



City of Avondale
City Council Meeting
Monday, March 20, 2023

Mayor and Council

Kenneth Weise, Mayor

Mike Pineda, Vice Mayor

Tina Conde, Council Member | Curtis Nielson, Council Member

Veronica Malone, Council Member | Gloria Solorio, Council Member

Max White, Council Member

Administration

Ron Corbin, City Manager

Cherlene Penilla, Assistant City Manager | Tracy Stevens, Assistant City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Notice & Agenda
Monday, March 20, 2023

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

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. RECOGNITION OF AVONDALE A+ SCHOOL OF EXCELLENCE AWARD RECIPIENTS

City Council will recognize Rancho Santa Fe Elementary School and Garden Lakes Elementary School for their recent accomplishment of receiving the A+ School of Excellence Award from the Arizona Educational Foundation. This item is for discussion only.

3. EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)

Finance & Budget Department

- Elvira Dye, Senior Revenue Analyst

Information Technology Department

- Vladislav Sihov, Sr. Systems Engineer

Parks and Recreation Department

- Chelsea Abasta, Parks Maintenance Worker
- Paige Berriochoa, Recreation Programmer
- Daniele Cornejo, Recreation Programmer
- Armando Garza, Parks Maintenance Worker
- Cindy Hernandez, Recreation Programmer
- Rachelle Nunez, Administrative Assistant
- Laura Pimentel, Customer Services Representative
- Saul Rabadan, Parks Maintenance Worker
- Brandon Rodriguez, Parks Maintenance Lead
- Luis Rosales, Parks Maintenance Worker
- Zakrey Simmons, Parks Maintenance Worker
- Brian Thompson, Parks Maintenance Lead

4. ADJOURNMENT

REGULAR MEETING

6:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

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

a. AWARD AUTHORITY FOR VEHICLE MAINTENANCE REPAIR

City Council will consider a request to increase spending authority for fire apparatus maintenance and repairs in the amount of \$150,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF JAVIER CASTANEDA AND SAMUEL CASTANEDA, JR.

City Council will consider a request to approve the settlement agreement with Javier Castaneda and Samuel Castaneda, Jr., a minor, in the amount of \$75,000 for the claim and \$2,500 for the minor's conservatorship and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1013-0323 - AUDIT COMMITTEE BYLAWS

City Council will consider a request to adopt Resolution 1013-0323, approving the Audit Committee Bylaws to establish voting rights, meetings, member terms, and conflicts of interest and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1015-0323 - 5TH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES

City Council will consider a request to: (a) adopt Resolution 1015-0323, approving Amendment five (5) of an Intergovernmental Agreement with Maricopa County Human Services Department for reduction of the FY2023 funding amount from \$107,500 to \$76,250 related to the Family Navigator/Bridge Housing Case Manager line item; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. FINAL PLAT - A RE-PLAT OF LOT 2 FOR MGN, LLC - APPLICATION PL-22-0357

City Council will consider a request by James Williamson of Superior Surveying Services, Inc., on behalf of the property owner Max Ghazool of MGN1, LLC, to approve a Re-Plat at the southeast corner of Avondale Boulevard and The BLVD, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. FISCAL YEAR 2024 CONTRIBUTIONS ASSISTANCE PROGRAM

Staff will provide an update to City Council regarding the Contributions Assistance Program, including an overview of eligibility requirements, funding levels, and evaluation criteria for the Fiscal Year 2023-2024. This item is for discussion and feedback only; no Council action will be taken.

b. PAVEMENT MANAGEMENT PROGRAM UPDATE

Staff will provide an update to City Council regarding the city's Pavement Management Program and provide information about the overall condition of city streets. This item is for discussion and feedback only; no Council action will be taken.

5. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an Executive Session pursuant to: (a) Ariz. Rev. Stat. § 38-431.03(A)(1) for discussion regarding the City Auditor's mid-year evaluation; and (b) Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney for legal advice concerning contemplated or pending litigation and to instruct the City Attorney on such litigation for the claim of Amanda L. Gregory.

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Recognition of Avondale A+ School of Excellence Award Recipients

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Torin Sadow, Senior Management Analyst

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
-

PURPOSE:

City Council will recognize Rancho Santa Fe Elementary School and Garden Lakes Elementary School for their recent accomplishment of receiving the A+ School of Excellence Award from the Arizona Educational Foundation. This item is for discussion only.

BACKGROUND:

The A+ School of Excellence Award program began in 1983 as a way to identify, celebrate, and recognize educational excellence in schools throughout Arizona. Arizona schools who earn the distinguished A+ School of Excellence Award go above and beyond the everyday practices that all schools are expected to implement. In addition to showcasing exceptional public schools, the A+ program provides school teams with an outstanding comprehensive framework that serves as a basis for school self-assessment and planning. Schools that earn the A+ School of Excellence designation consistently share the following traits:

- Model quality and equity
- Demonstrate a strong commitment to academic excellence
- Respond successfully to the changing environment of education
- Cultivate learning-centered, safe school environments
- Encourage innovative instruction by supporting teachers
- Actively address students' social, emotional, physical, and intellectual needs
- Demonstrate superior ability to go above and beyond the norm in providing services to children, families, and the local community

Additional information regarding the A+ School of Excellence Award can be found at the following link:
<https://www.azedfoundation.org/a-schools>.

DISCUSSION:

City Council will recognize Rancho Santa Fe Elementary School and Garden Lakes Elementary School for their recent accomplishment of receiving the A+ School of Excellence Award from the Arizona Educational Foundation. This item is for discussion only.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Torin Sadow, Aneyssa Romo, Cherlene Penilla

CITY COUNCIL REPORT

SUBJECT: Award Authority for Vehicle Maintenance Repair

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Lawrence Rooney, Fire Chief

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote Avondale's public health and safety by ensuring the fire apparatus stay operational for emergency response.

PURPOSE:

City Council will consider a request to increase spending authority for fire apparatus maintenance and repairs in the amount of \$150,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Administrative Awards document was approved as part of the FY2023 Adopted Budget and governs the maximum annual spend on certain contracts. If the amount of goods or services needed is expected to exceed the approved amount on the Council approved Administrative Awards document, Council must approve the additional award authority.

DISCUSSION:

As the Fire and Medical Department's fleet ages, there are fewer vehicles covered under warranty, resulting in increases in maintenance and repair costs compared to prior years. In anticipation of these ongoing increases to maintenance and repair costs, the Fire and Medical Department has been closely monitoring expenditures to date. There have been a few significant mechanical breakdowns this year that have impacted projections, along with extended lead times in receiving replacement apparatuses. In order to accommodate the department's needs, an increase in administrative award is prudent at this time.

Avondale Fire and Medical Department contracts with vendors to provide maintenance and repair services for fire apparatuses to ensure they are operational for emergency response. The annual maximum spend on these contracts is governed by the Administrative Awards document. The Administrative Awards document gave Fire and Medical Department a maximum authorization of \$400,000 for Vehicle Maintenance and Repair. The Fire

and Medical Department expects to potentially need \$150,000 in additional award authority for FY2023.

BUDGET IMPACT:

This additional amount for the award authority will be covered by savings from other areas of the Fire and Medical Department's Fiscal Year 2023 operational budget.

RECOMMENDATION:

Staff recommends the City Council authorize an increase in awarding authority for apparatus maintenance and repairs and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Settlement Agreement and Payment for the Claim of Javier Castaneda and Samuel Castaneda, Jr.

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH: n/a

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

N/A

PURPOSE:

City Council will consider a request to approve the settlement agreement with Javier Castaneda and Samuel Castaneda, Jr., a minor, in the amount of \$75,000 for the claim and \$2,500 for the minor's conservatorship and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Javier Castaneda and Samuel Castaneda, Jr. filed a notice of claim with the City on August 29, 2022.

DISCUSSION:

City Attorney's Office has negotiated a settlement with the Castanedas and is recommending approval of the settlement agreement in the amount of \$75,000.00 for the claim and \$2,500.00 for the conservatorship of Samuel Castaneda, Jr., a minor.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff is recommending City Council approve the settlement agreement with the Castanedas in the amount of \$75,000 for the claim and \$2,500 for the conservatorship of Samuel Castaneda Jr., a minor, and authorize the Mayor, the City Manager, the City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: Nicholle Harris

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into as of _____, 2023 by and between the City of Avondale, an Arizona Municipal Corporation (the “City”) and Javier Castaneda (“Javier”) and Samuel Castaneda, Jr. (“Sam”), a minor (“collectively Castaneda”). Collectively, the City and Castaneda shall be referred to as the “Parties.”

