



City of Avondale

City Council Meeting

Monday, May 15, 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, May 15, 2023

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

SPECIAL MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

- 1. ROLL CALL BY THE CITY CLERK**
- 2. EMPLOYEE INTRODUCTION & ANNOUNCEMENTS (DISCUSSION ONLY)**

Fire & Medical Department

- Brendan Weise, Firefighter (2023 Paramedic Certification)
- Jose Guzman-Alvarez, Firefighter (2023 Paramedic Certification)

Parks & Recreation Department

- Mark Foote, Aquatics Supervisor

Police Department

- Tevin Forrest, Officer
- Toby Story, Officer
- Abigail Whitman, Officer
- Robert Simington, Officer
- Adrian Gutierrez, Officer
- Daniel Vazquez, Senior Management Analyst
- Lesly Amezcua, Dispatcher
- Mackenzie Belton, Dispatcher
- Danielle Agazzi, SWFAC Coordinator
- Sabrina Pena, Police Records Clerk
- Adaceli Garcia, Police Records Clerk
- Alyssa Taylor, Park Ranger

Public Works

- Amber Hughes, Water Conservation Coordinator
- Tom Akins, Environmental Coordinator (Stormwater)
- Austin Hodge, Senior Water Reclamation Facility Mechanic
- Jose Vergara, Equipment Operator (Solid Waste)
- Oscar Lozano, Equipment Operator (Solid Waste)
- Daniel Perez, Senior Wastewater Collections Operator
- David Silva, Equipment Operator (Solid Waste)
- Joshua Rangel, Water Production & Treatment Operator
- Victor Manriquez, Equipment Operator (Solid Waste)
- Johnny Ninthala, Equipment Operator (Solid Waste)
- Cesar Orozco, Equipment Operator (Solid Waste)
- Zakrey Simmons, Wetlands Operator

3. RECOGNITION FOR FIRE AND MEDICAL DEPARTMENT C-SHIFT 173

Chief Rooney will recognize C-Shift 173 crew for their service in providing life-saving medical assistance to a mother giving birth.

4. PROCLAMATION - NATIONAL PUBLIC WORKS WEEK

The Mayor and City Council will read a proclamation recognizing May 21 through May 27, 2023, as National Public Works Week. This item is for discussion only.

5. CITIZEN'S WATER ACADEMY RECOGNITION

The 2023 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. This item is for discussion only.

6. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

6:00 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. 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. MINUTES

City Council will consider a request to approve the April 17, 2023 City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1025-0523 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES

City Council will consider a request to adopt Resolution 1025-0523, authorizing an Intergovernmental Agreement with Maricopa County relating to emergency operations management and disaster services and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. ORDINANCE 2034-0523 - AVONDALE CITY CODE AMENDMENT, CHAPTER 2, ARTICLE 2, DIVISION 4 RELATING TO EMPLOYEE RELATIONS

City Council will consider a request to adopt Ordinance 2034-0523, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 2035-0523 - ACCESS EASEMENT BY ROOSEVELT IRRIGATION DISTRICT (RID) FOR PARCEL AT DECONCINI PARK

City Council will consider a request to approve Ordinance 2035-0523, accepting an access easement at DeConcini Park from Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. AVONDALE VILLAGES - FINAL PLAT - APPLICATION PL-22-0352

City Council will consider the approval of a request by Stephanie Watney, Withey Morris PLC, on behalf of property owner Truvista TD LLC, for a Final Plat on a site generally located south of the southeast corner of Thomas and Dysart roads and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 5.8-acre site into 70 lots, a 2.84-acre tract, dedicates five (5) feet of right-of-way, and dedicates an 8-foot Public Utility Easement (PUE), and sidewalk easement. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1026-0523 - LIV COMMUNITIES AVONDALE - MINOR GENERAL PLAN AMENDMENT - APPLICATION PL-22-0049

City Council will hold a public hearing and consider a request to adopt Resolution 1026-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for LIV Communities Avondale, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations from Mixed Use to High Density Residential and Commercial on 17.92 gross acres located at the southwest corner of Indian School Road and 99th Avenue. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2036-0523 - LIV COMMUNITIES AVONDALE - REZONE FROM PARKSIDE VILLAGE PLANNED AREA DEVELOPMENT (PAD) TO LIV COMMUNITIES AVONDALE PAD – APPLICATION PL-22-0054

The City Council will hold a public hearing and consider a request to adopt Ordinance 2036-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of the property owner ACKA #3 Limited Partnership; c/o Liv Communities, to rezone the approximately 17.92 acres of land located at the southwest corner of Indian School Road and 99th Avenue and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. If approved, the proposed rezoning would allow for a new multi-family residential development and commercial uses. The Council will take appropriate action.

c. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFA) LOCAL 3924

City Council will consider a request to approve an amendment to the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. UPDATE ON PARK DEVELOPMENT AND IMPROVEMENT PROJECTS

Parks and Recreation staff will present an update on park development and improvement projects. This item is for discussion only.

5. ADJOURNMENT

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

CITY COUNCIL REPORT

SUBJECT: Recognition for Fire and Medical Department C-Shift 173

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Larry 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.
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PURPOSE:

Chief Rooney will recognize C-Shift 173 crew for their service in providing life-saving medical assistance to a mother giving birth.

BACKGROUND:

In 2020, the Fire and Medical crew working out of Fire Station 173 responded to a call where a mother was giving birth. This was an emergent situation because the baby was at 23 weeks gestation. The C-Shift crew responded promptly and assisted with the birth of the baby who was born in the backyard tool shed. The crew treated mother and baby and they were transported to a local emergency room. The baby is alive today because of the outstanding medical services provided by this crew.

DISCUSSION:

Chief Rooney would like to introduce the family and thank the crew for their service.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Proclamation - National Public Works Week

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

The employees of the City of Avondale Public Works Department provide exceptional services to the residents, businesses, and visitors of the City twenty-four hours per day, 365 days per year.

PURPOSE:

The Mayor and City Council will read a proclamation recognizing May 21 through May 27, 2023, as National Public Works Week. This item is for discussion only.

BACKGROUND:

National Public Works Week started as an education campaign in 1960, and received federal recognition when, in 1962, President John F. Kennedy issued a proclamation designating the third week of May as National Public Works Week. Each year, the American Public Works Association creates a theme for National Public Works week. This year's theme is Connecting the World Through Public Works and runs from May 21 – May 27, 2023.

DISCUSSION:

Public Works is the thread that connects us all, no matter where we live. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.

This year's theme, Connecting the World Through Public Works, highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride.

The public works industry encompasses many areas including but not limited to streets and transportation, utilities, fleet services, building maintenance, and solid waste, and incorporates city, county, state, and federal programs, as well as the consulting and contracting community. In Avondale, public works related services are provided by the Public Works Department, as well as members of the Facilities, Engineering, and Parks Departments. The Avondale Public Works Department encompasses 116 full-time employees who provide services, outreach and education. Many of Avondale's public works employees hold multiple certifications, degrees and/or licenses related to their field of practice. The department proudly educates the community

through city events, the Citizen's Water Academy and the Citizen's Leadership Academy.

National Public Works Week is the time when we can recognize and honor the men and women of the public works industry that work hard to make Avondale, an Aspiring, Achieving, and Accelerating place to live and work.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

The Public Works Department appreciates the Mayor reading the proclamation for National Public Works Week in Avondale, AZ.

Contact person for document distribution: Suzie Hunter



PROCLAMATION

National Public Works Week

May 21 – 27, 2023

Whereas, the City of Avondale Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Avondale; and

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders and children in Avondale to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby designate the week May 21–27, 2023 as National Public Works Week in Avondale; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Attest:

Mayor

City Clerk

CITY COUNCIL REPORT

SUBJECT: Citizen's Water Academy Recognition

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

PURPOSE:

The 2023 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. This item is for discussion only.

BACKGROUND:

The five-session Citizen's Water Academy offered a comprehensive look at Avondale's water and wastewater systems. Participants actively engaged with the City professionals that plan, build, protect and deliver services for Avondale's vast water and wastewater infrastructure. Participants also experienced behind-the-scenes tours of Avondale's water reclamation facility, aqua-culture center, wetlands and recharge facility.

DISCUSSION:

The Avondale Citizen's Water Academy participants will be recognized for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

THROUGH: Cherlene Penilla, Assistant City Manager

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes. The meeting minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the April 17, 2023 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the attached meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 17, 2023

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:33 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Mike Pineda; Council Members Tina Conde, Veronica Malone, Curtis Nielson, Gloria Solorio and Max White.

Note: Council Member White attended the meeting virtually.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ted Flores, Acting Human Resources Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately thirty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PROCLAMATION – PROFESSIONAL MUNICIPAL CLERKS WEEK

City Council presented a proclamation recognizing April 30 through May 6, 2023, as Professional Municipal Clerks Week. This item was for discussion only.

3. NEW EMPLOYEE INTRODUCTION

The following new employees were introduced to City Council:

City Manager's Office

- Sandra Salas, Management Analyst

Human Resources Department

- Dawn Gosson, Senior Human Resources Analyst
- Natalie Kurdoghlian, Human Resources Specialist

Development Services Department

- Arrianna Ramirez, Administrative Assistant
- Dorothy Williams, Senior Management Analyst

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

The Mayor and City Council recognized the following Avondale students from schools within Avondale for their character and achievement. This item was for discussion only.

- Yukary Leyva Espinoza
- Juelz Venson
- Kameron Marshall
- Jadyn Denny
- Jennifer Lopez
- Azul Ortega
- Marcos Ruiz

5. HOLIDAY SCHOOL SPIRIT FOOD DRIVE AWARDS PRESENTATION

The Mayor and City Council recognized the following schools that participated in the 2022 Holiday School Spirit Food Drive and provided special recognition to the schools that generated the greatest amount of food to support the community. This item was for discussion only.

- Avondale Middle School
- Canyon Breeze Elementary School
- Estrella Vista STEM Academy (3rd Place)
- Legacy Traditional School (1st Place)
- Michael Anderson Elementary School
- Rancho Santa Fe Elementary School
- Rio Vista Elementary School
- STAR Academy
- Thrive Point of Avondale
- West Point High School (2nd Place)

6. ADJOURNMENT

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

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 6:00 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:07 p.m.

