



**CITY OF EL MIRAGE
REGULAR MEETING OF
THE COMMON COUNCIL**

AMENDED AGENDA
***Updated Agenda Item 7.3**

Mayor Alexis Hermosillo
Vice Mayor Jacquelyn Parsons
Councilmember Monica Dorsey
Councilmember Ryan Eldridge
Councilmember Scottie Gentry
Councilmember Anita Norton
Councilmember Donna Winston

6:00 PM - Tuesday, October 7, 2025

**City Council Chambers
10000 N. El Mirage Road, El Mirage, AZ 85335**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City of El Mirage City Council and to the general public that the El Mirage City Council meetings are open to the public. Doors open to the Council Chambers approximately 30-minutes prior to the posted public meeting time. Public access to this meeting is available online using the following links: [Watch the Meeting Live](#) or participate in the [Call to the Public](#) or dial 480-561-6082 followed by entering the Conference ID number 239 258 419#. Once you are connected, please place yourself on mute.

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformance with A.R.S. § 38.431.03, including legal advice from the City Attorney.

1. ROLL CALL

2. CALL TO ORDER

Pledge of Allegiance
Moment of Silence

3. PRESENTATION

- 1.** Budget-in-Brief
- 2.** Legal Briefing: House Bill 2447

4. PROCLAMATION

- 1.** Proclaiming October 5-11, 2025, as Fire Prevention Week in the City of El Mirage. (Fire)

- 2.** Proclaiming October 2025 as Domestic Violence Awareness and Prevention Month. (Administration)

5. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

6. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

- 1.** Consideration and action to accept the award agreement from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Victim Assistance Grant Program in an amount of \$95,582 for the Victim Assistance Program, approve the City match in the amount of \$23,896 and authorize the Finance Department to make the necessary budget adjustments (Grants).
- 2.** Consideration and action to approve the minutes of the City Council Work Session and Regular Council meeting held Tuesday, September 16, 2025. (City Clerk)
- 3.** Consideration and action to authorize the City Manager to enter into a revenue-sharing contract with Butler Amusements, Inc. to host a carnival-style special event at Bill Gentry Park on or about the dates of March 26 through March 29, 2026. (Parks and Recreation)
- 4.** Consideration and action to approve a 3-year agreement with CDWG for software licenses for Cisco Contact Center Express (UCCX) at an annual cost not to exceed \$13,534.53 (\$12,382.92 + applicable sales tax of \$1,151.61) in Fiscal Years 2026, 2027 and 2028 for a total of \$40,603.59 (\$37,148.76 + applicable sales tax of \$3,454.83) over the three years utilizing Omnia Partners cooperative agreement #2024056. (Information Technology)

- 5.** Consideration and action to approve a 3-year agreement with CDWG for software licenses including Cisco Call Manager and Unity Voicemail at an annual cost not to exceed \$21,193.34 (\$19,390.06 + applicable sales tax of \$1,803.28) in Fiscal Years 2026, 2027 and 2028 for a total of \$63,580.01 (\$58,170.18 + applicable sales tax of \$5,409.83) over the three years utilizing Omnia Partners cooperative agreement #2024056. (Information Technology)
- 6.** Consideration and action to approve the purchase of goods and services from Ecolab in an amount not to exceed \$97,558.50 for replacement and repair of filtration media at the City's Dietz Crane well site and authorize finance to make any transfers. (Public Works)
- 7.** Consideration and action to enter into a Development Agreement with Bode Holdings, LLC in connection with the proposed steel manufacturing plant located at the northeast corner of El Mirage Road and Olive Avenue. (Development Services)
- 8.** Consideration and action to approve Resolution R25-10-12 abandoning public utility easements within Assessor Parcel Numbers 501-45-985A and 501-45-986A. (Development Services)
- 9.** Consideration and action to approve Ordinance O25-10-08 to amend Chapters 152 and 153 under Title XV of the El Mirage City Code to allow revisions and clarification regarding the Offsite Construction and Floodplain Management portions of the Code. (Development Services)
- 10.** Consideration and action to enter into a Professional Services Contract with Michael Baker International, Inc. to provide consultant service assistance to execute the strategies and action items as suggested by the 2023 Downtown Revitalization Plan in the amount not to exceed \$100,000. (Development Services)
- 11.** Consideration and action to approve the purchase of 70 firearms from ProForce Law Enforcement under AZ State Contract CTR076266 for an amount not to exceed \$47,405.60 (\$26,035.06 plus a trade-in of \$21,370.54) and authorize the Finance Department to make necessary transfers (Police).

7. REGULAR AGENDA

1. Consideration and action to award a contract to Standard Construction to install signage and striping along Thompson Ranch Road and request the use of contingency funds in the amount of \$69,358 (\$62,052.45 proposal plus a 10% contingency). (Development Services)
2. Consideration and action on a site plan zoning application for an industrial and commercial use for an industrial park in a Planned Area Development (PAD) zone located on Dysart Road north of Joe R Ramirez Road, submitted by KTM Studio. (Development Services - Planning and Zoning)
3. Discussion and action to impose sanctions or other disciplinary action as contemplated by the City of El Mirage Code of Conduct, regarding Councilmember Anita Norton-McDaniel. (Mayor/Council)

8. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

9. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

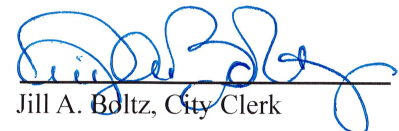
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

10. ADJOURNMENT

Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING - CITY COUNCIL MEETING OF OCTOBER 7, 2025.

I hereby certify that this agenda was posted on October 1, 2025, at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road and 2) the City of El Mirage website at www.elmirageaz.gov.



Jill A. Boltz, City Clerk



REQUEST FOR COUNCIL ACTION

SUBJECT: Budget-in-Brief	
MEETING DATE: 10/07/2025	AGENDA SECTION: Presentations
SUBMITTED BY: Macy Walker, Budget and Program Manager	DEPARTMENT: Administration

BACKGROUND:

The City of El Mirage has created its first Budget-in-Brief document to accompany the FY2026 Budget Book. The Budget-in-Brief is a concise summary document designed to highlight key points from a government's full budget, making it more understandable and accessible to the public, elected officials, and other stakeholders. Its primary purpose is to enhance transparency, build confidence, and promote accountability by clearly communicating the government's financial priorities, plans, and performance in a more digestible format than the comprehensive budget document.

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

ATTACHMENTS

2026 Budget in Brief



City of
EL MIRAGE
Arizona



Fiscal Year **2025-26**
**BUDGET
IN BRIEF**

Fiscal Year **2026 BUDGET**

DOLLARS & SENSE

This Fiscal Year (FY) 2026 Budget in Brief document provides an overview of the \$114.1 million Adopted FY2025-2026 Budget of the City of El Mirage. It covers the period from July 1, 2025, through June 30, 2026, and reflects a decrease of \$3.8 million from last year's budget.



BUDGET PRIORITIES

According to the City Council's Strategic Priorities, the budget aims to enhance the quality of life, provide exceptional service, foster a secure and vibrant community, and ensure long-term fiscal stability.

The City of El Mirage's
FY2026 Adopted
Budget: \$114,162,000



BUDGET TRANSPARENCY

El Mirage has received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for five consecutive years and the Certificate of Achievement for Excellence in Financial Reporting for thirteen consecutive years. Residents can access all of El Mirage's annual budget documents online through ClearGov, our online portal that promotes transparency and helps the public understand how funds are being utilized.

YOU CAN FOLLOW THE BUDGET PROCESS



Residents are invited to "Follow Their Money" online. All City Budgets are published at www.ElMirageAZ.gov/186/Annual-Budgets. Learn more and see real-time budgets and expenditures. You can even customize your view to find your personal contribution to each category based on your tax liability.



STRATEGIC OUTCOME AREAS OF FOCUS

The El Mirage City Council has designated three pillars which epitomize the City's mission, vision, values, and motto, *'GRAND HERITAGE, BRIGHT FUTURE.'* These pillars are: **QUALITY OF LIFE**, **OUTSTANDING SERVICE**, and **COMMUNITY**.

Within these **three pillars** are ten areas of focus that align with strategic outcomes described in the City's Strategic Plan and therefore become key drivers of actions and potential areas of expenditure.



PUBLIC SAFETY
Quality of Life



IMPROVE INFRASTRUCTURE
Quality of Life



REVITALIZE NEIGHBORHOODS
Quality of Life



PARKS & RECREATION
Quality of Life



HIGH PERFORMING GOVT.
Outstanding Service



RECRUITMENT & RETENTION
Outstanding Service



CITY FACILITIES
Outstanding Service



AFFORDABLE HOUSING
Community



COMMUNITY ENGAGEMENT
Community



ECONOMIC DEVELOPMENT
Community

RESOURCES – WHERE THE MONEY COMES FROM

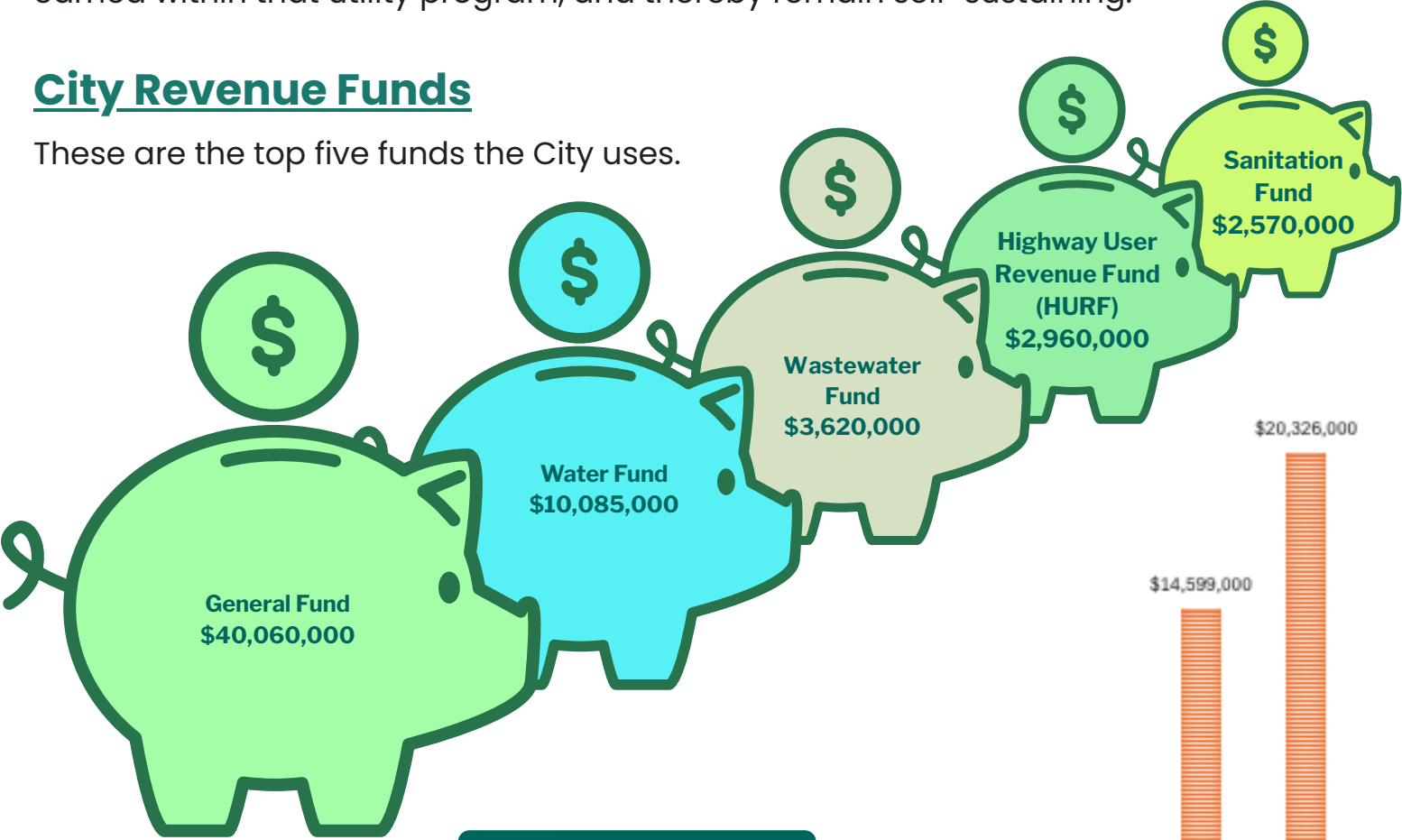
FUNDING SOURCES:

The City of El Mirage utilizes various sources, including tax revenue, charges for services, fines/forfeitures, grants, and previously unused balances, to fund essential programs and city services.

City Utility programs, for example, are meant to be enterprise funds. This means they aim to budget and spend only based on revenue earned within that utility program, and thereby remain self-sustaining.

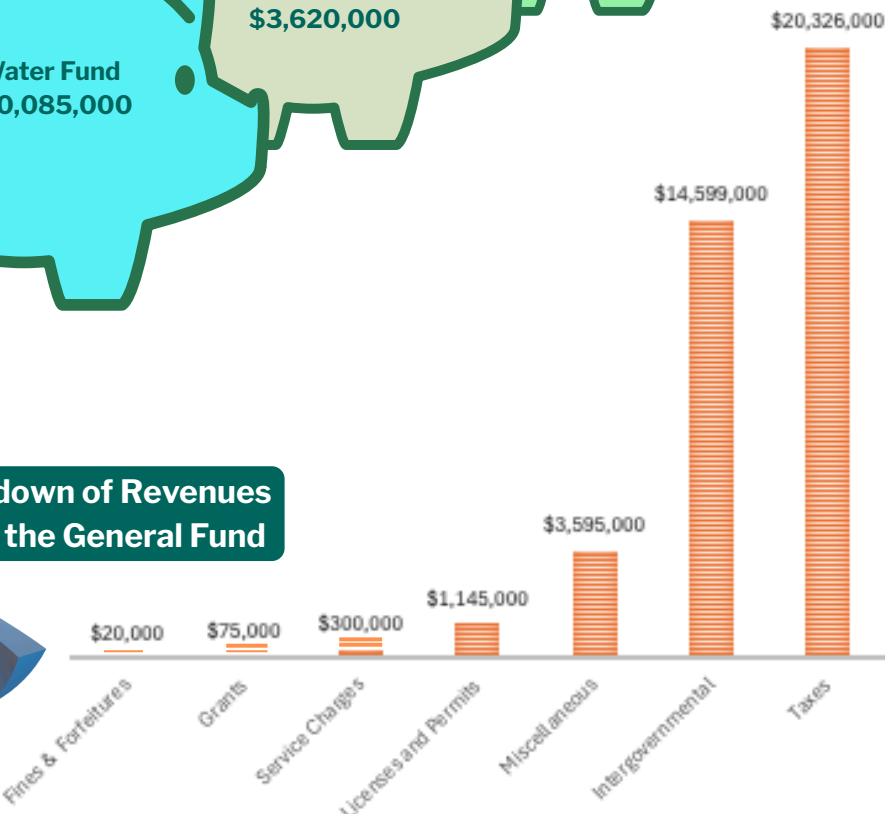
City Revenue Funds

These are the top five funds the City uses.



What is a **FUND**?
It is a pool of money that is allocated for a specific purpose.

Breakdown of Revenues inside the General Fund



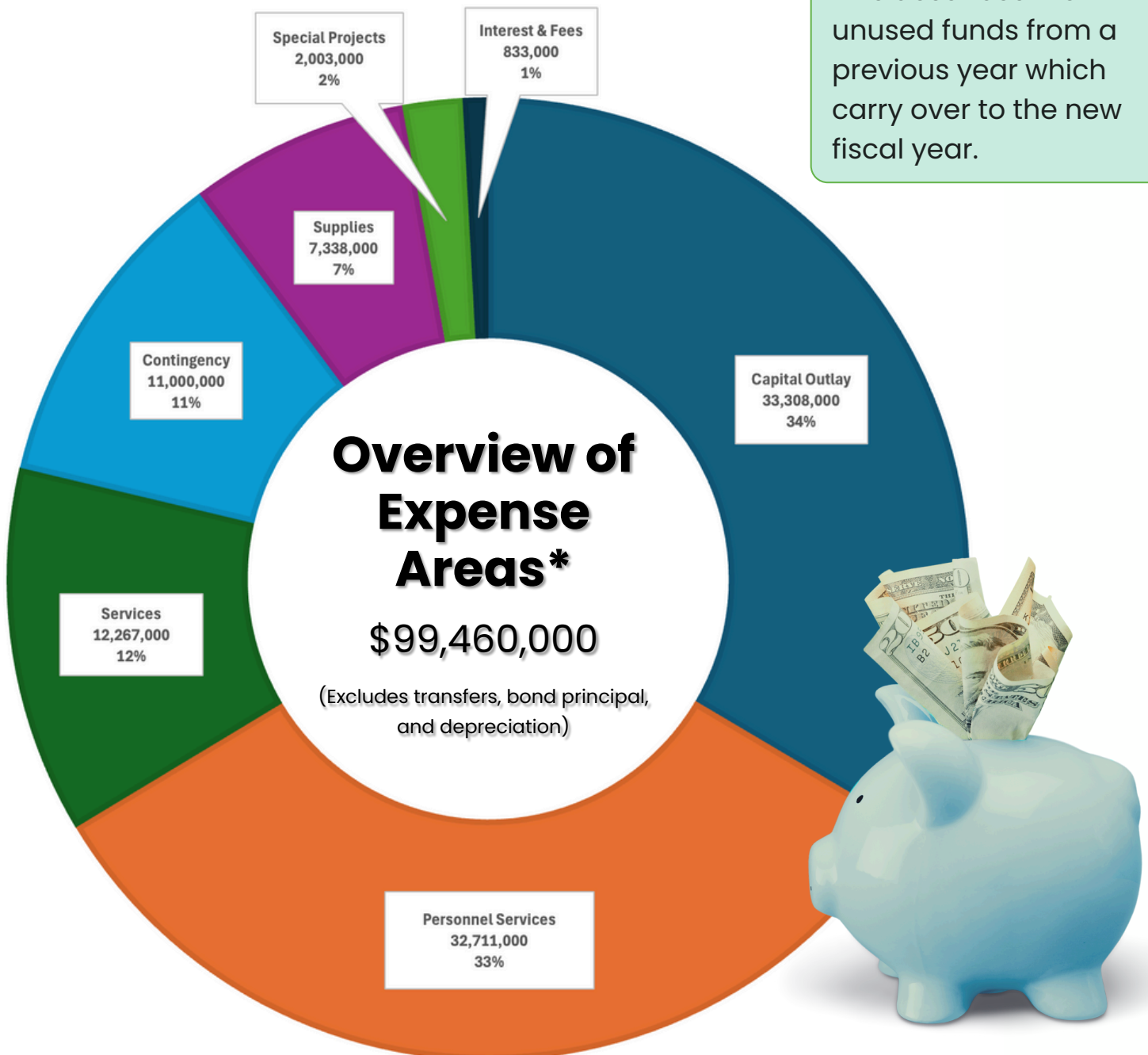
EXPENDITURES – HOW DOLLARS ARE SPENT FOR EL MIRAGE

OUR EXPENSES:

Ongoing operations continue to be funded with stable and recurring revenue sources. El Mirage has remained fiscally conservative while providing residents with the quality of life, outstanding service, and community they desire.

CARRYFORWARD FUNDS

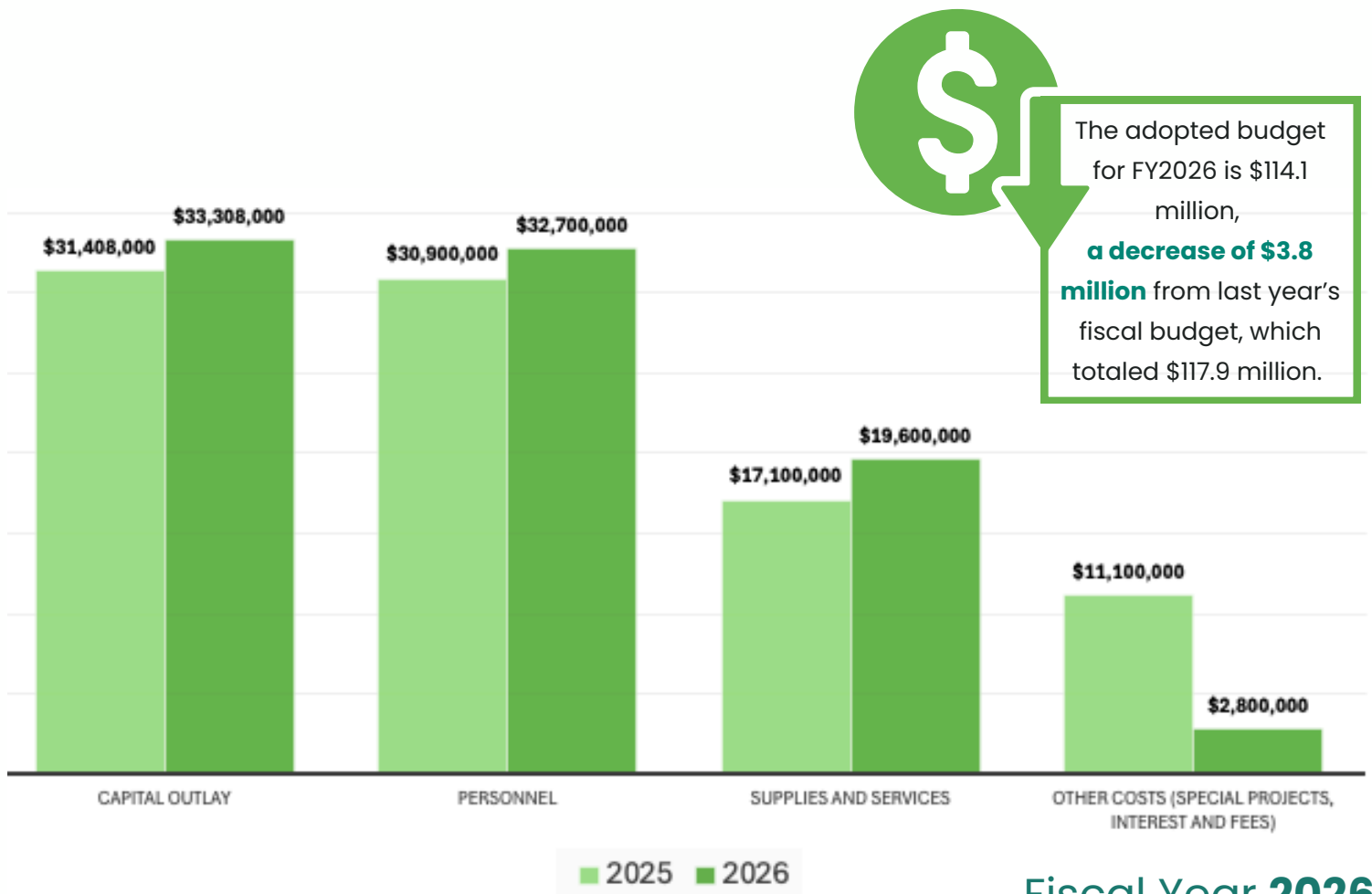
When examining the City Budget, you may notice the term 'carryforward funds'. This describes the unused funds from a previous year which carry over to the new fiscal year.



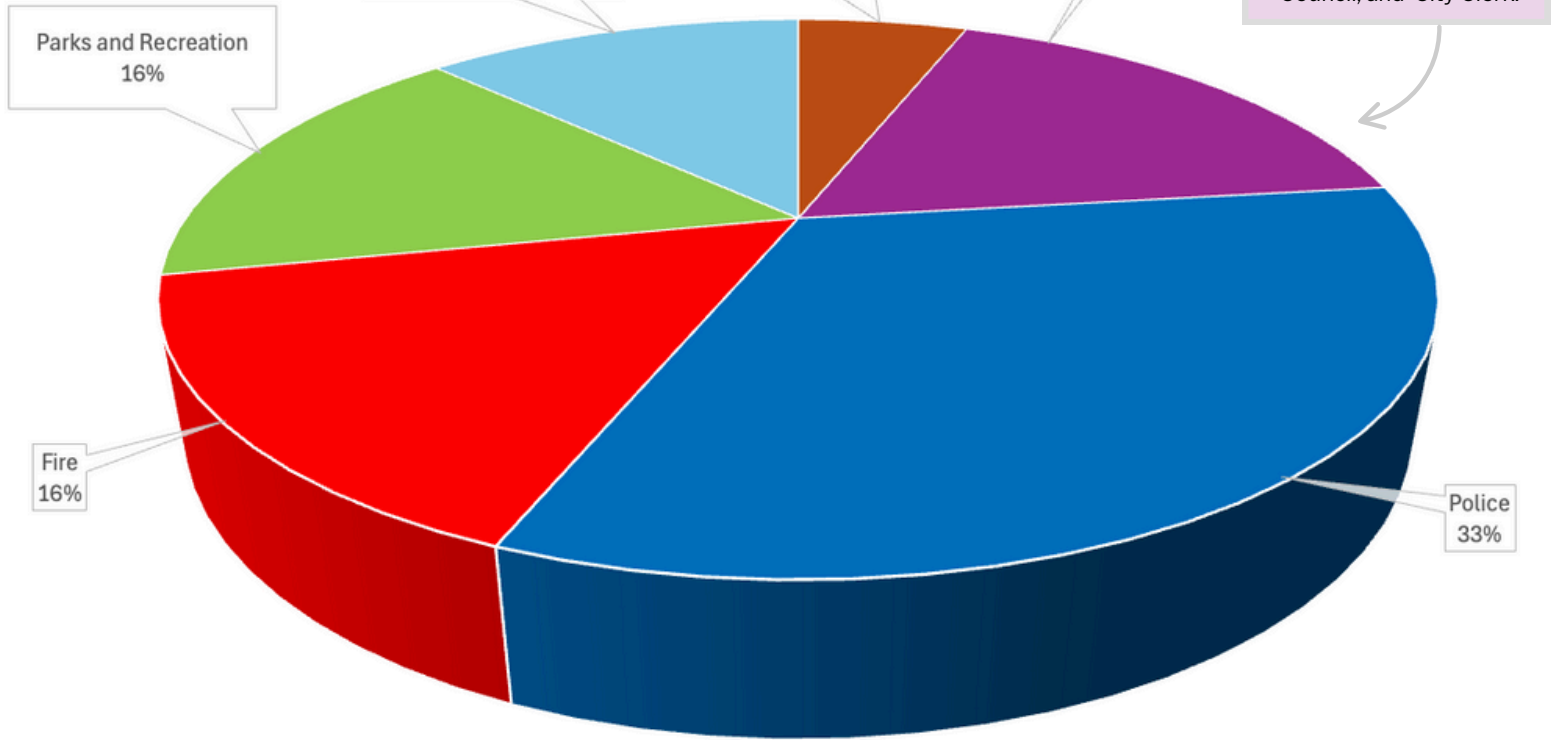
Fiscal Year 2026 BUDGET OVERVIEW

Expenses of \$88.5M (excluding contingencies of \$11M) have been identified in FY2026 throughout 11 different funds and can be broken down by type of expense as follows:

- **Capital**—\$33.3M of capital expenditures across all funds, which is \$1.9M higher than last year. This includes any current-year capital projects that need to be carried forward into the FY2026 budget, as well as intangible assets.
- **Personnel**—The total projected personnel cost increased by \$1.8M to \$32.7M. The significant changes result from staffing increases related to new positions, as well as increases in wage and benefit costs.
- **Supplies and Services**— The total projected cost of supplies and services increased by \$2.5M to \$19.6M.
- **Other costs**— (e.g., special projects, interest, and fees) decreased by \$8.3M to \$2.8M.

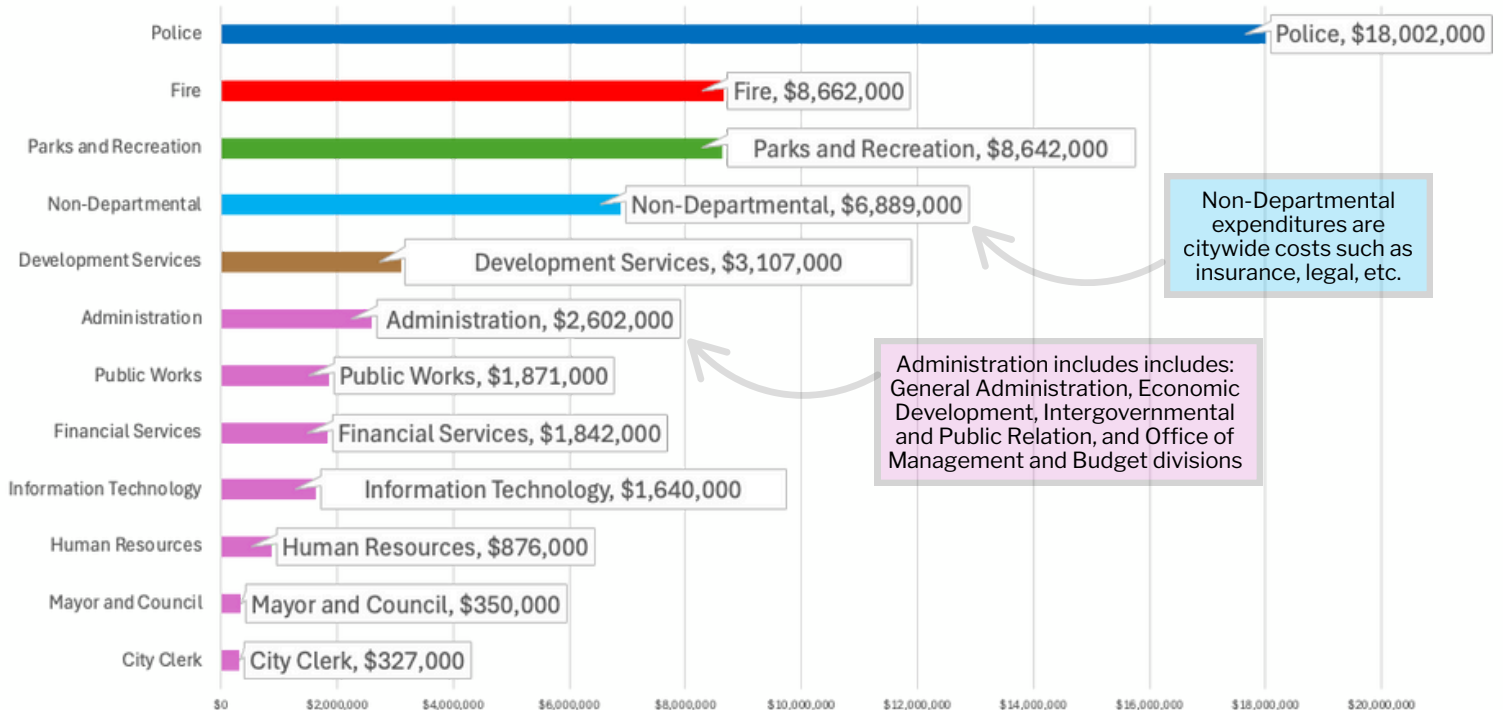


OUR EXPENSES:



EXPENDITURES BY DEPARTMENT

The General Fund serves as the primary source for most City operations, with approximately 49 percent of expenditures allocated to police and fire operations.



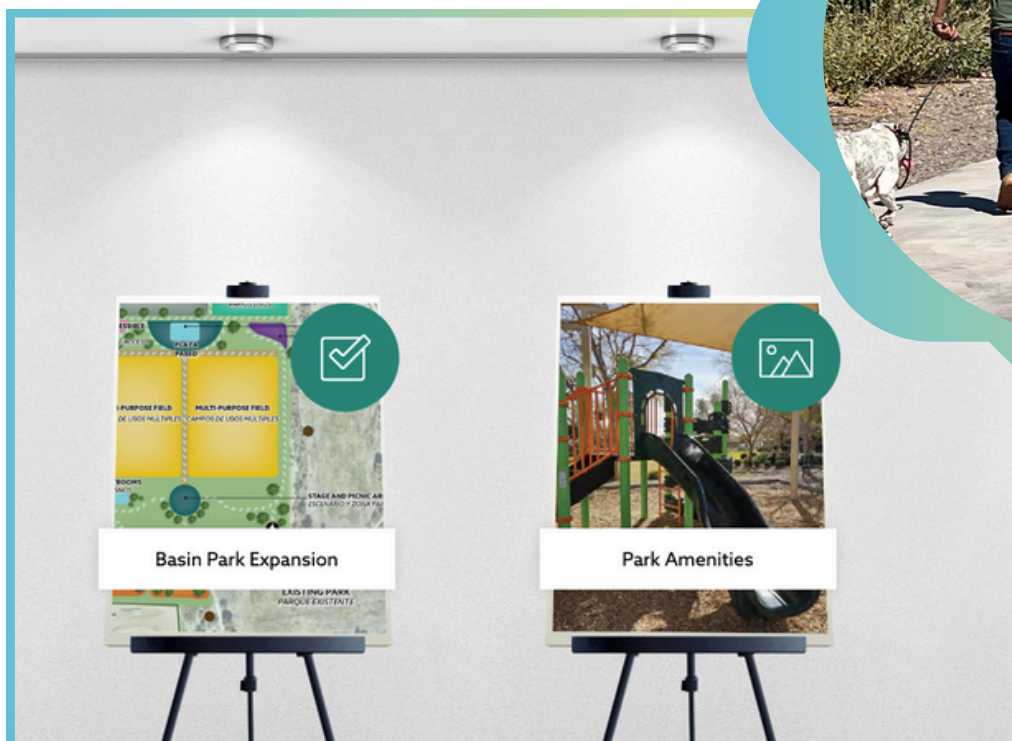
LONG-TERM PLANNING FOR IMPROVEMENTS

In addition to maintaining current City operations and services, the City regularly assesses the need for infrastructure or capital improvements.

These Capital Improvement Projects (CIP) are larger expenditures that add value to the community, such as street construction, water and sewer lines, buildings, parks, or land acquisition.

The CIP is a list of important projects that are planned over the next five years. However, before CIP development is undertaken, each proposed project is thoroughly evaluated and must be approved by the City Council. The factors considered include current needs, whether the project is essential to achieve future City goals and development, funding sources, available grants, and overall impact.

Proper planning and wise expenditures ensure that El Mirage will continue to thrive for generations to come.





IMPROVING LIFE IN OUR COMMUNITY

Here are some highlights of anticipated areas of Capital Improvement that will enhance our community over the next five years.

- Splashpad Shade Structure
- Playground Shade Coverings
- Park Security Improvements
- Neighborhood Traffic Calming Program (NTCP)
- Pavement Resurfacing
- Vehicle Replacement
- Wastewater Process System Improvements

MORE ABOUT OUR COMMUNITY

Here are some general demographic facts about the residents of El Mirage (as of 2020 Census).

HOUSEHOLD INCOME

Above \$200,000

3%

Median Income

\$72,134

Below \$25,000

12%

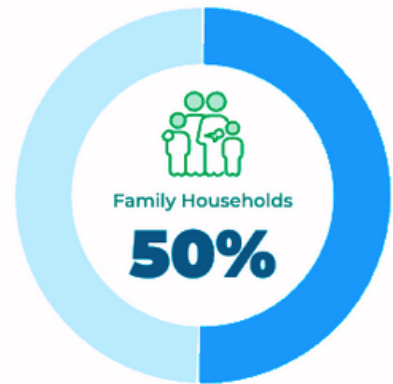


69%

of El Mirage Residents own their home vs. 66% of residents in the state.

TOTAL HOUSEHOLDS

11,130



▲ 7%

higher than state average



Fiscal Year **2026**

City of El Mirage Budget in Brief

YOUR **PROPERTY TAX** DOLLARS

In Arizona, the County taxes real and personal property, which helps fund crucial services like schools, community colleges, and local governments. The majority, approximately 52 percent, goes to education. The property tax system positively impacts our communities and enhances the quality of life for everyone by funding public safety and paying off voter-approved bonds.

Where Your Property Tax Dollars Go

- **52% – schools**
- **28% – cities**
- **13% – county**
- **7% – special districts**



TAX TERMS DEFINED:

- **Tax Levy:** the total amount of money collected from property taxes in the City.
- **Tax Rate:** the percentage used to figure out how much each property owner pays toward that total.

In other words, the tax levy is like the overall "bill" for the whole city that property taxes will cover, and the tax rate is the percentage from the formula that decides how each property owner pays their portion of the total "bill".

SALES TAX BREAKDOWN

In Arizona, businesses pay a Transaction Privilege Tax (TPT) to the state, which is typically passed on to the consumer as what is commonly known as 'sales tax.' This money is then divided between the state, the county, and local governments to fund operations. Items such as groceries, medicines, medical devices, and services are exempt.



TAXES ON YOUR \$10 PURCHASE

YOUR PURCHASE = \$10.00

STATE SALES TAX = \$0.56

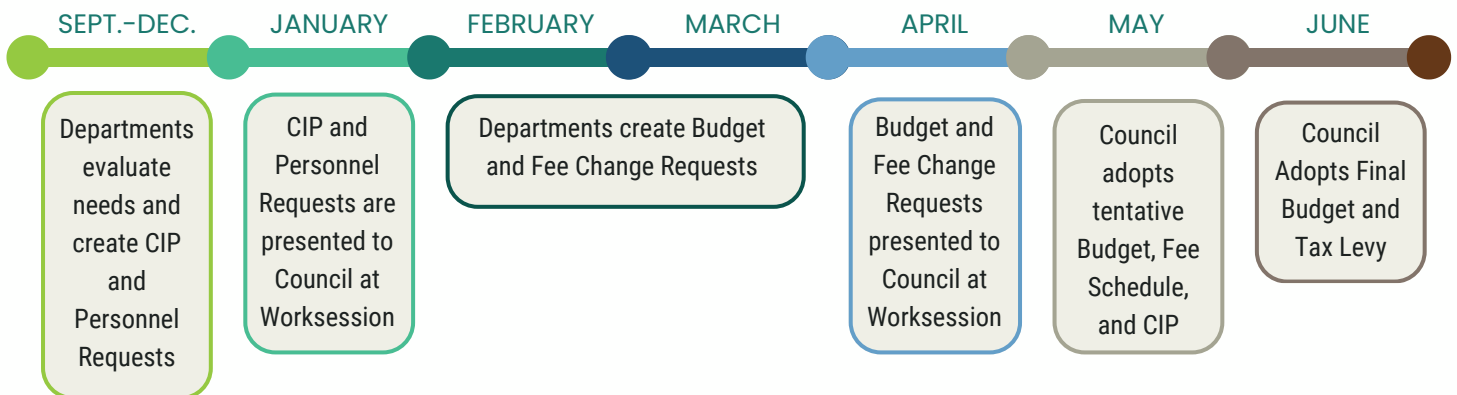
EL MIRAGE SALES TAX = \$0.30

COUNTY SALES TAX = \$0.07

TOTAL COST = \$10.93

BUDGET DEVELOPMENT TIMELINE

The budgeting process is continual and cyclical. The process begins in the fall of the prior year, when Departments evaluate their needs for the upcoming fiscal year (from July 1 through June 30). For longer-term planning, like Capital Improvement Projects (CIP), which forecast future infrastructure needs and other large-scale projects, the planning cycle begins five years prior to implementation.



YOU CAN FOLLOW THE BUDGET PROCESS



Use the 'Follow Your Money' button at ElMirageAZ.gov to view the FY2026 Budget Book in its entirety.





City of
EL MIRAGE
Arizona



REQUEST FOR COUNCIL ACTION

SUBJECT: Legal Briefing: House Bill 2447	
MEETING DATE: 10/07/2025	AGENDA SECTION: Presentations
SUBMITTED BY: Jorge Gastelum, Dev Services Director/City Engineer	DEPARTMENT: Development Services

BACKGROUND:

City Attorney Jon Paladini will provide a legal briefing on House Bill 2447.

RECOMMENDATION:

N\A

PROPOSED MOTION:

N\A



REQUEST FOR COUNCIL ACTION

SUBJECT: Proclaiming October 5-11, 2025, as Fire Prevention Week in the City of El Mirage. (Fire)	
MEETING DATE: 10/07/2025	AGENDA SECTION: Proclamations
SUBMITTED BY: Charlotte Confer, Senior Fiscal Services Specialist	DEPARTMENT: Fire

BACKGROUND:

The National Fire Protection Association (NFPA), the official sponsor of Fire Prevention Week for more than 100 years, has announced this year's Fire Prevention Week, October 5-11, 2025 theme as "Charge into Fire Safety: Lithium-Ion Batteries in Your Home." This year's educational campaign stresses how important it is to BUY, CHARGE, and RECYCLE safely when it comes to lithium-ion batteries.

Fire Prevention Week was established to commemorate the 40th anniversary of the Great Chicago Fire of 1871 in a way that would keep the public informed about the importance of fire prevention. In 1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls.

This year, the City of El Mirage Fire Department Fire Prevention team has assembled age-appropriate fire prevention educational materials that will be distributed to K-3rd grade students within El Mirage Dysart schools during Fire Prevention Week.

PROPOSED MOTION:

ATTACHMENTS

Fire Prevention Week Proclamation



Fire Prevention Week Proclamation

To designate the Week of October 5-11, 2025, as Fire Prevention Week

WHEREAS, the City of El Mirage is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, City of El Mirage first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I Alexis Hermosillo, Mayor of El Mirage do hereby proclaim October 5-11, 2025 as Fire Prevention Week throughout this city.

Alexis Hermosillo, Mayor

REQUEST FOR COUNCIL ACTION

SUBJECT: Proclaiming October 2025 as Domestic Violence Awareness and Prevention Month. (Administration)	
MEETING DATE: 10/07/2025	AGENDA SECTION: Proclamations
SUBMITTED BY: Regan Jepson, Community Partnership Administrator	DEPARTMENT: Community Services

BACKGROUND:

In October, communities across the country recognize Domestic Violence Awareness Month to raise awareness, support survivors, and work together to end the cycle of abuse. Domestic violence impacts millions of people every year—regardless of age, gender, race, or background—and includes physical, emotional, financial, psychological, and digital abuse rooted in power and control. In Arizona, nearly 42% of women and 33% of men experience intimate partner violence. A child in our state witnesses domestic violence every 44 minutes, which can have long-term negative impacts on their health and well-being. The City of El Mirage stands with advocates, educators, public safety professionals, and service providers working to prevent domestic violence and support survivors, and we encourage all residents to learn the signs of abuse, speak openly about this important issue, and help build safe, respectful relationships. As part of this effort, the El Mirage Cares program will host a Domestic Violence Awareness Walk and Resource Fair on Saturday, October 18th, at Gateway Park from 8 a.m. to 11 a.m. We invite community members to join in raising awareness, sharing resources, and supporting those affected by domestic violence.

RECOMMENDATION:

N\A

PREVIOUS RELATED COUNCIL ACTION

N\A

PROPOSED MOTION:

N\A

ATTACHMENTS

Domestic Violence Awareness Month



PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2025

WHEREAS, domestic violence is a widespread epidemic affecting millions of Americans every year, regardless of age, gender, economic status, race, religion, nationality, or educational background; and

WHEREAS, more than 1 in 3 women and 1 in 4 men in the United States reported experiencing any sexual violence, physical violence, and/or stalking victimization by an intimate partner at some point in their lifetime; and

WHEREAS, Arizona has the fifth-highest domestic violence rate in the United States, with about 42% of women and 33% of men experiencing intimate partner physical violence, sexual violence, or stalking; and

WHEREAS, every 44 minutes in Arizona, one or more children witness domestic violence, contributing to severe negative effects on mental, physical, cognitive, emotional, and behavioral health, increased risk of substance use, physical abuse, neglect, and increased likelihood to become victims or perpetrators of intimate partner violence; and

WHEREAS, ending domestic violence requires the collaboration and leadership of government agencies, law enforcement, justice systems, public health officials, advocacy groups, community members, and individuals; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity to promote education, prevention, and intervention efforts and support organizations that provide advocacy efforts, services, and assistance to victims and survivors of intimate partner violence.

NOW, THEREFORE, I, Alexis Hermosillo, Mayor of El Mirage, Arizona, do hereby proclaim the month of October 2025 as **DOMESTIC VIOLENCE AWARENESS MONTH** and in recognition of the importance of this month, the City's El Mirage Cares program will host a Domestic Violence Awareness Walk and Resource Fair on October 18th at Gateway Park from 8-11 am, and as such I encourage all citizens of the City of El Mirage to join the walk, support the efforts of organizations working to end domestic violence, and commit to fostering safe and healthy relationships in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of El Mirage to be affixed on the 7th day of October 2025.

Alexis A. Hermosillo, Mayor

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to accept the award agreement from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Victim Assistance Grant Program in an amount of \$95,582 for the Victim Assistance Program, approve the City match in the amount of \$23,896 and authorize the Finance Department to make the necessary budget adjustments (Grants).

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Martina Longoria, Grants Program Coordinator

DEPARTMENT: Administration

BACKGROUND:

The DPS-VOCA Administration Unit's mission is to support the provision of a full range of direct services to victims of crime in Arizona. This is accomplished by assisting, training, and monitoring crime victim service providers throughout the state. The proposed project in El Mirage will support the Victims Assistance Unit by funding personnel costs and benefits. A 20% match of \$23,896 is required for the award of \$95,582. This is a non-competitive grant solicitation, and the City will receive the award for the Federal Fiscal Year (FFY) October 1, 2025, to September 30, 2026. The match will come from the City of El Mirage staff time and the Victims Rights Program (VRP), Police, and Prosecutor's grants received by the City.

Describe the benefit to the organization and/or community. VOCA Assistance Funds are a necessity to support agency staff who provide direct services to victims of crime in Arizona.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's Strategic Plan to enhance the quality of life through public safety. In addition, it aligns with the City's Priority to enhance community safety through proactive crime prevention initiatives while ensuring that the Police Department is well-equipped, well-trained, and adequately staffed.

Describe the timing considerations for approval of this item. To be eligible for the award, the city is required to accept, execute, and return the grant agreement to the Arizona Department of Public Safety within sixty days from October 1, 2025 (the start of FFY2026).

Describe any anticipated impact this item might have on residents, businesses, or operations. This award helps offset the costs associated with providing services to

victims of crime.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. ARS 13-4405 Information provided to victim by law enforcement agencies.

RECOMMENDATION:

Staff requests that Council approve acceptance of the award and authorize the City Manager to execute the agreement from the Arizona Department of Public Safety for the FY2026 VOCA grant.

PREVIOUS RELATED COUNCIL ACTION:

Every year, the Council is asked to approve the City Manager's acceptance of the Award Agreement. The most recent approval took place on August 20, 2024, when Council approved the acceptance of the FY25 award in the amount of \$118,602.

PROPOSED MOTION:

I move to accept the award agreement from the Arizona Department of Public Safety as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$95,582

FISCAL YEAR: FY2026

ACCOUNT NUMBER: 149-4-1231-217

ACCOUNT NAME: Federal Grants

ATTACHMENTS

VOCA Grant Agreement FFY2026

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 15POVC-23-003880-ASSI
CFDA #16.575
SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: EI Mirage Police Department
 ADDRESS: 12401 W. Cinnabar Avenue
 CITY: EI Mirage STATE: Arizona ZIP: 85335-2955
 UNIQUE ENTITY IDENTIFIER: N7NGSJEHMBP7

PROJECT TITLE: Victim Assistance Unit
AWARD AMOUNT: \$95,582
REQUIRED MATCH (NON-FEDERAL SOURCE): \$23,896
PROJECT PERIOD: 10/01/2025 to 09/30/2026
PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 54, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	\$65,279	\$0	\$0	\$65,279
Personnel - Fringe Benefits	\$16,423	\$0	\$0	\$16,423
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$5,000	\$0	\$0	\$5,000
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$8,880	\$0	\$0	\$8,880
Total	\$95,582	\$0	\$0	\$95,582

Match Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	\$20,197	\$0	\$0	\$20,197
Personnel - Fringe Benefits	\$3,699	\$0	\$0	\$3,699
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
Total	\$23,896	\$0	\$0	\$23,896

For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Crystal Dyches

Date

Approved as to form:

Attorney for Subrecipient (optional)



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the minutes of the City Council Work Session and Regular Council meeting held Tuesday, September 16, 2025. (City Clerk)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Jill Boltz, City Clerk

DEPARTMENT: City Clerk

RECOMMENDATION:

Approve the minutes of the City Council Work Session and Regular Council meeting held Tuesday, September 16, 2025.

PROPOSED MOTION:

I move to approve the minutes of the City Council Work Session and Regular Council meeting held Tuesday, September 16, 2025.

ATTACHMENTS

2025-09-16 Council Work Session Minutes_DRAFT

2025-09-16 Council Meeting Minutes_DRAFT

DRAFT

**WORK SESSION OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
5:00 PM -TUESDAY, SEPTEMBER 16, 2025**

Minutes

1. ROLL CALL

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston (phone)

2. CALL TO ORDER - meeting called to order at 5:00 p.m.

3. WORK SESSION PRESENTATION

1. Parks and Recreation Master Plan Project Update

Sean VanRoenn, Parks and Recreation Director, thanked the Mayor and Council for participating in the meeting to receive an update on the community engagement portion of the Parks and Recreation Master Plan. He introduced Jamie Sabbach, Founder and President of 110% Inc.

Ms. Sabbach gave an overview of the community engagement outreach that has been done since the project started. She discussed the frequency of touchpoints with staff, advisory orce, city council and with the community. She outlined the steps taken since the timeline began in November 2024. She defined areas of strengths, weaknesses, opportunities and threats received from the surveys conducted with the community as well as community focus groups that have been held. She defined the survey demographics and the demographic profiles of the survey respondents by region, gender, age, race/ethnicity, homeownership vs renter status, and presence of childer under age 18 in the household. She outlined the details of the needs assessment survey that focused on the positives, dislikes and improvements, demand and interest in program options, and the demand and interest in park amenities. She stated the top three valued park amenities discussed during the virtual engagement room were new playground features, a new amphitheater, and new pickleball courts.

Council discussion included the addition of sports leagues, additional parking, separation of the play area and fitness area, survey distribution methodology, the conceptual design, ADA accessibility, splash pad placement, and the participation from the community.

Ms. Sabbach stated the next steps in the process would be working on the strategic plan which identifies the priorities and actionable steps that will help bring the master plan to life. She stated they will be working to finish a report in the next six to eight weeks for first review by staff and then doing additional analysis work.

4. ADJOURNMENT - meeting adjourned at 5:41 p.m.

Alexis A. Hermosillo, Mayor

ATTEST:



Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the El Mirage City Council Work Session held on Tuesday, September 16, 2025, and a quorum was present.



Jill A. Boltz, City Clerk

DRAFT

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, SEPTEMBER 16, 2025**

Minutes

1. ROLL CALL

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston

2. CALL TO ORDER - meeting called to order at 6:00 p.m.

Pledge of Allegiance
Moment of Silence

Introduction of new City employees

Robert Nilles, Deputy City Manager, gave a brief background and introduced Regan Jepson, Community Partnership Administrator, in the Administration Department.

3. PROCLAMATIONS

1. Proclaiming September 2025 as Deaf Awareness Month (Administration)

Mayor Hermosillo proclaimed September 2025 as Deaf Awareness Month.

2. Proclaiming October 5-11, 2025, as Fire Prevention Week in the City of El Mirage. (Fire)

Moved to the October 7, 2025 Council Meeting.

4. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Philip Bynum, resident, stated the Parks and Recreation Department has been doing an outstanding job.

Jim McPheters, resident, complimented the Fire and Police Departments and suggested more time, effort, and money be put into public safety. Mr. McPheters commented on the employment

spending spree, providing service to the citizens, and protecting the budget.

Jeff Lach, resident, thanked Jorge Gastelum and the city council for the speed humps on Varney. Mr. Lach spoke about the increased spending on the Tolleson dispatch contract and future RICO spending. He stated that all the money gained is from warehouses, which don't bring retail money, and the only people who made money were the Long family, who had property going from agriculture to commercial. He stated CarMax will employ 250 people, but they will go out of town because there is no place to eat here. Mr. Lach asked what the \$23,000 spent on Cigna Tactical Wellness would be for.

5. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held on Wednesday, September 3, 2025. (City Clerk)
2. Consideration and action to assign the City of El Mirage's allocation of the Maricopa County Opioid Settlement to Maricopa County. (Community Services/Grants)
3. Consideration and action to approve the appointment of Thomas Gouer to fill a regular position on the City of El Mirage Planning and Zoning Commission (City Clerk)
4. Consideration and action to approve Amendment No. 2 to an Intergovernmental Agreement (IGA) for police dispatch services between the City of El Mirage and the City of Tolleson at a cost not to exceed \$1,167,815 (Police).

Vice Mayor Parsons moved, seconded by Councilmember Winston, to approve the Consent Agenda, as amended.

Motion carried. (6/1)

NAY: Councilmember Gentry

6. REGULAR AGENDA

1. Consideration and action to appoint Planning and Zoning Commissioner Review Board members. (City Clerk)

Jill Boltz, City Clerk, stated there are three positions on the Planning and Zoning Commission that will be coming up or expiring in June of next year, and per the Code the process should start six months in advance. In addition, there are two vacancies for alternate members who have the ability to move into a regular position when there is less than a quorum of the full planning and zoning body. She stated that the plan is to fill these vacancies in tandem and create a contingency for those vacant positions coming up in June. She stated the council needs to assign a commissioner review board per the code, and it is made up of three councilmembers, who are appointed by the council. She stated the Mayor has made a suggestion or recommendation for Councilmember Gentry, Councilmember Winston, and Councilmember Dorcsey to make up this three-member review board.

Vice Mayor Parsons moved, seconded by Councilmember Winston.

Motion passed unanimously (7/0).

2. Consideration and action to adopt Resolution R25-09-11, establishing the City of El Mirage Youth Advisory Commission (EMYAC) and adopting bylaws. (Mayor/Parks & Recreation/City Clerk)

Jill Boltz, City Clerk presented a resolution to establish an El Mirage Youth Advisory Commission. The new initiative will be led by Jill Boltz, Sean VonRoenn, Amber Wakeman, Macy Walker, and other key staff. Research was conducted on other similar boards and commissions to develop a plan for the El Mirage Youth Advisory Commission. The resolution establishes the commission and adopts bylaws to help guide the planning, development, and implementation.

Sean VonRoenn, Parks and Recreation Director, stated a draft timeline has been developed that includes an application process for review and appointment recommendations for council's consideration. He stated the timeline would include coming back to the council in March 2026 with final appointments. The first term of appointment is anticipated to run from the time of the final appointment through June 2027. He stated the Youth Advisory Commission will be part of regular city council meetings on a periodic basis and give reports on their activities, community engagement, and outreach.

Mayor Hermosillo stated at the League of Arizona Cities and Towns Conference last month that youth across the state are actively engaged in their communities. This is an opportunity for the City of El Mirage to empower young residents by fostering civic engagement and creating space for open dialogue around the issues that matter most to the youth. This also ensures their voices help shape the direction and priorities of our community.

Councilmember Eldridge spoke in favor of the Youth Advisory Commission and stated that he had an opportunity to talk with a bunch of the youth at the League of Arizona Cities and Towns Conference about how much engagement they have with their city. He stated that we need our youth involved more in the city, and thinks this is a good step.

Councilmember Gentry asked if this would need to be budgeted and stated that she is not for another position. She stated she went to the League of Arizona Cities and Towns Conference and is about being fiscally responsible to the residents.

Ms. Boltz stated that there is no hiring of additional staff. She stated this would be done by current staff along with herself, Mr. VonRoenn, Ms. Wakeman, and Ms. Walker.

Vice Mayor Parsons stated that she supports this effort.

Councilmember Norton-McDaniel stated this has been a long time coming. She stated she has been to numerous League Conferences through the years, and most cities have this, and it is something we need. This will help the community be engaged and will help parents, as well as develop leadership for the young people.

Councilmember Winston stated she is excited to see this because of the community awareness and learning about city governance.

Councilmember Dorsey stated that for years, she has read scholarship applications for the Dysart Community Education Foundation. The students often have this type of connection. She stated that they are learning and developing, and we have those kids here in our community.

***Vice Mayor Parsons moved, Councilmember Winston seconded.
Motion passed unanimously. (7/0)***

3. Consideration and action to approve the agreement with Know Your Talents (LearnKey) for their employee engagement training plan using Racketeer Influenced & Corrupt Organization (RICO) Federal funds for the first year at a cost of \$10,760, and authorize the Finance Department to make the necessary transfers (Police).

Ian Takashige, Police Lieutenant, provided background history on the shift of officers with 20 years or more experience diminishing significantly valley wide. He stated this has affected the law enforcement community as a whole. He stated Know Your Talents is an employee engagement training plan that would benefit El Mirage Police Department. This tool enhances cohesion and employee satisfaction by helping understand individual strengths, motivations, and work styles. With this knowledge, the El Mirage Police Department can enhance employee engagement, improve culture, boost retention and morale, and foster better interpersonal relationships. He stated the program would be paid for using federal Racketeer Influenced and Corrupt Organizations (RICO) funds.

Mayor Hermosillo stated that she believes in the benefit and value of leadership development and team building. Healthy teams and high-performing teams create exceptional results and supports this item.

Vice Mayor Parsons stated she supports this item.

Councilmember Eldridge stated programs like this bring value for its employees. This is going to be a big morale booster, and we will see a lot of officers staying around for longer.

Councilmember Dorsey stated that over the years of her professional experience she has had the opportunity to be exposed to similar concepts and found them to be very helpful.

Councilmember Winston stated this is important because it builds cohesion, camaraderie, and the ability to get to know oneself better.

Councilmember Gentry asked why the RICO funds were not used first and then brought to the council, and what RICO means.

Lieutenant Takashige stated the amount of the funds for this agreement passes the spending threshold and requires council approval. RICO funds are money under the federal Racketeer-Influenced and Corrupt Organizations Act, passed in 1970. He stated that any materials that are gained through the course of criminal activity that qualify under the RICO Act are subject to civil forfeiture. Those monies can then be used by the government to develop training or obtain materials to purchase equipment necessary to further combat those criminal enterprises.

Councilmember Norton-McDaniel asked how many supervisors would be included in the plan. She stated that she was aware that Glendale and Scottsdale participated in this program and noticed a change. This is a functioning tool that helps foster better communication, collaboration, and understanding of how humans work. We need our officers to stay instead of the revolving door, and she is excited to see this program.

***Vice Mayor Parsons moved, Councilmember Winston seconded.
Motion passed unanimously. (7/0)***

4. Consideration and action to approve the agreement with Sigma Tactical Wellness for a cost not to exceed \$23,383 (Police).

Chief Marzocca presented the Sigma Tactical Wellness Heartstart Program. He stated this is a proactive cardiac risk detection system used in law enforcement. This program integrates the Lp-PLA2 testing into officer wellness programs. He stated that cardiovascular disease is the leading cause of officer fatalities, and traditional screenings miss early vascular inflammation. The Lp-PLA2 is a vascular-specific biomarker that provides early detection of cardiovascular and stroke risk, especially in high-stress professions like policing. He stated the benefits of the Lp-PLA2 testing are fewer cardiac emergencies, lower disability claims, improved officer health and longevity and proactive interventions that reduce on-duty health emergencies and long-term medical costs.

Mayor Hermosillo stated that stress is a big concern and wants to make sure the service members are being supported and that elements are in place to mitigate any future health issues.

Councilmember Winston stated she hopes this is also being offered to the Fire Department.

Councilmember Norton-McDaniel stated this is a good program and the cost is well worth it.

Councilmember Eldridge stated this is going to be a value item for the Police Department. He stated that he agrees with having more tools at your disposal to help deal with mental wellness and physical wellness of the officers and agrees that Fire Department employees should be included.

Councilmember Gentry asked how many officers would be participating, whether the money was budgeted for HR exams, and whether RICO funds could pay for this program. Chief Marzocca replied that 63 officers would be participating, the money was budgeted from the human resources budget and not the police department's budget, and this program does not qualify to use RICO funds.

Councilmember Norton-McDaniel asked if regular health insurance would cover the cost of these tests for officers. Chief Marzocca stated that it would not.

Councilmember Dorsey asked how much it would cost if an officer had a heart attack on duty.

Crystal Dyches, City Manager, stated a lot more than \$23,000.

Chief Marzocca stated that in federal alone, it would be up to \$400,000, plus additional costs for rehab or disability.

*Vice Mayor Parsons moved, Councilmember Norton seconded.
Motion passed unanimously. (7/0)*

7. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary, but may have general comments or questions.

Ms. Dyches reminded the Council of upcoming events. Fiesta de la Gente, one of the largest community events of the year, is on Friday, September 26th, at Bill Gentry Park and Luke Air Force Base town hall on October 6th from 6:00 p.m. to 7:00 p.m. at the Senior Center.

8. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Vice Mayor Parsons stated she attended the Surprise school safety meeting and the West Valley Chamber Gala.

Councilmember Dorcey had no comments.

Councilmember Eldridge stated he attended the West Valley Chamber Gala and met many small business owners, and he will be hosting a small business roundtable with the Vice Mayor. He stated last week there was an attack on Charlie Kirk, and we should be free to gather and speak our minds without fear of an attack.

Mayor Hermosillo stated that gun violence is a very big issue in this country and would raise awareness in the month of June for Gun Violence Awareness Month.

Councilmember Gentry stated that she attended the West Valley Chamber Gala and represents the city at the West Valley Chamber.

Councilmember Norton-McDaniel had no comments.

Councilmember Winston stated she and others had a get-together with the Surprise City Council and attended the West Valley Chamber Gala.

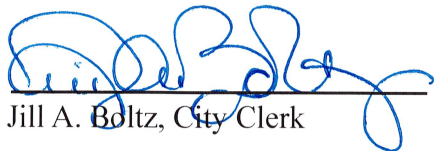
1. Consideration and action to adjourn into Executive Session pursuant to A.R.S. § 38-431.03.A.3 and A.4 for discussion, consultation, and/or direction to the City's attorney regarding El Mirage Cares. (City Council)

No action.

9. ADJOURNMENT - meeting adjourned at 7:05 p.m.

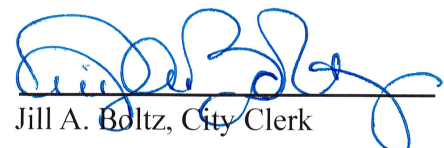
Alexis A. Hermosillo, Mayor

ATTEST:



Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Tuesday, September 16, 2025, and a quorum was present.



Jill A. Boltz, City Clerk

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to authorize the City Manager to enter into a revenue-sharing contract with Butler Amusements, Inc. to host a carnival-style special event at Bill Gentry Park on or about the dates of March 26 through March 29, 2026. (Parks and Recreation)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Sean VonRoenn,
Director

DEPARTMENT: Parks and Recreation

BACKGROUND:

Describe the benefit to the organization and/or community. Butler Amusements, Inc. has hosted community carnival-style events at Bill Gentry Park in the past. These events have been popular with residents and provided a small amount of revenue (\$30,875 in 2025) back to the city based on a percentage of gross sales. Staff worked with Butler Amusements to schedule an event that fits well into the city-sponsored signature special event series for spring and will coordinate appropriate site-plan review, verifying inspections and licensing requirements are completed per the terms of the proposed agreement. Butler Amusements will be responsible for all marketing, ticket sales, set-up, breakdown, security, and insurance requirements.

Describe how this item aligns with an operational need, city priority, or strategic goal. The City's Strategic Plan outlines a Quality of Life Priority to "Strengthen community bonds...and expand both recreational and cultural opportunities" through the objective to "boost resident participation through enhanced city events." The ongoing Parks and Recreation Master Plan community survey also listed "community events" as the highest demand/interest program desired by respondents.

Describe the timing considerations for approval of this item. Butler Amusements needs to have a signed contract received this month in order to complete all necessary site approvals (food permits, security, city permit, etc.) and pre-event marketing timelines in advance of the spring event.

Describe any anticipated impact this item might have on residents, businesses, or operations. Increased neighborhood traffic in and around Bill Gentry Park during the event dates.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. — Butler Amusements will submit a special event permit application through the City's approval process, ensuring that all appropriate legal requirements are followed.

RECOMMENDATION:

Approve authorization for the City Manager to enter into a revenue-sharing contract with Butler Amusements, Inc. to host a carnival-style special event at Bill Gentry Park on or about the dates of March 26-29, 2026.

PROPOSED MOTION:

I move to approve the contract with Butler Amusements, Inc. as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: Minimum Revenue \$5,000

FISCAL YEAR: FY26

ACCOUNT NUMBER: 111-4-1141-418

ACCOUNT NAME: Special Event

ATTACHMENTS

Butler Amusements Agreement 2026



BUTLER AMUSEMENTS, INC.

CLEANEST SHOW IN THE WEST

CONTRACT AND AGREEMENT

THIS AGREEMENT, made and entered onto this 27th day of August, 2025, by and between

BUTLER AMUSEMENTS, INC., hereinafter termed “FIRST PARTY”, and THE CITY OF EL MIRAGE, ARIZONA hereinafter termed “SECOND PARTY”.

WHEREAS First Party is engaged in the business of producing shows, exhibitions, entertainment and amusement devices and desires that Second Party shall sponsor First Party and make suitable arrangements for First Party’s operations in or near the city of EL MIRAGE, ARIZONA.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Second Party agrees to sponsor First Party for a period commencing March 26, 2026 to and including March 29, 2026. It is also understood that the Second Party will arrange to have access to grounds for setup from March 23, 2026 to March 25, 2026 and for teardown Monday, March 30, 2026. Second Party agrees to furnish a suitable location and exhibition site located at “Gentry Park” located at or about 14010 El Mirage Road in the City of El Mirage, Arizona.
2. Second Party shall waive any fees for all permits and licenses which First Party may be required to obtain for any and all of its operations in connection with the exhibition sponsored by Second Party.
3. First Party agrees to pay to Second Party as follows: Advance Sale: 20% of the gross sales.
On Site Sales:
15% of the first \$20,000, 20% of the next \$20,000 and 25% thereafter of the gross ride sales. **PLUS** \$20 for each food and game concession operated by the First Party collectively "Payment to Second Party" vs. a rental fee of \$5,000, whichever is greater. Plus, First Party will be required to provide Second Party with a \$1,000 refundable security deposit.
4. In keeping with its title “Cleanest Show in the West,” First Party agrees to clean the portion of the grounds utilized by the First Party during the showing engagement and to leave said grounds clean at the conclusion of said agreement.
5. First Party shall have exclusive control of the operation of all shows, riding devices and concessions; the feature and character of which shall be satisfactory to Second Party.
6. Second Party agrees that it will not sponsor or book directly or indirectly any other show, amusement or attraction of a similar nature to First Party’s operations at any time prior to the date of the exhibition provided herein.
7. If First Party is prevented from exhibiting or operating any of its shows or attractions by Act of God, riot, strike, fire, war, lockout or blackout, or if by any law or act of the United States or the State of Arizona, or any political subdivision thereof, now, or hereafter to be passed or adopted, or if by any order or command of any of the Military or Naval Forces of the United States or said State, the regular ordinary course of business of First Party is curtailed, suspended, interrupted or interfered with and said party thereby prevented from carrying on its usual course of business in whole or part, then this Agreement, at the option of either party, shall become null and void and each party released therefrom and any deposit given by First Party to Second Party guaranteeing the faithful performance of any of the terms and provisions hereof shall forthwith be refunded and repaid to First Party.
8. All contracts must be verified and agreed by the City Manager of the City of El Mirage, Arizona and the Director or Officer for Butler Amusements, Inc.

9. All prior negotiations are merged into this agreement and same shall not be modified except in writing, signed by the manager of the First Party authorized thereto.

10. Independent Contractor Status

It is expressly understood and agreed by both parties that First Party, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an agent of the Second Party. As an independent contractor, First Party is responsible for controlling the means and methods to complete the scope of work described in this agreement. First Party expressly warrants not to represent, at any time or in any manner, that First Party is an agent of the Second Party.

11. Advice and Status Reporting

First Party shall provide the Second Party with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder and shall furnish to Second party such information as is necessary to enable Second Party to monitor the performance of this agreement.

12. Assignment of Personnel

First Party shall assign only competent personnel to perform services pursuant to this agreement. If Second Party asks First Party to remove a person assigned to the work called for under this agreement, First Party agrees to do so immediately, without requiring the City to process a reason or explanation for is request.

13. Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to Second Party for entering into this agreement was, and is, the professional reputation and competence of First Party. Neither this agreement nor any interest therein may be assigned by First Party without the prior written approval of Second Party's authorized representative. First Party shall not subcontract any portion of the performance contemplated and provided for herein, without prior written approval of the Second Party's authorized representative.

14. Insurance

On or before beginning any of the services or work called for by any term of this agreement, First Party, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the Second Party the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the Second Party. First Party shall not allow any subcontractor to commence work on any subcontract until all insurance required of the First Party has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this agreement prior to execution.

- (a) Workers' Compensation. First Party shall, at First Party's sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by First Party. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, First Party may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the Arizona Labor Code. The insurer, if insurance is provided, or the First Party, if a program of self-insurance is provided, shall waive all rights of subrogation against the Second Party for loss arising from work performed under this agreement.
- (b) Commercial General and Automobile Liability Insurance. First Party, at First Party's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than:

I. Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit and

II. Commercial General Liability Insurance with limits of not less than \$5,000,000 per occurrence and not less than \$10,000,000 in the aggregate. The aggregate limits for such Commercial General Liability Insurance may be provided via primary coverage or in a combination of primary and umbrella/excess coverage. Second Party shall require Operator to provide endorsements to such Commercial General Liability Insurance.

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001(ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001(ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) Second Party, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of First Party, including the insider's general supervision of First Party; products and completed operations of First Party; premises owned, occupied or used by First Party. The coverage shall contain no special limitations on the scope of protection afforded to Second Party, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the Second Party will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of First Party to comply with reporting provisions of the policy shall not affect coverage provided to Second Party and its officers, employees, agents and volunteers.
 - (v) Insurance is to be placed with Arizona-admitted insurers with a Best's rating of no less than A:-VII.
 - (vi) Notice of cancellation or non-renewal must be received by Second Party at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. First Party shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Second Party's authorized representative, First Party may increase such deductibles or self-insured retentions with respect to Second Party, its officers, employees, agents, and volunteers.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (c), or (d) of this section of the agreement is reduced, limited, or materially affected in any other manner, First Party shall provide written notice to Second Party at First Party's earliest possible opportunity and in no case later than five days after Second Party is notified of the change in coverage.
- (e) In addition to any other remedies Second Party may have if First Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, First Party may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement.
- (ii) Order First Party to stop work under this agreement or withhold any payment which becomes due to First Party hereunder, or both stop work and withhold any payment, until First Party demonstrates compliance with the requirements hereof.
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies Second Party may have and is not the exclusive remedy for First Party's breach.

15. Indemnification-First Party's Responsibility

As to the First Party's work hereunder it is understood and agreed that (a) First Party has the professional skills necessary to perform the work, (b) Second Party relies upon the professional skills of First Party to perform the work in a skillful and professional manner, and (c) First Party thus agrees to so perform.

Acceptance by Second Party of the work performed under this agreement does not operate as a release of said First Party from such professional responsibility for the work performed. It is further understood and agreed that First Party is apprised of the scope of the work to be performed under this agreement and First Party agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to First Party's profession.

First Party shall indemnify, defend, and hold Second Party, its officers, employees, agents, and volunteers harmless from and against all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by willful misconduct or negligent acts or omissions of First Party, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the Second Party, its officers, employees, agents, or volunteers. Acceptance of insurance certificates and endorsements required under this agreement does not relieve First Party from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of First Party, its employees, agents, or subcontractors by federal or state law, First Party warrants that such license has been obtained, is valid and in good standing, and First Party shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Business Licenses

First Party shall obtain and maintain a City of El Mirage Business License until all agreement services are rendered and accepted by the Second Party.

18. First Party must abide by all conditions set forth by the City of El Mirage's Temporary Use Permit (TUP) for the Special Event Permit. If any one of those conditions of approval set forth by the TUP is not fully satisfied, Second Party may deem First Party in breach of this agreement.

19. This contract and agreement is not valid unless all copies are signed by both parties and one copy returned to the First Party by November 1, 2025.

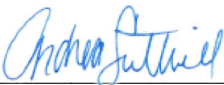
20. This agreement will also cover the years 2027, 2028 and 2029 for the spring carnival event contingent upon mutually agreed upon dates.

21. The cost for providing the following services to operate the carnival will be born in full by the First Party:

- a. Carnival Security (private)
- b. Portable toilet and wash stations
- c. Garbage and recycling dumpsters and disposal
- d. Diesel fuel & generators as needed for operation of carnival

Executed in duplicate the day and year first herein above written.

BUTLER AMUSEMENTS, INC

BY 
Andrea Stillwell, Director
FIRST PARTY

Date: 9/10/2025

CITY OF EL MIRAGE, ARIZONA

BY _____
SECOND PARTY

Date: _____

APPROVED AS TO FORM

By: _____

Justin Pierce, City Attorney

Date: _____

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve a 3-year agreement with CDWG for software licenses for Cisco Contact Center Express (UCCX) at an annual cost not to exceed \$13,534.53 (\$12,382.92 + applicable sales tax of \$1,151.61) in Fiscal Years 2026, 2027 and 2028 for a total of \$40,603.59 (\$37,148.76 + applicable sales tax of \$3,454.83) over the three years utilizing Omnia Partners cooperative agreement #2024056. (Information Technology)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Tom Bacome, IT Director

DEPARTMENT: Information Technology

BACKGROUND:

Describe the benefit to the organization and/or community. The City of El Mirage currently operates an on-premises phone system. This agreement and the subsequent purchase will guarantee that the city has the necessary licenses to continue using the phone system for managing calls at customer service and the court. In addition, this licensing provides the ability to utilize the interactive voice response (IVR) system employed across city departments.

Describe how this item aligns with an operational need, city priority, or strategic goal. The city's phone system allows the City of El Mirage to function as a High Performing Government through the use of communication tools and modern technology.

Describe the timing considerations for approval of this item. The information technology department has been working with the vendor to acquire the appropriate agreement for the past several months. In order to continue using the city's contact center (call agents) and interactive voice response system, this agreement and subsequent purchase must be completed by September 29, 2025. However, there is a grace period that will allow us to operate completely until October 14, 2025 (15 days).

Describe any anticipated impact this item might have on residents, businesses, or operations. Without the necessary licensing, the interactive voice response system and call agents at customer service and the court will no longer operate.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. No statutory requirements or other legal mandates are applicable.

RECOMMENDATION:

Approve a 3-year agreement with CDWG for software licenses for Cisco Contact Center Express (UCCX) at an annual cost not to exceed \$13,534.53 (\$12,382.92 + applicable sales tax of \$1,151.61) in Fiscal Years 2026, 2027 and 2028 for a total of \$40,603.59 (\$37,148.76 + applicable sales tax of \$3,454.83) over the three years utilizing Omnia Partners cooperative agreement #2024056.

PREVIOUS RELATED COUNCIL ACTION:

No previous action on this item as this is a new subscription agreement.

PROPOSED MOTION:

I move to approve the 3-year agreement with CDWG for software licenses for Cisco Contact Center Express (UCCX) as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: \$13,534.53

FISCAL YEAR: 2026

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

AMOUNT REQUESTED: \$13,534.53

FISCAL YEAR: 2027

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

AMOUNT REQUESTED: \$13,534.53

FISCAL YEAR: 2028

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

ATTACHMENTS

Cisco Unified Communication License Agreement

Omnia Cooperative Agreement



Customer Order Form

Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: CITY OF EL MIRAGE		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 36 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
Solution Support for Collaboration	1	\$1,189.32		\$1,189.32	\$3,567.96
On-Premises UCCX Premium Concurrent Agent	22	\$508.80	Per Agent	\$11,193.60	\$33,580.80
Total Service Fees		\$1,698.12		\$12,382.92	\$37,148.76

INCLUDED ITEMS

Flex 3.0 for Contact Center	1	
On-Premises UCCX Premium Agent License Smart Licensing	22	Per Each
On-Premises UCCX Standard & Premium Server Smart Licensing	1	Per Each
On-Premises UCCX Standard & Premium Media Kit v15	1	Per Each

Initial Subscription Term Total : \$37,148.76

Terms:

- 1. TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
- 2. TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.
- 3. PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription

renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product> (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Version Date: 9/22/2025

City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

- I. City of Mesa/CDW-G Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue
	Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515
	Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.5 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

 - (A) Scope of Work/ Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: 

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve a 3-year agreement with CDWG for software licenses including Cisco Call Manager and Unity Voicemail at an annual cost not to exceed \$21,193.34 (\$19,390.06 + applicable sales tax of \$1,803.28) in Fiscal Years 2026, 2027 and 2028 for a total of \$63,580.01 (\$58,170.18 + applicable sales tax of \$5,409.83) over the three years utilizing Omnia Partners cooperative agreement #2024056. (Information Technology)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Tom Bacome, IT Director

DEPARTMENT: Information Technology

BACKGROUND:

Describe the benefit to the organization and/or community. The City of El Mirage currently operates an on-premises phone system. This agreement and the subsequent purchase will guarantee that the city has the necessary licenses to continue using the phone system for calls and voicemail for city employees and, by extension, the community.

Describe how this item aligns with an operational need, city priority, or strategic goal. The city's phone system allows the City of El Mirage to function as a High Performing Government through the use of communication tools and modern technology.

Describe the timing considerations for approval of this item. The information technology department has been working with the vendor to acquire the appropriate agreement for the past several months. In order to continue using the city's phone system, this agreement and subsequent purchase must be completed by September 29, 2025. However, there is a grace period that will allow us to operate completely until October 14, 2025 (15 days).

Describe any anticipated impact this item might have on residents, businesses, or operations. Without the necessary licensing, the phone system will no longer work, affecting all aspects of city functions.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. No statutory requirements or other legal mandates are applicable.

RECOMMENDATION:

Approve a 3-year agreement with CDWG for software licenses including Cisco Call Manager and Unity Voicemail at an annual cost not to exceed \$21,193.34 (\$19,390.06 + applicable sales tax of \$1,803.28) in Fiscal Years 2026, 2027 and 2028 for a total of \$63,580.01 (\$58,170.18 + applicable sales tax of \$5,409.83) over the three years utilizing Omnia Partners cooperative agreement #2024056.