RECITALS

WHEREAS, a dispute has arisen between the Parties regarding a claim stemming from an automobile collision that occurred on March 2, 2022 (the “Dispute”); and

WHEREAS, as a consequence of the Dispute, Castaneda filed a Notice of Claim indicating their intent to commence litigation against the City, (the “Claim”); and

WHEREAS, the Parties now desire to fully compromise and settle their outstanding differences, disputes, and claims/all claims arising out of or with respect to the Dispute.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, the Parties agree as follows:

1. Settlement Payment.

(a) **Payment.** Subject to the terms and conditions of this Agreement, the City agrees to pay Castaneda, and Castaneda agrees to accept, the total sum of Seventy-Five Thousand Dollars (\$75,000.00) (the “Settlement Payment”), in full settlement and satisfaction of all claims relating to the Dispute, including all claims raised, or which could have been raised, in the Litigation, as more fully described below. The Settlement Payment shall be:

(i) Paid by Check with U.S. Funds;

(ii) Delivered to Castaneda’s counsel at the following address: Valdez Law Offices, Attn: Joseph Hoxie, 323 West Roosevelt Street, Suite 100, Phoenix, AZ 85003; and

(iii) Made no later than ten business days after counsel for Castaneda delivers an executed copy of this Agreement to counsel for the City.

(b) **Attorneys’ Fees and Costs.** The Parties acknowledge and agree that they are solely responsible for paying any attorneys’ fees and costs they incurred in connection with the Dispute, including, but not limited to, attorneys’ fees and costs incurred in connection with the negotiation of this Agreement. Notwithstanding this provision, the Parties acknowledge that the City agrees to pay the attorneys’ fees and costs in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for the conservatorship of Sam.

(c) Castaneda shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing to any federal, state, local, or regional taxing authority as a result of the Settlement Payment.

(d) Castaneda does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement.

(e) Castaneda agrees to indemnify and hold the City harmless in the event that any governmental taxing authority asserts any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the payment of the Settlement Payment.

2. **Liens; Indemnification.**

(a) **Release of Liens.** Castaneda warrants and represents that they have paid, or will pay, all hospital, ambulance, doctor, and other medical bills and all other liens relating to or arising from the Dispute.

(b) **Indemnification.** Castaneda agrees to indemnify and hold harmless the City from any and all damages, costs (including court costs), and fees (including attorneys' and legal fees) that the City incurs or suffers in connection with or as a result of Castaneda's failure to obtain any release of lien relating to or arising from the Dispute, including but not limited to:

(i) Liens or rights of reimbursement asserted against the Settlement Payment by any insurer, government agency, healthcare professional, healthcare provider, attorney, or other entity or person asserting a lien relating to or arising from the Dispute.

(ii) Claims seeking compensation for medical or other payments due or claimed to be due under any contract or state or federal law or regulation.

(c) **Reporting Requirements.** Castaneda shall be solely responsible for making all required reports of the details of this settlement to state and local government agencies, such as the Centers for Medicare and Medicaid Services, where required by Section 111 of the Medicare, Medicaid, and SCHIP Extension Act.

3. **Mutual Release of All Claims.**

(a) **Release by City of Avondale.** the City, on behalf of itself, its affiliates, and assigns, and its and their past, present, and future officers, directors, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby releases and forever discharges Castaneda, together with its attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or known or unknown, which the City has, or may have had, against Castaneda, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

(i) The Dispute;

(ii) Any agreement between the Parties, other than this Agreement;

The City has made an investigation of the facts pertaining to this Agreement and to the released claims as they deem necessary. In furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete effect.

(b) **Release by Castaneda.** Castaneda on behalf of itself, its attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby releases and forever discharges the City, together with its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or known or unknown, which Castaneda has, or may have had, against the City, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

- (i) The Dispute;
- (ii) Any agreement between the Parties, other than this Agreement;
- (iii) Any other matter between the Parties; and/or

This Agreement resolves any claim for relief that has or could have been alleged by Castaneda against the City, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

Castaneda has made an investigation of the facts pertaining to this Agreement and to the released claims as they deem necessary. Castaneda is aware that they may hereafter discover facts in addition to, contrary to, or different from those they now know or believes to be true with respect to the matters set forth herein. Nevertheless, it is the intention of Castaneda to fully, finally, and forever settle and release all claims of any kind or nature whatsoever that were in existence as of the date of this Agreement. In furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete effect notwithstanding the discovery or existence of any additional, contrary, or different facts.

4. **Representations and Warranties.**

(a) **No Outstanding or Known Future Claims or Causes of Action.** Each Party represents and warrants that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the released claims set out in Section 2, above.

(b) **No Assignment or Transfer of Claims.** Each Party represents and warrants that they are the rightful owner of and has not encumbered, assigned, or transferred, nor will they in the future attempt to encumber, assign, or transfer, any claim for relief or cause of action released herein.

(c) **Parties' Authority to Settle.** Each Party represents and warrants that they have full authority to enter into, deliver, and perform under this Agreement, and that all acts and actions have been taken to grant such authority, and that no third-party consent, which has not already been obtained, is required.

(d) **Signatories' Authority to Execute Agreement.** Each signatory to this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of the Party for whom they executed this Agreement.

(e) **No Violation of By-laws, Covenants, or Restrictions.** Each Party warrants and represents that the Party's execution of this Agreement is not in violation of any By-law, Covenants, and/or other restrictions placed upon them by their respective entities.

5. **Cooperation.**

Each Party agrees to take all actions and to make, deliver, sign, and file any other documents and instruments necessary to carry out the terms, provisions, purpose, and intent of this Agreement.

6. **No Admission of Liability.**

The Parties acknowledge that this Agreement represents a compromise and final settlement of disputed claims and agree that the performance of the conditions and provisions of this Agreement, including the payment and acceptance of the Settlement Payment, is not to be construed as an admission of any liability or wrongdoing whatsoever by any Party to this Agreement.

7. **Non-Disclosure Requirements.** Each Party agrees that the terms of this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain confidential and shall not be disclosed to any third party, except:

(a) To the Parties' counsel, accountants, financial advisors, and tax professionals retained by them.

(b) To the Parties' management, officers, and Boards of Directors.

(c) To any federal, state, or local governmental taxing or regulatory authority, including in connection with a tax audit or to comply with a tax obligation.

(d) As required by law or in response to a court order or subpoena, after giving notice to the other Party as directed in the Notice section of this Agreement, in sufficient time for that Party to object to such disclosure, if possible.

8. **Non-Disparagement.**

The Parties agree that, unless required to do so by legal process, they [and their respective officers and directors] will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or any person or entity affiliated with the other Party.

For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates. This non-disparagement provision is material to this Agreement and its violation shall constitute a breach of this Agreement.

9. **Agreement is Legally Binding.**

The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns/successors, assigns, executors, administrators, heirs, and estates.

10. **Entire Agreement.**

This Agreement, including the recitals, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, they have not relied on any promise, representation, or warranty not contained in this Agreement.

11. **Modification.**

No modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

12. **Interpretation, Severability, and Enforcement.**

(a) **Interpretation.** The headings in this Agreement are purely for convenience and are not to be used as an aid in interpreting its terms. This Agreement shall not be construed against either Party as the author or drafter of the Agreement.

(b) **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

(c) **Enforcement.** Nothing in this Agreement shall be construed as, or constitute, a release of any Party's right to enforce the terms of this Agreement.

13. **Choice of Law.**

(a) **Choice of Law.** This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Arizona (including its statutes of limitation and applicable state choice of law statute(s)), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Arizona

14. **Notice.**

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email or fax (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. The Parties shall deliver any Notice at least seven (7) days before the event addressed by the Notice, unless it is impossible to do so or a longer period is required by other terms of this Agreement.

If to City:	City of Avondale 11465 West Civic Center Drive Avondale, AZ 85323 Attention: Risk Manager
with a copy to:	City of Avondale Office of the City Attorney 11465 West Civic Center Drive Avondale, AZ 85323 Attention: Nicholle Harris
If to Castaneda:	Valdez Law Offices 323 West Roosevelt Street, Suite 100 Phoenix, AZ 85003 Attention: Joseph Hoxie

15. **Reliance on Own Counsel.**

In entering into this Agreement, each Party acknowledges that:

(a) They had the opportunity to seek and rely upon the legal advice of attorneys of their own choosing.