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

Members Present: Mayor Kenn Weise; Vice Mayor Mike Pineda; Council Members Tina Conde, Veronica Malone, Curtis Nielson, Gloria Solorio and Max White.

Note: Council Member White attended the meeting virtually.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ted Flores, Acting Human Resources Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Steven Gerard requested the Council consider a personhood resolution towards Avondale becoming a safe sanctuary city, which would require a new City charter preamble.

3. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Council Member White requested agenda item 3e be removed from the consent agenda to be considered separately. Motion was made by Council Member

Nielson, seconded by Vice Mayor Pineda, to approve the Consent Agenda with the exception of agenda item 3e.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the March 6, 2023 and March 20, 2023 City Council meeting minutes.

b. APPOINTMENT TO BOARDS AND COMMISSIONS

City Council approved the appointment of Larry Rooney, Fire Chief, to the Volunteer Fire Department Pension Board and Honorable Frank Moskowitz to the Judicial Advisory Board.

c. AMERICAN RESCUE PLAN ACT (ARPA) UPDATE

City Council approved to update the city's American Rescue Plan Act (ARPA) plan as detailed in Exhibit A and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, RON CORBIN

City Council approved an amendment to the Employment Agreement with City Manager, Ron Corbin and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1019-0423 – THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) SUBSTANTIAL AMENDMENT

This item was pulled from the consent agenda to be considered separately. Full discussion and vote is listed below.

f. ORDINANCE 2023-0423 - SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT - AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD

City Council adopted Ordinance 2023-0423 authorizing the granting of a power distribution easement to Salt River Project (SRP) in connection with the Traffic Signal and Intersection Improvements Project at Avondale Boulevard and Lower Buckeye Road (T0173) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2024-0423 - FIRST AMENDMENT TO POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT (SRP)

City Council adopted Ordinance 2024-0423 authorizing the granting of a first amendment to a power distribution easement to Salt River Project (SRP) in connection with the Avondale Boulevard Widening Project (T0016) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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e. RESOLUTION 1019-0423 – THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) SUBSTANTIAL AMENDMENT

City Council considered a request to adopt Resolution 1019-0423, amending the 2020/2021 Annual Action Plan to reallocate unused CDBG-CV Funds to the City's Emergency Housing Assistance Program and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Chris Lopez, Neighborhood and Family Services Director, presented the following:

Mr. Lopez reviewed accomplishments to date, including Avondale's receipt of approximately \$1 million in BDBG-CV CARES Act dollars. The funds were intended to address the needs of residents impacted by COVID-19. Initial activities included eviction prevention, which has thus far assisted 44 households. Small business assistance helped support six businesses to remain viable within the City. Temporary shelter support assisted with helping people into shelter and also to provide quarantine services. A mobile hotspot program provided 40 hotspots to local schools. Staff recommends amending the action plan in order to be able to adapt to current community needs for residents who remain impacted by the pandemic. This includes new program activity called the Emergency Housing Assistance Program. It will be more comprehensive than the current program and will serve to assist in keeping people housed as well as to house those displaced during the pandemic. It is anticipated that 60 households will be served with the remaining funds.

The amendment creates a new public service or activity with the remaining funds originally allocated to residential eviction prevention, hotspot program and small business assistance. Program administration will see an increase in funding of \$60,000. Residential eviction prevention efforts will be continued, but incorporated into the new program. It is believed that small business assistance needs have been completed for those businesses affected by COVID-19, as have the needs for temporary shelter. The hotspot program did not gain significant traction, likely due to the fact that schools received a variety of support from various organizations as well as other federal funding. The bulk of funding will go into the emergency housing assistance program to prevent homelessness. All required public outreach has been completed. Staff recommends adoption of the resolution.

Council Member White moved to adopt Resolution 1019-0423, amending the 2020/2021 Annual Action Plan to reallocate unused CDBG-CV Funds to the City's Emergency Housing Assistance Program and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

4. REGULAR AGENDA

Note from the City Clerk: Items 4a and 4b were presented together and voted on individually.

a. PUBLIC HEARING AND RESOLUTION 1020-0423 - MINOR GENERAL PLAN AMENDMENT FOR ANGELINA LUXURY LIVING - APPLICATION PL-22-0085

City Council held a public meeting and considered a request to adopt Resolution 1020-0423, approving a request by Mr. Taylor Earl of Earl & Curley, on behalf of Trinity Lutheran Church of Litchfield Park and Litchfield Park First Baptist Church, for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for the Angelina Luxury Living Planned Area Development (PAD), and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Presented by Ann Dolmage, Senior Planner of Development Services

Ms. Dolmage provided an overview of the project site details, consisting of 8.4 acres located south of the southwest corner of Indian School & Dysart. The occupies a portion of a parcel owned by Trinity Lutheran Church and an additional parcel owned by First Baptist Church. Site photographs were reviewed. The amendment will change the General Plan land use designation from Local Commercial and Medium Density Residential to High Density residential. The proposed rezone will allow development of 130 townhome units and amenities at a density of 15.5. units per acre. The High Density Residential use will buffer the single family neighborhood to the south, Dysart Ranch, from the commercial areas along Indian School Road. The developer will be required to construct infrastructure and necessary improvements, including paying its share of a new traffic signal at the primary entrance at Dysart. The rezone request would rezone the site from Palm Valley PAD to Angelina Luxury Living PAD with R-4 zoning. R-4 allows up to 30 units per acre, but again, the project will have 15.5 units per acre. Planned amenities and building elevations were reviewed. The applicant is requesting to reduce the minimum setbacks along the north and west property lines from 15 to 10 feet.

The applicant has requested the following R-4 development standards:

- Reduced setbacks along north and west property lines (15 feet to 10 feet)
- Two-story buildings will maintain a 70-foot buffer along south property line instead of 75 feet
- Some units will not have 100 square feet of private open space, but the average private open space will exceed 100 square feet
- Five units will each have one garage space instead of two
- One EV charger available per garage as a paid option

The request is in conformance with the requested General Plan land use designation, the Multi-Family Residential Design Manual and the R-4 development standards (with the exception of the requested deviations). It will result in compatible land use relationships, providing transition between the commercial properties to the north and the single family properties to the south. It is compatible with the Ascend mixed-use project approved for the southeast corner of Indian School and Dysart. The project site is located within Litchfield Elementary School District and Agua Fria Union High School District. Both districts have indicated they have adequate capacity for the increased enrollment. Agua Fria has requested a developer agreement and this discussion is ongoing. Public participation notices and comments were reviewed. The Planning Commission voted for approval on March 15, 2023.

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

Mayor Weise commented that the project will provide a housing stock that is not yet available in the northern part of the City.

Council Member White moved to adopt Resolution 1020-0423, approving PL-22-0085 Angelina Luxury Living, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation of the subject property from Medium Density Residential and Local Commercial to High Density Residential; Vice Mayor Pineda seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

b. PUBLIC HEARING AND ORDINANCE 2026-0423 - REZONE FOR ANGELINA LUXURY LIVING - PLANNED AREA DEVELOPMENT (PAD) - APPLICATION PL-22-0084

City Council held a public hearing and considered a request to adopt Ordinance 2026-0423, approving a request by Mr. Taylor Earl of Earl & Curley, on behalf of Trinity Lutheran Church of Litchfield Park and Litchfield Park First Baptist Church, to rezone approximately 8.4 net acres (9.2 gross acres) located south of the southwest corner of Indian School Road and Dysart Road.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Nielson moved to adopt Ordinance 2026-0423, approving PL-22-0084, a request to Rezone approximately 8.4 net acres (9.2 gross acres) from Palm Valley Planned Area Development (PAD) to Angelina Luxury Living Planned Area Development (PAD R-4), subject to the seven (7) conditions of approval in the staff report; Council Member Conde seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

Note from the City Clerk: Items 4c1 through 4c7 were presented together and voted on individually.

c. PUBLIC HEARING - ORDINANCES - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATIONS PL-22-0307, PL-22-0315, PL-22-0316, PL-22-0317, PL-22-0318, PL-22-0340, AND PL- 22-0358

City Council held seven public hearings and considered the adoption of seven (7) Ordinances, approving City-initiated requests to rezone seven (7) City-owned properties at various locations to conform with specific existing and planned public uses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

C1. PUBLIC HEARING - ORDINANCE 2027-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0315 AQUATIC CENTER

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2027-0423, rezoning approximately 22-acre City-owned property generally located 1,420 feet southeast of the southeast corner of Coldwater

Springs Boulevard and Avondale Boulevard from Agricultural (AG) to Planned Area Development (PAD) to allow for a public use (aquatic center) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

Council Member Nielson moved to adopt Ordinance 2027-0423, rezoning approximately 22-acre City-owned property generally located 1,420 feet southeast of the southeast corner of Coldwater Springs Boulevard and Avondale Boulevard from Agricultural (AG) to Planned Area Development (PAD) to allow for a public use (aquatic center) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary document; Vice Mayor Pineda seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C2. PUBLIC HEARING - ORDINANCE 2028-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0316 CIVIC CENTER

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2028-0423, rezoning approximately 10.3-acre City-owned property generally located approximately 585 feet southeast of the southeast corner of Coldwater Springs Boulevard and Avondale Boulevard from Agricultural (AG) to Planned Area Development (PAD) to allow for an existing public use (Civic Center) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Conde moved to adopt Ordinance 2028-0423, rezoning approximately 10.3-acre City-owned property generally located approximately 585 feet southeast of the southeast corner of Coldwater Springs Boulevard and Avondale Boulevard from Agricultural (AG) to Planned Area Development (PAD) to allow for an existing public use (Civic Center) and authorize the Mayor or City

Manager, City Attorney and City Clerk to execute the necessary documents;
Council Member Solorio seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C3. PUBLIC HEARING - ORDINANCE 2029-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0318 CIVIC CENTER PARK