PREVIOUS RELATED COUNCIL ACTION:

A 3-year subscription for phone and voicemail licenses was approved by city council on September 20, 2022.

PROPOSED MOTION:

I move to approve the 3-year agreements with CDWG for Cisco phone and voicemail subscription licensing as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: \$21,193.34

FISCAL YEAR: 2026

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

AMOUNT REQUESTED: \$21,193.34

FISCAL YEAR: 2027

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

AMOUNT REQUESTED: \$21,193.34

FISCAL YEAR: 2028

ACCOUNT NUMBER: 111-5-1511-330

ACCOUNT NAME: Computer Software Subscription

ATTACHMENTS

Cisco Call Manager License Agreement

Omnia Cooperative Agreement



Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: CITY OF EL MIRAGE		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 36 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
NU On-Premises Calling Professional	183	\$89.26	Per User	\$16,333.85	\$49,001.54
On-Premises Unity Connection Add-on	5	\$28.56	Per Each	\$142.80	\$428.40
NU On-Premises Calling Enhanced	48	\$60.70	Per User	\$2,913.41	\$8,740.22
Total Service Fees		\$178.52		\$19,390.06	\$58,170.16

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1	
Unified Communications Manager Smart License - Pro (1)	183	Per User
Cisco Support Standard	231	Per Each
On-Premises SW Bundle v15	1	Per User
SRST Endpoints (1)	414	Per User
Messaging Named User Entitlement (1)	231	Per User
File Storage Entitlement	4620	Per User
Unity Connection Smart License (1)	188	Per User
Enhanced Smart License (1)	48	Per User
Pro Pack for Cisco Control Hub Entitlement	231	Per User
Emergency Responder Smart License (1)	597	Per User

Initial Subscription Term Total : \$58,170.16

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.
3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product> (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Version Date: 8/27/2025

City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

- I. City of Mesa/CDW-G Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue
	Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515
	Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.5 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

 - (A) Scope of Work/ Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: 

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the purchase of goods and services from Ecolab in an amount not to exceed \$97,558.50 for replacement and repair of filtration media at the City's Dietz Crane well site and authorize finance to make any transfers. (Public Works)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Nick Russo,
Public Works Director

DEPARTMENT: Public Works

BACKGROUND:

The City of El Mirage water production system consists of nine well sites. Each of the sites is required by the Arizona Department of Environmental Quality (ADEQ) to meet standards to ensure the safety of its drinking water for system users. The production system at the Dietz Crane well site located at 14955 N. Dysart Road, contains a filtration system for arsenic from the groundwater in this location. The filtration system consists of piping, valves, vessels, media, and a control system. Proper maintenance on this system requires replacement of the media component of the system every two to three years. The Public Works department has this project on a set schedule and has the replacement as a budgeted project for fiscal year 2026.

The scope of this project includes the removal and recharging of the existing resin, as well as the replacement of any lost resin in the system. The project will ensure that the system is in optimal condition for the next three years, at which time the system will be refreshed again. The system is proprietary, and Ecolab (Purolite) is the sole source vendor for these products and services. The total cost for the project is \$97,558.50 and is budgeted as a special project (42432) in fiscal year 2025/2026.

Describe the benefit to the organization and/or community. This project benefits the community by replacing the filtration media on the Dietz Crane well site on the manufacturer recommended schedule to ensure the quality of water being served by this facility.

Describe how this item aligns with an operational need, city priority, or strategic goal. This project aligns with the City's priority on dependable and safe infrastructure.

Describe the timing considerations for approval of this item. The lead time on the parts for this project is between six to eight weeks. Beginning the project this fall would ensure that the parts are ordered and the project can be scheduled during

the winter season, a lower period of demand for the City's wells.

Describe any anticipated impact this item might have on residents, businesses, or operations. This project will have a positive impact on residents and water system users by providing for excellent water quality from Dietz Crane well site.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. The City is required by the Arizona Department of Environmental Quality (ADEQ) to maintain a drinking water supply with an arsenic level lower than 10 parts per billion (ppb). This project provides for the necessary labor and materials to meet and exceed this regulatory standard.

RECOMMENDATION:

Recommend to approve the purchase of goods and services from Ecolab in an amount not to exceed \$97,558.50 for replacement and repair of filtration media at the City's Dietz Crane well site and authorize finance to make any transfers.

PROPOSED MOTION:

I move to approve the purchase of goods and services from Ecolab as presented.

BUDGETED: Yes

CIP: No

CIP/Activity: 42432

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$97,558.50

FISCAL YEAR: FY26

ACCOUNT NUMBER: 511-5-7115-418

ACCOUNT NAME: Water Fund - Special Projects

ATTACHMENTS

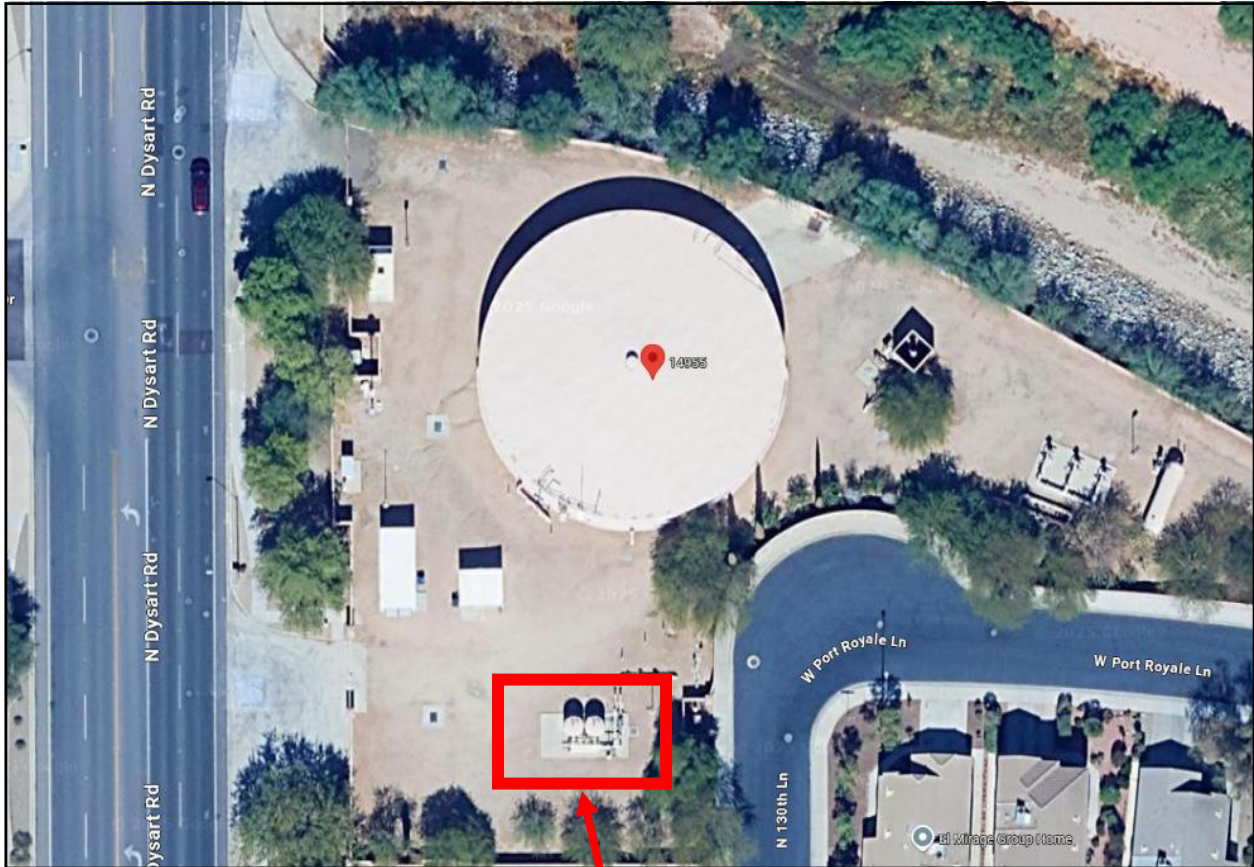
Dietz Crane Filtration System

42432 purchase order request

ecolab sole source documentation

ecolab proposal for media replacement

Dietz Crane Well Site



Filtration System



PO REQUEST INFO

Date: **TOTAL PO AMOUNT:** **GL Account:** **Amount 1st GL:**

Requested By: If extra funds needed, enter acct. # you will use below:

Vendor: **Contract Entity:**

Activity or Special Project Number: **Contract Number:** **Contract End Date**

Explanation of request:

If Multiple accounts, list additional GLs and amounts:

ADD'L GL Account: **Amount 2nd GL:** GL to use if shortage:

ADD'L GL Account: **Amount 3rd GL:** GL to use if shortage:

ADD'L GL Account: **Amount 4th GL:** GL to use if shortage:

Check appropriate box and confirm required attachments are included/emailed:

\$5000.01-10,000. Attached: Three (3) informal quotes -OR- Contract and quote

\$10,000.01-30,0000. Attached: Contract & formal quote -OR- Three (3) formal quotes

Over \$30,000. Attached: Contract & formal quote or RFP if no contract; AND Council Approval, budget line from Budget Book

Memo attached for Sole Source, Emergency Purchase, or other non-conforming request.

New Vendor, new name, new ownership? W9 and Vendor Registration Form attached.

Dept. Head Approval: 

Special Projects FY2025

Activity #	PROJECT ACTIVITY TITLE	DEPT	GL ACCOUNT	FY2026
42601	Neighborhood Services Program	Admin	111-5-1411-418	\$50,000
42407	Residential Streetlight Program	Development Services	111-5-1613-418	\$50,000
42602	Neighborhood Preservation	Development Services	111-5-1614-418	\$20,000
42409	Abatement	Development Services	111-5-1615-418	\$100,000
42518	Downtown Revitalization	Non-Departmental	111-5-1591-418	\$100,000
42404	Park Improvements	Parks & Rec	111-5-4562-418	\$154,000
42519	Marvin Fellow	Parks & Rec	111-5-4564-418	\$27,000
42524	Glendale Regional Public Safety Training Center	Police	111-5-2113-418	\$782,000
42405	Facility Roof Replacement Program	Public Works	111-5-1583-418	\$40,000
42526	HVAC Replacement Program	Public Works	111-5-1583-418	\$45,000
42525	Gate Operator Replacement Program	Public Works	111-5-1583-418	\$33,000
42430	GIS Mapping	Wastewater	541-5-7586-418	\$109,000
42430	GIS Mapping	Water	511-5-7115-418	\$64,000
42431	Lead and Copper Pipe Consultant	Water	511-5-7115-418	\$50,000
42432	Dietz Crane Arsenic Media Replacement	Water	511-5-7115-418	\$100,000
42603	OSHA Required Arc Flash Assessment	Water	511-5-7115-418	\$150,000
			TOTAL (15)	\$1,874,000

Scott Ketchmark
City of El Mirage
12000 W. Peoria Avenue
El Mirage, Arizona 85335

Date: September 15, 2025

Subject: ArsenXnp Resin Regeneration Service (RAM300)
14955 N. Dysart Treatment Plant

To: Scott Ketchmark

This letter is to confirm that the Regeneration Services for ArsenXnp, arsenic removal media, is a sole source service provided by Purolite exclusively. No division of Purolite, nor any other company, provides a similar or competing service which is NSF/ANSI 61 certified. This service must be purchased directly by institutions from Purolite at the address listed below. There are no agents or dealers authorized to represent or duplicate this NSF/ANSI 61 certified regeneration service. To our knowledge, there is no other Certified Regeneration Service available for purchase that would serve the same purpose.

If you desire additional information, don't hesitate to contact me any time or visit our website at www.purolite.com

Thank you very much,

Lauren Collins

Lauren Collins
Technical Sales – West
949-537-0895

MEMORANDUM

TO: Nick Russo, Public Works Director
Valerie Ojeda, Procurement Specialist, Senior

FROM: Kyle Huttenhow Utilities Supervisor

THROUGH: Scott Ketchmark, Utilities Superintendent

SUBJECT: Ecolab Arsenic Media Regeneration

DATE: September 17, 2025

This memo serves to confirm that regeneration services for ArsenXnp, an arsenic removal media, are a sole source service provided exclusively by Ecolab.

No other company, offers a similar or competing regeneration service that is NSF/ANSI 61 certified. This service must be purchased directly from Ecolab. There are no authorized agents, dealers, or third parties permitted to represent or duplicate this certified regeneration service.

To our knowledge, no other certified regeneration service is available for purchase that meets the same specifications or regulatory requirements.



Purolite Purofill™ Services for Arsenic Ion Exchange Resin Replacement Service: Dietz Crane Treatment Plant

September 16, 2025

Lauren Collins
Technical Sales – Western Region

M 949 537 0895
E lauren.collins@ecolab.com

Scope of Work

Ecolab will remove the spent resin from one vessel and prepare it for shipment to the Ecolab facility for regeneration. After the regeneration process is completed, RAM300 resin will be returned to the City, where Ecolab will reinstall it into the vessel and resume operations. Additionally, the City has the option to supplement any loss of resin with FerriX A33E if required.

Schedule

- Mobilization 1: Scheduled within 4 weeks after purchase order receipt.
- Regeneration (approx. 200 cu ft): 6–8 weeks.
- Mobilization 2: Scheduled upon completion of regeneration.

City of El Mirage Responsibilities

- Bypass units lock out/tag out.
- **Drain vessel of all water 2-3 days before scheduled service**
- Disinfect vessel after the resin has been removed and before filled
- Water Sampling for ADEQ
- Remove locks and return units to service after the resin has been replaced
- Labor to break up solidified filter media, if necessary
- Materials and labor to repair internals of filters, if necessary

Ecolab Responsibilities

- Mobilization 1:
 - Vacuum exhausted resin into super sacks.
 - Inspect screens, tank lining and gaskets
 - Power wash and clean interior walls of vessels
 - Transport exhausted resin to authorized regeneration facility
 - Regenerate RAM300 Resin
- Mobilization 2:
 - Transport regenerated resin back to City of El Mirage
 - Fill vessels with regenerated RAM300 Resin
 - Rinse and backwash regenerated resin
 - Ensure site is clean and free of service equipment and debris

Additional Services and Information

- Regeneration pricing is based on non-hazardous exhausted resin
- Confined space labor to enter vessels for power washing is included
- Virgin FerrlX A33E resin is available for topping off the vessel. Pricing is \$501.49 per cubic foot plus a 10% trade surcharge.

Typical Site Criteria/Conditions

- Ecolab team is authorized to stop work or not start work due to any safety concerns.
- Ability to get service equipment within short distance of vessels to be serviced.
- Resin transport truck to have close access to the vessel to be serviced.
- Exhausted resin is to be free flowing. Should the exhausted resin bed be heavily calcified and must be broken up manually for removal, extra labor charges may be required.
- Availability of electricity, potable water, lighting, ladders or scaffolding to access the vessel and drainage.

Notes and Clarifications

- Pricing is based on two (2) mobilizations; one day is required to extract the resin, and one day to install the regenerated media. Additional trips required by the City of El Mirage due to delays or issues not in the control of Ecolab may require additional charges for mobilization of personnel and equipment.
- BACT and Arsenic sampling and testing is not included in this proposal. Ecolab can assist or provide this service once the sampling protocol for the City of El Mirage is defined. Typically, the owner performs this service.
- Service is normally performed during the normal operating hours of Monday to Friday 7am to 5pm. If additional time is required, overtime is charged, and customer is advised of number of hours and charges prior to work performed.
- Super sacks will be unlined to allow drainage of excess water.
- Rate of \$350/HR will apply for any standby time due to any delays or repairs by client.
- Payment terms Net 30.
- Please note that the above price **does not** include any permits.

Terms and Conditions

This proposal is subject to the terms and conditions found here:

<https://www.purolite.com/index/Company/Resources/terms---conditions-of-sale>



QUOTE

Quote Number: 2025-20286
Quote Issue Date: Sep 16, 2025
Quote Valid Until: Dec 31, 2025

BILL TO:
CITY OF EL MIRAGE (01-4711)
City of El Mirage, Water Division 10000 N. El Mirage Rd.
EL MIRAGE, AZ 85335 United States of America

SHIP TO:
CITY OF EL MIRAGE (01-4711)
10000 N. El Mirage Rd.
El Mirage, 85335

Contact: Scott Ketchmark

PUROLITE RESIN PRODUCTS	NET PRICE	UOM	QUANTIT Y	PACKAGING	SALES TAX	TOTAL
RAM300 Sales tax assumed at 9.3%	\$ 335.00	CF	200	42 CF SS	\$ 6,231.00	\$ 67,000.00
SERVICE Service includes two mobilizations.	\$ 16,437.50	N/A	1	Per attached SOW	\$ 0.00	\$ 16,437.50
FREIGHT From: 1545 W. Holly Street, Phoenix, Az 85009 To: 3620 G Street, Philadelphia, 19134 Pallets: 5 Weight: 10,250 lbs. Carrier: Road Scholar Freight Rate: \$5,940.00 To: 1545 W. Holly Street, Phoenix, Az 85009 From: 3620 G Street, Philadelphia, 19134 Pallets: 5 Weight: 10,250 lbs. Freight rate: \$1,950.00	\$ 7,890.00	N/A	1	Per attached SOW	\$ 0.00	\$ 7,890.00
FerrIX™A33E Virgin FerrIX A33E resin is available for topping off the vessel.	\$ 501.49	CF	0	5 CF Drum	\$ 0.00	\$ 0.00

Sub Total	\$ 97,558.50
Total Sales Tax	
Transporation Surcharge (4%) + Trade Surcharge (6.5%)	\$ 0.00
Freight	\$ 0.00
Grand Total (USD)	\$ 97,558.50

TERMS AND CONDITIONS

Sales based on this Quotation are subject to Purolite's Terms and Conditions of Sale, which are incorporated into this Quotation by reference, a copy of which can be found at <https://www.purolite.com/index/Company/Resources/terms---conditions-of-sale>

This quotation is subject to a trade surcharge. Tariffs are variable and the surcharge is subject to change. Information on tariffs can be found at <https://www.federalregister.gov/>.

Purolite is implementing immediately a 4% transportation surcharge on all orders to help cover the extraordinary increase in transportation costs experienced in 2021 within our supply chain.

Payment Terms: Net 30

Freight Terms: Prepay and Add

Lead Time:

Notice: A return material authorization (RMA) is required for all product returns. Products can only be returned unused and in commercially resalable condition. All returns may be subject to restocking fee of up to 30% of the purchase price. In the event that an error occurred on the part of Purolite, the restocking fee will be waived.

PURCHASE ORDER REQUIREMENTS

Specify the following for each product ordered:

Quote Number (Located in upper right corner of this quote)

Product name(s)

Packaging

Quantity

Price for the complete order

Freight instructions including the name and contact information of your carrier

SUBMIT PURCHASE ORDERS TO:

Purolite, an Ecolab Company 2201 Renaissance Boulevard
King of Prussia, PA 19406 P: 610.668.9090
F: 800.260.1065

Email: customerservice@purolite.com

PUROLITE TAX ID NUMBER:

87-1088122

WIRE TRANSFER REMITTANCE: Bank Routing Number:

021000021 SWIFT Code: CHASUS33 General Bank Reference
Address: JPMorgan Chase New York, NY 10017 Account
Number: 573298315 Account Name: Purolite LLC **ACH**
REMITTANCE: Bank Routing Number: 071000013 Account
Number: 573298315 Account Name: Purolite LLC

REMIT CHECKS TO:

Purolite LLC PO Box 736123 Chicago, IL 60673-6123

SALES CONTACT

Lauren Collins

lauren.collins@ecolab.com

At Purolite, we believe that every customer represents an opportunity for innovation and optimization. We look forward to serving you.

www.purolite.com

Resumes



Francis Boodoo, Director of Applied Technologies

Manages a global team of application engineers supporting over 40 sales offices. He has over 40 years of water treatment and ion exchange resin experience and was instrumental in the development and commercialization of Ecolab's PFAS - selective resins, including its unique buffered resins for controlling changes in the chloride to sulfate ratio of the treated water. He is the inventor of four water treatment-related patents with two additional applications for reducing capital and operating costs of PFAS removal systems. He is the creator of Ecolab's ion exchange simulation software for predicting and guaranteeing capacity and breakthrough data for Ecolab's PFAS-selective resins.

Francis has an MBA and a bachelor's degree in chemical engineering and is the author of over a dozen technical articles on the application of PFAS-selective resins in treating potable and groundwater.

Who We Are

We are a team of chemists, engineers, scientists, researchers and support specialists with one common goal — to provide the best solution for your application challenges.



Lauren Collins, Technical Sales Representative

Lauren joined Ecolab in 2023 to focus on groundwater remediation of arsenic, PFAS, perchlorate, and nitrate with ion exchange. She has supported numerous drinking water and industrial treatment projects over her tenure in the water industry. Lauren joins Ecolab from Eurofins Environmental Testing Laboratories supporting public water systems and consultants with water quality analysis.



Cathy Swanson, Environmental Sustainability Segment Manager

Cathy has been in the water industry for over 18 years. She has worked on groundwater remediation for drinking water with a focus on inorganic constituents, especially perchlorate. She earned her chemical engineering degree from Northwestern University and an MBA from the University of North Carolina Chapel Hill. She also worked at Evoqua, Dow Corning, and Air Liquide.



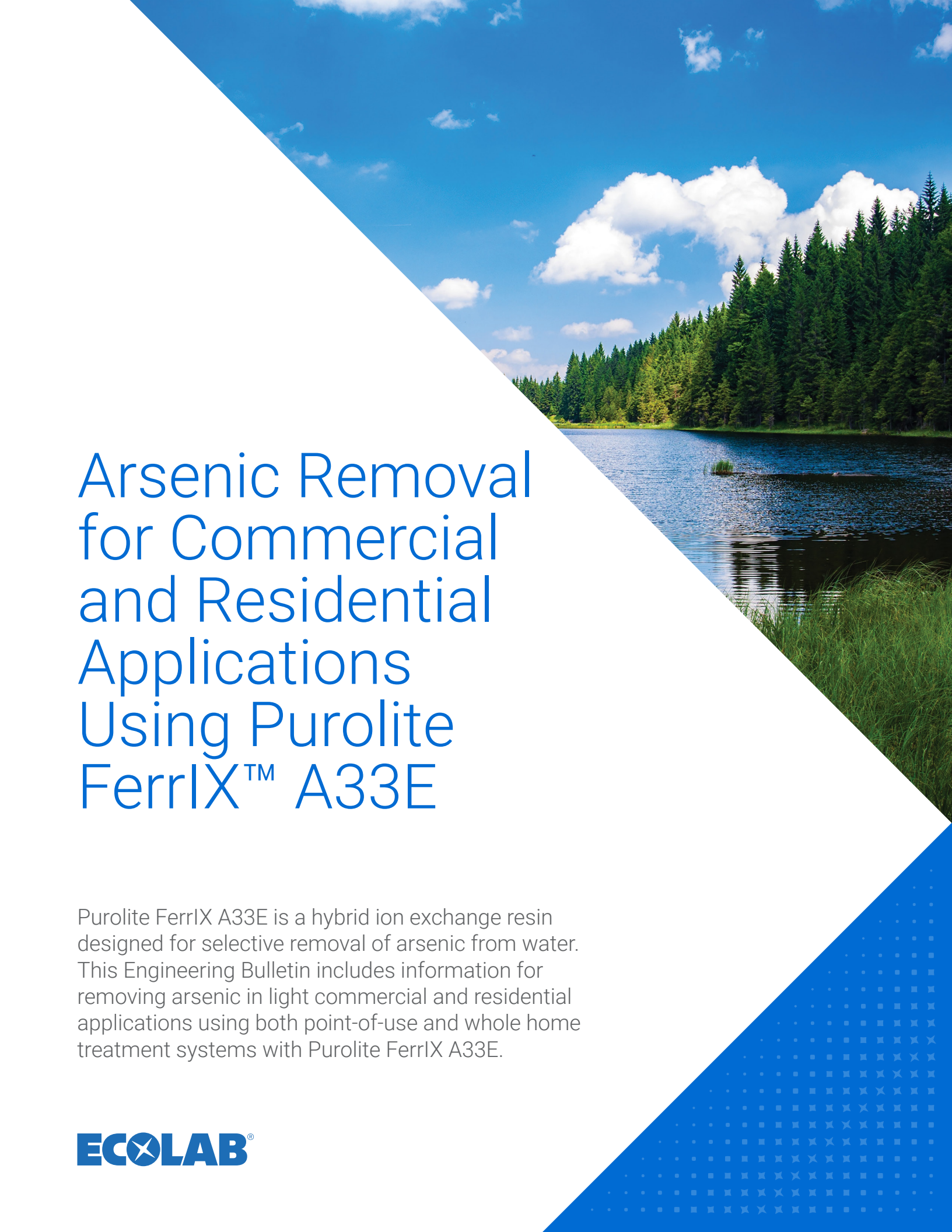
Javier Hernandez, Ecolab National Service Manager

Javier has been working in the ion exchange and drinking water industry for almost a decade. Over his tenure, he has supported perchlorate and PFAS treatment for water purveyors, pharmaceutical plants, industrial water treatment, and food and beverage plants. He has extensive experience in operating and troubleshooting multiple treatment systems. He will be your main point of contact during the resin exchange.

Appendix

In the following pages, Ecolab provides the following documentation.

- Arsenic Design and Operational guideline
- NSF 61 Certification Listing
- ISO 9001 Certification



Arsenic Removal for Commercial and Residential Applications Using Purolite FerrIX™ A33E

Purolite FerrIX A33E is a hybrid ion exchange resin designed for selective removal of arsenic from water. This Engineering Bulletin includes information for removing arsenic in light commercial and residential applications using both point-of-use and whole home treatment systems with Purolite FerrIX A33E.

Arsenic Removal for Commercial and Residential Applications Using Purolite FerrIX A33E

Contents

Ecolab Arsenic Treatment Solution	3
Factors Impacting Arsenic Removal Capacity	5
Equipment Design Parameters	7
Purolite FerrIX A33E Application Questionnaire	10

Ecolab Arsenic Treatment Solution

Arsenic is a semi-metal element in the periodic table. It is odorless and tasteless. It enters drinking water supplies from natural deposits in the earth or from agricultural and industrial practices. Arsenic has been linked to cancer of the bladder, lungs, skin, kidneys, nasal passages, liver and prostate. Non-cancer effects can include thickening and discoloration of the skin, stomach pain, nausea, vomiting, diarrhea, numbness in hands and feet, partial paralysis and blindness (United States Environmental Protection Agency, 2015). On January 22, 2001, the EPA set the arsenic standard for drinking water at 0.01 mg/L or 10 parts per billion (ppb) to protect consumers served by public water systems from the effects of long-term, chronic exposure to arsenic. Water systems had to meet the new standard by January 23, 2006 (United States Environmental Protection Agency, 2022).

Purolite FerriX A33E

[Purolite FerriX A33E](#) is a proprietary hybrid ion exchange resin designed for selective removal of arsenic from water. This highly porous anion resin is infused with iron oxide to allow for fast and efficient adsorption of arsenic. The porous nature of the resin beads allows for maximum utilization of the infused iron. Iron oxide adsorption treatment for arsenic in groundwater is a common removal process that involves the chemical treatment of arsenic species. In the process, arsenic adsorbs onto the iron oxide to create larger particles that can be filtered out of the water stream.

Water treatment systems incorporating Purolite FerriX A33E resin are designed and operated using the same engineering guidelines as conventional ion exchange resins, and can be used in majority of existing lead-lag or parallel design configurations. This guide is meant to cover light commercial and residential applications for both point-of-use systems and whole home treatment systems. Although Purolite FerriX A33E will remove both forms of arsenic that are most prevalent in water (As^{III} and As^{V}), the capacity is much higher when peroxidation is included in the treatment plan. As this is an anion-based resin all oxidizing chemicals must be removed prior to the resin.

The superior strength of ion exchange beads means fines will not be generated during resin loading or the service cycle. Pressure drop will remain low and backwash will be minimized, reducing water loss and avoiding the discharge of arsenic laden fines to the sewer.

- Purolite FerriX A33E is certified to NSF/ANSI/CAN 61 Standard
- Purolite FerriX A33E is ideal for municipal water treatment plants as well as point-of-entry (POE) and point-of-use (POU) systems
- Purolite FerriX A33E is not hazardous according to OSHA 29 CFR 1910.120*

TABLE 1 Physical and Chemical Characteristics

Characteristics	Description
Polymer Structure	Polystyrene crosslinked with divinylbenzene
Appearance	Brown spherical beads
SBC	0.5–4%
Particle Size Range	300–1200 µm
< 300 µm (max.)	1%
Uniformity Coefficient (max.)	1.7
Shipping Weight (approx.)	720–760 g/L (45.0–47.5 lb/ft ³)
Temperature Limit	80 °C (176.0 °F)
pH limits, Operating	4.5–8.5

*Dispose of waste and residue in accordance with the requirement of local authorities.

Arsenic is one of the hardest ions to remove from water. It has a high molecular weight and there are many factors that will impact its removal from water. One of the main factors is that phosphate ions are very similar to arsenic ions, and compete for exchange sites. If the feed water has high levels of phosphate, the capacity for arsenic removal will be much lower. Another factor that will affect the ability to remove arsenic from water is the feed pH. It is best to maintain close to neutral pH (~ 7 pH) for arsenic removal applications. At much lower pH levels, arsenic can become insoluble and lose its ionic charge. The levels of natural arsenic in water will vary from area to area with the highest levels in areas with very deep wells.

Factors Impacting Arsenic Removal Capacity

The capacity of all granular iron media (GIM) used for arsenic removal are significantly impacted by the following factors:

- pH — increasing pH results in lower capacity
- Phosphate — competes vigorously with arsenic for exchange sites on media
- Silica — competes for exchange sites and can precipitate and/or bind with other foulants and block exchange sites
- Vanadium — competes vigorously with arsenic for exchange sites
- Other oxyanions (e.g., selenite, molybdate, antimonate, chromate) — will lower arsenic removal capacity
- Specific flow rate — gpm/ft³ of media or BV/h — higher specific flowrates results in earlier breakthrough and lower capacity
- Empty Bed Contact Time (EBCT) — lower EBCT results in earlier breakthrough and lower capacity

Essential Data Input

It is important to gather as much information as possible on the system so that “surprises” can be avoided. For example, other anions and oxyanions will compete with arsenic for removal by ion exchange resin so it is best to test for the following items prior to designing the treatment system:

- Arsenic III (ppb)
- Arsenic V (ppb)
- Vanadium (measured to ppb levels, e.g., 10 ppb)
- Phosphate (measured in ppb levels, e.g., 30 ppb)
- Silica (ppm)
- pH
- Other oxyanions (e.g., molybdate, selenite, antimonate, uranium – total all in ppb)
- Peak flowrate – gpm or lpm
- Water usage/day – GPD or LPD
- Target maximum arsenic level in treated water

Other factors that affect fouling, precipitation and oxidation, or that impact MCL limits:

- Suspended solids
- Total hardness
- Iron/manganese
- Chlorine or other oxidants
- Nitrate
- Microbiological count (if suspected to be a problem)

Special notes

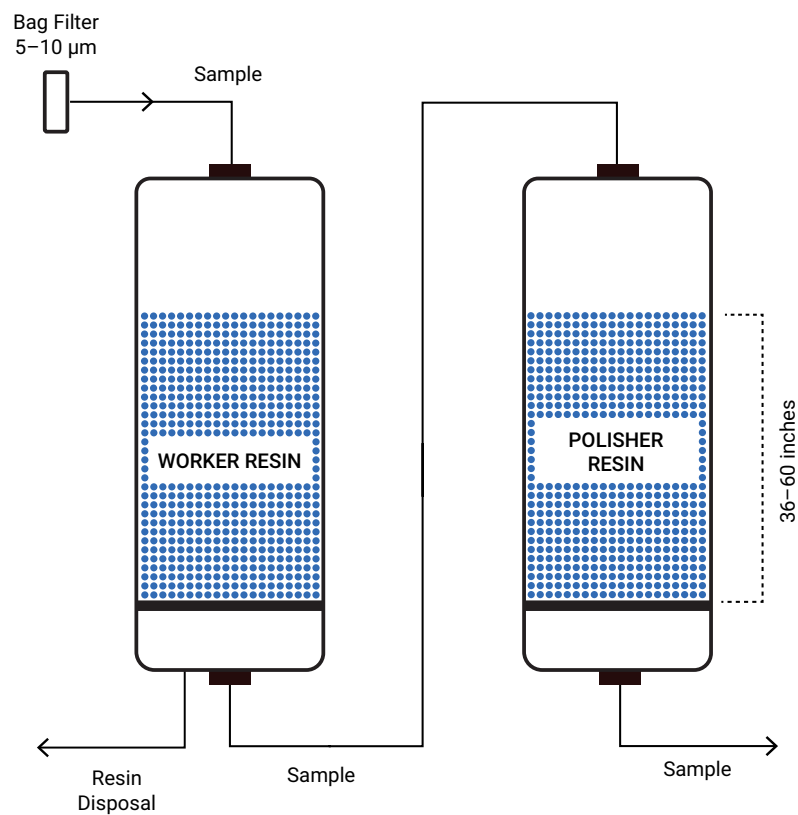
The potential exists for nitrate dumping above the MCL due to residual anion capacity in the product. If nitrate in influent is above 5 ppm as N, contact your Purolite Technical Representative.

Equipment Design Parameters

We suggest using a lead/lag equipment arrangement to reduce the likelihood of arsenic leakage upon resin exhaustion. The lead vessel will do the majority of the arsenic removal and the lag vessel will act as a polisher removing any amounts of leakage for the lead vessel. On exhaustion of the lead vessel, replace the lead with the lag vessel and put fresh resin in the lag position:

FIGURE 1

Lead/Lag Design



Other Design Parameters

- 2–5 minutes contact time
- < 4 gpm/ft³ flow rate (< 30 BV/h)
- Bed depth > 30" (760 mm)
- Distributor design for 16–50 mesh media (300–1,200 microns)
- Sample ports at the inlet/inter-stage/outlet positions
- Discount capacity for higher flow rate
- Pre-filter for suspended solids to maintain < 1 NTU turbidity influent to the resin vessels
- Consult with Purolite on further design details

FIGURE 2

Typical Breakthrough Profile

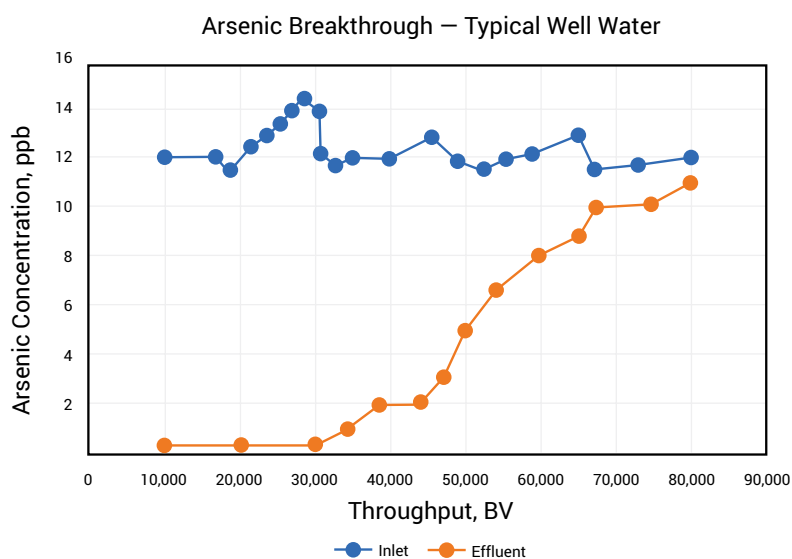
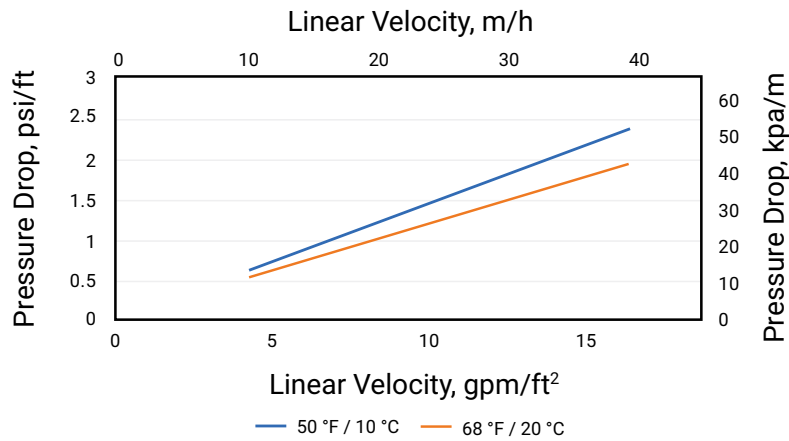
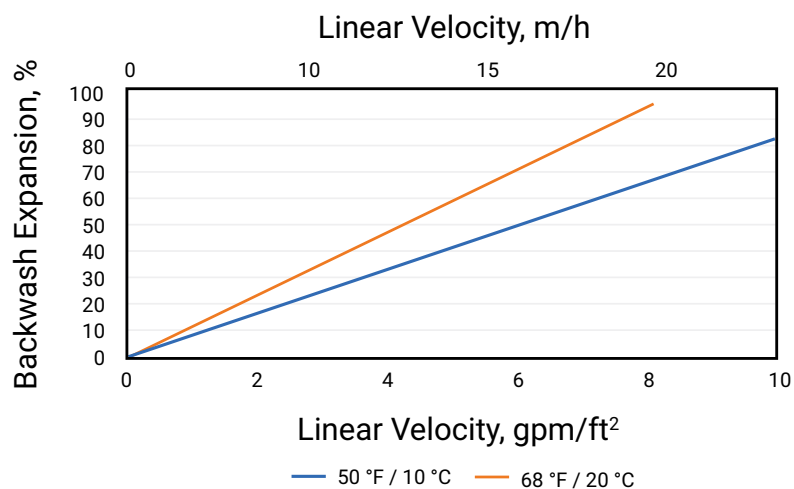


FIGURE 3**Pressure Drop,
Purolite FerriX A33E****FIGURE 4****Backwash Expansion,
Purolite FerriX A33E**

Note: Once the resin is put into service, backwashing is not permitted as this will lead to shortened bed life.

References

- United States Environmental Protection Agency. (2015, November 9). Chemical Contaminant Rules. Retrieved December 16, 2015, from <http://www.epa.gov/dwreginfo/chemical-contaminant-rules>
- United States Environmental Protection Agency. Retrieved January 18, 2022 from <https://www.epa.gov/dwreginfo/drinking-water-arsenic-rule-history>
- Federal-Provincial Territorial Committee on Drinking Water. (2006). It's your health: Arsenic in drinking water (ISBN # 0-662-36233-0). Retrieved from Health Canada website: https://www.canada.ca/content/dam/hc-sc/migration/hc-sc/hl-vs/alt_formats/pacrb-dgapcr/pdf/iyh-vsv/environ/arsenic-eng.pdf

Purolite FerrIX A33E Application Questionnaire

General Information (To be completed by sales office)

Date:	Customer Address:
Sales Office:	
Sales Person:	
Customer:	Customer Email:
Customer Phone:	

Essential Water Inlet Requirements:

Total Hardness (ppm as CaCO ₃)
Alkalinity (ppm as CaCO ₃)
T.S.S. (ppm)
T.D.S. (ppm)
pH
Nitrate (ppm)
Arsenic V (ppb)*
Arsenic III (ppb)*
Vanadium (ppb)*
Phosphate (ppb)*
Silica (ppb)*
Molybdate (ppb)
Antimony (ppb)
Selenium (ppb)
Uranium (ppb)

*Critical data input

Application Details

Target Arsenic Leakage (ppb)		
Daily Water Requirements (m ³ or USG)		
Flow Rate (m ³ /h or US gpm)		
Vessel Diameter		
Number of Vessels		
Resin Bed Depth	Yes ☐	No ☐
Pre-Oxidation/Chlorination	Yes ☐	No ☐
Pre-Treatment		

System Limitations

Total arsenic < 2,000 ppb, vanadium < 100 ppb, phosphate < 1,000 ppb, silica < 90 ppm
pH < 9.0 and pH > 6.0
< 50 ppm of other oxyanions (Sb, Se, Mo, Ur)
< 5 ppm of nitrate

Design Requirements

Minimum bed depth = 76 cm (30"). 91 cm (36") is highly recommended
Two-vessel lead-lag design yields maximum capacity
Flow rate = 2.5–4 US gpm/ft ³ of resin
Flow rate = 12–30 BV/h (1.5–4 gpm/ft ³) of resin

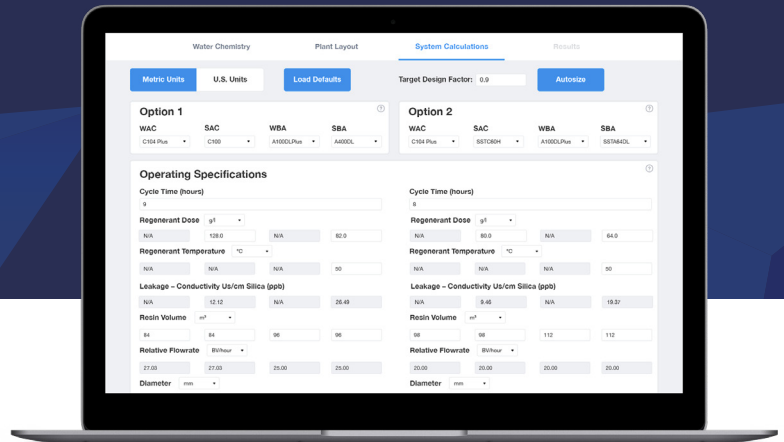
Contact your Purolite Representative for assistance if you exceed any of these parameters.

Customized Resin Simulation at Your Fingertips



PRSM™
Purolite Resin System Modeling

PRSM is a free program that models all aspects of plant design associated with ion exchange resin performance and operation.



Plan your next ion exchange resin project with better accuracy and less effort using the Purolite Resin System Modeling (PRSM™) platform. This powerful web application for resin plant simulation contains seven specific system modules that instantly consider hundreds of variables. Whether you are designing a new plant or modeling an existing plant, our expert engineers are giving you the access you need to get the results you can trust.

Key Insight Every Step of the Way



Predict

Calculate the effect of your site's unique variables



Compare

Side-by-side product and plant configuration performance evaluation



Optimize

Add operation and product cost analysis to better understand the value of product options

PRSM includes modules for water softening, demineralization, WAC softening, brine purification, mixed beds and modules for removal of nitrate, arsenic and boron. Features include:

Technical Help – Reach out directly to our engineers for advice

Cloud Backup – Easy and secure retrieval of projects

Reporting – Print/save a pdf of the entire design including all engineering details

ROI Payback Calculations – Contrast performance vs. standard resins

Efficiency Evaluation – Compare operating costs of existing ion exchange plant vs. new design

Schedules – Obtain detailed regenerant schedules for cation and anion resins

Page, Topic and Calculation Help – View detailed notes and suggestions for the optimal design

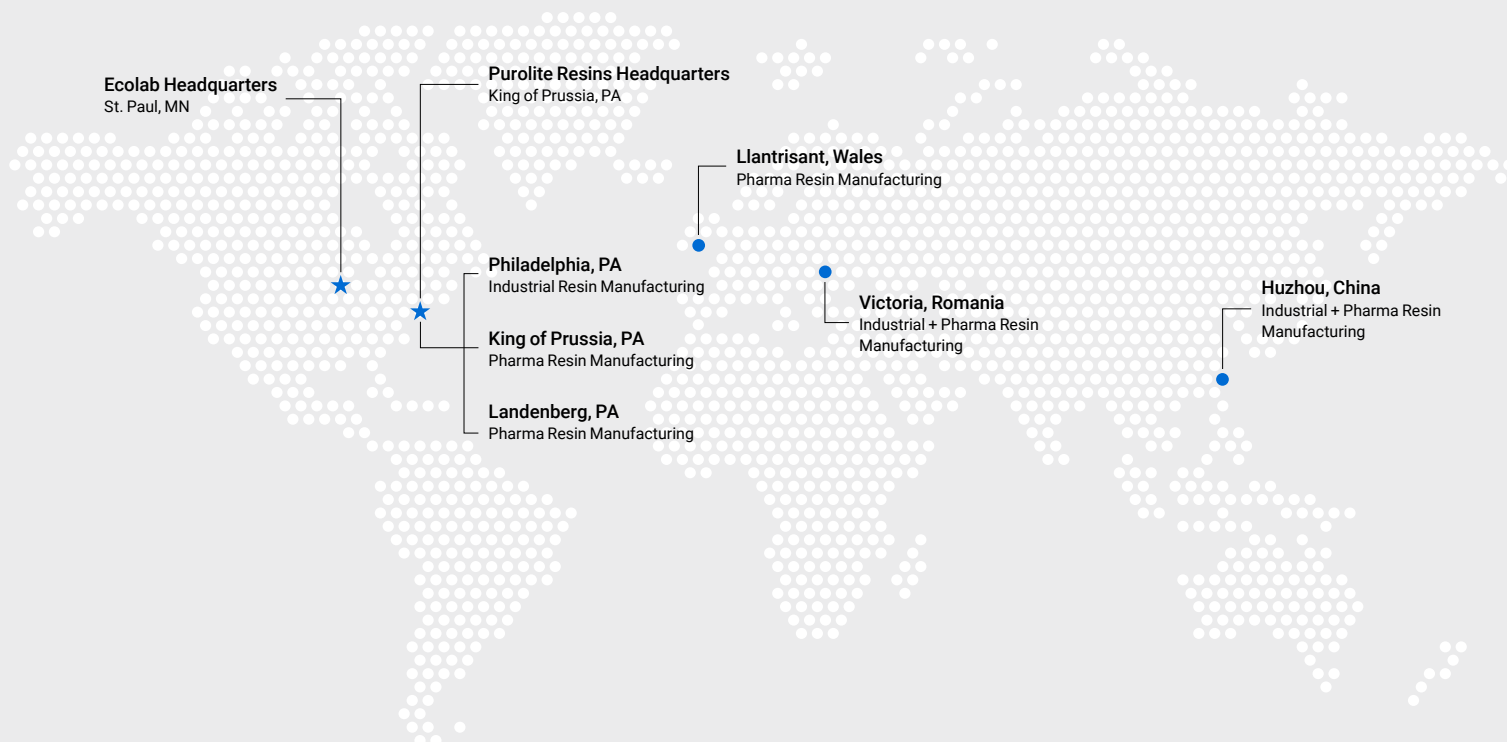


Register today and get started at PuroliteResins.com/PRSM

Ecolab is a global developer, manufacturer, and supplier of Purolite™ Resins including ion exchange, catalyst adsorbent and advanced polymers that make the world cleaner and healthier.



PuroliteResins.com



We're ready to solve your process challenges.

For further information on products and services, visit PuroliteResins.com or complete a Contact Us form via PuroliteResins.com/contact-us or use the QR code.

Contact Us Form:



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Consumer Website [↗](#) Research Foundation [↗](#)

(https://
wqa.org/)

Login

Join WQA



Water Quality Association

9/4/2024



CERTIFIED DRINKING WATER SYSTEM COMPONENTS

NSF/ANSI/CAN 61: Drinking Water System Components - Health Effects

Purolite LLC

2201 Renaissance Boulevard

King of Prussia, PA 19496

United States

<http://www.purolite.com> (<http://www.purolite.com>)

Product Type: Ion Exchange Resin

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
Purofine	PFA200E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA300E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA400E ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh

Purofine	PFA500EPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA502PS ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA600E ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA694E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFA847 ^{1 2}	Cold (23C)	SYN	25-40 Mesh
Purofine	PFA860 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFC104E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFC104EPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purofine	PFCPAR208E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A100SPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A200E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A300E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A300EOH ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A400E ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh
Purolite	A500P ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A500PS ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A500SPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502P ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502PFM/5045 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502PS ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502PS/4974 ^{1 3}	Cold (23C)	SYN	16-50 Mesh

Purolite	A502PSDL ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502PSFL ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A502PVFM ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A520E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A530E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A532E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A592E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A600E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A600E/9149 ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh
Purolite	A632E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	A845 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A845S ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A847 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A847S ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A848 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A850 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A850FL ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A860 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A860FM/5046 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A860S ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	A860SVFM ^{1 2}	Cold (23C)	SYN	16-50 Mesh

Purolite	Bromide Plus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	Bromide Plus/9218 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Purolite	C100EFM ^{1 3}	Cold (23C)	SYN	30-70 Mesh
Purolite	C104E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104E/2316 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104E/4840 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104E/5264 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104E/5472 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EC ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104ECPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EH/9111 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus/5264 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus/5472 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus/5493 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus/5602 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104EPlus/9196 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C104S ^{1 3}	Cold (23C)	SYN	16-50 Mesh

Purolite	C104SPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/3116 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/4752 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5068 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5077 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5095 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5142 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5157 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107E/5601 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107EC ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	C107ESTD ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	D4752 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	FerrIX A33E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	MZ10Plus ³	Cold (23C)	SYN	18-60 Mesh
Purolite	PAR208E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PAR208E/4840 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PAR208E/5264 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PAR208EC ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PAR214/4752 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PAR214E ^{1 3}	Cold (23C)	SYN	16-50 Mesh

Purolite	PAR214EC ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PARSST208 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Purolite	PGW6002E ^{1 4}	Cold (23C)	SYN	16-50 Mesh
Purolite	RAM200 ^{1 5 3}	Cold (23C)	SYN	16-40 Mesh
Purolite	RAM300 ^{1 5 3}	Cold (23C)	SYN	14-52 Mesh
Purolite	S106 ^{1 2}	Cold (23C)	SYN	10-50 Mesh
Purolite	S108 ^{1 2}	Cold (23C)	SYN	30-40 Mesh
Purolite	S108E ^{1 2}	Cold (23C)	SYN	30-40 Mesh
Purolite	SSTA63 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA200E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA300E ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA502PS ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA502PS/5559 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA850 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPA860S ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPC104EH/9111 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPC104EPlus ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Puropack	PPCPAR208E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTA64 ^{4 1}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTA64FL ^{4 1}	Cold (23C)	SYN	16-50 Mesh

Shallow Shell	SSTA68E ^{4 1}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTC104 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTC6000E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTC8000E ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPFA63 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPFA63E/9235 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPFA64 ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPFC104 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPPA63 ^{1 2}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPPA64 ^{1 3 4}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPPC104 ^{1 3}	Cold (23C)	SYN	16-50 Mesh
Shallow Shell	SSTPPC6001E ^{1 3}	Cold (23C)	SYN	16-50 Mesh

Product Type: Anion Exchange Resin

Purofine	PFA694EBF ²	Cold (23C)	SYN	20-35 Mesh
Purolite	A532EBF ²	Cold (23C)	SYN	20-35 Mesh

¹ Pre-Use Instructions: Rinse with 20 Bed Volumes (BV) of RO/DI water at 4 BV/hour.

² Product approved for water treatment plant applications only.

³ Product approved for both residential point of entry and water treatment plant application end uses.

⁴ Certified for water treatment plant application end use with a minimum flow rate of 0.36 gpm per cubic foot of media. Certified for residential point of entry end use with a maximum use concentration of 1,045 grams of media per liter of water.

⁵ This is a regenerated media.

**Water Quality
Association ([https://
wqa.org](https://wqa.org))**

International
Headquarters &
Laboratory
2375 Cabot Dr
Lisle, IL 60532-3696 USA

Tel: 630-505-0160
(tel:630-505-0160)
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(mailto:wqa@wqa.org)

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Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

Purolite Ltd
Unit D
Llantrisant Business Park
Llantrisant
Rhondda Cynon Taf
CF72 8LF
United Kingdom

Holds Certificate Number:

FM 21074

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

The research, development, manufacture and supply of ion-exchange resins and synthetic adsorbents.



For and on behalf of BSI:

Andrew Launn, EMEA Systems Certification Director

Original Registration Date: 1992-07-23

Latest Revision Date: 2018-07-12

Effective Date: 2018-07-18

Expiry Date: 2021-07-16

Page: 1 of 3



003

...making excellence a habit.™

Certificate No: FM 21074

Location	Registered Activities
Purolite Ltd Unit D Llantrisant Business Park Llantrisant Rhondda Cynon Taf CF72 8LF United Kingdom	The sales, storage and supply of ion-exchange resins and synthetic adsorbents. Facilities for Research and Development.
Purolite GmbH Gothaer Strasse 4 40880 Ratingen Germany	The sales functions of Purolite Ltd.
Purolite (Int) Ltd French Branch Purolite S.A.S 11, Avenue Delcasse Paris 75008 France	The sales functions of Purolite Ltd.
Purolite Ltd T/A Purolite Global Sales Limited and Purolite International SRL Viale Coni Zugna, 29 Milano Milan 20144 Italy	The sales functions of Purolite Ltd.
Purolite S.R.L Str Aleea Uzinei Nr 11 505700 Victoria Judetul Brasov Romania	The research, development, manufacture and supply of ion-exchange resins and synthetic adsorbents.
Gubau Spedition GmbH Robert-Bosch-Straße 4 76532 Baden Baden Germany	The handling, storage and despatch procedures of Purolite International Limited.
Rhenus SE & Co. KG Europaallee 29 47229 Duisburg Germany	The handling, storage and despatch procedures of Purolite International Limited.

Original Registration Date: 1992-07-23

Latest Revision Date: 2018-07-12

Effective Date: 2018-07-18

Expiry Date: 2021-07-16

Certificate No: FM 21074

Location	Registered Activities
Full Services & Packaging Società cooperativa Via Longarone 7/11 Zibido San Giacomo Milan 20080 Italy	The handling, storage and despatch procedures of Purolite International Limited.
Purolite S.R.L Strada Mihai Eminescu Nr 105-107 Etaj 4 Apartment 17 Sector 2 Bucharest Romania	The sales functions of Purolite S.R.L.



Original Registration Date: 1992-07-23
Latest Revision Date: 2018-07-12

Effective Date: 2018-07-18
Expiry Date: 2021-07-16

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to enter into a Development Agreement with Bode Holdings, LLC in connection with the proposed steel manufacturing plant located at the northeast corner of El Mirage Road and Olive Avenue. (Development Services)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Tessa Wessel,
Civil Engineer

DEPARTMENT: Development
Services

BACKGROUND:

Bode Holdings, LLC is the owner of APN 501-45-923 and is looking to develop the site into a steel manufacturing plant called Castle Steel. As part of the development, the City requires streetlight improvements along the Olive Avenue frontage of APN 501-45-923. APS currently has 69kV power lines and poles along this corridor, which would have to be relocated prior to the installation of the streetlight improvements. Bode Holdings, LLC requests that the streetlight improvements along Olive Avenue be deferred until APS relocates the lines and poles as part of their 230kV transmission power line project, which is anticipated to be completed in 2026. This Agreement sets the conditions for the deferment and requires assurance from the developer.

Describe the benefit to the organization and/or community. Installation of streetlights along the Olive Avenue frontage of APN 501-45-923.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's goal to install infrastructure that improves the quality of life.

Describe the timing considerations for approval of this item. The Development Agreement must be executed prior to the City issuing any Certificate of Occupancy.

Describe any anticipated impact this item might have on residents, businesses, or operations. No impact on residents, businesses, or operations.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Chapter 152 of the Zoning Code requires Off-Site improvements, including streetlights, as a condition of approval of any subdivision, minor division of land, or site development plan.

RECOMMENDATION:

Authorize the City Manager to enter into a Development Agreement with Bode Holdings, LLC in connection with the proposed steel manufacturing plant located at the northeast corner of El Mirage Road and Olive Avenue.

PROPOSED MOTION:

I move to approve entering into the Development Agreement with Bode Holdings, LLC as presented.

ATTACHMENTS

Castle Steel Development Agreement

When recorded return to:

City of El Mirage
City Clerk
10000 N. El Mirage Road
El Mirage, AZ 85335

**DEVELOPMENT AGREEMENT
CASTLE STEEL
EL MIRAGE, ARIZONA**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this 7th day of October, 2025 (“Effective Date”) by BODE HOLDINGS LLC, an Arizona limited liability company (“Owner”) and the CITY OF EL MIRAGE, an Arizona municipal corporation (“City”).

RECITALS

WHEREAS, Owner has a real property interest in or is the owner of that certain property located in the City of El Mirage, Arizona, consisting of approximately 2.76 acres, legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Owner intends to develop the Property that will consist of various onsite improvements associated with a structural steel manufacturing plant (the “Project”);

WHEREAS, the City requires that the Owner, as part of the Project, construct offsite improvements that include, but are not limited to, streetlight improvements along their frontage of Olive Avenue (the “Streetlight Improvements”);

WHEREAS, Arizona Public Service (APS) has a proposed regional project that will install 230kV transmission power lines/poles between State Route 303 and 111th Avenue and as part of that project would be removing the existing 69kV transmission lines/poles along Olive Avenue in front of the Project (the “APS Improvements”). The estimated completion year for this work is 2026;

WHEREAS, Owner and City desire to facilitate the development of the Property as a part of the City’s growth and development. In furtherance of this aim, Owner and City have cooperated in the preparation of this Agreement;

WHEREAS, Owner desires to defer the Streetlight Improvements (the “Deferred Improvements”) until the APS Improvements have been completed along the Project’s Olive Avenue frontage as the existing power poles and overhead electrical lines would obstruct or hinder the installation of the streetlights along this corridor.

WHEREAS, Owner will likely request Certificate of Occupancy for the onsite building and open for business prior to the completion of the Deferred Improvements;

WHEREAS, the City is agreeable to the deferment as more particularly described in this Agreement;

WHEREAS, Owner and City desire to enter into this Agreement in order to set forth the rights and obligations of each party with respect to the construction of the Deferred Improvements and timing for the same; and

WHEREAS, pursuant to the provisions of Arizona Revised Statutes Annotated (“A.R.S.”) §§ 9-500.05, et seq., Owner and City are authorized to enter into this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, it is agreed as follows:

1. INCORPORATION OF DOCUMENTS AND RECITALS. All documents and exhibits referred to in this Agreement are hereby incorporated by this reference into this Agreement, and the Recitals stated above are hereby incorporated by reference into this Agreement and made a part hereof.

2. COMPLIANCE. The determinations of the City in this Agreement and the assurances provided to Owner in this Agreement are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law, bargained for and in consideration for the undertakings of Owner set forth herein and contemplated by this Agreement and are intended to be and have been relied upon by Owner in undertaking the obligations of development of the Property.

3. RIGHTS AND BURDENS RUN WITH THE LAND. The rights and obligations established under this Agreement are attached to and run with the Property. Upon the Effective Date of this Agreement, Owner and any successors or assigns are entitled to exercise the rights granted and to perform the obligations required pursuant to this Agreement.

4. DESCRIPTION OF THE DEFERRED IMPROVEMENTS. The City agrees to accept Owner’s deferment of the improvements described in 4a below until the APS Improvements along the Project’s Olive Avenue frontage are completed.

a. Streetlight Improvements. The Project is responsible for installing two streetlights along its frontage as shown on the approved streetlight plans in Exhibit “B” attached hereto.

5. CONDITIONS OF THE DEFERRED IMPROVEMENTS. The City agrees to accept Owner’s deferment of the improvements with several conditions described in 5a through 5d below.

a. Design of Streetlight Improvements. A permit for these improvements will be provided at the APS Completion Date noted in 5c below.

b. Timing of Construction of Deferred Improvements. Once the APS Improvements are completed along the Project's Olive Avenue frontage, the City will provide the Owner with a letter memorializing the APS Completion Date and all Deferred Improvements shall be completed to the reasonable satisfaction of the City within one year of that date.

c. Advancement of Streetlight Improvements. If the lack of the installation of the Streetlight Improvements causes or threatens to cause safety issues within the City's right of way, the installation of the Deferred Improvements, either in a temporary or permanent manner, will be required by the City. The Owner and City will cooperate to expedite the installation of these additional improvements.

d. Delay or Cancellation of APS Improvements. If the APS Improvements are delayed beyond 2027, the City may provide the Owner with a letter allowing for the extension of this Agreement and the letter will note the new estimated completion date. If the APS improvements are canceled or delayed for a period of time that the City deems to be excessive, the City will provide the Owner with a letter to contact APS to start the process of relocating the existing power poles along the Olive Avenue frontage. All Deferred Improvements shall be completed to the reasonable satisfaction of the City within two years of the date of that letter.

6. **ASSURANCE.** The parties acknowledge and agree that the City, prior to issuing any Certificate of Occupancy, requires the Owner to provide appropriate and necessary assurances that the requirements set forth in this Agreement will be completed (the "Deferred Improvements Assurance") in an amount to be determined by the City. In such case, the Owner may elect, with the approval of City, which approval shall not be unreasonably withheld, any one of or a combination of the following methods of assurance. All such assurances provided by the Owner shall comply with the applicable provisions of the City's regulations relating to assurances:

- (a) Owner may file with the City a performance bond.
- (b) Owner may deliver to the City an irrevocable and unconditional stand-by letter of credit.
- (c) Other appropriate assurance allowed by the City Code.

The City agrees that within thirty (30) days from the City's approval of the completed Deferred Improvements for which the Owner has provided assurances, the City shall release such Deferred Improvement Assurances, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable regulations.

7. **TERM.** This Agreement is effective as of the date first set forth above and, except as otherwise set forth herein, shall remain effective until such time as Owner has completed and the City has accepted the Deferred Improvements. After Owner has completed and the City has accepted the Deferred Improvements, upon Owner's request, the City shall execute and record a release of this Agreement with the Recorder's Office of Maricopa County, Arizona.

8. NOTICES. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

City: City of El Mirage
10000 N El Mirage Road
El Mirage, AZ 85335
Attn: City Manager

With a Copy to: City of El Mirage
10000 N El Mirage Road
El Mirage, AZ 85335
Attn: City Clerk

Owner: Bode Holdings LLC
3828 N 35th Avenue
Phoenix, AZ 85017
Attn: Michael R. Bode

9. WAIVER. No delay in exercising any right or remedy by either City or Owner shall constitute a waiver thereof. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by all parties hereto. The failure of any party to enforce the provisions of this Agreement or require performance of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of the party to enforce all of the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach thereof.

10. BINDING EFFECT. The rights, benefits and obligations in this Agreement, shall be binding upon City and its successors and assigns. The rights, benefits and obligations in this Agreement shall be binding upon Owner and its successors and assigns.

11. GOVERNING LAW. This Agreement and all terms and conditions hereof, and any dispute, controversy, claim or cause of action arising out of or related to this Agreement is governed by the laws of the State of Arizona.

12. CHOICE OF FORUM. Notwithstanding A.R.S. § 12-406, any suit or action brought under this Agreement shall be commenced only in state or federal courts in the State of Arizona, Maricopa County. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

13. EXERCISE OF AUTHORITY. It is understood and agreed that Owner shall not in any way exercise any portion of the authority or sovereign powers of City and shall not make or contract or commit or in any way represent itself as an agent for City. Nor shall anything in this

Agreement be construed to create any partnership, joint venture or principal agency relationship between the parties.

14. RECORDATION. In order to provide notice to third parties, the City shall record this Agreement in the official records of the Maricopa County Recorder within ten (10) days after the full execution of this Agreement.

15. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511.

16. SEVERABILITY OF PROVISIONS. Each term and provision of this Agreement shall be considered severable and if, for any reason, any term or provision of this Agreement be declared or be determined to be illegal or invalid, the validity of the remaining terms and provisions shall not be affected thereby, and said illegal or invalid term or provision shall not be deemed a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

17. 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.

18. AMENDMENTS. No amendment shall be made to this Agreement except by written document executed by City and Owner. Within ten (10) days after the execution of any amendment by both parties, the amendment shall be recorded with the Maricopa County Recorder, Maricopa County, Arizona.

19. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of the Agreement and contains all the covenants and agreements between the parties with respect to said matter.

20. HEADINGS. The headings for the paragraphs of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Agreement.

21. ATTORNEYS FEES. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. As an alternative to filing a lawsuit to resolve the dispute, the parties may mutually agree to arbitrate the dispute.

22. ASSIGNMENT. Owner shall have the right to sell, transfer or assign part or all of the Property to any person or entity at any time during the duration of this Agreement.

23. COUNTERPARTS. 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.

24. DEFAULT. Failure or unreasonable delay by either party 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 15 business days after written notice thereof from the other party (the "Cure Period"), the breach constitutes a default under this Agreement; provided, however, that if the failure is such that more than 15 business days would reasonably be required to perform such action or comply with any term or provision thereof, 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 said 15 business day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available at law or in equity.

25. REPRESENTATIONS AND WARRANTIES OF OWNER. As of the Effective Date, Owner represents, warrants and covenants to City as follows:

a. Ownership. Owner is an Arizona limited liability company and has the full right and authority to submit its interest in the Property to the provisions of this Agreement.

b. Authorization. Owner is in good standing and is qualified to do business in Arizona. The person signing this Agreement on Owner's behalf has the authority and right to enter into this Agreement on Owner's behalf, without any further act or authorization. Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

26. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY. As of the Effective Date, City represents, warrants and covenants to Owner as follows, with the understanding that each of the following are material to Owner's willingness to enter in this Agreement, that Owner is relying on each of the following, and that Owner would not have agreed to enter into this Agreement but for each and every one of the following:

a. Approval. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

b. Authorization. City is an Arizona municipal corporation, is in good standing and is qualified to do business in Arizona. The person signing this Agreement on City's behalf has the authority and right to enter into this Agreement on City's behalf, without any further act or authorization by City. City is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

27. FORCE MAJEURE. If the Owner's completion of the Deferred Improvements contemplated in this Agreement is prevented or delayed, despite the Owner's commercially

reasonable efforts to perform, by causes beyond the Owner's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, civil commotion, unavailability of resources due to national defense priorities or natural disaster recovery, supply chain disruptions, shortages or unavailability of material or labor, any act of God, binding orders, actions or inactions of any court or governmental authority, legislative, executive, administrative, judicial agency or body, state or federal laws, regulations or ordinances, technological impossibility, changes in law or applicable regulations subsequent to the date hereof or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "Force Majeure Event"), upon the Owner providing written notice in reasonable detail to the City the requirement of completion of such Deferred Improvements shall be postponed by a period equal to the period of time such party's performance under this Agreement is prevented or delayed by such Force Majeure Event. Notwithstanding the foregoing, no Owner act, undertaking, action or inaction shall constitute a Force Majeure Event.

28. INDEMNIFICATION.

a. Owner, or Owner's successors and assigns, agrees to defend, indemnify and hold harmless City, its officers, officials and employees from and against claims, damages, losses and expenses of any nature whatsoever by any third-party (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) (collectively, "Claims"), relating to or arising out of Owner's, its agents, officers, employees, officials, representatives or contractors or their successors' and assigns' negligence or intentional misconduct arising in connection with this Agreement; provided, however, the foregoing indemnity does not apply to any Claims to the extent caused by the City's or City's officers, officials, employees, agents, representatives or contractors negligence or intentional misconduct. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

b. The City agrees to defend, indemnify and hold harmless Owner, its directors, officers, employees, agents and representatives from and against any Claims relating to or arising out of any negligence or intentional misconduct by the City, its officers, agents, employee, officials, representatives or contractors arising out of or in connection with this Agreement provided, however, the foregoing indemnity does not apply to any Claims to the extent caused by Owner's or Owners' directors, officers or employees negligence or intentional misconduct. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

29. ISRAEL BOYCOTT AND FORCED LABOR OF ETHNIC UYGHURS. As applicable pursuant to Arizona Revised Statutes Title 35, Articles 9 and 10, Owner certifies that it is not currently engaged in, and agrees for the duration of the agreement to not engage in, a boycott of Israel. Additionally, Owner agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Owner will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Owner becomes aware during the term of the contract that it is

not in compliance with this written certification, the company shall notify the City within five business days after becoming aware of the noncompliance. If Owner does not provide the City with a written certification that Owner has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date. Owner also agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

[Signature pages follow]

IN WITNESS WHEREOF, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this _____ day of _____, 202__.

CITY OF EL MIRAGE, an Arizona municipal corporation

Alexis A. Hermosillo, Mayor

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing Development Agreement was acknowledged before me this _____ day of _____, 202__, before me by Alexis A. Hermosillo, Mayor of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

Notary Public

My Commission Expires: _____

ATTEST:

Jill A. Boltz, City Clerk

Dated: _____

Approval as to Form

By: _____
Justin Pierce, City Attorney

OWNER:

BODE HOLDINGS LLC,
an Arizona limited liability company

By: 

Name: Michael R Bode

Title: Manager

State of Arizona)
)ss
County of Maricopa)

The foregoing Development Agreement was acknowledged before me this 17 day of September, 2025, by Michael R. Bode, the Manager of Bode Holdings LLC, an Arizona limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Bode Holdings LLC, an Arizona limited liability company.


Notary Public

My Commission Expires: 04-09-29

Registration No.: 681626



EXHIBIT A
Legal Description

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Lot 2 of Northeast Corner of Olive Avenue and El Mirage Road, according to Book 987 of Maps, Page 46, records of Maricopa County, Arizona.

EXHIBIT B
Approved Streetlight Plans

ALL DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WINGTEC ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR USED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WINGTEC ENGINEERING CORPORATION.

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve Resolution R25-10-12 abandoning public utility easements within Assessor Parcel Numbers 501-45-985A and 501-45-986A. (Development Services)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Bryce Christo,
Assistant City Engineer

DEPARTMENT: Development
Services

BACKGROUND:

Describe the benefit to the organization and/or community. Abandoning the easements was part of a previous Development Agreement the City had with DPML Copperwing and DPML Copperwing Landco IV that abandoned the right-of-way of 129th Avenue and a portion of Butler Drive. The easements could not be abandoned until APS provided permission to do so. The City has now received that permission.

Describe how this item aligns with an operational need, city priority, or strategic goal. This was part of a previous Development Agreement.

Describe the timing considerations for approval of this item. Microsoft, the property owner, needs the easements to be abandoned in order to develop the property.

Describe any anticipated impact this item might have on residents, businesses, or operations. This will have no impact on the residents as the easements are on private property.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Arizona Revised Statutes § 9-402(E) and El Mirage City Code § 152.230 grant the City the authority to abandon easements.

RECOMMENDATION:

Approve Resolution R25-10-12 abandoning public utility easements within Assessor Parcel Numbers 501-45-985A and 501-45-986A.

PREVIOUS RELATED COUNCIL ACTION

The Development Agreement with DPML Copperwing and DPML Copperwing Landco IV and Ordinance O24-05-03 regarding the abandonment of the right of way of 129th Avenue and a portion of Butler Drive was approved by Council at the May 21, 2024 Meeting.

PROPOSED MOTION:

I move to approve Resolution R25-10-12 as presented.

ATTACHMENTS

Resolution R25-10-12

RESOLUTION R25-10-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, MEMORIALIZING THE ABANDONMENT OF CERTAIN PUBLIC UTILITY EASEMENTS LOCATED WITHIN PORTIONS OF TAX PARCELS 501-45-985A AND 501-45-986A.

WHEREAS, pursuant to Arizona Revised Statutes § 9-402(E) and El Mirage City Code § 152.230, the City has the authority to abandon easements that the City no longer needs; and

WHEREAS, certain public utility easements (“Easements”) were dedicated to the City via the Final Plat recorded in Book 1556, Page 16 of the Maricopa County Recorder’s Office, and are more particularly described in Exhibits A and B, attached hereto and incorporated by reference; and

WHEREAS, the Easements were originally dedicated for the purpose of installing public utilities along 129th Avenue and a portion of Butler Drive; and

WHEREAS, the rights-of-way of 129th Avenue and the relevant portion of Butler Drive were subsequently abandoned by the City pursuant to Ordinance O24-05-03, recorded as Document No. 2024-0296132 in the Maricopa County Recorder’s Office; and

WHEREAS, Ordinance O24-05-03 referenced the City’s abandonment of the Easements, subject to final consent from Arizona Public Service ("APS"); and

WHEREAS, APS has provided such consent in a letter dated August 19, 2025, attached hereto as Exhibit C; and

WHEREAS, the City has determined that it no longer needs the Easements for any present or foreseeable public utility purpose, and desires to memorialize the abandonment now that the abandonment conditions have been satisfied;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of El Mirage, Arizona, as follows:

1. Section 1. The City of El Mirage hereby confirms and memorializes that it no longer retains any interest in the Easements described in Exhibits A and B, and said Easements are hereby declared abandoned and of no further public use.

2. Section 2. The City Manager, or designee, is authorized to execute any and all documents necessary to effectuate the intent of this Resolution, including but not limited to recording this Resolution.

[Signatures on the following page]

APPROVED this ____ day of _____, 2025.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Jill A. Boltz, City Clerk

Justin Pierce, City Attorney

EXHIBIT A

Legal Description and Exhibit for the 8-foot Public Utility Easement on the South Side of original Butler Drive alignment and the East Side of original 129th Avenue alignment located adjacent to APN 501-45-985A

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL 7 P.U.E. ABANDONMENT

THE PUBLIC UTILITY EASEMENT LOCATED WITHIN PARCEL 7, COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 7;

THENCE SOUTH 00° 00' 15" WEST, 8.00 FEET;

THENCE NORTH 89° 10' 32" WEST, 1170.67 FEET;

THENCE SOUTH 45° 25' 14" WEST, 21.39 FEET;

THENCE SOUTH 00° 01' 00" WEST, 2428.29 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 7;

THENCE NORTH 89° 10' 38" WEST, 8.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 7;

THENCE NORTH 00° 01' 00" EAST, ALONG THE WEST LINE OF PARCEL 7, 2431.53 FEET;

THENCE NORTH 45° 25' 14" EAST, 28.08 FEET TO THE NORTH LINE OF PARCEL 7;

THENCE SOUTH 89° 10' 32" EAST, ALONG SAID NORTH LINE, 1173.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 29,015 SQUARE FEET OR 0.666 ACRES.



TERRAMARK

LAND SURVEYING

24654 N. LAKE PLEASANT PKWY #103-163

PEORIA, AZ 85383

P. 480-440-1748

F. 623-777-1782

www.terramarksurveying.com

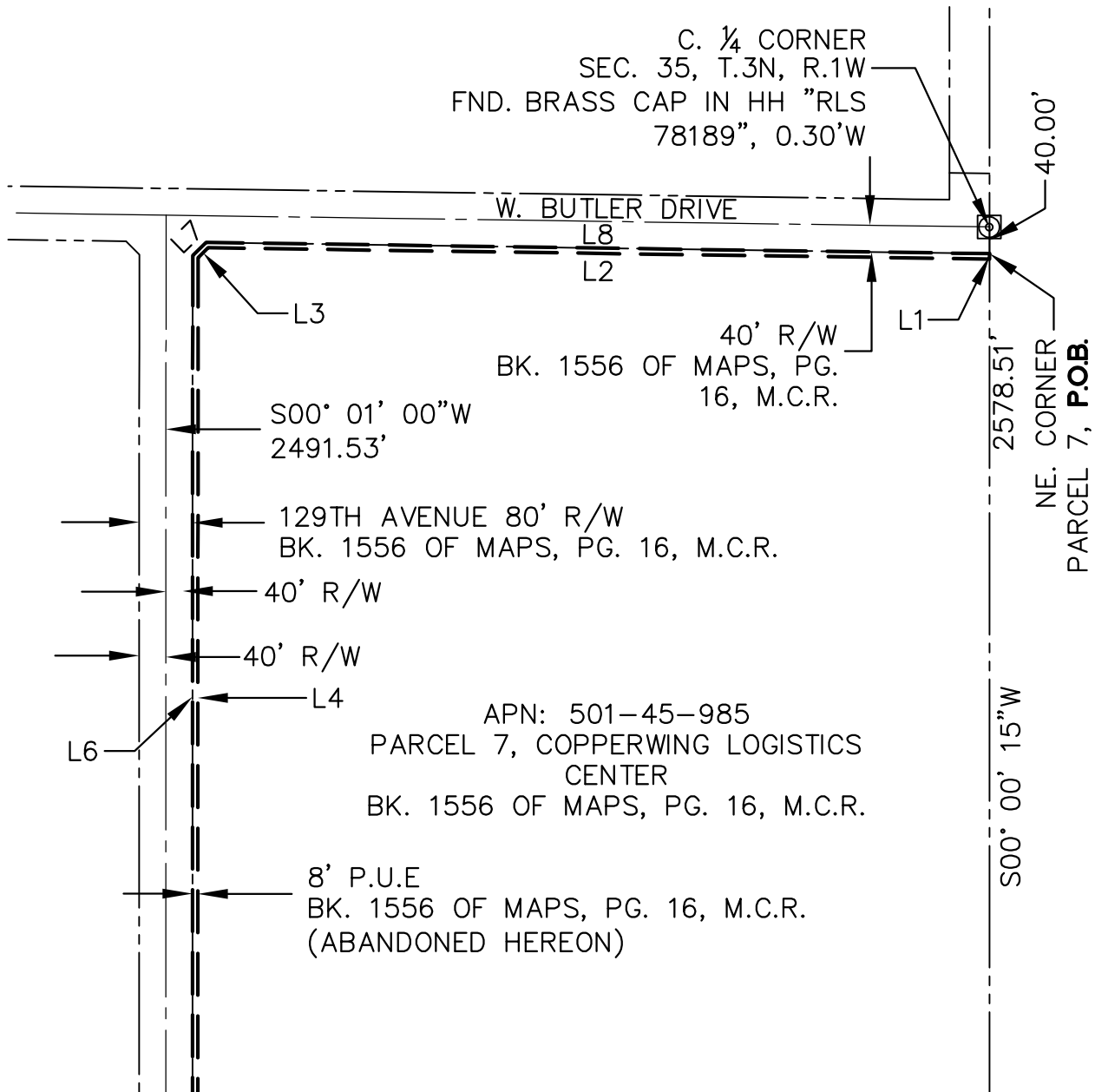
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 1 OF 4

DATE: 04/30/24

EXHIBIT FOR PARCEL 7 P.U.E. ABANDONMENT



SEE 3 OF 4

SCALE
1" = 250'



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PROJ. NO.: 999338

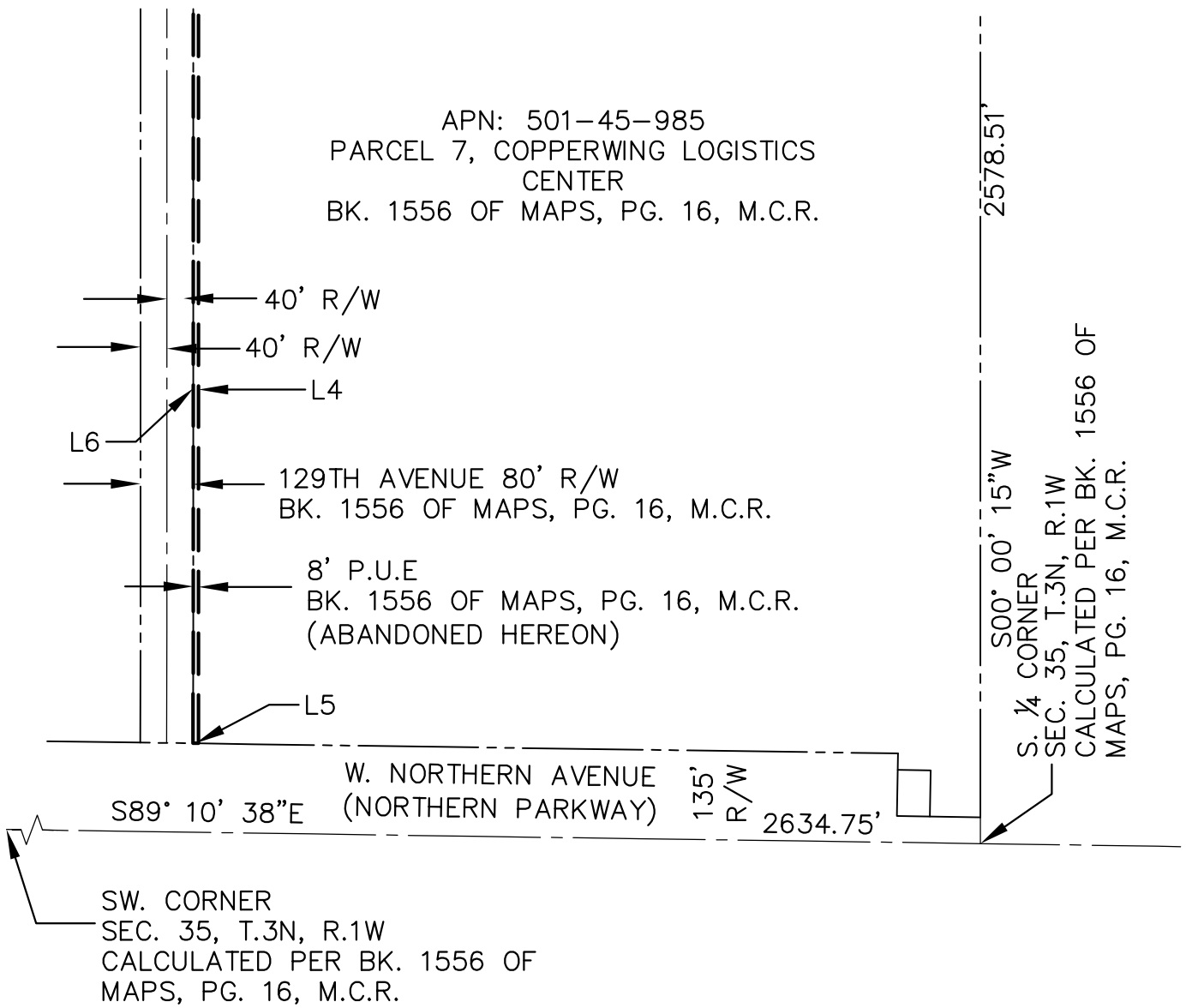
PROJ. NAME.: PARCEL 7-8

PAGE: 2 OF 4

DATE: 04/30/24

SEE 2 OF 4

APN: 501-45-985
PARCEL 7, COPPERWING LOGISTICS
CENTER
BK. 1556 OF MAPS, PG. 16, M.C.R.