(b) They fully understand and voluntarily accepts the Agreement’s terms based on the consideration set forth in this Agreement and not on any other promises or representations by the other Party or any attorney or other agent or representative of the other Party.

(c) In deciding to sign this Agreement, [he/she/it] did not rely and has not relied on any oral or written representation or statement by the other Party or any attorney, or other agent or representative of the other Party, including but not limited to any representation or statement about the subject matter, basis, or effect of this Agreement.

(d) To the extent that a party is a minor, the Agreement has been approved by the probate court.

16. **Effective Date.**

The terms of the Agreement will be effective when a fully executed copy of this Agreement is delivered to counsel for Castaneda as described in the Notice section of this Agreement/as of the date set out in the introductory paragraph of this Agreement (the “Effective Date”).

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

CITY OF AVONDALE, ARIZONA

Nicholle Harris, City Attorney
Attorney for the City of Avondale
Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2023.

Notary Public, State of Arizona
Printed name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

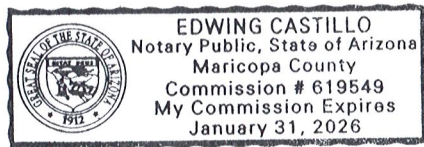
JAVIER CASTANEDA

Javier Cast
Javier Castaneda

Date: 2-7-2023

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SWORN TO AND SUBSCRIBED before me this 7 day of February, 2023.



[Signature]
Notary Public, State of Arizona
Printed name: Edwing Castillo
My commission expires: 1/31/2026

[SEAL]

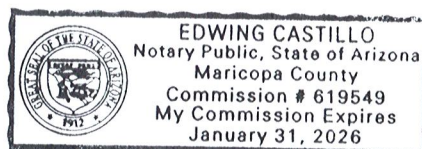
SAMUEL CASTANEDA, parent of SAMUEL CASTANEDA, JR.

Samuel Castaneda

By: _____
Status Parent + Father

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SWORN TO AND SUBSCRIBED before me this 7 day of February, 2023.



[Signature]
Notary Public, State of Arizona
Printed name: Edwing Castillo
My commission expires: 1/31/2026

[SEAL]

CITY COUNCIL REPORT

SUBJECT: Resolution 1013-0323 - Audit Committee Bylaws

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Barbara Copping, City Auditor

THROUGH: N/A

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The purpose of the Audit Committee is to ensure that the Office of the City Auditor provides independent and objective assurance on city programs and activities to city management and City Council. Audit services are designed to add value, improve the organizational operations, identify opportunities to minimize organizational risks, maximize efficiency and effectiveness, and strengthen public confidence and accountability.
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PURPOSE:

City Council will consider a request to adopt Resolution 1013-0323, approving the Audit Committee Bylaws to establish voting rights, meetings, member terms, and conflicts of interest and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council recently authorized the independent Office of the City Auditor, which reports functionally to the Audit Committee. The Audit Committee was authorized per Ordinance 2051-0922. The Audit Committee held its first meeting on February 15, 2023. During this meeting, the members approved the attached Bylaws. The Bylaws address voting rights, meetings, member terms, and conflicts of interest. The Audit Committee also approved a Chair and Vice Chair for the Audit Committee.

DISCUSSION:

As part of the creation of the Audit Committee, the voting members approved the attached Bylaws, which are presented for City Council approval. The Bylaws are authorized per Ordinance 2051-0922.

BUDGET IMPACT:

FY2024 budget anticipates funding for the Audit Committee

RECOMMENDATION:

Staff recommend City Council adopt a Resolution approving the Audit Committee Bylaws dated February 2023.

Contact person for document distribution: Barbara Coppage

ORDINANCE NO. 2051-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL) RELATING TO THE CITY AUDIT COMMITTEE.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article I (In General), Section 2-3—2-11 (Reserved.) is hereby amended to read as follows:

2-3—2-8 - Reserved.

2-9 – AUDIT COMMITTEE ESTABLISHED; PURPOSE

(A) ESTABLISHMENT; PURPOSE. AN AUDIT COMMITTEE IS HEREBY ESTABLISHED TO PROVIDE ADVICE TO CITY COUNCIL IN RESPECT TO FULFILLING ITS OVERSIGHT RESPONSIBILITIES REGARDING THE INTEGRITY OF THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL STATEMENTS. THE AUDIT COMMITTEE WILL FURTHER ASSIST AND ADVISE THE CITY AUDITOR AND CITY COUNCIL ON MATTERS RELATING TO THE CITY'S COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS, SYSTEMS OF INTERNAL CONTROLS, MANAGEMENT OF CITYWIDE RISK ENVIRONMENT AND THE PERFORMANCE OF INTERNAL AND EXTERNAL AUDITORS. CONSISTENT WITH THIS FUNCTION, THE AUDIT COMMITTEE WILL ENDEAVOR TO ENCOURAGE CONTINUOUS IMPROVEMENT OF, AND ADHERENCE TO, CITY POLICIES AND PROCEDURES AND PRACTICES AT ALL LEVELS.

(B) BYLAWS. TO ENSURE INDEPENDENCE AND EFFICIENCY IN THE PERFORMANCE OF ITS FUNCTION, THE AUDIT COMMITTEE IS HEREBY AUTHORIZED TO ADOPT BYLAWS WHICH WILL AT A MINIMUM INCLUDE AND ADDRESS VOTING RIGHTS, MEETINGS, AND MEMBER TERMS. THE BYLAWS MAY INCLUDE ANY RULES OR POLICIES WHICH ENABLE THE AUDIT COMMITTEE TO PERFORM AND CARRY OUT ANY OF THE DUTIES.

2-10 – RESPONSIBILITIES AND DUTIES OF AUDIT COMMITTEE. THE AUDIT COMMITTEE SHALL:

(A) REVIEW THE CITY AUDITOR'S AUDIT PLAN ANNUALLY AND PROVIDE SUGGESTIONS FOR THE AUDITOR'S ANNUAL AUDIT PLAN;

(B) ENSURE THAT THE CITY AUDITOR TRANSMITS AUDIT REPORTS TO THE AUDIT COMMITTEE AND THE CITY COUNCIL. AUDIT REPORTS WILL ALSO BE MADE AVAILABLE TO THE PUBLIC;

(C) MONITOR FOLLOW-UP ON REPORTED FINDINGS TO ASSURE CORRECTIVE ACTION IS TAKEN BY CITY MANAGEMENT;

(D) REPORT TO THE CITY COUNCIL ON AREAS OF INTEREST OR CONCERNS AT SUCH TIMES AS DEEMED APPROPRIATE;

(E) EVALUATE THE FINDINGS AND RECOMMENDATIONS OF THE PEER REVIEW AS REQUIRED BY GOVERNMENT AUDITING STANDARDS AND ASSURE THAT ALL AUDITS CERTIFY THAT THEY CONFORM TO GENERALLY ACCEPTED GOVERNMENTAL AUDITING STANDARDS;

(F) ASSURE THAT THE INTERNAL AUDIT FUNCTIONS ARE INDEPENDENT IN ACCORDANCE WITH GENERALLY ACCEPTED GOVERNMENTAL AUDITING STANDARDS, WHETHER PERFORMED BY CITY STAFF OR OUTSIDE CONTRACTORS, OR ANY COMBINATION THEREOF;

(G) AT LEAST ANNUALLY MEET WITH THE CITY'S EXTERNAL AUDITOR TO DISCUSS THE CITY'S ANNUAL COMPREHENSIVE ANNUAL FINANCIAL REPORT AND OTHER APPLICABLE RISK MANAGEMENT AND CITY FINANCIAL CONCERNS.

2-11 – AUDIT COMMITTEE MEMBERSHIP

(A) MEMBERSHIP. THE AUDIT COMMITTEE SHALL BE COMPRISED OF SEVEN (7) MEMBERS CONSISTING OF THE FOLLOWING:

1. THREE (3) CITY COUNCIL MEMBERS (VOTING MEMBERS);
2. TWO (2) PUBLIC MEMBERS (VOTING MEMBERS); AND
3. TWO (2) CITY STAFF MEMBERS WHICH SHALL BE THE BUDGET AND FINANCE DIRECTOR AND THE CITY MANAGER OR THEIR AUTHORIZED DESIGNEE (NON-VOTING).