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2029-0423, rezoning approximately 4.39-acre City-owned property located approximately 554 feet southeast of the southeast corner of Coldwater Springs Boulevard and 114th Avenue from Agricultural (AG) to Planned Area Development (PAD) to allow for a public use (park) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Conde moved to adopt Ordinance 2029-0423, rezoning approximately 4.39-acre City-owned property located approximately 554 feet southeast of the southeast corner of Coldwater Springs Boulevard and 114th Avenue from Agricultural (AG) to Planned Area Development (PAD) to allow for a public use (park) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary document; Vice Mayor Pineda seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C4. PUBLIC HEARING - ORDINANCE 2030-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0307 FIRE STATION

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2030-0423, rezoning approximately 2.98-acre City-owned property located approximately 629 feet west of the southwest corner of Van Buren Street and Fairway Drive from Urban Residential (R1-6) to Planned Area Development (PAD) to allow for an existing public use (fire station) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Nielson moved to adopt Ordinance 2030-0423, rezoning approximately 2.98-acre City-owned property located approximately 629 feet west of the southwest corner of Van Buren Street and Fairway Drive from Urban Residential (R1-6) to Planned Area Development (PAD) to allow for an existing public use (fire station) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Solorio seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C5. PUBLIC HEARING - ORDINANCE 2031-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0317 CIVIC CENTER LIBRARY

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2031-0423, rezoning approximately 4.5-acre City-owned property generally located at the southeast corner of Coldwater Springs Boulevard and 114th Avenue from Agricultural (AG) to Planned Area Development (PAD) to allow for an existing public use (library) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Malone moved to adopt Ordinance 2031-0423, rezoning approximately 4.5-acre City-owned property generally located at the southeast

corner of Coldwater Springs Boulevard and 114th Avenue from Agricultural (AG) to Planned Area Development (PAD) to allow for an existing public use (library) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C6. PUBLIC HEARING - ORDINANCE 2032-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0358 POLICE DEPARTMENT DETENTION CENTER AND SUBSTATION

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2032-0423, rezoning approximately 3.3-acre City-owned property located at the northwest corner of Eliseo C. Felix Jr. Way and Western Avenue from General Industrial (A-1) to Planned Area Development (PAD) to allow for a public use (Police Department Detention Center and Substation) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council took appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Malone moved to adopt Ordinance 2032-0423, rezoning approximately 3.3-acre City-owned property located at the northwest corner of Eliseo C. Felix Jr. Way and Western Avenue from General Industrial (A-1) to Planned Area Development (PAD) to allow for a public use (Police Department Detention Center and Substation) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Solorio seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

C7. PUBLIC HEARING - ORDINANCE 2033-0423 - CITY-INITIATED REZONES FOR CITY-OWNED PROPERTIES - APPLICATION PL-22-0340 ARIZONA COMPLETE HEALTH RESOURCE CENTER

City Council held a public hearing and considered a City-initiated request to adopt Ordinance 2033-0423, rezoning approximately 6.63-acre property located at the southwest corner of Eliseo C. Felix Jr. Way and Riley Drive from General Industrial (A-1) to Planned Area Development (PAD) to allow for a public use (resource center) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council took appropriate action.

Mayor Weise opened the public hearing, did not receive any requests to speak and closed the public hearing.

Council Member Solorio moved to adopt Ordinance 2033-0423, rezoning approximately 6.63-acre property located at the southwest corner of Eliseo C. Felix Jr. Way and Riley Drive from General Industrial (A-1) to Planned Area Development (PAD) to allow for a public use (resource center) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

d. RESOLUTION 1018-0423 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES CHAPTER 14 TUITION REIMBURSEMENT PROGRAM

City Council considered a request to adopt Resolution 1018-0423, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 14 Tuition Reimbursement Program, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Presented by Ted Flores, Acting Director of Human Resources.

Mr. Flores reviewed highlights of the proposed amendments to the policy:

- Includes the addition of doctorate degree programs as eligible programs
- Removes the requirement for employees to only participate in the program if the employee has successfully completed original probation.
- Aligns with 26 U.S. Code § 127 - Educational assistance programs, which:
 - Allows increase in the total reimbursement from \$5,000 to \$5,250

- Ensures that assistance does not include any payment for, or the provision of any benefits with to, any course or other education involving sports, games, or hobbies
- Ensures employees notify the City of all funding sources prior to reimbursement.
- Allows employees who are denied participation, for any reason, to appeal the denial to the City Manager within ten (10) working days of the denial
- Allows employees sixty (60) days from the end of the course to submit for reimbursement.
- Allows employees to take advantage of an educational institution's tuition deferment program, if they have one

There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

Council Member White asked whether current doctoral students can seek reimbursement for classes already paid for in 2023. Mr. Flores stated that is has not been the City's practice to retroactively apply policy amendment. The proposed changes will apply to summer and fall tuition.

Council Member Conde moved to adopt Resolution 1018-0423, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 14 Tuition Reimbursement Program, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

e. ORDINANCE 2025-0423 - AVONDALE CITY CODE AMENDMENT, CHAPTER 1, CHAPTER 14, AND CHAPTER 15; RELATING TO THE PROPERTY MAINTENANCE ORDINANCE

City Council considered a request to adopt Ordinance 2025-0423 amending Avondale City Code, Chapter 1, Chapter 14, and Chapter 15, Relating to the Property Maintenance Ordinance and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Presented by Stephanie Small, Code Compliance Manager.

Ms. Small provided a brief overview of the Code Compliance Division and the Property Maintenance Code. The current Property Maintenance Code was adopted in 2014 and

has not been revised since that time. Definitions will be updated to more clearly define the terms: Abate; condemn; ground cover; responsible party; weeds. It will ensure enforcement processes conform with changes in the state law. The amendments will provide additional enforcement mechanisms short of criminal enforcement. It will afford residents additional time to pay fine from 10 days to 15 days and will include coordination with the courts. A hearing officer has been established to oversee the appeals process. Marketing materials and updated notices will be developed for: Curb Appeal Guide, notices and forms and website updates.

In response to a question from Vice Mayor Pineda, Ms. Small acknowledged that grandfathering is utilized on some occasions, with each specific case closely reviewed and determined by the planning department.

In response to a question from Council Member Malone, Ms. Small stated that violations are generally misdemeanors and have a fine of approximately \$250. They are also responsible for court fees of approximately \$243. The City will pursue voluntary compliance. Last year, less than 2 percent of the 60,000 cases resulted in court action. In some instances, even if a case goes to court, the City will request dismissal of charges, if the resident comes into compliance.

Council Member Solorio thanked staff for providing the informational materials in Spanish.

Council Member White inquired about county islands that exist within City borders. Ms. Small acknowledged that the City does receive complaints regarding these properties. Avondale partners with the County to address this. Code compliance issues are entered into the County's database and adherence to City Code is tracked for these properties.

In response to a question from Mayor Weise, Ms. Small confirmed that the City still utilizes the Clean and Lien program. In instances where the owner cannot be reached, mitigation and cleanup is performed on a property and a lien is obtained. The program has been successful in addressing these more difficult properties at a rate of approximately 10 to 12 per year.

Council Member Conde moved to adopt Ordinance 2025-0423 amending Avondale City Code, Chapter 1, Chapter 14, and Chapter 15, Relating to the Property Maintenance Ordinance and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Malone seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye

Mayor Weise

Aye

f. UPDATE ON AVONDALE CITY CODE CHAPTER 23, ARTICLE III, SECTION 23-62; RELATING TO THE PARKING OF TRUCKS AND TRAILERS

City Council received an update from the Office of Public Safety and the Police Department on Avondale City Code Chapter 23, Article III, Section 23-62; relating to the Parking of Trucks and Trailers. This item was for discussion only.

Presented by Memo Espinoza, Police Chief, provided an overview of the ordinance, which was revised in April of 2007. The ordinance addresses the parking of trucks and trailers, RVs, motorhomes and farm implements on public streets. It also addresses private property parking lots.

The main provisions of the code include:

- No parking on public streets or on private property, with exceptions
- Requires private property owners of any retail, industrial, office, or commercial establishment to post no parking signs for vehicles over 10,000 GVW
- Additional signs required for truck stops and distribution centers
- No overnight parking for temporary or permanent habitation
- No idling for more than five minutes, with some exceptions

A brief overview of surrounding city ordinances was provided. Currently there are over 200 private property parking lots in the City, with only one location displaying the proper signage. The estimated cost of signage is \$200 to \$500, which shall be incurred by the property owner. During calendar year 2022, the police department responded to 214 calls for service involving the parking of semi-trucks. Of these, 134 calls were on private property, representing 52.6 percent of total calls. In 2022, 141 citations or warnings were issued. Thus far in 2023, staff have responded to 24 calls for service associated with the parking of a semi-truck.

Recommendations are as follows:

- Review and update Chapter 23, specifically the truck and trailer parking section (23-62) (No recommended changes to overnight parking for habitation or the idling section)
- Propose a permit-type amendment to allow for truck parking in designated sections of the City
- Review the current parking code section with limits of truck parking on private property while protecting residential areas and the impact on businesses

In response to a question from Council Member Malone, Chief Espinoza stated that citations are issued to the vehicle and can be completed whether or not the truck driver is present.

Mayor Weise suggested the possibility of allowing parking in industrial areas, such as the area along Fairway Auto Mall. Chief Espinoza stated that staff is not currently

recommending allowing parking on the streets, even on industrial streets. There can be parking on private property in industrial areas with buffers separating the space from residential. The permit program involves on-street parking in specific hotel areas. The City would work with hotel owners and operators to issue permits at night. Mayor Weise stated that he would like to be open to drivers who arrive late at night and have no place to park.

Council Member Solorio was in favor of the permit program for hotels, but only for drivers who have a business relationship with the hotel. She agreed with the concept of drivers being able to park and rest within an industrial part of the City. Council Member Conde and Vice Mayor Pineda concurred with the permit option for hotels. Vice Mayor Pineda suggested the possibility of referencing permissible parking areas as zones, with directional pamphlets provided to drivers.

Council Member White stated that she was against dropping trailers in any area, as proper planning is required for organizations to meet their own needs. Permitting may be a viable option, given the right parameters. Chief Espinoza clarified that permits would be issued to the business and not directly to the truck driver. The business would receive a set number of permits. The hotels have expressed an interest in working with and cooperating with each other in this regard.