SCALE
1" = 250'



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 3 OF 4

DATE: 04/30/24

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	S0° 00' 15"W
L2	1170.67'	N89° 10' 32"W
L3	21.39'	S45° 25' 14"W
L4	2428.29'	S0° 01' 00"W
L5	8.00'	N89° 10' 38"W
L6	2431.53'	N0° 01' 00"E
L7	28.08'	N45° 25' 14"E
L8	1173.90'	S89° 10' 32"E

LEGEND

	FOUND BRASS CAP IN HANDHOLE
	BREAKLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
— — — — —	P.U.E. (ABANDONED)
— - - - -	BOUNDARY LINE
— - - - -	CENTERLINE



EXPIRES 03/31/26



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PEORIA, AZ 85383
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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 4 OF 4

DATE: 04/30/24

EXHIBIT B

Legal Description and Exhibit for the 8-foot Public Utility Easement on the South Side of original Butler Drive alignment and the West Side of original 129th Avenue alignment located adjacent to APN 501-45-986A

EXHIBIT B

LEGAL DESCRIPTION FOR PARCEL 8 P.U.E. ABANDONMENT

A PORTION OF THE PUBLIC UTILITY EASEMENT LOCATED WITHIN PARCEL 8, COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 89° 10' 32" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, 108.75 FEET;

THENCE SOUTH 00° 02' 08" WEST, 40.00 FEET TO A POINT ON THE NORTH LINE OF PARCEL 8 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89° 10' 32" EAST, ALONG SAID NORTH LINE, 1230.68 FEET;

THENCE SOUTH 44° 34' 46" EAST, 28.48 FEET TO A POINT ON THE EAST LINE OF PARCEL 8;

THENCE SOUTH 00° 01' 00" WEST, ALONG SAID EAST LINE, 2431.53 FEET TO THE SOUTHEAST CORNER OF PARCEL 8;

THENCE NORTH 89° 10' 38" WEST, ALONG THE SOUTH LINE OF PARCEL 8, 8.00 FEET;

THENCE NORTH 00° 01' 00" EAST, 2428.14 FEET;

THENCE NORTH 44° 34' 46" WEST, 21.92 FEET;

THENCE NORTH 89° 10' 32" WEST, 1227.29 FEET;

THENCE NORTH 00° 02' 08" EAST, 8.00 TO THE **POINT OF BEGINNING**.

CONTAINS 29,472 SQUARE FEET OR 0.676 ACRES.



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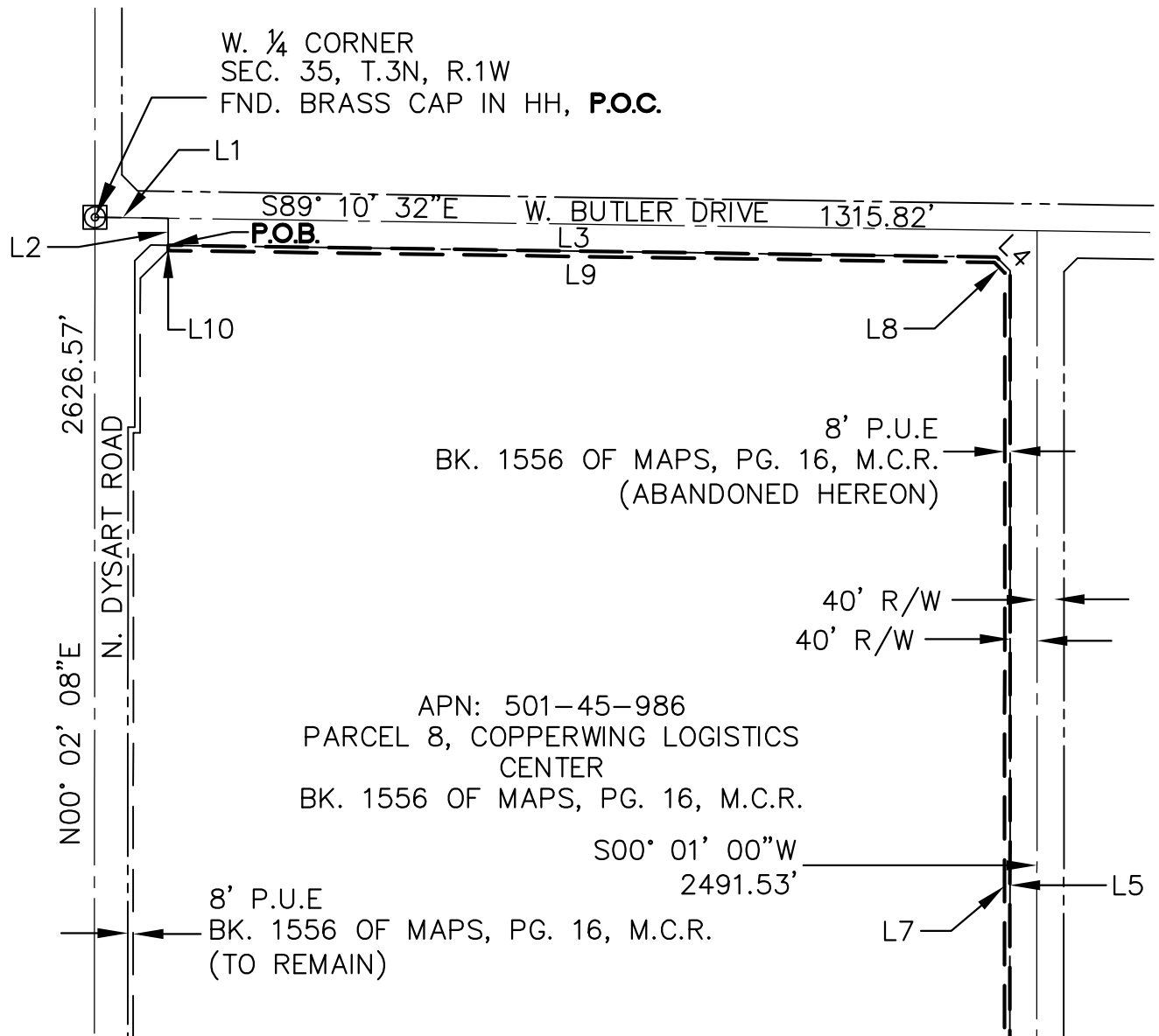
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 1 OF 4

DATE: 04/30/24

EXHIBIT FOR PARCEL 8 P.U.E. ABANDONMENT



SEE 3 OF 4

SCALE

1" = 250'



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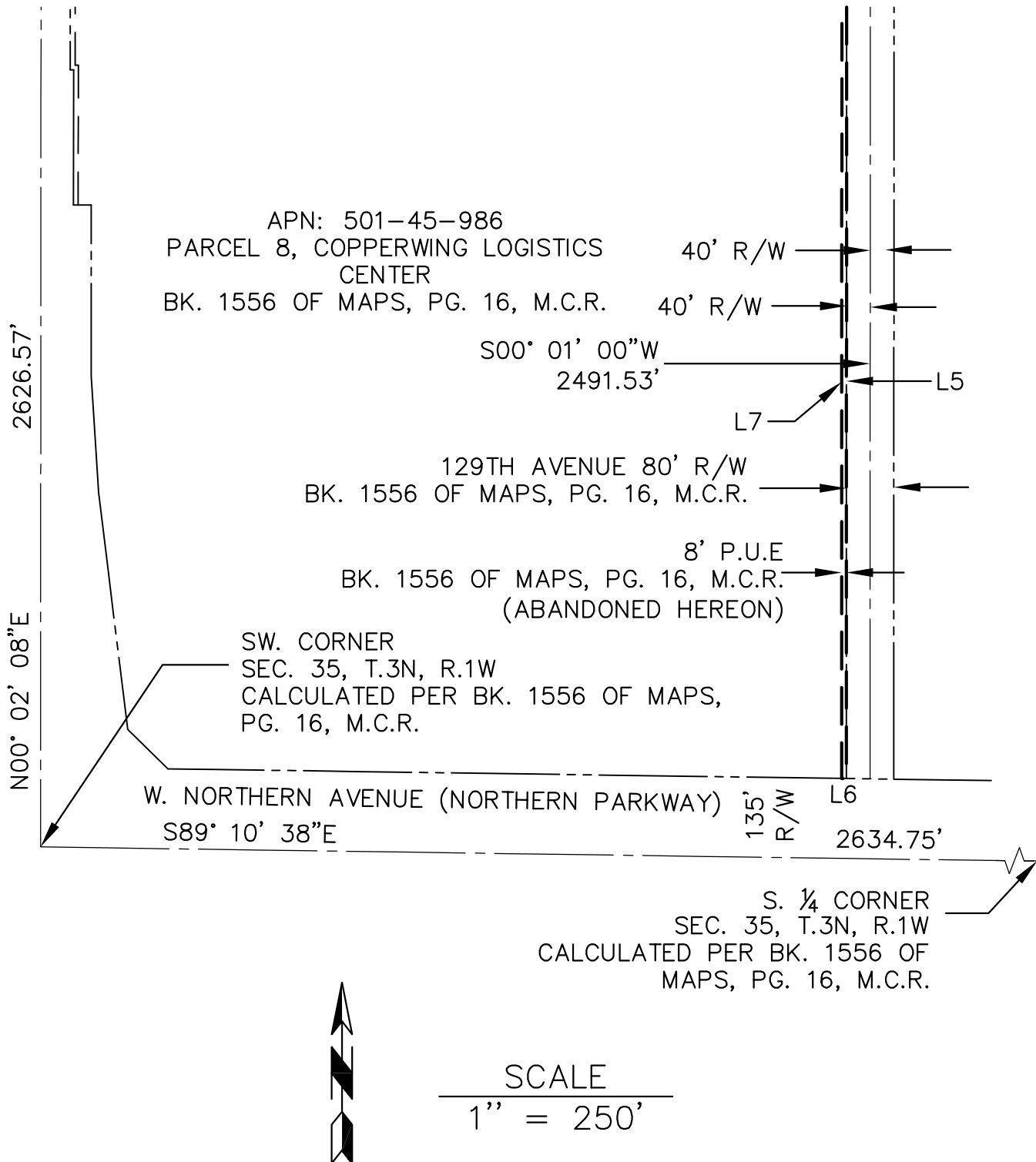
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 2 OF 4

DATE: 04/30/24

SEE 2 OF 4



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 3 OF 4

DATE: 04/30/24

LINE TABLE		
LINE	LENGTH	BEARING
L1	108.75'	S89° 10' 32"E
L2	40.00'	S0° 02' 08"W
L3	1230.68'	S89° 10' 32"E
L4	28.48'	S44° 34' 46"E
L5	2431.53'	S0° 01' 00"W
L6	8.00'	N89° 10' 38"W
L7	2428.14'	N0° 01' 00"E
L8	21.92'	N44° 34' 46"W
L9	1227.29'	N89° 10' 32"W
L10	8.00'	N0° 02' 08"E

LEGEND



FOUND BRASS CAP IN HANDHOLE



BREAKLINE

P.O.B.

POINT OF BEGINNING

P.O.C.

POINT OF COMMENCEMENT

R/W

RIGHT-OF-WAY

P.U.E.

PUBLIC UTILITY EASEMENT

— — — —

P.U.E. (TO REMAIN)

— — — —

P.U.E. (ABANDONED)

— — — —

BOUNDARY LINE

— — — —

CENTERLINE



EXPIRES 03/31/26



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 4 OF 4

DATE: 04/30/24

EXHIBIT C

APS Release Letter



Land Services
P.O. Box 53933
Phoenix, Arizona 85072
Mail Station 3286

August 19, 2025

Bryce Christo, P.E.
City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

Re: Consent to Abandonment of Public Utility Easements ("PUEs")
Lots 7 & 8, Copperwing Logistics Center, Book 1556 Page 16 M. C. R.
E & W of N. 129th Avenue & S of W. Butler Drive, El Mirage – Microsoft Corporation
City of El Mirage Ordinance O24-05-03

Dear Bryce,

Arizona Public Service Company ("APS") has been requested to consent to the abandonment of the above-referenced Public Utility Easements ("PUEs") as part of the development of the surrounding property. The APS electric facilities located within these PUEs have now been de-energized and removed; therefore APS now consents to the abandonment of these PUEs.

Should you have any questions regarding this matter, please do not hesitate to contact me at (602) 371-7847 or james.generoso@aps.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'James R. Generoso', written over a horizontal line.

James R. Generoso, SR/WA
Senior Land Agent



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve Ordinance O25-10-08 to amend Chapters 152 and 153 under Title XV of the El Mirage City Code to allow revisions and clarification regarding the Offsite Construction and Floodplain Management portions of the Code. (Development Services)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Bryce Christo,
Assistant City Engineer

DEPARTMENT: Development
Services

BACKGROUND:

Describe the benefit to the organization and/or community. The proposed amendments aim to clarify requirements, remove outdated practices and correct errors within the Code.

Describe how this item aligns with an operational need, city priority, or strategic goal. The Code is critical in establishing requirements and procedures for development within the City, therefore it is in the best interest of City staff and those that live and/or work within the City to have effective standards.

Describe the timing considerations for approval of this item. Development Services set a goal of completing updates to the Zoning Code, Chapters 150 through 155, by the end of the 2025 calendar year.

Describe any anticipated impact this item might have on residents, businesses, or operations. The amendments to the Code help modernize the regulations and align the regulations with current practices.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Arizona Revised Statutes Section 9-802 provides a procedure where municipalities may enact the provisions of a code or public record by reference.

RECOMMENDATION:

Approve Ordinance O25-10-08 to amend Chapters 152 and 153 under Title XV of the El Mirage City Code to allow revisions and clarification regarding the Offsite Construction and Floodplain Management portions of the Code.

PREVIOUS RELATED COUNCIL ACTION

Amendments to Chapter 151 of the City Code were presented to and approved by Council at the December 3, 2024, meeting.

PROPOSED MOTION:

I move to approve Ordinance O25-10-08 as presented.

ATTACHMENTS

Ordinance O25-10-08

Exhibit A - Revised Chapter 152

Exhibit B - Revised Chapter 153

Redlined Chapter 152

Redlined Chapter 153

ORDINANCE O25-10-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTERS 152 AND 153 UNDER TITLE XV OF THE CODE OF THE CITY OF EL MIRAGE.

WHEREAS, City Council wishes to update City codes from time to time to more accurately reflect current conditions and realistic needs of the City; and

WHEREAS, the City of El Mirage would like to amend various sections in Chapters 152 and 153 in order to update and clarify the Offsite Construction and Floodplain Management portions of the Code; and

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, provided that the adopting ordinance is published in full;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, as follows:

- Section 1. That the City of El Mirage City Code, Title XV, Chapter 152 and 153 is hereby amended and made a part of this Ordinance as incorporated and attached as Exhibits A and B. The Exhibits are on file with the City Clerk's Office for review.
- Section 2. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.
- Section 3. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.
- Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 5. Violation of this ordinance is subject to City Code Section 154.999 (Penalties).
- Section 6. This ordinance shall take effect thirty (30) days after its passage by the City Council.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of El Mirage this 7th day of October 2025.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Jill Boltz, City Clerk

Justin Pierce, City Attorney

CERTIFICATION OF RECORDING OFFICER

State of Arizona)
County of Maricopa) ss.

I, the undersigned, Jill Boltz, being the duly appointed, qualified City Clerk of the City of El Mirage, Maricopa County, Arizona, certify that the foregoing Ordinance is a true, correct, and accurate copy of Ordinance No. O25-10-08 passed and adopted at a Voting Meeting of the Council of the City of El Mirage, Maricopa County, Arizona, held on the ____ day of _____, 2025, at which a quorum was present and by _____ vote, _____ voted in favor of the said ordinance.

Given under my hand and sealed this ____ day of _____, 2025.

SEAL:

Jill Boltz
City Clerk

EXHIBIT A

PROPOSED CODE REVISION

CHAPTER 152: PROPERTY DEVELOPMENT; OFF-SITE CONSTRUCTION IMPROVEMENT REQUIREMENTS

Below are the proposed changes to § 152.001, § 152.002, § 152.017, § 152.030, § 152.045, § 152.046, § 152.048, § 152.060, § 152.061, § 152.062, § 152.063, § 152.075, § 152.076, § 152.077, § 152.078, § 152.090, § 152.091, § 152.092, § 152.105, § 152.106, § 152.107, § 152.120, § 152.135, § 152.136, § 152.137, § 152.138, § 152.139, § 152.140, § 152.142, § 152.143, § 152.157, § 152.158, 152.170, § 152.171, § 152.172, § 152.190, § 152.191, § 152.192, § 152.195, § 152.205, § 152.206, § 152.215, § 152.216, § 152.217, § 152.231, § 152.245 and § 152.246 of the City Code.

GENERAL PROVISIONS

§ 152.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DEVELOPER. The individual, firm, corporation, association, syndicate, trust, or other legal entity that files the application and initiates proceedings for the development of land, including but not limited to a subdivision, minor division of land, site development plan, and/or a zone change in accordance with this code. The **DEVELOPER** need not be the owner of record of the land.

MEDIAN. A raised or flush area designed to separate and control vehicular movement.

OFF-SITE CONSTRUCTION. Construction, erection, or installation or any change or addition to lands, structures, equipment, facilities, or materials located above or below ground within any street, alley, easement, or rights-of-way in the city. **OFF-SITE CONSTRUCTION** includes construction of improvements on private property which will later be dedicated to the city or which will serve as community infrastructure even though remaining private property.

OFF-SITE IMPROVEMENT. Those improvements, infrastructure, or facilities a developer is required to or does construct or install in conjunction with the development or redevelopment of any property and any off-site construction, including common infrastructure, adjacent to or related to property for which a city permit is being sought for purposes of development, redevelopment, or construction. On-site retention basins and other drainage facilities, overhead utility lines, water lines, or pipes four or more inches in diameter, sewer lines or pipes eight or more inches in diameter, together with water and sewer services and their appurtenances, shall be deemed **OFF-SITE IMPROVEMENTS** as regulated by this chapter of the code.

OVERHEAD UTILITY LINES. Those historically conveyed by a series of conductors mounted on poles or other above ground structures. Included are electric service lines, electric distribution lines (under 69 kilovolt), telephone cables and lines, and lines for other communications systems including but not limited to cable-transmitted television.

PRIVATE STREET. A street not owned or maintained by the city.

RIGHT-OF-WAY. Any land which by deed, conveyance, agreement, easement, dedication, usage, zoning condition, process of law, or other means is reserved for or dedicated to the general public for street, highway, alley, public utility, or pedestrian walkway purposes and accepted by the city.

UNDERGROUND or UNDERGROUNDING. The placement of utilities at or below ground with the attendant removal of aboveground poles, conductors, and appurtenances as applicable.

(Prior Code, Art. 19-1)

§ 152.002 DESIGN REQUIREMENTS.

(A) All off-site improvements shall be designed, engineered, constructed, and installed in accordance with the regulations adopted in § [150.001](#) of the city code and with all other applicable regulations adopted by the city, state or federal government.

(B) All off-site improvements shall be designed and constructed according to the dimensions and standards set forth in the City's *Design & Development Standards Manual (DDSM)*.

(C) The Development Services_Director (Director) shall determine street classifications.

(Prior Code, Art. 19-2)

REQUIRED IMPROVEMENTS

§ 152.015 GENERAL PROVISIONS.

As a condition of approval of any subdivision, minor division of land, or site development plan, the developer shall be required to design, engineer, construct, and install all off-site improvements on and adjacent to the site to be developed, in accordance with the requirements set forth in the city code and the zoning code and regulations, the encroachment permit code, and this chapter. This requirement applies to all land developed or redeveloped under the provisions of any of the above listed chapters.

(Prior Code, Art. 19-3)

§ 152.016 IMPROVEMENT EXTENSIONS.

Improvements shall, as a minimum, extend to the center of abutting streets or rights-of-way and may extend beyond the center when median islands and two-way traffic requirements necessitate an extension. When the property to be redeveloped abuts a

canal, drain, wash, irrigation ditch, or similar facility, the off-site construction shall include full improvements to the facility.

(Prior Code, § 19-3-1)

§ 152.017 IMPROVEMENT INCLUSIONS.

Improvements shall also include tapers or transitional areas on either side of the project site necessary to provide a safe, smooth traffic flow between existing and newly constructed street sections. The taper and transitional areas shall extend beyond the limits of the project, if possible, to allow for the full improvements to be constructed along the project frontage. Any additional right-of-way necessary for the construction both within and beyond the limits of project site, including applicable legal fees, shall be the responsibility of the developer.

(Prior Code, § 19-3-2)

UNDERGROUNDING OF OVERHEAD UTILITY LINES.

§ 152.030 GENERAL PROVISIONS.

(A) The developer shall place underground all existing overhead utility lines, including but not limited to telephone, cable television and electric power, except electrical lines exceeding 13 kV capacity, either within a proposed development or redevelopment project or within public rights-of-way or easements adjacent to the project, prior to issuance of a certificate of occupancy. This requirement shall apply to all projects submitted for approval or re-approval under the provisions of the site development in the zoning code. Utility poles and lines are defined herein as the poles, structures, wire, aerial cables, and related facilities used in the distribution of electricity or in the transmission of telecommunications, telegraph, data, radio, or television communications. This requirement includes utility lines on and adjacent to the project, including lines which extend across public streets, alleys, and/or easements adjacent to the property being developed or redeveloped. Existing utility lines within or adjacent to a project shall be under-grounded up to the first existing pole beyond the limits of the property. This requirement includes the undergrounding of all existing overhead service lines attached to the lines to be removed along with necessary conduit, supports, restoration and the like, necessary to convert the service line from overhead to underground. The requirement shall apply regardless of the existence of easements for overhead lines. When high-voltage power lines, above 13 kV or similar, are present on the same poles as the lower voltage lines, all lines other than the high-voltage lines shall be placed underground.

(B) Equipment appurtenant to the underground facilities, such as surface-mounted transformers, pull boxes, pedestal cabinets, service terminals, telephone splice closures, concealed ducts, or other similar on-the-ground facilities normally used with or as approved by the Director, may be maintained above ground with the written permission of the Director for the specific facility to be left above ground.

(C) The developer or owner of a development or redevelopment project shall be responsible to make necessary arrangements with the affected utility companies for the

installation of required underground facilities, including the design and payment of any cost therefore as a condition of plan approval. Nothing contained herein is intended to obligate a providing utility company to install the underground facilities without reimbursement.

(D) In those instances where poles to be removed include street lights, the street lights will be replaced with freestanding poles by the developer in accordance with current street light standards.

(E) Relief from undergrounding requirements may be considered, at the discretion of City Council, under the following conditions.

(1) Deferment of undergrounding may be requested by a developer in cases where the utility frontage is small (generally less than 1,000 feet in length) or when project phasing or other extraordinary conditions beyond the control of the developer makes deferment of undergrounding economically or practically beneficial to the developer and City. When deferment is approved, the developer shall obtain an estimate of undergrounding costs from all affected utility companies. The developer shall then be required to provide a cash deposit, performance bond, or other security acceptable to the City Attorney, in an amount equal to 125 percent of the estimated under-grounding costs, as provided by the utility company, associated with the utility frontage of the project. The developer shall also be required to enter into a development agreement or other agreement acceptable to the City Attorney setting forth the terms and conditions imposed on developer in exchange for the deferment of undergrounding and ensuring completion of undergrounding of utilities by developer prior to completion of the development project.

(2) Exemption may be considered where the developer can show that undergrounding will be an unusual economic hardship and the costs of the undergrounding are disproportionate in terms of the utility frontage and the proportionate frontage of the project under consideration. Examples are cases where development occurs in an area where adjacent land on both sides is already developed (infill situation), and in cases involving additions or modifications to existing sites which represent a minor portion of the total site.

(3) All requests for relief must be presented in writing to the Development Services Director prior to plan approval. Consideration for approval shall be in accordance with the purpose, intent, and objective of this section. All formal requests for relief will be presented to City Council for approval or disapproval and the Council's decision is final. Aesthetics is only one of many reasons for undergrounding of which public safety is paramount. Completion of undergrounding and/or payment of costs shall be required prior to granting of a certificate of occupancy. All new service lines installed shall be installed underground per § [155.057](#) even though relief may be granted for adjacent existing lines.

(F) The requirements set forth above shall not apply to new utility poles and wires erected for purely temporary purposes such as providing temporary building construction power, emergency power, telephone service, or the furnishing of power to temporary outdoor activities. A permit for the temporary use shall be obtained from the

Director. The length of the temporary use shall be specified in the permit and may not exceed six months. An additional six-month permit extension may be issued upon a finding of necessity by the Development Services Director.

(Prior Code, Art. 19-4) (Res. R22-09-20, passed 9-8-2022; Ord. O22-09-05, passed 9-8-2022)

OFF-SITE CONSTRUCTION; PERMITS, PLANS, AND SPECIFICATIONS

§ 152.045 GENERAL PROVISIONS.

(A) The developer must obtain an encroachment permit in accordance with [Chapter 151](#), prior to commencing any work in or on the city highway, street, public property, or right-of-way. In addition, plans and specifications for and construction of all off-site construction must be reviewed and approval obtained pursuant to this chapter.

(B) Approval of off-site construction plans and specifications is required by the Development Services Department prior to issuance of an encroachment permit for off-site construction.

(Prior Code, Art. 19-5)

§ 152.046 PLAN AND SPECIFICATION CONTENTS; PROCEDURE FOR APPROVAL.

(A) Plans and specifications shall be submitted indicating that off-site improvements are planned for the project in conformance with city code, standards, regulations, and requirements. These off-site improvement plans and specifications shall be submitted with all other building plans and applications together with the plan review fee established by Council resolution. The developer must obtain written approval from the Director or his/her designee for all off-site improvement plans and specifications prior to issuance of a building permit, encroachment permit, or other permit necessary to commence work.

(B) The off-site construction plans and specifications shall be prepared and signed by a professional engineer who is qualified and registered by the State of Arizona to practice in the particular field of competency required by the type of improvements.

(C) Engineering plans and specifications shall be in conformance with accepted engineering practice and shall conform to the City Code, Maricopa Association of Governments (MAG) standards and details, City supplements to MAG requirements, the DDSM, and any other applicable regulations and requirements, and be prepared to the satisfaction of the Director or his/her designee. Vertical and horizontal control surveys shall be tied and referenced to two existing city-approved benchmarks and two section corners or quarter corners. Incomplete or partial submittals will not be accepted.

(Prior Code, § 19-5-1)

§ 152.047 SUBSEQUENT PLAN REVIEW.

Plans submitted more than three times to gain acceptance shall not be further reviewed until an additional plan review fee of one-third the amount of the first plan review fee is paid to the city for each subsequent review.

(Prior Code, § 19-5-2)

§ 152.048 APPROVAL.

(A) Approval of off-site construction plans and specifications shall be valid as basis to issue construction permits for a period not to exceed nine months after the date of approval. Approval of off-site plans and specifications shall continue to be valid provided construction has commenced and that no suspension or abandonment of the work has occurred. Plans for which construction is not started within nine months shall be resubmitted and shall be deemed a new submittal and all fees and charges shall apply.

(B) Approval of plans and specifications by the Director or his/her designee does not relieve the design professional of responsibility for errors or omissions and for the correction of them and liability caused by their occurrence unless they were required to be added or omitted by the Director.

(Prior Code, § 19-5-3)

FEE FOR REVIEW OF OFF-SITE IMPROVEMENT PLANS AND SPECIFICATIONS.

§ 152.060 GENERAL PROVISIONS.

Plan review fees in an amount established by Council resolution shall be paid once the plans and specifications have been approved but before the permit has been released. Some plan reviews, however, may require a portion of the plan review fees to be paid before any review action is undertaken.

(Prior Code, Art. 19-6)

§ 152.062 DOUBLE FEE.

Failure to secure a permit for off-site construction prior to commencing work will result in a charge of double the amount of the regular permit fee.

(Prior Code, § 19-6-2)

§ 152.063 WAIVING OF FEE.

Fees associated with city projects may be waived by the Director if the project is required by the city and in the city's best interest. In certain demonstrated hardship cases fees may be waived at the discretion of the Director.

(Prior Code, § 19-6-3)

INSPECTION AND TESTING OF OFF-SITE CONSTRUCTION

§ 152.075 GENERAL PROVISIONS.

During off-site construction the developer shall provide construction review, including testing of materials, to assess conformity to current city standard specifications and drawings.

(A) Inspection of the work by the Department shall not be considered as direct control of the individual worker and the work. The direct control shall be solely the responsibility of the contractor.

(B) Any work done or materials used without inspection and testing or test results approved by an authorized representative of the city may be ordered removed and replaced. Failure to reject any defective work or materials shall not in any way prevent later rejection when the defect is discovered nor obligate the Department to final acceptance.

(C) The Department, for the purpose of expediting and facilitating the progress of the work, shall not inspect all materials, and each part or detail of the work. The Department shall be furnished at any time with such information and assistance by the contractor as is required to make a complete and detailed inspection.

(D) No work will be accepted which is installed prior to dedication of rights-of-way unless approved by the Development Services Director in writing prior to construction.

(Prior Code, Art. 19-7)

§ 152.076 TIME LIMIT.

Completion of off-site construction within the public rights-of-way under permit shall be accomplished within nine months after issuance of the permit unless otherwise specifically stated in the permit. The permit for the off-site construction shall continue to be valid provided construction has commenced and that no suspension or abandonment of the work has occurred. This period may also be extended if a hardship is acknowledged by the Department for economic reasons, strikes, unavailability of materials, unseasonable weather, or other good and sufficient cause. If an extension of time is not granted, the plans shall be resubmitted for review and a new permit covering the remaining work to be completed shall be required. Fees required under the review and new permit shall be charged according to the fee schedule in effect at the time the new review is requested or new permit is issued.

(Prior Code, § 19-7-1)

§ 152.077 FEES FOR INSPECTION

(A) Fees for inspection shall be paid to the city at the time a permit is issued for construction work. The fee shall be determined as outlined in the current fee schedule adopted by Council resolution. Quantity estimates of the various items involved shall be calculated and certified by either the engineer who prepared the plans and

specifications for the improvements or the contractor that will perform the work and shall be submitted to the Director or his or her designee during the plan review process.

(B) All testing, including any repetition of tests required because of inferior materials or workmanship, shall be performed at the developer's expense

(C) Any repetition of inspections required because of inferior materials or workmanship, shall be performed at the developer's expense and shall be paid to the city by the developer when notified by the Department. This service does not relieve the contractor for the discovery of errors, and the correction of them, nor of the responsibility of properly performing the work.

(Prior Code, § 19-7-2)

APPROVAL, ACCEPTANCE, AND ASSURANCES OF CONSTRUCTION

§ 152.090 GENERAL PROVISIONS.

Upon completion of all improvements in accordance with the city standards, the City will prepare a punch list. Once all items on the punch list have been addressed and accepted by the Department, the Director or his/her designee shall acknowledge in writing acceptance of the off-site improvements. Acceptance shall be conditioned upon a one-year warranty for workmanship, materials, and equipment by the developer. After the lapse of the one-year period dated from the letter of acceptance, the City will prepare a One Year Warranty punch list. Once all items on the One Year Warranty punch list have been addressed and accepted by the Department, the improvements shall be considered the maintenance responsibility of the city.

(Prior Code, Art. 19-8)

§ 152.091 PARTIAL ACCEPTANCE.

If, at any time during the prosecution of the project, the contractor substantially completes a unit or portion of the project, such as a structure, utility service, or a section of the road pavement, the developer may request the Department to make a final inspection of that work. If the Department finds, upon inspection, that the work has been satisfactorily completed in compliance with plans and specifications, he or she may conditionally accept the work as being completed. Acceptance in such cases is conditional upon the remaining work being completed without damage and including any final grading adjustments or other minor work. The partial acceptance shall in no way void or alter any plans and specifications. The Department reserves the right to reject any request for a partial acceptance.

(Prior Code, § 19-8-1)

§ 152.092 FINAL ACCEPTANCE.

(A) Upon due notice from the contractor of presumptive completion of the entire project, the Director or his/her designee will make an inspection. If all construction provided for and contemplated by the plans and specifications is found completed to the satisfaction of the Director or his/her designee, that inspection shall constitute the final

inspection and the Director or his/her designee will make the final acceptance. The contractor will be notified in writing of this acceptance as of the day of the final inspection.

(B) If, however, the inspection disclosed any work, in whole or in part, as being unsatisfactory, the Director or his/her designee will give the contractor the necessary instructions for correction of same, and the contractor shall immediately comply with and execute the instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In that event, the Director or his/her designee will make the final acceptance and notify the contractor in writing of the final acceptance as of the date of the last and final inspection.

(Prior Code, § 19-8-2)

PERFORMANCE BOND OR CASH DEPOSIT; OFF-SITE IMPROVEMENTS

§ 152.105 GENERAL PROVISIONS.

(A) The Development Services Department, Building Safety Division, shall deny final approval and certificate of occupancy of any building until the required off-site improvements are completed and have been inspected and approved by the Director or his/her designee, unless (a) the performance of the off-site improvements is guaranteed by a cash deposit, performance bond or other security acceptable to the City Attorney in an amount equal to 125 percent of the estimated construction cost and (b) the Director agrees to the certificate of occupancy. Under such circumstances, the Director will grant a conditional acceptance. Warranty period will not begin until the date of final (unconditional) acceptance.

(B) The city may require an occupancy clearance agreement to document the requirements of this section. Model homes may be occupied for sales purposes only subject to the occupancy clearance agreement and satisfactory off-site improvements to service the models as approved by the city.

(C) The Engineering Division will provide the developer a stipulation letter or similar document that memorializes the requirements to finalize the project.

(Prior Code, Art. 19-9)

§ 152.106 TIME TO COMPLETE WORK.

The developer shall complete work required in the approved off-site improvement plans within 30 calendar days after issuance of the conditional acceptance by the Director or as determined by the Department.

(Prior Code, § 19-9-1)

§ 152.107 BOND RETURN.

(A) The performance bond or cash deposit or a portion thereof shall be retained by the city to provide completion of the work should the developer fail or refuse to do so as in § [152.106](#).

(B) The performance bond or cash deposit or unused portion thereof shall be returned to the depositor upon the approval of the Director after completion and acceptance of the off-site improvements. Acceptance in such cases is conditional upon the remaining work being completed without damage to the off-site improvement so accepted and including any final grade adjustments or other minor work.

(Prior Code, § 19-9-2)

VALIDITY OF PERMIT

§ 152.120 GENERAL PROVISIONS.

(A) The issuance or granting of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

(B) The issuance of a permit based upon plans and specifications shall not prevent the Director from requiring correction of errors in the plans and specifications or from preventing construction operations from being carried on there under when in violation of this code or of any other ordinance of the city.

(Prior Code, Art. 19-10)

DEFERRAL OF OFF-SITE IMPROVEMENTS

§ 152.135 GENERAL PROVISIONS.

The Director may direct that construction of off-site improvements, or portions thereof, be deferred when the improvements are impractical or premature because of traffic conditions, unavailability of necessary right-of-way, the potential for creation of scalloped streets, or other conditions detrimental to orderly development, and/or because of the known and acknowledged formation or pending formation of an improvement district. Engineering plans for all off-site improvements shall be prepared, submitted, and approved in accordance with § [152.046](#), at the same time the onsite plans are going through the permitting process, whether or not construction is deferred. Common infrastructure plans will not be required unless determined by the Director to have a direct impact on the abutting off-sites, such as a bridge or railroad crossing on or adjacent to the parcel to be developed. Plans will include an analysis of drainage and establishment of grades on both sides of the roadway for a minimum of one-fourth mile beyond the project limits in each direction unless waived or reduced by the Director. The developer of the property for which a deferral has been issued shall enter into a development agreement with the city which shall be recorded to run with the land, and

shall post an assurance as set forth below to guarantee the required improvements will be constructed when directed by the Director.

(Prior Code, Art. 19-11)

§ 152.136 NOTICE TO PROCEED.

The Director will give written notice to proceed with the construction of the improvements previously deferred when necessitated by road condition, current or projected traffic, adjacent construction, or other conditions which require additional access. The developer shall start construction of the improvements within 90 calendar days from the date of the notice and shall conclude the construction within a reasonable time, but in no event longer than 180 days from the beginning of construction, in accordance with plans approved by the city unless different time frames were outlined in a separate agreement. If the developer fails to construct any of the off-site improvements when directed, or fails to timely complete construction of the off-site improvements, the city may construct the improvements, or may complete construction of the improvements, and obtain payment therefore from the surety issuing the assurance. The developer's obligation will be satisfied when all required improvements have been constructed by the developer or another party, or when all required improvements have been constructed by an improvement district formed at the discretion of the city and accepted.

(Prior Code, § 19-11-1)

§ 152.137 PERFORMANCE BOND.

The Director shall require the posting of performance bonds, letters of credit, assurances, or such other security as may be appropriate and necessary to assure the installation of all off-site improvements whenever a deferral of construction has been issued or project phasing will permit occupancy of any structure prior to final acceptance of all improvements. The security shall remain in full force and effect until such time as all required off-site improvements are constructed and accepted. In the case of projects which are divided into a number of large parcels subject to additional subdivision at a later time, only the major infrastructure necessary to serve all parcels and adjacent land shall be subject to these requirements. The form of the assurance must be acceptable to the City Attorney and will be in an amount fixed by the Director, but in not less than 125 percent of the estimated cost to complete the improvements. Receipt of an acceptable assurance will be required at the time of approval of improvement plans.

(Prior Code, § 19-11-2)

§ 152.138 PARTIAL CONSTRUCTION.

When it is impractical for the city to accept a financial assurance because the schedule for city improvements is undetermined or unreasonably far into the future, or if for any other reason the improvements are constructed by the developer, the Director will order the construction of one or both sides of sufficient roadway necessary to ensure an orderly traffic flow. The cost of construction of improvements beyond the center of abutting streets or beyond the property limits (other than tapers and other

transitional items) shall be applied toward the amount of the developer's total obligation set forth in the benefit study, or the developer may enter into a reimbursement agreement with the city to recover costs from other developers as prescribed in § [152.142](#) below.

(Prior Code, § 19-11-3)

§ 152.139 BENEFIT STUDY.

The benefit study shall be utilized as the basis of determining a developer's full off-site improvement obligation. Use of the benefit study is required to ensure that the costs of the common infrastructure are equitably borne by all property owners in the subject study area. The amount and the purpose of the obligation for each property owner shall be stated in the benefit study subject to adjustment for inflation based on the CPI Inflation Calculator prepared by the U.S. Bureau of Labor Statistics (https://www.bls.gov/data/inflation_calculator.htm) and actual construction costs.

When development occurs in areas which have not been included in benefit studies, the obligations will be estimated by the Director or, at the developer's option, may be determined by a developer-funded benefit study. The Director's cost estimate or the developer's benefit study must be in place and accepted by both the city and the developer prior to any off-site improvements being constructed.

(Prior Code, § 19-11-4)

§ 152.140 CREDIT.

(A) When improvements are developer-constructed, the developer will be credited for the improvements he or she constructs against the developer's obligation set forth in the benefit study. Improvements for which credit is applied must be those set forth in the benefit study, but need not be those specific obligations set forth for any particular property. Where possible, the credit will be established with physical quantities such as lineal feet of curb and gutter, square feet of asphalt and the like. Where physical quantities cannot be established, such as portions of railroad crossings, portions of canal improvements and the like, the obligation to be met shall be the estimated current value for the item as set forth in the benefit study.

(B) The benefit study analysis and determination of credit for work performed will be accomplished by the city's benefit study consultant at developer expense. If the improvements to be installed by the developer do not satisfy the full obligation of the property as set forth in the benefit study, the developer may:

- (1) Install additional improvements, credited at values established by the benefit study as opposed to actual costs, up to the value of the developer's full obligation;
- (2) Pay the cash differential which will be held in a trust account for use only for the designated improvements; or
- (3) Provide an appropriate security, approved by the City Attorney, to guarantee construction of the remainder of the developer's obligation when determined necessary by the Director as set forth in division (B)(2) above.

(C) Any benefit study, estimate from the City, or reimbursement agreement must be in place and accepted by both the City and the developer prior to any off-site improvements being constructed. Any off-site improvements completed prior to a benefit study or other agreement will not be eligible for a credit for work.

(Prior Code, § 19-11-5)

§ 152.141 CITY PARTICIPATION.

When development occurs prior to initiation of city improvements, the city will not be obligated to participate in the developer's off-site construction costs; however, when funds budgeted for city participation in the developer's off-site improvements are available, the City Council may authorize the use of the funds to defray the developer's common infrastructure costs. The amount of the defrayal shall not exceed the amount of city participation set forth in the benefit study for the developer's property.

(Prior Code, § 19-11-6)

§ 152.142 REIMBURSEMENT AGREEMENT.

When the value of improvements constructed exceeds the developer's obligation as determined by the benefit study, or the improvements are in excess of those normal and customary improvements necessary to develop and support the project for which they are being constructed, the developer may be entitled to enter into a reimbursement agreement with the city to provide for recovery of costs from others who develop later on land benefited by the improvements constructed by the developer. The Director shall determine the amount of improvements eligible for reimbursement, and the determination shall be made a part of the agreement. Reimbursement shall be made on the basis of the benefit study.

- (A) The reimbursement agreement shall designate the parcels, the benefited parties, the reimbursement amount and the reimbursement share. The agreement shall include a diagram of the benefited parties' parcels and the method for calculating reimbursement shares. In the event bonds of the city, including improvement district or assessment bonds, have been issued to finance the construction of the public improvements and related facilities that benefit property per a benefit study, the city shall receive all reimbursement amounts and apply such amounts to the debt service funds of the applicable bond issue.
- (B) All reimbursement agreements must be requested by the developer and shall run for a period not to exceed 15 years from completion of the improvements on behalf of a benefited property, or when the reimbursement amount has been repaid, whichever is earlier,
- (C) The developer shall administer the reimbursement agreement and collect the reimbursement amount from the benefited parties. Developer shall also promptly notify the city, in writing, each time a benefited party pays its reimbursement share.
- (D) Prior to allowing a benefited party to connect to or to use a public improvement, or at an earlier time as identified in the reimbursement agreement (e.g., prior to

approving a final plat), city shall verify that the benefited party has paid its reimbursement share to the developer.

- (E) When an improvement identified in a benefit study is constructed by the city or its contractors, the city may require the benefitted parcels to reimburse the city prior to the approval of a final plat.

§ 152.143 REIMBURSEMENT PROCEDURE

- (A) The benefit study along with a map establishing the boundaries of the benefited parties' parcels and indicating each benefited party's reimbursement share of the improvement shall be prepared by the Director or his/her designee and filed in the office of the city clerk. The map for the improvement shall contain:
- (1) A description of the special public improvement;
 - (2) A general description of the estimated total cost and cost per frontage foot or cost per acre of the proposed special public improvement;
 - (3) A description of the special public improvement project area and a map and list of the benefited parcels and lots;
 - (4) A determination of that portion of the costs of the improvement that shall be allocated to the general public benefit, if any;
 - (5) A preliminary estimate of the portion of the improvement which will be financed with general obligation bonds, development fees, special assessments or improvement district assessments and the portion which will be financed with repayments for special public improvements.
- (B) The benefited parties shall receive notice in writing of the proposed charges for improvements as well as notice of the date of the Council Meeting at which the reimbursement agreement will be considered by City Council.
- (C) The map of benefited parcels and improvements (inclusive of parcel numbers) shall be recorded with the Maricopa County Recorder.

(Prior Code, § 19-11-7)

STREET FINANCING POLICY

§ 152.155 GENERAL PROVISIONS.

The cost of all improvements of streets located on or adjacent to new subdivision areas to be developed or redeveloped shall be the full responsibility of the developer, except that when improvements are constructed under improvement district financing.

(Prior Code, Art. 19-12)

§ 152.156 STREET IMPROVEMENT COSTS.

The cost of street improvements adjacent to already developed areas and within or adjacent to new subdivisions or developing areas, whether platted or unplatted, shall be as set forth below.

(Prior Code, § 19-12-1)

§ 152.157 LOCAL.

In accordance with A.R.S. § 9-243, the city may require an abutting property owner to construct an adjacent sidewalk and/or local street, as classified by the City, and assess the cost thereof against the abutting owners property.

(Prior Code, § 19-12-2)

§ 152.158 COLLECTORS AND ARTERIALS.

The cost of improvements to collector and arterial streets, as classified by the City, shall be as follows.

(A) Where street improvements have not been previously constructed in accordance with city standards, the abutting property owners shall be responsible for costs of all improvements to city standards to the street centerline adjacent to the property, including but not limited to curbs, gutters, sidewalks, asphaltic pavement, tree removals, ditch removals, scuppers and retention basins, irrigation piping, and structures. Where applicable, the property owner shall share with other property owners the cost of streetlights, traffic-control devices, striping, landscaping, intersection construction, temporary pavement, pavement transitions, and miscellaneous removals.

(1) Where medians are required, the owner of the property first developing shall install the full median, including curbing, street lighting, and landscaping. The developer required to install a full median may request the city to enter into an agreement providing for reimbursement of that portion of the costs which would have been the responsibility of subsequent developers. Reimbursement shall be made in the same procedure as outlined in Section 152.158(A)(2) less the reimbursement transaction fee established by Council resolution which shall be retained by the city to cover administrative costs.

(2) Reimbursement shall be made by the city upon receipt of payment from the adjacent or abutting property owners. The agreements shall be requested of the city by the developer within one year from the date of acceptance of the improvements and shall run for a period not exceed 15 years. The agreements shall automatically terminate at the end of the 15-year period. The reimbursed fees will be based on the actual amount the first developer spent on the improvements which must be submitted to and accepted by the City prior to the agreement. The reimbursed costs may include engineering, construction, and inspection costs. Inflation will not be included in the reimbursed amount. Notice shall be given to the benefited abutting property owners pursuant to § 152.143(B).

(3) Buy-ins for medians shall be collected by the city only when a valid reimbursement agreement is in force. They shall be paid prior to the release of the certificate of occupancy or, if no building is proposed as part of the project, prior to the release of the Engineering permit.

(B) Where the street improvements have been constructed in accordance with city standards in effect at the time of the construction, the street reconstruction shall be at

no cost to the property owner if the construction or reconstruction is initiated by the city or persons other than the property owner.

(C) Where the street improvements do not meet the current City standards, the property owner is responsible to make the necessary upgrades to meet the current standards if the construction or reconstruction is initiated by the property owner.

(D) If the construction or reconstruction is undertaken by the abutting property owner as an improvement to his or her property, the costs shall be borne by the property owner in accordance with this subchapter.

(E) If the construction or reconstruction is initiated by a third party as part of an improvement to an adjacent or nearby property, the cost of construction or reconstruction shall be borne by the third party unless the property owner agrees to assume a share of the improvement costs.

(Prior Code, § 19-12-3)

SCALLOPED STREET ASSESSMENTS

§ 152.170 RESOLUTION OF INTENTION TO ORDER IMPROVEMENTS.

(A) Upon the determination of the Director that the public health, safety, welfare, and convenience requires the construction of streets prior to the development of the adjacent property, a resolution of intention to order the improvement shall be submitted to the City Council for approval as set forth below.

(B) Each property owner that may be subject to any assessments under this subchapter shall receive written notice of the City Council consideration of the resolution of intention described above at least ten calendar days prior to the date of the hearing. An affidavit of mailing of such notice shall be filed in the office of the City Clerk.

(C) If the City Council receives any written objections, prior to acting on the resolution of intention to order improvements, the City Council shall hold a public hearing. The public hearing shall be for the purpose of receiving comment on whether the proposed improvements are required for the public health, safety, welfare, and convenience.

(D) After the public hearing is concluded, the City Council shall determine whether the public health, safety, welfare, and convenience require the street improvements. If the City Council so determines, then the City Council shall adopt the resolution of intention to order the improvement. The determination shall include that the street improvements shall be constructed or improved at city expense. The expense shall be assessed against each property owner in accordance with the provisions of this subchapter.

(E) The resolution of intention to order the improvement shall contain:

- (1) A description of the street, road or highway to be improved;
- (2) A general description of the proposed improvements, including the estimated total cost and cost per linear foot; and

(3) The estimated cost of assessment for each affected parcel of property.

(F) The City Council's decision on necessity for street improvements and construction shall be final and conclusive, and such decision shall result in the assessment of property under this subchapter, subject to appeal as set forth below.

(Prior Code, § 19-13.1-1) (Ord. 008-07-13, passed 7-10-2008)

§ 152.171 NOTICE OF ASSESSMENTS.

(A) Not more than 20 calendar days after the City Council adopts the resolution of intention to order improvements, the Director or designee shall serve a written notice of assessments, by any means permissible under the Arizona Rules of Civil Procedure, upon each owner of real property adjacent to the improvement and subject to assessment.

(B) The notice of assessments shall contain:

- (1) The name, address and tax parcel number of the property owner served;
- (2) The total assessment against the property for the proposed improvement;

(C) The notice of assessments shall advise the property owners of their right to submit written objections to the amount of assessment to the city or to appear in person at a public hearing to object to the amount of assessment. Objections shall be filed within 15 calendar days after receipt of the notice of assessments. Upon receipt of an objection, a public hearing shall be scheduled before the City Council on the objections and confirming of assessments. The public hearing shall be at least 30 days after notice was served upon each property owner.

(Prior Code, § 19-13.1-2) (Ord. 008-07-13, passed 7-10-2008)

§ 152.172 ADOPTION AND IMPOSITION OF ASSESSMENTS.

(A) The City Council shall hold a public hearing on all objections to the assessments.

(B) At the public hearing, or at any time thereafter to which the hearing may be continued, the City Council shall hear and rule upon all objections. The decision of the City Council shall be final and conclusive as to all errors, informalities and irregularities which the City Council might have remedied or avoided at any time during the progress of the proceedings. If the City Council determines that the objections should be granted, the Director shall reissue the notice of assessment. If the City Council determines that the objections shall be overruled, the City Council shall adopt an order and resolution overruling all objections and confirming the assessments established by the Director.

(C) The order and resolution confirming the assessments and describing the property against which the assessments are imposed shall be recorded in the office of the Maricopa County Recorder, together with a specific written notice of the assessment containing:

- (1) The amount of the assessment;
- (2) The legal description of and the tax parcel number of the subject property;

- (3) The name of the property owner; and
- (4) The conditions that require payment of the assessment.

(D) Upon recording of the order and resolution and notice of assessment, the amount so assessed shall be a lien upon the property assessed until the earlier to occur of:

- (1) The date such assessments are paid; or
- (2) The date that is ten years after the date of such assessments, and such recording shall be notice to all persons interested in the contents of the record.

(E) Assessments levied against property containing multiple leaseholds may be subdivided by the Director to apply against each leasehold based on the amount of the leasehold interest compared to the total interest.

(Prior Code, § 19-13.1-3) (Ord. 008-07-13, passed 7-10-2008)

§ 152.173 RIGHT-OF-WAY.

When sufficient right-of-way is not available to perform the improvements ordered pursuant to this subchapter, the City Manager is hereby authorized to obtain the right-of-way upon terms just to the city. If the right-of-way is not dedicated in time before construction commences, the cost to the city to acquire the right-of-way shall be considered an expense attributable to the completion of the improvements.

(Prior Code, § 19-13.1-4) (Ord. 008-07-13, passed 7-10-2008)

§ 152.174 LIMITATIONS ON ASSESSMENTS.

(A) The assessment of property, if adjacent arterial streets are involved, shall not exceed the cost of improving more than one-half of the width and more than 1,000 lineal feet of such adjacent arterial street, except that if any parcel of land is presently being used for single-family residential use and the width of such residential use does not exceed 200 lineal feet, such property shall not be assessed greater than one-half the cost of the average residential property within the city.

(B) The assessment of property shall not exceed the actual expense incurred by the city at the time of construction.

(C) Any assessment under this chapter shall abate if the property has not been developed within ten years of the assessment.

(Prior Code, § 19-13.1-5) (Ord. 008-07-13, passed 7-10-2008)

§ 152.175 COLLECTION; PAYMENT AND SATISFACTION.

(A) The City Manager or designee shall collect any unpaid assessments:

- (1) Prior to issuing a building permit for development of any assessed property; and
- (2) Prior to permitting access to the street from the assessed property.

(B) The City Manager or designee shall collect any unpaid assessments prior to the City Council or Planning and Zoning Commission approving any request for rezoning or site plan for development of any assessed property.

(C) Assessments levied under this chapter against real property having multiple leasehold interests may be payable in part by each leasehold interest at the time of application for a building permit, conditional permit or special use permit.

(D) The City Manager or designee shall collect any unpaid assessment prior to the City Council's approval of any final subdivision plat which plat will result in a subdivision of property assessed under this subchapter.

(E) The City Manager or designee shall collect any unpaid assessment prior to issuance of any grading permit required for any assessed property.

(F) Upon payment of the assessment in full or in part, a full or partial satisfaction evidencing payment shall be recorded in the office of the Maricopa County Recorder.

(Prior Code, § 19-13.1-6) (Ord. 008-07-13, passed 7-10-2008)

§ 152.176 APPEALS; SEVERABILITY.

The determination of necessity by the City Council resulting in the levying of assessments upon any property under this subchapter may be appealed by the aggrieved party to the Superior Court of Arizona, Maricopa County. In the event any part or portion of this subchapter is declared unenforceable by any court of competent jurisdiction, all other portions of this subchapter not declared unenforceable shall be deemed separate and apart and shall continue to be in full force and effect.

(Prior Code, § 19-13.1-7) (Ord. 008-07-13, passed 7-10-2008)

ACCELERATED PUBLIC IMPROVEMENTS

§ 152.190 POLICY.

The purpose of this subchapter shall be to provide a mechanism by which the city or developers may be repaid the reimbursement amount of the cost of accelerated public improvements by each benefitted party who has received a special benefit from the accelerated public improvements, but who has not contributed a pro rata share of the cost of constructing the accelerated public benefit. An "accelerated public improvement" refers to any publicly dedicated right-of-way, any street, drainage, water or sewer improvements or facilities, asphaltic and concrete paving, curb, gutter and sidewalks, street lights, traffic signals and public landscaping or any other improvements completed prior to development on the property adjacent to the improvement.

(Prior Code, § 19-13.2-1) (Ord. 008-07-13, passed 7-10-2008)

§ 152.191 CONSTRUCTION OF ACCELERATED PUBLIC IMPROVEMENTS.

Prior to a permit being issued for construction of accelerated public improvements for which repayment of reimbursement amount is being requested, the following requirements shall be met:

(A) A diagram describing all properties which will be benefitted by any accelerated public improvements to be installed shall be provided to the Director or designee.

(B) The field engineering plans and specifications required for the accelerated public improvement may be prepared by the owner or the city. If prepared by the owner they must be approved by the Director or designee prior to construction. The engineering costs for preparation of plans and staking of the accelerated public improvements only, which are incurred by the person, may be included as determined by the Director or designee in the agreed construction costs as provided in this section.

(C) For any accelerated public improvements that are constructed, the owner shall furnish and install to city specifications all facilities within the boundary of the designated area of the development.

(D) Detailed plans and specifications for accelerated public improvements that are extensions to existing public facilities must be approved by the Director prior to construction. The costs for the preparation of plans and specifications, diagrams and other information required by the owner to comply with §§ [152.190](#) through [152.195](#) shall be assumed by the property owner.

(E) The project shall be bid in accordance with the provisions pertaining to public works projects contained in A.R.S. Title 34. The city shall open the bids on a pre-determined date agreeable to the property owner and the city. The city and the property owner reserve the right to reject any or all bids. The construction costs shall be determined prior to the commencement of construction and shall be approved by the city. In the event that the agreed upon construction costs increase, the repayment agreement may be amended upon approval of the additional construction costs by the city.

(F) The city will perform the inspection during construction and shall charge the owner for the inspection of the accelerated public improvements. The costs of such inspections may be included in any repayment agreement.

(G) The ownership of all accelerated public improvements upon inspection and acceptance as meeting city standards shall be vested in the city.

(Prior Code, § 19-13.2-2) (Ord. 008-07-13, passed 7-10-2008)

§ 152.192 AUTHORIZATION OF REPAYMENT AGREEMENTS.

(A) Upon development of any property within or outside of the city limits for which an accelerated public improvement project will be constructed, the developer or owner paying the cost of the accelerated public improvements may request that the City Manager or designee, on behalf of the city, enter into a reimbursement agreement to collect reimbursement amounts from the developers and owners of parcels specially benefitted by the project located within or outside the city.

(B) The City Manager shall be authorized to enter into repayment agreements under this subchapter without further authorization from the City Council. The agreements shall be recorded in the office of the Maricopa County Recorder.

(C) Any improvements constructed pursuant to §§ [152.170](#) through [152.176](#) of this chapter shall not be subject to repayment agreements under this chapter in addition to assessments levied pursuant to §§ [152.170](#) through [152.176](#).

(Prior Code, § 19-13.2-3) (Ord. 008-07-13, passed 7-10-2008)

§ 152.193 REPAYMENT AGREEMENTS; TERMS; COLLECTIONS; AND COSTS.

(A) The repayment agreement shall designate the parcels and persons who are entitled to reimbursement amounts and shall include a diagram of the properties and respective amounts from which reimbursement amounts may be collected.

(B) The repayment agreement shall set forth the total of the reimbursement amount to be paid to the city, which agrees to repay the reimbursement amounts to the property owner when the amounts are paid to the city. The total of the reimbursement amounts shall not exceed that portion of the agreed construction costs of the accelerated public improvement allotted to property other than that held by the property owner receiving the reimbursements. The repayment agreement shall terminate in ten years or when the total amount provided for by this chapter is repaid, whichever is earlier. The city will not be liable to the property owner for any amounts not collected by the city prior to termination of the repayment agreement.

(C) The approved construction costs as described above will be used for calculation of all reimbursement amounts.

(D) In consideration for their entry into a repayment agreement with the city, the property owner shall have the right to connect into the accelerated public improvement.

(E) The field engineering plans and specifications required for an accelerated public improvement shall be prepared by the developer and approved by the city prior to construction. The engineering costs for preparation of plans and staking of the accelerated public improvements on the property which are incurred by the property owner may be included as determined by the city in the agreed construction costs as provided in this section. The city will perform the inspections during construction.

(F) The city shall have sole and exclusive control of connections to the accelerated public improvement. Connections to the accelerated public improvement may only be made upon issuance of a written permit from the city. It shall be unlawful to make a connection to an accelerated public improvement without a permit. The unlawful connections may be removed by the city and the costs of removal assessed to the party making the connection.

(G) Prior to the inspection and acceptance of the accelerated public improvement by the city, all reimbursement amounts due by an owner for repayment of the benefit which their property received from the accelerated public improvement shall be paid to the city.

(H) An annual charge will be assessed by the city for the administration of each repayment agreement. The annual charge shall be calculated based on actual cost incurred by the city for the administration of the agreement; however, the annual charge shall not be less than \$500 per year.

(I) Any property owner may assign the benefits arising out of any reimbursement agreement with the city. The assignments shall not relieve the property owner from its duties and obligations under the agreement. The assignment shall require prior, written approval of the city, which may be withheld for any reason.

(Prior Code, § 19-13.2-4) (Ord. 008-07-13, passed 7-10-2008)

§ 152.194 REIMBURSEMENT AMOUNTS PAYABLE TO CITY.

(A) When an accelerated public improvement is constructed by the city or its contractors to provide service or benefit to a parcel of a property owner, which owner or their predecessors in interest did not pay for any of the costs of the accelerated public improvement, the city may impose and collect a reimbursement amount. The reimbursement amount shall be based on the benefitted parcel's share of the special benefit received as compared to the total cost of the accelerated public improvement. The reimbursement amount shall be paid to the city prior to the issuance of a building permit or the issuance of an encroachment permit to access city right-of-way for the purpose of connecting to the accelerated public improvement.

(B) It shall be unlawful for any person to extend service from an accelerated public improvement to property for which a reimbursement amount has been imposed without first paying the reimbursement amount and obtaining a permit issued by the City Engineer or designee.

(C) The repayment obligation under this section shall terminate in ten years or when the total amount provided for by this subchapter is repaid, whichever is sooner.

(Prior Code, § 19-13.2-5) (Ord. 008-07-13, passed 7-10-2008)

§ 152.195 NOTICE OF INTENTION TO APPROVE ACCELERATED PUBLIC IMPROVEMENTS.

(A) Upon the determination of the Director or designee that the public health, safety, welfare, and convenience requires the construction of accelerated public improvements prior to the development of the adjacent property, but for which the adjacent property will be specially benefitted, a map establishing the boundaries of the zone and indicating the amount of charges for accelerated public improvements on each parcel shall be prepared by the Director and filed in the office of the City Clerk. The map for the accelerated public improvement shall contain:

- (1) A description of the accelerated public improvement;
- (2) A general description of the estimated total cost and cost per frontage foot or cost per acre of the proposed accelerated public improvement;
- (3) A description of the accelerated public improvement project area and a map and list of all property owners who will be receiving a special benefit from the construction of the accelerated public improvement;

(B) Those property owners within the area subject to repayment for accelerated public improvements shall receive notice in writing of the proposed charges for accelerated public improvements by personal delivery or by certified U.S. Mail.

(C) Upon completion of any accelerated public improvements as permitted in this subchapter, the city may record with the Maricopa County Recorder's Office a notice of the reimbursement amount owed by a benefitted party together with a notice of the provisions of this subchapter relating to repayment of the reimbursement amount prior to any development on the property owned by the benefitted party.

(Prior Code, § 19-13.2-6) (Ord. 008-07-13, passed 7-10-2008)

PRIVATE STREETS

§ 152.205 GENERAL PROVISIONS.

Private streets are subject to all requirements of public streets except for street and right-of-way width. They shall be reviewed, approved, inspected, and tested in the same manner as public streets and shall include drainage facilities, curbs, sidewalks, and streetlights built to city standards. The minimum allowable width of the private streets will be determined by the Development Services Director based on a variety of factors, including but not limited to, projected traffic volume and availability of off-street parking.

(Prior Code, Art. 19-14)

§ 152.206 PERMITS AND INSPECTION.

(A) Any person constructing or installing private streets or any other privately-owned off-site improvement must comply with all of the requirements of this chapter including but not limited to complete inspection and testing for private streets including paving, curb, gutter, sidewalks and drainage facilities. Parking lots and their associated access ways shall receive limited inspection to ensure plan requirements for drainage and thickness of asphalt and base course have been satisfied.

(B) Street name signs and traffic-control devices shall be furnished and installed by the developer in accordance with approved plans prior to project acceptance.

(Prior Code, § 19-14-1)

TRAFFIC SIGNALS AND STREETLIGHTS

§ 152.217 TRAFFIC SIGNAL AND STREETLIGHT REIMBURSEMENT AGREEMENTS.

(A) When a developer is required to install a traffic signal as part of the development plan, the developer shall be entitled to enter into a reimbursement agreement with the city to provide for recovery of costs from owners of other corners of the intersection which are undeveloped at the time the plans are approved. The reimbursement costs shall be computed by the Director based on actual construction cost of the signal plus engineering and construction inspection costs. The determination shall be made a part of the reimbursement agreement. The total of the reimbursement to the developer shall not exceed the total costs as determined by the Director less the proportion of the costs applicable to the developer's project. The developer shall furnish the Director a certified copy of the actual costs when he or she requests the reimbursement agreement. No reimbursement shall be received from others on corners already developed. No

reimbursement shall be received from others on corners with valid engineering plans approved for development unless the city required a contribution towards the traffic signal during the plan review/permitting process. The Director shall determine the applicability and the amount of buy-ins due when development occurs on the other corners of the intersection. As a general rule, one-fourth of the total cost will be assessed to each corner. Exceptions may apply when the size of a parcel or the amount of traffic generated warrants a different assessment.

(B) When streetlights are installed by a developer on local or collector streets, he or she shall be entitled to enter into a reimbursement agreement with the city to provide for recovery of cost from others who develop later on land adjacent to the streetlights installed by the developer. The Director shall determine the amount of street frontage eligible for reimbursement, and the determination shall be made a part of the agreement. Reimbursement shall be made on the basis of street frontage at rates established by the Director. The rates shall include current costs for engineering, construction and inspection.

(C) All reimbursement agreements must be requested by the developer and shall run for a period not to exceed 15 years from the date of execution by the Director, who is hereby authorized to execute the agreements in accordance with the provisions of this section. The agreements shall automatically terminate at the end of the 15-year period. No agreement shall be approved and executed more than one year after date of acceptance of the improvements, and no reimbursement shall be received from projects by others which have engineering plans approved prior to receipt of the developer's request to enter into such an agreement unless the city required a contribution towards the traffic signal during the plan review/permitting process.

(D) Reimbursement shall be made by the city upon receipt of payment from adjacent property owners, less the fee established by Council resolution per reimbursement transaction which shall be retained by the city to cover administrative costs. All agreements shall include the name and address of the recipient of reimbursement payments, and it shall be the developer's responsibility to keep the information current. Agreements may be assigned by the developer upon written notification to the Director and subsequent written acknowledgment.

(E) Buy-ins for traffic signals and streetlights shall be collected by the city only when a valid reimbursement agreement is in force. They shall be paid prior to the release of the certificate of occupancy or, if no building is proposed as part of the project, prior to the release of the Engineering permit.

(Prior Code, § 19-15-3)

DISPOSITION OF UNNECESSARY RIGHTS-OF-WAY

§ 152.230 GENERAL PROVISIONS.

The City Council may dispose of unnecessary public roadway either by sale, vacation, or exchange of the roadway in accordance with the requirements of state law and pursuant to the adoption of an ordinance authorizing the disposition. The City Council may extinguish unneeded easements by resolution.

(Prior Code, Art. 19-16)

§ 152.231 RESERVATION OF EASEMENTS.

In the event there are existing utility lines, pipes, canals, ditches, or appurtenances in any unneeded public roadway being sold, vacated, or exchanged, or if in the sole discretion of the city it is probable that there will be a need for a public utility easement in the roadway, the city shall reserve an easement or easements for such purposes and of such size as the city may determine. Any fees associated with the creation and recordation of the easement(s) must be included in the cost of the sale, if applicable.

(Prior Code, § 19-16-1)

§ 152.232 APPLICATION FOR DISPOSITION OF ROADWAY OR EASEMENT.

An applicant for disposition of unnecessary public roadway or for extinguishment of an easement shall submit an application in such form and with such information as may be required by administrative regulation and shall pay such fees as are established by resolution approved by the City Council.

(Prior Code, § 19-16-2)

§ 152.233 DECISION TO DISPOSE OF ROADWAY OR EASEMENT.

(A) The decision to dispose of an unnecessary public roadway or to extinguish an unneeded public easement lies solely with the City Council and shall be made upon receipt of staff's recommendation.

(B) The vesting of title to roadway vacated by the city shall be subject to consideration from the owner of the abutting property to the city deemed by the City Council, in its sole discretion, to be commensurate with the value of the abandoned roadway, giving due consideration to its degree of fragmentation and marketability and any other public benefit received by the city in return for the abandoned roadway.

(Prior Code, § 19-16-3)

ENFORCEMENT

§ 152.245 CEASE AND DESIST ORDERS.

Whenever any work is being done contrary to the provisions of this code, the Director or his/her designee may order the unauthorized work stopped by notice in writing served on any person engaged in the doing or causing the unauthorized work to be done, and any such person shall forthwith stop the unauthorized work.

(Prior Code, § 19-17-1)

§ 152.246 APPEAL PROCEDURE.

Any developer who has been aggrieved by a decision of the Director or the Department, pursuant to action taken in the enforcement of this chapter, to include benefit study standards, criteria, limits, cost assignments and the like, may appeal the decision for consideration by the City Council. Appeals shall be presented in writing to

the Director, who shall prepare a report and recommendation to the Council and notify the appellant in writing of the time and place of the Council hearing. The Council may modify these provisions in such a manner and to such extent as it may deem appropriate to the public interest. The decision of the Council shall be final and conclusive.

(Prior Code, § 19-17-3)

§ 152.999 PENALTY.

Any person violating any of the provisions of this chapter shall severely, for each and every such violation and non-compliance, be punished as provided in § [10.99](#)(A) of this code of ordinances.

(Prior Code, § 19-17-2)

EXHIBIT B

PROPOSED CODE REVISION

CHAPTER 153: FLOODPLAIN MANAGEMENT

Below are the proposed changes to § 153.001 and §153.002 of the City Code.

Section

FLOODPLAIN RESPONSIBILITIES, MANAGEMENT AND ADMINISTRATION

§ 153.001 FLOODPLAIN MANAGER.

The City of El Mirage elects not to assume the responsibility of floodplain management from the Flood Control District of Maricopa County as provided for in A.R.S. §§ 48-3609 and 48-3610. The Development Services Director/City Engineer is designated as the National Flood Insurance Program (NFIP) Floodplain Administrator for the City of El Mirage, is responsible for coordinating with the Flood Control District of Maricopa County, and will serve as the community point of contact on NFIP issues for county, state and federal officials.

(Ord. O19-12-14, passed 12-3-2019)

§ 153.002 FLOOD INSURANCE.

Those public records entitled "Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas" dated September 18, 2020 with accompanying FIRMs dated October 16, 2013 and all subsequent revisions, amendments and/or revalidations, copies of which shall be kept on file in the office of the City of El Mirage Clerk, are hereby adopted by reference as the basis for establishing the Special Flood Hazard Areas in the City of El Mirage. The Special Flood Hazard Areas documented in the Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) are the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the regulations.

(Ord. O19-12-14, passed 12-3-2019)

PROPOSED CODE REVISION

CHAPTER 152: PROPERTY DEVELOPMENT; OFF-SITE CONSTRUCTION IMPROVEMENT REQUIREMENTS

Below are the proposed changes to § 152.001, § 152.002, § 152.017, § 152.030, § 152.045, § 152.046, § 152.048, § 152.060, § 152.061, § 152.062, § 152.063, § 152.075, § 152.076, § 152.077, § 152.078², § 152.090, § 152.091, § 152.092, § 152.105, § 152.106, § 152.107, § 152.120, § 152.135, § 152.136, § 152.137, § 152.138, § 152.139, § 152.140, § 152.142, § 152.143, § 152.157, § 152.158, 152.170, ² § 152.171, § 152.172, § 152.190, § 152.191, § 152.192, § 152.195, § 152.205, § 152.206, § 152.215, § 152.216, § 152.217, § 152.231, § 152.245 and § 152.246 of the City Code.

Section

GENERAL PROVISIONS

§ 152.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DEVELOPER. The individual, firm, corporation, association, syndicate, trust, or other legal entity that files the application and initiates proceedings for the development of land, including but not limited to a subdivision, minor division of land, site development plan, and/or a zone change in accordance with this code. The **DEVELOPER** need not be the owner of record of the land.

MEDIAN. A raised or flush area designed to separate and control vehicular movement.

OFF-SITE CONSTRUCTION. Construction, erection, or installation or any change or addition to lands, structures, equipment, facilities, or materials located above or below ground within any street, alley, easement, or rights-of-way in the city. **OFF-SITE CONSTRUCTION** includes construction of improvements on private property which will later be dedicated to the city or which will serve as community infrastructure even though remaining private property.

OFF-SITE IMPROVEMENT. Those improvements, infrastructure, or facilities a developer is required to or does construct or install in conjunction with the development or redevelopment of any property and any off-site construction, including common infrastructure, adjacent to or related to property for which a city permit is being sought for purposes of development, redevelopment, or construction. On-site retention basins and other drainage facilities, overhead utility lines, water lines, or pipes four or more inches in diameter, sewer lines or pipes eight or more inches in diameter, together with water and sewer services and their appurtenances, shall be deemed **OFF-SITE IMPROVEMENTS** as regulated by this chapter of the code.

OVERHEAD UTILITY LINES. Those historically conveyed by a series of conductors mounted on poles or other above ground structures. Included are electric service lines, electric distribution lines (under 69 kilovolt), telephone cables and lines, and lines for other communications systems ~~such as~~ including but not limited to cable-transmitted television.

PRIVATE STREET. A street not owned or maintained by the city.

RIGHT-OF-WAY. Any land which by deed, conveyance, agreement, easement, dedication, usage, zoning condition, process of law, or other means is reserved for or dedicated to the general public for street, highway, alley, public utility, or pedestrian walkway purposes and accepted by the city.

UNDERGROUND or UNDERGROUNDING. The placement of utilities at or below ground with the attendant removal of aboveground poles, conductors, and appurtenances as applicable.

(Prior Code, Art. 19-1)

§ 152.002 DESIGN REQUIREMENTS.

(A) All off-site improvements shall be designed, engineered, constructed, and installed in accordance with the regulations adopted in § 150.001 of the city code and with all other applicable regulations adopted by the city, state or federal government.

(B) ~~Right-of-way width and street cross section shall be as specified~~ All off-site improvements shall be designed and constructed according to the dimensions and standards set forth in the City's Code and the Planning and Zoning Regulations Design & Development Standards Manual (DDSM).

(C) The ~~Public Works Development Services~~ Director (Director) shall determine street classifications.

(Prior Code, Art. 19-2)

REQUIRED IMPROVEMENTS

§ 152.015 GENERAL PROVISIONS.

As a condition of approval of any subdivision, minor division of land, or site development plan, the developer shall be required to design, engineer, construct, and install all off-site improvements on and adjacent to the site to be developed, in accordance with the requirements set forth in the city code and the zoning code and regulations, the encroachment permit code, and this chapter. This requirement applies to all land developed or redeveloped under the provisions of any of the above listed chapters.

(Prior Code, Art. 19-3)

§ 152.016 IMPROVEMENT EXTENSIONS.

Improvements shall, as a minimum, extend to the center of abutting streets or rights-of-way and may extend beyond the center when median islands and two-way traffic

requirements necessitate an extension. When the property to be redeveloped abuts a canal, drain, wash, irrigation ditch, or similar facility, the off-site construction shall include full improvements to the facility.

(Prior Code, § 19-3-1)

§ 152.017 IMPROVEMENT INCLUSIONS.

Improvements shall also include tapers or transitional areas on either side of the project site necessary to provide a safe, smooth traffic flow between existing and newly constructed street sections. The taper and transitional areas shall extend beyond the limits of the project, if possible, to allow for the full improvements to be constructed along the project frontage. Any additional right-of-way necessary for the construction both within and beyond the limits of project site, including applicable legal fees, shall be the responsibility of the developer.