THE VOTING MEMBERS OF THE AUDIT COMMITTEE SHALL BE APPOINTED BY THE CITY COUNCIL. ALL AUDIT COMMITTEE MEMBERS SHOULD HAVE AN UNDERSTANDING OF FINANCIAL REPORTING, ACCOUNTING, AUDITING, OR A RELATED BUSINESS FIELD, MUST BE FAMILIAR WITH LOCAL GOVERNMENT OPERATIONS, AND MUST HAVE SUFFICIENT TIME TO EFFECTIVELY PERFORM THEIR DUTIES.

THE CITY AUDITOR SHALL NOT BE A MEMBER OF THE AUDIT COMMITTEE; HOWEVER, THE CITY AUDITOR OR THE CITY AUDITOR'S DESIGNEE SHALL SERVE

AS SECRETARY FOR THE AUDIT COMMITTEE. THE SECRETARY SHALL PREPARE AGENDAS, MINUTES, AND REPORTS AS DIRECTED BY THE AUDIT COMMITTEE.

SECTION 2. It is necessary for the preservation of the peace, health and safety of the City of Avondale that an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the Acting City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

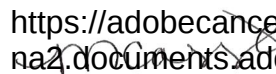
PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 6, 2022.


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Kenn N Weise (Sep 7, 2022 10:38 PDT)

Kenneth N. Weise, Mayor

ATTEST:


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Marcella Carrillo, City Clerk

APPROVED AS TO FORM:


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Nicholle Harris (Sep 7, 2022 13:28 PDT)

Nicholle Harris, City Attorney

RESOLUTION NO. 1013-0323

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ADOPTING THE CITY OF AVONDALE AUDIT COMMITTEE
BYLAWS.

WHEREAS, on September 6, 2022, the Council of the City of Avondale (the “City Council”) established the City of Avondale Audit Committee (the “Audit Committee”); and

WHEREAS, the City Council desires to adopt the Audit Committee Bylaws, which will govern the operation of the Audit Committee.

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

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

SECTION 2. The City of Avondale Audit Committee Bylaws (the “Bylaws”) are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 20, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1013-0323

[Bylaws]

See following pages.



AUDIT COMMITTEE BYLAWS

Created: February 2023

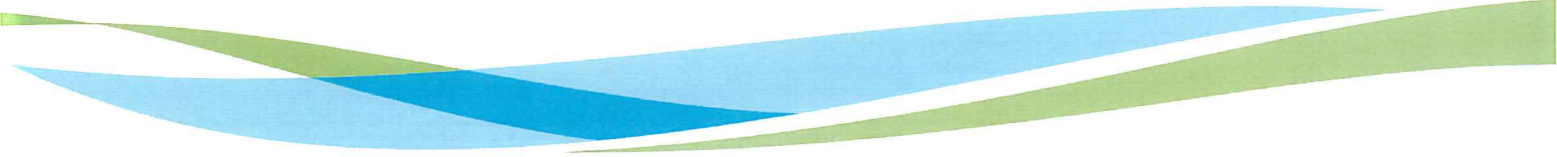
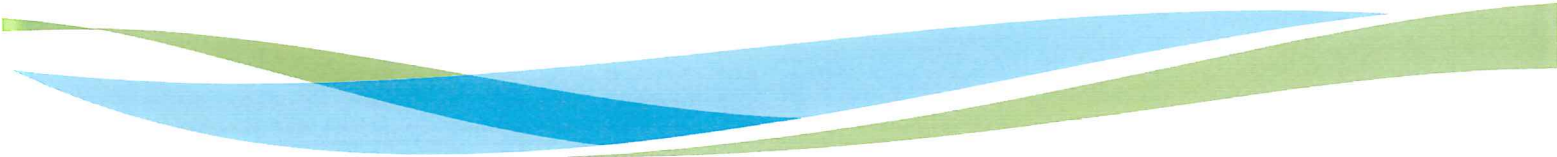


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I. Creation

On September 6, 2022, the City of Avondale Mayor and City Council (the "City Council") approved Ordinance 2051-0922 establishing the City's Audit Committee, as further set forth in sections 2-9 *et seq.* of the Avondale City Code.

II. Purpose

The purpose of the Audit Committee is to provide advice to the City Council in respect to fulfilling its oversight responsibilities regarding the integrity of the City's annual comprehensive financial statement.

The Audit Committee is also responsible for advising the Council and the City Auditor on matters relating to the City's compliance with legal and regulatory requirements, systems of internal controls, management of the citywide risk environments, and the performance of internal and external auditors. Consistent with this function, the Audit Committee will endeavor to encourage continuous improvement of, and foster adherence to, City policies, procedures, and practices.

III. Composition

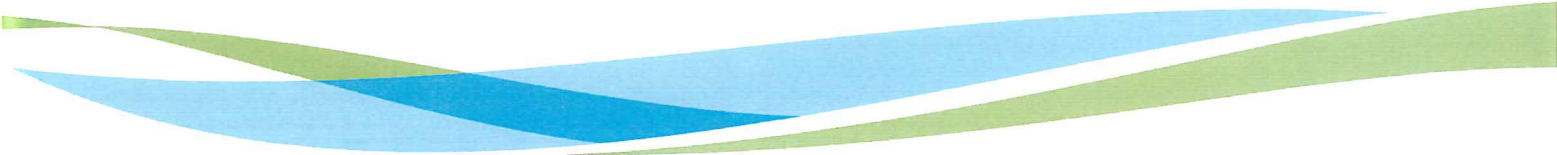
The Audit Committee membership is made up of the following:

- Three City Council members ("Council Representatives")
- Two Public members ("Public Representatives"); and
- Two City staff members, who shall be the City Manager and Finance and Budget Director, or their designees. ("City Representatives")

Council Representatives and Public Representatives shall be considered voting members. City Representatives shall be considered non-voting members.

The City Auditor or their designee shall serve as the City Council liaison and secretary for the Audit Committee. The City Auditor shall prepare agendas, minutes, and reports as directed by the Audit Committee, or as required by the Avondale City Code.

At the first meeting of the Audit Committee of each year, the voting members of the Audit Committee shall designate a Chairperson and Vice-Chairperson. The Chairperson shall act as the presiding officer over all Audit Committee meetings and shall have the authority to sign correspondence as the official representative of the Audit Committee. During the absence of the Chairperson, the Vice-Chairperson shall act as the Chairperson.



TERMS, VACANCIES, REMOVAL

Public Representatives shall serve a term of three years, unless removed pursuant to these bylaws. Council Representatives shall serve a term of two years, unless removed pursuant to these bylaws or upon the cessation of a Council Representative's term on the City Council. There shall be no limit on the number of consecutive terms a Public Representative or Council Representative may serve. City Representatives shall serve for the term of their tenure in their position with the City.

Vacancies that occur by reason other than by expiration of a term shall be filled for the remainder of the term in the same manner as for an initial appointment.

The City Council may remove Council Representatives or Public Representatives according to its rules of procedure.

IV. Voting

Each voting member of the Audit Committee shall have one vote. A quorum shall consist of at least three voting members. A majority vote of a quorum is needed to take action on any matter presented before the Audit Committee.

V. Conflict of Interest

Audit Committee members shall not vote on any matter in which they have a substantial interest, as defined in ARIZ. REV. STAT. § 38-502. Audit Committee members shall annually provide written declarations to the Chairperson stating they do not have any conflicts of interest that would preclude them from being members of the Audit Committee.

VI. Responsibilities and Powers

To accomplish the powers and duties of the Audit Committee as set forth in the City Code, the Audit Committee shall.

- Review and approve the City Auditor's Annual Audit Plan;
- Meet with the City's external auditor at least once per year to discuss the City's Annual Comprehensive Financial Report;
- Oversee the Office of the City Auditor's tracking, retention, and treatment of Integrity Line reports;
- Discuss significant risk exposures periodically with independent external auditors and City management;

- 
- Advise City Council on the appointment, compensation, and the oversight of work of a certified public accounting firm conducting the Annual Comprehensive Financial report pursuant to ARIZ. REV. STAT. § 9-481;
 - Discuss with the City Auditor:
 - Significant audit findings and management corrective action;
 - Difficulties encountered during the performance of an audit, such as limitations on the audit or access to required information;
 - Changes required in the planned scope of the Annual Audit Plan;
 - Changes required to the Office of the City Auditor ordinance;
 - Changes required in the Audit Committee bylaws;
 - Performing other functions as requested by City Council;
 - Results of the Office of the City Auditor's peer review;
 - Significant risk exposures;
 - Steps that City Auditor has taken to identify and report risks;
 - Any other duties prescribed by the Avondale City Code; and
 - Attendance of any employee or volunteer of the City and its enterprises at Audit Committee meetings.