Discussion ensued regarding ongoing complaints about the area of a trucking outfit at MC85 and Avondale Boulevard. Ron Corbin, City Manager, stated that the City continues to follow this. The County has been going through an adjudication process. Avondale continues to apply pressure on a regular basis and the County has generally been a good partner. The business is paying the fines, which continue to be issued.

5. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Vice Mayor Pineda moved to adjourn the Regular Meeting into Executive Session pursuant to: Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning pending litigation and to instruct the City Attorney and attorneys for the City on such litigation in the matter of Charles Montoya vs. City of Avondale, et al.; Council Member Solorio seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 7:38 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting and Regular Meeting of the Council of the City of Avondale held on the 17th day of April 2023 I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Resolution 1025-0523 - Intergovernmental Agreement with Maricopa County for Regional Emergency Operations Management and Disaster Services

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Dale Nannenga, Public Safety 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.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1025-0523, authorizing an Intergovernmental Agreement with Maricopa County relating to emergency operations management and disaster services and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has for over 25 years participated with other Maricopa County jurisdictions in an Intergovernmental Agreement (IGA) relating to emergency operations management and disaster services. The agreement had previously been renewed on a five-year basis with the last renewal occurring on May 7, 2018. However, going forward, it will be renewed on a ten-year basis. The IGA sets forth terms and conditions for the parties, including a funding requirement to support the Maricopa County Department of Emergency Management, which oversees the IGA and the emergency management system within Maricopa County.

DISCUSSION:

Through this IGA, the Maricopa County Department of Emergency Management (MCDEM) agrees to advise and assist the City with the development, review, update, and publication of multiple essential emergency management plans including the Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), Hazard Mitigation Plan, and Community Wildfire Protection Plan. MCDEM also offers other emergency management services, advice, assistance, and training as required or requested.

MCDEM is also responsible, through the IGA, for managing coordinated countywide emergency management programs including warning and communications systems, emergency management software tools (WebEOC), and providing the County emergency operations center as a backup if needed. MCDEM also

manages various resource databases which are made available to the participating jurisdictions should resources need to be shared during an emergency.

BUDGET IMPACT:

Funding is included in the Emergency Management Division of the Office of Public Safety's FY2024 budget.

RECOMMENDATION:

Staff recommends that the City Council approve the request to adopt Resolution 1025-0523 approving an Intergovernmental Agreement with Maricopa County relating to emergency operations management and disaster services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Dale Nannenga

RESOLUTION NO. 1025-0523

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, Arizona relating to emergency operations management and disaster services (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and 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, May 15, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1025-0523

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES
BETWEEN MARICOPA COUNTY, ARIZONA
AND THE
CITY OF AVONDALE

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the 1st day of July 2023 (the “Effective Date”), by and between Maricopa County, a political subdivision of the State of Arizona (“County”), and the City of Avondale, an Arizona municipal corporation (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by ARIZ.REV. STAT. § 11-951 et seq. and ARIZ.REV. STAT. §§ 26-308 (A) and (B) to enter into this Agreement.

BACKGROUND

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and,

WHEREAS, the Parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the Parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. For purposes of this Agreement, the term “public agency” shall have the same definition as that contained in ARIZ.REV. STAT. §11-951.
2. “Participating Public Agencies” means those public agencies, which have active agreements for Disaster and Emergency Management Services with County.
3. “Total Budget” means the Maricopa County Department of Emergency Management’s General Fund and Grant Fund expenditure budgets as adopted by the Maricopa County Board of Supervisors, plus baseline internal/central service charges, for the Preceding Fiscal Year. Budgeted fund balance expenditures, annual maintenance cost for the comprehensive emergency management tool and capital items are not included in the “Total Budgeted” calculation.

4. “Local Budget” means the Total Budget less any contributions or reimbursements to that budget from the federal government.
5. “Preceding Fiscal Year” means the year immediately preceding the fiscal year for which a participating public agency’s annual assessment is being determined. Annual Assessments are based on the proceeding year’s Local Budget. For example, a public agency’s annual assessment for FY2024 is based on the Maricopa County Department of Emergency Management’s Local Budget for FY2023.
6. “Capital Items” means fixed assets such as furniture, computers, etc., which shall remain the property of the County. Capital items will physically remain with County, which shall bear the risk of damage thereto or loss thereof.
7. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10 year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. County Obligations

County shall:

- a. Prepare and maintain a county Emergency Operations Plan or Plans (“EOP”) with due consideration of hazards that affect all areas in the County.
- b. Advise and assist Public Agency in the development, review, update, publication, and distribution of an EOP developed by Public Agency.
- c. Advise and assist Public Agency in the development, review, update, publication, and distribution of Continuity of Operations Plans.
- d. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Multi-Hazard Mitigation Plan.
- e. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Community Wildfire Protection Plan.
- f. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.
- g. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including: Warning Systems, Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.
- h. Provide and maintain and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes.
- i. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.

- j. Provide assistance with local emergency declarations and obtaining Federal and / or State funds available to Public Agency for emergency management and disaster purposes.
- k. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state and / or federal governments for emergency management purposes.
- l. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- m. In its sole discretion, have the option to act as a backup EOC for partner cities
- n. Assist Public Agency in the design, development, delivery, and after action reporting of exercises scheduled by Public Agency to test its disaster response capability.

Advise and assist Public Agency with emergency shelter assessments and Americans with Disabilities Act compliance.

- o. Advise and assist Public Agency in complying with the provisions of Title 26, Chapter 2, Arizona Revised Statutes, and State policies and procedures.
- p. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for later distribution to the public.
 - (2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.
 - (3) coordinating with Public Agency to assist with public outreach activities on disaster and emergency-related subjects to schools, civic groups and similar organizations.
 - (4) coordinating with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days and similar events.
- q. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.
- r. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. **Public Agency Obligations**

Public Agency shall:

- a. Develop, publish and distribute an EOP which is complementary to and compatible with County's EOP.
- b. Develop and conduct such emergency management training programs and exercises as it deems necessary.

- c. Have the option to act as a backup to the County if it needs an alternate location.
- d. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) County will pay 50% of the Local Budget plus that portion of the Local budget allocated to Capital Items.
 - (2) The remainder of the Local Budget will be paid by the participating public agencies.
 - (3) Public Agency's annual assessment shall be determined by dividing Public Agency's Population by the Total Population of the participating public agencies and then multiplying the quotient by that portion of the Local Budget allocated to the participating public agencies in the preceding paragraph.
 - (4) Public Agencies will pay a fixed amount based on the actual annual maintenance cost of comprehensive emergency management tool. The total annual maintenance will be divided by all Participating Public Agencies equally.
- 3. This Agreement supersedes any and all agreements, either written or oral, between the Parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the Parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both Parties.
- 4. The Parties acknowledge that this Agreement is subject to cancellation pursuant to ARIZ.REV. STAT. §38-511.
- 5. In the event of any controversy, which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in ARIZ.REV. STAT. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 6. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2033, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination.
- 7. To the extent provisions of ARIZ.REV. STAT. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under ARIZ.REV. STAT. §23-214(A).
 - a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

- b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
 - c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
 - d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by ARIZ.REV. STAT. §23-214(A).
 - e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
8. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.
9. Pursuant to ARIZ.REV. STAT. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The primary employer shall be solely liable for payment of worker's compensation benefits.
10. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:

Director
Maricopa County Department of
Emergency Management
5630 East McDowell Rd
Phoenix, AZ 85008

To Public Agency to the attention of:

City Manager
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

11. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
12. Israel. The County and the Public Agency certify that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

Dated this ____ day of _____, 2023

Dated this ____ day of _____, 2023

Kenneth N. Weise, Mayor

Chairman, Board of Supervisors

ATTEST:

Marcella Carrillo, City Clerk

Juanita Garza, Clerk of the Board

ATTORNEY DETERMINATION

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Deputy County Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2034-0523 - Avondale City Code Amendment, Chapter 2, Article 2, Division 4 Relating to Employee Relations

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Cherlene Penilla, Assistant City Manager

THROUGH: n/a

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

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will consider a request to adopt Ordinance 2034-0523, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Chapter 2, Article 2, Division 4 has not been amended or modified since September 9, 2019. The timeframes and deadlines for various negotiation processes need to be adjusted to work within the City's general budget cycle and budget approval schedules. Timelines and deadlines within Chapter 2 need definitive dates, and specified periods of time, in which an action or process needs to occur. The changes will provide clarity, consistency and certainty, concerning the various activities that are required during negotiations.

DISCUSSION:

The purpose of the Employee Relations ordinance is to provide an orderly process whereby City Management and the recognized employee organization can work together cooperatively to establish and maintain harmonious and collaborative work relations that meet the needs, expectations and demands of Avondale citizens. The proposed changes will:

- Establish timelines that fit within the City's budget cycle and approval schedules.
- Provide definitive dates and deadlines for required actions during the negotiation process.

The proposed revisions were presented to the Avondale Professional Firefighters Association Local (APFA-3924) to seek feedback and input. The APFA-3924 representatives agreed to the revisions.

Below is a summary of all proposed amendments:

Time Frames and Deadlines for Association Negotiations			
Chapter Section	Activity	Current Time Frame/Deadline	Proposed Time Frame/Deadline
2-65 (d)	Association proposal deadline	No earlier than September 15 or later than October 15	August 1
2-65 (e)	City Manager response to Association proposal	Generally, within 30 days	September 1
2-65 (f)	Begin meeting and conferring	Generally, within 10 days of City Manager response	Within 10 days of City Manager response
2-65 (n)	Commence mediation	By February	By January 15
2-65 (p)	Mediator submits final recommended proposal	On or after March 1	Prior to February 28
2-65 (q)	Council gives final direction on MOU	No later than March 31	No later than the last scheduled Council meeting in March

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance amending City Code, relating to Employee Relations 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: Cherlene Penilla

ORDINANCE NO. 2034-0523

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES), DIVISION 4 (EMPLOYEE RELATIONS).

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

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article II (Officers and Employees), Division 4 (Employee Relations), Section 2-61 (Budget process discussions.) is hereby amended as follows:

2-61 – Budget process discussions.