(Prior Code, § 19-3-2)

UNDERGROUNDING OF OVERHEAD UTILITY LINES.

§ 152.030 GENERAL PROVISIONS.

(A) The developer shall place underground all existing overhead utility lines, including but not limited to telephone, cable television and electric power, except electrical lines exceeding 13 kV capacity, either within a proposed development or redevelopment project or within public rights-of-way or easements adjacent to the project, prior to issuance of a certificate of occupancy. This requirement shall apply to all projects submitted for approval or re-approval under the provisions of the site development in the zoning code. Utility poles and lines are defined herein as the poles, structures, wire, aerial cables, and related facilities used in the distribution of electricity or in the transmission of telecommunications, telegraph, data, radio, or television communications. This requirement includes utility lines on and adjacent to the project, including lines which extend across public streets, alleys, and/or easements adjacent to the property being developed or redeveloped. Existing utility lines within or adjacent to a project shall be under-grounded up to the first existing pole beyond the limits of the property. This requirement includes the undergrounding of all existing overhead service lines attached to the lines to be removed along with necessary conduit, supports, restoration and the like, necessary to convert the service line from overhead to underground. The requirement shall apply regardless of the existence of easements for overhead lines. When high-voltage power lines, above 13 kV or similar, are present on the same poles as the lower voltage lines, all lines other than the high-voltage lines shall be placed underground.

(B) Equipment appurtenant to the underground facilities, such as surface-mounted transformers, pull boxes, pedestal cabinets, service terminals, telephone splice closures, concealed ducts, or other similar on-the-ground facilities normally used with or as approved by the **Public Works** Director, may be maintained above ground with the written permission of the **Public Works** Director for the specific facility to be left above ground.

(C) The developer or owner of a development or redevelopment project shall be responsible to make necessary arrangements with the affected utility companies for the installation of required underground facilities, including the design and payment of any cost therefore as a condition of plan approval. Nothing contained herein is intended to obligate a providing utility company to install the underground facilities without reimbursement.

(D) In those instances where poles to be removed include street lights, the street lights will be replaced with freestanding poles by the developer in accordance with current street light standards.

(E) Relief from undergrounding requirements may be considered, at the discretion of City Council, under the following conditions.

(1) Deferment of undergrounding may be requested by a developer in cases where the utility frontage is small (generally less than 1,000 feet in length) or when project phasing or other extraordinary conditions beyond the control of the developer makes deferment of undergrounding economically or practically beneficial to the developer and City. When deferment is approved, the developer shall obtain an estimate of undergrounding costs from all affected utility companies. The developer shall then be required to provide a cash deposit, performance bond, letter of credit, certificate of deposit, or other security acceptable to the City Attorney, in an amount equal to 125 percent of the estimated under-grounding costs, as provided by the utility company, associated with the utility frontage of the project. The developer shall also be required to enter into a development agreement or other agreement acceptable to the City Attorney setting forth the terms and conditions imposed on developer in exchange for the deferment of undergrounding and ensuring completion of undergrounding of utilities by developer prior to completion of the development project. ~~be required to install the ductwork (conduit) required by the utility companies for the future undergrounding prior to issuance of certificate of occupancy. Phasing of projects will be considered based on the particular situation. On projects for which plans are approved in phases, the developer may request delay in payment of estimated costs until approval of plans for the largest phase involving undergrounding, at which time payment for the entire project shall be required. The obligation to pay at the time of a subsequent phase shall be secured by an agreement which shall bind the owner and subsequent buyers for undergrounding costs along the entire applicable frontage. Monies received will be held in an account by the city to be used at whatever time the applicable area is converted by the city, utility companies, or other parties to underground utilities.~~

(2) Exemption may be considered where the developer can show that undergrounding will be an unusual economic hardship and the costs of the undergrounding are disproportionate in terms of the utility frontage and the proportionate frontage of the project under consideration. Examples are cases where development occurs in an area where adjacent land on both sides is already developed (infill situation), and in cases involving additions or modifications to existing sites which represent a minor portion of the total site.

(3) All requests for relief must be presented in writing to the Planning and Development Services Director prior to plan approval. Consideration for approval shall

be in accordance with the purpose, intent, and objective of this section. ~~The Planning Planning and Development Director shall approve or disapprove~~ All formal requests for relief ~~will be presented to City Council for approval or disapproval and the Council's decision is final~~. Aesthetics is only one of many reasons for undergrounding of which public safety is paramount. Completion of undergrounding and/or payment of costs shall be required prior to granting of a certificate of occupancy. All new service lines installed shall be installed underground per § 155.057 even though relief may be granted for adjacent existing lines.

(F) The requirements set forth above shall not apply to new utility poles and wires erected for purely temporary purposes such as providing temporary building construction power, emergency power, telephone service, or the furnishing of power to temporary outdoor activities. A permit for the temporary use shall be obtained from the ~~Public Works~~ Director. The length of the temporary use shall be specified in the permit and may not exceed six months. An additional six-month permit extension may be issued upon a finding of necessity by the ~~City Public Works~~ Development Services Director.

(Prior Code, Art. 19-4) (Res. R22-09-20, passed 9-8-2022; Ord. O22-09-05, passed 9-8-2022)

OFF-SITE CONSTRUCTION; PERMITS, PLANS, AND SPECIFICATIONS

§ 152.045 GENERAL PROVISIONS.

(A) The developer must obtain an encroachment permit in accordance with Chapter 151, prior to commencing any work in or on the city highway, street, public property, or right-of-way. In addition, plans and specifications for and construction of all off-site construction must be reviewed and approval obtained pursuant to this chapter.

(B) Approval of off-site construction plans and specifications is required by the ~~Public Works~~ Development Services Department prior to issuance of an encroachment permit for off-site construction.

(Prior Code, Art. 19-5)

§ 152.046 PLAN AND SPECIFICATION CONTENTS; PROCEDURE FOR APPROVAL.

(A) Plans and specifications shall be submitted indicating that off-site improvements are planned for the project in conformance with city code, standards, regulations, and requirements. These off-site improvement plans and specifications shall be submitted ~~in triplicate~~ with all other building plans and applications together with the plan review fee established by Council resolution. The developer must obtain written approval from the ~~Public Works~~ Director or his/her designee for all off-site improvement plans and specifications prior to issuance of a building permit, encroachment permit, or other permit necessary to commence work.

(B) The off-site construction plans and specifications shall be prepared and signed by a professional engineer who is qualified and registered by the State of Arizona to practice in the particular field of competency required by the type of improvements.

(C) Engineering plans and specifications shall be in conformance with accepted engineering practice and shall conform to the City Code, Maricopa Association of Governments (MAG) standards and details, City supplements to MAG requirements, the DDSM, and any other applicable regulations, and requirements, and be prepared to the satisfaction of the Public Works Director or his/her designee. Vertical and horizontal control surveys shall be tied and referenced to two existing city-approved benchmarks and two section corners or quarter corners. Incomplete or partial submittals will not be accepted.

(Prior Code, § 19-5-1)

§ 152.047 SUBSEQUENT PLAN REVIEW.

Plans submitted more than three times to gain acceptance shall not be further reviewed until an additional plan review fee of one-third the amount of the first plan review fee is paid to the city for each subsequent review.

(Prior Code, § 19-5-2)

§ 152.048 APPROVAL.

(A) Approval of off-site construction plans and specifications shall be valid as basis to issue construction permits for a period not to exceed one-year nine months after the date of approval. Approval of off-site plans and specifications shall continue to be valid provided construction has commenced and that no suspension or abandonment of the work has occurred. Plans for which construction is not started within one-year nine months shall be resubmitted and shall be deemed a new submittal and all fees and charges shall apply.

(B) Approval of plans and specifications by the Public Works Director or his/her designee does not relieve the design professional of responsibility for errors or omissions and for the correction of them and liability caused by their occurrence unless they were required to be added or omitted by the Public Works Director.

(Prior Code, § 19-5-3)

FEE FOR REVIEW OF OFF-SITE IMPROVEMENT PLANS AND SPECIFICATIONS.

§ 152.060 GENERAL PROVISIONS.

~~(A) Plan review fees in an amount established by Council resolution shall be paid at the time plans are submitted once the plans and specifications have been approved but before the permit has been released. Some plan reviews, however, may require a portion of the plan review fees to~~ The plan review process shall be deemed started at the time first submission of preliminary or final subdivision or site plans are accepted for

~~review by the Public Works Development Services Director or his or her designee, and the plan review fee shall be paid before any review action is undertaken.~~

~~—(B) Fees shall be based on acreage being developed, and acreage shall be computed and certified by the developer's engineer to include all lands being developed including adjacent rights-of-way improved and the computation shall be submitted together with the off-site improvement plans.~~

(Prior Code, Art. 19-6)

~~§ 152.061 PREVIOUSLY DEVELOPED LAND.~~

~~—Fees for lands previously developed or included in a previously approved development shall be computed based on the net acreage of the site (not including previously dedicated and improved rights-of-way and easements).~~

~~(Prior Code, § 19-6-1)~~

§ 152.062 DOUBLE FEE.

Failure to secure a permit for off-site construction prior to commencing work will result in a charge of double the amount of the regular permit fee.

(Prior Code, § 19-6-2)

§ 152.063 WAIVING OF FEE.

Fees associated with city projects may be waived by the ~~Public Works~~ Director if the project is required by the city and in the city's best interest. In certain demonstrated hardship cases fees may be waived at the discretion of the ~~Public Works Director.~~ Director.

(Prior Code, § 19-6-3)

INSPECTION AND TESTING OF OFF-SITE CONSTRUCTION

§ 152.075 GENERAL PROVISIONS.

During off-site construction the ~~city developer~~ shall provide construction review, including testing of materials, to assess conformity to current city standard specifications and drawings.

(A) Inspection of the work by the ~~Public Works Director Department or his or her designee~~ shall not be considered as direct control of the individual worker and the work. The direct control shall be solely the responsibility of the contractor.

(B) Any work done or materials used without inspection and testing or test results approved by an authorized representative of the city may be ordered removed and replaced. Failure to reject any defective work or materials shall not in any way prevent later rejection when the defect is discovered nor obligate the ~~Public Works Director Department~~ to final acceptance.

(C) The ~~Public Works Director Department~~, for the purpose of expediting and facilitating the progress of the work, shall not inspect all materials, and each part or detail of the work. The ~~Public Works Director Department~~ shall be furnished at any time with such information and assistance by the contractor as is required to make a complete and detailed inspection.

(D) No work will be accepted which is installed prior to dedication of rights-of-way unless approved by the Development Services Director in writing prior to construction.

(Prior Code, Art. 19-7)

§ 152.076 TIME LIMIT.

Completion of off-site construction within the public rights-of-way under permit shall be accomplished within ~~one year~~nine months after issuance of the permit unless otherwise specifically stated in the permit. The permit for the off-site construction shall continue to be valid provided construction has commenced and that no suspension or abandonment of the work has occurred. This period may also be extended if a hardship is acknowledged by the ~~Public Works Director Department~~ for economic reasons, strikes, unavailability of materials, unseasonable weather, or other good and sufficient cause. If an extension of time is not granted, the plans shall be resubmitted for review and a new permit covering the remaining work to be completed shall be required. Fees required under the review and new permit shall be charged according to the fee schedule in effect at the time the new review is requested or new permit is issued.

(Prior Code, § 19-7-1)

§ 152.077 FEES FOR INSPECTION ~~AND TESTING.~~

(A) Fees for inspection ~~and testing~~ shall be paid to the city at the time a permit is issued for construction work. The fee shall be ~~determined~~computed on the basis of costs per unit of the various construction items and shall be as outlined in the current fee schedule adopted by Council resolution. Quantity estimates of the various items involved shall be calculated and certified by either the engineer who prepared the plans and specifications for the improvements or the contractor that will perform the work and shall be submitted to the ~~Public Works Director~~ or his or her designee ~~on forms supplied by the city at the time application for a permit for the work is made~~during the plan review process.

(B) All testing, including Aany repetition of tests ~~or inspection~~ required because of inferior materials or workmanship, ~~as determined by the city-approved test,~~ shall be performed at the developer's expense ~~and shall be paid to the city by the developer when notified by the Public Works Director or his or her designee. This service does not relieve the contractor for the discovery of errors, and the correction of them, nor of the responsibility of properly performing the work.~~

(C) Any repetition of inspections required because of inferior materials or workmanship, shall be performed at the developer's expense and shall be paid to the city by the developer when notified by the Department. This service does not relieve the

contractor for the discovery of errors, and the correction of them, nor of the responsibility of properly performing the work.

(Prior Code, § 19-7-2)

~~§ 152.078 STREET CLEANUP FEE. ??~~

~~—A refundable street cleanup fee will be charged to the developer at the time of plan submittal review. The fee will be in an amount established by separate resolution. It shall be the developer's to ensure that city streets are maintained free of construction debris.~~

~~—(A) City Inspectors will provide the developer with written notice when violations are observed. The developer shall have four hours, from the time of written notice receipt, to remove the debris. Failure to respond shall result in the levying of an assessment against the fee in the amount of the city's cost for street cleanup, including an initial administrative charge as set by resolution.~~

~~—(B) Upon subdivision/site build-out and the filing of a notice of termination with the environmental protection agency, the cleanup fee will be refunded less any charges, including the administrative charge. If the fee was depleted and additional cleanup was required, the outstanding balance will be collected prior to final inspection.~~

(Prior Code, § 19-7-3)

APPROVAL, ACCEPTANCE, AND ASSURANCES OF CONSTRUCTION

§ 152.090 GENERAL PROVISIONS.

Upon completion of all improvements in accordance with the city standards, the City will prepare a punch list. Once all items on the punch list have been addressed and accepted by the Department, the ~~Public Works~~ Director or his ~~/or~~ her designee shall acknowledge in writing acceptance of the off-site improvements. Acceptance shall be conditioned upon a one-year warranty for workmanship, materials, and equipment by the developer. After the lapse of the one-year period dated from the letter of acceptance, the City will prepare a One Year Warranty punch list. Once all items on the One Year Warranty punch list have been addressed and accepted by the Department, the improvements shall be considered the maintenance responsibility of the city. ~~If, during the one-year period, the developer is required to replace or repair any improvements, the developer shall secure a new encroachment permit without payment of fee to cover the necessary work. Plans and specifications together with the plan review fee for the replacement or repair shall be submitted for review and approval unless waived by the Public Works Director or his or her designee.~~

(Prior Code, Art. 19-8)

§ 152.091 PARTIAL ACCEPTANCE.

If, at any time during the prosecution of the project, the contractor substantially completes a unit or portion of the project, such as a structure, utility service, or a section of the road pavement, the developer may request the ~~Public Works Director or his or~~

~~her designee~~ Department to make a final inspection of that work. If the ~~Public Works Director or his or her designee~~ Department finds, upon inspection, that the work has been satisfactorily completed in compliance with plans and specifications, he or she may conditionally accept the work as being completed. Acceptance in such cases is conditional upon the remaining work being completed without damage and including any final grading adjustments or other minor work. The partial acceptance shall in no way void or alter any plans and specifications. The Department reserves the right to reject any request for a partial acceptance.

(Prior Code, § 19-8-1)

§ 152.092 FINAL ACCEPTANCE.

(A) Upon due notice from the contractor of presumptive completion of the entire project, the ~~Public Works~~ Director or his/~~or~~ her designee will make an inspection. If all construction provided for and contemplated by the plans and specifications is found completed to the satisfaction of the ~~Public Works~~ Director or his/~~or~~ her designee, that inspection shall constitute the final inspection and the ~~Public Works~~ Director or his/~~or~~ her designee will make the final acceptance. The contractor will be notified in writing of this acceptance as of the day of the final inspection.

(B) If, however, the inspection disclosed any work, in whole or in part, as being unsatisfactory, the ~~Public Works~~ Director or his/~~or~~ her designee will give the contractor the necessary instructions for correction of same, and the contractor shall immediately comply with and execute the instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In that event, the ~~Public Works~~ Director or his/~~or~~ her designee will make the final acceptance and notify the contractor in writing of the final acceptance as of the date of the last and final inspection.

(Prior Code, § 19-8-2)

PERFORMANCE BOND OR CASH DEPOSIT; OFF-SITE IMPROVEMENTS

§ 152.105 GENERAL PROVISIONS.

(A) The ~~Community~~ Development ~~Services~~ Department, ~~B~~building ~~inspection~~ ~~Safety~~ ~~D~~ivision, shall deny final approval and certificate of occupancy of any building until the required off-site improvements are completed and have been inspected and approved by the ~~Public Works~~ Director or his/her designee, unless (a) the performance of the off-site improvements is guaranteed by a cash deposit, performance bond or other security acceptable to, approved by the City Attorney in an amount equal to 125 percent of the estimated construction cost and the Public Works Director, or a cash deposit is made with the city in an amount fixed by the city and (b) the Director agrees to the certificate of occupancy. Under such circumstances, the ~~Public Works~~ Director will grant a conditional acceptance. Warranty period will not begin until the date of final (unconditional) acceptance.

(B) The city may require an occupancy clearance agreement to document the requirements of this section. Model homes may be occupied for sales purposes only subject to the occupancy clearance agreement and satisfactory off-site improvements to service the models as approved by the city.

(C) The Engineering Division will provide the developer a stipulation letter or similar document that memorializes the requirements to finalize the project.

(Prior Code, Art. 19-9)

§ 152.106 TIME TO COMPLETE WORK.

The developer shall complete work required in the approved off-site improvement plans within 30 calendar days after issuance of the conditional acceptance by the ~~Public Works~~ Director or as determined by the Department.

(Prior Code, § 19-9-1)

§ 152.107 BOND RETURN.

(A) The performance bond or cash deposit or a portion thereof shall be retained by the city to provide completion of the work should the developer fail or refuse to do so as in § ~~152.091~~ 152.106.

(B) The performance bond or cash deposit or unused portion thereof shall be returned to the depositor upon the approval of the ~~Public Works~~ Director after completion and acceptance of the off-site improvements. Acceptance in such cases is conditional upon the remaining work being completed without damage to the off-site improvement so accepted and including any final grade adjustments or other minor work.

(Prior Code, § 19-9-2)

VALIDITY OF PERMIT

§ 152.120 GENERAL PROVISIONS.

(A) The issuance or granting of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

(B) The issuance of a permit based upon plans and specifications shall not prevent the ~~Public Works~~ Director from requiring correction of errors in the plans and specifications or from preventing construction operations from being carried on there under when in violation of this code or of any other ordinance of the city.

(Prior Code, Art. 19-10)

DEFERRAL OF OFF-SITE IMPROVEMENTS

§ 152.135 GENERAL PROVISIONS.

The ~~Public Works~~ Director may direct that construction of off-site improvements, or portions thereof, be deferred when the improvements are impractical or premature because of traffic conditions, unavailability of necessary right-of-way, the potential for creation of scalloped streets, or other conditions detrimental to orderly development, and/or because of the known and acknowledged formation or pending formation of an improvement district. Engineering plans for all off-site improvements shall be prepared, submitted, and approved in accordance with § ~~152.030~~152.046, at the same time the onsite plans are going through the permitting process, whether or not construction is deferred. ~~at the same time the onsite plans are going through the permitting process~~. Common infrastructure plans will not be required unless determined by the ~~Public Works~~ Director to have a direct impact on the abutting off-sites, such as a bridge or railroad crossing on or adjacent to the parcel to be developed. Plans will include an analysis of drainage and establishment of grades on both sides of the roadway for a minimum of one-fourth mile beyond the project limits in each direction unless waived or reduced by the ~~Public Works~~ Director. The developer of the property for which a deferral has been issued shall enter into a development agreement with the city which shall be recorded to run with the land, and shall post an assurance as set forth below to guarantee the required improvements will be constructed when directed by the ~~Public Works~~ Director. The agreement must be approved by City Council.

(Prior Code, Art. 19-11)

§ 152.136 NOTICE TO PROCEED.

The ~~Public Works~~ Director will give written notice to proceed with the construction of the improvements previously deferred when necessitated by road condition, current or projected traffic, adjacent construction, or other conditions which require additional access. The developer shall start construction of the improvements within 90 calendar days from the date of the notice and shall conclude the construction within a reasonable time, but in no event longer than 180 days from the beginning of construction, in accordance with plans approved by the city unless different time frames were outlined in a separate agreement. If the developer fails to construct any of the off-site improvements when directed, or fails to timely complete construction of the off-site improvements, the city may construct the improvements, or may complete construction of the improvements, and obtain payment therefore from the surety issuing the assurance. The developer's obligation will be satisfied when all required improvements have been constructed by the developer or another party, or when all required improvements have been constructed by an improvement district formed at the discretion of the city and accepted.

(Prior Code, § 19-11-1)

§ 152.137 PERFORMANCE BOND.

The ~~Public Works~~ Director shall require the posting of performance bonds, letters of credit, assurances, or such other security as may be appropriate and necessary to assure the installation of all off-site improvements whenever a deferral of construction has been issued or project phasing will permit occupancy of any structure prior to final acceptance of all improvements. The security shall remain in full force and effect until

such time as all required off-site improvements are constructed and accepted. In the case of projects which are divided into a number of large parcels subject to additional subdivision at a later time, only the major infrastructure necessary to serve all parcels and adjacent land shall be subject to these requirements. The form of the assurance must be acceptable to the City Attorney and will be in an amount fixed by the ~~Public Works~~ Director, but in not less than 125 percent of the estimated cost to complete the improvements. Receipt of an acceptable assurance will be required at the time of approval of improvement plans.

(Prior Code, § 19-11-2)

§ 152.138 PARTIAL CONSTRUCTION.

When it is impractical for the city to accept a financial assurance because the schedule for city improvements is undetermined or unreasonably far into the future, or if for any other reason the improvements are constructed by the developer, the ~~Public Works~~ Director will order the construction of one or both sides of sufficient roadway necessary to ensure an orderly traffic flow. The cost of construction of improvements beyond the center of abutting streets or beyond the property limits (other than tapers and other transitional items) shall be applied toward the amount of the developer's total obligation set forth in the benefit study, or the developer may enter into a reimbursement agreement with the city to recover costs from other developers as prescribed in § 152.142 below.

(Prior Code, § 19-11-3)

§ 152.139 BENEFIT STUDY.

The benefit study shall be utilized as the basis of determining a developer's full off-site improvement obligation. Use of the benefit study is required to ensure that the costs of the common infrastructure are equitably borne by all property owners in the subject study area. The amount and the purpose of the obligation for each property owner shall be stated in the benefit study subject to adjustment for inflation based on the ~~ENR Construction Cost Index published by McGraw-Hill, Inc.~~ CPI Inflation Calculator prepared by the U.S. Bureau of Labor Statistics (https://www.bls.gov/data/inflation_calculator.htm) and actual construction costs.

When development occurs in areas which have not been included in benefit studies, the obligations will be estimated by the ~~Public Works~~ Director or, at the developer's option, may be determined by a developer-funded benefit study. The Director's cost estimate or the developer's benefit study must be in place and accepted by both the city and the developer prior to any off-site improvements being constructed.

(Prior Code, § 19-11-4)

§ 152.140 CREDIT.

(A) When improvements are developer-constructed, the developer will be credited for the improvements he or she constructs against the developer's obligation set forth in the benefit study. Improvements for which credit is applied must be those set forth in the benefit study, but need not be those specific obligations set forth for any particular

property. Where possible, the credit will be established with physical quantities such as lineal feet of curb and gutter, square feet of asphalt and the like. Where physical quantities cannot be established, such as portions of railroad crossings, portions of canal improvements and the like, the obligation to be met shall be the estimated current value for the item as set forth in the benefit study.

(B) The benefit study analysis and determination of credit for work performed will be accomplished by the city's benefit study consultant at developer expense. If the improvements to be installed by the developer do not satisfy the full obligation of the property as set forth in the benefit study, the developer may:

(1) Install additional improvements, credited at values established by the benefit study as opposed to actual costs, up to the value of the developer's full obligation;

(2) Pay the cash differential which will be held in a trust account for use only for the designated improvements; or

(3) Provide an appropriate security, approved by the City Attorney, to guarantee construction of the remainder of the developer's obligation when determined necessary by the ~~Public Works~~ Director as set forth in division (B)(2) above.

(C) Any benefit study, estimate from the City, or reimbursement agreement etc. must be in place and accepted by both the City and the developer prior to any off-site improvements being constructed. Any off-site improvements completed prior to a benefit study or other agreement will not be eligible for a credit for work.

(Prior Code, § 19-11-5)

§ 152.141 CITY PARTICIPATION.

When development occurs prior to initiation of city improvements, the city will not be obligated to participate in the developer's off-site construction costs; however, when funds budgeted for city participation in the developer's off-site improvements are available, the City Council may authorize the use of the funds to defray the developer's common infrastructure costs. The amount of the defrayal shall not exceed the amount of city participation set forth in the benefit study for the developer's property.

(Prior Code, § 19-11-6)

§ 152.142 REIMBURSEMENT AGREEMENT.

When the value of improvements constructed exceeds the developer's obligation as determined by the benefit study, or the improvements are in excess of those normal and customary improvements necessary to develop and support the project for which they are being constructed, the developer may be entitled to enter into a reimbursement agreement with the city to provide for recovery of costs from others who develop later on land benefited adjacent to the streets constructed by the improvements constructed by the developer. ~~In those cases where existing development will preclude property owner reimbursement, the City Council may authorize reimbursement from city funds subject to availability of funds.~~ The ~~Public Works~~ Director shall determine the amount of

improvements eligible for reimbursement, and the determination shall be made a part of the agreement. Reimbursement shall be made on the basis of the benefit study.

~~Procedures for establishing agreements and collection and payment of buy-ins shall be as set forth in § 152.217(C)152.048.~~

- (A) The reimbursement agreement shall designate the parcels, the benefited parties, the reimbursement amount and the reimbursement share. The agreement shall include a diagram of the benefited parties' parcels and the method for calculating reimbursement shares. In the event bonds of the city, including improvement district or assessment bonds, have been issued to finance the construction of the public improvements and related facilities that benefit property per a benefit study, the city shall receive all reimbursement amounts and apply such amounts to the debt service funds of the applicable bond issue.
- (B) All reimbursement agreements must be requested by the developer and shall run for a period not to exceed 15 years from completion of the improvements on behalf of a benefited property, or when the reimbursement amount has been repaid, whichever is earlier.
- (C) The developer shall administer the reimbursement agreement and collect the reimbursement amount from the benefited parties. Developer shall also promptly notify the city, in writing, each time a benefited party pays its reimbursement share.
- (D) Prior to allowing a benefited party to connect to or to use a public improvement, or at an earlier time as identified in the reimbursement agreement (e.g., prior to approving a final plat), city shall verify that the benefited party has paid its reimbursement share to the developer.
- (E) When an improvement identified in a benefit study is constructed by the city or its contractors, the city may require the benefitted parcels to reimburse the city prior to the approval of a final plat.

§ 152.143 REIMBURSEMENT PROCEDURE

- (A) The benefit study -along with a map establishing the boundaries of the benefited parties' parcels and indicating each benefited party's reimbursement share of the improvement shall be prepared by the ~~city engineer~~Director or his/her designee and filed in the office of the city clerk. The map for the improvement shall contain:
 - (1) A description of the special public improvement;
 - (2) A general description of the estimated total cost and cost per frontage foot or cost per acre of the proposed special public improvement;
 - (3) A description of the special public improvement project area and a map and list of the benefited parcels and lots;
 - (4) A determination of that portion of the costs of the improvement that shall be allocated to the general public benefit, if any;
 - (5) A preliminary estimate of the portion of the improvement which will be financed with general obligation bonds, development fees, special assessments or improvement district assessments and the portion which will be financed with repayments for special public improvements.

(B) The benefited parties shall receive notice in writing of the proposed charges for improvements as well as notice of the date of the Council Meeting at which the reimbursement agreement will be considered by City Council.

(C) The map of benefited parcels and improvements (inclusive of parcel numbers) shall be recorded with the Maricopa County Recorder.

(Prior Code, § 19-11-7)

STREET FINANCING POLICY

§ 152.155 GENERAL PROVISIONS.

The cost of all improvements of streets located on or adjacent to new subdivision areas to be developed or redeveloped shall be the full responsibility of the developer, except that when improvements are constructed under improvement district financing.

(Prior Code, Art. 19-12)

§ 152.156 STREET IMPROVEMENT COSTS.

The cost of street improvements adjacent to already developed areas and within or adjacent to new subdivisions or developing areas, whether platted or unplatted, shall be as set forth below.

(Prior Code, § 19-12-1)

§ 152.157 LOCAL.

In accordance with A.R.S. § 9-243, the city may require an abutting property owner to construct an adjacent sidewalk and/or local street, as classified by the City, and assess the cost thereof against the abutting owners property. ~~of improvements to local and minor collector streets, as classified by the City, shall be the responsibility of the abutting property owners.~~

(Prior Code, § 19-12-2)

§ 152.158 COLLECTORS AND ARTERIALS.

The cost of improvements to ~~major~~ collector and ~~minor and major~~ arterial streets, as classified by the City, shall be as follows.

(A) Where street improvements have not been previously constructed in accordance with city standards, the abutting property owners shall be responsible for costs of all improvements to city standards to the street centerline adjacent to the property, including but not limited to curbs, gutters, sidewalks, asphaltic pavement, tree removals, ditch removals, scuppers and retention basins, irrigation piping, and structures. Where applicable, the property owner shall share with other property owners the cost of streetlights, traffic-control devices, striping, landscaping, intersection construction, temporary pavement, pavement transitions, and miscellaneous removals.

(1) Where medians are required, the owner of the property first developing shall install the full median, including curbing, street lighting, and landscaping. The developer required to install a full median may request the city to enter into an agreement providing for reimbursement of that portion of the costs which would have been the responsibility of subsequent developers. Reimbursement shall be made ~~on the basis of front footage as determined by the Public Works Director at the rate of half the front foot current cost in the same procedure as outlined in Section 152.158(A)(2)~~ less the reimbursement transaction fee established by Council resolution which shall be retained by the city to cover administrative costs.

(2) Reimbursement shall be made by the city upon receipt of payment from the adjacent or abutting property owners. The agreements shall be requested of the city by the developer within one year from the date of acceptance of the improvements and shall run for a period not to exceed 15 years. ~~from the date of execution by the Public Works Director, who is hereby authorized to execute the agreements in accordance with the provisions of this section.~~ The agreements shall automatically terminate at the end of the 15-year period. The reimbursed fees will be based on the actual amount the first developer spent on the improvements which must be submitted to and accepted by the City prior to the agreement. The Public Works Director shall establish in July, on an annual basis, the current cost of construction medians, streetlight, and landscaping installations to be used in determining reimbursement charges. Such current ~~The reimbursed costs shall may~~ include engineering, construction, and inspection costs. Inflation will not be included in the reimbursed amount. Notice shall be given to the benefited abutting property owners pursuant to § 152.143(B).

(3) Buy-ins for medians shall be collected by the city only when a valid reimbursement agreement is in force. They shall be paid ~~at the time of plan or plat approval prior to the release of the certificate of occupancy or, if no building is proposed as part of the project, prior to the release of the Engineering permit.~~

~~—(B) Where the abutting property is an owner-occupied single-family residential use, the costs for the improvement shall be calculated on the basis of local street standards for that portion of the property frontage reasonably related to the single-family residential use, and the difference in cost assumed as a responsibility of the city. The abutting property owners shall be responsible for the cost of the 19 feet of pavement nearest the right-of-way property line based upon local street standards together with the necessary curbs, gutters, four-foot-wide sidewalks, and other miscellaneous work required to construct the street improvement.~~

~~(B)~~ (C) Where the street improvements have been constructed in accordance with city standards in effect at the time of the construction, the street reconstruction shall be at no cost to the property owner if the construction or reconstruction is initiated by the city or persons other than the property owner.

(C) Where the street improvements do not meet the current City standards, the property owner is responsible to make the necessary upgrades to meet the current standards if the construction or reconstruction is initiated by the property owner.

(D) If the construction or reconstruction is undertaken by the abutting property owner as an improvement to his or her property, the costs shall be borne by the property owner in accordance with this subchapter.

(E) If the construction or reconstruction is initiated by a third party as part of an improvement to an adjacent or nearby property, the cost of construction or reconstruction shall be borne by the third party unless the property owner agrees to assume a share of the improvement costs.

(Prior Code, § 19-12-3)

SCALLOPED STREET ASSESSMENTS

§ 152.170 RESOLUTION OF INTENTION TO ORDER IMPROVEMENTS.

(A) Upon the determination of the ~~City Engineer~~ Director that the public health, safety, welfare, and convenience requires the construction of streets prior to the development of the adjacent property, a resolution of intention to order the improvement shall be submitted to the City Council for approval as set forth below.

(B) Each property owner that may be subject to any assessments under this subchapter shall receive written notice of the City Council consideration of the resolution of intention described above at least ten calendar days prior to the date of the hearing. An affidavit of mailing of such notice shall be filed in the office of the City Clerk.

(C) If the City Council receives any written objections, prior to acting on the resolution of intention to order improvements, the City Council shall hold a public hearing. The public hearing shall be for the purpose of receiving comment on whether the proposed improvements are required for the public health, safety, welfare, and convenience.

(D) After the public hearing is concluded, the City Council shall determine whether the public health, safety, welfare, and convenience require the street improvements. If the City Council so determines, then the City Council shall adopt the resolution of intention to order the improvement. The determination shall include that the street improvements shall be constructed or improved at city expense. The expense shall be assessed against each property owner in accordance with the provisions of this subchapter.

(E) The resolution of intention to order the improvement shall contain:

- (1) A description of the street, road or highway to be improved;
- (2) A general description of the proposed improvements, including the estimated total cost and cost per linear foot; and
- (3) The estimated cost of assessment for each affected parcel of property.

(F) The City Council's decision on necessity for street improvements and construction shall be final and conclusive, and such decision shall result in the assessment of property under this subchapter, subject to appeal as set forth below.

(Prior Code, § 19-13.1-1) (Ord. 008-07-13, passed 7-10-2008)

§ 152.171 NOTICE OF ASSESSMENTS.

(A) Not more than 20 calendar days after the City Council adopts the resolution of intention to order improvements, the City EngineerDirector or designee shall serve a written notice of assessments, by any means permissible under the Arizona Rules of Civil Procedure, upon each owner of real property adjacent to the improvement and subject to assessment.

(B) The notice of assessments shall contain:

- (1) The name, address and tax parcel number of the property owner served;
- (2) The total assessment against the property for the proposed improvement;

(C) The notice of assessments shall advise the property owners of their right to submit written objections to the amount of assessment to the city or to appear in person at a public hearing to object to the amount of assessment. Objections shall be filed within 15 calendar days after receipt of the notice of assessments. Upon receipt of an objection, a public hearing shall be scheduled before the City Council on the objections and confirming of assessments. The public hearing shall be at least 30 days after notice was served upon each property owner.

(Prior Code, § 19-13.1-2) (Ord. 008-07-13, passed 7-10-2008)

§ 152.172 ADOPTION AND IMPOSITION OF ASSESSMENTS.

(A) The City Council shall hold a public hearing on all objections to the assessments.

(B) At the public hearing, or at any time thereafter to which the hearing may be continued, the City Council shall hear and rule upon all objections. The decision of the City Council shall be final and conclusive as to all errors, informalities and irregularities which the City Council might have remedied or avoided at any time during the progress of the proceedings. If the City Council determines that the objections should be granted, the City EngineerDirector shall reissue the notice of assessment. If the City Council determines that the objections shall be overruled, the City Council shall adopt an order and resolution overruling all objections and confirming the assessments established by the City EngineerDirector.

(C) The order and resolution confirming the assessments and describing the property against which the assessments are imposed shall be recorded in the office of the Maricopa County Recorder, together with a specific written notice of the assessment containing:

- (1) The amount of the assessment;
- (2) The legal description of and the tax parcel number of the subject property;
- (3) The name of the property owner; and
- (4) The conditions that require payment of the assessment.

(D) Upon recording of the order and resolution and notice of assessment, the amount so assessed shall be a lien upon the property assessed until the earlier to occur of:

(1) The date such assessments are paid; or

(2) The date that is ten years after the date of such assessments, and such recording shall be notice to all persons interested in the contents of the record.

(E) Assessments levied against property containing multiple leaseholds may be subdivided by the ~~City Engineer~~Director to apply against each leasehold based on the amount of the leasehold interest compared to the total interest.

(Prior Code, § 19-13.1-3) (Ord. 008-07-13, passed 7-10-2008)

§ 152.173 RIGHT-OF-WAY.

When sufficient right-of-way is not available to perform the improvements ordered pursuant to this subchapter, the City Manager is hereby authorized to obtain the right-of-way upon terms just to the city. If the right-of-way is not dedicated in time before construction commences, the cost to the city to acquire the right-of-way shall be considered an expense attributable to the completion of the improvements.

(Prior Code, § 19-13.1-4) (Ord. 008-07-13, passed 7-10-2008)

§ 152.174 LIMITATIONS ON ASSESSMENTS.

(A) The assessment of property, if adjacent arterial streets are involved, shall not exceed the cost of improving more than one-half of the width and more than 1,000 lineal feet of such adjacent arterial street, except that if any parcel of land is presently being used for single-family residential use and the width of such residential use does not exceed 200 lineal feet, such property shall not be assessed greater than one-half the cost of the average residential property within the city.

(B) The assessment of property shall not exceed the actual expense incurred by the city at the time of construction.

(C) Any assessment under this chapter shall abate if the property has not been developed within ten years of the assessment.

(Prior Code, § 19-13.1-5) (Ord. 008-07-13, passed 7-10-2008)

§ 152.175 COLLECTION; PAYMENT AND SATISFACTION.

(A) The City Manager or designee shall collect any unpaid assessments:

(1) Prior to issuing a building permit for development of any assessed property; and

(2) Prior to permitting access to the street from the assessed property.

(B) The City Manager or designee shall collect any unpaid assessments prior to the City Council or Planning and Zoning Commission approving any request for rezoning or site plan for development of any assessed property.

(C) Assessments levied under this chapter against real property having multiple leasehold interests may be payable in part by each leasehold interest at the time of application for a building permit, conditional permit or special use permit.

(D) The City Manager or designee shall collect any unpaid assessment prior to the City Council's approval of any final subdivision plat which plat will result in a subdivision of property assessed under this subchapter.

(E) The City Manager or designee shall collect any unpaid assessment prior to issuance of any grading permit required for any assessed property.

(F) Upon payment of the assessment in full or in part, a full or partial satisfaction evidencing payment shall be recorded in the office of the Maricopa County Recorder.

(Prior Code, § 19-13.1-6) (Ord. 008-07-13, passed 7-10-2008)

§ 152.176 APPEALS; SEVERABILITY.

The determination of necessity by the City Council resulting in the levying of assessments upon any property under this subchapter may be appealed by the aggrieved party to the Superior Court of Arizona, Maricopa County. In the event any part or portion of this subchapter is declared unenforceable by any court of competent jurisdiction, all other portions of this subchapter not declared unenforceable shall be deemed separate and apart and shall continue to be in full force and effect.

(Prior Code, § 19-13.1-7) (Ord. 008-07-13, passed 7-10-2008)

ACCELERATED PUBLIC IMPROVEMENTS

§ 152.190 POLICY.

The purpose of this subchapter shall be to provide a mechanism by which the city or developers may be repaid the reimbursement amount of the cost of accelerated public improvements by each benefitted party who has received a special benefit from the accelerated public improvements, but who has not contributed a pro rata share of the cost of constructing the accelerated public benefit. An "accelerated public improvement" refers to any publicly dedicated right-of-way, any street, drainage, water or sewer improvements or facilities, asphaltic and concrete paving, curb, gutter and sidewalks, street lights, traffic signals and public landscaping or any other improvements completed prior to development on the property adjacent to the improvement.

(Prior Code, § 19-13.2-1) (Ord. 008-07-13, passed 7-10-2008)

§ 152.191 CONSTRUCTION OF ACCELERATED PUBLIC IMPROVEMENTS.

Prior to a permit being issued for construction of accelerated public improvements for which repayment of reimbursement amount is being requested, the following requirements shall be met:

(A) A diagram describing all property ~~iesy~~ which will be benefitted by any accelerated public improvements to be installed shall be provided to the ~~City Engineer~~ Director or designee.

(B) The field engineering plans and specifications required for the accelerated public improvement may be prepared by the owner or the city. If prepared by the owner they must be approved by the ~~City Engineer~~Director or designee prior to construction. The engineering costs for preparation of plans and staking of the accelerated public improvements only, which are incurred by the person, may be included as determined by the ~~City Engineer~~Director or designee in the agreed construction costs as provided in this section.

(C) For any accelerated public improvements that are constructed, the owner shall furnish and install to city specifications all facilities within the boundary of the designated area of the development.

(D) Detailed plans and specifications for accelerated public improvements that are extensions to existing public facilities must be approved by the ~~City Engineer~~Director prior to construction. The costs for the preparation of plans and specifications, diagrams and other information required by the owner to comply with §§ 152.190 through 152.195 shall be assumed by the property owner.

(E) The project shall be bid in accordance with the provisions pertaining to public works projects contained in A.R.S. Title 34. The city shall open the bids on a pre-determined date agreeable to the property owner and the city. The city and the property owner reserve the right to reject any or all bids. The construction costs shall be determined prior to the commencement of construction and shall be approved by the city. In the event that the agreed upon construction costs increase, the repayment agreement may be amended upon approval of the additional construction costs by the city.

(F) The city will perform the inspection during construction and shall charge the owner for the inspection of the accelerated public improvements. The costs of such inspections may be included in any repayment agreement.

(G) The ownership of all accelerated public improvements upon inspection and acceptance as meeting city standards shall be vested in the city.

(Prior Code, § 19-13.2-2) (Ord. 008-07-13, passed 7-10-2008)

§ 152.192 AUTHORIZATION OF REPAYMENT AGREEMENTS.

(A) Upon development of any property within or outside of the city limits for which an accelerated public improvements project will be constructed, the developer or owner paying the cost of the accelerated public improvements may request that the City Manager or designee, on behalf of the city, enter into a reimbursement agreement to collect reimbursement amounts from the developers and owners of parcels specially benefitted by the project located within or outside the city.

(B) The City Manager shall be authorized to enter into repayment agreements under this subchapter without further authorization from the City Council. The agreements shall be recorded in the office of the Maricopa County Recorder.

(C) Any improvements constructed pursuant to §§ [152.170](#) through [152.176](#) of this chapter shall not be subject to repayment agreements under this chapter in addition to assessments levied pursuant to §§ [152.170](#) through [152.176](#).

(Prior Code, § 19-13.2-3) (Ord. 008-07-13, passed 7-10-2008)

§ 152.193 REPAYMENT AGREEMENTS; TERMS; COLLECTIONS; AND COSTS.

(A) The repayment agreement shall designate the parcels and persons who are entitled to reimbursement amounts and shall include a diagram of the properties and respective amounts from which reimbursement amounts may be collected.

(B) The repayment agreement shall set forth the total of the reimbursement amount to be paid to the city, which agrees to repay the reimbursement amounts to the property owner when the amounts are paid to the city. The total of the reimbursement amounts shall not exceed that portion of the agreed construction costs of the accelerated public improvement allotted to property other than that held by the property owner receiving the reimbursements. The repayment agreement shall terminate in ten years or when the total amount provided for by this chapter is repaid, whichever is earlier. The city will not be liable to the property owner for any amounts not collected by the city prior to termination of the repayment agreement.

(C) The approved construction costs as described above will be used for calculation of all reimbursement amounts.

(D) In consideration for their entry into a repayment agreement with the city, the property owner shall have the right to connect into the accelerated public improvement.

(E) The field engineering plans and specifications required for an accelerated public improvement shall be prepared by the developer and approved by the city prior to construction. The engineering costs for preparation of plans and staking of the accelerated public improvements on the property which are incurred by the property owner may be included as determined by the city in the agreed construction costs as provided in this section. The city will perform the inspections during construction.

(F) The city shall have sole and exclusive control of connections to the accelerated public improvement. Connections to the accelerated public improvement may only be made upon issuance of a written permit from the city. It shall be unlawful to make a connection to an accelerated public improvement without a permit. The unlawful connections may be removed by the city and the costs of removal assessed to the party making the connection.

(G) Prior to the inspection and acceptance of the accelerated public improvement by the city, all reimbursement amounts due by an owner for repayment of the benefit which their property received from the accelerated public improvement shall be paid to the city.

(H) An annual charge will be assessed by the city for the administration of each repayment agreement. The annual charge shall be calculated based on actual cost incurred by the city for the administration of the agreement; however, the annual charge shall not be less than \$500 per year.

(I) Any property owner may assign the benefits arising out of any reimbursement agreement with the city. The assignments shall not relieve the property owner from its duties and obligations under the agreement. The assignment shall require prior, written approval of the city, which may be withheld for any reason.

(Prior Code, § 19-13.2-4) (Ord. 008-07-13, passed 7-10-2008)

§ 152.194 REIMBURSEMENT AMOUNTS PAYABLE TO CITY.

(A) When an accelerated public improvement is constructed by the city or its contractors to provide service or benefit to a parcel of a property owner, which owner or their predecessors in interest did not pay for any of the costs of the accelerated public improvement, the city may impose and collect a reimbursement amount. The reimbursement amount shall be based on the benefitted parcel's share of the special benefit received as compared to the total cost of the accelerated public improvement. The reimbursement amount shall be paid to the city prior to the issuance of a building permit or the issuance of an encroachment permit to access city right-of-way for the purpose of connecting to the accelerated public improvement.

(B) It shall be unlawful for any person to extend service from an accelerated public improvement to property for which a reimbursement amount has been imposed without first paying the reimbursement amount and obtaining a permit issued by the City Engineer or designee.

(C) The repayment obligation under this section shall terminate in ten years or when the total amount provided for by this subchapter is repaid, whichever is sooner.

(Prior Code, § 19-13.2-5) (Ord. 008-07-13, passed 7-10-2008)

§ 152.195 NOTICE OF INTENTION TO APPROVE ACCELERATED PUBLIC IMPROVEMENTS.

(A) Upon the determination of the ~~City Engineer~~Director or designee that the public health, safety, welfare, and convenience requires the construction of accelerated public improvements prior to the development of the adjacent property, but for which the adjacent property will be specially benefitted, a map establishing the boundaries of the zone and indicating the amount of charges for accelerated public improvements on each parcel shall be prepared by the ~~City Engineer~~Director and filed in the office of the City Clerk. The map for the accelerated public improvement shall contain:

- (1) A description of the accelerated public improvement;
- (2) A general description of the estimated total cost and cost per frontage foot or cost per acre of the proposed accelerated public improvement;
- (3) A description of the accelerated public improvement project area and a map and list of all property owners who will be receiving a special benefit from the construction of the accelerated public improvement;

(B) Those property owners within the area subject to repayment for accelerated public improvements shall receive notice in writing of the proposed charges for accelerated public improvements by personal delivery or by certified U.S. Mail.

(C) Upon completion of any accelerated public improvements as permitted in this subchapter, the city may record with the Maricopa County Recorder's Office a notice of the reimbursement amount owed by a benefitted party together with a notice of the provisions of this subchapter relating to repayment of the reimbursement amount prior to any development on the property owned by the benefitted party.

(Prior Code, § 19-13.2-6) (Ord. 008-07-13, passed 7-10-2008)

PRIVATE STREETS

§ 152.205 GENERAL PROVISIONS.

Private streets are subject to all requirements of public streets except for street and right-of-way width. They shall be reviewed, approved, inspected, and tested in the same manner as public streets and shall include drainage facilities, curbs, sidewalks, and streetlights built to city standards. The minimum allowable width of the private streets will be determined by the Public Works Development Services Director based on a variety of factors, including but not limited to, projected traffic volume and availability of off-street parking.

(Prior Code, Art. 19-14)

§ 152.206 PERMITS AND INSPECTION.

(A) Any person constructing or installing private streets or any other privately-owned off-site improvement must comply with all of the requirements of this chapter including but not limited to complete inspection and testing for private streets for-including paving, curb, gutter, sidewalks and drainage facilities. Parking lots and their associated access ways shall receive limited inspection to ensure plan requirements for drainage and thickness of asphalt and base course have been satisfied. ~~Plan review fees and inspection fees for limited inspection will be issued at 25% of the normal paving fee. Other construction such as sidewalks, streetlights, and signs will not require plan review but will be visually checked by the off-site inspector for minimum requirements of approved plans; and these requirements must be satisfied prior to project acceptance. The distinction between private streets and parking lot access ways will be determined by the Public Works Director.~~

(B) Street name signs and traffic-control devices shall be furnished and installed by the developer in accordance with approved plans prior to project acceptance.

(Prior Code, § 19-14-1)

TRAFFIC SIGNALS AND STREETLIGHTS

~~§ 152.215 TRAFFIC SIGNAL SYSTEM DEVELOPMENT FEE.~~

~~—In accordance with apportioned cost of future traffic signal installations to new development, there is hereby established a traffic signal system development fee.~~

~~(Prior Code, § 19-15-1)~~

~~§ 152.216 FEES.~~

Type of Development Traffic Signal System Development	Fee (\$)
Single family, per unit	\$15
Multi-family, per unit	\$9
Commercial, per 1,000 square feet	\$87
Office, per 1,000 square feet	\$21
Industrial, per 1,000 square feet	\$12

~~—(A) The traffic signal system development fee shall be paid prior to issuance of a building permit.~~

~~—(B) Developers of property which has been assessed for traffic signal installation through the improvement district process shall be exempt from the traffic signal system development fee. Payment by a developer of a traffic signal system development fee may be credited against subsequent improvement district assessments for traffic signals on the properties for which payment of the traffic signal fee was made should initial installation of a signal be made by the improvement district process.~~

~~—(C) Monies received from the traffic signal system development fee shall be deposited in a special account to offset costs to the city for capital expansion and enlargement of the city traffic signal system and/or retirement of debt service, both principal and interest, associated with providing necessary traffic control services.~~

~~(Prior Code, § 19-15-2)~~

§ 152.217 TRAFFIC SIGNAL AND STREETLIGHT REIMBURSEMENT AGREEMENTS.

(A) When a developer is required to install a traffic signal as part of the development plan, the developer shall be entitled to enter into a reimbursement agreement with the city to provide for recovery of costs from owners of other corners of the intersection which are undeveloped at the time the plans are approved. The reimbursement costs shall be computed by the **Public Works** Director based on actual construction cost of the signal plus engineering and construction inspection costs. The determination shall be made a part of the reimbursement agreement. The total of the reimbursement to the developer shall not exceed the total costs as determined by the **Public Works** Director less the proportion of the costs applicable to the developer's project. The developer shall furnish the **Public Works** Director a certified copy of the actual costs when he or she requests the reimbursement agreement. No reimbursement shall be received from others on corners already developed ~~or No reimbursement shall be received from others on corners~~ with valid engineering plans approved for development ~~unless the city required a contribution towards the traffic signal during the plan review/permitting process~~. The **Public Works** Director shall determine the applicability and the amount of buy-ins due when development occurs on the other corners of the intersection. As a

general rule, one-fourth of the total cost will be assessed to each corner. Exceptions may apply when the size of a parcel or the amount of traffic generated warrants a different assessment.

(B) When streetlights are installed by a developer on local or collector streets, he or she shall be entitled to enter into a reimbursement agreement with the city to provide for recovery of cost from others who develop later on land adjacent to the streetlights installed by the developer. The ~~Public Works~~ Director shall determine the amount of street frontage eligible for reimbursement, and the determination shall be made a part of the agreement. Reimbursement shall be made on the basis of street frontage at rates established by the ~~Public Works~~ Director. The rates shall include current costs for engineering, construction and inspection ~~and shall be reevaluated annually in July.~~

(C) All reimbursement agreements must be requested by the developer and shall run for a period not to exceed 15 years from the date of execution by the ~~Public Works~~ Director, who is hereby authorized to execute the agreements in accordance with the provisions of this section. The agreements shall automatically terminate at the end of the 15-year period. No agreement shall be approved and executed more than one year after date of acceptance of the improvements, and no reimbursement shall be received from projects by others which have engineering plans approved prior to receipt of the developer's request to enter into such an agreement unless the city required a contribution towards the traffic signal during the plan review/permitting process.

(D) Reimbursement shall be made by the city upon receipt of payment from adjacent property owners, less the fee established by Council resolution per reimbursement transaction which shall be retained by the city to cover administrative costs. All agreements shall include the name and address of the recipient of reimbursement payments, and it shall be the developer's responsibility to keep the information current. Agreements may be assigned by the developer upon written notification to the ~~Public Works~~ Director and subsequent written acknowledgment.

(E) Buy-ins for traffic signals and streetlights shall be collected by the city only when a valid reimbursement agreement is in force. They shall be paid prior to the release of the certificate of occupancy or, if no building is proposed as part of the project, prior to the release of the Engineering permit. ~~before the final plat or site development plan is approved.~~

(Prior Code, § 19-15-3)

DISPOSITION OF UNNECESSARY RIGHTS-OF-WAY

§ 152.230 GENERAL PROVISIONS.

The City Council may dispose of unnecessary public roadway either by sale, vacation, or exchange of the roadway in accordance with the requirements of state law and pursuant to the adoption of an ordinance authorizing the disposition. The City Council may extinguish unneeded easements by resolution.

(Prior Code, Art. 19-16)

§ 152.231 RESERVATION OF EASEMENTS.

In the event there are existing utility lines, pipes, canals, ditches, or appurtenances in any unneeded public roadway being sold, vacated, or exchanged, or if in the sole discretion of the city it is probable that there will be a need for a public utility easement in the roadway, the city shall reserve an easement or easements for such purposes and of such size as the city may determine. Any fees associated with the creation and recordation of the easement(s) must be included in the cost of the sale, if applicable.

(Prior Code, § 19-16-1)

§ 152.232 APPLICATION FOR DISPOSITION OF ROADWAY OR EASEMENT.

An applicant for disposition of unnecessary public roadway or for extinguishment of an easement shall submit an application in such form and with such information as may be required by administrative regulation and shall pay such fees as are established by resolution approved by the City Council.

(Prior Code, § 19-16-2)

§ 152.233 DECISION TO DISPOSE OF ROADWAY OR EASEMENT.

(A) The decision to dispose of an unnecessary public roadway or to extinguish an unneeded public easement lies solely with the City Council and shall be made upon receipt of staff's recommendation.

(B) The vesting of title to roadway vacated by the city shall be subject to consideration from the owner of the abutting property to the city deemed by the City Council, in its sole discretion, to be commensurate with the value of the abandoned roadway, giving due consideration to its degree of fragmentation and marketability and any other public benefit received by the city in return for the abandoned roadway.

(Prior Code, § 19-16-3)

ENFORCEMENT

§ 152.245 CEASE AND DESIST ORDERS.

Whenever any work is being done contrary to the provisions of this code, the ~~Public Works~~ Director or his ~~or~~ her designee may order the unauthorized work stopped by notice in writing served on any person engaged in the doing or causing the unauthorized work to be done, and any such person shall forthwith stop the unauthorized work.

(Prior Code, § 19-17-1)

§ 152.246 APPEAL PROCEDURE.

Any developer who has been aggrieved by a decision of the ~~Public Works~~ Director or the ~~Public Works~~ Department, pursuant to action taken in the enforcement of this chapter, to include benefit study standards, criteria, limits, cost assignments and the like, may appeal the decision for consideration by the City Council. Appeals shall be presented in writing to the ~~Public Works~~ Director, who shall prepare a report and

recommendation to the Council and notify the appellant in writing of the time and place of the Council hearing. The Council may modify these provisions in such a manner and to such extent as it may deem appropriate to the public interest. The decision of the Council shall be final and conclusive.

(Prior Code, § 19-17-3)

§ 152.999 PENALTY.

Any person violating any of the provisions of this chapter shall severely, for each and every such violation and non-compliance, be punished as provided in § [10.99](#)(A) of this code of ordinances.

(Prior Code, § 19-17-2)

PROPOSED CODE REVISION

CHAPTER 153: FLOODPLAIN MANAGEMENT

Below are the proposed changes to § 153.001 and §153.002 of the City Code.

Section

FLOODPLAIN RESPONSIBILITIES, MANAGEMENT AND ADMINISTRATION

§ 153.001 FLOODPLAIN MANAGER.

The City of El Mirage elects not to assume the responsibility of floodplain management from the Flood Control District of Maricopa County as provided for in A.R.S. §§ 48-3609 and 48-3610. The ~~Community~~ Development Services Director/City Engineer is designated as the ~~NFIP-National Flood Insurance Program (NFIP)~~ Floodplain Administrator for the City of El Mirage, is responsible for coordinating with the Flood Control District of Maricopa County, and will serve as the community point of contact on NFIP issues for county, state and federal officials.

(Ord. O19-12-14, passed 12-3-2019)

§ 153.002 FLOOD INSURANCE.

Those public records entitled “Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas” dated September ~~1830~~, 20~~2019~~ with accompanying FIRMs dated ~~September 30, 2019~~October 16, 2013 and all subsequent revisions, amendments and/or ~~revisions~~revalidations, copies of which shall be kept on file in the office of the City of El Mirage Clerk, are hereby adopted by reference as the basis for establishing the Special Flood Hazard Areas in the City of El Mirage. The Special Flood Hazard Areas documented in the Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) are the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the regulations.

(Ord. O19-12-14, passed 12-3-2019)

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to enter into a Professional Services Contract with Michael Baker International, Inc. to provide consultant service assistance to execute the strategies and action items as suggested by the 2023 Downtown Revitalization Plan in the amount not to exceed \$100,000. (Development Services)

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Jorge Gastelum,
Dev Services Director/City Engineer

DEPARTMENT: Development
Services

BACKGROUND:

A Request for Qualifications (RFQ) was published to invite respondents to submit Statements of Qualifications (SOQs) detailing their technical, management, and financial qualifications to provide technical assistance services in executing the community's revitalization strategies and action items. Four SOQ's were received from Dudek, HAPI, Michael Baker International, and Olsson. A selection committee conducted a thorough evaluation based on weighted criteria, including the firm's experience (30%), key personnel's experience (20%), understanding of the project and approach (20%), principal office location (10%), and overall evaluation (10%). Following this evaluation process, the committee selected Michael Baker International as the most advantageous to the city.

Describe the benefit to the organization and/or community. This second phase of the Downtown Revitalization Plan will create a more tangible and defined downtown area to foster local businesses and a unique sense of place.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's strategic priority to foster a more connected and engaged community to drive neighborhood improvements.

Describe the timing considerations for approval of this item. This item was budgeted in FY2026, and the Development Services, in collaboration with the Economic Development, Grants, Parks & Recreation, Intergovernmental and Public Relations, and Administration staff (Revitalization Staff Working Group), are eager to start the second phase of the Downtown Revitalization Plan.

Describe any anticipated impact this item might have on residents, businesses, or operations. Residents and business owners will be invited to participate in the evaluation of the overall condition of private and public amenities in the area to clearly define an identity for El Mirage, enhancing wayfinding systems, and reinforcing the community's sense of place.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. FY2026-2028 Strategic Plan.

RECOMMENDATION:

Enter into a Professional Services Contract with Michael Baker International, Inc. to provide consultant service assistance to execute the strategies and action items as suggested by the 2023 Downtown Revitalization Plan in the amount not to exceed \$100,000.

PREVIOUS RELATED COUNCIL ACTION:

On October 4, 2022, the City Council authorized the City Manager to enter into a Professional Services Contract with Michael Baker International to provide services to develop a Downtown Revitalization Plan. The plan focused on strategies to stabilize and improve housing, revitalize commercial properties, and promote economic development in the downtown and adjacent areas. The study area was bordered by the West Downtown, East Downtown (North of Thunderbird), East Downtown (South of Thunderbird), Sunnyvale, Plaza Manuel Ortega Apartments, Pueblo Futuro, Arizona Brisas, the commercial properties along Thunderbird Rd west of El Mirage Rd and northwest of Santa Fe Ln, and the vacant commercial parcels adjacent to Grand Village. The final report was completed in August 2023 and accepted by the City Council in September 2023.

PROPOSED MOTION:

I move to approve entering into a contract with Michael Baker International as presented.

BUDGETED: Yes

CIP: No

CIP/Activity: 42518

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: \$100,000

FISCAL YEAR: 2026

ACCOUNT NUMBER: 111-5-1591-418

ACCOUNT NAME: Non- Departmental - Special Projects

ATTACHMENTS

Professional Services Contract

Michael Baker Int Scope and Fee Proposal

2023 Downtown Revitalization Plan

FY26 Budget Worksession Presentation

CITY OF EL MIRAGE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 7th day of October, 2025, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Michael Baker International (“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant services to provide consultant service assistance (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Jorge Gastelum, Development Services Director/City Engineer, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed One Hundred Thousand Dollars (\$100,000.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.3 OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date. All work shall be completed by December 31, 2026.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when Contract Administrator determines it is in the best interest of the City for such period as the Contract Administrator deems reasonable. A modification for a time extension for completion of the work pursuant to this subparagraph shall not entitle Consultant to additional compensation.

3.2 TERMINATION

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

4.8 INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.9 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: Michael Baker International Inc.
Attn: Matthew Klyszeiko
PO Box 575714
Los Angeles, CA 90051-5195

In the case of City City of El Mirage
Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to: City of El Mirage
City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.12 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

4.13 ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.17 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.19 *FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS*

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

4.20 *BOYCOTT OF ISRAEL*

Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a boycott of Israel as set forth in ARIZ. REV. STAT. § 35-393 and § 35-393.01

4.21 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

CONSULTANT:

By: J. Crystal Dyches
Its: City Manager

By: _____
Print Name

By: _____
Signature

Its _____
Title

ATTEST:

Jill Boltz, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

EXHIBIT “A”

September 22, 2025

Mr. Jorge Gastelum, PE
Development Services Director/City Engineer
City of El Mirage
10000 N El Mirage Road
El Mirage, AZ 85335

RE: Neighborhood Revitalization Strategies – MBI Scope and Fee (REVISED)

Dear Mr. Gastelum:

The City of El Mirage has set an ambitious goal to strengthen downtown as the cultural, civic, and economic heart of the community. Building from the 2023 Downtown Revitalization Plan and previous investment in gateway signage, the Neighborhood Revitalization Strategies project is the next step in defining a clear identity for El Mirage, enhancing wayfinding systems, and reinforcing the community's sense of place.

Michael Baker International will guide this process by combining community-driven branding with a practical, phased approach to wayfinding. Recognizing budget constraints, the scope is intentionally designed to be efficient, scalable, and flexible. Please feel free to call me at your convenience should you have any questions or wish to discuss this proposal in further detail. I can be reached directly at 602.798.7513 / 480.250.6829 or at matthewk@mbakerintl.com.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Matthew Klyszeiko
Department Manager – Planning

Attachment A: Scope of Work
Attachment B: Project Budget

ATTACHMENT A

SCOPE OF WORK (SOW)

PHASE 1: PROJECT MANAGEMENT

- **Task 1.1: Project Coordination** – Facilitate monthly coordination meetings with City staff to discuss project process and organize public events.

PHASE 2: DISCOVERY & ENGAGEMENT

Goal: Build the foundation by gathering community insights and documenting existing conditions.

This phase establishes the foundation for the implementation plan refinement and branding and wayfinding efforts. The goal is to understand, on a deeper level than the broad vision established through prior planning efforts, how El Mirage residents and stakeholders see their community today, and what they want downtown to represent in the future. Engagement will focus on creative, low-cost tools like online surveys, pop-up workshops, and story-gathering discussions that capture both the assets and challenges of El Mirage. The approach emphasizes accessibility: visual tools, and intercept-style outreach so participation is easy for everyone. Findings will be synthesized into select implementation actions, neighborhood “character stories” and mapped destinations that highlight where wayfinding is most needed.

- **Task 2.1: Community Discovery** – Project kick-off, Community Survey, and outreach graphics. The community survey will be conducted and hosted via Michael Baker’s survey monkey account. Staff will be responsible for assisting in informing the public of the survey availability.
- **Task 2.2: Community Engagement** – Program and facilitate up to 2 community meetings (e.g. general public), up to 2 stakeholder group meetings (e.g. voluntary group of residents, property, and business owners), and up to 2 pop-up workshops to be held in tandem with scheduled community-wide special events. Announcements/invitations to all meetings (community meetings, stakeholder meetings, and pop-up events) will be drafted and organized by Michael Baker staff. As the primary point of contact, El Mirage staff will facilitate distribution of meeting announcements/information supplied by Michael Baker.
- **Task 2.3: Asset & Attribute Mapping** – Preliminary mapping of Google Earth destinations and existing signage inventory, as well as review of existing marketing materials.
- **Task 2.4: Neighborhood Character Stories** – Share narratives and visuals derived from Task 2.2 for select neighborhoods.

PHASE 3: PROGRAMMING & STRATEGY DEVELOPMENT

Goal: Translate community insights into an organized plan of implementation actions, alternative design concepts for branding, and wayfinding plan.

This phase translates community insights into a formal action plan and design concepts that residents can react to and refine. The objective is to organize the existing implementation actions into a cohesive plan and pair Downtown brand options (logos, taglines, palettes) with corresponding wayfinding concepts (sign

families, colors, typography), so people can evaluate complete systems rather than isolated elements. Consequently, the individual tasks within this phase will be conducted in tandem with select tasks outlined in other phases. For example, two brand/wayfinding options will be developed under this Phase and presented side-by-side, tested through dot-voting, online surveys, and visual boards conducted as part of Phase 2. By combining branding and wayfinding into one review, the process ensures that the eventual brand is legible, inclusive, and scalable across both communications and the physical environment.

- **Task 3.1: Draft Implementation Plan** - Work with City staff to incorporate recommendations from existing and developing documents and programs into a cohesive appendix to the existing downtown plan. The appendix shall include timelines and cost analysis for the current plan, linking targeted funding opportunities with each strategy.
- **Task 3.2: Downtown Brand Development** - Two logo/tagline options, preliminary brand palette and standards.
- **Task 3.3: Wayfinding Design Concepts** - Two families of signs tied to brand options, unit costs, location strategy.
- **Task 3.4: Public Voting Package** - Boards, dot-voting, survey integration for review of branding and wayfinding options.

PHASE 4: REFINEMENT & DELIVERY

Goal: Consolidate chosen concepts into final deliverables and implementation tools.

This phase focuses on consolidation and practicality. The goal is to refine the final implementation plan and the chosen brand and wayfinding palette into clear, usable deliverables: an **Implementation Plan**, a **Branding Guide** with standards and neighborhood character stories, and a **Wayfinding Implementation Plan** with sign concepts, unit costs, and placement strategies.

- **Task 4.1: Final Implementation Plan** - Provide a final appendix to the original downtown plan, derived from identified strategies and community engagement completed in Phase 2 & 3.
- **Task 4.2: Final Branding Guide** - Refined Downtown brand and tagline, standards, neighborhood character stories
- **Task 4.3: Wayfinding Implementation Plan** - Sign concepts, costs, quantities, preliminary locations
- **Task 4.4: Small Business Façade Program** - Outline potential funding sources and organizational structure for a Small Business Façade Improvement Program that doesn't interfere with Arizona Revised Statutes.
- **Task 4.5: City Council Meeting** – Assist staff with presenting project deliverables to the City Council at one public meeting.

OPTIONAL PHASE 4 TASK (NOT INCLUDED IN TOTAL FEE): If additional budget allows, this phase can also culminate in a celebratory community event where the brand and signage designs are unveiled through displays, interactive activities, and small branded giveaways that transform the plan into a shared community identity.

ATTACHMENT B

PROJECT BUDGET

Associated fees do not include any scope items identified as “Optional”. Optional tasks may be facilitated via separately negotiated scope and fee proposals.

Project Budget	Total Fee
Project Phases	
Phase 1 – Project Management	
Task 1.1: Project Coordination	\$3,380
Phase 2 – Discovery & Engagement	
Task 2.1: Community Discovery	\$7,535
Task 2.2: Community Engagement	\$21,080
Task 2.3: Asset & Attribute Mapping	\$6,675
Task 2.4: Neighborhood Character Stories	\$5,250
Phase 3 – Programming & Strategy Development	
Task 3.1: Draft Implementation Plan	\$11,980
Task 3.2: Downtown Brand Development	\$7,000
Task 3.3: Wayfinding Design Concepts	\$7,875
Task 3.4: Public Voting Package	\$5,355
Phase 4 – Refinement & Delivery	
Task 4.1: Final Implementation Plan	\$6,465
Task 4.2: Final Branding Guide	\$4,375
Task 4.3: Wayfinding Implementation Plan	\$4,375
Task 4.4: Small Business Façade Program	\$5,235
Task 4.5: City Council Meeting	\$1,395
Subtotal	\$97,975
Reimbursable/Ancillary Services (mileage, reprographics, public meeting materials, etc.)	\$2,025
Lump Sum	\$100,000



City of
EL MIRAGE
Arizona

GRAND HERITAGE, BRIGHT FUTURE!

D O W N T O W N

REVITALIZATION PLAN

August 2023

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INTRODUCTION

A cornerstone to any community is a downtown area. Growing from agrarian roots, El Mirage's downtown area has evolved around the original townsite at the intersection of El Mirage and Thunderbird Roads. As such, the desire to have a more vibrant downtown that functions as a community destination and gathering place has emerged within the city. As El Mirage continues to grow and evolve in the future, the City is hoping to capture the potential of the original townsite and surrounding neighborhoods by complementing them with a more urban retail and dining experience along Thunderbird Road and the US-60. This Downtown Revitalization Plan acts as a first step towards a more tangible and defined downtown area to intentionally foster local businesses and a unique gathering place at the heart of El Mirage.

DOWNTOWN HISTORY

El Mirage was first settled in 1937 by migrant farm workers adjacent to the Agua Fria River, and south of a major travel thoroughfare that would later become Grand Avenue and US Route 60. The area was prime for establishing the agricultural operations that would be a cornerstone of the City's economy for decades to come. The community incorporated as a Town in 1951 with the original townsite consisting of the residences along El Mirage Road north of Thunderbird Road. A series of municipal facilities were built adjacent to Bill Gentry Park including the original City Hall and municipal court in the 1970's and 1980's. These facilities would adapt to include a Senior Center, Community Garden, and branch of the Maricopa County Library System (before it was relocated) further solidifying the park and surrounding area as the heart of El Mirage. More recently, the City has invested in streetscape improvements and wayfinding along El Mirage and Thunderbird Roads, paving the way for continued revitalization of the Historic Downtown Area.

PURPOSE

This Downtown Revitalization Plan is part of ongoing efforts by the City of El Mirage to promote economic development and neighborhood stabilization in the downtown area. This Plan is intended to create a strategic planning and decision-making framework to guide more effective community investment decisions.

What is this Plan for?



Guiding Downtown Advocates



Creating Local & Regional Partnerships



Identifying Grants & Funding Opportunities



Establishing Policy Guidance to Inform Decisions



Informing CIP Investment Priorities



A REVITALIZED DOWNTOWN

What Does This Plan Include and Not Include?

The Downtown Revitalization Plan is comprised of an assessment of existing conditions, survey results from the public, and recommendations of revitalization concepts, strategies and Actions to guide and inform policy direction for future decisions.

INCLUDES:

- Public Engagement Results
- Existing Conditions Assessment
- Broad Revitalization Concepts
- Specific Revitalization Strategies and Actions
- Funding and Resource Opportunities

DOES NOT INCLUDE:

- Condemnation of Property
- Amendments to the City's Zoning Ordinance, General Plan or Building Code
- Private Land Acquisition
- Relocation of Residents

WHERE IS DOWNTOWN EL MIRAGE?

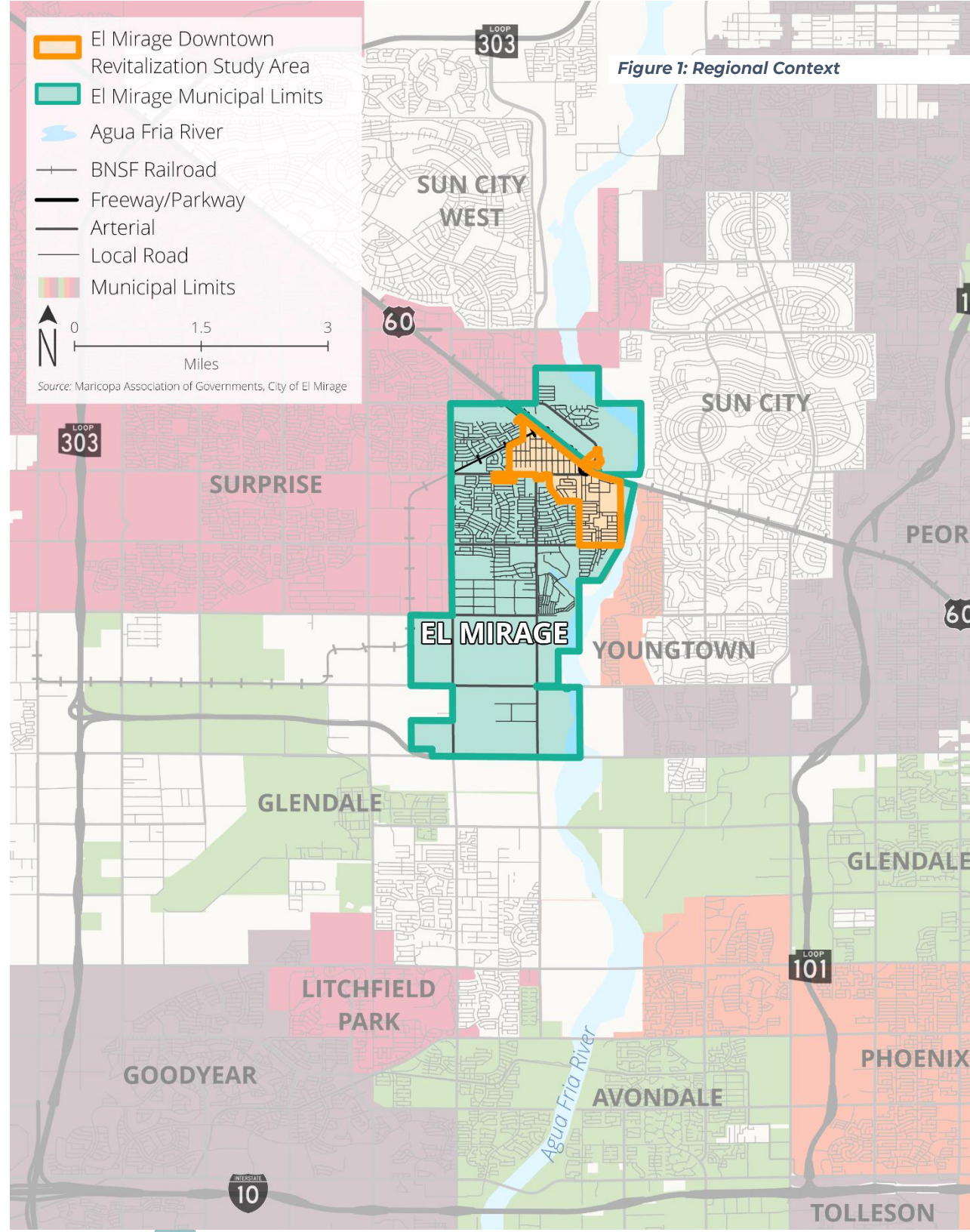
Regional Context

El Mirage is located along the Agua Fria River in the Northwest Valley of the greater Phoenix Metropolitan Region. Grand Avenue/US Route 60 and Northern Avenue/Parkway provide direct access to the community from surrounding areas. The BNSF Railroad travels along Grand Avenue/US Route 60 and bisects the community. Downtown El Mirage is located in the northern part of the City, roughly along Thunderbird Avenue as it approaches Grand Avenue to the east.

Study Area

The Downtown Revitalization Plan Study Area is bounded roughly by Grand Avenue/US Route 60 to the northeast, the BNSF rail spur/Santa Fe Lane to the northwest, 5th Avenue to the west, Thunderbird Road to the south, 119th Avenue to the west, and Cactus Road to the south.

Inclusive of the original townsite, the study area comprises the following neighborhoods: West Downtown El Mirage, East Downtown El Mirage North Thunderbird, East Downtown El Mirage South Thunderbird, Casa Mirage Apartments, Sunnyvale, Plaza Manuel Ortega Apartments, Pueblo Futuro, Arizona Brisas and parts of Grand Village.