VII. Meetings

The Audit Committee shall meet as frequently as circumstances dictate, but no less than three times annually. All Audit Committee members are expected to attend each meeting, in person or virtually, unless advance notice is provided to the City Auditor, who shall ensure there is a quorum.

The Audit Committee shall, through its Chairperson or the City Auditor, report to the City Council on matters coming before the Audit Committee and decisions rendered.

VIII. Access

Individual Audit Committee members may contact the City Auditor directly for administrative matters; however, when requesting direct action on audit-related projects, a majority vote of members with such authority should be obtained during a public meeting.

IX. Limitation of Audit Committee's Role

While the Audit Committee has the responsibilities and powers set forth in the bylaws, it is not the duty of the Audit Committee to plan or conduct audits; or to determine that the city's financial statements and disclosures are complete, accurate, or are in accordance with Generally Accepted Accounting Principles, or other applicable rules and regulations. These activities remain the responsibility of City management and the independent external auditor.

Members of the Audit Committee are entitled to rely on the expertise, knowledge, and professional judgment of City management, the City Auditor, any independent external auditors, and any other consultant or expert retained by the City. The Audit Committee's responsibilities are not to be interpreted as a substitute for the professional obligations of others.

Nothing contained in these bylaws is intended to expand the applicable standards of liability under statutory or regulatory requirements for the City Council.

X. Amendments

The Audit Committee may adopt from time to time such rules of procedure as it may deem necessary to properly exercise its powers and duties. Such rules shall not conflict with the Avondale City Code, or any state or federal rule or regulation.

These bylaws shall become effective upon adoption by the Audit Committee.

Max White
Max White (Feb 22, 2023 20:49 MST)

Audit Committee Chair

Feb 22, 2023

Date

Barbara Coppage
Barbara Coppage (Feb 27, 2023 07:54 MST)

Audit Committee Secretary

Feb 27, 2023

Date

CITY COUNCIL REPORT

SUBJECT: Resolution 1015-0323 - 5th Amendment to Intergovernmental Agreement with Maricopa County Human Services

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. This agreement provides for additional resources and services for Avondale families experiencing homelessness.
-

PURPOSE:

City Council will consider a request to: (a) adopt Resolution 1015-0323, approving Amendment five (5) of an Intergovernmental Agreement with Maricopa County Human Services Department for reduction of the FY2023 funding amount from \$107,500 to \$76,250 related to the Family Navigator/Bridge Housing Case Manager line item; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

BACKGROUND:

Maricopa County ("County") administered by its Human Services Department and the City of Avondale (Contractor) fully executed a financial Intergovernmental Agreement ("Agreement") on or about July 25, 2019. The County provided the Contractor with \$100,000 in Community Service Block Grant (CSBG) funds for the provision of temporary emergency shelter services, outreach and case management to people experiencing homelessness in the Contractor's area. The Agreement contained a start Date of July 1, 2019, and a Termination Date of June 30, 2020. The Agreement also provided the term may be extended for three additional one-year terms upon written agreement of the County and the Contractor. The County and the Contractor are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about May 28, 2020, which, among other things, decreased fiscal year 2020 funding by \$28,000 from \$100,000 to \$72,000. The Parties fully executed Amendment two (2) on or about August 13, 2020. Among other things, it extended the Agreement termination date from July 1, 2020, through June 30, 2021 ("Renewal Period No. 1"), and provided the Contractor with a not-to-exceed amount of \$100,000 in CSBG fiscal year 2021 funding for the period of July 1, 2020, through June 20, 2021. The Parties fully executed Amendment three (3) on or about June 30, 2021. Among other things, it extended the Agreement term from June 30, 2021 through June 30, 2022 ("Renewal Period No. 2"), and provided the

Contractor with a not-to-exceed amount of 107,500 in CSBG fiscal year 2022 funding for the period of July 1, 2021 through June 30, 2022. The Parties fully executed Amendment four (4) on or about July 27, 2022. Among other things, it extended the Agreement term from June 30, 2022 through June 30, 2023 ("Renewal Period No. 3"), and provided the Contractor with a not-to-exceed amount of 107,500 in CSBG fiscal year 2023 funding for the period of July 1, 2022 through June 30, 2023.

DISCUSSION:

Under the terms of the current agreement, the line item to fund Family Navigation/Bridge Housing Case Manager is \$62,500. A contract for services was executed on January 18, 2023; the timing of the award allows for a maximum of six months of services prior to the termination of the Intergovernmental Agreement on June 30, 2023. The line for these services will be reduced from \$62,500 to \$31,250 to account for this delay in procuring services. This reduces the overall fiscal year 2023 Intergovernmental Agreement funding amount from \$107,500 to \$76,250.

BUDGET IMPACT:

If approved, the City will reduce the associated Intergovernmental Agreement budget from \$107,500 to \$76,250 to account for the reduction to the Family Navigator/Bridge Housing Case Manager line item from \$62,500 to \$31,250. The period of availability is unchanged through June 30, 2023. There is no budget impact on the General Fund.

RECOMMENDATION:

Staff recommend that City Council: ((a) adopt Resolution 1015-0323, approving amendment five (5) of an Intergovernmental Agreement with Maricopa County Human Services Department for reduction of the FY2023 funding amount from \$107,500 to \$76,250 related to the Family Navigator/Bridge Housing Case Manager line item; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Brian Planty

RESOLUTION NO. 1015-0323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING FOR SERVICES, OUTREACH AND CASE MANAGEMENT FOR PEOPLE EXPERIENCING HOMELESSNESS IN AVONDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. Amendment No. 5 to the FY 2019-2020 Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, changing the amount of funding from the County to provide temporary emergency shelter services, outreach and case management for people experiencing homelessness in Avondale for fiscal year 2023-2024, (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, March 20, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1015-0323

[Amendment 5]

See following pages.

AMENDMENT NO. 5
TO THE
AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Avondale (Contractor) fully executed a financial Intergovernmental Agreement ("Agreement") on or about July 25, 2019. The County provided the Contractor with \$100,000 in Community Service Block Grant (CSBG) funds for the provision of temporary emergency shelter services, outreach and case management to people experiencing homelessness in the Contractor's area. The Agreement contained a Start Date of July 1, 2019, and a Termination Date of June 30, 2020. The Agreement also provided the term may be extended for three additional one-year terms upon written agreement of the County and the Contractor. The County and the Contractor are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about May 28, 2020, which among other things, decreased fiscal year 2020 funding by \$28,000 from \$100,000 to \$72,000.

The Parties fully executed Amendment No. 2 on or about August 13, 2020. Among other things, it extended the Agreement termination date from July 1, 2020, through June 30, 2021 ("Renewal Period No. 1"), and provided the Contractor with a not-to-exceed amount of \$100,000 in CSBG fiscal year 2021 funding for the period of July 1, 2020, through June 20, 2021.

The Parties fully executed Amendment No. 3 on or about June 30, 2021. Among other things, it extended the Agreement term from June 30, 2021 through June 30, 2022 ("Renewal Period No. 2"), and provided the Contractor with a not-to-exceed amount of 107,500 in CSBG fiscal year 2022 funding for the period of July 1, 2021 through June 30, 2022.

The Parties fully executed Amendment No. 4 on or about July 27, 2022. Among other things, it extended the Agreement term from June 30, 2022 through June 30, 2023 ("Renewal Period No. 3"), and provided the Contractor with a not-to-exceed amount of 107,500 in CSBG fiscal year 2023 funding for the period of July 1, 2022 through June 30, 2023.

- II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

- A. Add the following new paragraph to Section I (GENERAL PROVISIONS):

48.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 48.1 The Contractor warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

- 48.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.

48.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

48.1.3 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.