(a) The employee organization may submit proposals regarding those items that will have budgetary impact within the scope of the meet and discuss process, as defined by this division, that affect the employee group it represents to the city manager. All proposals submitted to the city manager by the employee organization must be in writing and shall specifically delineate the issues that will be discussed. Proposals shall be submitted ~~no earlier than September 15 or later than October 15~~ BY AUGUST 1 for the following Budget Year.

(b) Upon receiving a proposal from an employee organization, the city manager will submit a written acknowledgement to the employee organization, ~~generally~~ within thirty (30) days. In the acknowledgement, the city manager shall set a prospective meeting time to discuss the issue(s) raised in the proposal.

...

(d) During the discussion process, employees and their representatives are prohibited from discussing with city elected officials or the news media any information, term(s), or issue(s) which are the subject of the discussions between the city and the employee group.

...

SECTION 2. The Avondale City Code, Chapter 2 (Administration), Article II (Officers and Employees), Division 4 (Employee Relations), Section 2-62 (Nonbudget discussions.) is hereby amended as follows:

2-62 – Nonbudget discussions.

The employee organization may submit written proposals to discuss items other than those that have budgetary impact at any time during the year. Upon receipt of a proposal the city manager will submit a written response and schedule a meeting to discuss the issue(s) ~~generally~~ within thirty (30) days. If it is determined that the issue(s) will have a budgetary impact the issue(s) will then be required to be submitted in accordance with section 2-61.

SECTION 3. The Avondale City Code, Chapter 2 (Administration), Article II (Officers and Employees), Division 4 (Employee Relations), Section 2-65 (Memorandum of understanding.) is hereby amended as follows:

2-65 – Memorandum of understanding.

...

(d) The employee organization may submit proposals regarding those items within the scope of the meet and confer process, as defined in section 2-64, that affect the employee group it represents to the city manager. All proposals submitted to the city manager by the employee organization must be in writing and shall specifically delineate the issues that will be discussed in the meet and confer process. Proposals shall be submitted ~~no earlier than September 15 or later than October 15~~ TO THE CITY MANAGER BY AUGUST 1 for the following budget year.

(e) Upon receiving a proposal from an employee organization, the city manager will submit a written response to the employee organization, ~~generally within thirty (30) days~~ NO LATER THAN SEPTEMBER 1.

(f) ~~Generally w~~ Within ten (10) days from the receipt of the city manager's response, representatives of the employee organization and the city manager will begin "meeting and conferring" in a private session at mutually agreed upon times and places within the city, for the purpose of entering into a written memorandum of understanding relating to the proposals. A meet and confer meeting may not exceed three (3) hours in length unless otherwise mutually agreed. Only those issues identified in the employee organization's initial proposal and those raised in the city manager's response shall be discussed during the meet and confer process, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting and conferring.

...

(n) NO LATER THAN JANUARY 15, ~~the~~ the city manager and the employee group representativeS shall reduce all areas of agreement to writing in one (1) or more tentative agreements that shall be signed by both parties. Those areas not in agreement may be withdrawn or shall be outlined as areas in dispute. If agreement on all issues has not been reached by ~~February~~ JANUARY 15, either the employee organization or the city manager may initiate a request in writing to the other party to engage in mediation.

...

(p) If the parties fail to develop mutually acceptable settlement terms ~~on or after~~ PRIOR TO ~~March 1~~ FEBRUARY 28, the mediator may, before terminating the procedure, submit to the parties a recommended settlement proposal. The parties agree in good faith to consider such proposal and discuss the same. In the event the settlement recommendations of the mediator are not acceptable to both parties, the issues in dispute shall be submitted to the city council.

(q) No later than ~~March 31~~ THE LAST SCHEDULED COUNCIL MEETING IN MARCH, the city council shall conduct a meeting to address those items provided by the employee organization and public employer pursuant to subsection where agreement was not reached. At that meeting the city council will provide an opportunity for the employee organization and public employer to present their positions, on those items. Following presentations, the city council shall provide direction concerning the items in dispute. The city council's directions on the disputed items, together with the tentative agreements, shall serve as a proposed memorandum of understanding ("proposed MOU").

...

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 15, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2035-0523 - Access Easement by Roosevelt Irrigation District (RID) for parcel at DeConcini Park

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities – DeConcini Park provides recreational opportunities for the residents and visitors in Old Town Avondale, especially the members of the Boys and Girls Club of the Valley – Bob Bové Branch, A Thornwood Legacy – Avondale.
 - Natural Resources and Open Spaces – DeConcini Park provides 2.76 acres of open space for the residents and visitors in Old Town Avondale. The park is a gathering place for kids and families and is utilized for several special events in the Old Town area each year.
-

PURPOSE:

City Council will consider a request to approve Ordinance 2035-0523, accepting an access easement at DeConcini Park from Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

DeConcini Park, located at 351 E. Western Avenue, is comprised of seven separate parcels that make up the approximately 2.76 acre park. One of those parcels (500-44-084A) is owned by the Roosevelt Irrigation District (RID). Staff has researched the parcel and cannot find an agreement between the City of Avondale and RID for using the parcel as a public park.

Staff has approached RID about acquiring the .83 acre parcel from the district for continued use as a public park. RID has expressed interest in a possible land exchange or outright sale of the property to the city. Staff is performing due diligence to determine the best course of action for acquiring the parcel.

DISCUSSION:

While staff continues to look at options for acquiring the parcel from RID, we have requested an access easement from RID to continue using the property and amenities on the site, including the playground, picnic ramada, and open turf. Additionally, the access easement will allow staff to maintain the parcel as part of the overall park.

BUDGET IMPACT:

There is no impact on the budget by approving the access easement.

RECOMMENDATION:

Staff recommends City Council approve an ordinance accepting an access easement at DeConcini Park from Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Bryan Hughes



DeConcini Park - RID Parcel



ORDINANCE NO. 2035-0523

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN ACCESS EASEMENT GENERALLY LOCATED AT THE CORNER OF SOUTH 4TH STREET AND EAST WESTERN AVENUE AT DECONCINI PARK IN AVONDALE.

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

WHEREAS, the City Council desires to accept, from Roosevelt Irrigation District, an access easement for real property at DeConcini Park, generally located at the corner of South 4th Street and East Western Avenue, for public use.

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

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

SECTION 2. The easement consisting of approximately totaling $\pm$ 0.83 acres, generally located at the corner of South 4th Street and East Western Avenue in Avondale, Arizona, as more particularly described on Exhibit A1 attached hereto and incorporated herein by reference, is hereby accepted.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 15, 2023.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2035-0523

[Legal Description - APN 500-44-084A]

Lot 1, Block 3 of Litchfield Heights, according to the plat recorded in Book of Maps 18, Page 3,
of the Maricopa County Recorder's Office.

CITY COUNCIL REPORT

SUBJECT: Avondale Villages - Final Plat - Application PL-22-0352

MEETING DATE: 5/15/2023

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: Creative and Sustainable Development

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

PURPOSE:

City Council will consider the approval of a request by Stephanie Watney, Withey Morris PLC, on behalf of property owner Truvista TD LLC, for a Final Plat on a site generally located south of the southeast corner of Thomas and Dysart roads and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 5.8-acre site into 70 lots, a 2.84-acre tract, dedicates five (5) feet of right-of-way, and dedicates an 8-foot Public Utility Easement (PUE), and sidewalk easement. The Council will take appropriate action.

BACKGROUND:

This proposed Final Plat request is for the approximately 5.8 acres generally located south of the southeast corner of Thomas and Dysart Roads. The site was annexed into the City's corporate limits on January 15, 1978. It is irregularly shaped, currently undeveloped, and has frontages on both arterial streets.

The General Plan Land Use Designation of the subject property is High Density Residential. The subject property was rezoned from Palm Valley PAD to Avondale Villages PAD on March 21, 2022, and permits R-3 (Multi-Family Residential) uses.

A preliminary plat has been approved for a 70-unit townhome development with individually platted lots. The townhome buildings are attached residences in which each unit is located on its own parcel. The development will feature private driveways, covered front patios, or entries. The buildings will be arranged around several active and inactive open space areas, including walking paths, a centrally located pool, lawn and ramada area, athletic and leisure spaces, cornhole/bocce ball court, and a dog park. Each home will feature garage and driveway parking for residents, and guest parking will be centrally provided. Each townhome unit is 2-stories with an enclosed garage and private backyard (in addition to the common open spaces).

The existing uses and zoning of surrounding properties include:

NORTH: Commercial uses zoned Palm Valley PAD.

EAST: Single-family residential uses zoned Palm Valley PAD.

SOUTH: Assisted/senior living use zoned Palm Valley PAD.

WEST: Commercial uses in the jurisdiction of the City of Goodyear.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat (Exhibit D) which splits an approximately 5.8-acre property into 70 lots and a 2.84-acre tract. The Final Plat also dedicates five (5) feet of right-of-way (ROW) and an eight (8) foot Public Utility Easement (PUE) and sidewalk easement along Dysart Road.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat complies with all applicable City documents, including, but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Final Plat will dedicate right-of-way and easements necessary to serve the future development of the property.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. 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:

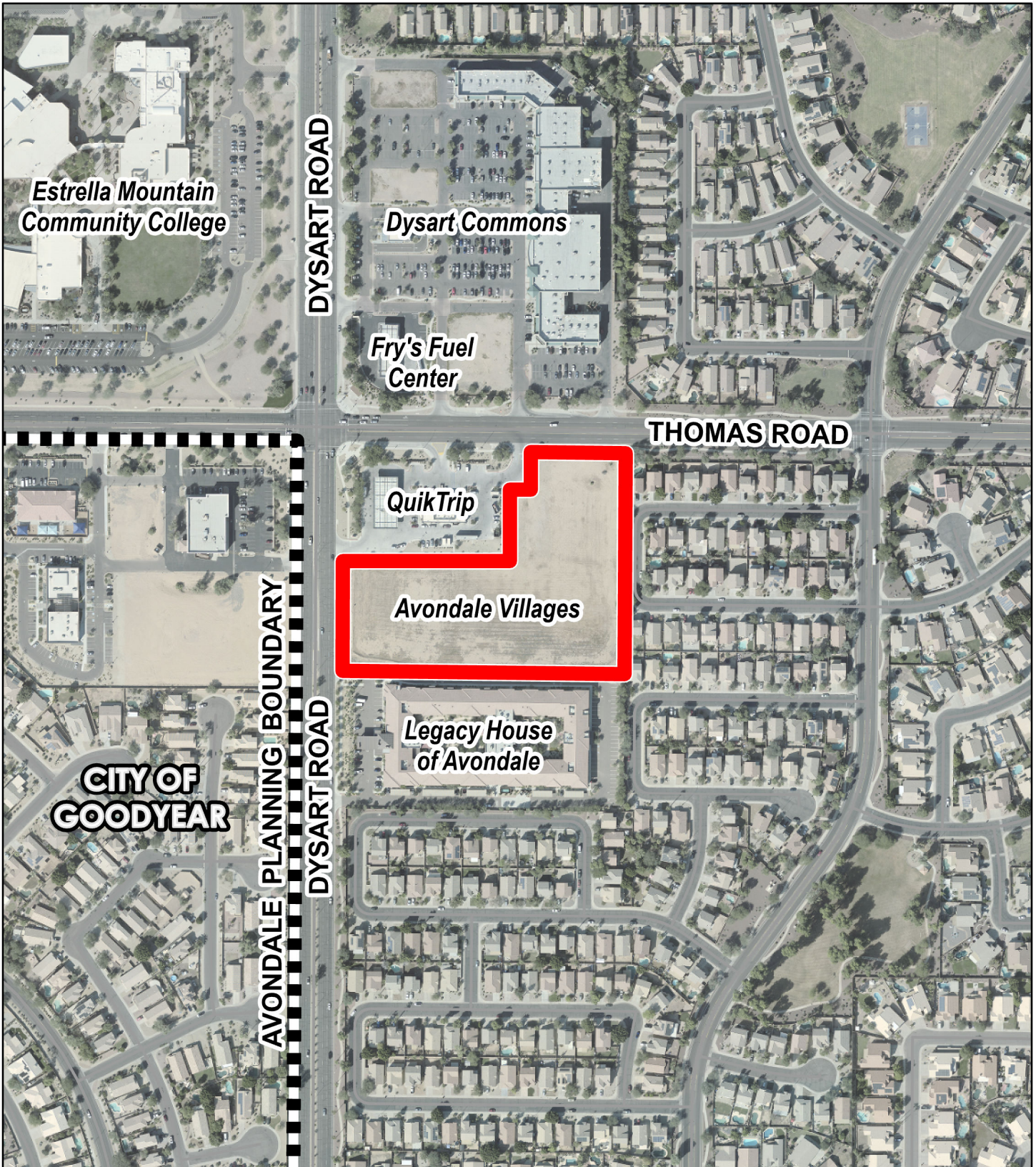
No budget impacts.

RECOMMENDATION:

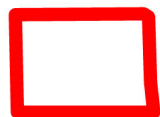
Staff recommends that City Council **APPROVE** Application PL-22-0352, a request for a Final Plat for approximately 5.83 acres generally located south of the southeast corner of Thomas and Dysart roads, subject to the following one (1) condition of approval:

1. The recorded Final Plat shall be in conformance with the Avondale Villages Final Plat date stamped March 29, 2023.

Contact person for document distribution: Michelle Simerdla



Aerial Map

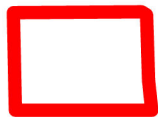


Subject Property



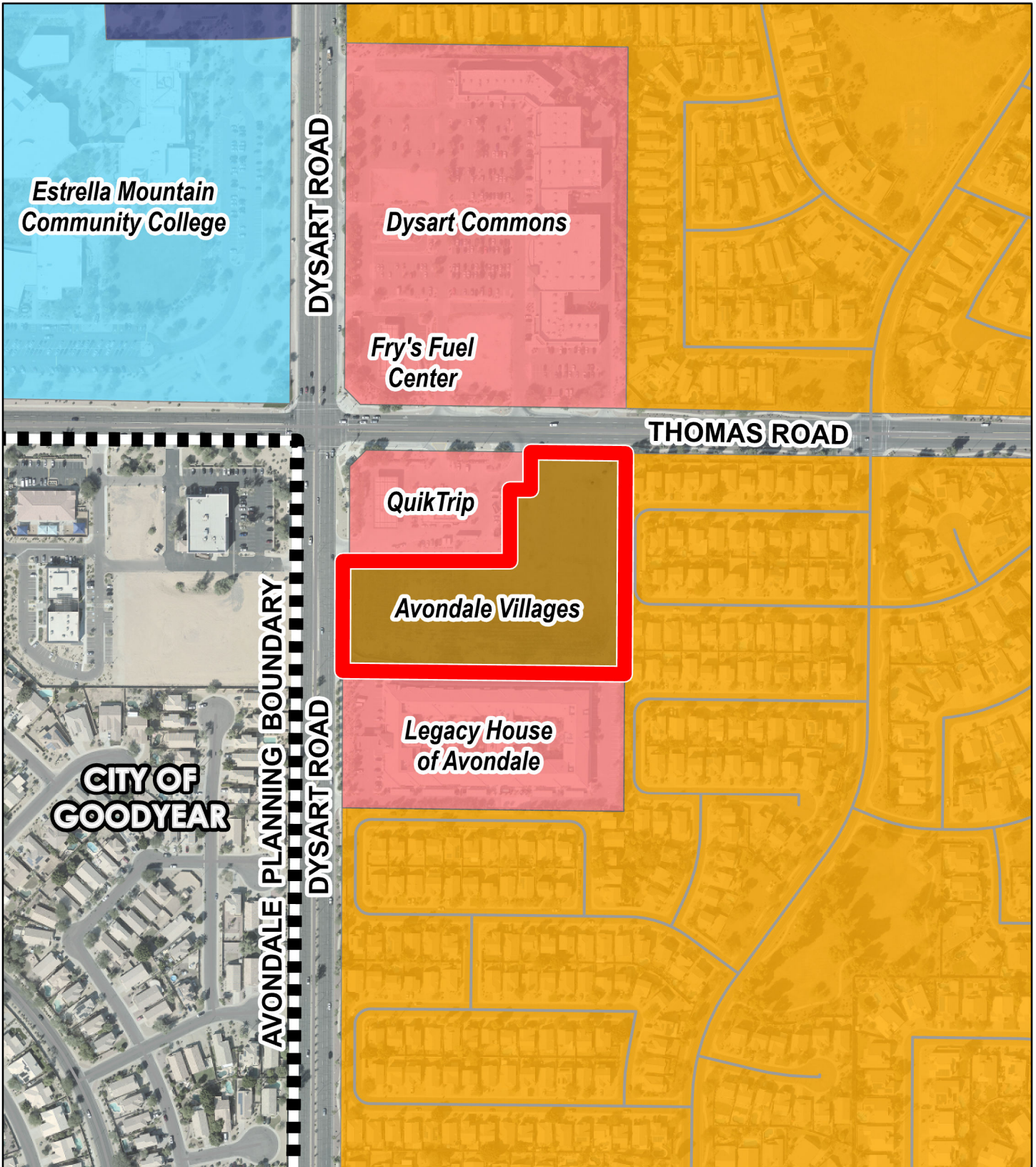


Zoning Vicinity



Subject Property

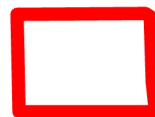




General Plan Land Use



- Education
- Local Commercial
- Medium Density Residential
- High Density Residential
- Public / Civic



**Subject
Property**



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1026-0523 - LIV Communities Avondale - Minor General Plan Amendment - Application PL-22-0049

MEETING DATE: 5/15/2023

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 and Strategy: Creative and Sustainable Community Development

Strategic Goal: Develop diverse housing options, to include housing that is affordable for workers and close to their jobs.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1026-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for LIV Communities Avondale, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations from Mixed Use to High Density Residential and Commercial on 17.92 gross acres located at the southwest corner of Indian School Road and 99th Avenue. The Council will take appropriate action.

BACKGROUND:

The subject property (Exhibits A and B) is located at the southwest corner of Indian School Road and 99th Avenue. The property was annexed into the City's corporate limits on June 25, 1981, and in 2007 was rezoned from Agricultural (AG) to Planned Area Development zoning named Entorno PAD. The planned Entorno development included single-family and multi-family residential and commercial uses but did not develop. On June 16, 2014, Council approved a rezoning from Entorno PAD to Parkside Village PAD, which was amended in 2019 and 2021. The approximately 17.92 gross acre site is vacant and undeveloped.

The property is designated by the General Plan 2030 Land Use Map (Exhibit C) as Mixed Use, which is a land use designation for a mixture of residential and commercial. This category encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by. Basic criteria for development include a reasonable scale to the surrounding neighborhood, proportionate ratios for each use, and encouragement of alternative modes of transportation (such as bicycling or walking), and a well-conceived plan with access to and integration of transit facilities.

The existing uses and zoning of surrounding properties include:

NORTH: Commercial and residential developments in the City of Phoenix.

EAST OF 99TH AVENUE: Vacant land currently being used for farming in the City of Phoenix.

SOUTH: Single-family neighborhood currently under construction zoned Parkside Village PAD.

WEST: Single-family neighborhood currently under construction zoned Parkside Village PAD.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Minor General Plan Amendment (GPA) to the General Plan 2030 Land Use Map to facilitate the development of LIV Communities, a planned multi-family residential development with a future commercial component (Exhibit D). The requested Minor GPA will change the designation of the subject property from Mixed Use to High Density Residential (the western approximately 14.62 acres of the property) and Local Commercial (the eastern approximately 3.29 acres of the property).

The High Density Residential designation is a land use category for residential land that allows densities up to 30 dwelling units per acre. These residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use. The Local Commercial designation is a land use category that is used primarily for providing daily needs of goods and services to the residents residing within the surrounding area. The types of uses allowed in this category specifically for local residents may include grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas, which promotes a walkable community.

There is a concurrent request to rezone the subject property to Planned Area Development (PAD). Approval of this Minor GPA request is required before the rezoning may be approved.

PUBLIC PARTICIPATION:

A virtual neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held on Thursday, May 26, 2022, via Zoom. All notices of the meeting were in accordance with the Zoning Ordinance notification requirements. The applicant gave a presentation on the project and answered questions. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E. In addition to City Staff and the applicant's team, one (1) neighbor and one (1) Councilmember attended the virtual meeting.