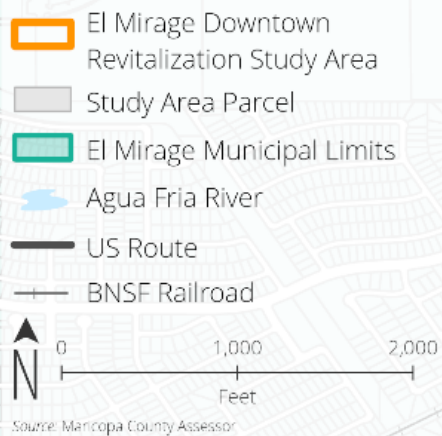
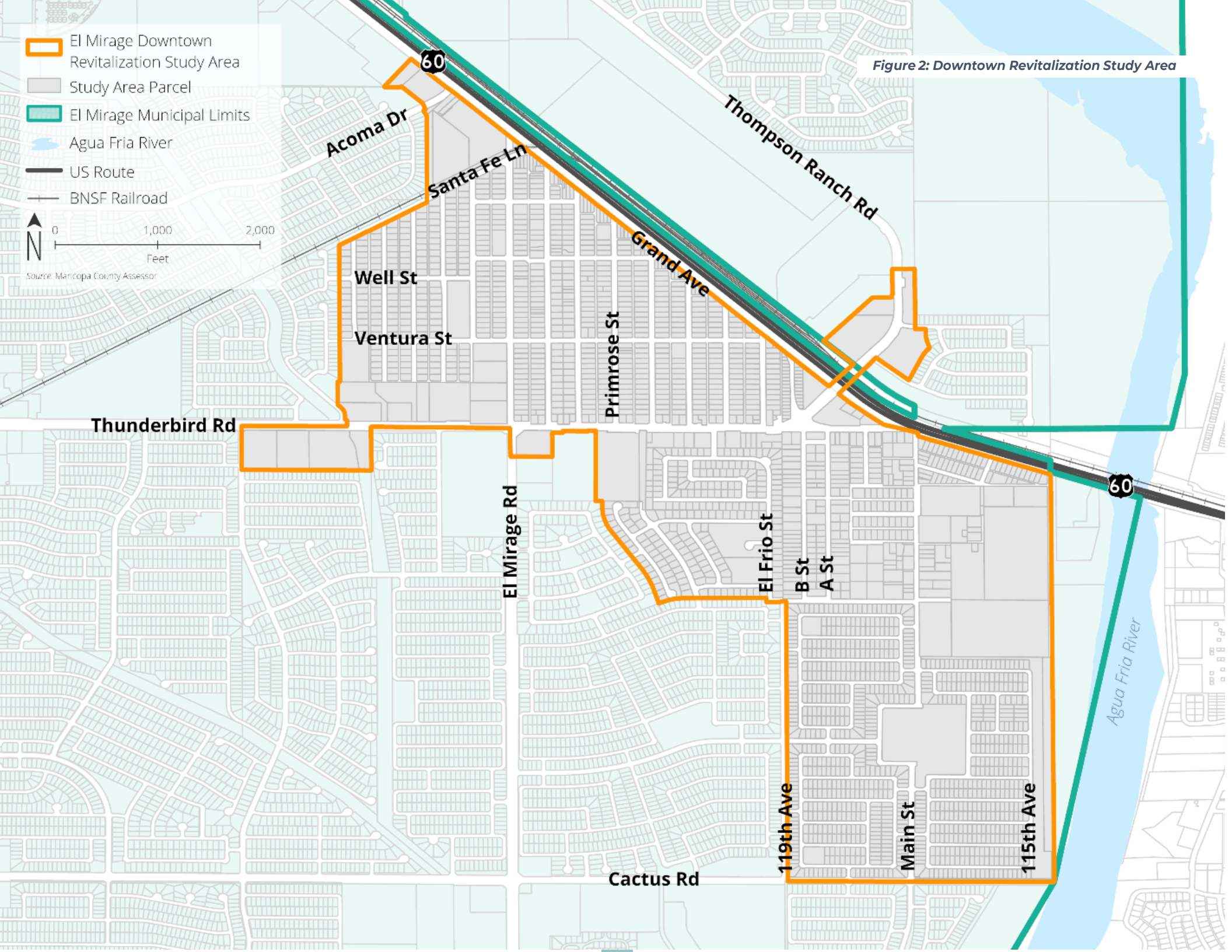


Figure 2: Downtown Revitalization Study Area

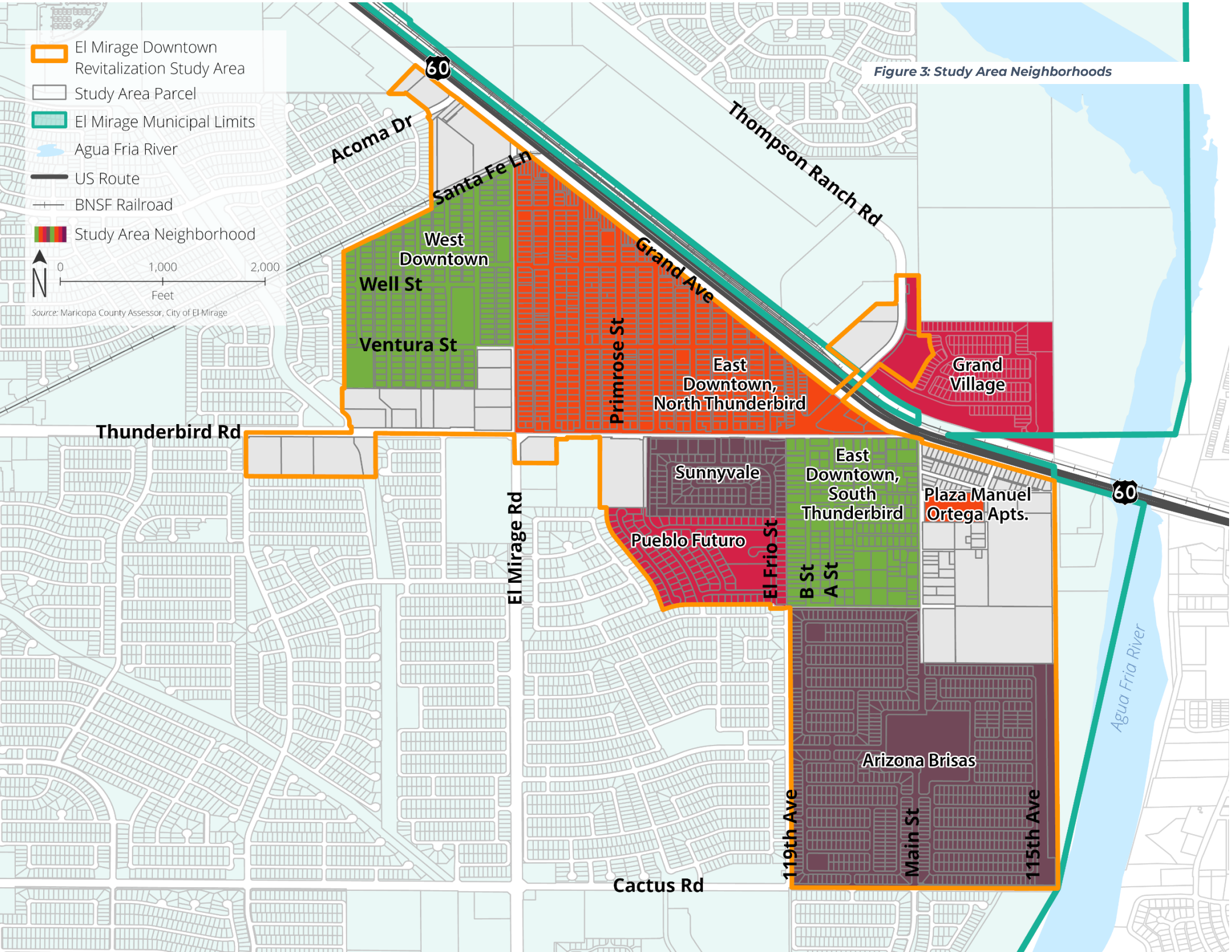


- El Mirage Downtown Revitalization Study Area
- Study Area Parcel
- El Mirage Municipal Limits
- Agua Fria River
- US Route
- BNSF Railroad
- Study Area Neighborhood



Source: Maricopa County Assessor, City of El Mirage

Figure 3: Study Area Neighborhoods



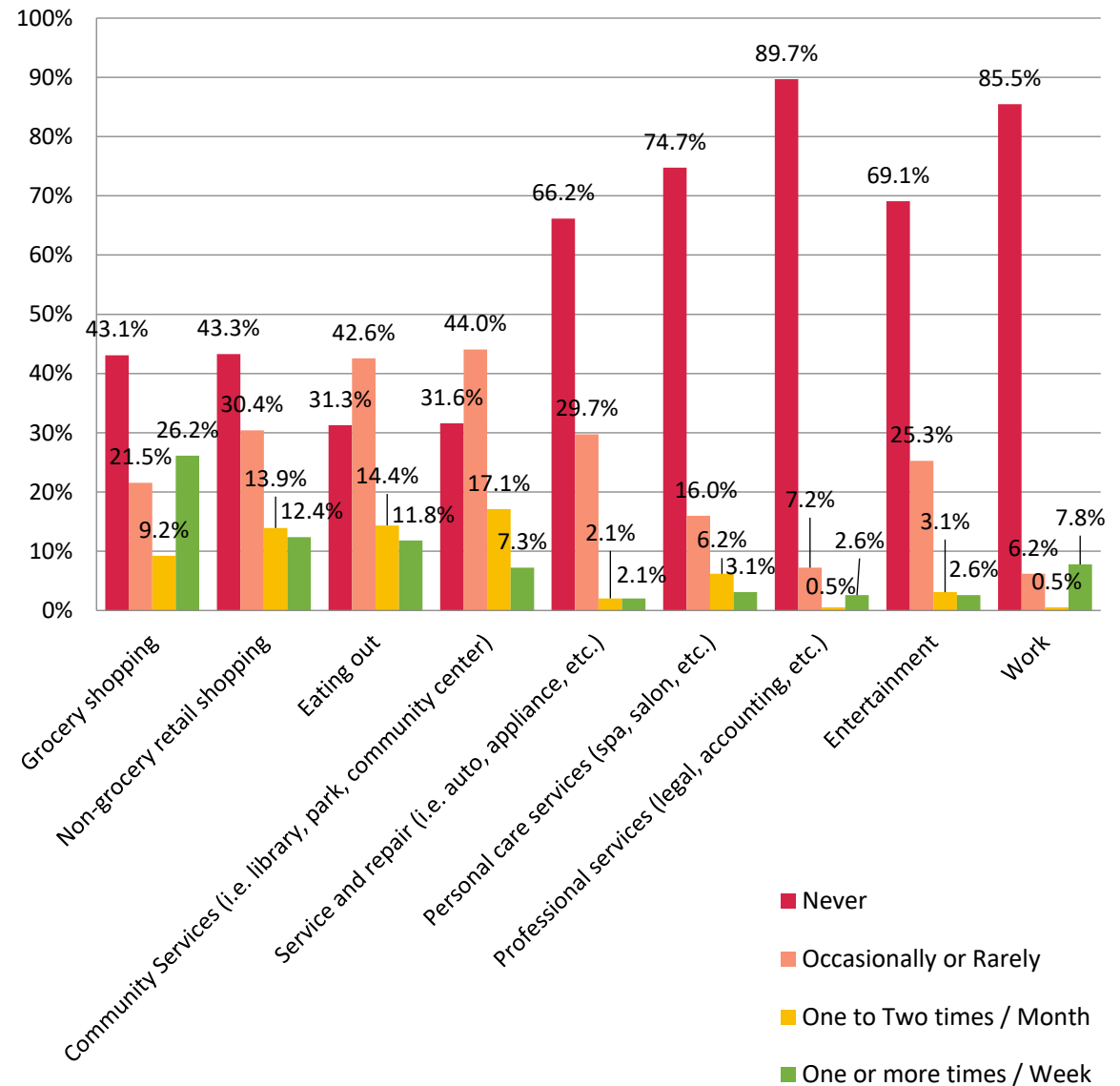
PUBLIC ENGAGEMENT

Public outreach for the Revitalization Plan centered on community workshops, pop-up workshops at City events, local business and property interviews, and stakeholder meetings with the City.

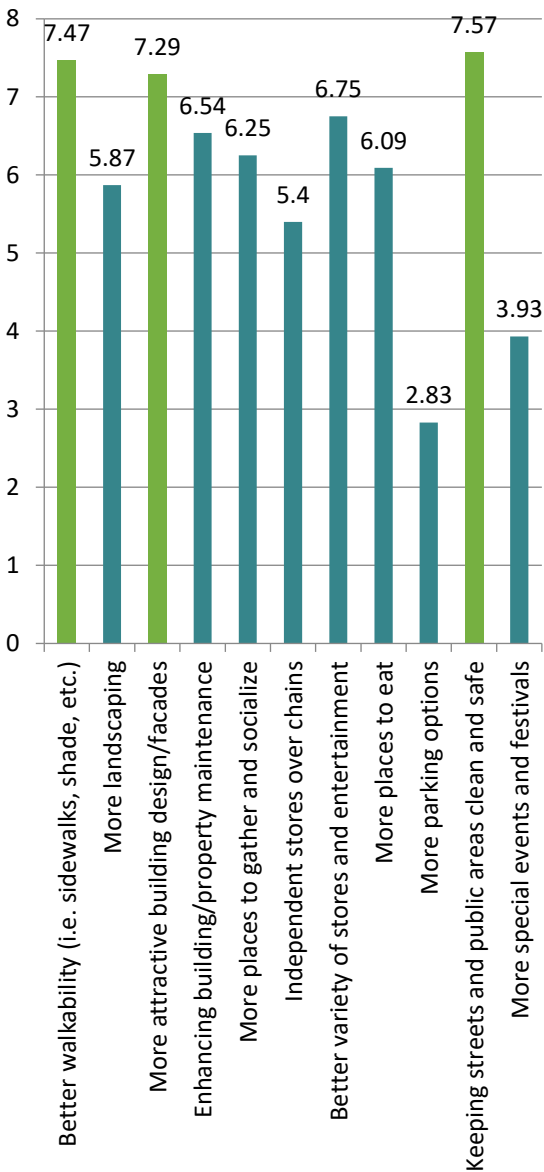
Community Survey

The cornerstone of the public engagement efforts was the Downtown Revitalization Plan Survey which was open from the City's Winterfest Event in December 2022 through the end of June in 2023. The 12-question survey included 7 questions specifically related to Downtown perception, vision, and challenges, followed by 5 demographic questions. 195 residents completed the survey and the results have been tabulated with the following charts.

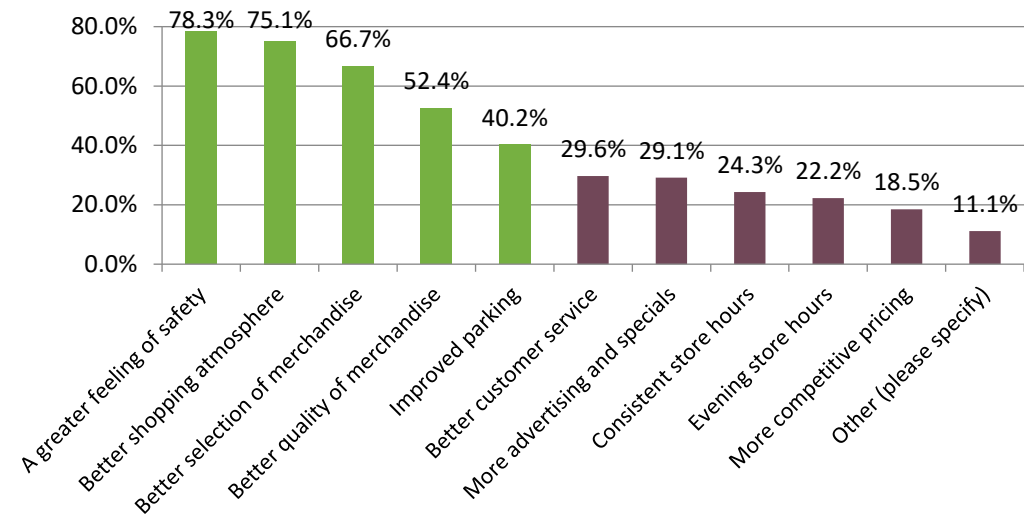
Question 1: How often do you visit Downtown El Mirage for the following?



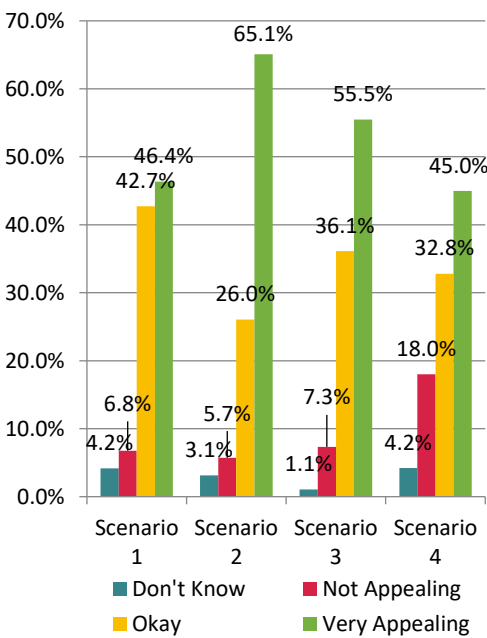
Question 2: When focusing on downtown revitalization, what is most important to you? (please rank in order of importance)



Question 3: Considering Downtown El Mirage, check five (5) changes that are necessary for merchants to get even more of your business.

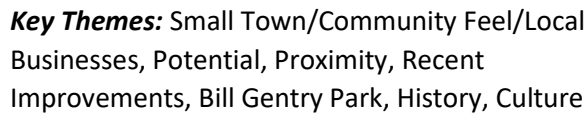
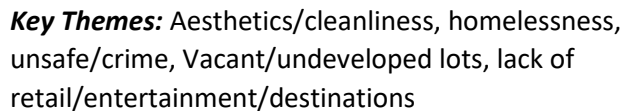


Question 4: Imagine Downtown El Mirage in ten years. How appealing are these future scenarios?

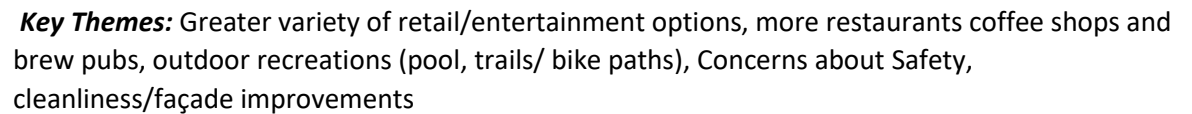


- Scenario 1: An attractive place to call home with new living options that appeal to a wide variety of residents from young adults to retirees.
- Scenario 2: A meeting place and the center of community activities with a mix of coffee shops, brew pubs, cultural and recreation spaces.**
- Scenario 3: A niche place where authentic/local stores, merchandise, and neighborhood convenience retail stores are within walking distance.
- Scenario 4: A destination retail center attracting people from a distance with a mix of retailers.

A word cloud of responses to the question 'What do you think of the park?'. The word 'park' is the largest and most central, colored in a dark red. Other words are in various shades of teal and blue. The words include: Gentry park, Small Town feel, shoppingpeople, city, Close, potential, feel, downtown, small, Culture, lots, history, home, places, food, Accessibility, and good.

[illegible]

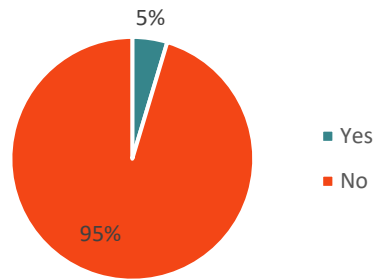
A word cloud featuring various terms in shades of purple, pink, and teal. The words are arranged in a non-uniform, overlapping manner. The most prominent words are 'businesses' and 'community', both in large, bold, pink letters. Other significant words include 'buildings' and 'places' in purple. Smaller words in teal include 'feeling', 'clean', 'baseball field', 'home', 'lot', 'area', 'shops', 'spaces', 'bring', 'stores', 'parks', 'fields', 'restaurants', 'kids', 'helping', and 'nicer'. The overall composition is dense and colorful, with a soft, out-of-focus background.



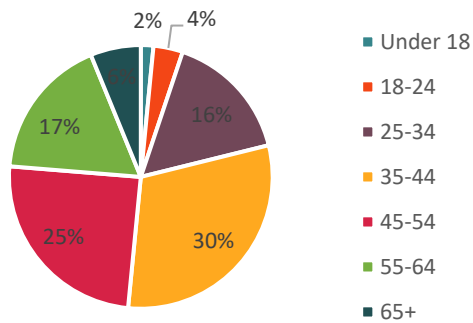
Response	Percentage
Yes	95%
No	5%

Experience Level	Percentage
1-5 years	31%
6-10 years	20%
10-20 years	24%
20+ years	21%
Not applicable	4%

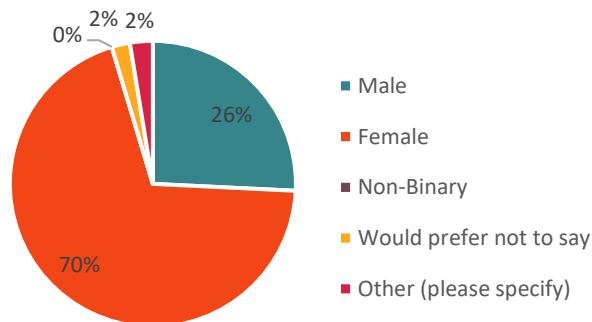
Question 10: Do you own a business in El Mirage?



Question 11: What is your age range?



Question 12: What is your Gender?



Community Workshops & Event Pop-Ups

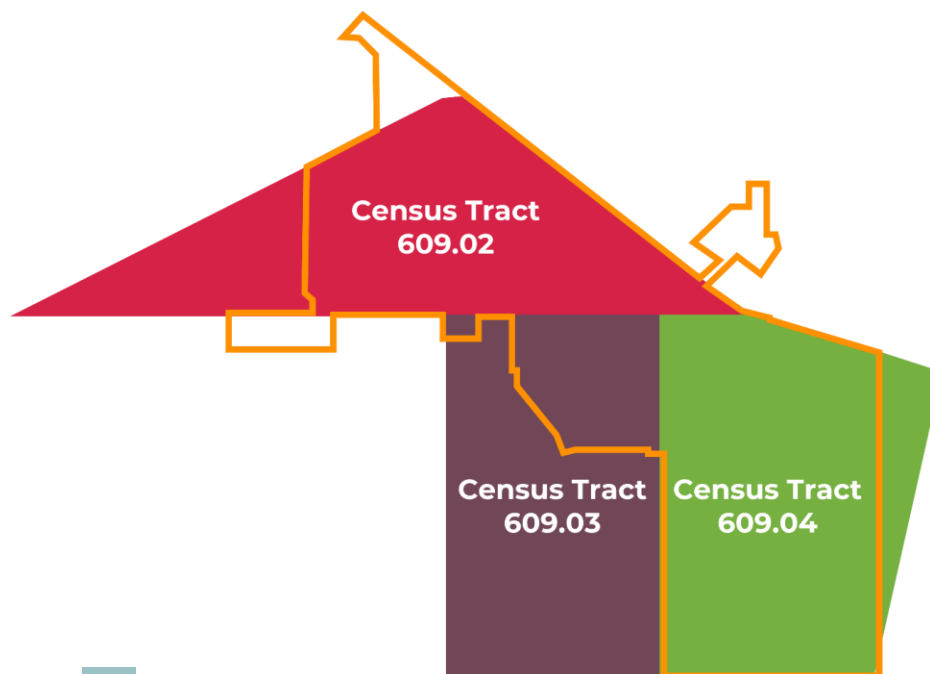
The Winterfest Event Pop-Up kicked off the survey on December 9, 2022 and also presented a map for community desires and concerns with Downtown. Of the 58 map comments received, the top 5 emerging themes were safety, aesthetics and cleanliness, more dining/entertainment/recreation options, creating a community gathering place, and appreciation of culture and heritage. A Survey Pop-Up was also present at the City's Spring Faire on March 24, 2023. Community Workshop 1 was on March 16, 2023 and provided an overview of existing conditions to the public. Participants also had the chance to review the draft revitalization concepts and provide feedback. The second Community Workshop took place on May 24, 2023. This workshop presented the overarching plan and revitalization strategies that were reviewed by the public.

EXISTING CONDITIONS

This section evaluates the status of the Downtown Study Area as it exists today. Demographics, Housing Statistics, Redevelopment Factors, Economic Indicators, and a Business and Economic Development inventory, serve to provide a pulse on the current status of the Downtown Area. Collectively, when coupled with public outreach these insights inform the Revitalization Plan's direction, identifies trends, and serves to outline the foundational improvements for a successful Downtown.

Due to limits in data availability at a smaller geographic scale, the following three census tracts were analyzed in association with the existing conditions assessment: census tract 609.02, census tract 609.03, and census tract 609.04. These three census tracts cover most of the extent of the Downtown Revitalization Plan study area, with the exception of the undeveloped land northeast of US Route 60/Grand Avenue. Part of census tract 609.02 includes additional adjacent neighborhoods north of Thunderbird Road and south of the BNSF railroad spur. Census tract 609.03 includes additional neighborhoods south of Dalia Drive and north of Cactus Road.

Figure 4: Study Area Census Tracts



DEMOGRAPHICS

Race & Ethnicity

Approximately 13,196 people live in the Downtown Revitalization study area census tracts. Of the total population of all three downtown census tracts, 57.5% identify as White followed by 13.9% as Two or More and 14.7% as Other. More than half of the study area (62.7%) identifies as Hispanic or Latino.

Age

El Mirage has a younger median age than both the State and County. Census tracts 609.03 and 609.04 have a younger median age than the City while census tract 609.02 has a higher median age than the State's overall median. Over one third of the study area is age 19 or Under, followed by one quarter being age 35-55.

Figure 5: Race

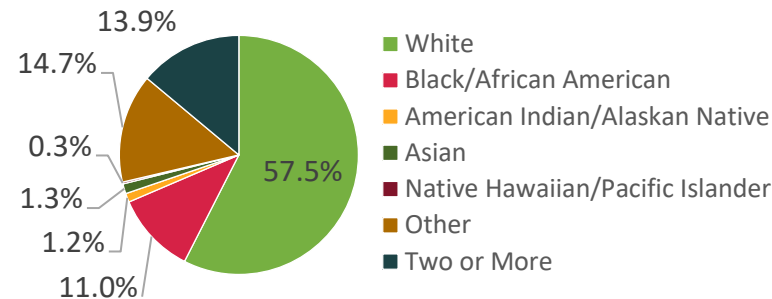


Figure 6: Hispanic/Latino Composition

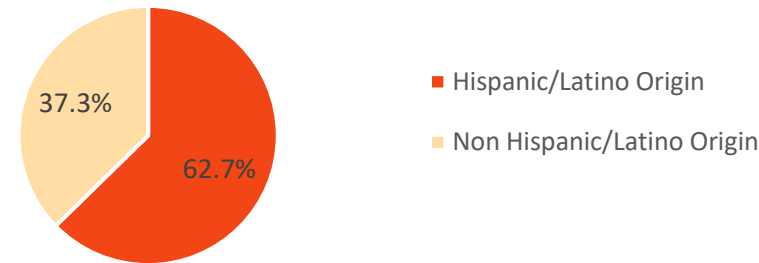


Figure 7: Age Cohorts

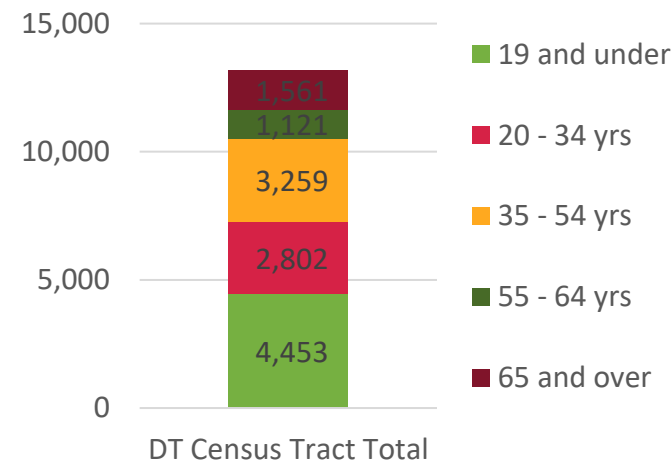


Table 1: Median Age

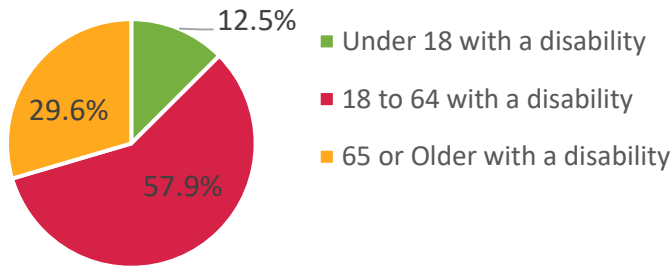
	Median Age
Census Tract 609.02	40.9
Census Tract 609.03	28.4
Census Tract 609.04	30.5
El Mirage	32
Maricopa County	36.6
Arizona	37.9

All data on this page is sourced from: US Census Bureau American Community Survey 2020 5 Year Estimates

Disability

1,478 people with a disability live within the study area accounting for 31% of El Mirage's total disability population. Nearly one third of those people are minors or seniors with a disability.

Figure 8: Age of People with a Disability



Households

The study area has 3,750 total households. El Mirage's average household size is larger than both the State and County at 3.28. The study area census tracts have even higher average household sizes with the highest (3.64) being in Census Tract 609.03.

Table 2: Households

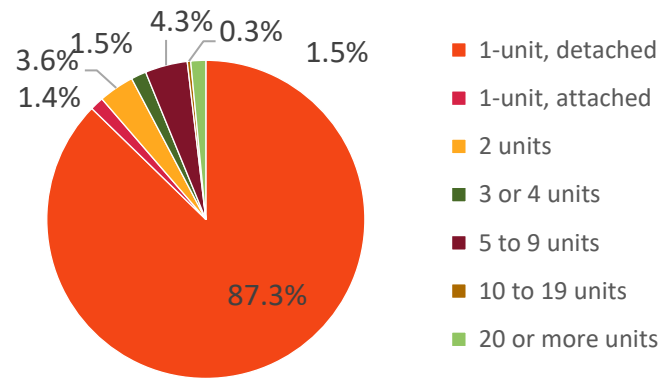
Geography	Average Household Size
Census Tract 609.02	3.51
Census Tract 609.03	3.64
Census Tract 609.04	3.37
El Mirage	3.28
Maricopa County	2.73
Arizona	2.65

HOUSING

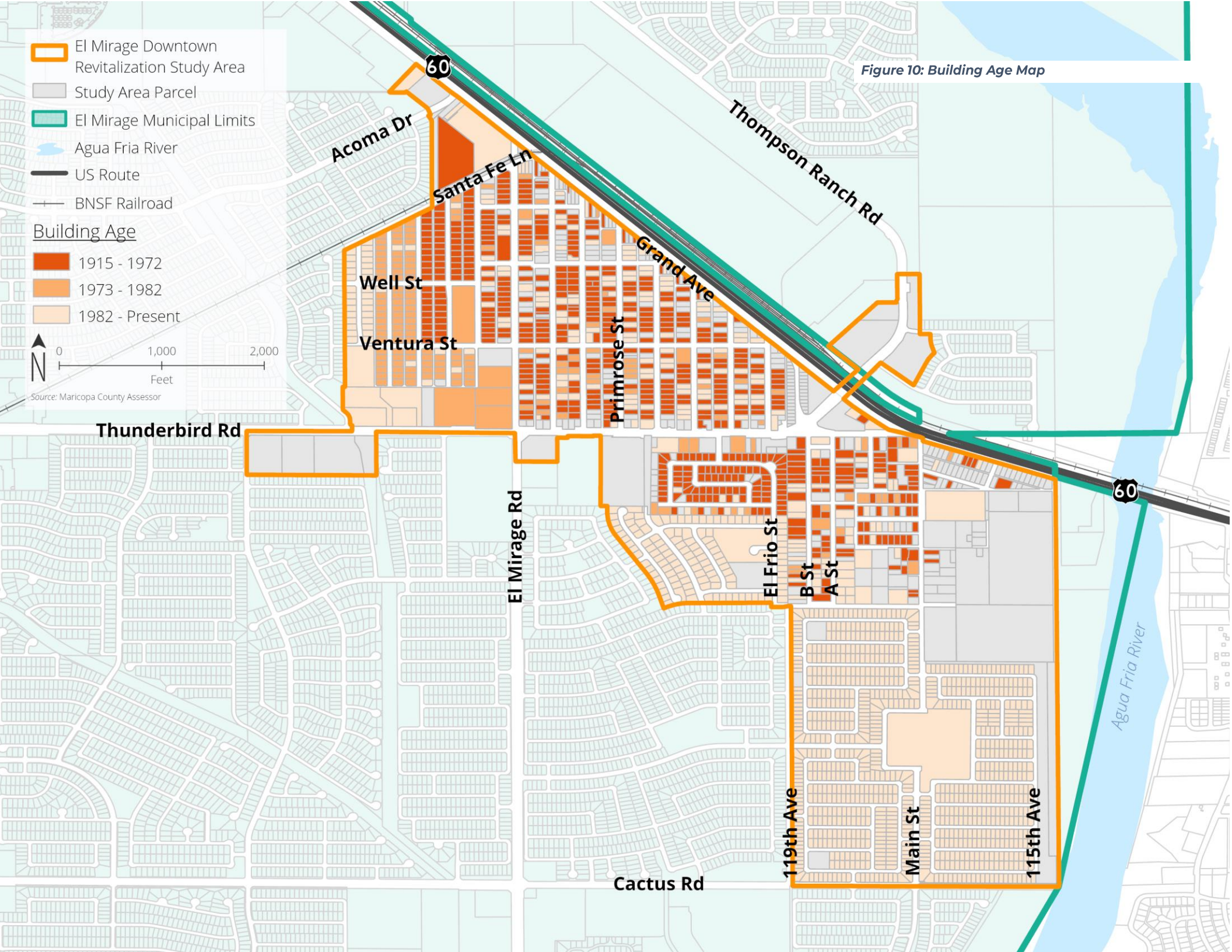
Housing Type

Of the 4,016 total housing units in the study area, 3,505 are detached single family accounting for 87.3% percent of the total housing stock.

Figure 9: Housing Type



All data on this page is sourced from: US Census Bureau American Community Survey 2020 5 Year Estimates



Housing Age

50% of the housing stock in the study area was constructed between 1950 and 1959. Nearly an additional quarter (23.8%) was built the following decade in the 1960's. Since then, the largest addition (8.7%) in housing units was constructed in the 1990's. As seen from Maricopa County Assessors data, much of the older housing stock is located in the West Downtown, East Downtown North Thunderbird, East Downtown South Thunderbird, and Sunnyvale neighborhoods. Pueblo Futuro and Arizona Brisas were developed much later in the 1980s and beyond.

Figure 11: Housing Age

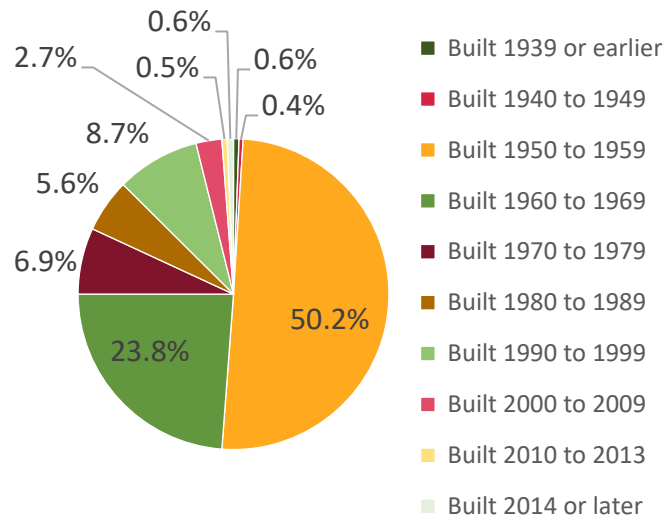
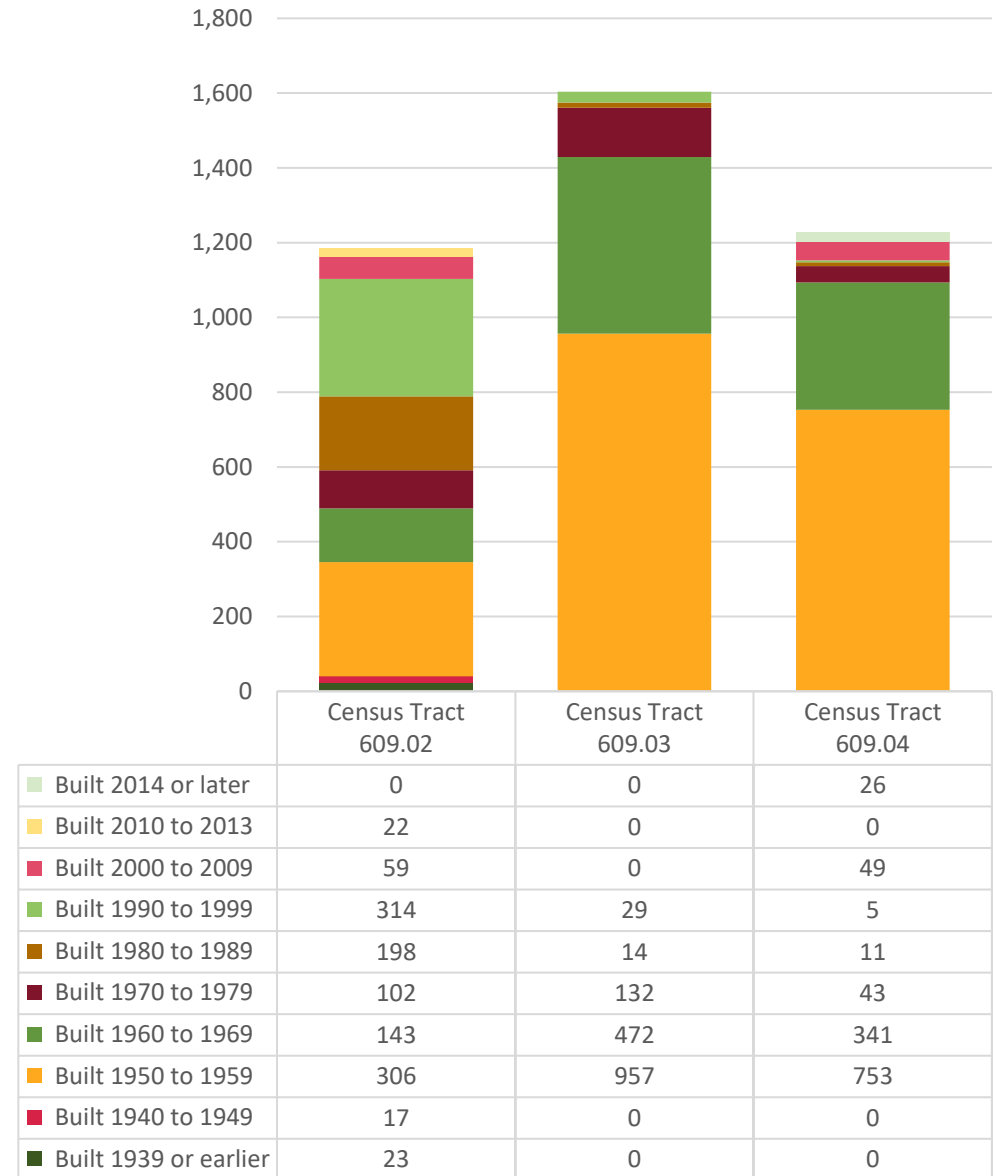


Figure 12: Housing Age Distribution by Census Tract



All data on this page is sourced from: US Census Bureau American Community Survey 2020 5 Year Estimates

Vacancy and Occupancy Type

The study area has a 93% occupancy for total housing units. Almost 60% of the study area's housing is owner occupied, with the remaining 40% renter occupied.

Figure 13: Housing Vacancy

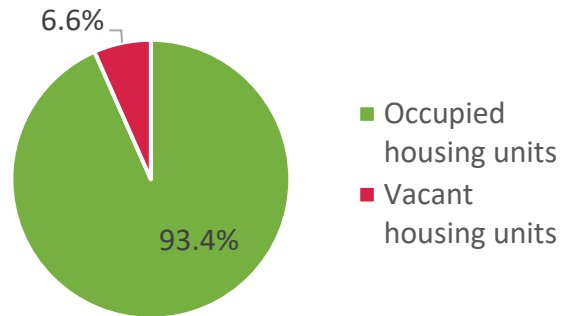
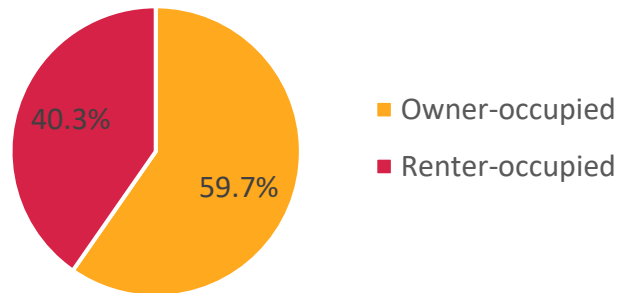


Figure 14: Housing Occupancy

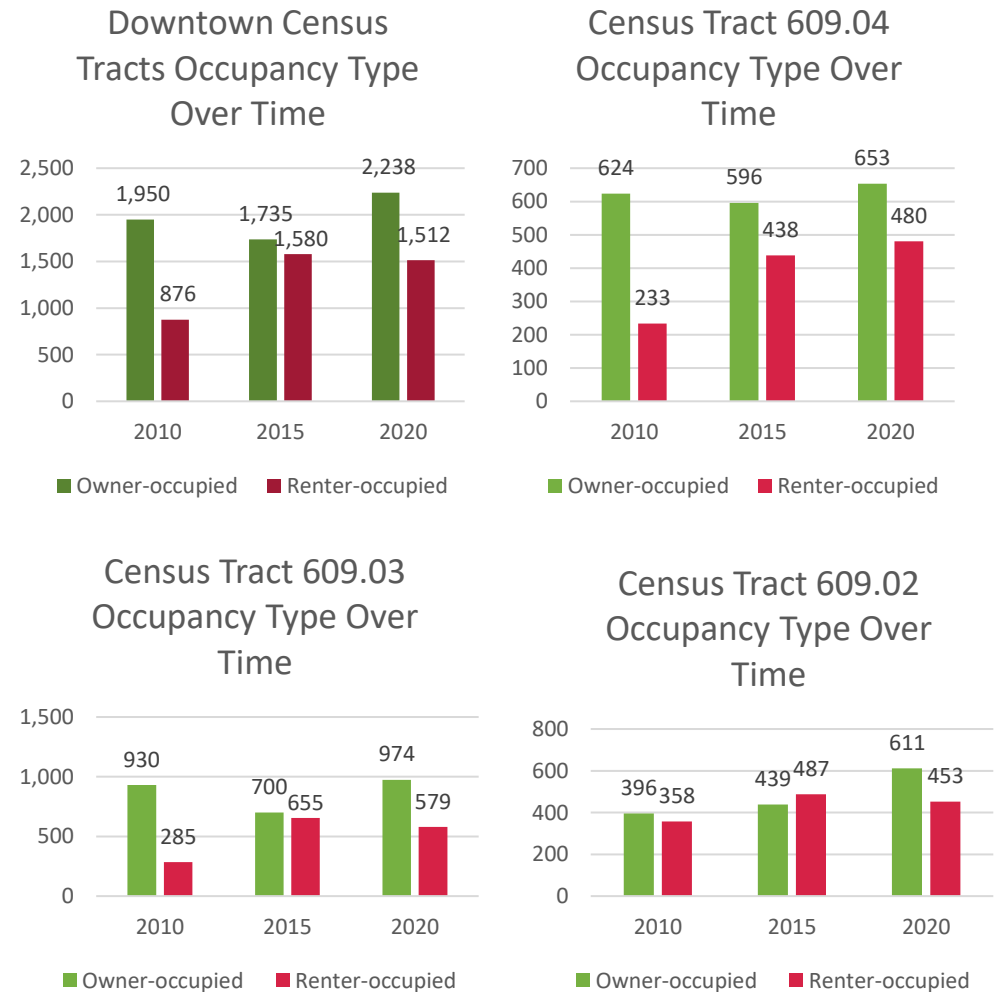


Sources: US Census Bureau American Community Survey 2020 5 Year Estimates.

Occupancy Over Time

While the overall study area has seen an increase and slight decrease of rental occupied units overtime, census tract 609.04 has seen a steady increase in rental units while the 609.02 and 609.3 has seen a more recent decrease.

Figure 15: Housing Occupancy Over Time

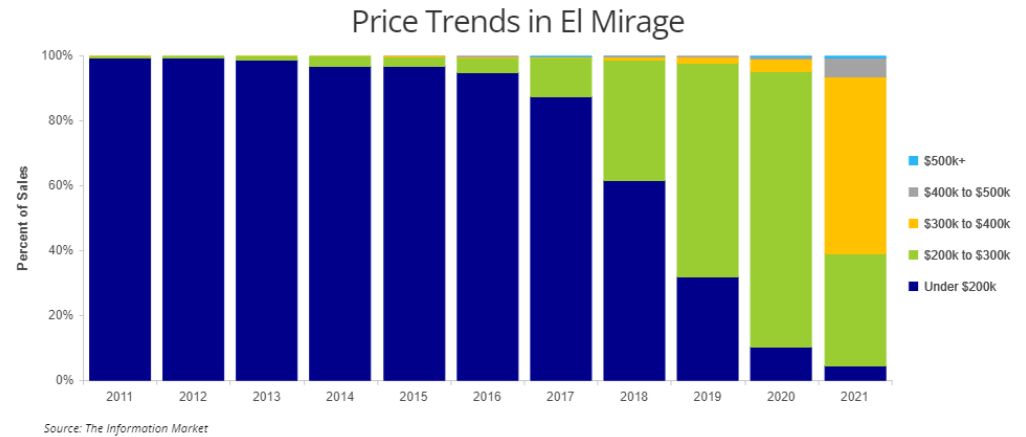


Sources: US Census Bureau American Community Survey 2010, 2015, and 2020 5 Year Estimates.

Housing Sales Price

The following analysis of home sales price and rent price trends for the City were identified from the Maricopa Association of Governments (MAG) Housing Data Portal. In January of 2015, the median sales price for a home in El Mirage was \$127,500 and rose steadily until about December of 2020 where prices then saw a steeper increase until peaking at \$360,000 in November of 2021. Over the past 10 years, the City has seen a significant shift in sales price from being predominantly under \$200,000 to a majority of sales prices being in the \$300,000-\$400,000 range. Between the fourth quarter of 2020 and the 4th quarter of 2021, El Mirage saw a 41% increase in median sales price, ranking 3rd highest among MAG member agencies.

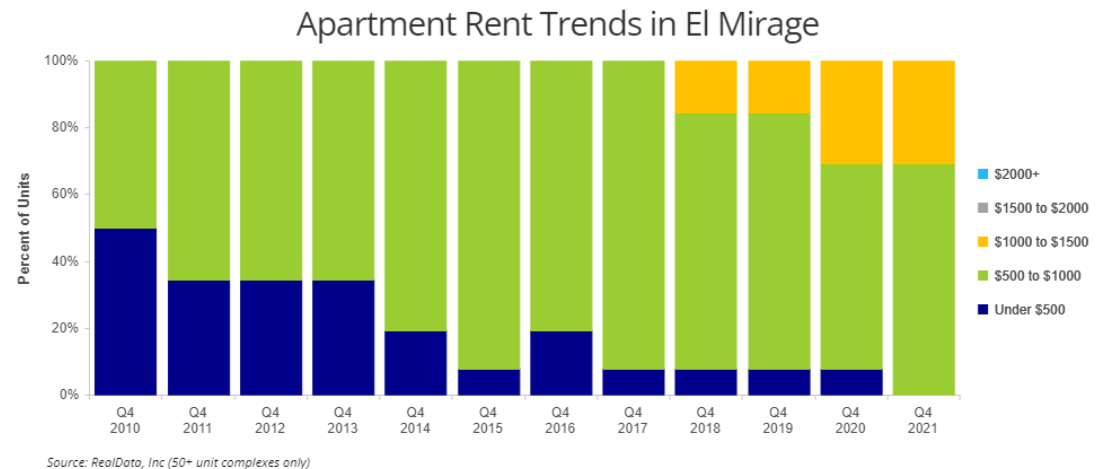
Figure 16: El Mirage Home Price Trends 2011-2021



Housing Rent

Median rent for El Mirage overall is \$813 in the fourth quarter of 2021, with two bedroom units median rent being \$968 and three or more bedroom units having a median rent at \$1091. Over time, the City has seen increasing rent prices and over the past 10 years, with rents under \$500 becoming virtually no longer existent. Higher rents in the \$1000-\$1500 range have taken up a larger market share within 2021.

Figure 17: El Mirage Rent Trends Q4 2010-Q4 2021



Source: Maricopa Association of Governments Housing Data Portal

REDEVELOPMENT FACTORS

Land Use

When reviewing the City’s General Plan, over half (62.3%) of the study area is categorized within the Neighborhoods land use type. The Thunderbird Core (TC) land use type covers most of the commercial and vacant lot frontage along Thunderbird Road, and accounts for 13.4% of the study area. The Mixed Use (MU) land use type covers most of the study area north of Thunderbird Road and east of El Mirage Road roughly covering the remaining study area (22.3%).

Figure 18: General Plan Land Use Distribution

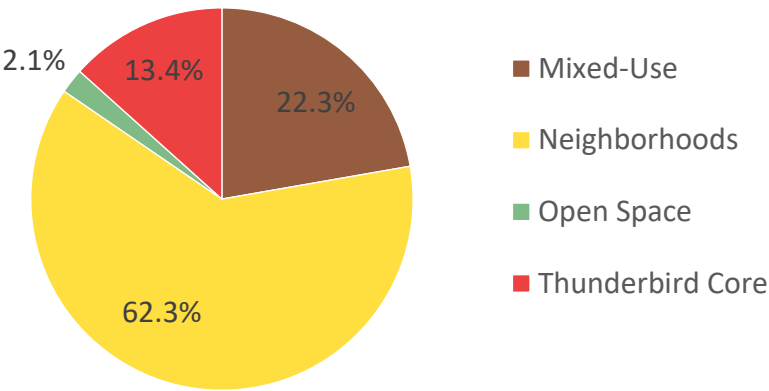
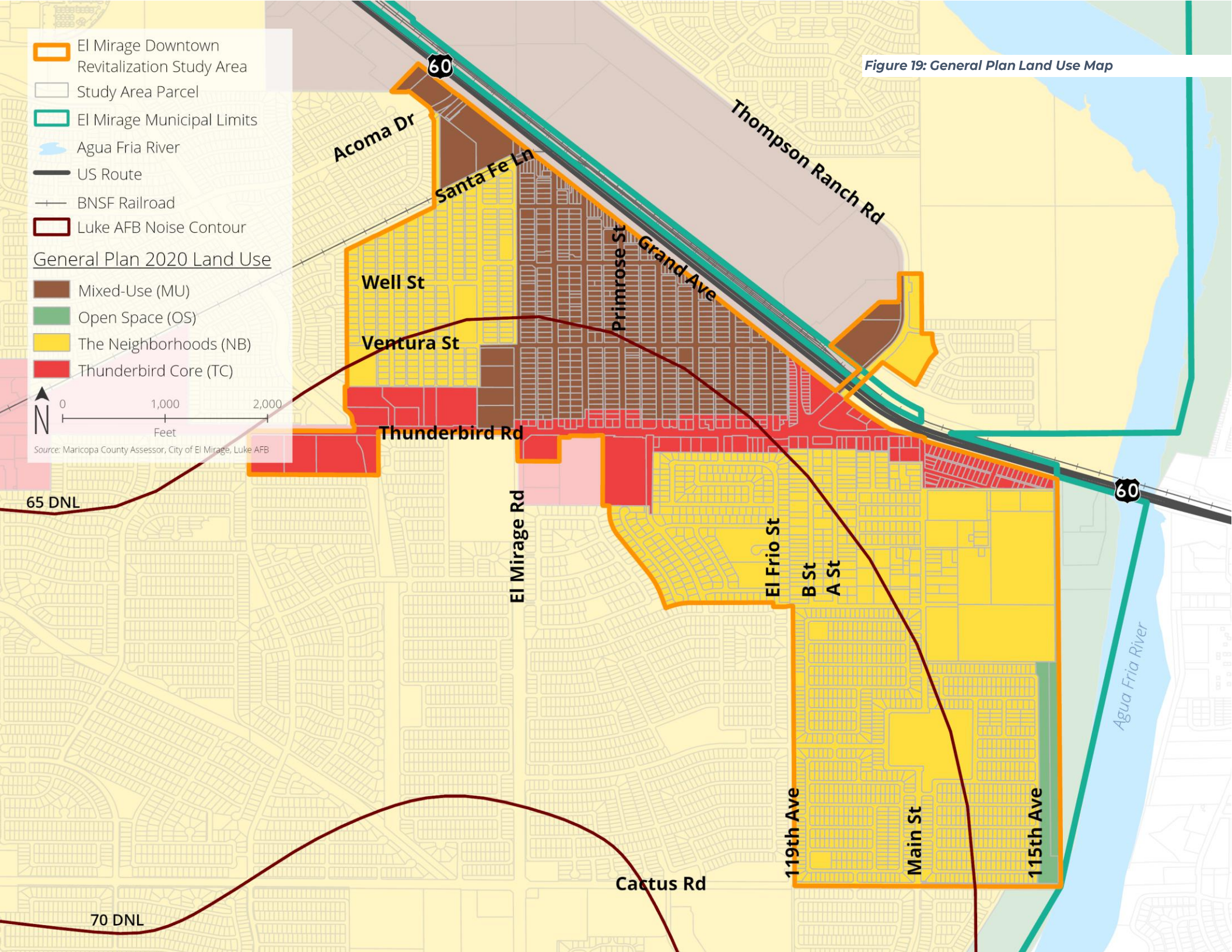


Table 3: General Plan Land Use Acreage

LU Code	Land Use	Acreage
MU	Mixed-Use	150.9
NB	Neighborhoods	422.3
OS	Open Space	14.3
TC	Thunderbird Core	90.5
Total		678.0

Sources: City of El Mirage

Figure 19: General Plan Land Use Map



Zoning

Grand Avenue and Thunderbird Road are the primary commercial corridors in the study area and are zoned Urban Corridor (UC). The area of the original townsite north of Thunderbird and roughly east of El Mirage Road is zoned for Mixed Urban (MU). Larger undeveloped parcels on the east side of the study area are also zoned MU. The rest of the study area is predominantly zoned Suburban Neighborhood (SN) with the exception of the Natural Reserve (NR) zoned parcel for Bill Gentry Park and the one parcel northeast of Grand Avenue zoned for Transit Development (TD). Collectively 50% of the study area is zoned for SN, 30% is zoned for MU, and 18% is zoned for UC.

Figure 20: Zoning Distribution

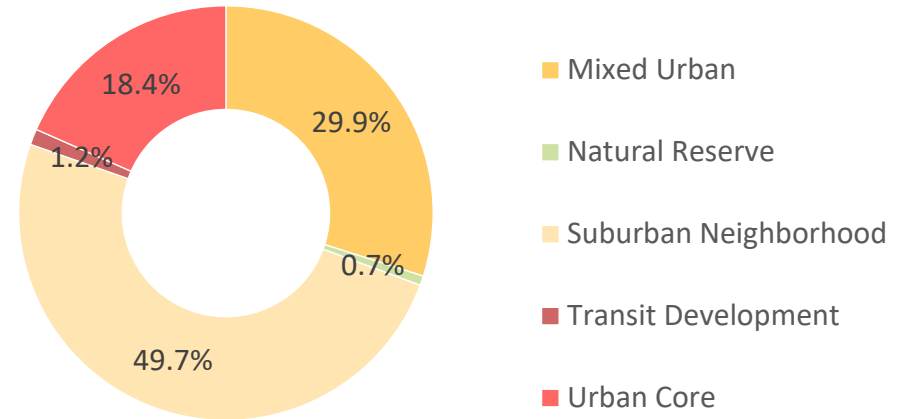


Table 4: Zoning Acreages

Zoning Acronym	Zoning Category	Acreage
MU	Mixed Urban	159.5
NR	Natural Reserve	4.0
SN	Suburban Neighborhood	265.0
TD	Transit Development	6.5
UC	Urban Core	98.0
(N/A)	Right-of-Way Acreage	145.0
Total		678.0

Source: City of El Mirage

Figure 21: Zoning Map

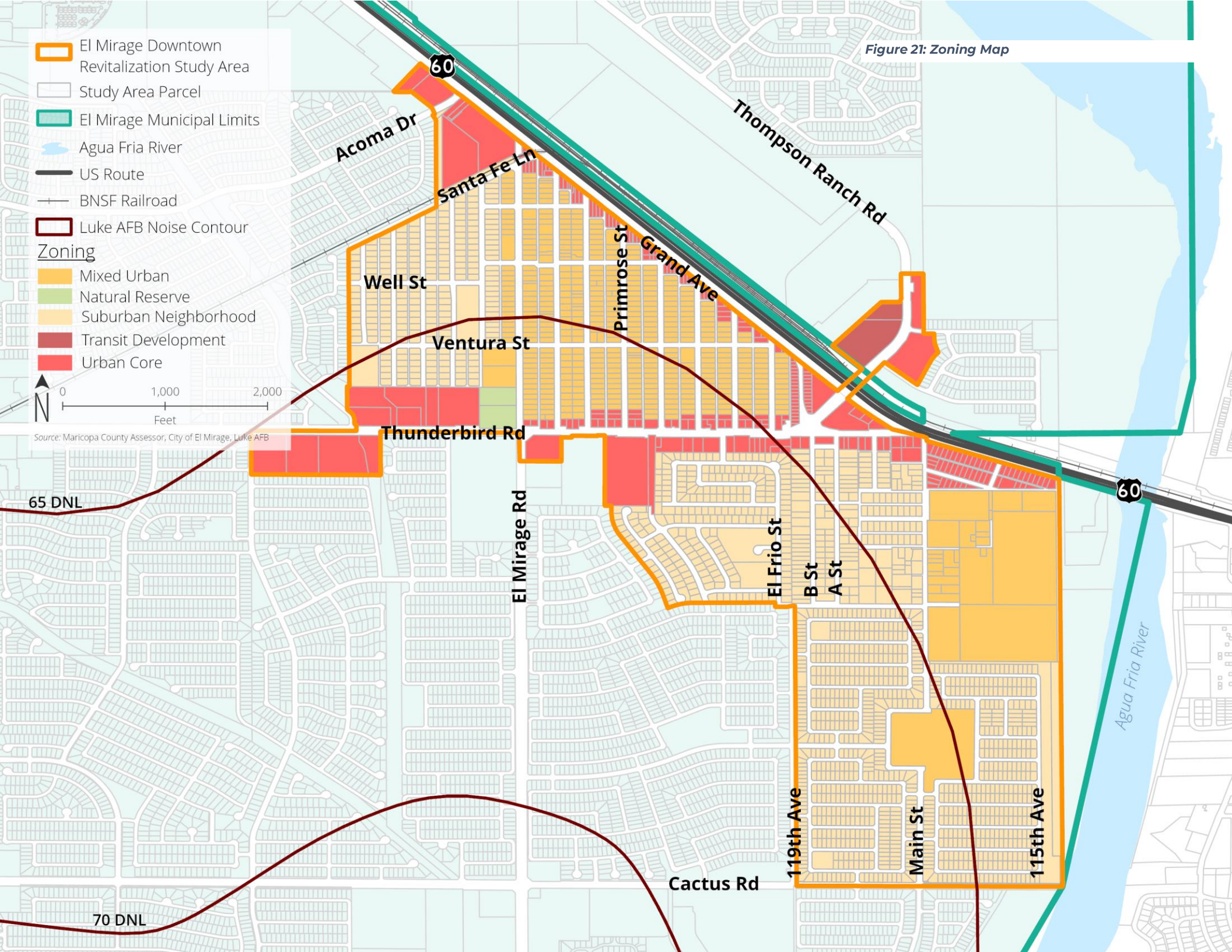
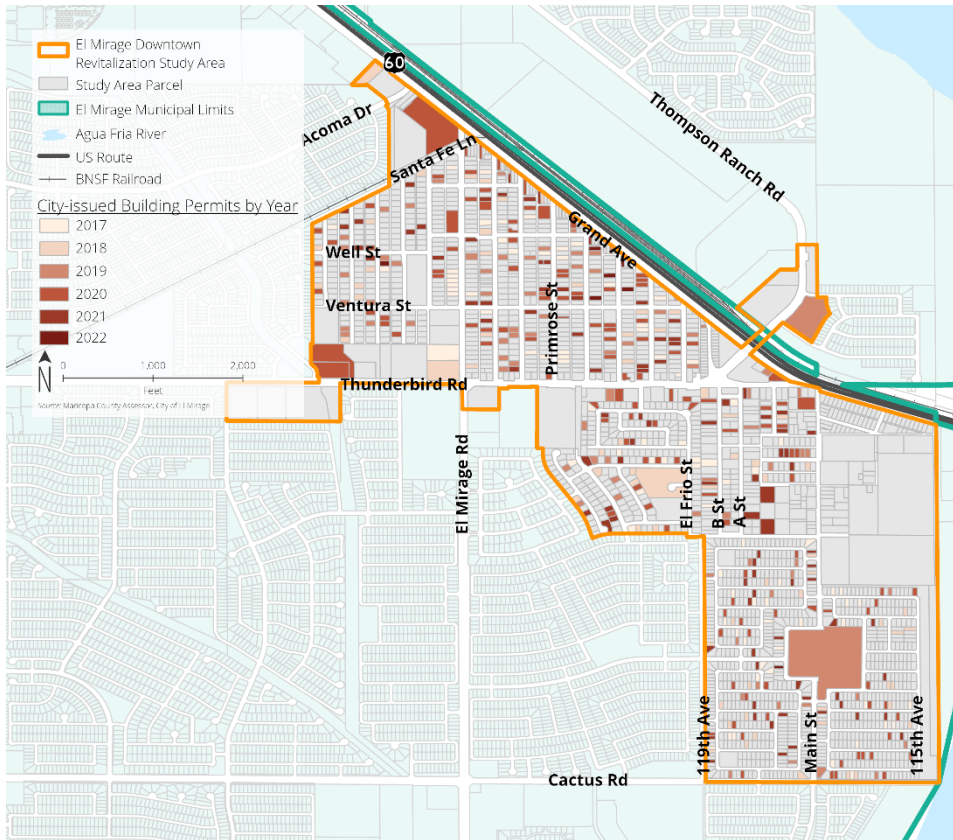


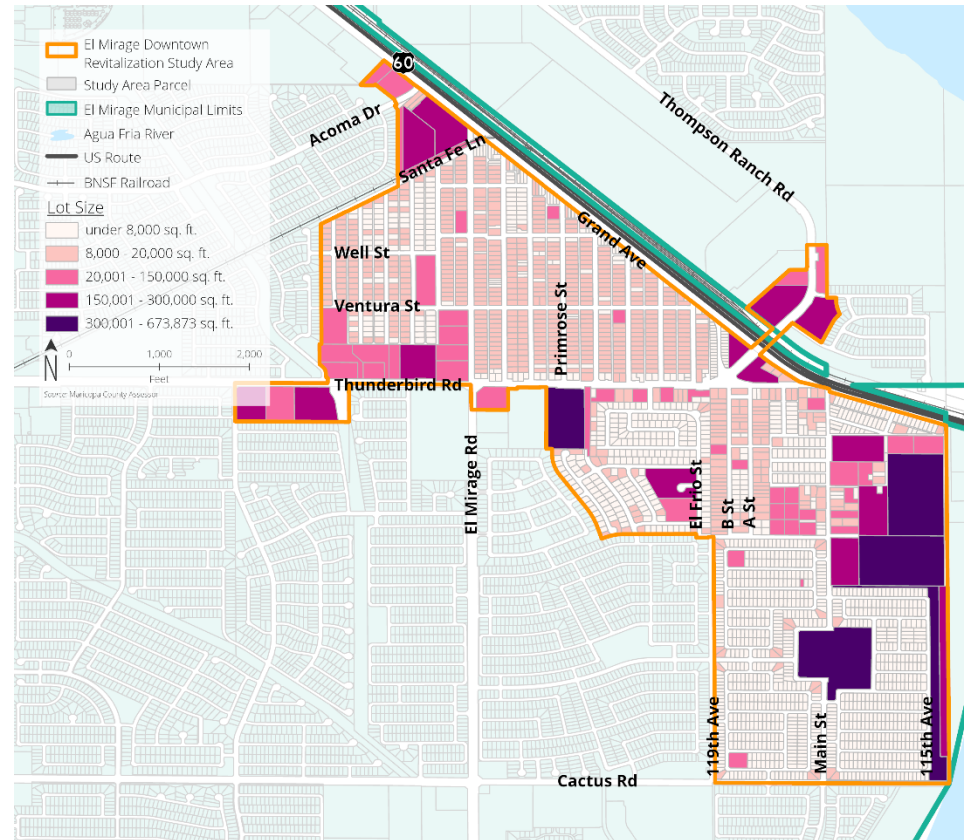
Figure 22: Building Permits



Building Permits

Over the past six years building permits have generally been distributed across the study area. However, many of the larger commercial parcels in the study area were issued building permits in 2020, while many of the building permits in Pueblo Futuro, Sunnyvale, and Arizona Brisas neighborhoods were issued more recently within the past three years.

Figure 23: Lot Size Map



Lot Size

Lot sizes in the study area can roughly be broken down into 3 categories: original townsite residential, 1990s Suburban residential, and larger commercial lots along Grand Avenue and Thunderbird Road. The largest lots are clustered along the east and north periphery of the Study Area as well as at the east and west gateways to Downtown along Thunderbird Road.

Vacant Land

There is a cluster of larger undeveloped lots in the eastern study area adjacent to the former active land fill site. Larger Lots of existing community scale commercial are located at key intersections along Thunderbird Road and Grand Avenue/US Route 60. The largest vacant lots exist northeast of Arizona Brisas neighborhood along the eastern study area boundary with the exception of the large vacant lot along Thunderbird Road adjacent to the Casa El Mirage Apartments. Smaller vacant lots line the north side of Thunderbird Road from El Mirage Road to the junction with the US-60. More than half of the existing vacant parcels are zoned Urban Core (UC). Followed by nearly a third being zoned for Mixed Urban (MU).

Figure 24: Vacant Land Parcel Zoning

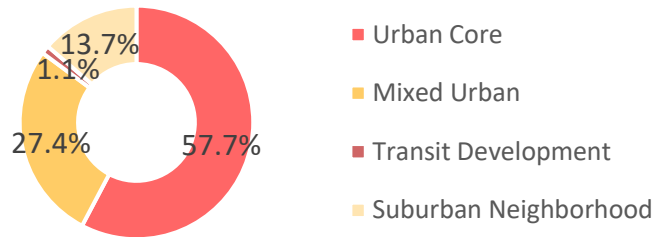
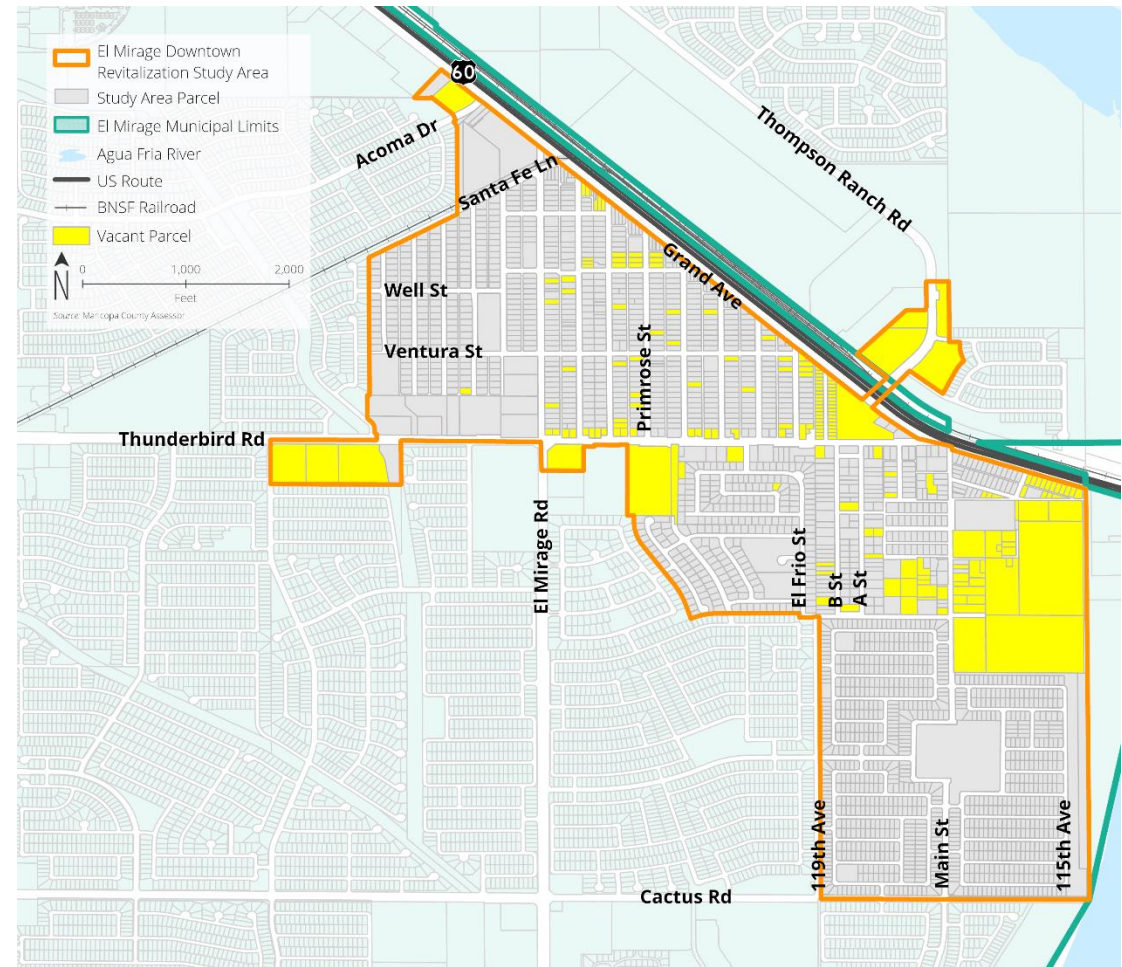


Table 5: Vacant Land Parcel Zoning Distribution

Zoning Acronym	Zoning Category	Number of Vacant Parcels
UC	Urban Core	101
MU	Mixed Urban	48
SN	Suburban Neighborhood	24
TD	Transit Development	2
Total		175

Figure 25: Vacant Land Map



Source: City of El Mirage

Gentry Park Master Plan 2022 Update

As the premier open space amenity in the study area, Gentry Park is a vital component of Downtown El Mirage. The Gentry Park Master Plan was recently updated by the City in 2022. The updated plan focuses on reprogramming the park space to be more effectively utilized as a regional park destination from the results of the Recreation Facility Assessment and Level of Service Analysis.

Crime

Crime counts were evaluated from January 1, 2021 to November 31, 2022. 166 incidents involving Drug Violations accounted for nearly one third (27%) of the crime in the study area. Simple Assault (14%), All other Larceny (11%), Aggravated Assault (6%), and Drug/Narcotic Violations (5%) round off the top 5 crime counts.

Land Ownership

The vast majority of the study area is privately owned. El Mirage owns select parcels in the study area inclusive of Bill Gentry Park, the Municipal Court, Senior Center and El Mirage Community Garden as well as a parcels along Alto Street for Public Works Administration and water utility infrastructure. The City also owns the parcel to the west of the US Post Office, Water tank parcels south of Thunderbird Road and the parcels for North and South Brisas Parks. Linear parcels along the wash alignment, Cesar Chaves Drive alignment and the drainage channel to the east of Arizona Brisas neighborhood are also owned by the City. The Arizona Department of Transportation (ADOT) owns a cluster of parcels at the southwestern intersection of Thunderbird Road and Grand Avenue/US Route 60. The BNSF Railroad owns the parcel just north of Santa Fe Lane for the rail spur on the northern side of the study area. The Housing Authority of Maricopa County owns two parcels of public housing located in the West Downtown neighborhood.

While Limited Liability Companies (LLC's) and out-of-state owned residential parcels are scattered across the study area, the Arizona Brisas neighborhood has a greater concentration of these non-owner occupied housing units than other neighborhoods in the study area.

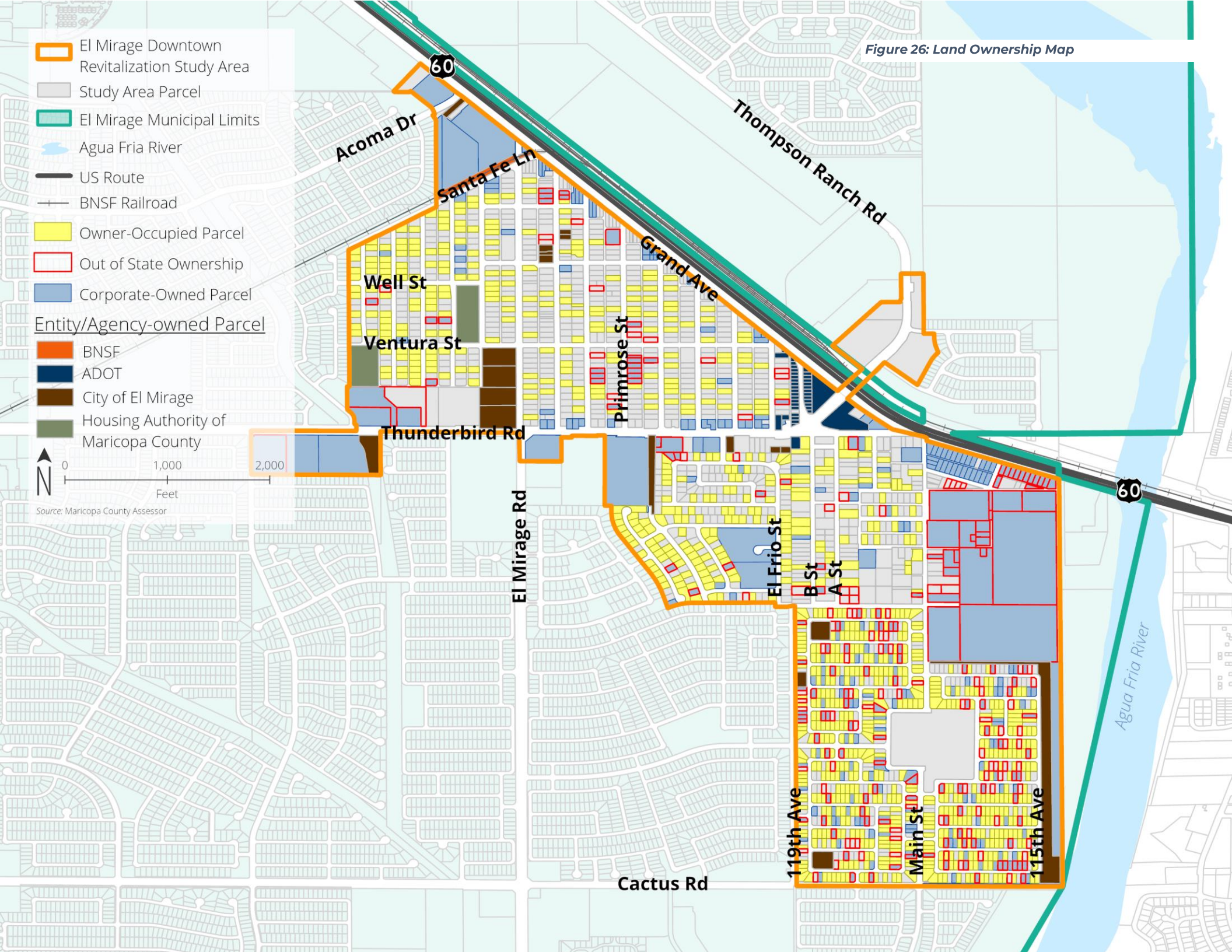
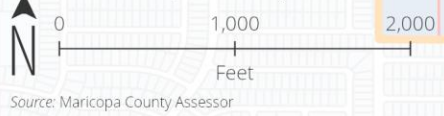
Figure 26: Land Ownership Map

- El Mirage Downtown Revitalization Study Area
- Study Area Parcel
- El Mirage Municipal Limits
- Agua Fria River
- US Route
- BNSF Railroad

- Owner-Occupied Parcel
- Out of State Ownership
- Corporate-Owned Parcel

Entity/Agency-owned Parcel

- BNSF
- ADOT
- City of El Mirage
- Housing Authority of Maricopa County



Development Constraints

Floodplain

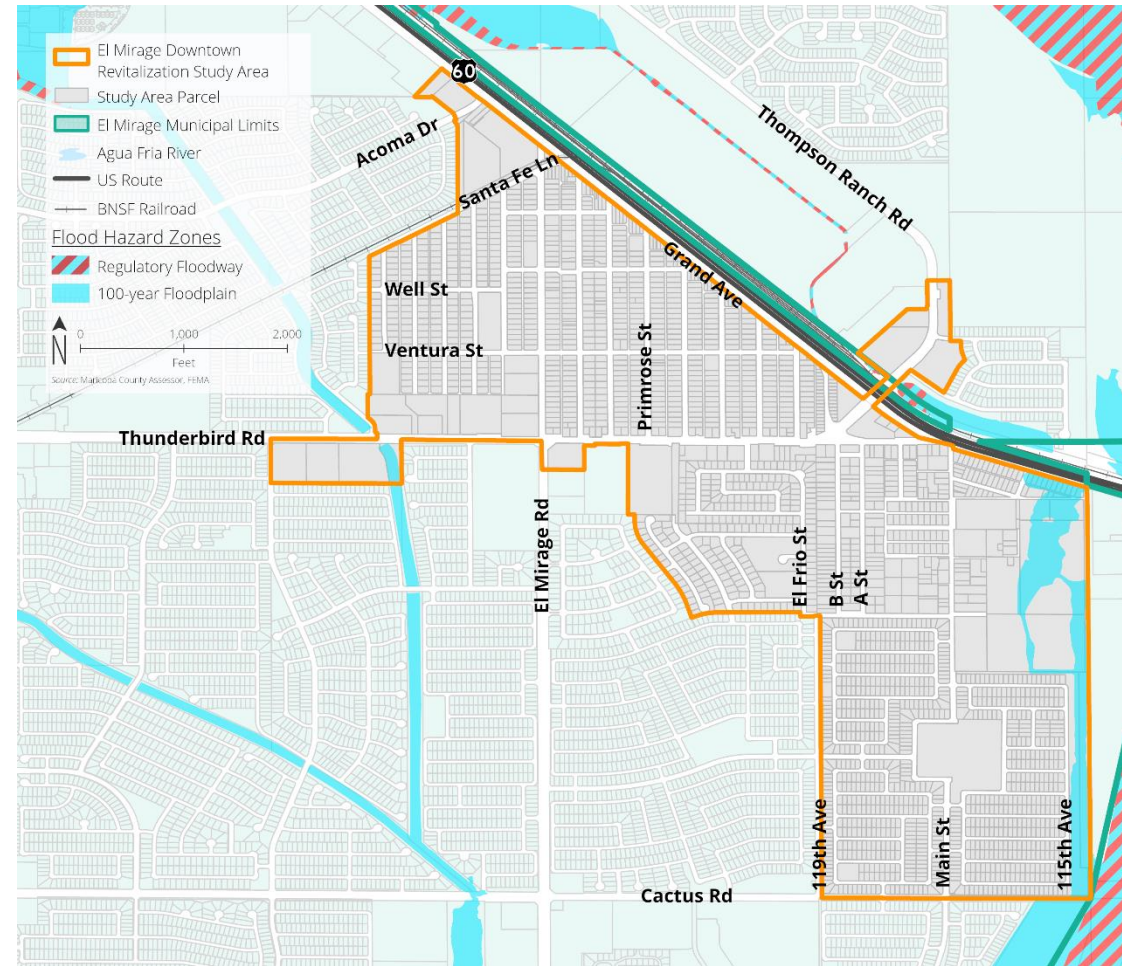
The Agua Fria River is a major floodway within El Mirage and the greater West Valley. While the river abuts a corner of the study area, it does not pose any direct limitation to the development within the study area. Scattered parcels along the eastern side of the study area fall within the 100 year flood plain as well as one parcel in the western portion of the study area south of Thunderbird within a wash that bisects the community.