48.2 If the Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

B. Revise Attachment 1 (Operating Budget for Fiscal Year 2023) to address the following modification:

1. Reduce the fiscal year 2023 funding amount from \$107,500 to \$76,250. The reduction of \$31,250 in the Family Navigator/Bridge Housing Case Manager line item. The period of availability is unchanged July 1, 2022 through June 30, 2023.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 5. All other terms and conditions of the Agreement and previously approved Amendments shall remain unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 5, and it shall be effective upon approval and signature by both Parties.

(Signatures are contained on the following page)

IN WITNESS, the Parties have approved and signed this Amendment No. 5:

FOR CITY OF AVONDALE:**FOR MARICOPA COUNTY:**

Kenn Weise
Mayor

Date

Clint Hickman
Chairman, Board of Supervisors

Date

Attested To:

Attested To:

City Clerk

Date

Juanita Garza
Clerk of the Board

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Date

Deputy County Attorney

Date

Attachment 1
Revised Operating Budget for Fiscal Year 2023

ITEM	COST
IHELP Case Worker	\$25,000.00
Family Housing Support Navigator	\$31,250.00
Homeless Navigation Services - Phoenix Rescue Mission	\$20,000.00
Total	\$76,250.00

CITY COUNCIL REPORT

SUBJECT: Final Plat - A Re-Plat of Lot 2 for MGN, LLC - Application PL-22-0357

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request by James Williamson of Superior Surveying Services, Inc., on behalf of the property owner Max Ghazool of MGN1, LLC, to approve a Re-Plat at the southeast corner of Avondale Boulevard and The BLVD, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The subject property is approximately 3.99 acres in size. The property was annexed in April 2009 and rezoned from Agricultural (AG) to City Center District (CCD) zoning in August 2009. The property was again rezoned, this time from CCD to The BLVD District (BLVDD) zoning in March 2020 following the adoption of The BLVD Specific Plan the previous year. The property is located within The BLVD's Park Avenue District, which is intended for uses such as hotels, retail stores, restaurants, sports and entertainment facilities, offices, educational campuses, and urban-form multi-family residential developments, all oriented around a central public gathering area or event space.

The property is the site of a proposed hotel (Avid Hotel), retail, and restaurant uses. The City Council previously approved the project's Development Plan (Site Plan and Design Review) on March 21, 2022, which is a required step for projects in The BLVD Specific Plan in addition to staff review and approval. A minor amendment to that plan regarding the retail and restaurant buildings was approved by staff administratively on March 8, 2023. The minor changes involved reconfiguring the layout of the retail/restaurant buildings and a couple of parking spaces and establishing a building elevation design for the restaurant building, which was not provided in the prior submittal. These changes are consistent with the intent of the original site plan. The amended site plan is attached for informational purposes only, Exhibit E. This Council item is not reviewing or approving the site plan, only the Re-Plat.

This planned development will have one access (right-in and right-out only) off of Avondale Boulevard. There will be a right-in and right-out access along The BLVD street and there will be a right-in and left-out access along 114th Avenue (the interior street within The BLVD Park Avenue District). The Re-Plat includes an easement for a northbound right-turn deceleration lane along Avondale Boulevard. This easement is 4.5 feet in

width to complete the full width of the turn lane, since the City has most of the existing right-of-way to accommodate the northbound turn lane.

The existing uses and zoning of surrounding properties include:

NORTH: Developed with a public parking lot and drive-through coffee shop. Zoning and General Plan designation are The BLVD Park Avenue District.

EAST: Vacant land. Zoning and General Plan designation are The BLVD Park Avenue District.

SOUTH: Vacant land. Zoning and General Plan designation are The BLVD Park Avenue District.

WEST: Vacant land. Zoning and General Plan designation are The BLVD Village District.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Re-Plat (a modification of the previously rerecorded Final Plat on this parcel) to divide the subject property into three (3) separate lots (Exhibit D), for the purpose of having separate utility metering and for financing requirements from the lenders related to future development which includes retail and restaurant parcels and a hotel parcel. The resulting lot sizes will be 2.001 acres (Lot 2A), 0.989 acres (Lot 2B), and 0.998 acres (Lot 2C). Additionally, the Re-Plat will dedicate 4.5 feet of right-of-way in an area along Avondale Boulevard where a traffic deceleration lane and driveway entrance to the site is expected to be constructed.

ANALYSIS:

The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

DISCUSSION:

The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The condition of approval is reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-22-0357 Final Plat for MGN1, LLC, a Re-Plat of Lot 2, subject to the following condition of approval:

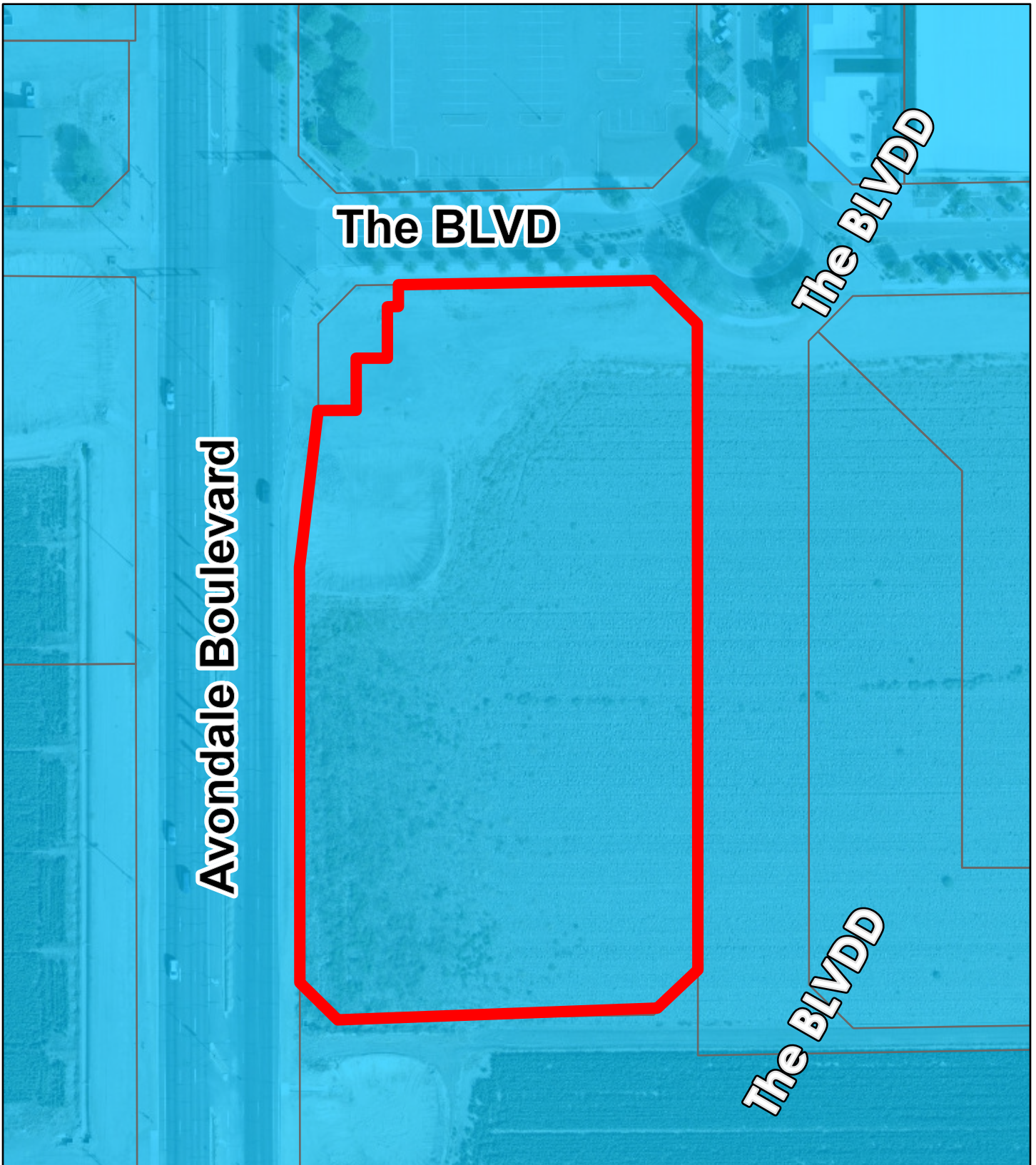
1. The recorded plat shall be in conformance with the Re-Plat submitted electronically on February 22, 2023, and provided in Exhibit D.