No comments pertaining to the proposal were posted on the City's Avondale Connect digital forum, and no additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with the Zoning Ordinance notification requirements.

PUBLIC PARTICIPATION:

On April 19, 2023, the Planning Commission conducted a public hearing on the General Plan Amendment. The Commission had questions about landscaping, traffic, and roadway improvements. The Commission passed a motion (4-0 vote) to recommend approval of the General Plan Amendment.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD) both of which have provided the City with a Certificate of Adequate School Facilities (Exhibit F) which states that the districts do have adequate capacity to accommodate the estimated enrollment from the proposed development and that no school site within the development is needed.

ANALYSIS:

The Planning Commission must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use or change proposed in the amendment.

Currently, there is a minor percentage of land in North Avondale that is designated as High Density Residential, all of which is developed or planned to be developed. Changing the General Plan land use map from Mixed Use to both High Density Residential and Local Commercial provides an infill opportunity to develop on an otherwise underutilized approximately 17.92-acre site.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

The amendment provides additional housing options in Avondale, and it will benefit residents looking for a lock-and-leave lifestyle and housing in Avondale.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby uses in the area, considering that the current designation of Mixed Use allows a mixture of commercial and residential uses with a village concept and with proportionate ratios for each use.

The amendment will not have a negative impact on the City's utility services. Public infrastructure exists or will be constructed by the developer.

The development will not adversely impact the surrounding area, as the current Mixed Use already permits residential and commercial uses. The required landscape buffer will be provided along the south property as required between single-family and multi-family residential properties.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The amendment is consistent with the overall intent of the General Plan 2030 and North Avondale Specific Plan, specifically meeting housing, open space, and commercial goals and policies. The accompanying PAD is in conformance with the Zoning Ordinance aside from the requested deviations. These goals and policies include:

- GOAL 4: Require excellence and innovation in residential design and construction.
- GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.
- GOAL 3: Enhance and market Avondale's business climate.
- Policy D. Support new development that accommodates business attraction opportunities
- North Avondale Objective #7: Develop a "Sense of Place" in North Avondale.

DISCUSSION:

The proposal meets the four (4) required findings for General Plan Amendments as detailed in the Analysis section, above.

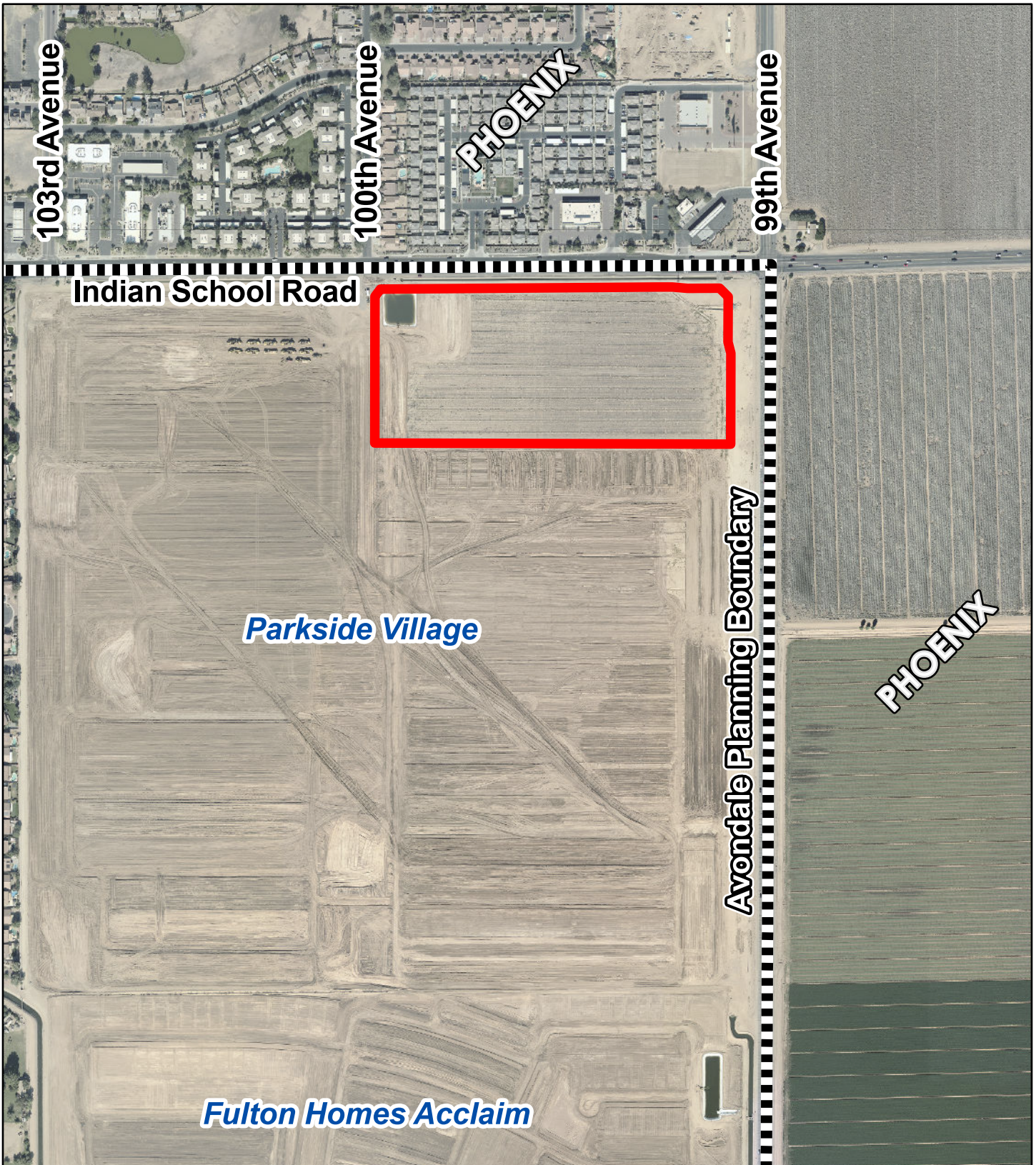
BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and adopt a Resolution approving Application PL-22-0049 LIV Communities, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Mixed Use to Local Commercial and High Density Residential.