Some parcels adjacent to the study area northeast along Grand Avenue/US Route 60 and the BNSF Railroad are part of the regulatory floodway. While technically not within the study area, the close proximity of the floodway to vacant parcels within the study area may require further technical considerations and drainage studies for final development.

Luke Airforce Base

Luke Airforce Base is located southeast of El Mirage. Due to the close proximity to the air force base, the City is greatly impacted by the base high noise contours and accident potential zones. Land uses within these areas are greatly limited by state statute A.R.S. §28-8481 to prevent interference with base operations and ensure civilian safety. Nearly half of the study area falls within the 65Idn High Noise Contour of Luke Air Force Base which has significant limitations on new or additional residential development

Figure 27: Floodplain Map



ECONOMIC INDICATORS

Educational Attainment

Over one third of the study area has less than a high school diploma, 29% have a High School Diploma and 10.2% have a Bachelor's Degree or Higher.

Unemployment

El Mirage's City unemployment rate is lower than the State overall and on par with the County overall. Census Tract 609.04 has a similar rate of unemployment around 5-6%. Census Tract 609.02 is higher at 7% and Census Tract 609.03 is nearly twice as high at 9.5% when compared to the City overall.

Poverty

In census tracts 609.03 and 609.04, the amount of people and families experiencing poverty is fairly consistent with the City overall. However, the poverty levels for people and families in census tract 609.02 are significantly higher, nearly double the rates of the City.

Income

The median household income for all three downtown census tracts is lower than the City, county and state median household income. Census tract 609.02 has the lowest median household income at \$43,650 where census tract 609.03 is just below the City's overall median.

Figure 28: Educational Attainment

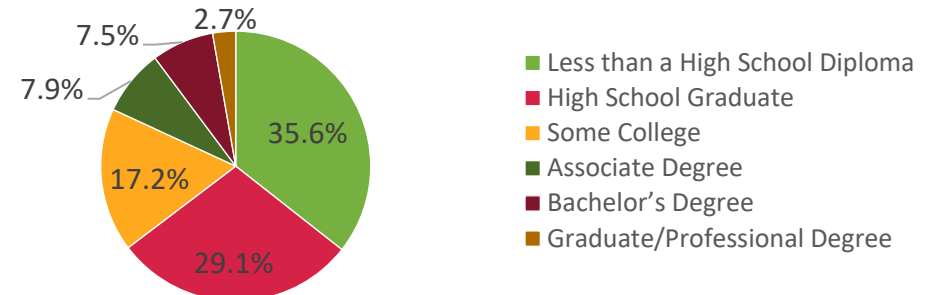


Figure 29: Unemployment Rate

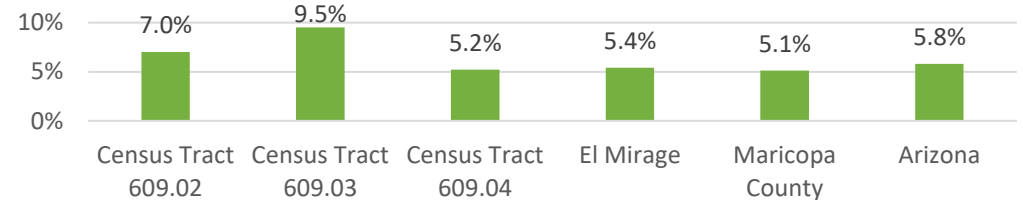


Figure 30: Poverty

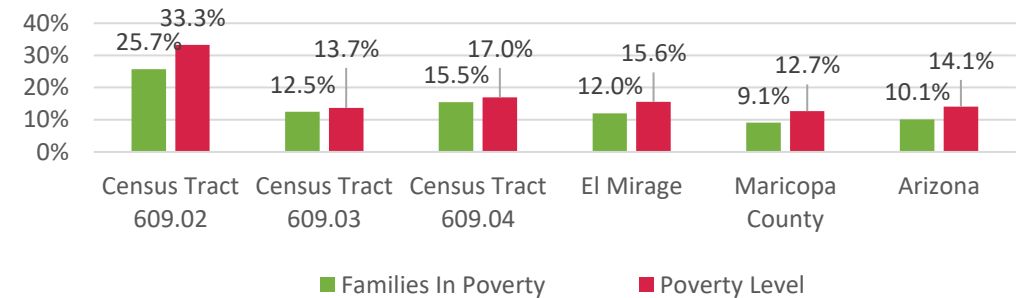
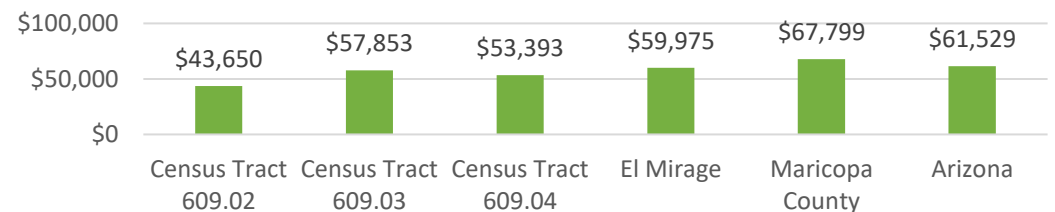


Figure 31: Median Household Income



All data on this page is sourced from: US Census Bureau American Community Survey 2020 5 Year Estimates

Workforce by Industry and Occupations

32% of the City's workforce lives within the study area. Service Occupations account for 28.9% of the workforce in the study area followed by Management, Business, Science and Arts Occupations accounting for nearly one fourth of the workforce as well as Sales and Office Occupations at 20.7%. Professional, Scientific, and Management, and Administrative and Waste Management Services industries employ the most workforce in the Study Area. Other significant workforce industries include Finance, Insurance, and Real Estate; Other Services except Public Administration; Transportation and Warehousing; and Wholesale Trade.

Figure 33: Workforce Occupations

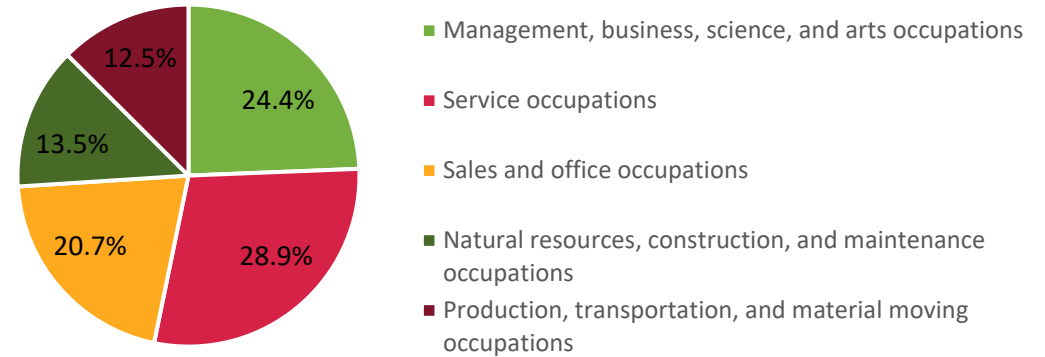
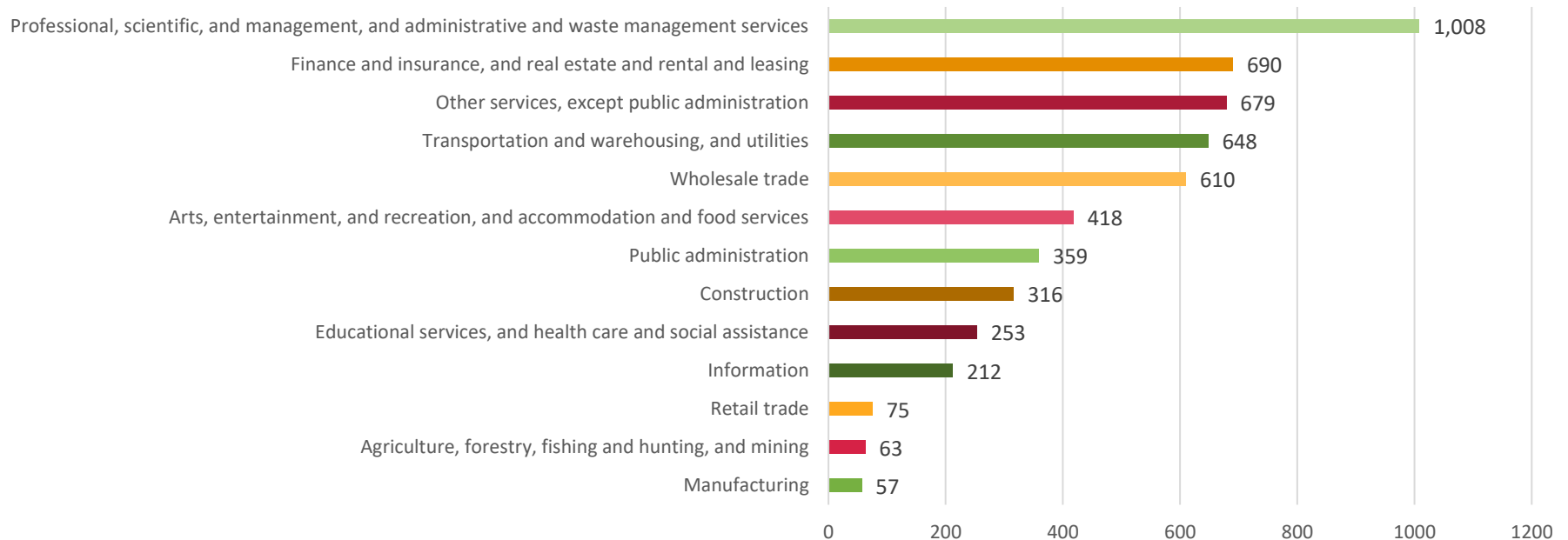


Figure 32: Workforce Industry Distribution



All data on this page is sourced from: US Census Bureau American Community Survey 2020 5 Year Estimates.

BUSINESS & ECONOMIC DEVELOPMENT INVENTORY

Retail Conditions

El Mirage Downtown commercial area provides the basic goods and services for the surrounding neighborhoods. The overall business mix consists of retail, service and food establishments. Coury's Grand Plaza is the main shopping center located in the study area with Food City as the main anchor. The remaining commercial enterprises within the Study Area are primarily scattered along the Grand Ave frontage road and Thunderbird Road. Old City Hall is located in the original townsite which now houses the Fellowship Church. Using a windshield tour for general reference, the overall condition of the commercial building stock in the study area ranges from needing minimal improvements (signage, paint, window replacements) to major façade renovations. El Mirage Road between Thunderbird Road and Santa Fe Lane is primarily residential on the east side of the road with Bill Gentry Park, the El Mirage Senior Center and the El Mirage Community Garden anchoring the west side of the street. The streetscape in this section of the project area has been reduced from four lanes to just two lanes of traffic with bike lanes, new sidewalks and landscaping added, all creating a friendlier and more walkable experience for residents and visitors. Just south of the project area along El Mirage Rd is the relocated new El Mirage Library which also adds to the synergy of this area.

Thunderbird Corridor consists of a mix of several shopping centers including Walmart anchoring the west boundary (at Dysart Rd. and Thunderbird Rd.) and the West Thunderbird Plaza and Plaza El Mirage. West Thunderbird Plaza is anchored by Domino's with a variety of other smaller shops and appears to be vibrant and in good physical condition. Plaza El Mirage appears to be underutilized and somewhat vacant with only one pop up restaurant operating in the parking lot. The Bill Gentry Park is located at the intersection of El Mirage and Thunderbird and adjacent to Plaza El Mirage. On the east end of Thunderbird Rd. there are a variety free standing business that are in varying condition from the new Family Dollar store to some needing major renovations.

There are a number of infill opportunities along the Thunderbird Corridor ranging from less than an acre to over 8 acres. All of the sites are currently in private ownership with the City owning no parcels within this section of the project area.

Buildings of Note

- City Building/Facilities
 - Bill Gentry Park (14010 N El Mirage Rd)
 - El Mirage Senior Center (14010 N El Mirage Rd)
 - El Mirage Community Garden (14010 N El Mirage Rd)
 - El Mirage Public Works Utility Customer Services (14011 N 1st Ave) (pending move)
 - El Mirage Community Services - Cada Uno Building (14406 N Alto St) (pending move)
 - Municipal Court (14010 N El Mirage Rd)
- US Post office (11925 W Thunderbird Rd)
- Community Health Center (12428 W Thunderbird Rd, El Mirage, AZ 85335)
- Dysart Community Center (14414 N El Mirage Rd)
- Retail Plazas
 - Coury's Grand Plaza (Food City Plaza) (12321 NW Grand Ave)
 - West Thunderbird Plaza (12500 W Thunderbird Rd)
 - Plaza El Mirage (12420 W Thunderbird Rd)
 - Blue Retail Building (12102 W Thunderbird Rd) (See #4 on Table 6)

Building Vacancies

There are currently five building vacancies identified by the City's Economic Development Department for business attraction. Four of those sites are zoned Urban Core, with the remaining site zoned Mixed Urban. Sites 3 and 4 are retail plazas and sites 1, 2, and 5 are light industrial uses. Site 5 has been identified for redevelopment from the City. The Mercado, also known as Plaza El Mirage (12420 W. Thunderbird Road), is only 25% occupied. A real estate report prepared for the City lists the building constructed in 1980 with a total of 48,000 sq ft.

The two largest commercial areas are Thunderbird Plaza and Coury's Grand Plaza, both of which are fully occupied. Auto Zone purchased a vacant building near Walmart and has expansion plans for the space. Coury's Plaza rents month-to-month and is primarily Spanish speaking businesses. Food City is the anchor and total square footage for the plaza is 62,000 sq ft. The plaza was built in 1976. The City currently has approved plans for a Rally Burger, Jiffy Lube, and El Mirage Car Wash within the study area.

Figure 34: Map of Building Vacancies

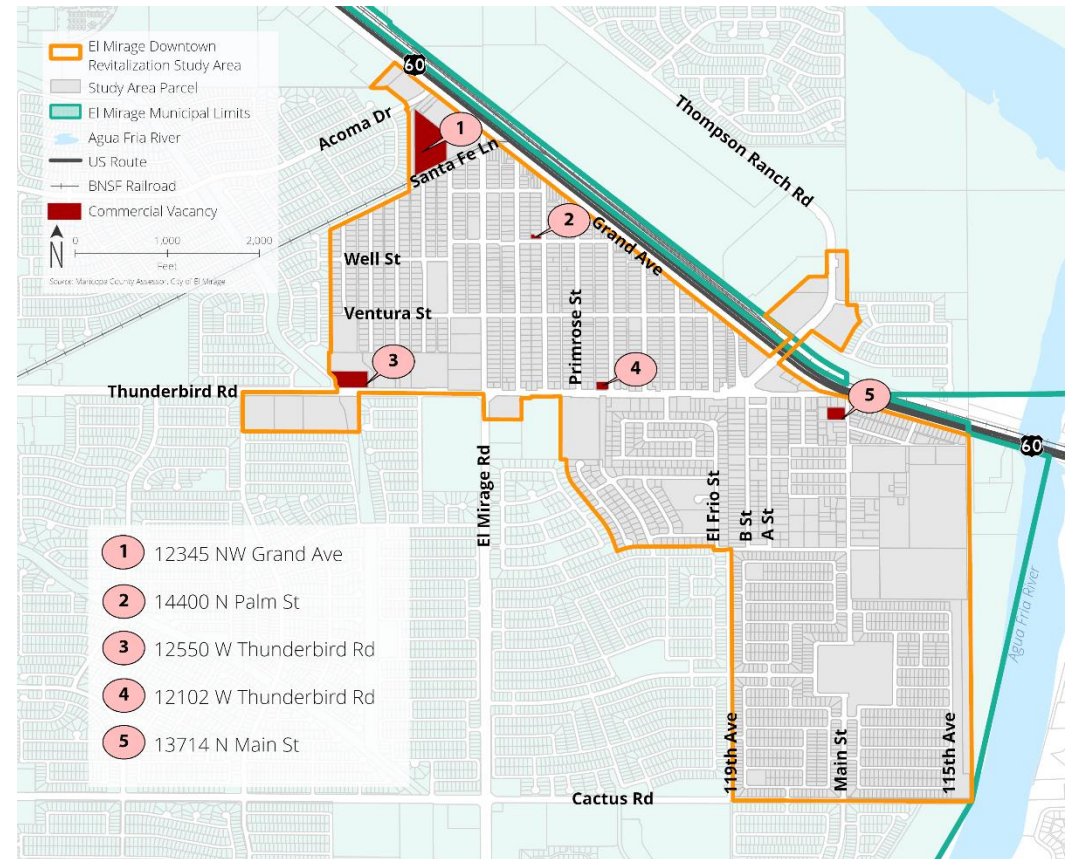


Table 6: Vacant Buildings in Study Area

Site #	Address	Type of Space	Min. Size	Max Size	Zoning	Year Built	Total Acres	Opportunity Zone	Status
1	12345 NW Grand Ave	Industrial	12,000 sqft	12,000 sqft	UC	1969	5	No	For Sale
2	14400 N Palm St	Industrial	2,200 sqft	2,200 sqft	MU	2012	0.18	Yes	For Sale
3	12550 W Thunderbird Rd	Retail	950 sqft	2,176 sqft	UC	2004	2.01	Yes	For Lease
4	12102 W Thunderbird Rd	Retail			UC	2005	0.35	Yes	For Sale
5	13714 N Main St	Industrial	32,670 sqft	32,670 sqft	UC	2022	0.75	No	For Sale

Source: City of El Mirage

MAG Employment Data

The Maricopa Association of Governments compiles regional employment data via a survey of businesses with five or more employees. From this survey the Top 5 Ranking Employers in the study area are identified in **Table 8** with ties for 4th and 5th place. Significant employment clusters for the study area are within Retail, Business and Consumer Services (*See Table 7*).

Health of Business Mix

In the Retail Leakage and Surplus Analysis report completed for the City by Buxton, the quantitative comparison of retail leakage and surplus in the twelve major store types indicated that El Mirage has an estimate retail sales leakage of \$57,175,373. Retail leakage means that residents are spending more for products than local businesses capture suggesting that there is unmet demand in the trade area and that the community can support additional store space for all twelve of the major store types.

Table 7: Employment Cluster Summary

Cluster	# of Employers	# of Employees
Business Services	1	140
Consumer Services	11	120
Retail	7	110
Education	2	80
Transportation & Distribution	3	50
Construction	3	30
Finance, Insurance, & Real Estate (FIRE)	3	20
Government, Social, & Advocacy Services	2	20
Telecommunications	3	20
Health Care	1	7
Media, Publishing & Entertainment	1	5

Table 8: Top 5 Employers by Number of Employees

Rank	Employer Name	# of Employees	Cluster	NAICS Description
1	Parks & Sons of Sun City Inc	140	Business Services	Solid Waste Collection
2	Dysart Unified School District 89	80	Education	Elementary and Secondary Schools
3	Food City	70	Retail	Supermarkets and Other Grocery (except Convenience) Stores
4	Rio Mirage Cafe Y Cantina	30	Consumer Services	Full-Service Restaurants
	United States Postal Service	30	Transportation & Distribution	Postal Service
5	Mario's Pizza	20	Consumer Services	Limited-Service Restaurants
	Grand Enterprises Inc	20	Construction	Residential Remodelers
	Dominos Pizza	20	Consumer Services	Limited-Service Restaurants

Sources: Maricopa Association of Governments Employers of 5+ Employees Database

Small Business Roundtable Discussion

On August 17, 2022, The City of El Mirage held a roundtable discussion and conducted small business visitations. Two of the 11 businesses in attendance of the roundtable meeting were located in the study area. Flyers, social media, digital boards, and personal visits were employed to notify 49 businesses about the meeting. The City also spoke to 17 Spanish speaking businesses to gather information on training needs and encouraged them to attend the roundtable event. Comments from businesses in the study area from the meeting and visits include the following:

- Property crime to include graffiti, illegal dumping, shoplifting, and loitering are the prime issues small businesses face.
- Inadequate parking east of El Mirage Road on Thunderbird is an issue.
- No businesses took advantage of PPP or Idle Loans during the pandemic.
- Many businesses struggle with hiring and keeping employees.
- Businesses are very concerned with rising costs from suppliers.
- Most businesses have recovered from losses due to the pandemic.
- Auto repair is doing better because people are holding on to their old vehicles.
- RV sales have increased as a result of the pandemic.

Economic Development Incentives

Opportunity Zone

The 2017 Tax Cuts and Jobs Act created the Opportunity Zone tax incentive program to encourage public and private investment into economically distressed areas. This designation encourages capital investment into select census tracts in each state. Census tract 609.02 in the City of El Mirage has been identified as an Opportunity Zone and covers the northern portions of the study area roughly from Thunderbird Road North to Grand Avenue and the BNSF rail spur/Santa Fe Lane.

HUBZone Program

The US Small Business Administration facilitates the HUBZone program for fostering small business growth in historically underutilized business zones. The program aims to award at least 3% of federal contract dollars to HUBZone certified companies each year. All three census tracts within the study area are SBA HUBZone designated. Qualified businesses within these census tracts may qualify for set-aside contracts from the federal government.

Other Incentives:

- New Market Tax Credits
- No Development Impact Fees – Savings can reach to more than \$600k
- Accelerated permitting process
- No Additional Construction Sales Taxes
- Pre-Approval Foreign Trade Zone – Up to 75% property tax reduction
- Arizona Job Training Program – Up to \$5k per eligible new employee
- Qualified Facility Tax Credit Program – Provides a refundable tax credit
- Accelerated depreciation on real property
- Quality Jobs Tax Credit – Qualifying companies may receive up to a \$9k income tax credit for each new “quality job” created over a three-year period.
- Private Activity Bonds – Issued by local industrial development authorities on behalf of local government entities for private users.
- Programs – The City has offered classes designed to help small businesses and entrepreneurship at the new library.

Organizational Structure Supporting Commercial Revitalization

Many economic development organizations contribute to the long-term success of communities and their downtowns. El Mirage is an active participating member of International Council of Shopping Centers (ICSC), Urban Land Institute (ULI), and WESTMARC. The City does not have an official business association or Chamber of Commerce specific to El Mirage. However, the Surprise Regional Chamber of Commerce serves five communities of the northwest Valley: Surprise, Sun City, Sun City West, El Mirage and Youngtown since 1963. The nearest Small Business Development Center (SBDC) is located at Glendale Community College in Glendale.

Marketing and Promotional Activities

Community Events and Programming

El Mirage has a well-developed community programming schedule. The City hosts four large community events: Fall Harvest Festival (October), Winterfest (December), Public Safety Day (February), and Spring Faire (April). The City offers businesses the opportunity to apply to be a community vendor and/or a food vendor in addition to sponsorship opportunities for each of the events. It was estimated that 5,000 attended the 2022 Fall Harvest Festival.

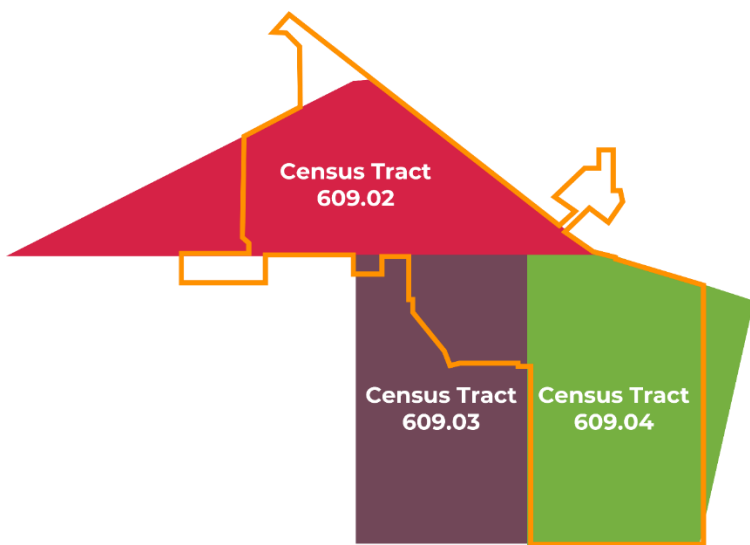
Communication and Social Media

The City Quarterly Newsletter, “El Mirage Connect”, is printed and mailed quarterly to all El Mirage households and businesses as well as made available electronically on the City’s website. The City also maintains a Facebook page (4.8k followers); Twitter (2,124 followers); Instagram (1,297 followers), YouTube Channel (26 subscribers), Next Door account and LinkedIn Business Profile (582 followers).

OPPORTUNITIES & CONSTRAINTS

This section provides recommendations based on the key findings from the study's existing conditions and public input. Opportunities and Constraints are identified to form a foundational starting point for the Study Area.

Figure 35: Study Area Census Tracts



KEY FINDINGS

The overwhelming majority of the study area's housing stock is detached single family units that were built during the 1950's and owner occupied. Much of the housing stock in the West Downtown, East Downtown North Thunderbird, East Downtown South Thunderbird, and Sunnyvale neighborhoods is at least 50 years of age, making them eligible for potential registration and designation as historic properties. Census tract 609.04 has seen a greater increase in rental housing units over time than compared to the other two downtown census tracts specifically in the Arizona Brisas neighborhood. Both sales prices and rents have increased in El Mirage over the past decade with a significant shift in affordability. The onset of the COVID-19 Pandemic caused a surge in housing prices in 2020 that has only been further exacerbated in 2021 and 2022 with more housing market volatility.

Census tract 609.02 has consistently different economic indicators than the other two downtown census tracts. This is inclusive of a lower median household income, higher median age and average household size, as well as higher rates of poverty and unemployment.

Overall, the higher median age and larger household sizes are indicative of older families and multi-generational families living within the study area. This is further represented with the larger populations of under 19 years of age and the 35-54 Age Cohorts.

The study area has a workforce highly specialized in Service Occupations within Professional, Scientific, and Management, and Administrative and Waste Management Services Industry. Most people within the study area have a high school education or higher.

Land Use and Zoning overall are fairly conducive to promoting redevelopment and should not pose a significant impediment to development potential. Existing commercial development is localized along Thunderbird Road and Grand Ave/US Route 60. The Thunderbird Core Land Use promotes a more pedestrian friendly character along Thunderbird Road, a key commercial corridor in the study area. The East Downtown North Thunderbird neighborhood and the large cluster of vacant parcels along the eastern boundary of the study area south of Plaza Manuel Ortega Apartments hold more flexibility in development potential with their current land use and zoning designations.

The Floodplain of the Agua Fria does not impede the development potential of the study area, however some parcels remain greatly impacted by 100 year flood plain hazard inclusive of the wash parcel in the western study area and the cluster of large vacant parcels along the eastern boundary of the study area. Special considerations for drainage may be needed due to the close proximity of a regulatory floodway to the vacant commercial sites north of Grand Avenue/US Route 60.

Nearly half of the study area falls within the 65 DNL Noise Contour of Luke AFB greatly limiting further residential development along most of Thunderbird Road and the Pueblo Futuro, Sunnyvale, and Arizona Brisas neighborhoods.

Most of the vacant land in the study area is centrally located along Thunderbird Road and Thompson Ranch Road. Other significant clusters of vacant parcels exist northeast of the Arizona Brisas neighborhood along the eastern study area

boundary and smaller clusters along Grand Avenue/ US Route 60 and in the East Downtown North Thunderbird neighborhood. Vacant lot sizes along Thunderbird are conducive to retail development but may require shared parking solutions to maximize developable space. One of the biggest challenges for commercial growth in the revitalization area is lack of leasable space. Most retail buildings are occupied and the cost to build is too high at this point in time.

ADOT owns a significant cluster of vacant parcels at essentially the gateway to the downtown area at Thunderbird Rd. and Grand Avenue/US Route 60.

All three downtown census tracts are designated in the SBA HUBZones and census tract 609.02 is designated as an Opportunity Zone both of which have great potential for expanding investment into local businesses in the area.

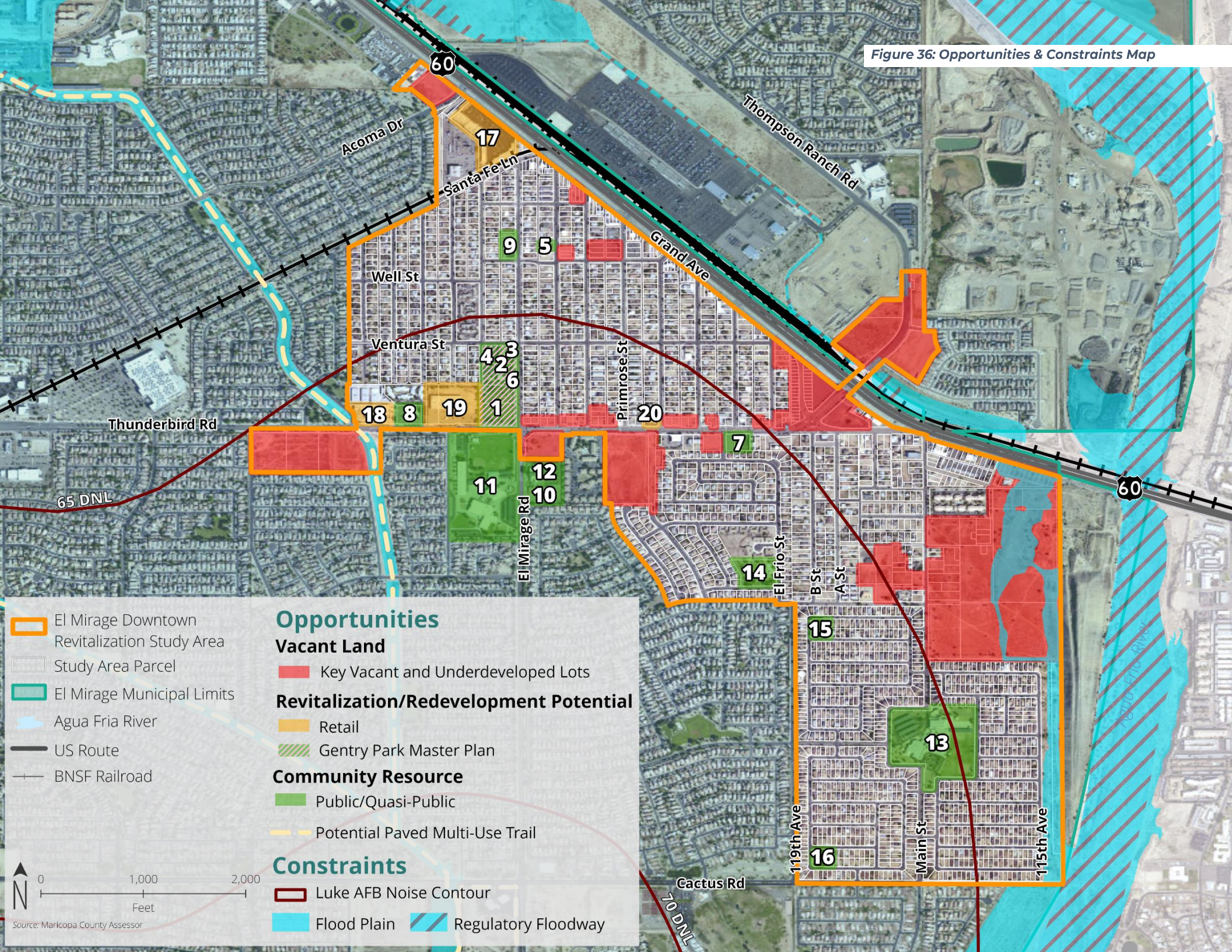
Study Area Assets

In terms of regional transportation, the study area is well connected regionally with both the US-60 and BNSF Railroad, which could possibly support commuter rail in the future, presenting significant assets to the Downtown Area. Proposed trail alignments along the wash corridors through the City could also provide additional multi-modal connectivity. The study area also contains a variety of assets inclusive of public/quasi-public community resources and retail plazas that are currently vacant. Collectively, these assets provide opportunity for more consistent foot traffic with regular and specialized trips to downtown. These assets are identified in the following table and map.

Table 9: Study Area Assets Inventory

#	Asset	Asset Type
1	Bill Gentry Park	Public/Quasi-Public Community Resources
2	Senior Center	
3	Community Garden	
4	Public Works Utility Customer Services	
5	Community Services - Cada Uno Building	
6	Municipal Court	
7	US Post office	
8	Community Health Center	
9	Dysart Community Center	
10	Library	
11	El Mirage Elementary School	
12	Fire Station	
13	Riverview Elementary School	
14	Pueblo Futuro Neighborhood Park	
15	North Brisas Park	
16	South Brisas Park	
17	Coury's Grand Plaza (Food City Plaza)	Retail Plazas
18	West Thunderbird Plaza	
19	Plaza El Mirage	
20	12102 W Thunderbird Rd	

Figure 36: Opportunities & Constraints Map



REVITALIZATION STRATEGY

Created using information obtained through the existing condition assessment and priorities identified through the community engagement process, the Revitalization Strategy outlined in this section is intended to provide an implementation roadmap for Downtown El Mirage.

The organization of this section has been broken out into two components, Downtown Vision – “Where we are headed” and Revitalization Concepts – “How We’ll Get There”. Each Concept is defined by a set of strategies that are then supported by specific actions that can be carried out by the City, local stakeholders, private investors and/or residents. While many of the strategies and actions outlined within the section can be addressed through independent efforts, the greatest level of success will most likely be achieved through collaborative partnerships.

Through public input and coordination with key stakeholders, the following vision statement was drafted to form the basis for the El Mirage Downtown Revitalization Concepts described and illustrated within this section.

Downtown Vision

Downtown El Mirage is the city’s centerpiece, offering a casual environment where residents and visitors of all ages can gather. New development provides a cultural mixture of uses that enhance the visual quality and capacity of the area, while also preserving compatibility with existing character contributing development. Downtown includes a diverse range of housing types, retail uses, services, public spaces, and recreational opportunities. It functions as the heart of the community, offering opportunity for residents to create stronger social bonds as well as provides destination opportunities for visitors from the greater region.

Revitalization Concepts

The Revitalization Concepts are guided by an overarching vision and then sorted into five topic areas – Perception & Safety, History & Culture, Community Building, Economic Opportunity & Growth, Experiences & Public Realm. Each Revitalization Concept is structured by specific strategies, which are further supported by outlining individual actions that provide more direct implementation guidance. While many of the strategies and actions outlined within the section can be addressed through independent efforts, the greatest level of success will most likely be achieved through collaborative partnerships.

Welcome, Clean & Safe Must be the Baseline

- Perception & Safety -



Celebrate Downtown's existing assets and ensure future growth supports the creation of an attractive and safe district. Businesses should contribute to the overall character of the area, homeowners must feel that ongoing property maintenance and improvement investments will pay off, and residents overall should feel good about living in the downtown area.

DO

Strategy: Keep downtown as clean and visually appealing as possible.

Actions:

- On a quarterly basis, assemble a group of Downtown business/property owners and residents to conduct a thorough assessment of the overall cleanliness of Downtown (including adjacent neighborhoods) and the condition of all public amenities. Create a checklist and forward any issues or concerns to the appropriate agency, property owner, or business owner.
- Hold a "Spruce Up Downtown" event, potentially in late October (fourth Saturday of the month) in conjunction with National "Make a Difference Day".

- Create and distribute a "Downtown Clean and Safe" bulletin that lists clean and safe information relevant to Downtown businesses, commercial property owners, and Downtown residents.

Strategy: Encourage neighborhood/property owner-initiated improvements and beautification work on existing properties.

Actions:

- Coordinate with HUD and other not-for-profit organizations to explore property improvement grants. Promote and utilize funding resources, such as CDBG and HOME program funding, to provide owner-occupied housing rehabilitation assistance and/or advance home repairs to address health and safety hazards. This includes continuing/educating residents on programs such as the Community Action Program (CAP).
- Continue to encourage key property and business owners to improve their storefronts and business signage to enhance downtown's image by promoting and showcasing best practice conditions that contribute to the positive character of the surrounding area.
- Promote high-quality infrastructure and amenity improvements in strategic public areas to further bolster the confidence of property owners to invest in their properties and establish higher standards when they do. Improvements to these public areas will be highly visible to residents citywide and the broader market, so their contributing impact will be greater.
- Continue ongoing and consistent Code enforcement efforts. Code enforcement staff should undertake proactive inspections rather than rely solely on a complaint-based system.

DON'T

Spend too much time or effort ridding select areas of problem properties. All communities have them. Often, focusing limited time and resources on negative conditions is far more costly than leveraging pre-existing strengths.

Tell the Authentic Story

- History & Culture -



Build on the historic and cultural assets of El Mirage and the downtown area to create a place and a culture of inclusivity unlike any other.

DO

Strategy: Position Downtown as a destination by building on El Mirage's heritage and cultural assets.

Actions:

- Downtown needs a better-defined brand that speaks to its unique identity and tells an authentic story. Develop a unified visual concept (logo) and message for both "Thunderbird Blvd." as well as "Downtown El Mirage" and incorporate it in all marketing collateral used for each specific area and encouraging businesses to use the logo in their own advertising and marketing campaigns.
- Implement new Gateway Signage that is specific to Downtown El Mirage.
- Look for opportunities to celebrate Downtown's culture and history in public places (murals, celebrations, streetscape improvements, public amenities). Focus on significant clustering of cultural assets to maximize affect. Consider establishing a citizen led art commission or working group that can help to recommend and prioritize program efforts.

- Welcome opportunity for spontaneous cultural programming. Emphasize temporary, interactive, engaging works that utilize existing infrastructure (bus shelters, utility boxes, light posts, sidewalks and crosswalks). Collaborate with west valley art organizations like WHAM or non-arts community-based organizations like schools, churches, social service agencies, and recreation centers that provide cultural opportunities as part of their programming.
- Look for opportunities to fully leverage new developments for entrepreneurial and business opportunities as well as bringing new markets to downtown.
- In concert with forming a downtown business group, develop a marketing campaign to help promote Downtown and its amenities to locals, new residents, dayworkers, etc.

DON'T

Remove the Downtown area of older homes and buildings, unless buildings are structurally unsafe. Just because an older building is in disrepair, does not mean it should be demolished. Seek federal, state, and/or private grant funding or historic designation status to unlock funds to help facilitate culture and character preservation.

Create Healthy Neighborhoods

- Community Building -



Expand the places and spaces for people in Downtown to connect with one another and create stronger social bonds. Building connections improves a community's ability to respond to, withstand, and recover from adverse situations.

DO

Strategy: Through purposeful interactions and design approaches, connect neighbors socially and neighborhoods physically to each other.

Actions:

- Work to create a sense of pride within individual neighborhoods by establishing and/or promoting an identifiable name. Branding neighborhoods can help to create a unique identity and allow for variation of desired character and uses.
- Identify residents or homeowner associations who are active "champions" for the betterment of the downtown area and connect them to each other to increase the social capital of the area and increase shared decision making.
- Assist resident champions in working together on small projects such as blight remediation, facilitation of pop-up block parties, or other such activities to foster neighborhood relationships.

- Explore opportunities to enhance non-vehicular connectivity, by identifying local or collector classified roadways as walkable, multi-modal transportation corridors that can connect to Thunderbird Road and the larger planned community trail system. One example could consist of enhancing 119th Ave and El Frio St, from Cactus Road to Thunderbird Road.

Strategy: Create complete and healthy neighborhoods that provide complimentary land uses and amenities within their borders to meet the lifestyle needs of its residents.

Actions:

- Work with supporting agencies, like Chicanos Por La Causa, to advance affordable housing initiatives and programs.
- In response to community survey results, rather than establish a regional destination center that seeks to attract visitors from the greater region or a niche place that seeks to offer residents with convenience retail stores, promote downtown as a meeting place that is the center of community activities with a mix of coffee shops, brew pubs, cultural and recreation spaces.
- Encourage development of vacant smaller parcels that front onto Thunderbird Road by utilizing on-street parking efficiently and strategically to reduce off-street parking needs.
- Long term, as vacant parcels along Thunderbird Road are developed, consider opportunities to strategically locate public parking on the west side of El Mirage Road adjacent to Bill Gentry Park and on the east side of El Mirage Road in proximity to existing transit stops.

DON'T

Institute efforts that specifically focus on accommodating new populations that ignore the needs of longstanding residents who have sustained the neighborhood over time.

Double-Down on Investment & Entrepreneurship

- Economic Opportunity & Growth -



Bring more buzz to Downtown through promoting small-business investment with emphasis on empowering local entrepreneurs.

DO

Strategy: Continue to balance local small shop operations with select formula-based regional and nationally recognized businesses through a strategic business recruitment program matching type of businesses with appropriate locations.

Actions:

- Look for the highest and best uses for vacancies and infill opportunities that will support the vision for Downtown.
 - Work with land brokers and real estate agents to ensure they are marketing smaller, vacant parcels that are contiguous (particularly along Thunderbird Rd), together as larger parcels to expand their development potential.
 - Be open to flexible, creative ways to activate street-front retail and support smaller shop formats by seeking out cutting edge, newer types of formats (such as pop-up businesses in empty storefronts, vendor kiosks,

merchandise/retail & restaurant mix type of concepts, several businesses sharing same location, etc.)

- Continue to explore the dynamics of downtown's business clusters as they evolve so that new business prospects can be guided to strategic locations
- Establish priority recruitment targets and locations.
 - Utilize the findings from the various market analyses, reports, and surveys to create a list of potential business prospects to pursue. Assess each business's site location needs including space requirements, median household income, and parking. Determine potential Downtown locations for each business on the list.
 - Assemble a business recruitment packet consisting of strategic market data and promotional information. Develop marketing materials that showcase the vision for Downtown El Mirage and its location, area amenities, demographics, and potential commercial demand.
 - Host a biannual broker round table meeting to discuss vacant commercial space, upcoming opportunities, and other related issues or concerns among the Downtown commercial building owners and management companies.
 - Achieve a strong, consistent presence on the Internet that globally markets downtown El Mirage as a great location to establish a business. The City of El Mirage's website should communicate to potential business prospects the desirability of locating future ventures in the Downtown and provide abundant information to help prospects make the decision to do so.
 - Link economic development and business support organizations websites to the City's site.
- Reveal leads for new business prospects by networking inside and outside the community.
- Leverage public facilities and their uses as a means to attracting residents to Downtown.

Strategy: Implement a comprehensive business-strengthening program focused on assisting businesses with sustaining their existing ventures (retention) and supporting their efforts for growing (expansion).

Actions:

- Maintain an accurate database of all Downtown business and property owners.
- Conduct systematic business visitations to build a stronger network among the Downtown business community, help link businesses with resources and technical assistance, and identify any issues or concerns.
- Provide education and technical assistance to enhance business-operating practices, such as connecting small businesses with APS to provide energy efficiency opportunities to reduce operating costs.
- Form a business group that represents the local business community to assist with strengthening the communication and relationships between the City and the downtown businesses.
- Create and distribute a business and property owner electronic — “Downtown News Flash”.
- Host a Downtown business and property owner brown bag lunch to gather feedback from owners regarding their current needs or issues concerning leasing, improving, or selling their properties. Consider periodically having a guest speaker to discuss such topics as the Americans with Disabilities Act, financing available for rehabilitations, and fire and safety regulations.

- Offer an annual “Tour of Downtown” to showcase new openings, redevelopment projects, improvements under way at local properties and buildings and opportunities for investment in Downtown.
- Implement formal groundbreaking and/or ribbon cuttings for new projects and business openings.
- Create and distribute a press release to local, regional, and state agencies about project and/or business, level of investment and responsible organizations/individuals.
- Implement a formal recognition program to honor improvements being made by business and property owners.

DON'T

Work everywhere at once in the downtown area. The overall focus area is fairly large, where the facilitation of sporadic and varying improvement efforts could get lost. To maximize the effectiveness of City efforts, actions should be grouped to create synergies and initial physical improvements that can be easily seen from the location of another should be prioritized.

Be Bold, Challenge Sameness

- Experiences & Public Realm -



Have bold and ambitious aspirations for what El Mirage's downtown can be. Celebrate the downtown as a place of great distinction rather than "more of the same".

DO

Strategy: Support innovation, experimentation and nontraditional forms of land use and design.

Actions:

- Don't be afraid of encouraging new types of activities, businesses, and organization collaborations that can foster a unique sense of place. Some of the most enjoyable and memorable places are a direct result of bold growth elements that combine to create a distinct experience.
 - Focus on building a one-of-a-kind public space where neighbors and visitors can come together. As new businesses open in proximity, they may benefit from, and in turn, expand the activity in the area, allowing for the creation of a signature gathering spot.

- Development efforts often require a certain level of activity in an area to justify the high investment. Tactical urbanism strategies outline low-risk, temporary solutions to help bring more activity to an area and thus incrementally lead to more long-term improvements. Consider pre-vitalization tactical urbanism applications like a food truck corral or pop-up shops for artists in select areas.
 - Working hand in hand with local artists and businesses, develop an "Art in El Mirage" type of event or promotion that aligns artists with businesses. The event could be held as a quarterly event and include all forms of art including dancing, art demonstrations, arts in studio, art in public places, etc. The event could include storytelling be a driving tour with places to stop, scheduled performances during the month, school art exhibits, walking event in downtown where art is exhibited in businesses, etc. The objective of this type of event is to encourage residents to come downtown and support local art, culture and business.

DON'T

Overly restrict design. Upholding minimum design standards is important to promoting a safe and high-quality environment. However, implementing extensive design regulations can stifle creativity and remove opportunity for "successful" accidental outcomes.

REVITALIZATION FRAMEWORK

This Framework Plan works to physically exhibit the transformative actions detailed in this section that can be catalysts for investment and revitalization of Downtown El Mirage.

Revitalization Concepts:



Welcome, Clean & Safe Must be the Baseline

- Perception & Safety -



Tell the Authentic Story

- History & Culture -



Create Healthy Neighborhoods

- Community Building -



Double-Down on Investment & Entrepreneurship

- Economic Opportunity & Growth -



Be Bold, Challenge Sameness

- Experiences & Public Realm -

ID#	Action	Revitalization Concept
1	Hold “Spruce Up Downtown” events to maintain a welcoming, clean and safe environment	
2	Explore ability to provide property improvement grants for small businesses	
3	Support high-quality amenity and infrastructure improvements	
4	Continue ongoing and consistent code enforcement	
5	Provide enhanced gateway signage that is specific to the Downtown area/brand	
6	Cluster permanent and temporary art installations that celebrate El Mirage’s culture and history	
7	Brand neighborhoods within the study area to create unique character areas within the Downtown	
8	Enhance non-vehicular connectivity by identifying collector and local streets as walkable, multi-modal corridors	
9	Strategically locate off-street public parking on Thunderbird Rd.	
10	Provide education and technical assistance to existing small businesses	
11	Market smaller, vacant parcels that are contiguous, together as larger parcels	

DOWNTOWN EL MIRAGE REVITALIZATION PLAN

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Figure 37: Revitalization Framework



- 1 Hold "Spruce Up Downtown" events to maintain a welcoming, clean and safe environment
- 2 Explore ability to provide property improvement grants for small businesses
- 3 Support high-quality amenity and infrastructure improvements
- 4 Continue ongoing and consistent code enforcement
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- 11 Market smaller, vacant parcels that are contiguous, together as larger parcels

FUNDING & RESOURCE OPPORTUNITIES

Implementing the concepts, strategies and actions expressed in this Plan will require focused, yet broad coordination and cooperation. The City of El Mirage, as well as regional agencies, local non-profits and the private sector must each play distinct and complementary roles in implementing this Revitalization Plan. The following pages provide an overview of various funding and resource opportunities that may be utilized to support and realize the expressed vision for downtown El Mirage.

Grant Opportunities

US Department of Housing and Urban Development – Choice Neighborhoods

- https://www.hud.gov/program_offices/public_indian_housing/programs/ph/cn
- The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation.

US Department of Housing and Urban Development – HOPE VI Main Street Program

- <https://www.hud.gov/mainstreet>

- Provides assistance to smaller communities in the development of affordable housing that is undertaken in connection with a Main Street revitalization effort.

Arizona Department of Environmental Quality Brownfields Grants

- azdeq.gov/brownfields
- Brownfield grants are awarded for properties in which redevelopment or reuse may be complicated by the real or perceived presence of a hazardous substance, pollutant or some contaminant.

Arizona Humanities Commission

- azhumanities.org/grants/grant-opportunities/
- Project grants up to \$10,000 for program implementation and mini grants up to \$2,000 for innovative public programs.

Arizona Commission on the Arts

- azarts.gov/grants/
- Artist Opportunity Grant
- Creative Youth Grant
- Creative Capacity Grant
- Lifelong Arts Engagement Grant
- Festival Grant
- Youth Arts Engagement Grant
- Research and Development Grant

Arizona Community Foundation

- azfoundation.org/
- Awards grants year-round to support nonprofits, educational institutions, tribal entities, government agencies, and most religious organizations.

Chicanos por la Causa

- <https://www.cplc.org/econ/lending.php>
- Provides small business loans and high-quality technical support services to business owners in underserved communities.

Local Initiatives Services Corp

- <https://www.lisc.org/phoenix/what-we-do/resources/lending-grants/>
- Offers a wide range of grants and loans for affordable housing developers, small businesses and nonprofits.

Main Street America Funding

- <https://www.mainstreet.org/howwecanhelp/fundingopportunities>
- Main Street America offers several grant and funding opportunities throughout the year with the support of corporate partners.

APS Community Impact Grants

- aps.com/en/About/Community/In-the-Community/Community-Impact-Grants
- Through an open, competitive cycle APS funds will benefit & support eligible nonprofits through grants in the areas of arts & culture, community development, education, environment, and human services.

AARP Community Challenge Grants

- <https://www.aarp.org/livable-communities/community-challenge/info-2023/2023-challenge.html>
- Provides small grants ranging from \$500 to \$50,000 to fund quick-action projects that can help communities become more livable for people of all ages.

T-Mobile – Hometown Grants

- <https://www.t-mobile.com/brand/hometown-grants>
- Funds projects that foster local connections, like technology upgrades, outdoor spaces, the arts, and community centers. T-Mobile awards up to \$50,000 for shovel-ready projects.

Virginia G. Piper Charitable Trust

- <https://pipertrust.org/our-grants/>
- Awards program and capital grants in six core areas: Arts & Culture, Children, Education, Healthcare & Medical Research, Older Adults, and Religious Organizations

Resource & Support Opportunities

Local First Arizona - localfirstaz.com/

Arizona Economic Recovery Center - The Arizona Economic Recovery Center (AZERC) aims to enable eligible Arizona cities, towns, counties, tribal communities, and nonprofits to win and implement competitive federal, state, municipal, or foundation grants. An initiative of Local First Arizona, the Arizona Economic Recovery Center provides an ongoing, updated listing of grants. <https://localfirstaz.com/azerc-grants/>

Fuerza Local – Through Local First Arizona, Fuerza Local is an accelerator program for Spanish-speaking business owners that assists in developing financial literacy and business management skills. <https://localfirstaz.com/fuerza-local>

Food Entrepreneurship - Local First Arizona offers programs made to support new, food-based business owners. <https://www.goodfoodfinderaz.com/food-entrepreneurship>

Urban Land Institute – The mission of the Urban Land Institute is to shape the future of the built environment for transformative impact in communities worldwide. <https://arizona.uli.org/uli-resources/adaptive-reuse-and-infill-workshop-presentations/>

National Trust for Historic Preservation

- savingplaces.org/

Arizona State Historic Preservation Office

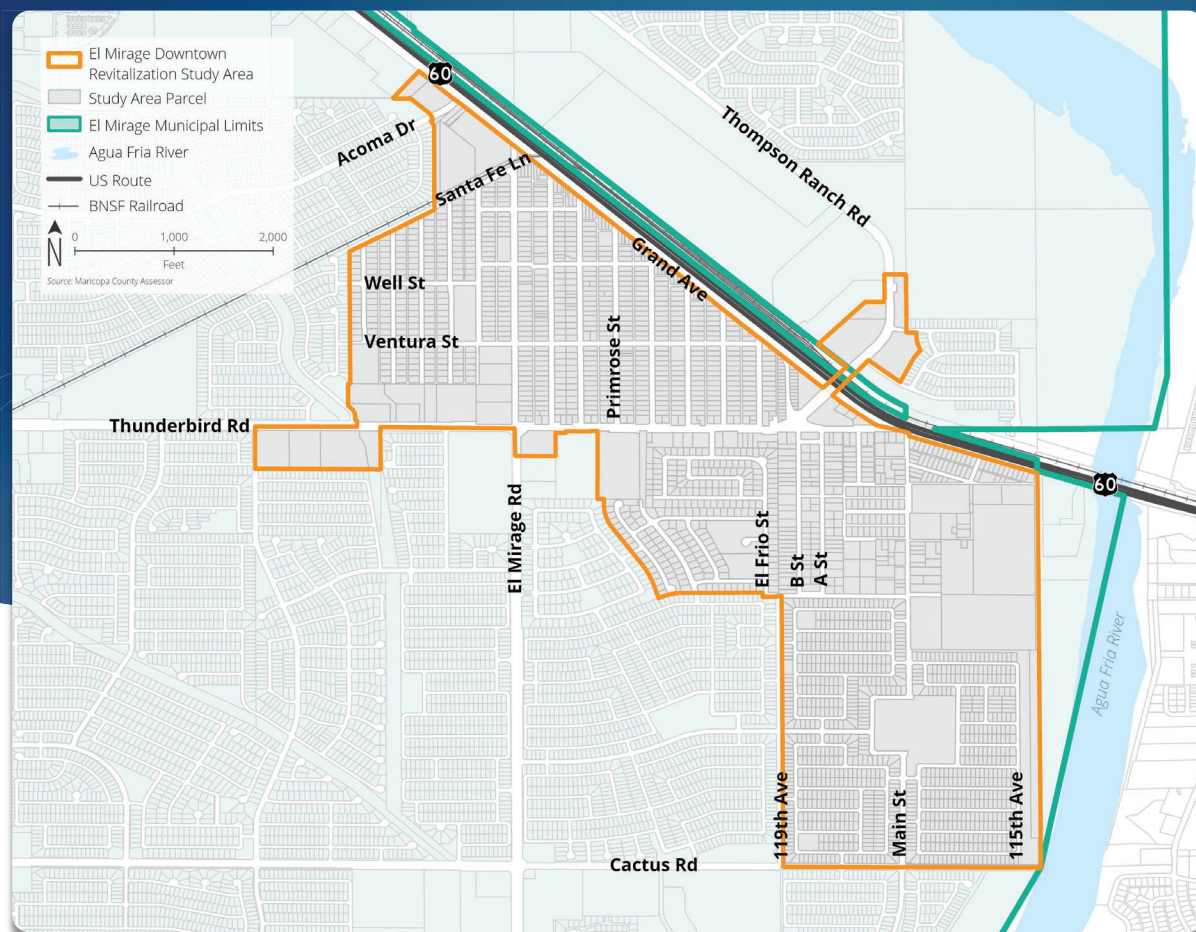
- azstateparks.com/additional-shpo-resources

Arizona Office of Tourism

- tourism.az.gov/

Grants.gov

- <https://www.grants.gov/web/grants/search-grants.html>



Downtown Neighborhood Revitalization Strategies

Efforts To Date

- ▶ October 2022 Council authorizes downtown Revitalization Plan
 - ▶ Primary objectives:
 - ▶ Assess housing conditions in certain census tracts
 - ▶ Assess the condition of commercial properties.
 - ▶ Identify opportunities for grants and other funding opportunities for improvements
 - ▶ Identify strategies to encourage development and redevelopment
- ▶ September 2023 Council accepts the Downtown Revitalization Plan
- ▶ September 2024 Staff completes Neighborhood Revitalization Strategies Memorandum
- ▶ October 2024 Staff halts implementation to discuss further with new Council

Downtown Neighborhood Revitalization Strategies

- ▶ Goals
 - ▶ Revitalization of the downtown area
 - ▶ Position it as a local destination
 - ▶ Create a unique sense of place
 - ▶ Focus on keeping downtown clean and visually appealing

Downtown Neighborhood Revitalization Strategies

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► Actions

- Focus on immediate actions and long-term planning.
- Target actions in areas like economic development, public spaces, and community support.
- Emphasis on community engagement through information sessions and other methods.
- Emphasize cultural and community-building activities.
- Innovative and non-traditional land use forms.

Position Downtown As A Local Destination

- ▶ Develop a unified visual concept (logo) and message for both Thunderbird Road as well as Downtown El Mirage to incorporate in all marketing collateral used for each specific area.
- ▶ Work to create a sense of pride within individual neighborhoods by establishing and/or promoting an identifiable name.
- ▶ Implement new entry signage that is specific to Downtown El Mirage.
- ▶ Explore opportunities to celebrate the Downtown's culture and history in public places. (murals, celebrations, streetscape improvements, public amenities).

Economic Opportunity & Growth

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- ▶ Link economic development and business support organizations' websites to the City's website.
- ▶ Maintain an updated database of all downtown business and property owners.
- ▶ Conduct systematic business visitations to build a stronger network among the downtown business community.
- ▶ Assist businesses by linking them with resources and technical assistance, identifying issues or concerns.
- ▶ Provide education and technical assistance to enhance business-operating practices, such as connecting small businesses with APS to provide energy efficiency opportunities to reduce operating costs.

Economic Opportunity & Growth (Continued)

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- ▶ Host downtown business and property owner brown bag lunches to gather feedback to address their current needs or concerns about leasing, improving, or selling their properties.
- ▶ Consider including a guest speaker to discuss such topics as the Americans with Disabilities Act, financing available for rehabilitations, and fire and safety regulations.
- ▶ Implement formal groundbreakings and/or ribbon cuttings for new projects and business openings.
- ▶ Create and distribute a press releases to local, regional, and state agencies about projects and/or businesses levels of investment and responsible organizations/individuals.

Create Healthy Neighborhoods

- ▶ Identify residents or homeowner associations who are active champions for the betterment of the downtown area and connect them to each other to increase the social capital of the area.
- ▶ Work with supporting agencies to advance affordable housing initiatives and programs, such as Housing Authority of Maricopa County and Newtown Community Development Corporation.

Keep Downtown As Visually Appealing As Possible

- ▶ Explore opportunities for property improvement grants.
- ▶ The Code Enforcement team will research opportunities to help those who require physical or financial assistance in complying with the code.
- ▶ Maintain programs that ensure residents are compliant with the code so that enforcement is the last resort.
- ▶ Continue the Code Enforcement with a proactive and systematic approach.
- ▶ Continue to encourage key property and business owners to improve their storefronts and business signage to enhance the Downtown's image.

Next Steps

- ▶ Feedback from Council related to the revitalization plan and action items.
- ▶ Select a consulting firm with experience in residential rehabilitation and business development.
- ▶ Schedule a community information session to share information, gather feedback, and foster dialogue.
- ▶ Establish a volunteer group of residents, property owners, and business owners to assist with the evaluation and revitalization.
- ▶ Continue to implement action items.

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the purchase of 70 firearms from ProForce Law Enforcement under AZ State Contract CTR076266 for an amount not to exceed \$47,405.60 (\$26,035.06 plus a trade-in of \$21,370.54) and authorize the Finance Department to make necessary transfers (Police).

MEETING DATE: 10/07/2025

AGENDA SECTION: Consent

SUBMITTED BY: Amy Bytnar,
Fiscal Services Specialist, Sr.

DEPARTMENT: Police

BACKGROUND:

Describe the benefit to the organization and/or community. The purchase of secondary/off-duty firearms for police officers benefits the community by enhancing the ability to confront potentially violent situations, deter criminal activity, and protect citizens.

Describe how this item aligns with an operational need, city priority, or strategic goal. The purchase of firearms for police officers aligns with an operational need and strategic goal by ensuring that officers have the right equipment to effectively carry out their duties. This alignment is achieved through a careful selection process that considers the specific operational requirements of the type of crime they face, the level of threats they encounter, and the training/experience of our officers.

Describe the timing considerations for approval of this item. The funding for these secondary/off-duty firearms is in place and is alignment with the Memorandum of Understanding (MOU).

Describe any anticipated impact this item might have on residents, businesses, or operations. Firearms serve as symbols of authority, de-escalating confrontations and ensuring officer safety in tactical operations. The use of firearms provides our officers with the necessary tools to address threats effectively, minimizing risk to civilians while ensuring compliance with laws.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. None at this time.

RECOMMENDATION:

Approve the purchase of 70 firearms from ProForce Law Enforcement under AZ State Contract CTR076266 for an amount not to exceed \$47,405.60 (\$26,035.06 plus a trade-in of \$21,370.54).

PROPOSED MOTION:

I move to approve the purchase of 70 firearms as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$47,405.60

FISCAL YEAR: FY 26

ACCOUNT NUMBER: 111-5-2113-235

ACCOUNT NAME: Police Operations Munitions

AMOUNT REQUESTED: (\$21,370.54)

FISCAL YEAR: FY 26

ACCOUNT NUMBER: 114-4-1198-131

ACCOUNT NAME: Recovery From Prior Year

ATTACHMENTS

CM Approval

Asset Control Form

Memo

Quotes

AZ ST Contract

From: [Paul N. Marzocca](#)
To: [Timothy Mason](#); [Amy Bytnar](#); [Michael Ashley](#)
Subject: Fw: ProForce Firearm Trade In Purchase
Date: Monday, September 22, 2025 6:28:31 PM
Attachments: [image010.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)
[image001.png](#)
[image002.png](#)
[Outlook-35ar2jse.png](#)

Approved.



Paul Marzocca – Police Chief

El Mirage Police Department

12401 W. Cinnabar Avenue, El Mirage, AZ 85335

P: 623-500-3009 | F: 623-500-3001 | E: pmarzocca@elmirageaz.gov

From: Crystal Dyches <cdyches@elmirageaz.gov>
Sent: Monday, September 22, 2025 16:53
To: Paul N. Marzocca <pmarzocca@elmirageaz.gov>
Cc: Robert Nilles <rnilles@elmirageaz.gov>; Robert Weddigen <rweddigen@elmirageaz.gov>
Subject: RE: ProForce Firearm Trade In Purchase

Chief Marzocca,

I have reviewed the packet regarding the trade-in of firearms to ProForce and the associated vendor credit of \$21,370.54.

Pursuant to § 30.23(A) (informal purchases under \$30,000) and § 30.35 (disposition of surplus property), approval is granted to proceed with:

- Trading in the listed firearms to ProForce; and
- Applying the resulting credit toward the purchase of authorized handguns for the Department.

Please ensure Finance retains the supporting documentation for audit and compliance purposes.

Thank you,

J. Crystal Dyches

City Manager

City of El Mirage

10000 El Mirage Road, El Mirage, AZ 85335

P: (623) 876-2940 | C: (623) 377-1743 | E: cdyches@elmirageaz.gov



New City Hall Hours: Monday through Friday from 8 a.m. to 4:30 p.m.

NOTICE To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

From: Paul N. Marzocca <pmarzocca@elmirageaz.gov>

Sent: Monday, September 22, 2025 4:41 PM

To: Crystal Dyches <cdyches@elmirageaz.gov>

Cc: Robert Nilles <rnilles@elmirageaz.gov>

Subject: FW: ProForce Firearm Trade In Purchase

Hello Crystal, I believe I need your approval for this purchase to use an existing credit from a previous trade in a few years ago. I have CC'd Robert to make sure I'm not missing something.

Thank you.

Paul Marzocca – Police Chief



El Mirage Police Department
12401 W. Cinnabar Avenue, El Mirage, AZ 85335
P: 623-500-3009 | F: 623-500-3001 | E: pmarzocca@elmirageaz.gov

From: Amy Bytnar <abytnar@elmirageaz.gov>
Sent: Monday, September 22, 2025 2:49 PM
To: Paul N. Marzocca <pmarzocca@elmirageaz.gov>
Cc: Michael Ashley <mashley@elmirageaz.gov>
Subject: ProForce Firearm Trade In Purchase

Good afternoon Chief,

Please forward the attached packet to the City Manager for approval to trade in the listed firearms for a credit from ProForce. The vendor has a \$21,370.54 credit we can use to purchase authorized handguns.

Thank you, Amy



Amy Bytnar – Fiscal Services Specialist Sr.
El Mirage Police Department
12401 W. Cinnabar Avenue, El Mirage, AZ 85335
P: 623-500-3015 | F: 623-500-3001 | E: abytnar@elmirageaz.gov
City Office Hours: Monday-Friday 8:00 AM – 4:30 PM



ASSET CONTROL FORM

NEW ASSETS

ASSET #: _____
DESCRIPTION: _____
CLASS: _____
FUND & DEPT: _____
TAG LOCATION: _____
DATE ACQUIRED: _____
ASSET TO BE STORED AT: _____
SERIAL / VIN #: _____
MANUFACTURER: _____
VENDOR: _____
PO #: _____
INVOICE #: _____
CHECK #: _____
LIFE EXPECTANCY: _____
COST \$: _____
PAID FROM GL #: _____

ASSET DISPOSAL

ASSET #: _____
SERIAL / VIN #: see attached lists
DESCRIPTION: see attached lists
DISPOSAL REASON: Firearms refresh
DISPOSAL METHOD: circle one: Auctioned / Transferred / Junked
OLD FUND & DEPT: 111-5-2113-215
NEW FUND & DEPT (if applicable): 111-5-2113-235
DEPARTMENT HEAD SIGNATURE: Paul Mangacca
AUTHORIZED DATE: 9-22-25

TRADE WEAPONS FORM

This completed form must accompany your return.

Please email the completed Trade Weapons Form, in Excel format, prior to shipping your trades to Proforce.

QUOTE #: 620041

CUSTOMER # 10581

FROM (AGENCY NAME): El Mirage Police

ADDRESS: 12401 W Cinnabar Ave

CITY, STATE, ZIP: El Mirage, AZ 85335

CONTACT: Travis Slater

PHONE NUMBER: 623-500-3036

EMAIL ADDRESS: slater@elmirageaz.gov

TRADE ITEMS TO BE

RETURNED, AS QUOTED: 31 Glock 17 Gen 4's 1 Glock 17 Gen 5's

15 Glock 21 Gen 4's

PLEASE RETURN ALL TRADES TO:

PROFORCE LAW ENFORCEMENT

2618 DAUNTLESS

PRESCOTT, AZ 86301

800-367-5855

DATE RECEIVED:

RECEIVED BY:

BUYBACK INFO MUST BE COMPLETED PRIOR TO DELIVERY OF TRADES - E)

Agency: List all trades being sent (with Serial #s)

#	MANUFACTURER	TYPE	CALIBER	MODEL	SIGHTS	FINISH	SERIAL NUMBER	COMMENTS/CONDITION
EXAMPLE	GLOCK	PISTOL	9mm	17	NIGHT SIGHTS	BLACK	ABC123	FAIR CONDITION-MISSING FRONT SIGHT w/3 Mags
EXAMPLE	REMINGTON	SHOTGUN	12GA	870 POLICE MAGNUM	BEAD SIGHT	BLACK	XYZ987	SIDE SADDLE & TUBE EXTENSION
1	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/550	Good Condition w/2 Mags
2	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/552	Good Condition w/2 Mags
3	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/554	Good Condition w/2 Mags
4	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/556	Good Condition w/2 Mags
5	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/557	Good Condition w/2 Mags
6	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/558	Good Condition w/2 Mags
7	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/559	Good Condition w/2 Mags
8	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/580	Good Condition w/2 Mags
9	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/581	Good Condition w/2 Mags
10	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/582	Good Condition w/2 Mags
11	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/583	Good Condition w/2 Mags
12	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/584	Good Condition w/2 Mags
13	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/586	Good Condition w/2 Mags
14	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/587	Good Condition w/2 Mags
15	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/589	Good Condition w/2 Mags
16	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/622	Good Condition w/2 Mags
17	Glock	PISTOL	9MM	17	NIGHT SIGHTS	BLACK	XMV/625	Good Condition w/2 Mags
18	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/627	Good Condition w/2 Mags
19	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/628	Good Condition w/2 Mags
20	Glock	Pistol	9MM	17	Night SIGHTS	Black	XMV/629	Good Condition w/2 Mags
21	Glock	Pistol	9MM	17	Night SIGHTS	Black	BGUC851	Good Condition w/2 Mags
22	Glock	Pistol	9MM	17	Night SIGHTS	Black	BGUC852	Good Condition w/2 Mags
23	Glock	Pistol	9MM	17	Night SIGHTS	Black	BGUC853	Good Condition w/2 Mags
24	Glock	Pistol	9MM	17	Night SIGHTS	Black	BGUC855	Good Condition w/2 Mags
25	Glock	Pistol	9MM	17	Night SIGHTS	Black	BGUC856	Good Condition w/2 Mags

#	MANUFACTURER	TYPE	CALIBER	MODEL	SIGHTS	FINISH	SERIAL NUMBER	COMMENTS/CONDITION
26	Glock	Pistol	9MM	17	Night SIGHTS	Black	BKHE225	Good Condition w/2 Mags
27	Glock	Pistol	9MM	17	Night SIGHTS	Black	BKHE226	Good Condition w/2 Mags
28	Glock	Pistol	9MM	17	Night SIGHTS	Black	BKHE228	Good Condition w/2 Mags
29	Glock	Pistol	9MM	17	Night SIGHTS	Black	AEGH954	Good Condition w/2 Mags
30	Glock	Pistol	9MM	17	Night SIGHTS	Black	AEGH955	Good Condition w/2 Mags
31	Glock	Pistol	9MM	17	Night SIGHTS	Black	BNHH901	Good Condition w/2 Mags
32	Glock	Pistol	9MM	17	Night SIGHTS	Black	BNHH922	Good Condition w/2 Mags
33	Glock	Pistol	9MM	17	Night SIGHTS	Black	BNHH923	Good Condition w/2 Mags
34	Glock	Pistol	9MM	17	Night SIGHTS	Black	BNVL392	Good Condition w/2 Mags
35	Glock	Pistol	9MM	17	Night SIGHTS	Black	BNVL392	Good Condition w/2 Mags
36	Glock	Pistol	9MM	17	Night SIGHTS	Black	BUXU861	Good Condition w/2 Mags
37	Glock	Pistol	9MM	17	Night SIGHTS	Black	BUXU857	Good Condition w/2 Mags
38	Glock	Pistol	9MM	17	Night SIGHTS	Black	BVG478	Good Condition w/2 Mags
39	Glock	Pistol	9MM	17	Night SIGHTS	Black	BUXU855	Good Condition w/2 Mags
40	Glock	Pistol	9MM	17	Night SIGHTS	Black	BVSR986	Good Condition w/2 Mags
41	Glock	Pistol	9MM	17	Night SIGHTS	Black	BVSR983	Good Condition w/2 Mags
42	Glock	Pistol	9MM	17	Night SIGHTS	Black	BVSR984	Good Condition w/2 Mags
43	Glock	Pistol	9MM	17	Night SIGHTS	Black	BVSR985	Good Condition w/2 Mags
44	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD479	Good Condition w/3 Mags
45	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD482	Good Condition w/3 Mags
46	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD483	Good Condition w/3 Mags
47	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD484	Good Condition w/3 Mags
48	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXE235	Good Condition w/3 Mags
49	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXE237	Good Condition w/3 Mags
50	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXE238	Good Condition w/3 Mags
51	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXE240	Good Condition w/3 Mags
52	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXE244	Good Condition w/3 Mags
53	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	XBV536	Good Condition w/3 Mags
54	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	XBV537	Good Condition w/3 Mags
55	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	XBV540	Good Condition w/3 Mags
56	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD425	Good Condition w/3 Mags
57	Glock	Pistol	45 ACP	21	Night SIGHTS	Black	WXD426	Good Condition w/3 Mags
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TRADE WEAPONS FORM

This completed form must accompany your return.

Please email the completed Trade Weapons Form, in Excel format, prior to shipping your trades to Proforce.

QUOTE #:

628020

CUSTOMER #

10581

FROM (AGENCY NAME):

El Mirage Police Department

ADDRESS:

12401 W. Cinnabar Avenue

CITY, STATE, ZIP:

El Mirage, AZ 85335

CONTACT:

Travis Slater

PHONE NUMBER:

623-500-3036

EMAIL ADDRESS:

tslater@elmirageaz.gov

DATE RECEIVED:

RECEIVED BY:

PLEASE RETURN ALL TRADES TO:

PROFORCE LAW ENFORCEMENT

2618 DAUNTLESS

PRESCOTT, AZ 86301

800-367-5855

TRADE ITEMS TO BE
RETURNED, AS QUOTED:

14 Wyndham rifles

5 DPMS

BUYBACK INFO MUST BE COMPLETED PRIOR TO DELIVERY OF TRADES - E

Agency: List all trades being sent (with Serial #s)

#	MANUFACTURER	TYPE	CALIBER	MODEL	SIGHTS	FINISH	SERIAL NUMBER	COMMENTS/CONDITION
EXAMPLE	GLOCK	PISTOL	9mm	17	NIGHT SIGHTS	BLACK	ABC123	FAIR CONDITION-MISSING FRONT SIGHT W/3 MACS
EXAMPLE	REMINGTON	SHOTGUN	12GA	870 POLICE MAGNUM	BEAD SIGHT	BLACK	XYZ987	SIDE SADDLE & TUBE EXTENSION
1	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW156636	Good
2	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW157836	Good
3	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW159142	Good
4	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW162165	Good
5	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW163367	Good
6	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW165098	Good
7	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW166774	Good
8	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW165809	Good
9	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167008	Good
10	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167011	Good
11	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167388	Good
12	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167410	Good
13	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167438	Good
14	Wyndham Weaporry	Rifle	556	R16	Iron	black	WW167838	Good
15	DPMS	Rifle	556	A15	Iron	black	FFH298437	Good
16	DPMS	Rifle	556	A15	Iron	black	FFH298538	Good
17	DPMS	Rifle	556	A15	Iron	black	FFH298784	Good
18	DPMS	Rifle	556	A15	Iron	black	FFH298899	Good
19	DPMS	Rifle	556	A15	Iron	black	FFH299354	Good
20								
21								
22								
23								



MEMORANDUM

TO: Tim Mason, Assistant Chief
FROM: Travis Slater, Sergeant
SUBJECT: FY 25/26 BUDGET PURCHASE REQUEST
DATE: September 2, 2025

APPROVED

Paul May 9-8-25

This memorandum requests City Council approval to purchase the following items from ProForce Law Enforcement Inc. for \$47,405.60. The El Mirage Police Department currently has an account credit with ProForce in the amount of \$21,370.54. Two quotes, one with the account credit and one without, are attached.

The items listed in the quote include:

- Seventy (70) Glock Model 43x COA 9mm pistols

The purchase and implantation of these pistols will comply with Department Policy 4.09.AIIB, authorized handguns for secondary and off-duty carry.

This purchase will be made under Arizona State Procurement contract #CTR049168 and will be debited from the CIP/Firearms Training Budget (111-5-2113-235a and b).

Quote without credit:

Quantity: 70
Make: Glock
Model 43X COA
SALES AMOUNT 43,372.00
9.300% SALES TAX 4,033.60
SUB TOTAL 47,405.60

Quote with credit:

Quantity: 70
Make: Glock
Model 43X COA
SALES AMOUNT 43,372.00
9.300% SALES TAX 4,033.60
SUB TOTAL 47,405.60
MINUS CREDIT ON ACCT -21,370.54
TOTAL 26,035.06

*Approved For CAC Review.
JF 3372 9/3/2025*

*Approved
M. Ashby
9-8-25*

PROFORCE
LAW ENFORCEMENT2825 Stearns Drive, Ste A, Prescott, AZ 86301
Tel: 928-778-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#

PAGE

727326

1

SHIP DATE

A.S.A.P.

SOLD
TOEL MIRAGE POLICE DEPARTMENT
10000 N EL MIRAGE RD

EL MIRAGE AZ 85335

SHIP
TOEL MIRAGE POLICE DEPARTMENT
12401 W CINNABAR AVE

EL MIRAGE AZ 85335

623-815-5322

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/02/25	010581	A	MIKE YARBROUGH	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
---------------	----------------	------------	--------------	-----------

70	PX4350B02FRM8A4 GLK LE 43X A-CUT 9MM 10RD MOS W/AIM COA AMG NTF/NTR SHS 2MAG	619.60	EA .00	43,372.00
----	--	--------	-----------	-----------

1	XFET THIS ITEM FET OUT	.00	EA .00	.00
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IMPORTANT NOTICES:

This quotation is based on the issuance of a department purchase order and F.E.T. form.

ATF or the manufacturer may require additional forms. Sample forms may be found at:

<http://www.ProForceonline.com/forms.html>

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 15 days from the date issued, pending credit approval. The shortened validity period is due to recent economic shifts and the potential for new tariffs, which may impact pricing and availability. All items are subject to manufacturer availability and potential price changes.