Contact person for document distribution: Ann Dolmage



Aerial Map



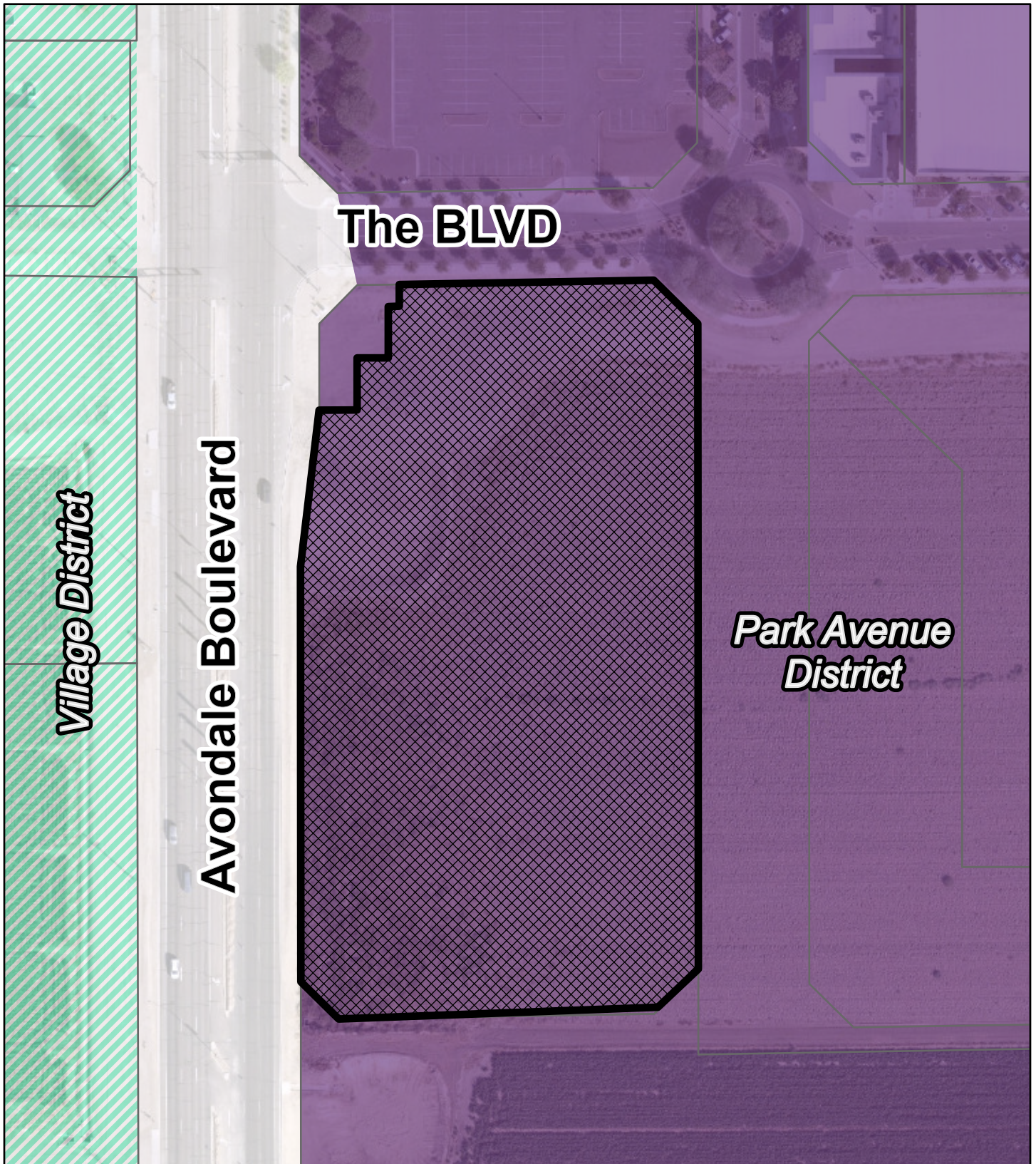


Zoning Vicinity

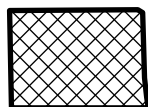


Subject Property





General Plan Land Use



Subject Property



FINAL PLAT FOR MGN1, LLC, A REPLAT OF LOT 2, MGN, LLC PARCEL, AS RECORDED IN BOOK 1618, PAGE 10

LOT 2 OF AVONDALE CITY CENTER PHASE 2 LOT 8 REPLAT
RECORDED IN BOOK 1618 OF MAPS PAGE 10,
OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA,
A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 6, TOWNSHIP 1 NORTH,
RANGE 1 EAST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS,
MGN1, LLC, A LOUISIANA LIMITED LIABILITY COMPANY, AS OWNER,
HEREBY PUBLISHES THIS RE-PLAT OF "AVID HOTEL," AS AND FOR THE
REPLAT OF LOT 2 OF AVONDALE CITY CENTER PHASE 2 LOT 8 REPLAT,
RECORDED IN BOOK 1618 OF MAPS, PAGE 10, MARICOPA COUNTY RECORDS,
LOCATED IN A PORTION OF SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AS SHOWN
HEREON, AND HEREBY DECLARES THAT SAID RE-PLAT SETS FORTH THE
LOCATION AND GIVES DIMENSIONS OF THE LOTS, STREET RIGHT OF WAY AND
EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL
BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON THIS
MAP.

THE OWNER, AS LISTED ABOVE HEREBY DEDICATE IN FEE ALL RIGHTS TITLE
AND INTEREST IN THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET
AND INTERESTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE
DESCRIBED PREMISES.

IN WITNESS WHEREOF, MGN1, LLC, A LOUISIANA LIMITED LIABILITY COMPANY,
HEREBY HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS AUTHORIZED
OFFICERS, HERETO DULY AUTHORIZED THIS THE _____ DAY OF
_____, 20____.

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS RE-PLAT.
THE PERSON SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO
DO SO.

MGN1, LLC, A LOUISIANA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____) ss
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF
OF _____ 20____ BY _____ THE _____ DAY OF
MONT LLC, A LOUISIANA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SHEET INDEX:

SHEET 1 - COVER SHEET
SHEET 2 - PLAT MAP

LAND AREA TABLE:

LOT 2A	87,171 SQ. FT. / 2.001 AC.
LOT 2B	43,076 SQ. FT. / 0.989 AC.
LOT 2C	43,465 SQ. FT. / 0.998 AC.
TOTAL	173,712 SQ. FT. / 3.988 AC.

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE
AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN
ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED
STATUTES.

Exhibit D

OWNER/DEVELOPER

MONT LLC, A LOUISIANA LIMITED LIABILITY COMPANY
CONTACT PERSON: JAMES WILLIAMSON
ADDRESS: 5055 E. WASHINGTON STREET, SUITE 200
PHOENIX, AZ 85034
PHONE: (602) 222-4266

SURVEYOR

SUPERIOR SURVEYING SERVICES, INC.
CONTACT PERSON: JAMES WILLIAMSON
ADDRESS: 2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623) 869-0223

NOTES:

- ALL LANDSCAPING WITHIN THE LOCAL COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS, EXCLUDING MEDIANS ON ARTERIAL STREETS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITH SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
- THE CITY WILL MAINTAIN ALL STORM DRAIN PIPES IN THE RIGHT-OF-WAY.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL
- CITY SHALL HAVE A BLANKET ACCESS EASEMENT ACROSS ALL PARCELS TO ACCESS THE WATER FEATURE PUMP HOUSE.

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS THE NATIONAL GEODETIC SURVEY, PID NO. DJ5894, BEING A CITY OF AVONDALE BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF AVONDALE BOULEVARD AND VAN BUREN STREET HAVING AN ELEVATION OF 996.20 FEET, NAVD88.