For updated pricing after the expiration date, please

COMMENT

TERMS

PROFORCE
LAW ENFORCEMENT2625 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

QUOTE#

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2

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N/A	09/02/25	010581	A	MIKE YARBROUGH	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
---------------	----------------	------------	--------------	-----------

contact or sales representative or our support center at
(800) 367-5855.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.: _____

Signature: _____

COMMENT
FOR TRAVIS SLATER

BY RYAN

TERMS DUE NET 30 DAYS

SALES AMOUNT 43,372.00

MINUS CREDIT ON ACCT -21,370.54

9.300% SALES TAX 4,033.60

SUB TOTAL 47,405.60

TOTAL 26,035.06

PROFORCE
LAW ENFORCEMENT2025 Stearns Drive, Ste A, Prescott, AZ 86301
Tel: 928-778-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

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N/A	09/02/25	010581	A	MIKE YARBROUGH	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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70	PX4350B02FRM8A4 GLK LE 43X A-CUT 9MM 10RD MOS W/AIM COA AMG NTF/NTR SHS 2MAG	619.60	EA .00	43,372.00
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FOR TRAVIS SLATER

BY RYAN

TERMS DUE NET 30 DAYS

SALES AMOUNT

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9.300% SALES TAX

4,033.60

SUB TOTAL

47,405.60

Show Public Contracts: Buyer Ariz

https://app.az.gov/page.aspx/en/ctr/contract_browse_public

ARIZONA

English

Show Public Contracts

Expected date format: M/d/yyyy

Keywords

Organization

Commodities

Contract Status

Q Search

Reset

Co-Op Contract Designation

☐ Statewide Contract

Contract

ctr076266

Dates

Min value

Max value

Status

Signed

Type

Filters

Status: Signed

Contract: ctr076266

Contract	Amendment #	Contract	Supplier	Type	Effective Date	Sourcing project	Extended End Date	Owner Last Name	Owner First Name	Owner	Initial End Date	Statewide Contract
CTR076266	0	Weapons Lethal, less than Lethal and Supplies	PROFORCE MARKETING INC - PROFORCE LAW ENFORCEMENT	Master Agreement	3/27/2025			Loveland	William	Loveland William	3/31/2026	☒

1 Record(s)

REQUEST FOR COUNCIL ACTION

SUBJECT:

Consideration and action to award a contract to Standard Construction to install signage and striping along Thompson Ranch Road and request the use of contingency funds in the amount of \$69,358 (\$62,052.45 proposal plus a 10% contingency). (Development Services)

MEETING DATE: 10/07/2025

AGENDA SECTION: Regular

SUBMITTED BY: Jonathan Hiebert, Associate Engineer

DEPARTMENT: Development Services

BACKGROUND:

Due to several accidents related to speeding vehicles along the Thompson Ranch Road corridor, the City had a traffic safety study prepared by Greenlight Traffic Engineering. The analysis within this study determined that specific signage and striping improvements would result in safer traffic flow and fewer accidents. The recommendations from that study were used in the creation of this project. An invitation-only Request for Proposal (RFP) was advertised to the City's approved Job Order Contracting (JOC) contractors, resulting in two submitted proposals from Standard Construction (\$62,052.45) and ALK Asphalt (\$88,042.27). A selection committee conducted a thorough evaluation based on weighted criteria of Cost (75%), Experience (20%), and Capacity (5%). Following this evaluation process, the committee selected Standard Construction as the winning bid.

Describe the benefit to the organization and/or community. The traffic safety improvements will directly benefit the community by improving public safety along Thompson Ranch Road. The proposed changes address safety concerns and will enhance safety for vehicles, pedestrians, and bicyclists in the residential area.

Describe how this item aligns with an operational need, city priority, or strategic goal. The City's operational need is to maintain safe public roadways and respond to safety concerns experienced along Thompson Ranch Road. This project is designed to mitigate risks identified in the traffic safety study and ensure resident safety.

Describe the timing considerations for approval of this item. Timely approval is important due to ongoing safety issues, including a number of accidents that have occurred in the area along the Thompson Ranch Road corridor.

Describe any anticipated impact this item might have on residents, businesses, or operations. Additional signage and striping will provide increased visibility and reduce the speed of traffic, resulting in increased safety in the area.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. City Code Chapter 71, which allows the City to install signage and striping as necessary.

RECOMMENDATION:

Award a contract to Standard Construction to install signage and striping along Thompson Ranch Road in the amount of \$69,358 (\$62,052.45 proposal plus a 10% contingency).

PREVIOUS RELATED COUNCIL ACTION:

N/A

PROPOSED MOTION:

I move to enter into a contract with Standard Construction as presented.

BUDGETED: No

CIP: No

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$69,358

FISCAL YEAR: 2026

ACCOUNT NUMBER: 111-5-1591-820

ACCOUNT NAME: CONTINGENCY

ATTACHMENTS

Notice on Intent

Acceptance & Offer



City of El Mirage
Finance
Robert Weddigen, Finance Director
10000 N El Mirage Rd, El Mirage, AZ 85335
(623) 876-2995

NOTICE OF INTENT TO AWARD
RFP No. EM25-ST01
Thompson Ranch Road - Signing & Striping

RESPONSE DEADLINE: September 19, 2025 at 12:00 pm

Monday, September 29, 2025

Notice of Intent to Award

Solicitation Description: Thompson Ranch Road - Signing & Striping

Issue Date: Friday, September 19, 2025

The City of El Mirage has issued a Notice of Intent to Award pending City Council approval to the following evaluated firm: Standard Construction Company, Inc

All awards are subject to Council approval. The acceptance of offer and contract will be executed upon Council approval.



City of El Mirage, Arizona

Acceptance of Offer



Request for Proposal No: **EM25-ST01**

Bid Due Date: **September 19, 2025**

Materials and/or Services: **Thompson Ranch Road – Signing and Striping Project**

Time: **12:00 p.m., Arizona time**

Contact: **Valerie Ojeda**

Bid Location: **OpenGov.com**

Email: **vojeda@elmirageaz.gov**

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Request for Proposal except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with the City of El Mirage General and Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License Number: 07636350

For clarification of this offer contact:

Name: Diane C. Sutton

Federal Employer Identification
Number: 86-1036417

Telephone: 623-583-9500

Standard Construction Company, Inc

Company Name

Authorized Signature for Offer

810 E. Western Avenue

Diane C. Sutton

Address

Printed Name

Avondale, AZ 85323

CFO

City

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Jill A. Boltz, City Clerk

City Seal

City of El Mirage, Arizona

Eff. Date: _____

Approved as to form:

Justin Pierce, City Attorney

Awarded on _____

J. Crystal Dyches, City Manager

Standard Construction Bid					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SIGN POST WITH FOUNDATION AND ANCHOR PER COEM STD DTL EM-132-1 & EM-132-2	12	EA	\$844.00	\$10,128.00
2	STOP SIGN (R1-1, 36"X36")	1	EA	\$375.00	\$375.00
3	SPEED LIMIT SIGN (35 MPH) (R2-1-35, 30"X36")	2	EA	\$309.00	\$618.00
4	NO LEFT TURN SIGN (R3-2, 36"X36")	2	EA	\$375.00	\$750.00
5	RIGHT TURN ONLY SIGN (R3-5-R, 30"X36")	1	EA	\$309.00	\$309.00
6	REVERSE CURVE SIGN (W1-4L, 36"X36")	1	EA	\$375.00	\$375.00
7	CHEVRON ALIGNMENT SIGN (W1-8, 18"X24")	7	EA	\$124.00	\$868.00
8	DIP SIGN (W8-2, 36"X36")	2	EA	\$124.00	\$248.00
9	VEHICLE SPEED FEEDBACK SIGN (30"X42")	2	EA	\$15,000.00	\$30,000.00
10	OBLITERATE THERMOPLASTIC TRAFFIC MARKING (4" EQUIVALENT) PER CITY SIGNING & STRIPING NOTE 3	232	LF	\$12.75	\$2,958.00
11	YELLOW THERMOPLASTIC TRAFFIC MARKINGS (4" EQUIVALENT)	907	LF	\$2.35	\$2,131.45
12	WHITE THERMOPLASTIC TRAFFIC MARKINGS (4" EQUIVALENT)	120	LF	\$2.35	\$282.00
13	DELINEATORS (F3Y) PER ADOT DET. M-26 WITH SURFACE MOUNT FOUNDATION	40	EA	\$177.00	\$7,080.00
14	OBLITERATE ARROW	1	EA	\$1,000.00	\$1,000.00
15	THERMOPLASTIC ARROW	1	EA	\$250.00	\$250.00
16	REMOVE EX. SIGN (1-3R, 36"X36")	1	EA	\$140.00	\$140.00
17	TYPE "G" RPMS	3	EA	\$8.00	\$24.00
18	TYPE "D" RPMS	40	EA	\$8.00	\$320.00
19	REMOVE RPMS	14	EA	\$4.00	\$56.00
20	A POLE (15') PER ADOT DETAIL T-SL 4.01	2	EA	\$2,500.00	\$5,000.00
21	REMOVE EXISTING SIGN POST & FOUNDATION	1	EA	\$140.00	\$140.00
	Total				\$63,052.45

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action on a site plan zoning application for an industrial and commercial use for an industrial park in a Planned Area Development (PAD) zone located on Dysart Road north of Joe R Ramirez Road, submitted by KTM Studio. (Development Services - Planning and Zoning)

MEETING DATE: 10/07/2025

AGENDA SECTION: Regular

SUBMITTED BY: Jose Macias,
Senior Planner

DEPARTMENT: Development
Services

BACKGROUND:

The applicant is requesting the approval of a site plan zoning application to develop 21 acres of undeveloped land into an industrial park to provide space for various industrial and commercial tenants. The application has been reviewed by the Technical Advisory Committee, which found it ready to proceed with the public meetings for review and action.

Describe the benefits to the organization and/or community. This item will generate tax revenue for the city by providing and selling products and services, as well as through property taxes from developing the vacant lot. It will also create more job opportunities for smaller companies and startups.

Describe how this item aligns with an operational need, city priority, or strategic goals. This item supports the El Mirage 2020 Goals and Policies by supporting development projects that broaden and enhance the City's economic base and produce viable long-term land use patterns.

Describe the timing consideration for approval of this item. The applicant must have zoning entitlement to meet construction and financing deadlines.

Describe any anticipated impact this item might have on residents, businesses, or operations. This item will not directly affect residents; it will create space for them to use for commercial, office, and industrial purposes.

Provide statutory requirements, city code provisions, or other legal mandates, if applicable. Zoning Code §154.156 requires that site plans be reviewed by staff, presented to the Planning & Zoning Commission for a recommendation, and the City Council for final action.

RECOMMENDATION:

A recommendation that the City Council approve/deny a site plan zoning application for an industrial and commercial use for an industrial park in a Planned Area Development (PAD) zone located on Dysart Road north of Joe R. Ramirez Road.

PROPOSED MOTION:

I move to approve/deny the site plan zoning application for the proposed industrial park as presented.

ATTACHMENTS

Narrative

Site Plan

Elevations

Landscape Plan

Staff Report

TAC Review Comments

Luke AFB Review

P&Z Minutes

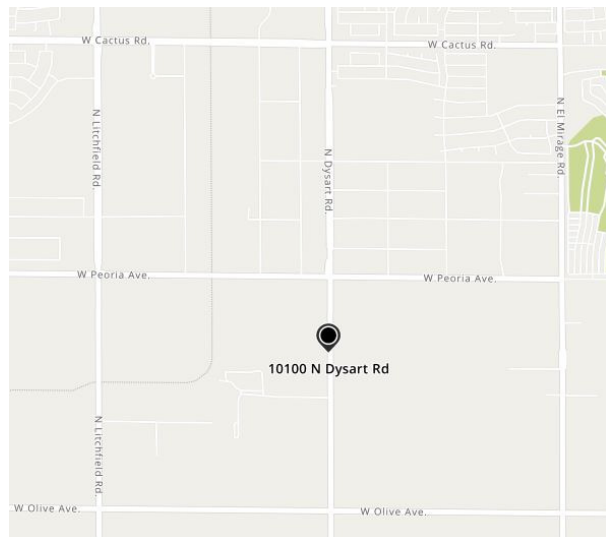
Presentation

August 5, 2025

City of El Mirage
Development Services – Planning
10000 N El Mirage Road
El Mirage, AZ 85335

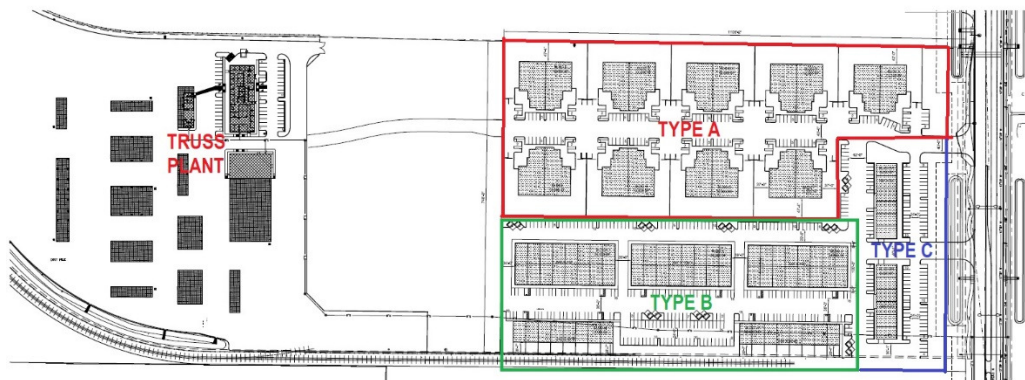
RE: Project Narrative for DT Industrial Park
Located West of Dysart Road and South of Peoria Ave – El Mirage

The 21 acre site is located south of Peoria Avenue along the west side of Dysart Road. The property is zoned PAD/EI. The site conditions are flat and undeveloped. It was previously used as farm land until 2022. The road improvements along Dysart Road consisting of curb and gutter, striping, fire hydrants, are existing.



DT Industrial Park is proposing to develop the eastern most 19.04 acres (829,531 SF). Desert Truss, same ownership, has designed and gone through the City permitting process to develop the western end of the site for a wood truss plant. Dysart frontage improvements and roadway access is under construction.

The industrial project will consist of three (3) different project types.



BUILDING TYPE A – Nine (9) office/warehouse buildings with enclosed yards. Each building will be 12,335 sf and have the ability to be occupied by a single user or be divided into two separate tenants. Each building will have +/-16,000 sf yard or can be divided in half based on tenant configuration. The building height will be under 32' high. Below are some example photos from other project type in the valley.



BUILDING TYPE B – This project type will consist of three 23,680 SF buildings that will demise down to 30'x50' (1500 SF) suites. This will be primarily warehouse space with minimal office. Two (2) additional 12,160 SF buildings with small (+/-975 sf) private yards will be provided along the southern most property line. Ample parking has been provided throughout the site to accommodate a range or user types. Building height will be under 32' high. Below is an example of a similar project type in the valley.



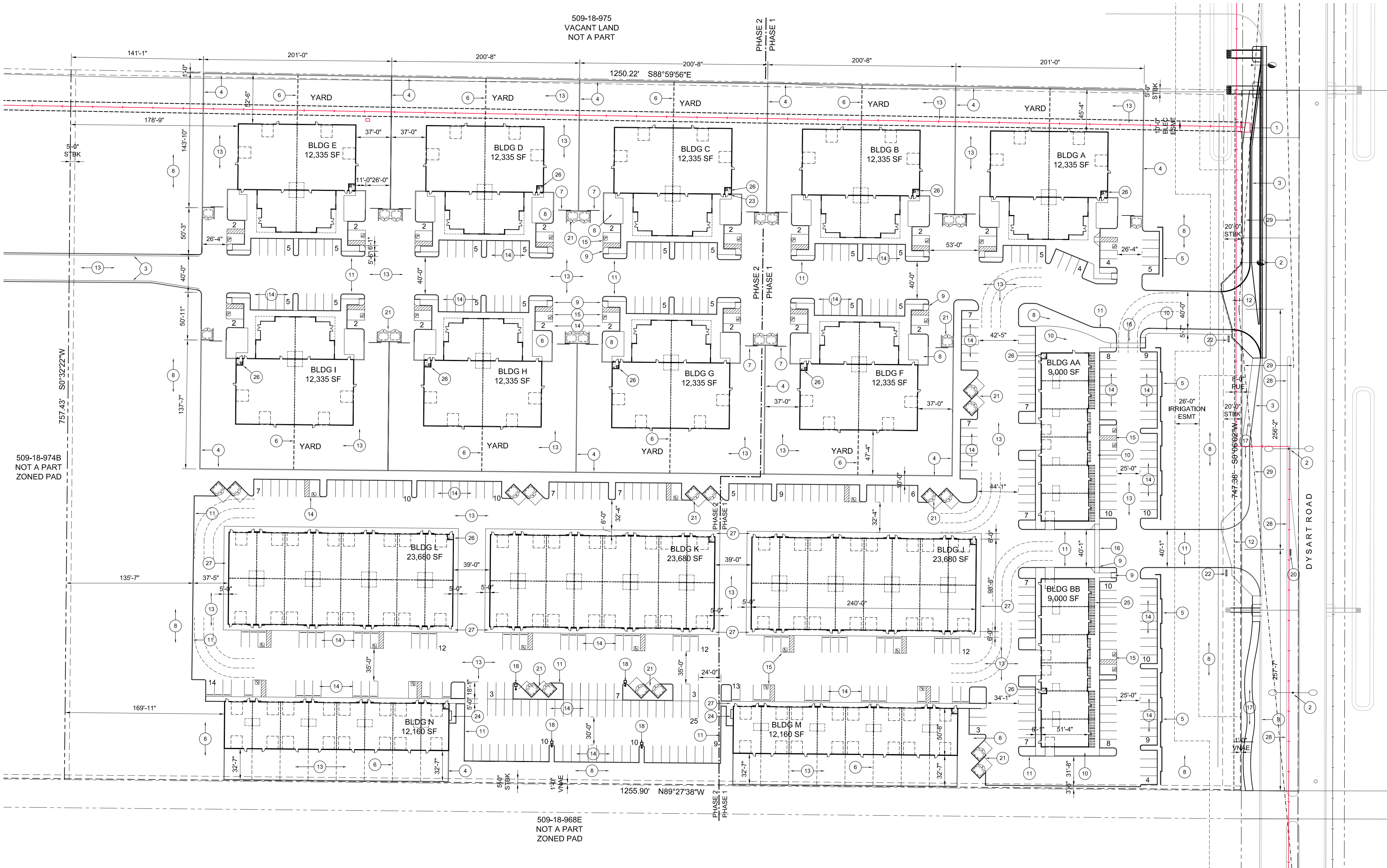
BUILDING TYPE C - This project type will consist of two 9,000 sf buildings that will service as retail/business use. Suites will be roughly 1500sf with frontage to Dysart Road. Building height will be under 30' high.

Additional site improvements will consist of a secondary drive approach that is right in/right out and will maintain 257' to the south property line and future railroad crossing. Sidewalk will be provided and streetlights as required. The site will have underground retention with minimal surface retention.

The project will be phased to stagger the construction of the buildings. A phase line has been provided on the site plan.

Should you need any additional information please do not hesitate to contact me directly at 602-743-5367 or by email at kristin@ktmdesignstudio.com.

Kristin Thoma-Mahan
KTM Design Studio



SITE PLAN KEYNOTES:

- EXISTING ELECTRICAL TRANSFORMER
- EXISTING STREET LIGHT TO REMAIN
- EXISTING CONCRETE CURB TO REMAIN
- 6" HIGH MASONRY WALL PER SHEET A1.2
- 36" HIGH PARKING SCREEN WALL PER SHEET A1.2
- LINE OF FUTURE CHAINLINK FENCE - DIVIDE WITH TENANT LEASE.
- SLIDING 13" WIDE METAL GATE WITH VEHICLE PEDESTALS, KNOX KEY SWITCHES AND TOMAR SENSORS.
- LANDSCAPE PER LANDSCAPE PLAN
- ACCESSIBLE RAMP SEE DETAIL 11/A1.1
- CONCRETE SIDEWALK
- CONCRETE CURB PER CIVIL
- EXISTING DRIVE APPROACH PER CIVIL
- PAVEMENT PER CIVIL
- STANDARD PARKING STALL PER DETAIL 2/A1.1
- ADA PARKING STALL PER DETAIL 1/A1.1
- 5' WIDE ACCESSIBLE PATH ACROSS DRIVE AISLE - STRIPED
- EXISTING SIDEWALK TO REMAIN
- PARKING LOT LIGHTING REFER TO DETAIL 10/A1.1 AND PER ELECTRICAL
- BOLLARD PER DETAIL 8/A1.1
- ONE WAY SIGN PROVIDED AT MEDIAN
- REFUSE (TRASH AND RECYCLE) PER DETAIL 12/A1.1
- STOP SIGN PROVIDED AT DRIVEWAYS.
- FIRE DEPARTMENT CONTROL (FDC)
- ELECTRICAL SERVICE SECTION (SES)
- LINE OF STEEL CANOPY ABOVE
- RISER ROOM WITH ONE RECESSED KNOX-BRANDED BOX AT EACH STRUCTURE
- CONCRETE APRON FLUSH WITH PAVEMENT
- EXISTING MEDIAN TO REMAIN
- SIGHT VISIBILITY TRIANGLE PER CITY DETAIL EM-158



SITE PLAN



SITE DATA:

PROJECT ADDRESS: LOT 7C OF REPLAT OF CENTERPOINT LOGISTICS
EL MIRAGE, ARIZONA 85335

PARCEL NUMBERS: 509-18-974A

SECT/TWN/RANGE: 27 / 3N / 1W

MCR#: 1642-30

OWNER: DESERT TRUSS HOLDING COMPANY INC
8210 W 35 NORTH
NEW BRAUNFELS, TX 78130
CONTACT: JIM PENROD

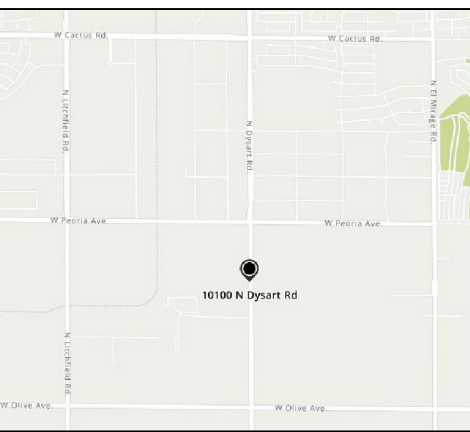
JURISDICTION: EL MIRAGE

SUBDIVISION: CENTERPOINT LOT 3 AND COPPERWING LOT 1 REPLAT

ZONING: EIPAD (PAD0-08-01)
OVERLAY DISTRICT: ARS 28-8481, LUKE AIR FORCE
ACCIDENTAL POTENTIAL ZONE II

LOT: 7B

VICINITY:



PROJECT DATA:

LOT AREA:	942,766 SF OR 21.6429 ACRES																																												
BUILDING AREA:	<table><tr><td>SINGLE USER BLDG</td><td></td></tr><tr><td>BLDG A</td><td>12,335 SF + 15,646 SF YARD</td></tr><tr><td>BLDG B</td><td>12,335 SF + 15,930 SF YARD</td></tr><tr><td>BLDG C</td><td>12,335 SF + 16,211 SF YARD</td></tr><tr><td>BLDG D</td><td>12,335 SF + 16,536 SF YARD</td></tr><tr><td>BLDG E</td><td>12,335 SF + 16,911 SF YARD</td></tr><tr><td>BLDG F</td><td>12,335 SF + 16,006 SF YARD</td></tr><tr><td>BLDG G</td><td>12,335 SF + 16,961 SF YARD</td></tr><tr><td>BLDG H</td><td>12,335 SF + 16,008 SF YARD</td></tr><tr><td>BLDG I</td><td>12,335 SF + 16,008 SF YARD</td></tr><tr><td>TOTAL</td><td>111,015 SF + 145,271 SF YARD</td></tr></table> <table><tr><td>RETAIL BLDG</td><td></td></tr><tr><td>BLDG AA</td><td>9,000 SF</td></tr><tr><td>BLDG BB</td><td>9,000 SF</td></tr><tr><td></td><td>16,000 SF</td></tr></table> <table><tr><td>MULTIUSER BLDG</td><td></td></tr><tr><td>BLDG J</td><td>23,680 SF</td></tr><tr><td>BLDG K</td><td>23,680 SF</td></tr><tr><td>BLDG L</td><td>23,680 SF</td></tr><tr><td>BLDG M</td><td>12,160 SF + 7,795 SF YARD</td></tr><tr><td>BLDG N</td><td>12,160 SF + 7,795 SF YARD</td></tr><tr><td></td><td>95,380 SF + 15,590 SF YARD</td></tr></table>	SINGLE USER BLDG		BLDG A	12,335 SF + 15,646 SF YARD	BLDG B	12,335 SF + 15,930 SF YARD	BLDG C	12,335 SF + 16,211 SF YARD	BLDG D	12,335 SF + 16,536 SF YARD	BLDG E	12,335 SF + 16,911 SF YARD	BLDG F	12,335 SF + 16,006 SF YARD	BLDG G	12,335 SF + 16,961 SF YARD	BLDG H	12,335 SF + 16,008 SF YARD	BLDG I	12,335 SF + 16,008 SF YARD	TOTAL	111,015 SF + 145,271 SF YARD	RETAIL BLDG		BLDG AA	9,000 SF	BLDG BB	9,000 SF		16,000 SF	MULTIUSER BLDG		BLDG J	23,680 SF	BLDG K	23,680 SF	BLDG L	23,680 SF	BLDG M	12,160 SF + 7,795 SF YARD	BLDG N	12,160 SF + 7,795 SF YARD		95,380 SF + 15,590 SF YARD
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LOT COVERAGE:	942,766 SF SITE 224,375 SF TOTAL BUILDING FOOTPRINTS 385,236 SF TOTAL BUILDING + YARDS 224,375 BLDG SF / 942,766 SF SITE = 24% 385,236 BLDG/YARD SF / 942,766 SF SITE = 41%																																												
PARKING:	OFFICE, BUSINESS OR PROFESSIONAL 1 SPACE PER 300 SF GFA LIGHT ASSEMBLY MANUFACTURING A SPACE PER 500 SF OF WAREHOUSE + 1 SPACE PER 350 SF OFFICE AREA RETAIL, GENERAL / FLEX COMMERCIAL 1 SPACE PER 300 SF GFA BUILDINGS A-I: OFFICE 1,700 SF PER SUITE x 18 SUITES = 30,600 SF 30,600 SF / 300 SF = 102 SPACES WRHS 4,452 SF PER SUITE x 18 SUITES = 80,136 SF 80,136 SF / 500 SF = 160 SPACES TOTAL SPACES = 262 SPACES REQUIRED 132 SPACES PROVIDED** ** PARKING STALLS CAN BE PROVIDED IN REAR YARD AS REQUIRED PER TENANT BUILDINGS J-N (MULTI-USER BLDG): OFFICE (ASSUMING 20%) 19,072 SF / 300 = 64 SPACES WRHS (ASSUMING 80%) 76,288 SF / 500 = 153 SPACES TOTAL SPACES = 217 SPACES REQUIRED 208 SPACES PROVIDED RETAIL BUILDINGS AA+BB: RETAIL 18,000 SF / 300 = 60 SPACES REQUIRED 106 SPACES PROVIDED																																												
	REQUIRED STALLS: 539 (506 STANDARD 33 ADA) PROVIDED STALLS: 446 (412 STANDARD 28 ADA)** ** ADDITIONAL STALLS CAN BE PROVIDED IN REAR YARDS AT BUILDINGS A-I AS REQUIRED PER TENANT USE.																																												

GENERAL NOTES:

ANY CHANGE OF USE OR OCCUPANCY OF ANY BUILDING OR BUILDINGS, INCLUDING ADDITIONS THERETO REQUIRING MORE PARKING SHALL NOT BE PERMITTED UNTIL SUCH ADDITIONAL PARKING SPACES AS REQUIRED BY THIS CHAPTER ARE FURNISHED.

LIGHTING SHALL BE BUILDING MOUNTED UNLESS SHOWN OTHERWISE.

EACH BUILDING REQUIRES IDENTIFICATION LARGE ENOUGH TO BE SEEN FROM PUBLIC WAY. NUMBERS REQUIRE MINIMUM HEIGHT OF 12-24 INCHES WITH A WIDTH OF 2-3 INCHES IN CONTRASTING COLOR TO THE BUILDING.

ALL SIGNAGE SHALL BE UNDER SEPRATE REVIEW AND PERMITS.

DESIGNER

31814 NORTH 17th GLEN
PHOENIX, ARIZONA 85085
602/ 743-5367
krisin@ktmdesignstudio.com

Design Studio

PROJECT

DT INDUSTRIAL PARK
at
CENTERPOINT
SW OF DYSART RD & PEORIA AVE
EL MIRAGE, ARIZONA 85335

Project: DT - PENROD
Date: 09-2024
Proj Mgr: KTM
Dwn By: KTM
Proj No: 24-020

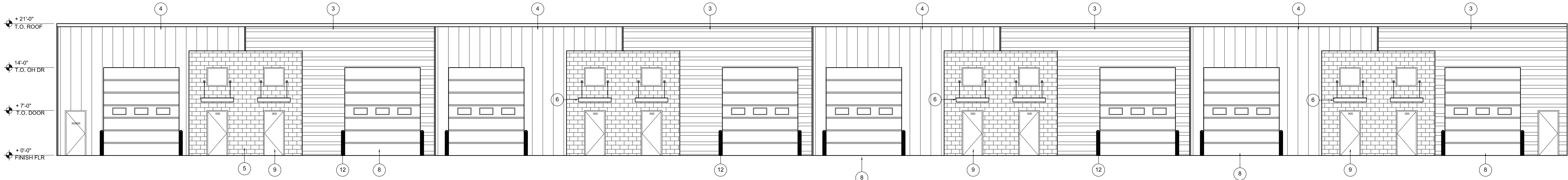
Rev. Date: Desc:

TENANT IMPROVEMENT

SITE PLAN

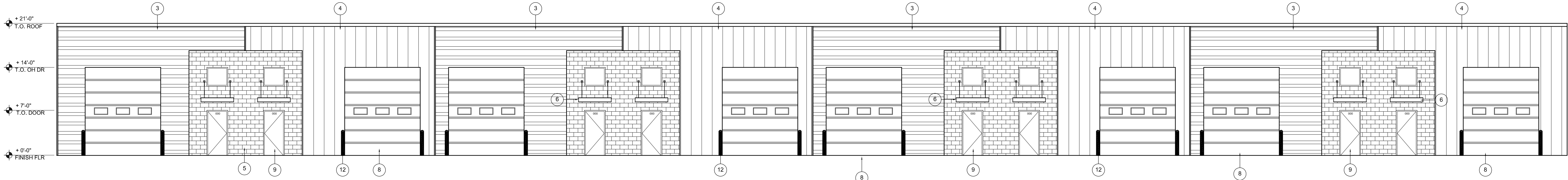
SHEET

A1.0



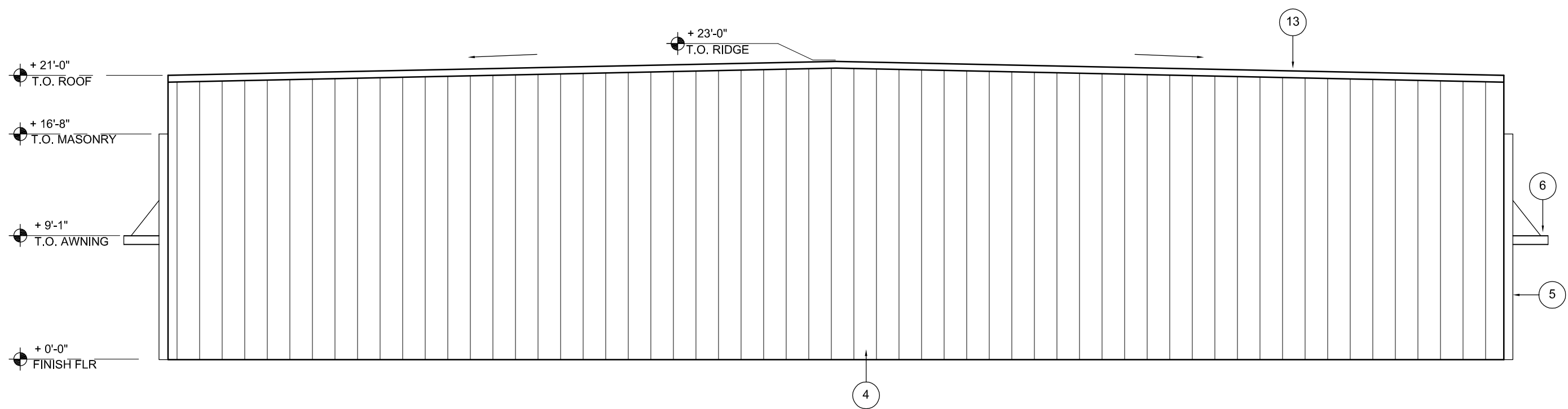
ELEVATION - FRONT

BLDGS J, K & L SCALE: 1/8" = 1'-0"



ELEVATION - FRONT

BLDGS J, K & L SCALE: 1/8" = 1'-0"



SIDE ELEVATION - TYP.

BLDGS J, K & L SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES: NOT ALL KEYNOTES USED

- WOOD OR METAL FRAMED EXTERIOR WALL WITH STUCCO FINISH.
- 8" CMU SPLITFACE PIER WITH METAL POST
- 12" WIDE METAL PANELING TLC-1
- 18" WIDE METAL PANELING IC72
- 8" CMU - SPLITFACE/INTERSTATE BLOCK
- METAL AWNING
- CLEAR STOREFRONT GLASS
- OVERHEAD DOOR
- INSULATED METAL MAN DOOR IN HOLLOW METAL FRAME
- FDC
- BUILDING NUMBER WITH MINIMUM HEIGHT OF 12-24 INCHES CONTASTING COLOR OF THE BUILDING
- 6" METAL BOLLARD TYPICAL AT EACH SIDE OF OVERHEAD DOOR OPENING. PAINT COLOR TO BE SAFETY YELLOW.
- STANDING SEAM METAL ROOF - NON-REFLECTIVE COLOR

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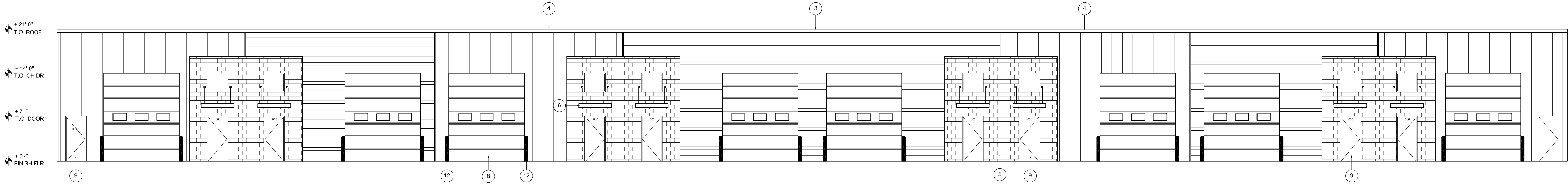
Rev. Date: Desc:

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ELEVATIONS - BLDGS J, K & L

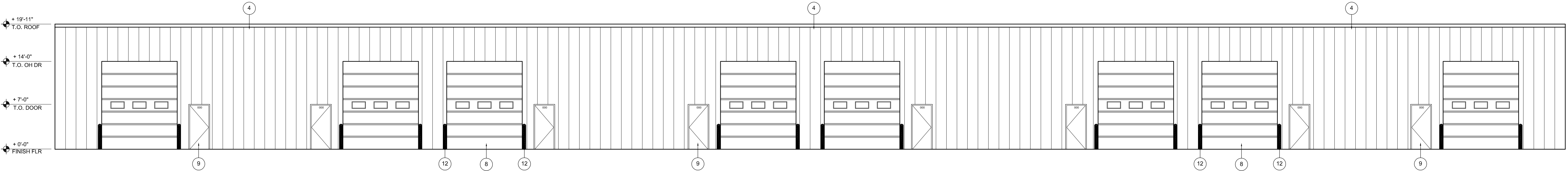
SHEET

A4.0



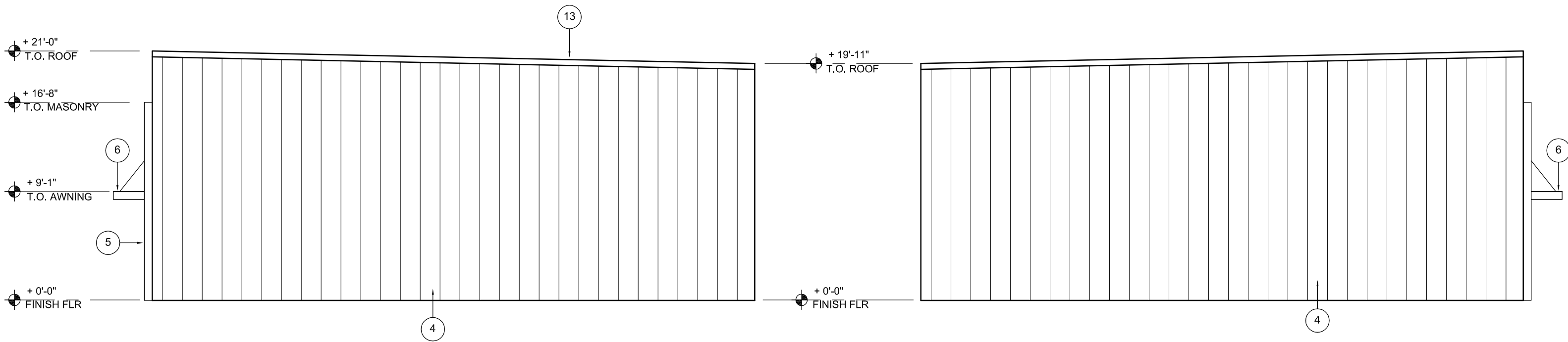
ELEVATION - FRONT

BLDGS M & N SCALE: 1/8" = 1'-0"



ELEVATION - REAR

BLDGS M & N SCALE: 1/8" = 1'-0"



SIDE ELEVATION - TYP.

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(602) 745-5387
kristin@ktmdesignstudio.com

Design Studio

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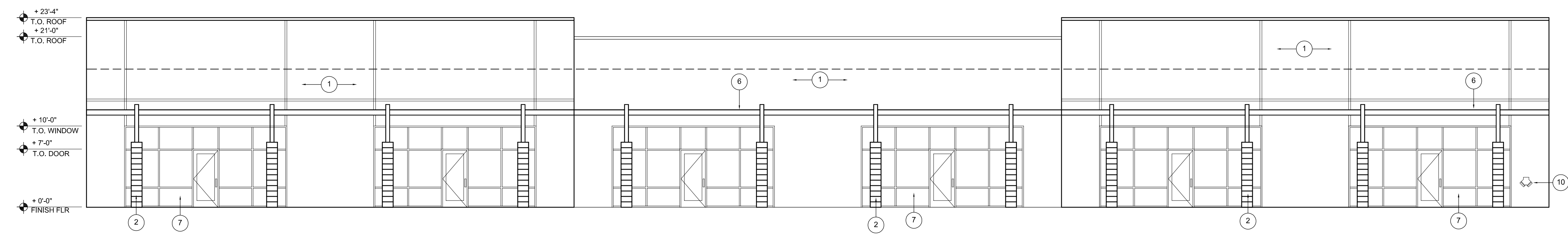
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TENANT IMPROVEMENT

ELEVATIONS - BLDGS M & N

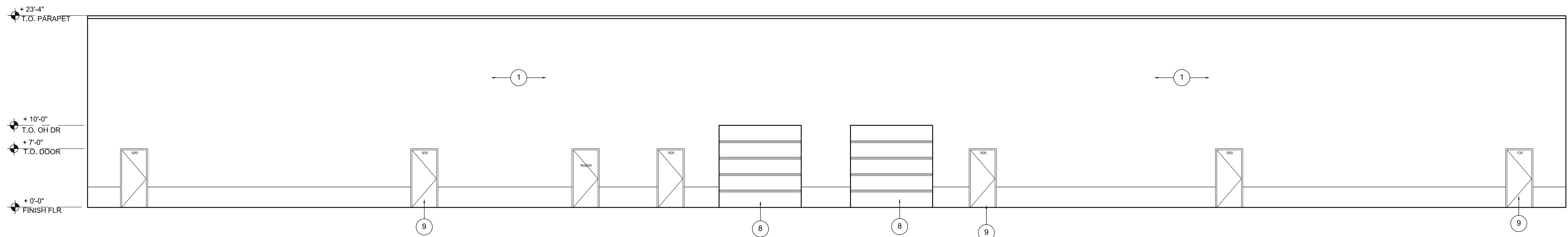
SHEET

A4.1



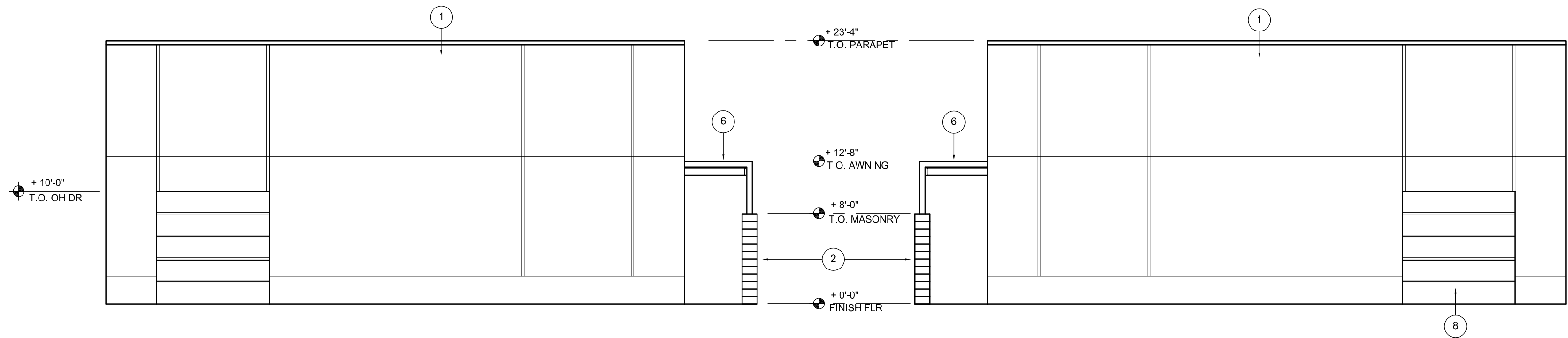
ELEVATION - FRONT

BLDGS AA & BB SCALE: 1/8" = 1'-0"



ELEVATION - REAR

BLDGS AA & BB SCALE: 1/8" = 1'-0"

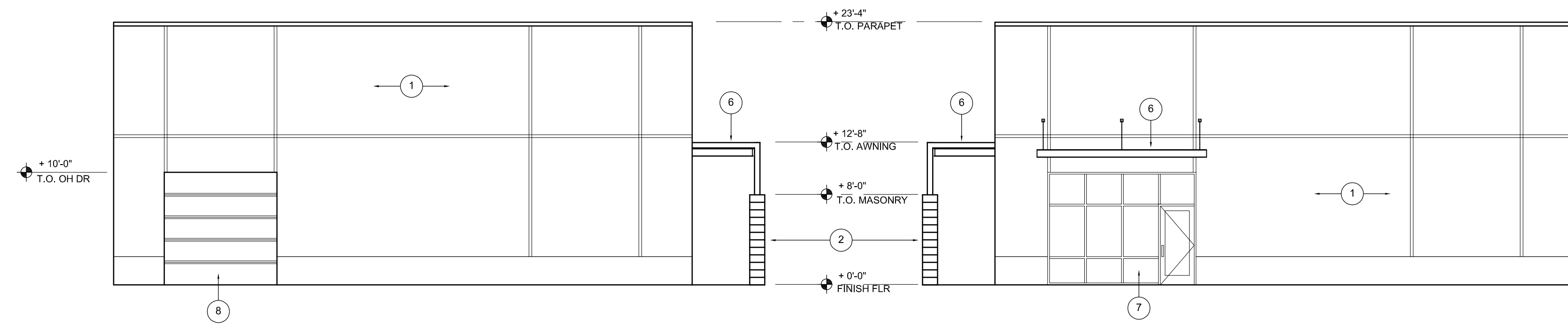


SIDE ELEVATION - SOUTH

BLDGS AA SCALE: 1/8" = 1'-0"

SIDE ELEVATION - NORTH

BLDG BB SCALE: 1/8" = 1'-0"



SIDE ELEVATION - SOUTH

BLDG AA SCALE: 1/8" = 1'-0"

SIDE ELEVATION - NORTH

BLDG AA SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES: NOT ALL KEYNOTES USED

- WOOD OR METAL FRAMED EXTERIOR WALL WITH STUCCO FINISH.
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- 6" METAL BOLLARD TYPICAL AT EACH SIDE OF OVERHEAD DOOR OPENING. PAINT COLOR TO BE SAFETY YELLOW.

DESIGNER

31014 NORTH 47th GLEN
PHOENIX, ARIZONA 85085
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kristin@ktrndesignstudio.com

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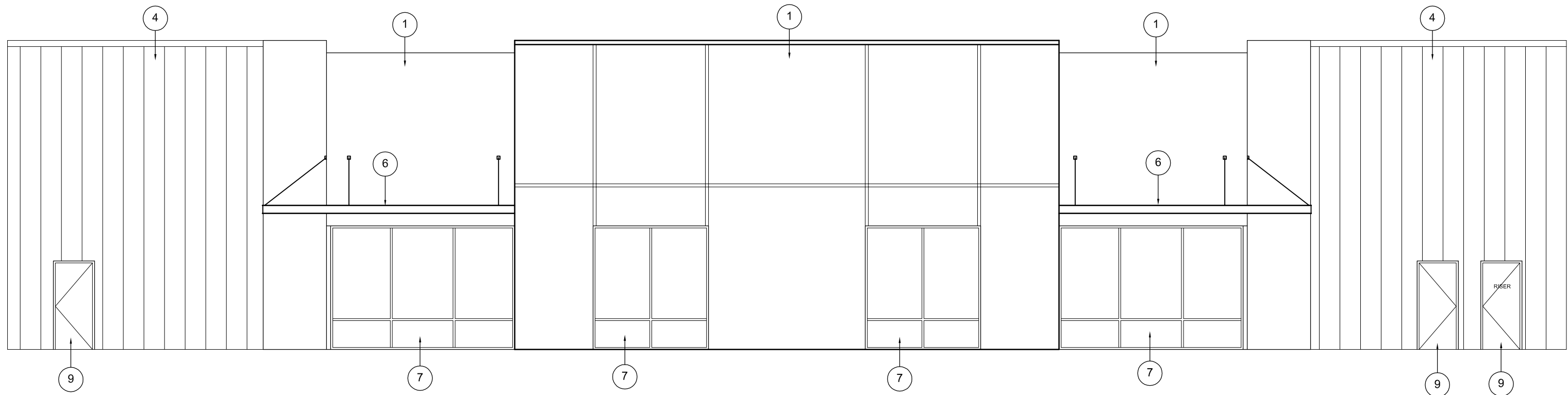
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TENANT IMPROVEMENT

ELEVATIONS - BLDGS AA & BB

SHEET

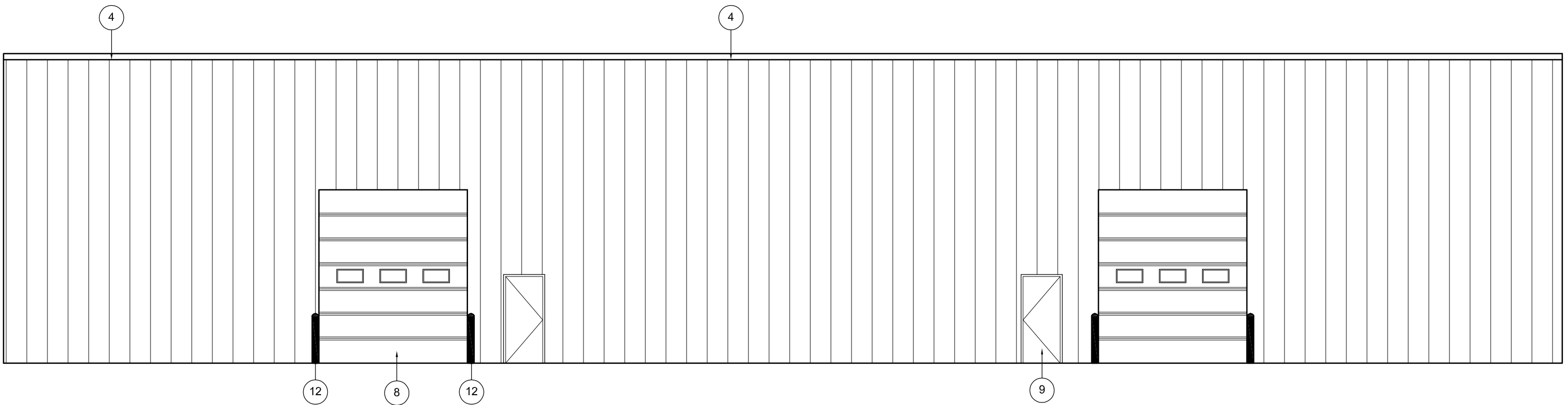
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ELEVATION - FRONT

BLDGS A-I

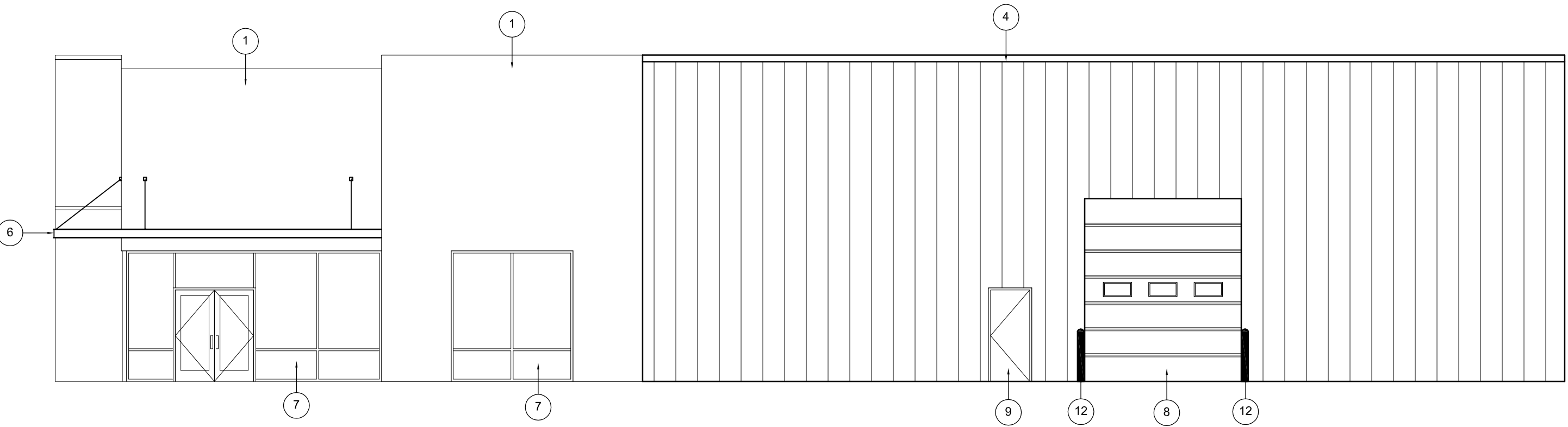
SCALE: 1/8" = 1'-0"



ELEVATION - REAR

BLDGS A-I

SCALE: 1/8" = 1'-0"



SIDE ELEVATION - TYP

BLDGS A-I

SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES:

NOT ALL KEYNOTES USED

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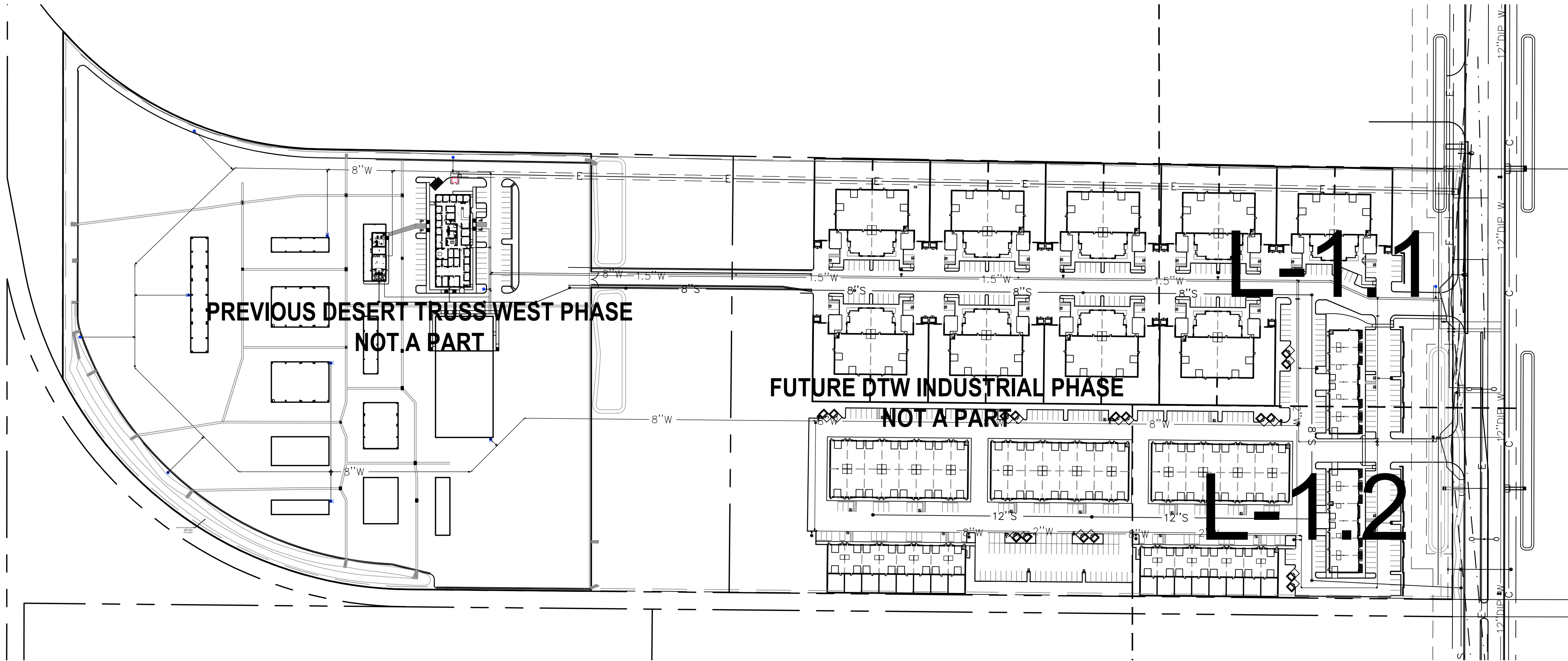
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TENANT IMPROVEMENT

ELEVATIONS - BLDGS A-I

SHEET

A4.3



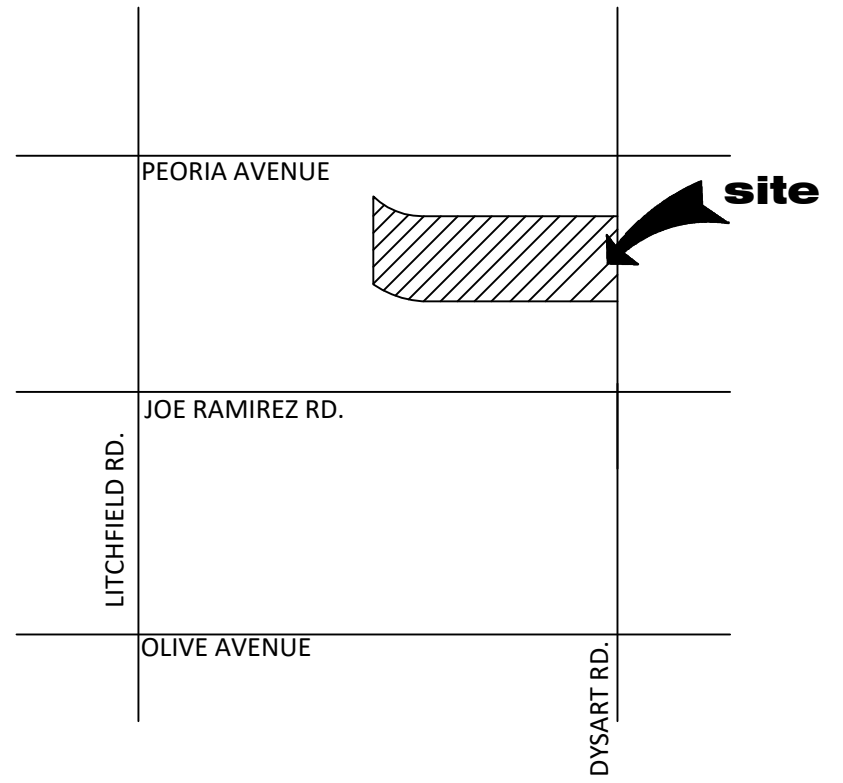
LANDSCAPE SHEET INDEX
L-1.0 LANDSCAPE COVER
L-1.1 PLANTING PLAN
L-1.2 PLANTING PLAN

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

APN = 509-18-974
ZONING = EI / PAD
GROSS AREA SITE = 1,794,020 SQ FT (41.185 ACRES)



VICINITY MAP

SCALE: N.T.S.

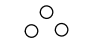
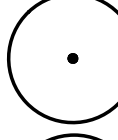
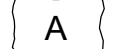
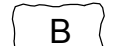
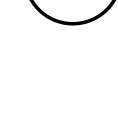


LANDSCAPE COVER – SHEET INDEX



NOT TO SCALE

PROPOSED PLANT PALETTE

TREES		SIZE/ COMMENTS/ QUANTITY	GROUNDCOVERS		
	ACACIA ANUERA MULGA ACACIA	36" BOX / LOW BREAKING / MATCHED / 4 QTY		ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL, 26 QTY
	CHILOPSIS LINEARIS 'BUBBA' HYBRID DESERT WILLOW	24" BOX / LOW BREAKING / MATCHED / 12 QTY		E. FARINOSA / A. DELTOIDEA BRITTLEBUSH / BURSAGE MIX	30 / 70 MIX 1 GAL, 106 QTY
	PROSOPIS 'COOPERI' HYBRID MESQUITE	24" BOX / LOW BREAKING / MATCHED / 13 QTY		LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL @ 3' O.C., 69 QTY
	ACACIA FARNESIANA SWEET ACACIA	24" BOX / LOW BREAKING / MATCHED / 5 QTY		EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C., 35 QTY
	ACACIA STENOPHYLLA SHOESTRING ACACIA	24" BOX / LOW BREAKING / MATCHED / 18 QTY		ERMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL @ 4' O.C., 91 QTY
	CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE	24" BOX / LOW BREAKING / MATCHED / 18 QTY		ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL @ 5' O.C., 111 QTY
				CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 4' O.C., 75 QTY
				INERT MATERIALS	
			DG	DECOMPOSED GRANITE MADISON GOLD	3/8" MINUS 2" DEPTH TYP.
SHRUBS					
	OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL, 48 QTY			
	RUELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL, 98 QTY			
	SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL, 30 QTY			
	LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL, 38 QTY			
	JUSTICIA CALIFORNICA CHUPAROSA	5 GAL, 123 QTY			
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL, 12 QTY			
	TECOMA STANS 'ESPERANZA' YELLOW BELLS	5 GAL, 26 QTY			
	LARREA TRIDENTATA CREOSOTE BUSH	5 GAL, 12 QTY			

GENERAL NOTES

- ALL PLANTING AREAS TO HAVE TOP DRESSING OF DECOMPOSED GRANITE, SIZE & COLOR AS SPECIFIED, 2" DEPTH TYP. APPLIED OVER PRE-EMERGENT PER MFG. SPECS, 2 APPLICATIONS, MIN.
- VERIFY ALL CONDITIONS IN FIELD PRIOR TO BIDDING/ INSTALLATION. DISCREPANCIES SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION IN WRITING.
- NO PLANT SUBSTITUTION ALLOWED UNLESS APPROVED BY L/S ARCHITECT.
- L/S ARCHITECT TO APPROVE ALL TREES PRIOR TO DELIVERY TO SITE.
- LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT HE/SHE DEEMS UNACCEPTABLE.
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- FINISHED GRADE BELOW ALL PLANTERS SHALL BE 1" BELOW ADJACENT HEADER, PAVING, CURBING, ETC.
- GROUND COVER AND/OR DG SHALL EXTEND UNDER SHRUBS UNLESS NOTED.
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- ADJUST NEW LANDSCAPE TO ACCOMMODATE EXISTING LANDSCAPE TO REMAIN.
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- ANY EXISTING PLANT MATERIAL NOT SHOWN TO REMAIN IS TO BE REMOVED BY CONTRACTOR.

EL MIRAGE GENERAL LANDSCAPE NOTE

- ALL AREAS NOT BEING USED FOR PARKING, STORAGE, OR PLAYGROUND SHALL BE LANDSCAPED FOR DUST AND WEED GROUND COVERING.



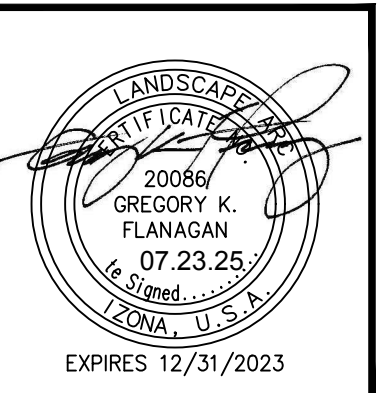
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EL MIRAGE, ARIZONA 85335

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LANDSCAPE ARCHITECTURE
PLANNING

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802 . 812 . 8891 tel
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date: 07.23.2025

contents: LANDSCAPE
COVER

sheet no.

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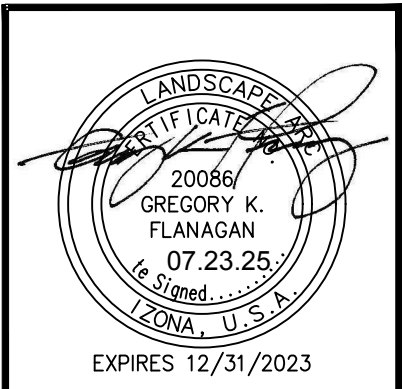


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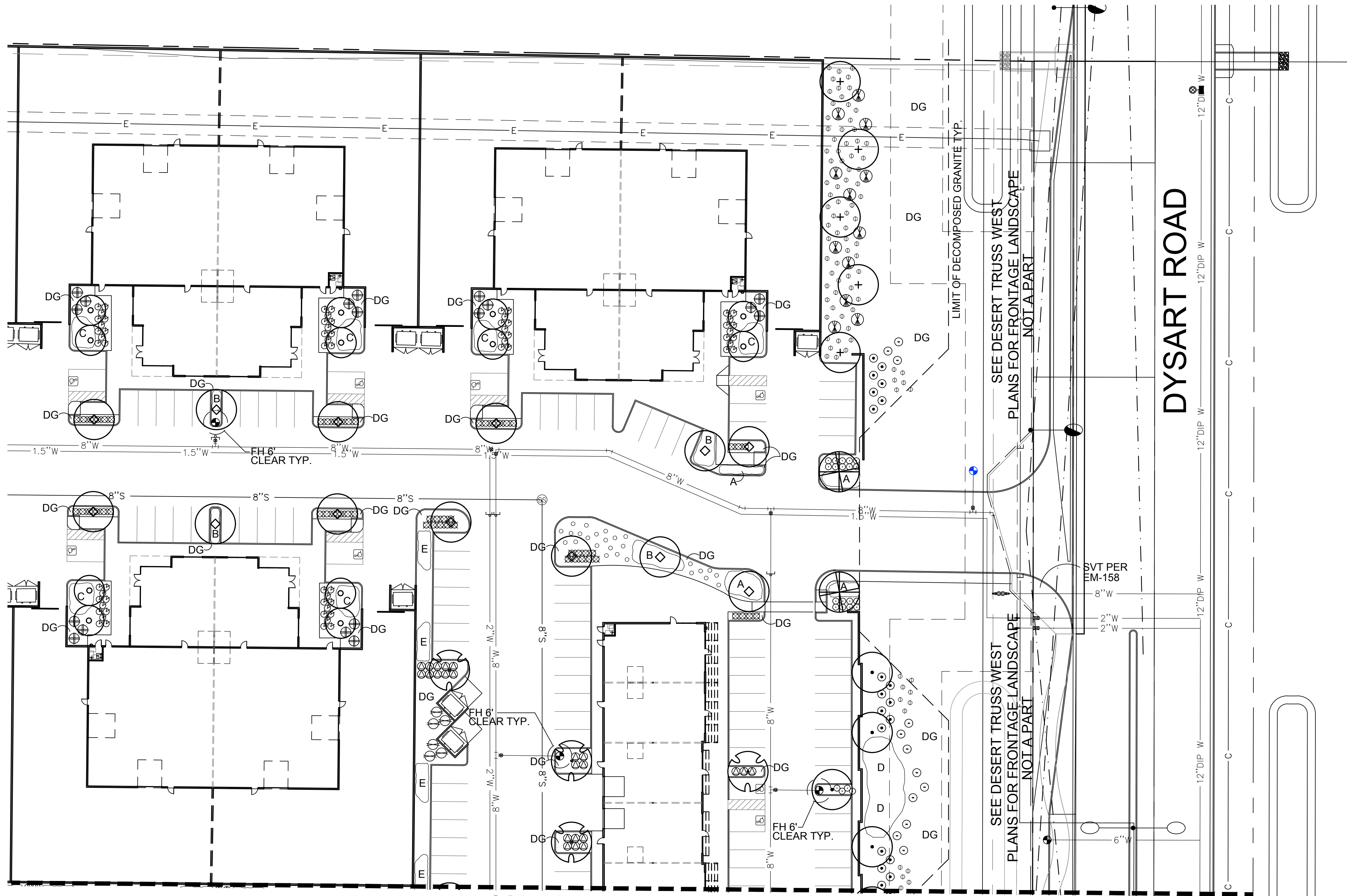
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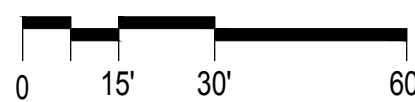
revisions:	
date:	07.23.2025
contents:	PLANTING PLAN
sheet no.	L—1.1



MATCHLINE SHEET L-1.2

PROPOSED PLANT PALETTE		
TREES	SIZE/ COMMENTS/ QUANTITY	
ACACIA ANUERA MULGA ACACIA	36" BOX / LOW BREAKING / MATCHED / 4 QTY	
CHILOPSIS LINEARIS 'BUBBA' HYBRID DESERT WILLOW	24" BOX / LOW BREAKING / MATCHED / 12 QTY	
PROSOPIS 'COOPERI' HYBRID MESQUITE	24" BOX / LOW BREAKING / MATCHED / 13 QTY	
ACACIA FARNESIANA SWEET ACACIA	24" BOX / LOW BREAKING / MATCHED / 5 QTY	
ACACIA STENOPHYLLA SHOESTRING ACACIA	24" BOX / LOW BREAKING / MATCHED / 18 QTY	
CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE	24" BOX / LOW BREAKING / MATCHED / 18 QTY	
SHRUBS		
OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL, 48 QTY	
RUELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL, 98 QTY	
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL, 30 QTY	
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL, 38 QTY	
JUSTICIA CALIFORNICA CHUPAROSA	5 GAL, 123 QTY	
CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL, 12 QTY	
TECOMA STANS 'ESPERANZA' YELLOW BELLS	5 GAL, 26 QTY	
LARREA TRIDENTATA CREOSOTE BUSH	5 GAL, 12 QTY	
GROUNDCOVERS		
ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL, 26 QTY	
E. FARINOSA / A. DELTOIDEA BRITTLEBUSH / BURSAGE MIX	30 / 70 MIX 1 GAL, 106 QTY	
A LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL @ 3' O.C., 69 QTY	
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C., 35 QTY	
C ERMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL @ 4' O.C., 91 QTY	
D ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL @ 5' O.C., 111 QTY	
E CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 4' O.C., 75 QTY	
INERT MATERIALS		
DG DECOMPOSED GRANITE MADISON GOLD	3/8" MINUS 2" DEPTH TYP.	

CONCEPTUAL PLANTING PLAN



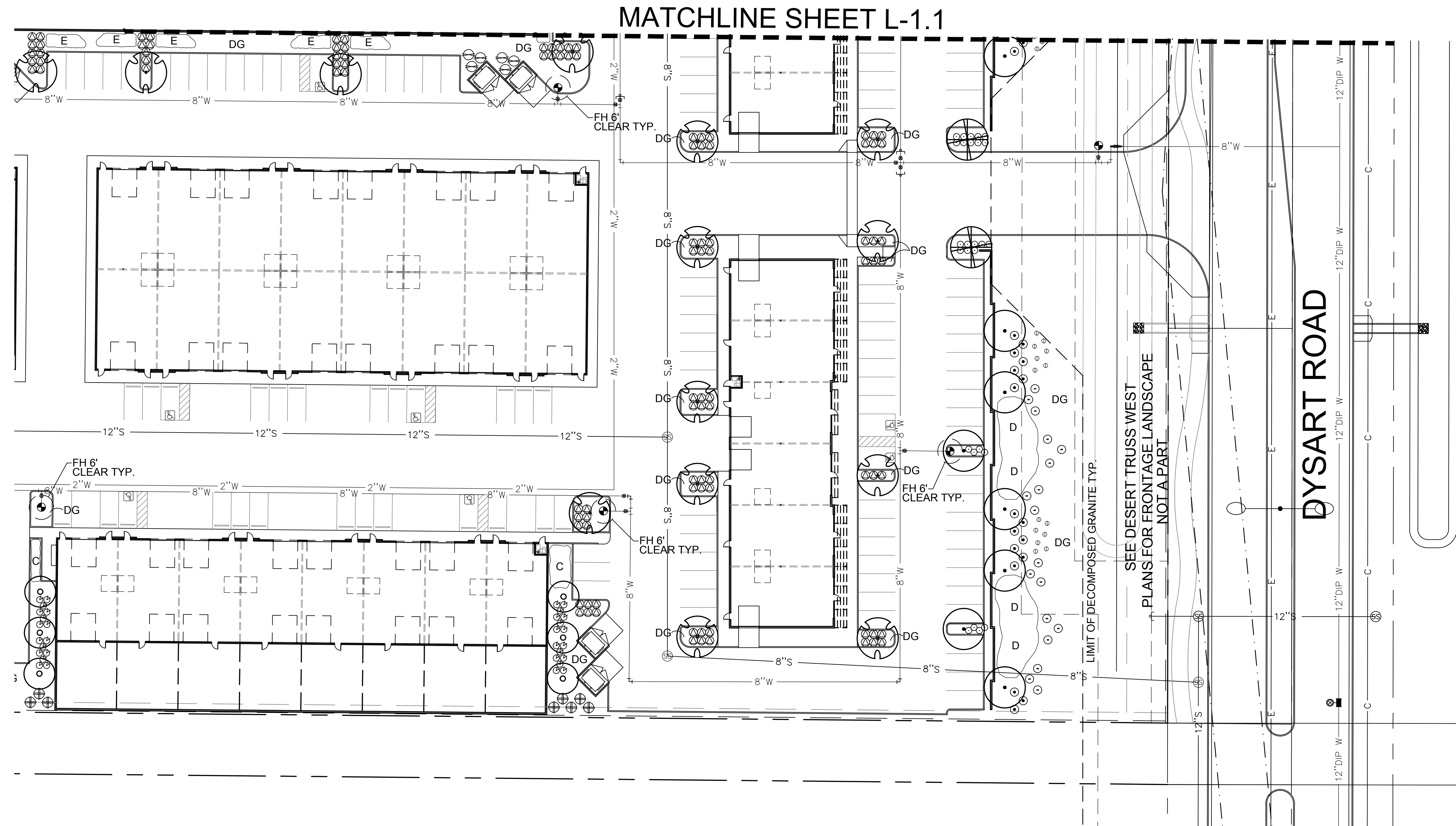
SCALE: 1"=30'-0"

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PROPOSED PLANT PALETTE

TREES		SIZE/ COMMENTS/ QUANTITY
	ACACIA ANUERA	36" BOX / LOW BREAKING /
	MULGA ACACIA	MATCHED / 4 QTY
	CHILOPSIS LINEARIS 'BUBBA'	24" BOX / LOW BREAKING /
	HYBRID DESERT WILLOW	MATCHED / 12 QTY
	PROSOPIS 'COOPER'	24" BOX / LOW BREAKING /
	HYBRID MESQUITE	MATCHED / 13 QTY
	ACACIA FARNESIANA	24" BOX / LOW BREAKING /
	SWEET ACACIA	MATCHED / 5 QTY
	ACACIA STENOPHYLLA	24" BOX / LOW BREAKING /
	SHOESTRING ACACIA	MATCHED / 18 QTY
	CAESALPINIA CACALACO 'SMOOTHIE'	24" BOX / LOW BREAKING /
	THORNLESS CASCALOTE	MATCHED / 18 QTY
SHRUBS		
	OLEA EUROPAEA 'LITTLE OLLIE'	5 GAL, 48 QTY
	DWARF OLIVE	
	RUELLIA BRITTONIANA	5 GAL, 98 QTY
	MEXICAN PETUNIA	
	SENNA ARTEMISIOIDES	5 GAL, 30 QTY
	FEATHERY CASSIA	
	LEUCOPHYLLUM LANGMANIAE	5 GAL, 38 QTY
	RIO BRAVO SAGE	
	JUSTICIA CALIFORNICA	5 GAL, 123 QTY
	CHUPAROSA	
	CAESALPINIA PULCHERRIMA	5 GAL, 12 QTY
	RED BIRD OF PARADISE	
	TECOMA STANS 'ESPERANZA'	5 GAL, 26 QTY
	YELLOW BELLS	
	LARREA TRIDENTATA	5 GAL, 12 QTY
	CREOSOTE BUSH	
GROUNDCOVERS		
	ERICAMERIA LARICIFOLIA 'AGUIRRE'	1 GAL, 26 QTY
	TURPENTINE BUSH	
	E. FARINOSA / A. DELTOIDEA	30 / 70 MIX
	BRITTLEBUSH / BURSAGE MIX	1 GAL, 106 QTY
	LANTANA 'NEW GOLD'	1 GAL @ 3' O.C.,
	TRAILING YELLOW LANTANA	69 QTY
	EREMOPHILA GLABRA	1 GAL @ 4' O.C.,
	OUTBACK SUNRISE EMU	35 QTY
	ERMOPHILA CARNOSA	1 GAL @ 4' O.C.,
	WINTER BLAZE EMU	91 QTY
	ACACIA REDOLENS 'DESERT CARPET'	1 GAL @ 5' O.C.,
	TRAILING ACACIA	111 QTY
	CALLISTEMON 'LITTLE JOHN'	1 GAL @ 4' O.C.,
	DWARF BOTTLE BRUSH	75 QTY
INERT MATERIALS		
DG	DECOMPOSED GRANITE	3/8" MINUS
	MADISON GOLD	2" DEPTH TYP.

CONCEPTUAL PLANTING PLAN



SCALE: 1"=30'-0"

DTW INDUSTRIAL — PHASE 1

10100 N. DYSART RD.

EL MIRAGE, ARIZONA 85335

G.K. FLANAGAN

ASSOCIATES, INC

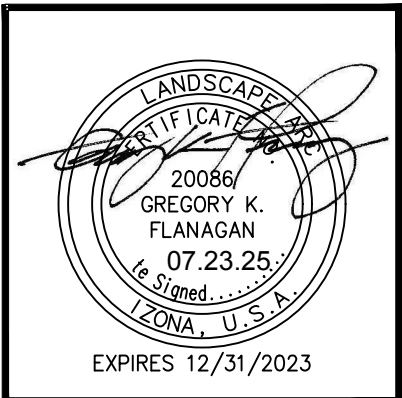
LANDSCAPE ARCHITECTURE

PLANNING

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602 . 812 . 8893 fax



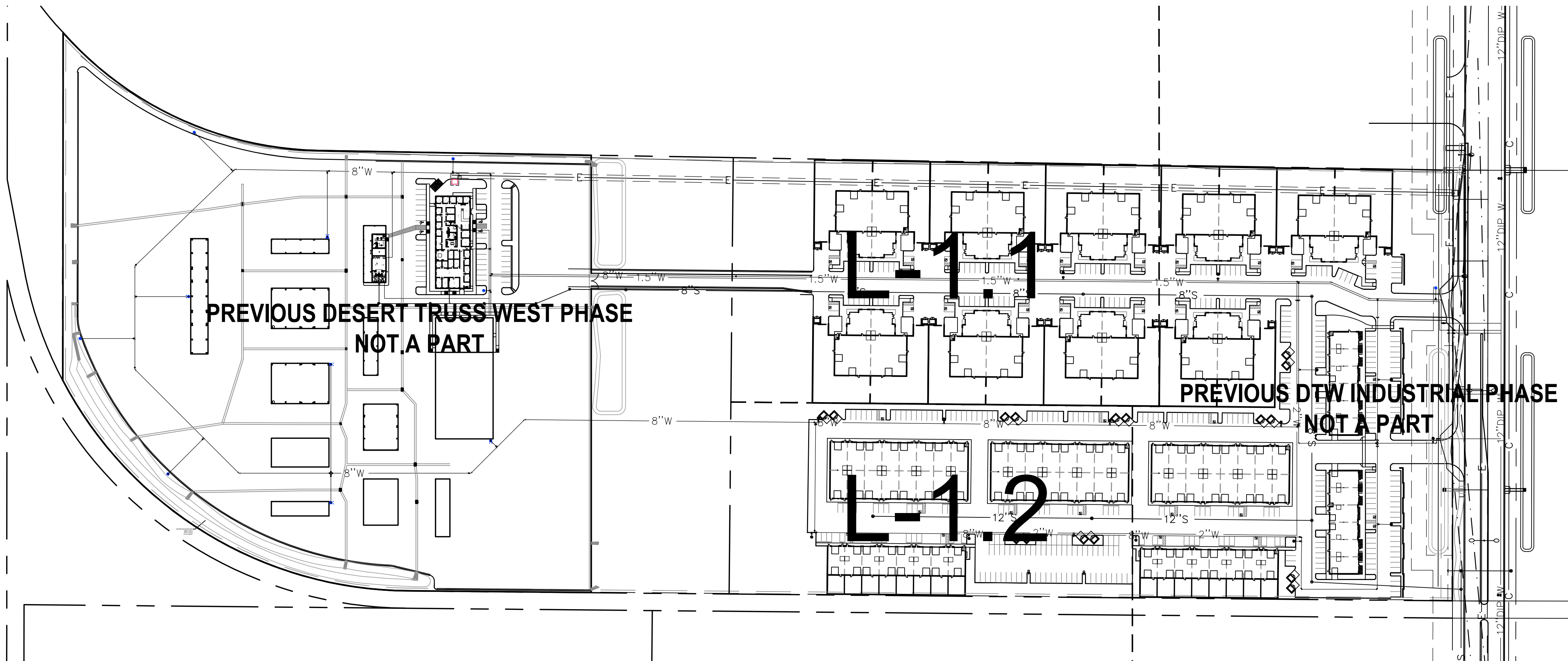
revisions:

date: 07.23.2025

contents: PLANTING PLAN

sheet no.

L—1.2



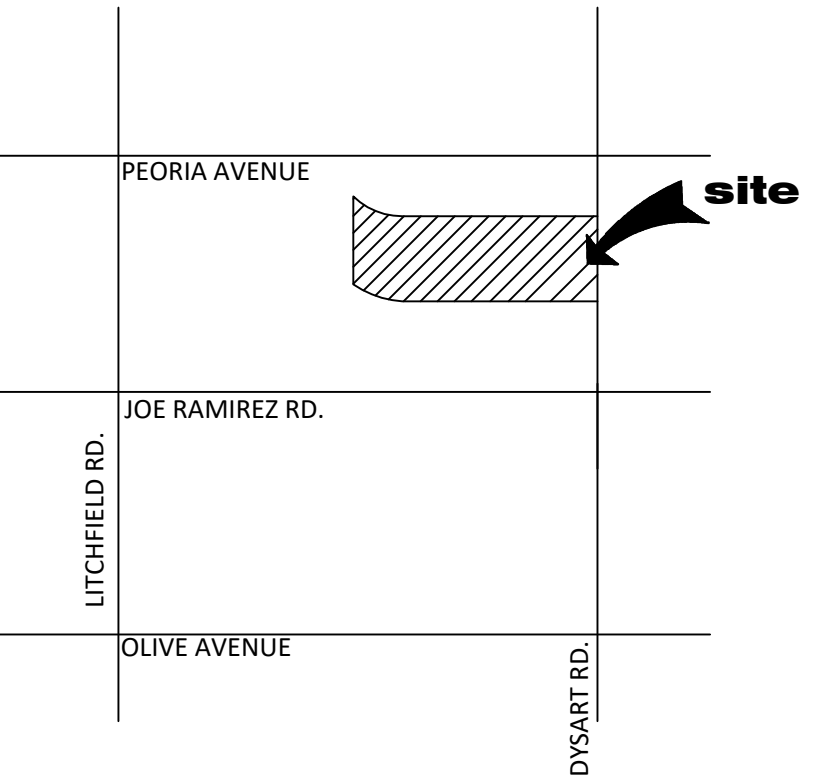
LANDSCAPE SHEET INDEX
L-1.0 LANDSCAPE COVER
L-1.1 PLANTING PLAN
L-1.2 PLANTING PLAN

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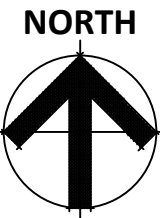
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APN = 509-18-974
ZONING = EI / PAD
GROSS AREA SITE = 1,794,020 SQ FT (41.185 ACRES)

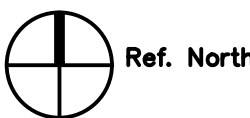


VICINITY MAP

SCALE: N.T.S.



LANDSCAPE COVER – SHEET INDEX



NOT TO SCALE

PROPOSED PLANT PALETTE

TREES		GROUNDCOVERS	
	CHILOPSIS LINEARIS 'BUBBA' HYBRID DESERT WILLOW		ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH
	PROSOPIS 'COOPERI' HYBRID MESQUITE		E. FARINOSA / A. DELTOIDEA BRITTLEBUSH / BURSAGE MIX
	ACACIA FARNESIANA SWEET ACACIA		LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA
	ACACIA STENOPHYLLA SHOESTRING ACACIA		EREMOPHILA GLABRA OUTBACK SUNRISE EMU
	CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE		ERMOPHILA CARNOSA WINTER BLAZE EMU
SHRUBS			ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA
	OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE		CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH
	RUELLIA BRITTONIANA MEXICAN PETUNIA		INERT MATERIALS
	RUELLIA PENINSULARIS BAJA RUELLIA		DECOMPOSED GRANITE
	SENNA ARTEMISIODES FEATHERY CASSIA		MADISON GOLD
	LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE		
	JUSTICIA CALIFORNICA CHUPAROSA		
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE		
	TECOMA STANS 'ESPERANZA' YELLOW BELLS		
	LARREA TRIDENTATA CREOSOTE BUSH		

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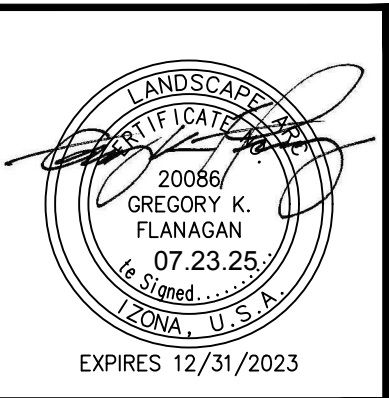
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date: 07.23.2025

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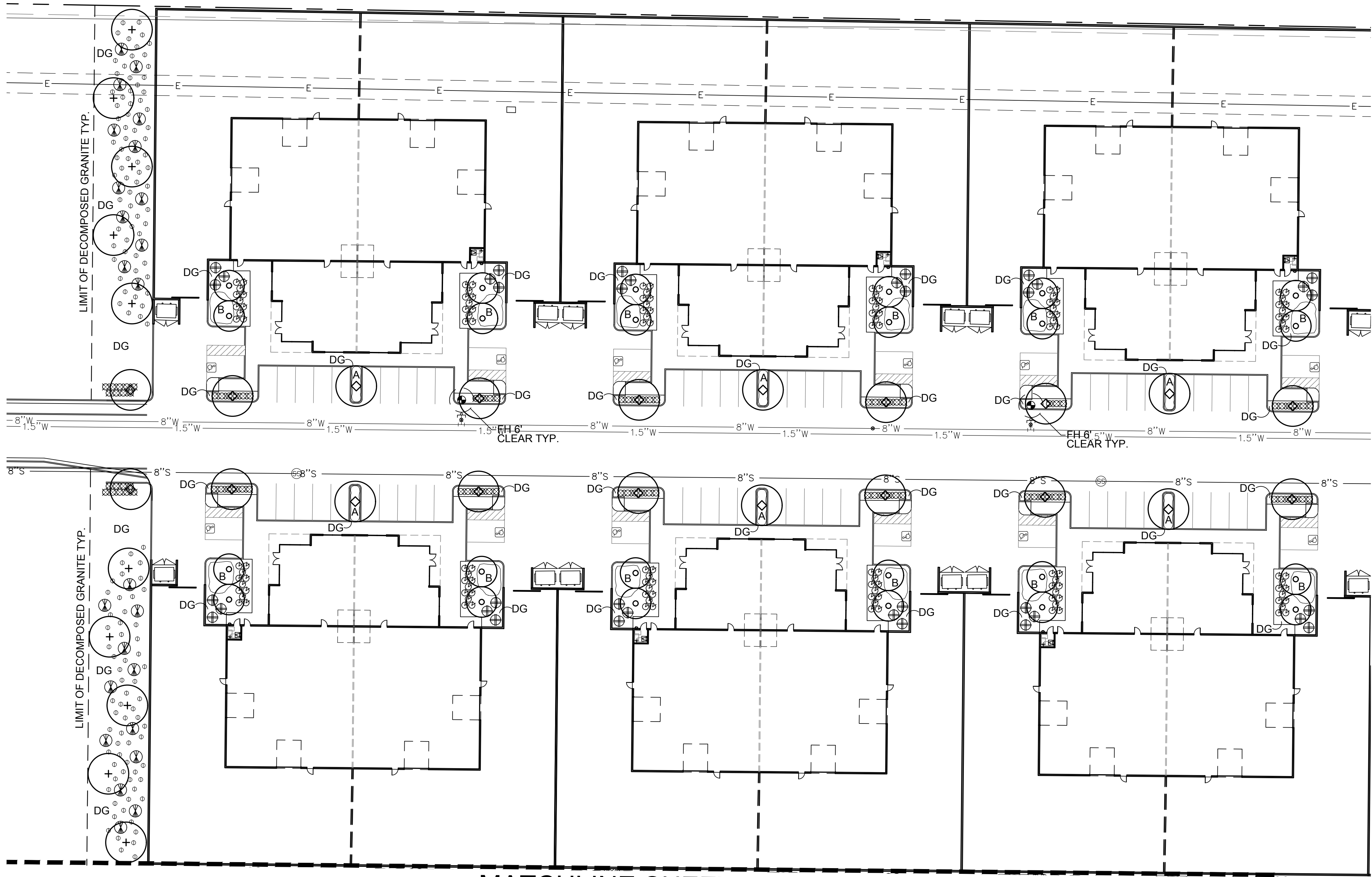
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revisions:	
date:	07.23.2025
contents:	PLANTING PLAN
sheet no.	L—1.1



PROPOSED PLANT PALETTE

TREES	SIZE/ COMMENTS/ QUANTITY
● CHILOPSIS LINEARIS 'BUBBA' HYBRID DESERT WILLOW	24" BOX / LOW BREAKING / MATCHED / 17 QTY
◇ PROSOPIS 'COOPERI' HYBRID MESQUITE	24" BOX / LOW BREAKING / MATCHED / 20 QTY
+ ACACIA FARNESIANA SWEET ACACIA	24" BOX / LOW BREAKING / MATCHED / 10 QTY
⊖ ACACIA STENOPHYLLA SHOESTRING ACACIA	24" BOX / LOW BREAKING / MATCHED / 5 QTY
○ CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE	24" BOX / LOW BREAKING / MATCHED / 30 QTY
SHRUBS	
○ OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL, 8 QTY
⊕ RUELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL, 164 QTY
⊕ RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL, 42 QTY
○ SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL, 12 QTY
⊕ LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL, 43 QTY
⊕ JUSTICIA CALIFORNICA CHUPAROSA	5 GAL, 47 QTY
⊕ CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL, 30 QTY
⊕ TECOMA STANS 'ESPERANZA' YELLOW BELLS	5 GAL, 48 QTY
⊕ LARREA TRIDENTATA CREOSOTE BUSH	5 GAL, 24 QTY
GROUNDCOVERS	
○ ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL, 29 QTY
⊕ E. FARINOSA / A. DELTOIDEA BRITTLEBUSH / BURSAGE MIX	30 / 70 MIX 1 GAL, 184 QTY
A EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C., 31 QTY
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INERT MATERIALS	
DG DECOMPOSED GRANITE MADISON GOLD	3/8" MINUS 2" DEPTH TYP.

CONCEPTUAL PLANTING PLAN



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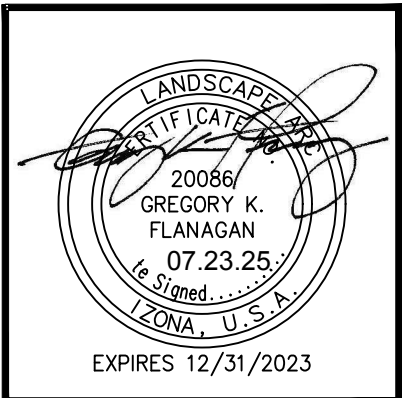


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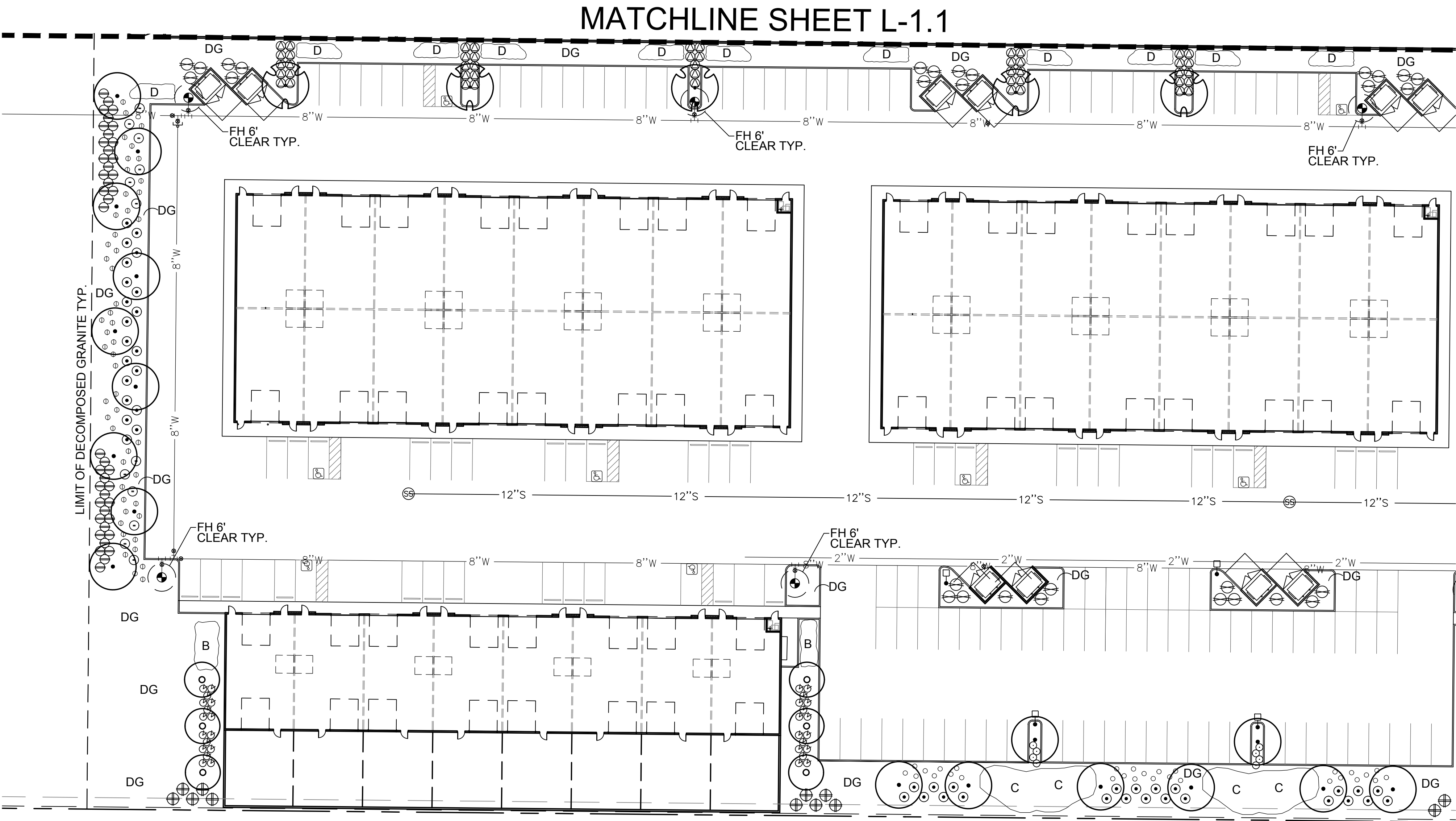
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PROPOSED PLANT PALETTE		
TREES		
	CHILOPSIS LINEARIS 'BUBBA' HYBRID DESERT WILLOW	24" BOX / LOW BREAKING / MATCHED / 17 QTY
	PROSOPIS 'COOPERI' HYBRID MESQUITE	24" BOX / LOW BREAKING / MATCHED / 20 QTY
	ACACIA FARNESIANA SWEET ACACIA	24" BOX / LOW BREAKING / MATCHED / 10 QTY
	ACACIA STENOPHYLLA SHOESTRING ACACIA	24" BOX / LOW BREAKING / MATCHED / 5 QTY
	CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE	24" BOX / LOW BREAKING / MATCHED / 30 QTY
SHRUBS		
	OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL, 8 QTY
	RUPELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL, 164 QTY
	RUPELLIA PENINSULARIS BAJA RUPELLIA	5 GAL, 42 QTY
	SENNA ARTEMISIODES FEATHERY CASSIA	5 GAL, 12 QTY
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	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 4' O.C., 91 QTY
INERT MATERIALS		
DG	DECOMPOSED GRANITE MADISON GOLD	3/8" MINUS 2" DEPTH TYP.



DEVELOPMENT APPLICATION STAFF REPORT

Case Number:	SP250002	Request:	Site Plan Approval
Project Name:	DT Industrial Park		
Applicant/Owner:	KTM Design Studio / Desert Truss Inc.		
Project Address:	10080 N Dysart Rd, El Mirage AZ 85335	Acres	±21.0 ac.

Considerations	The applicant is requesting approval for a site plan zoning application to develop a vacant parcel of land into an industrial park within a PAD zoning area. The park would feature four types of buildings for industrial, office, and commercial tenants, ranging from over 9,000 SF to over 23,000 SF. The industrial park will consist of fifteen buildings, with some outdoor storage available for businesses that need to park company vehicles overnight. The project will be phased to stagger the construction of the buildings. The applicant has provided elevation drawings for the four building types with the submittal of the zoning application.
General Plan Compliance	The El Mirage 2020 General Plan identifies the site as being in the Commerce/Industry Park Planning Area and follows the plan.
Zoning & Land Use	The property is zoned PAD, Planned Area Development, PAD00-08-01, for commercial, industrial, and manufacturing use, with a land use designation status of a vacant industrial lot.
ARS 28-8481 Land Use Compatibility	The site is located inside the Luke Air Force Base (LAFB) Noise Contour Zone and the Military Airport Territory Area and is subject to ARS 28-8481, land use compatibility regulations. Please read their comments in the attached email from Mark James, Interim Director, dated January 20, 2025.
City Staff Review	The staff of the Technical Advisory Committee (TAC) has a thoroughly reviewed the application and determined that it is appropriate to proceed with the public hearings.
Stipulations:	The applicant shall consent and address the comments provided by the TAC members mentioned in the August 21, 2025, letter with the permit review submittal.
Planning Commission	On September 9, 2025, the Planning Commission recommended approval of the zoning application with a 4-0 vote.
City Council	Staff will present the proposal to the City Council at the public meeting on October 7, 2025, and seek a final action.
Attachments	Zoning Application, TAC Review Comments, Luke Review, and Commission Meeting Minutes.
Supportive Documents	Supportive documents are available for review at the El Mirage Development Services Department, Planning & Zoning Division during the city's work hours.

MEMORANDUM
Technical Advisory Committee
Review Comments

TO: Kristin Thoma-Mahan, KTM Design Studio

FROM: Jose A. Macias, Senior Planner
Development Services Department, Planning & Zoning

RE: SP250002 DT Industrial Park

DATE: August 21, 2025

Mrs. Thoma-Mahan,

Please see the review comments from the El Mirage Technical Advisory Committee (TAC) for the site plan approval zoning application mentioned above.

BUILDING & SAFETY – Brigham Bennett, Building Official

1. No comments.

ECONOMIC DEVELOPMENT – Tom Doyle, Economic Development Manager

2. This is a great project that meets the needs of several small businesses looking for rental space.

ENGINEERING – Bryce Christo, Asst. City Engineer

3. See the attached memorandum.

FIRE DEPARTMENT – Jason Napier, Fire Marshall

4. No comments.

PLANNING & ZONING – Jose A. Macias, Senior Planner

5. See the attached memorandum.

POLICE DEPARTMENT – Chris Culp, Police Sergeant

6. No comments.

PUBLIC WORKS – Scott Ketchmark, Utilities Superintendent

7. No comments.

If you have any questions regarding these comments or would like to set up a follow-up, please feel free to contact my office.

MEMORANDUM

TO: Jose Macias, Planner/GIS
FROM: Bryce Christo, P.E., Assistant City Engineer
SUBJECT: DT Industrial Site Plan Review
DATE: 08-20-25

Below are the Engineering Department's comments for the above referenced submittal provided in August 2025. **These items will have to be addressed prior to the Planning and Zoning Meeting.**

Site Plan/Civil Plans

1. None.

The below items will have to be addressed during the Construction Plan Submittal.

Narrative

2. A Final Phasing Plan per [Chapter 1, Section F of the City's Design & Development Standards Manual \(DDSM\)](#) will be required with the Site Plan application.

Site Plan/Civil Plans

3. Provide the street address of the project.
4. Label the right of way of Dysart Road.
5. The plans will have to show the following:
 - a. Exterior signs
 - b. Exterior lighting
6. A 1-foot Vehicular Non-Access Easement (VNAE) is required along the south property line and along Dysart Road except at the proposed driveways.
7. The proposed south driveway appears to be approximately 235 feet north of the future rail crossing right of way. The spacing meets City Code requirements but the applicant will have to obtain a letter from BNSF stating this spacing is acceptable to them. This letter must be submitted to the City prior to civil plan approval or the release of any permits.
8. The proposed driveway shall be per MAG or City details. A stop sign is recommended at the driveway. A "One Way" sign shall be installed in the existing median across from the driveway.
9. The driveway shall be able to accommodate a WB-67 vehicle without encroaching into the adjacent lane.
10. Any fire lane/emergency access road shall be 26 feet wide and designed to handle 75,000 lbs. A Geotechnical Report will be required for this project, and it should provide a recommended design section for the access road(s) and all other onsite paving.

11. Show a breakdown of all of the required and provided parking spaces for each building including the number of ADA spaces (standard and van accessible). If the amount of spaces being provided is less than required, a Parking Waiver must be provided. The Waiver shall include the number of spaces required per City Code, the number of spaces actually required by the site and how that number was determined and explain how additional spaces can be accommodated if required in the future.
 - a. If the office is part of the warehouse, the number of spaces required reduces to 1 per 350 sf.
 - b. A note on the Site Plans states that “parking stalls can be provided in rear yard as required per tenant”. There does not appear to be enough room to (a) drive the vehicles to/from the rear via the proposed gate and (b) to provide both parking spaces and a drive aisle in the rear of the buildings while meeting City Code.
12. When parking spaces are adjacent to a sidewalk, the sidewalk shall be a minimum of 6 feet wide or parking blocks shall be installed.
13. The standard parking space dimensions for 90-degree spaces shall be 9’x18’ per [City Detail EM-157](#). The drive aisles within the parking lots shall be a minimum of 25 feet wide for two-way traffic. The drive aisles for the parking lot between Buildings M and N appear to be only 24 feet wide. Provide dimensions of the improvements included the parking spaces, drive aisles, sidewalks, etc.
14. Dead end parking lots require a minimum 5 foot bump out to allow vehicles to pull out/turnaround.
15. Parking spaces shall be striped with a minimum of 4-inch painted lines.
16. 6-inch MAG type curbing is required around all driveways and parking lots. Curb that carries drainage shall include a gutter. The curbing shall be no closer than 3 feet to any property line.
17. Verify that there are no conflicts with the parking spaces and the proposed garage door locations.
18. Off-street loading spaces are required per [City Code Section 154.105](#). Shows these spaces on the plans.
19. Plans shall include applicable City Notes. Call out MAG, City, etc. details to be used. Use the City’s Design & Development Standards Manual (DDSM) as a guide for the final design.

Preliminary Grading & Drainage Plan (A separate Grading and Drainage Plan was not submitted for review but the below are based on typical comments and the exhibit provided in the Preliminary Drainage Report)

20. Provide topographic contours and drainage arrows.
21. Verify the slope does not exceed 2% in any direction within ADA parking spaces.
22. Side slopes adjacent to the public right of way, areas where pedestrian access is permitted and within Public Utility Easements (PUE) shall be 6:1 or flatter. There shall be at least two feet of level ground between any wall or vertical obstruction and the top of any side slope grading.
23. The proposed basins and/or underground retention pipe shall be located a minimum of 4 feet away from any structures and shall not be located within any building setbacks, easements, or fire lanes.
24. Label basin volumes required, volumes provided, HWL, bottom elevations and the basin overflow elevations for each basin.
25. The finished floors of Buildings L and N appear to be less than 1 foot above the HWL of the adjacent basin. These finished floors shall be raised or the basin lowered to obtain the one foot of freeboard.

Preliminary Utility Plans (A separate Utility Plan was not submitted for review but the below are based on typical comments and the exhibit provided in the Preliminary Water and Sewer Reports)

26. The Utility Plans shall show all utilities and utility easements including electric, gas, phone and cable, if applicable.
27. Onsite sanitary sewer main/services and water mains/services will be private and will be reviewed by the City. The water main between the backflow preventer and main will be reviewed by EPCOR. The sanitary sewer connection will be reviewed by EPCOR.
28. Water meters/vaults shall be located within the right of way and backflow preventers shall be located on private property but not within the PUE.
29. Domestic and landscape services lines shall be a minimum of 1 inch in diameter. Fire service lines shall be a minimum of 6 inches in diameter unless a smaller size is approved by the Fire Department in writing.
30. The landscaping service requires its own meter and backflow preventer.
31. The maximum length of a dead end water main is 400 feet.
32. Fire hydrants shall adhere to [City Details EM-360, 361 and 362](#). If bollards are required, they shall adhere to [City Detail EM-364](#). The backflow preventers shall adhere to [City Details EM-351, 352 or 353](#).
33. Water valves are required along the fire line, approximately every 500 feet, and at locations so that the maximum number of hydrants to be out of service is two.
34. Hydrant spacing shall be a maximum of 300 feet around the buildings. Final locations will be reviewed and approved by the Fire Department.
35. All utilities shall maintain a minimum of 3 feet of clearance from all fire hydrants and fire suppression devices per [City Detail EM-361](#).
36. Any hydrants within the project site will be private and painted "Safety Red" per [City Detail EM-360](#). All hydrants require markers per MAG Detail 122.
37. Water and sewer lines or services are not recommended to run through retention basins as shown on the plans. If this is desired, the utilities must have a minimum of 4 feet of cover from the bottom of the basin to the top of the pipe.
38. The sewer services shall be a minimum of 6 inches in diameter.
39. Each new building will require a backwater valve per [City Detail EM-442](#).
40. See [Section 6-3 of the City's Design and Development Standards Manual \(DDSM\)](#) to determine if a pretreatment device is required.
41. Show utility horizontal and vertical clearance information per MAG Detail 404 and [City Detail EM-402](#).
42. Each proposed driveway shall have at least one streetlight.
43. Any light or combination of lights which cause light on a public street, other than lights specifically intended for that purpose, shall not exceed one foot candle as measured from the center line of the street. Provide a Photometric Plans that shows the foot candles along the centerline of Dysart Road to verify that the proposed lighting will not exceed the maximum limit.

Preliminary Landscape Plans

44. A separate landscaping service, meter and backflow preventer is required.
45. All plantings at maturity shall maintain a minimum of 3 feet of clearance from all fire hydrants and fire suppression devices per City Detail EM-361.
46. Trees shall not be placed within 5 feet of any City curb or sidewalk or within 6 feet of any public utility.

47. DG, or another approved soil stabilization measure, is required on all non-paved, improved areas both on site and within the right of way adjacent to the project site.
48. Add a note to the plans that the maintenance for all landscaping and irrigation shown on the plans will be the responsibility of the property owner.
49. Irrigation plans will be required.

Exterior Elevations

50. No comments.

Preliminary Drainage Report

51. Section 4.2 – This section states that “offsite flows are assumed to only enter the property at the northeast corner of the site.” There are two scuppers along Dysart Road that accept offsite flows.
52. Table 4.1 – The volume required for the “Onsite” is incorrect. Use 2.4 inches as the rainfall depth.
53. Section 4.4 – The difference between the lowest finished floor and the site outfall is 1.31 feet.
54. Use the City Runoff Coefficients per [City Code Section 155.054\(B\)\(6\)\(a\)](#). Concrete = 0.95, roofs/asphalt = 0.85, grass = 0.15 and desert/rock lawn = 0.70.
55. Show the high water level, bottom elevation and overflow elevations of each basin. Provide stage-storage calculations.
56. Provide dry well calculations for the basins and underground retention pipes. It is recommended to use 0.1 cfs as the percolation rate for planning purposes.
57. Provide a Tributary Area Map.
58. Update any offsite calculations that were originally prepared with the Desert Truss West site, as applicable.
59. Provide calculations of the storm drain pipes, catch basins, etc.

Preliminary Water Report

60. Section 2 – The Zoning for this parcel is PAD/EI.
61. Provide the Pipe Report to show the system meets the requirements of the [City’s Water Design Criteria](#).

Preliminary Sewer Report

62. Show calculations that the proposed sewer can accommodate the flows from the entire site including Desert Truss West and the full build out of DT Industrial. Show that it meets the requirements set forth in the [City’s Wastewater Design Criteria](#).

Traffic Impact Statement (TIS)

63. Turn Lane Analysis and Queue Storage – The City’s Auxiliary Lane Criteria has been updated for 2025.
64. Right Turn Lane Warrant Analysis
 - a. The reduction of the southern deceleration lane storage to 55 feet requires a [Design Exception](#). Previous approvals for reduced storage do not carry over to future phases/projects.
 - b. It is noted that 55 feet of storage for the southern deceleration lane is sufficient for two typical passenger vehicles. Being that the ultimate site includes both a truss manufacturing company and various industrial uses, are larger vehicles anticipated to be visiting this site that could make this reduced storage inadequate?

- c. The spacing of 215 feet between the proposed driveways is less than the City requirement of 250 feet, therefore a [Design Exception](#) will be required.
 - d. If the above Design Exception is approved, the taper of the deceleration lane can be reduced to 90 feet in an attempt to maximize the storage length. The City does not wish for the right turn lane to be continuous.
65. Queue Storage – It shall be noted that the northbound left turn lane constructed by the City as part of the Dysart Road project was installed with 153 feet of storage.

ALTA Survey

66. ALTA Surveys are only good for 6 months but the provided one is from 2021. This ALTA is acceptable for the TAC Committee but an updated ALTA will be required as part of the Final Plat process. The updated ALTA will need to revise Schedule B per the latest title report.
67. The following items were noticed on the submitted ALTA:
- a. The Schedule B number references on Sheet 3 appear to be off by 1 (i.e., #11 should actually be #12).
 - b. The right of way is shown as both 61.5 feet and 60.5 feet. The correct right of way width is 60.5 feet.

Title Report

68. No comments.

Phase I Environmental Site Assessment

69. Phase I ESAs are only good for 6 months but the provided one is from 2022. An updated Phase I ESA will be required.
70. The following items were noticed on the submitted Phase I ESA:
- a. Section 3.2 & 7.2 – The project site lies within a Water and Wastewater Service Area that is in the process of being transferred to EPCOR.
 - b. Section 3.3 – The “stormwater manhole” found on the southern boundary of the site is actually an irrigation manhole that helps direct the water from the existing concrete ditch through the TI Cold site to the south.
 - c. Section 3.4.5 – The sanitary sewer manhole found at the southeast corner of the property was installed by EPCOR and is located within the right of way, not on the subject property.

Miscellaneous

71. A Final Plat will be required prior to Certificate of Occupancy. The Plat shall show the following:
- a. Any lot splits
 - b. Any right of way and/or easement dedications including a 1-foot Vehicular Non-Access Easement (VNAE) and any Pedestrian Access Easements (PAEs) where the driveways may encroach into the private property.
 - c. Cross access, utility, drainage, etc. easements required.
 - d. Abandonment of any easements on the lot that are no longer required.
72. The applicant will have to obtain a letter from BNSF stating the spacing between the southern driveway and the future rail crossing is acceptable to them. This letter must be submitted to the City prior to civil plan approval or the release of any permits.
73. A Geotechnical Report will be required to provide on-site pavement sections. Verify the proposed pavement sections can handle 75,000 lbs. for the fire access lane.

74. A Haul Permit will be required if 500 cubic yards or more of material will be brought into or out of the site. This will require a separate application, an exhibit showing the haul route and insurance from the company performing the haul. The fee is \$300.
75. An Approval to Construct (ATC) or waiver will be required from MCESD for the water and sewer line extensions. A copy shall be provided to the City prior to the release of any Engineering permit.
76. A Dust Control Permit from the County will be required prior to the release of any Engineering permit.
77. A Stormwater Pollution Prevention Plan (SWPPP) will be required per the City's SWPPP Guidelines document. A Notice of Intent (NOI) from ADEQ will be required prior to release of any Engineering permit.
78. Any cutting of the pavement in the reconstructed Dysart Road will require Pavement Cut Fees per the most current Fee Schedule.
79. The City will not release any permits until EPCOR provides the City with their approval of the water and sewer plans and reports. The applicant is responsible for submitting plans to EPCOR for review and approval.

The above comments are meant to be general in nature and are not considered to be all inclusive. Additional comments will arise during the formal permit submittal.

Planning & Zoning Review Comments Memorandum

TO: Kristin Thoma-Mahan, KTM Design Studio

FROM: Jose A. Macias, Senior Planner
Development Services Department, Planning & Zoning

RE: SP250002 DT Industrial Park

DATE: August 19, 2025

Mrs. Thoma-Mahan,

Please review the comments from the Planning and Zoning Division regarding the Preliminary Application submission for the proposed project outlined above.

APPLICATION FORM

1. Property Owner: Desert Truss Holding Company Inc.
2. Assigned Address: 10080 N Dysart Rd, El Mirage, AZ 85335, Building Letters, Suite Numbers.

ZONING

3. General Plan: Commerce Industrial Park
4. Zoning: PAD (Planned Area Development, PAD00-08-01, Commercial, Industrial, Manufacturing)
5. Overlay District: ARS 28-8481, Luke Air Force Accidental Potential Zone II.
6. Current Land Use: Undeveloped
7. Flood Area: N/A
8. Proposed Land Use: Industrial/Retail Park
9. Zoning Application Requirement: Site Plan Approval

SITE PLAN

12. The parking requirements for the office and warehousing space are not being met. Staff will need to evaluate the proposed use for each suite to confirm the parking requirements. Additional parking may be required.
13. Add the following notes to the site plan.
 - a. *All potential tenants shall be required to verify the intended use of the suites to confirm compatibility with city zoning, ARS28-8481, and APZ II before applying for tenant improvement permits, certificates of occupancy, and city business licenses.*

ELEVATIONS

12. No comment.

LANDSCAPE PLANS

14. The off-site landscaping along Dysart Road is being completed with the Desert Truss West project.
15. A final landscape plan must be submitted along with the construction documents for review. Any changes to the landscape plan—whether before, during, or after the approval of the preliminary or final landscape plan—must be authorized by the Zoning Administrator or their designee prior to installation.

SIGNAGE

16. Sign permits are required for all types of signs, including monuments, freestanding signs, wall signs, and others. Building address and number signs are excluded from this requirement. Separate fees will apply for obtaining these permits.

FINAL PLAT

17. A Final Plat shall be submitted for staff review and City Council approval to accept any lot splits, land deeded to the City, utilities, and access easements. \$1,000.00 plus \$10.00 per lot/tract.

ARS 28-8481 MILITARY LAND USE COMPATIBILITY

18. The site is situated within the Noise Contour Zone of Luke Air Force Base (LAFB), in Accidental Potential Zone II, and within the Military Airport Territory Area. As a result, it is subject to review by LAFB to ensure land-use compatibility. Please see the attached email dated January 20, 2025.

MISCELLANEOUS

12. The property management company shall obtain and maintain a city business license.

If you have any questions regarding these comments, please feel free to contact my office at (623)876-2996 or jmacias@elmirageaz.gov.

From: [JAMES, MARK C CIV USAF AETC 56 FW/CVE](#)
To: [Jose Macias](#)
Cc: [BINKLEY, ERIC S CIV USAF AETC 56 FW/CVE](#); [56 FW/CIT Community Initiative](#)
Subject: RE: Pre-App Meeting: PA24-12-01 DT Industrial Park
Date: Monday, January 20, 2025 9:02:00 AM
Attachments: [image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)

External Sender - From: ("JAMES, MARK C CIV USAF AETC 56 FW/CVE" <mark.james.14@us.af.mil>)

This message came from outside your organization.

Hi Jose,

Thank you for allowing Luke AFB to make comments on the DT Industrial Park application. This proposal requests the development of several retail/business and office/warehouse buildings not to exceed 35' in height on the 19-acre site. The site is located south of Peoria Avenue along the west side of Dysart Road in El Mirage, AZ and is inside the Luke AFB 1988 JLUS 75 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

Luke AFB follows A.R.S. § 28-8481 when evaluating compatible land use within the "territory in the vicinity of a military airport. This request, as described in the narrative, will not negatively impact the flying and base operations at Luke AFB. Since the development will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. **We recommend you review sound attenuation requirements found in A.R.S. § 28-8482 as there is a requirement to reduce the outdoor to indoor decibel levels for these buildings due to their location inside the 75 decibel noise contour.** In addition, a strong notification program on part of the applicant is essential to inform potential occupants about Luke AFB operations.

If applicable, it should be noted that certain investments and real estate transactions within the military installation footprint of Luke AFB may be subject to review by the Committee on Foreign Investment in the United States (CFIUS) to determine the effect of such transactions on the national security of the United States. The CFIUS regulations, Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA) provisions, and related resources can be found on the Department of the Treasury's website: <http://www.treasury.gov/cfius>.

Respectfully,

Mark

Mark James

Interim Director

56 FW Community Initiatives Team

Luke AFB, Arizona

623-856-6175

From: Jose Macias <jmacias@elmirageaz.gov>

Sent: Monday, December 16, 2024 10:03 AM

To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>

Cc: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>; BINKLEY, ERIC S CIV USAF AETC 56 FW/CVE <eric.binkley@us.af.mil>

Subject: [Non-DoD Source] Pre-App Meeting: PA24-12-01 DT Industrial Park

For your review and comments, the meeting is scheduled for Tuesday, January 7th, at 2 pm.

If you have any questions, please don't hesitate to contact my office.

Regards,

Jose A. Macias

Senior Planner

Development Services - Planning & Zoning

10000 N. El Mirage Road, El Mirage, AZ 85335

P: 623.876.2996 | F: 623.876.4605 | E: jmacias@elmirageaz.gov



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DRAFT

**REGULAR MEETING OF THE PLANNING & ZONING
COMMISSION OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, SEPTEMBER 9, 2025**

Minutes

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE - meeting called to order at 6:00 p.m.

2. ROLL CALL

Present: Philip Bueno, P&Z Chairperson; Lupe Amarillas, P&Z Vice Chair; William Mejia, Commissioner; Thomas Gouer, Alternate Commissioner

Absent: Brian Campbell-Sanderfield, Commissioner; Janie Garcia, Commissioner

3. ACTION ITEMS

Citizens desiring to speak during a duly noticed public hearing may do so when called upon by the presiding officer. Comments shall be limited to three (3) minutes per person and shall be addressed to the Planning and Zoning Commission as a whole.

1. Consideration and action to approve the minutes of the June 10, 2025, and August 12, 2025, Planning and Zoning Commission meetings.

Vice Chairperson Amarillas moved to approve the minutes of the Planning and Zoning Commission meetings on June 10, 2025, and August 12, 2025; seconded by Commissioner Mejia.

Motion passed.

Vote: 4 - 0

2. A public hearing, closure of public hearing, followed by a discussion and action on a preliminary plat for a 52-lot subdivision in the Pueblo El Mirage RV and Golf Resort property at 11201 N El Mirage Road, El Mirage, Arizona 85335, submitted by Kimley-Horn.

Chairperson Bueno opened the Public Hearing at 6:02 p.m.

Jorge Gastelum, Development Services Director, presented the preliminary plat for a 52-lot subdivision on the Pueblo El Mirage RV and Golf Resort property located at 11201 N. El Mirage Road, El Mirage, Arizona. The project was submitted by Kimley-Horn. He stated the property is approximately ten acres and is in the 2020 General Plan under the neighborhood planning area. He stated the property is zoned for mobile park and is in the 70/75 decimal level. Currently, the property is undeveloped and used for storage and the proposed use would be for a residential subdivision. The staff of the Technical Advisory Committee (TAC) has conducted a thorough review of the application and has determined that it is appropriate to proceed with the public hearings. Luke Air Force Base has reviewed the application and acknowledged the city approved Planned Area Development on July 1, 2001, which includes The Lakes Preliminary Plat and is grandfathered. He stated the City Council would not have to take any action at this point until they are ready for the final plat.

Scott Roberts, Pueblo El Mirage, gave a brief history of the development of Pueblo El Mirage. He stated it was their privilege to provide a community in El Mirage for residents who are 55 plus, and it has been great to work with the city. He stated this development is called the Lakes and would create 53 sites.

Titus Hanes, resident, stated he had a safety concern with the front gate and the amount of traffic that would be coming and going from that area. He stated there have been accidents and people speeding through that area. He stated his other concern is the water coming into the neighborhood. He stated the water pressure is constantly going up and down and water leaks all the time.

Mr. Gastellum stated this site is handled by a private water source.

Mr. Roberts stated in relation to the traffic that on the site plan it can be seen than when driving out of the community there is an intersection and just before that is El Mirage Road. Anyone driving through this area would have to slow down and stop at El Mirage Road as well as go through a gated building. He stated this is a narrow spot and didn't think anyone would be racing through that area. He stated as far as the water infrastructure, just like the city has water breaks, things will happen from time to time. He stated they have dedicated contractors who they can call 24 hours a day when there are problems and there are isolation valves, so problems can be isolated when issues arise. In addition, all homes are inspected by the state and must meet the building code.

Chairperson Bueno closed the public hearing at 6:16 p.m.

Commissioner Mejia moved to approve the preliminary plat for the 52-lot subdivision as presented; seconded by Vice Chairperson Amarillas.

Motion passed

Vote: 4 - 0

3. A discussion and recommendation to the El Mirage City Council on a site plan zoning application for an industrial and commercial use for an industrial park in a Planned Area Development (PAD) zone located on Dysart Road north of Joe R Ramirez Road, submitted by KTM Studio.

Mr. Gastelum presented a site plan zoning application for an industrial and commercial use for an industrial park in the Planned Area Development (PAD) zone located on Dysart Road north of Joe R. Ramirez Road, submitted by KTM Studio. He stated the site is located at 10080 N. Dysart Road and the lot size is approximately 21 acres. He stated this is part of the PAD which was approved back in 2001. The site is currently undeveloped and is not in the flood zone. The proposed use for this site is both commercial and industrial, with nine buildings on the north side and five buildings along the south side and two facing Dysart Road. The Technical Advisory Committee (TAC) has conducted a thorough review of the application and determined that it is appropriate to proceed with the public hearings. He stated that this request would not negatively impact the flying and base operations at Luke Air Force Base.

Jim Penrod, owner, stated there is a shortage of small tenant space for operations in El Mirage. He stated his idea is to take two or three spaces for smaller businesses and allow them to grow. They are looking for small contractors, small businesses, ancillary service types of operations.

Vice Chairperson Amarillas moved to recommend to the El Mirage City Council approve the site plan zoning application for the proposed industrial park; seconded by Commissioner Mejia.

Motion passed

Vote: 4 - 0

4. **STAFF REPORT** - *The Commission may not discuss or act upon any matter unless the matter is properly noticed for legal action.*

Mr. Gastelum thanked Vice Chairperson Amarillas for his service as this would be his last meeting.

Mr. Tom Doyle, Economic Development Manager, stated CarMax would be having a ribbon cutting on September 11, 2025, at 11:00 am at their facility.

5. **COMMISSIONER COMMENTS** - *The Commission may not discuss or act upon any matter unless the matter is properly noticed for legal action.*

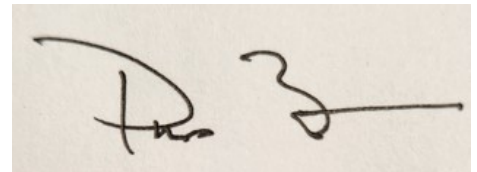
Commissioner Mejia thanked Vice Chairperson Amarillas for his service and thanked everyone for coming out and participating at the meeting tonight.

Commissioner Gouer thanked the residents for coming out and speaking and thanked staff for nice presentations. He stated he wished Mr. Amarillas good luck with his future endeavors.

Chairperson Bueno thanked Mr. Amarillas for his service and thanked the citizens and staff for coming out to the meeting tonight.

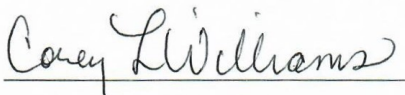
Vice Chairperson Amarillas stated it has been an honor and privilege to serve on this commission.

6. **ADJOURNMENT** - **meeting adjourned at 6:33 p.m.**



Philip Bueno, P&Z Chair

ATTEST:



Corey Williams, Sr. Mgt. Clerk Specialist

I hereby certify the aforementioned minutes are a true and accurate record of the Regular P&Z Meeting held on Tuesday, September 9, 2025, and a quorum was present.



Corey Williams, Sr. Mgt. Clerk Specialist

City of El Mirage

City Council Meeting

City Hall Council Chambers
10000 N. El Mirage Road
El Mirage, Arizona 85335

October 7, 2025

Action Item: DT Industrial Park Site Plan

Site Location

DT Industrial Park

10080 N Dysart Rd
El Mirage, AZ 85335

Lot Size: ±21.0 acres

2020 General Plan: Commerce/Industry Park Planning Area

Zoning: PAD, (Planned Area Development, PAD00-08-01,
Commercial, Industrial, Manufacturing)

Overlays: ARS 28-8481 (77/78 ldn)

Land Use: Undeveloped

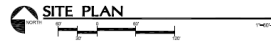
Flood Zone: None

Proposed Use: Commercial & Industrial Use

Table of Land Use: Site Plan Approval



City of
EL MIRAGE
Arizona
GRAND HERITAGE. BRIGHT FUTURE!



1. EXISTING ELECTRICAL TRANSFORMER
2. EXISTING STREET LIGHT TO REMAIN
3. EXISTING CONCRETE CURB TO REMAIN
4. 8" HIGH MASONRY WALL PER DETAIL
5. 8" HIGH PARKING SCREEN WALL PER DETAIL
6. LINE OF FUTURE CHAIN LINK FENCE
7. BUILDING TO 1800 METAL GATE WITH KEY ENTRY AND TORNAR SCREEN
8. LANDSCAPE FOR LANDSCAPE PLAN
9. ACCESSIBLE PAVP SEE DETAIL 11A
10. CONCRETE SIDEWALK
11. CONCRETE CURB PER CIVIL
12. EXISTING DRIVE APPROACH PER CIVIL
13. PAVEMENT PARKING
14. STANDARD PARKING STALL PER DETAIL 10A
15. ADA PARKING STALL PER DETAIL 10A
16. 8" WIDE ACCESSIBLE PATH ACCORD
17. EXISTING SIDEWALK TO REMAIN

- [illegible]

PROJECT ADDRESS:	LOT 32 OF REPLAT OF CENTERPOINT LOCATED IN WPAHUA, ARIZONA 85505
PAPCEL NUMBER:	805-24-070A
SECTION/RANGE:	27 73N 17 W
TOWNSHIP:	162N
OWNER:	DESERT TRAILS HOLDING COMPANY INC ATTENTION: BOB BORTH NEW BRUNSWICK, TX 76101 CONTACT: JIM PARRINO
JURISDICTION:	EL PASO
BLVD NUMBER:	CENTERPOINT LOT 3 AND CORPERRING LOT 1 RE
ZONING:	162ND (PUD/AGRIC) CHUGAR CREEK/ARIZONA 264N1, LUMP AIR FORCE ACCIDENTAL POTENTIAL ZONE B
LOTS:	78

[illegible]

ANY CHANGE OF USE OR OCCUPANCY OF ANY BUILDING OR BUSINESS, INCLUDING ADDITIONS THERE TO, REQUIRING MORE PARKING SHALL NOT BE PERMITTED UNTIL SUCH ADDITIONAL PARKING SPACES AS REQUIRED BY THIS CHAPTER ARE FURNISHED.

LIGHTING SHALL BE BUILDING MOUNTED UNLESS SHOWN OTHERWISE.

EACH BUILDING REQUIRES IDENTIFICATION LARGE ENOUGH TO BE SEEN FROM PUBLIC WAY. NUMBERS REQUIRE MINIMUM HEIGHT OF 12-18 INCHES WITH A WIDTH OF 2-3 INCHES IN CONTRASTING COLOR TO THE BUILDING.

ALL SIGNAGE SHALL BE UNDER SEPARATE REVIEW AND PERMITS.



K&M
Design Group

3154 NORTH 17th GLEN
PHOENIX, ARIZONA 85016
(602) 733-8387
info@kandmgroup.com

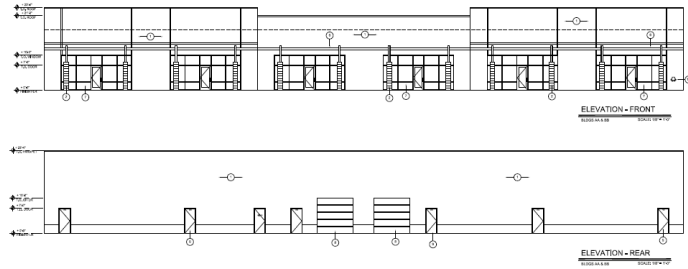
PROJECT

DT INDUSTRIAL PARK
at
CENTERPOINT
SW OF DYSART RD & PEORIA AVE
EL MIRAGE, ARIZONA 85335

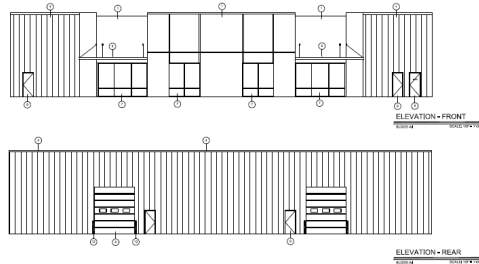
Project:	DT - PENROD
Date:	09-2024
Proj Mgr:	KTM
Dwn. By:	KTM
Proj No:	24-020
Rev. Date:	Desc:
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△	
△	
TENANT IMPROVEMENT	

A1.0

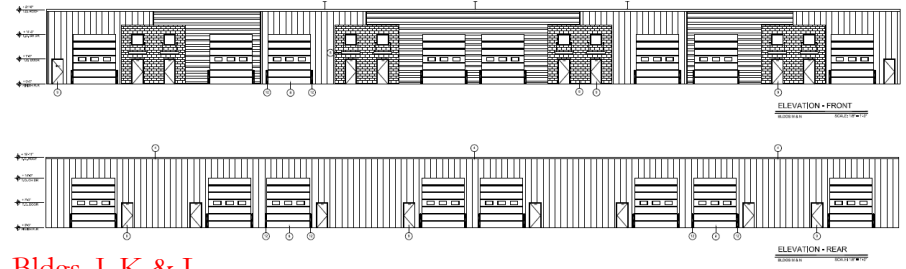
Elevations



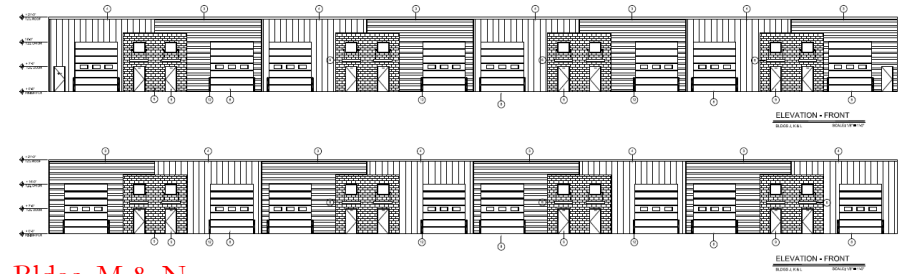
Bldgs. AA & BB



Bldgs. A to I

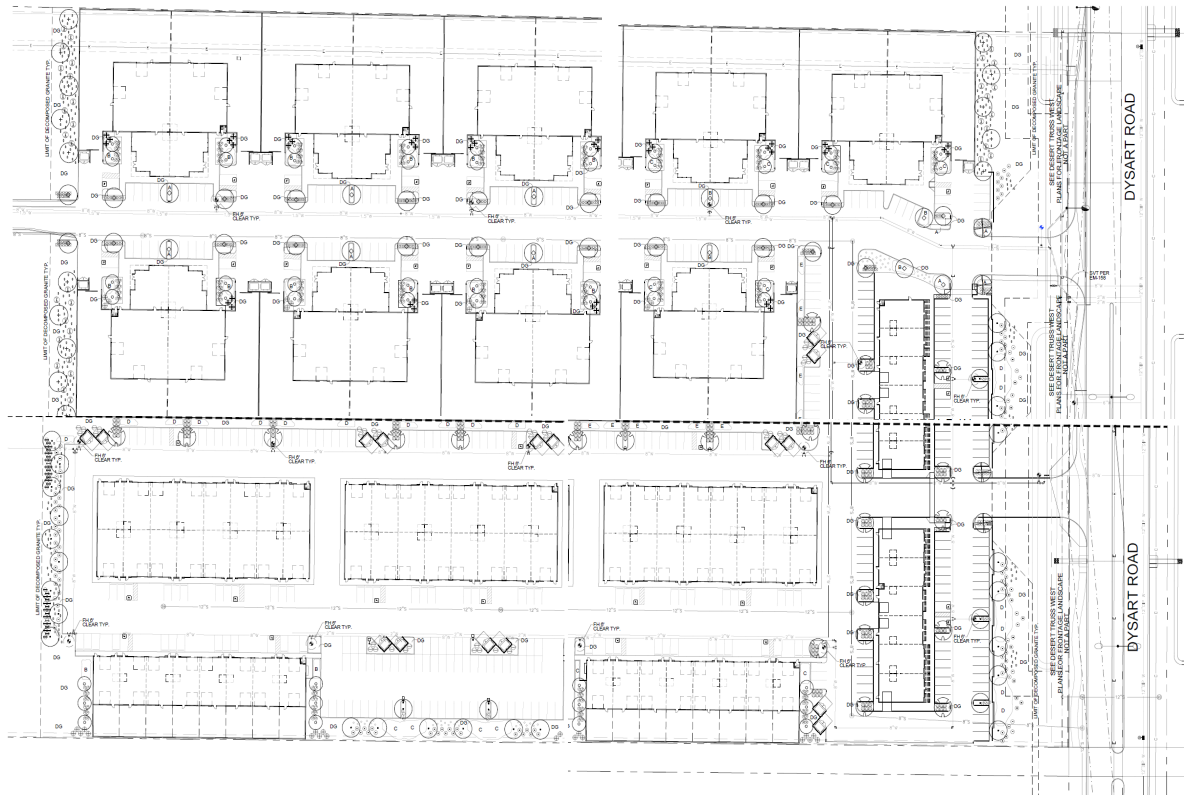


Bldgs. J, K & L



Bldgs. M & N

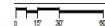
Landscape Plan



PROPOSED PLANT PALETTE

TREES	SIZE / COMMENTS / QUANTITY
ACACIA ANJERA MULGA ACACIA	24" BOX / LOW BREAKING / MATCHED / 4 QTY
CHILOPSIS LINEARIS 'RUBRA' HYBRID DESERT WILLOW	24" BOX / LOW BREAKING / MATCHED / 12 QTY
PROSORPIS 'COOPER' HYBRID MESQUITE	24" BOX / LOW BREAKING / MATCHED / 13 QTY
ACACIA FARNESIANA SWEET ACACIA	24" BOX / LOW BREAKING / MATCHED / 5 QTY
ACACIA STENOPHYLLA SHOESTRING ACACIA	24" BOX / LOW BREAKING / MATCHED / 18 QTY
CAESALPINIA CACALADO 'SMOOTH' THORNLESS CASCALOTE	24" BOX / LOW BREAKING / MATCHED / 18 QTY
SHRUBS	
OLEA EUROPAEA 'LITTLE OLIVE' DWARF OLIVE	5 GAL, 48 QTY
RUPELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL, 98 QTY
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL, 30 QTY
LEUCOPHYLLUM LANGMANIAE RO BRAVO DAZE	5 GAL, 38 QTY
JUSTICIA CALIFORNICA CHUPAROSA	5 GAL, 123 QTY
CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL, 12 QTY
TECOMA STANS 'ESPERANZA' YELLOW BELLS	5 GAL, 26 QTY
LARREA TRIDENTATA CREOSOTE BUSH	5 GAL, 12 QTY
GROUNDCOVERS	
ERICACERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL, 26 QTY
E. FARINOSA / A. DELTOIDEA BRITTLEBUSH / BURSAGE MIX	30 / 70 MIX 1 GAL, 100 QTY
LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL @ 3" O.C., 88 QTY
EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4" O.C., 91 QTY
EREMOPHILA GARRIGA WINTER BLAZE EMU	1 GAL @ 4" O.C., 91 QTY
ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL @ 8" O.C., 111 QTY
CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 4" O.C., 75 QTY
INSET MATERIALS	
DECOMPOSED GRANITE MADISON GOLD	3/8" MINUS 2" DEPTH TYP.

CONCEPTUAL PLANTING PLAN



SCALE: 1"=40'-0"



Zoning Review

Staff Review:	The staff of the Technical Advisory Committee (TAC) has conducted a thorough review of the application and has determined that it is appropriate to proceed with the public hearings.
Stipulation(s):	Consent and address the comments provided by the TAC members mentioned in the August 21, 2025, with the permit review submittal.
Luke AFB Review	• This request, as described in the narrative, will not negatively impact the flying and base operations at Luke AFB.
Public Comment:	None
Planning & Zoning Commission:	September 9, 2025, Recommended approval of the zoning application with a 4-0 vote.
City Council:	October 7, 2025, Final Action.





Applicant: KTM Design Studio

Owner: Desert Truss Inc



REQUEST FOR COUNCIL ACTION

SUBJECT: Discussion and action to impose sanctions or other disciplinary action as contemplated by the City of El Mirage Code of Conduct, regarding Councilmember Anita Norton-McDaniel. (Mayor/Council)

MEETING DATE: 10/07/2025

AGENDA SECTION: Regular

SUBMITTED BY: Jill Boltz, City Clerk

DEPARTMENT: City Council

BACKGROUND:

Continued discussion from July 8, 2025 Special City Council Meeting.

PROPOSED MOTION:

ATTACHMENTS

City Council Code of Conduct

City of El Mirage Code of Conduct for Elected Officials

The Three “R”s of El Mirage Government Leadership: Roles, Responsibilities and Respect

The purpose of this Code of Conduct is to provide guidance to elected officials of the City of El Mirage regarding their roles and responsibilities, and the manner in which they should conduct themselves in representing the City of El Mirage. The guiding principle throughout this Code of Conduct is that Council members should treat all with whom they come in contact as representatives of the City of El Mirage, including contacts with constituents, City staff, officials of other government entities and each other, with dignity and respect.

This Code of Conduct defines the behavior, manners and courtesies that are suitable for various occasions. This is designed to make public meetings and the process of governance run more smoothly.

The City Council as a whole shall be the final arbiter of all allegations against a member of the City Council of improper conduct or behavior within the scope of this Code of Conduct.

The content of this Code of Conduct includes:

- Purpose
- Overview of Roles and Responsibilities
- Policies and Protocol Related to Conduct
- Council Conduct with One Another
- Council Conduct with City Staff
- Council Conduct with the Public
- Council Conduct with Other Public Agencies
- Council Conduct with Boards and Commissions
- Council Conduct with the Media
- Sanctions
- Principles of Proper Conduct

PURPOSE

The purpose of this Code of Conduct is to provide guidance to assist members of the El Mirage City Council regarding their behavior and conduct while representing the City of El Mirage and to attempt to correct, rather than punish, inappropriate behavior or conduct that falls within the scope of this Code of Conduct. This Code is not intended to be, and should not be, used as a political weapon to embarrass, harass, intimidate, or extort any member of the El Mirage City Council.

ETHICS POLICY

As a prerequisite for exercising any power of office, each city official is required to take an oath to uphold and abide by the constitution and the laws of the United States and the state of Arizona, and the laws of the City of El Mirage. Councilmembers are also requested to read and become familiar with the guidelines set forth in this Code of Conduct.

OVERVIEW OF ROLES AND RESPONSIBILITIES

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the City of El Mirage Code and in the Elected Officials Guide published by the League of Arizona Cities & Towns.

Mayor

- Acts as the official head of the City for all ceremonial purposes
- Chairs Council meetings
- Calls for special meetings
- Recognized as spokesperson for the City of El Mirage
- Makes judgment calls on proclamations, etc.
- Leads the Council into an effective, cohesive working team
- Sign documents on behalf of the City of El Mirage

Vice-Mayor

- Selected by, and serves at the pleasure of, the Council
- Performs the duties of the Mayor if the Mayor is absent
- Chairs Council meetings in the absence of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

All Council Members

All members of the City council, including those serving as Mayor and Vice Mayor, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Fully participate in City Council meetings and other public forums while demonstrating kindness, consideration, respect and courtesy to the public and to each other.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in El Mirage government.

- Provide contact information with the City Clerk in case of an emergency or urgent situation arises while the Council Member is out of City.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct.
- Wait to speak at council meetings and study sessions until recognized by the Chair (Mayor or Vice-Mayor) of the meeting, and never interrupt another council member or member of the public except to call for a point of order or private privilege.

Meeting Chair

The Mayor will chair official meetings of the City council unless the Vice Mayor or another Council Member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
 - Keeps discussion and questions focused on specific agenda items under consideration
- Parliamentary rulings will be requested from the City Attorney who acts as an advisory parliamentarian. Chair rulings, with the advice of the City Attorney, may be overturned if a Councilmember makes a motion and the majority of the Council votes to overturn the ruling.

POLICIES & PROTOCOL RELATED TO CONDUCT

Attendance

The City Code provides that five councilmembers may discipline another councilmember if he or she misses three (3) consecutive and duly noticed meetings of the City Council without good cause. Duly noticed meetings of the City Council include regular council meetings, special council meetings, study sessions, policy sessions, executive sessions, budget review meetings, and council committee meetings to which a councilmember is assigned.

Through this Ethics Code, the City Council finds that personal illness, family emergencies, military absences, family weddings, family graduation exercises, and bona fide business and vacation trips constitute good cause for nonattendance at council meetings. Whether good cause exists for any other absence shall be determined by vote of the entire City Council upon request of any councilmember made at the next scheduled regular council meeting following the absence. The vote shall be taken after sufficient information is received explaining the reason for the councilmember's absence.

Travel

The Mayor and Councilmembers may occasionally need to travel to functions where the City will be represented or for Councilmembers to obtain necessary training. Councilmembers all recognize that travel at the City's expense should be limited and provide a benefit to all residents. Requirements to be considered for Councilmember travel are 1 any out-of-state travel must be approved by a supermajority of Council (minimum of five) prior to

committing to attend a function, 2) in-state travel will not require Council approval, and 3) a follow-up report shall be made public at the subsequent Council meeting for all travel paid with City Funds. *(Approved July 2, 2019 by Resolution R19-07-17)*

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by the Public Information Officer. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then the Public Information Officer will determine if event organizers would like another representative from the Council. If yes, then the Vice Mayor is next in line. Invitations received at City Hall are presumed to be for official City representation. All Councilmembers may be assumed to be invited.

Correspondence Signatures

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. The City Clerk will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council Member or the City Clerk.

If correspondence is addressed only to one Council Member that Council Member may check with staff on the best way to respond to the sender.

Endorsement of Candidates

Council Members have the right to endorse candidates for all Council seats or other elected offices. It is, however, inappropriate to mention endorsements during Council meetings, official City meetings or City sponsored events except at private tables not manned or supported by City staff.

Gifts

Arizona law prohibits elected officials and advisory board members from receiving anything of value or any compensation other than their normal salary for any service rendered in connection with that person's duties with the City - A.R.S. § 38-505 (A).

Elected Officials and advisory board members must consider ethical principles before accepting personal gifts of entertainment and sports/athletic activities.

Within two business days of receipt of the following gifts or favors in El Mirage, or within two business days of returning to El Mirage after receipt of a gift or favor while traveling outside of El Mirage, elected officials and advisory board members shall disclose, in writing, to the City Clerk all gifts, benefits or favors received from people with a financial interest in business before the City, or which may come before the City, that:

- Relates to professional or collegiate sports, athletic or entertainment activities or tickets, or
- Have a face value of \$50 or more, amount subject to periodic review.

Under no circumstances shall a council or board member accept a gift or favor that is a bribe, or reflects, to a reasonable person, an effort to improperly influence the member contrary to that member's responsibility to the public to act impartially on the merits of a matter.

When in doubt about these requirements, elected officials and advisory board members shall disclose the gift, benefit, or favor. All disclosures will be kept for public record in the City Clerk's Office.

In summary, you can follow this checklist:

- Does the gift or favor come from someone with business before the city or which may come before the city? and,
- Does the gift or favor exceed \$50 dollars in value, or consist of the type of sports or entertainment tickets described above? and,
- Did you accept the gift or favor for yourself or another?

Gifts having a value greater than \$50 that are donated to the city or a bona fide charity also do not need to be reported.

This section does not apply to gifts exceeding \$50 in value and intended for the City rather than as a personal gift to a Councilmember or board member. These items are City of El Mirage property. Elected officials and advisory board members who receive a gift on behalf of the City exceeding \$50 in value shall promptly turn the gift over to the City Manager for public display or other appropriate handling.

Public Announcements in Council Meetings

Council Members who want to present a brief summary of current events may do so under the portion of the meeting specifically provided for that purpose, titled "Council Summary of Current Events." Council Members' statements should not be used for any form of campaigning. No questions, deliberations, discussions, or action may take place on matters presented unless they are specifically listed as a separate item on the agenda.

Call to the Public

The Call to the Public is reserved for members of the public who wish to address the Council and who have filled out the required comment card. Comments by members of the public will be limited to three minutes each. Matters that may require Council action or direction should not be discussed and those items on the agenda should not be used for any form of campaigning. At the conclusion of an open call to the public, individual Council Members may respond to criticism

made by those who have addressed the Council, may ask staff to review the matter and report back to Council, or may ask that the matter be put on a future agenda for discussion and possible action.

Public Hearing Protocol

Council Members shall not express opinions during the public hearing portion of the meeting but may ask pertinent questions of the speaker or staff. All Council Member comments or questions should be directed to the Chair. “I think” and “I feel” comments by Council Members are not appropriate until after the close of the public hearing. Council Members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Meeting Protocol

Council members shall not speak until recognized by the Chair. Council members shall not interrupt another Council member who has been recognized by the Chair or a member of the public addressing the Council except to call for a point of order or a point of personal privilege. Any Council Member can call for a point of order.

Council Members, who desire to make the first motion on issues, which they feel strongly about, should discuss their intention with the Chair in advance of the Council meeting.

Travel Expenses

The policies and procedures related to the reimbursement of travel expenses for official City business by Council Members is according to the City of El Mirage Personnel Rules and Regulations, Code of Conduct, Section 7. All Council travel in excess of the allowed budget, in which the Council Member expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in advance by the Council. The travel policy and budget for Council should be reviewed at each annual budget cycle.

Correspondence

When corresponding with constituents, the media, other governmental entities or agencies, vendors, or any other members of the public, Council Members should, if the Council Member is expressing a personal opinion or view, clearly state that the opinions and views are the personal opinions and views of the Council Member and do not reflect the official position of the City or the position of any other member of the City Council.

City letterhead may be used when the Council Member is representing the City and the City's official position. City letterhead should never be used for a Council Member's personal correspondence. City letterhead is best not used to express a Council Member's personal opinion or view or the dissenting opinion or view on a City related issue or matter. However, should a Council Member use City letterhead to express the Council Member's personal opinion or view or the dissenting opinion or view on a City related issue or matter, the Council Member

shall clearly state in the correspondence using City letterhead the official City position or view, so the reader understands the difference between the official City position or view and the personal or dissenting opinion or view of the Council Member. A copy of all correspondence using city letterhead should be given to the City Clerk to be filed as part of the permanent public record.

Nothing in this Code of Conduct shall prevent or be construed to prevent any Council Member from exercising his/her First Amendment rights to express the Council Member's personal views and opinions that may differ or dissent from the City's official position or view, or the opinions, positions or views of other Council Members. Council Members should not, however, express personal opinions or views as the official position of the City or other members of the Council.

The use of City facilities and City grounds by or on the behalf of individual Council Members shall be prohibited with the following exceptions: (1) An activity approved by the Council as a whole; or (2) A meeting of a committee or subcommittee approved by the Council or appointed by the Mayor.

In all contact with the public while acting as a representative of the City or in the capacity of a member of council, Council Members should treat those whom they come in contact with dignity and respect.

COUNCIL CONDUCT WITH ONE ANOTHER

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS

- **Use formal titles**

The Council should refer to one another formally during public meetings as Mayor, Vice Mayor or Council Member followed by the individual's last name.

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Council Members and the public on track during public meetings. Council Members should honor efforts by the Chair to focus discussions on current agenda items, including not speaking until recognized by the Chair. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlines in parliamentary procedure.

- **Avoid personal comments that could offend other Council Members**

If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the lack of security of written notes, voicemail messages, and e-mail**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note sent to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication as all are subject to the Arizona Public Records Laws.

- **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. [Reminder: The open meeting law prohibits conversations of four or more council members or the "linking" together through a common source of four or more individual conversations between council members.]

COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Direct requests for staff support through City Manager**

Consequently, remember City staff is accountable to their supervisors. Tasks performed by staff as a result of requests from outside the normal chain of supervision can cause staff confusion, inadequate work product and inefficient performance. Questions of City staff and/or requests for additional background information or follow-up work should be directed only to the City Manager.

- **Do not disrupt City staff from their jobs**

Council Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have the individual Council Member's needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Misdirected comments could violate the City's personnel rules thereby opening the City to liability and limiting the City's ability to deal fairly and efficiently with personnel matters. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

- **Do not get involved in administrative functions**

Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

Before sending correspondence, Council Members should check with the City Manager to see if an official City response has already been sent or is in progress.

- **Do not solicit political support from staff**

Council Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff; to do so could violate state law. City staff may, as private citizens with constitutional rights, support political candidates for other government entities but all such activities must be done away from the workplace.

- **Attendance at meetings with staff at request of public**

Nothing in this Code of Conduct is intended, nor shall be construed, to prevent a Council Member from attending a meeting between city staff and a member of the public at the request of the member of the public. However, a Council Member attending such a meeting may only attend the meeting to observe and shall not participate in the discussion or attempt to give direction to city staff at the meeting. Any issues or concerns a Council Member may have about staff conduct at the meeting should be addressed to the City Manager, not the staff member or the staff member's direct supervisor.

COUNCIL CONDUCT WITH THE PUBLIC

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with respect**
- **Be fair and equitable in allocating public hearing time to individual speakers**

The Mayor will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he/she exhibits inappropriate behavior, which includes, but is not limited to, vulgar, slanderous, disrespectful or abusive language. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting and shows a lack of respect for Council Members to not look at members of the public while they are addressing the Council or for Council Members to engage in a side conversation while another member of council or a member of the public is speaking or addressing the Council. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as “smirking,” disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Mayor, not individual Council Members, can interrupt a speaker during a presentation. However, a Council Member can ask the Mayor for a point of order or point of personal privilege if the speaker is off the topic or exhibiting behavior or language the Council Member finds disturbing, offensive or disruptive.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge, belittle or argue with the speaker. Council members’ personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstances**

Council Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive. Council Members should refrain from making personal attacks against any person, including staff and members of the public, who speak before the Council.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to promise Council action overtly or implicitly, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new trees, etc.)

- **Make no personal comments about other Council Members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions, and actions.

- **Remember you are being observed**

Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of El Mirage. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

COUNCIL CONDUCT WITH OTHER PUBLIC AGENCIES

- **Be clear about representing the City or personal interests**

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

If the Council Member is representing another organization whose position is different from the City, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council Members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

Council Members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business, or developer – could be viewed as unfairly affecting the process. Any public comments by a Council Member at a Board or Commission meeting should be clearly made as the Council Member's private, individual opinion and not a representation of the feelings of the entire City Council.

- **Limit contact with Board and Commission members to questions of clarification**

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, developer, or issue or matter before the Board

or Commission. It is acceptable for Council Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Council Members**

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political “reward.”

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Commissions but must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a City Council Member.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Council or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council.

COUNCIL CONDUCT WITH THE MEDIA

Council Members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go “off the record”**

Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor is the official spokesperson for the City's position.**

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official City position or the personal viewpoint of the Council Member.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

SANCTIONS

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning by the Chair in a public meeting may be barred from further testimony or comment at that meeting or removed from the Council Chambers. Only the Chair shall have the power to cause a person to be removed from a public meeting or barred from further testimony or comment.

- **Inappropriate Staff Behavior**

Council Members should refer to the City Manager any City staff that does not follow proper conduct in their dealings with Council Members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

- **Council Members Behavior and Conduct**

- The purpose of this Code of Conduct is to provide guidance to assist members of the El Mirage City Council regarding their behavior and conduct while representing the City of El Mirage and to attempt to correct, rather than punish, inappropriate behavior or conduct that falls within the scope of this Code of Conduct. This Code is not intended to be, and should not be, used as a political weapon to embarrass, harass, intimidate, or extort any member of the El Mirage City Council. Making an allegation of a violation of this Code for the purpose of embarrassing, harassing, intimidating, or extorting another member of Council or making an allegation that is determined by a vote of five members of the City Council to be frivolous shall be considered a violation of this Code of Conduct.
- Alleged violations of the statutes of the state of Arizona or provisions of the city code of the City of El Mirage are not within the scope of this Code of Conduct, and this Code shall not be used to investigate alleged violations of statutes or provisions of the

city code. Alleged violations of state statutes or city code shall be referred for investigation and disposition to the appropriate department or agency charged with enforcing the statutes or city codes alleged to be violated.

- Allegations of improper conduct or behavior by a member of the City Council in violation of this Code of Conduct shall be submitted to the Mayor. [To the Vice-Mayor if the allegation is against the Mayor or to the senior member of the Council (determined by the number of years on council) if the allegation is against both the Mayor and Vice-Mayor.]
- Prior to any Council Member submitting to the Mayor an allegation of violation of this Code against another member of the Council, the Council Member shall first discuss the alleged violation with the alleged violator. An allegation may only be filed with the Mayor if the alleged violator continues, after the discussion, to engage in the conduct or behavior the Council Member believes constitutes a violation of this Code.
- An allegation of a violation of this Code may be submitted by a Council Member to the Mayor either in writing or verbally. However, if an allegation of violation is only submitted verbally, the Mayor may only discuss the allegation with the alleged violator and may not take further action. No record shall be made or kept of a verbal allegation or any discussion or counseling of the alleged violator.
- A written complaint alleging violation(s) of this Code submitted to the Mayor shall set forth the following:
 - The specific conduct or behavior alleged to be a violation of this Code, including the dates, times and circumstances of each conduct or behavior alleged to be a violation;
 - A detailed explanation of the manner in which the alleged conduct or behavior constitutes a violation of this Code;
 - The evidence (i.e., witnesses, documents, records, etc.) that will support the allegation that the conduct or behavior occurred or constitutes a violation of this Code; and
 - Specifics of the attempt by the Council Member to discuss the alleged violation with the accused member of the Council and the result of such discussion, including the specifics of the incident(s) of the accused member continuing the conduct or behavior after the discussion.
- Upon receipt of a written complaint of a violation of this Code, the Mayor shall meet with the Council Member who submitted the allegation and the accused member of council to try to come to a resolution of the matter. If the Mayor and Vice Mayor (or senior Councilmember) determine, in their discretion, the matter has been resolved as a result of the meeting, the Mayor may consider the matter closed and shall prepare and provide to the remaining members of Council a report on the nature of the allegations and the resolution of the complaint.

- If the Mayor determines the matter is not resolved as a result of the meeting of the Mayor with the Council Member and the accused member of council, the Mayor shall schedule a meeting of the City Council to discuss the alleged violation. The meeting shall be held in executive session unless the accused member of council, in accordance with the laws of the state of Arizona, requests the matter be discussed in an open meeting. At the meeting, the Mayor shall provide the Council with a copy of the allegation and report to the Council the Mayor's attempt(s) to resolve the complaint prior to bringing the matter to Council. The members of the City Council, other than the council member who filed the complaint and the accused member of council, may then do any of the following: (1) direct a formal investigation of the allegation(s) and that the results of the investigation be reported back to the Council; (2) determine, based on the material before the Council, the allegation is without merit and should be dismissed; or (3) determine, based on the material before the Council, a violation has occurred and the Council, without further investigation, has sufficient information to take action on the Complaint. If the meeting is held as an open meeting, the Council may take action upon motion. If the meeting is held in executive session, the matter must be brought back before Council at an open meeting in order the Council to take formal action to dismiss the complaint or to impose sanctions.
- Complaints alleging violation(s) of this Code reported by anyone other than a Council Member must be notarized and submitted to the Mayor and must contain the following information:
 - The specific conduct or behavior alleged to a violation of this Code, including the dates, times and circumstances of each conduct or behavior alleged to be a violation;
 - A detailed explanation of the manner in which the alleged conduct or behavior constitutes a violation of this Code; and
 - The evidence (i.e., witnesses, documents, records, etc.) that will support the allegation that the conduct or behavior occurred or constitutes a violation of this Code.

Upon receipt of a complaint from other than a Council Member, the Mayor shall meet with the accused violator to try to come to a resolution of the matter. If the Mayor determines, in his/her sole discretion, the matter has been resolved as a result of the meeting, including a finding by the Mayor that the allegation is without merit or foundation, the Mayor may consider the matter closed. If the Mayor determines the matter closed as a result of the meeting, the Mayor shall notify the person who submitted the allegation of the Mayor's determination and, if applicable, any action to correct a violation. The Mayor shall also notify the remainder of Council of the receipt of the complaint and the resolution.

If the Mayor does not deem the matter resolved after the Mayor's meeting with the accused member of council, the Mayor shall bring the matter to the City Council using the procedure for bringing allegations by Council Members to the City Council.

- Council Members who have been found to have violated this Code of Conduct by the City Council may be reprimanded (written or verbal), formally censured by the City Council, removed from committee assignments, and/or be restricted from official travel for up to one year.

PRINCIPLES OF PROPER CONDUCT

Proper conduct IS . . .

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT . . .

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals . . . respect for the validity of different opinions . . .
respect for the democratic process . . . respect for the community that we serve.

I have read the City of El Mirage Ethics Policy and received a copy.

Signature