BASIS OF BEARING:

THE BASIS OF BEARING IS THE MONUMENT LINE OF AVONDALE BOULEVARD, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, USING A BEARING OF S 89° 00' 00" E 19.25 FEET TO CORNER 19, THE FINAL PLAT FOR AVONDALE CITY CENTER PHASE 2, BOOK 1095 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA.
APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2023.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2023, THAT THE PLAT IS CORRECT AND ACCURATE THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

FOR REVIEW
NOT FOR
CONSTRUCTION
RECORDING

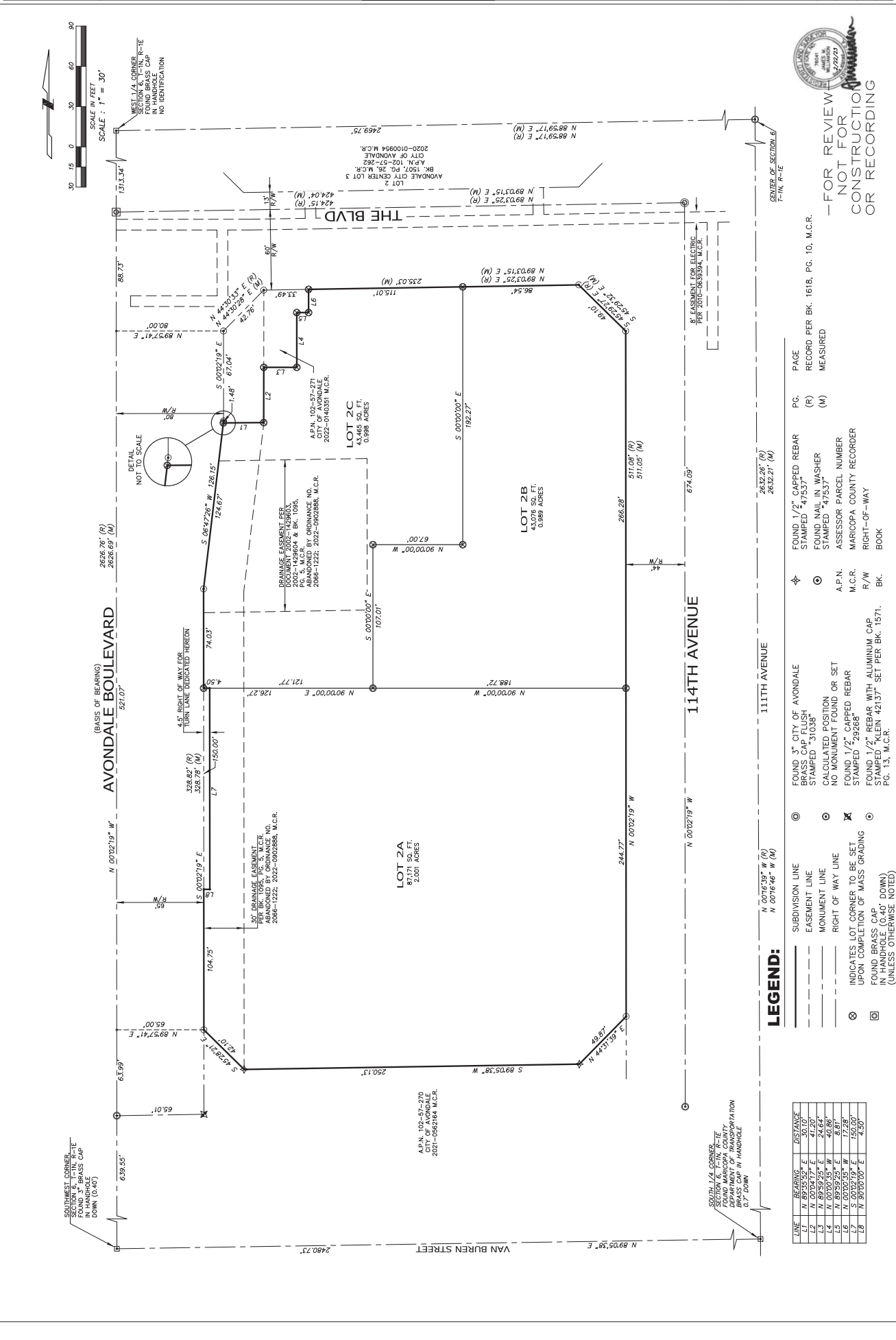
REGISTERED LAND SURVEYOR

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (cell)
www.superiorsurveying.com
info@superiorsurveying.com



MGN1 LLC
"AVID HOTEL"
FINAL PLAT

DATE OF PLAT	2/22/23
DATE OF RECORDING	2/22/23
SHEET NUMBER	1 OF 2
PROJECT NUMBER	202211020



CITY COUNCIL REPORT

SUBJECT: Fiscal Year 2024 Contributions Assistance Program

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & Family Services Director

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This particular item addresses multiple strategic outcome areas, including:

Community-Oriented Lifelong Learning Opportunities

- Work with community partners to expand employment opportunities for residents through job training and placement programs
- Strengthen education-based partnerships

Connected Community

- Expand community engagement opportunities through volunteerism, civic education and service Public Health and Safety
 - Partner with key stakeholders to implement integrated community health and wellness programs
-

PURPOSE:

Staff will provide an update to City Council regarding the Contributions Assistance Program, including an overview of eligibility requirements, funding levels, and evaluation criteria for the Fiscal Year 2023-2024. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The Contributions Assistance Program was established to provide a supplemental funding source for organizations providing services to residents of the City of Avondale. This program has evolved over time to reflect Council priorities and the financial constraints of the budget. Since 2003, City Council has limited funding to organizations providing health and human services. Organizations must be a designated 501(c)3 non-profit organization. Council Member Malone, Council Member Conde, and Council Member Nielson serve on the Contributions Assistance Program Subcommittee.

In June of 2021, funding was approved by the Avondale City Council for distribution through the U.S. Department of Treasury as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF). ARPA funds are meant to help communities address public health and

economic recovery needs related to the COVID-19 crisis, especially non-profits providing direct services to improve the health and welfare of our Avondale residents. As a result, ARPA funds were used to fund the Contributions Assistance Program for the grant period of three (3) years and have been allocated as follows:

- FY2022 \$113,300
- FY2023 \$200,000
- FY2024 \$200,000

In April of 2022, the Avondale City Council also approved increasing the maximum award amount up to \$20,000 per proposal for FY2023 and FY2024.

DISCUSSION:

A staff committee will conduct an initial review of all applications and will forward eligible applications to the Council Subcommittee for their evaluation, selection and determination of funding levels. The following criteria will be used to evaluate and prioritize applications.

1. Provision of direct services which improve the health and welfare of Avondale residents.
2. Current, timely and accurate reports from current recipients.
3. Ability to generate revenue from other sources.
4. Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered.
5. Priority will be given to services and initiatives that support and address City Council's goals.
6. Services provided at the Arizona Complete Health Avondale Resource Center will be given priority.
7. Organizations that received funding in the previous fiscal year will participate in a mid-year review and demonstrate satisfactory progress towards stated goals and objectives.
8. All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization with adequate funding to effectively complete the project as proposed.
9. Services and initiatives responding to the needs of vulnerable populations affected by the COVID-19 pandemic.

BUDGET IMPACT:

Funding for the Contributions Assistance Program is included in the Neighborhood and Family Services department budget. In FY2024, the City is proposing to fund this program, once again, using funding from the American Rescue Plan Act (ARPA).

RECOMMENDATION:

This item is for discussion and feedback only; no Council action will be taken.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Pavement Management Program Update

MEETING DATE: 3/20/2023

TO: Mayor and Council

FROM: Aric M. Stewart, Engineering Director

THROUGH: Tracy Stevens, Assistant City Manager

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

Staff will provide an update to City Council regarding the city's Pavement Management Program and provide information about the overall condition of city streets. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The City's Pavement Management Program has been in place since 2007 and utilizes many different levels of preservation treatments to maintain Avondale City streets. To date, the city maintains and operates over 290 centerline miles of paved roadways. A Pavement Condition Index (PCI) is a rating of 0-100 and is used to indicate the general condition of a pavement section. A road in excellent condition would receive a rating of 100. To improve the pavement condition and optimize the necessary funding to maintain these paved assets, the City entered into an agreement with Infrastructure Management Services to perform a citywide pavement condition assessment. The pavement condition report is now complete and funding recommendations for the Pavement Management Program 5-Year plan have been prepared.

DISCUSSION:

The Pavement Management Program is designed to maximize the pavement life and maintain PCI levels. Staff will present an update of the City's Pavement Management Program and provide information on the current pavement condition of City streets. The current overall system Pavement Condition Index is 68. The City's ten-year goal is to achieve an average Pavement Condition Index of 80. The discussion will include multiple funding level options, along with the associated affects on the network pavement condition. Feedback on this discussion with City Council will ultimately determine the new Pavement Management Program Five-Year plan. Implementation of the updated Pavement Management Program Five-Year plan would commence in July of 2023.

BUDGET IMPACT:

Pavement management of city streets is included in the city's Capital Improvement Program.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: N/A