Contact person for document distribution: Michelle Simerdla

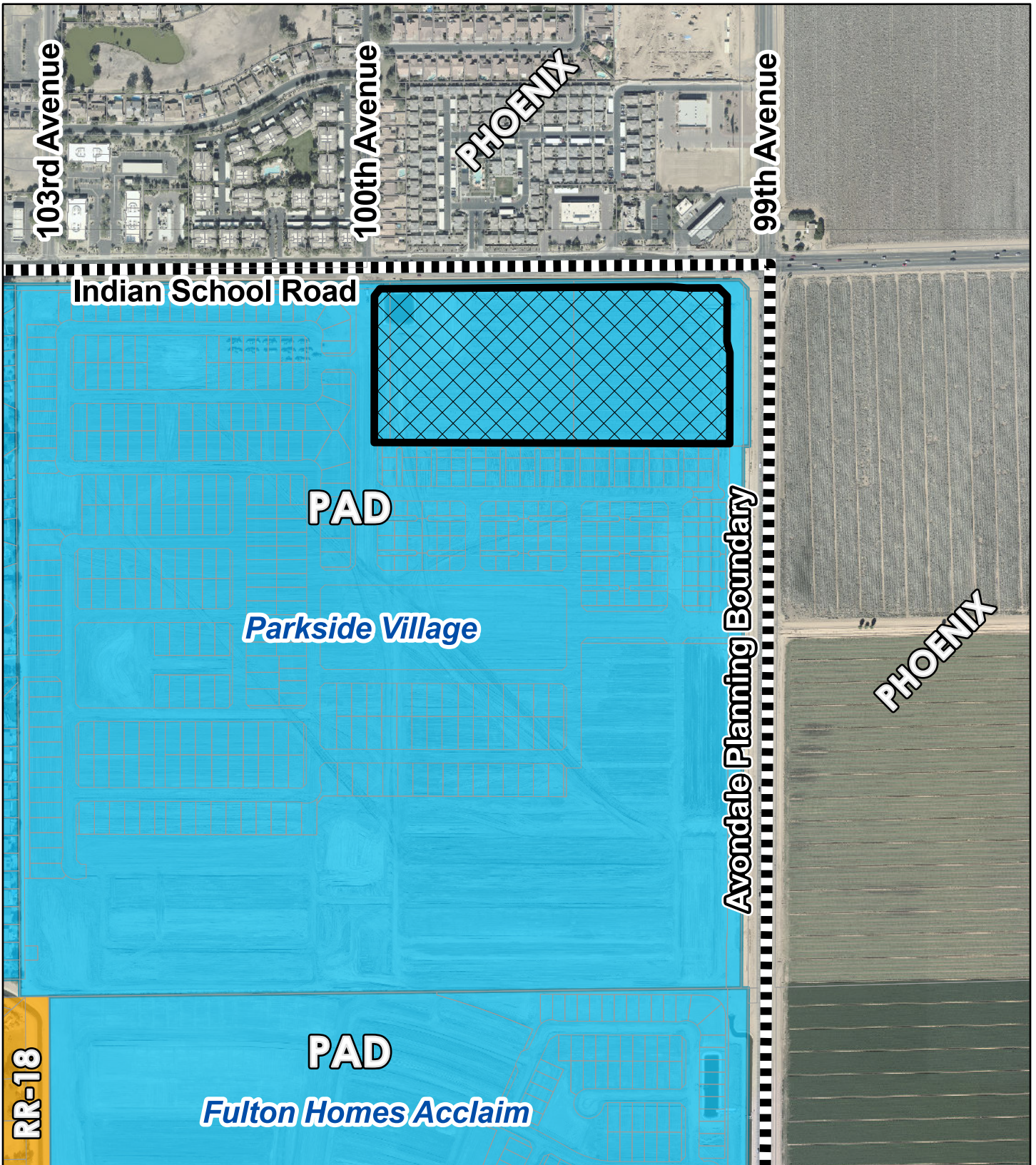


Aerial Map

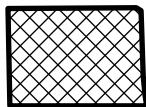


Subject Property



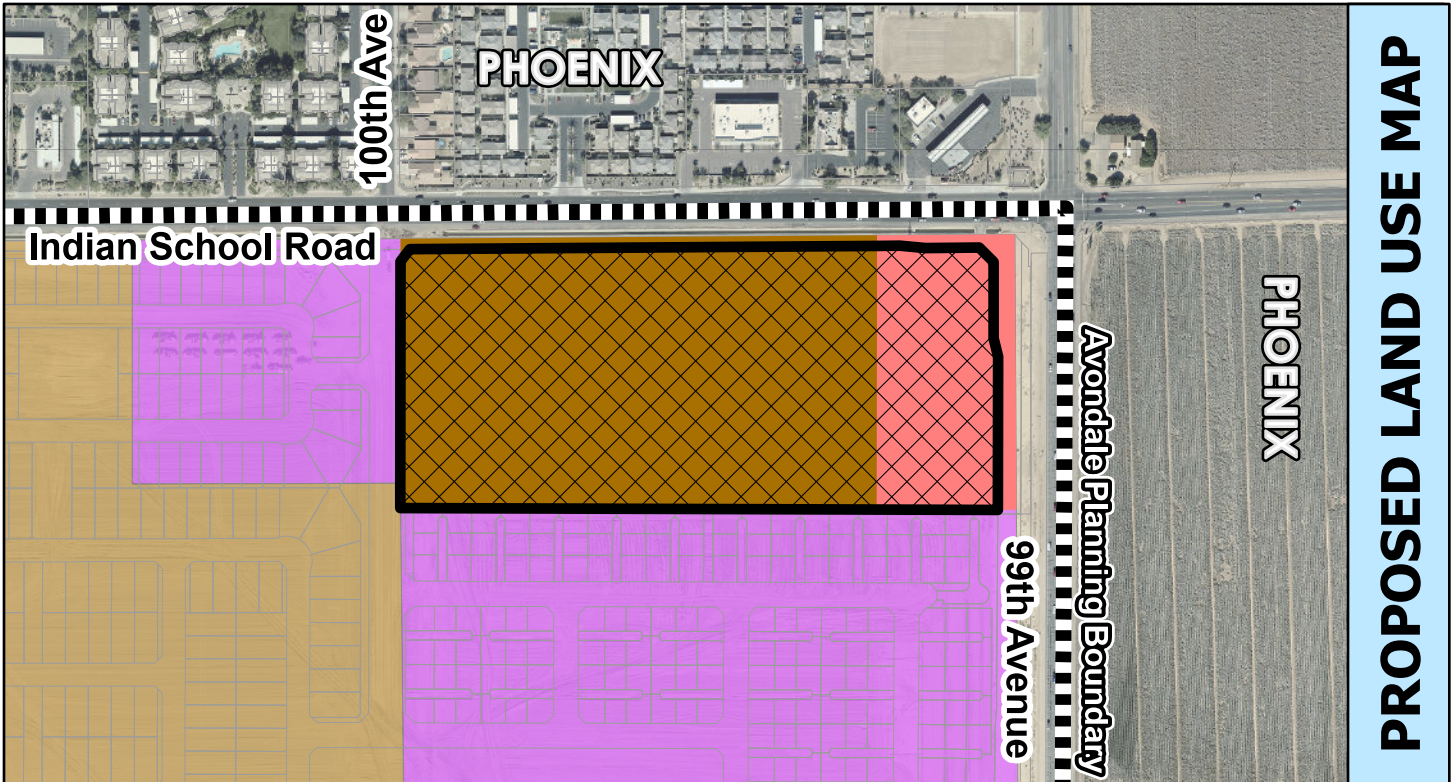
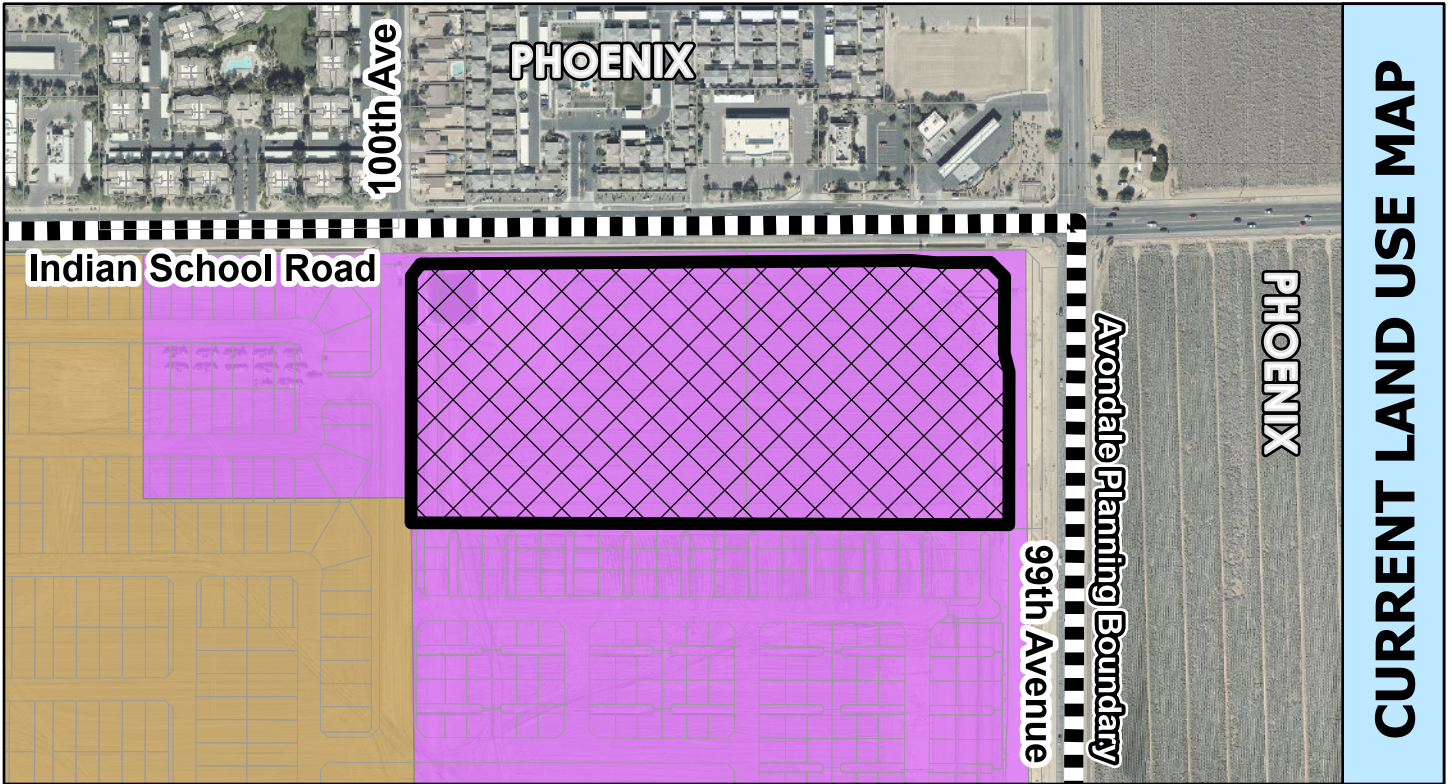


Zoning Vicinity



Subject Property

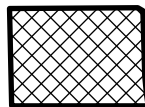




General Plan Land Use



- Local Commercial
- Mixed Use
- Medium High Density Residential
- High Density Residential



Subject Property



Exhibit D

Electronically
received 4-5-23

LIV COMMUNITIES - AVONDALE

Minor General Plan Amendment Narrative

Case No. PL-22-0049

1st Submittal: February 25, 2022

Updated: March 8, 2023

LIV COMMUNITIES -AVONDALE

Minor General Plan Amendment Narrative

A. Request and Property Description

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for an approximately 17.92 net acre property located at the southwest corner of 99th Avenue and Indian School Road (“Site”). An Aerial Map is provided at **Exhibit A**. The eastern approximately 3.29 acres of the Site will be changed from the Mixed Use designation to Local Commercial designation and the western approximately 14.62 acres of the Site will be changed from the Mixed Use designation to High Density Residential (12 to 30 dwelling units per acre, target density = 12) designation. An Existing General Plan Land Use Map and the Proposed General Plan Land Use Map are provided at **Exhibit B**. The proposed density for the High Density Residential portion of the Site is approximately 23 dwelling units per acre. The Site is currently vacant and has frontage on both 99th Avenue and Indian School Road. The surrounding land uses consist of a single- family residential subdivision to the south and west.

A companion Planned Area Development (“PAD”) rezoning request has been filed with the City of Avondale under separate cover (Case No. PL-22-0054) to establish site-specific permitted uses, as well as development standards and design criteria for a gated 333-unit multifamily community and future commercial development. The proposed multifamily community will provide new and additional housing opportunities and will accommodate a variety of lifestyles and transitions.

Amendment of the General Plan Land Use Map will facilitate a quality development and it will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area. The justifications for this request are provided herein.

B. Minor General Plan Amendment

1. Availability of Current and Future Water Supplies.

The Development’s onsite water and sewer systems will tie into the existing City of Avondale water system located within 99th Avenue and Indian School Road. We understand the existing City of Avondale water and sewer systems have adequate capacity to serve the development.

2. Impact on and potential support of the City’s transportation system.

A Traffic Impact Analysis has been provided to the City under separate cover with the PAD application. Ultimately, access to the Development will be provided to and from Parkside Boulevard, 99th Avenue and Indian School Road. The Development will comply with the City’s current engineering policies and standards.

3. *Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways.*

The Development will not negatively impact the surrounding natural environment, and it is not located within any hillside, riparian or floodway areas. The development will provide significant improvements this vacant infill Site, including a significant amount of landscaping, open space and amenities.

4. *Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio; and (iii) multi-family housing ratio identified within the GP2030.*

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio. The development will provide an appropriate mix of much needed housing and appropriate commercial opportunities. The additional residents will provide support for existing and future employment and commercial uses within the area. The re-designation of the Property to HDR and Local Commercial is consistent and supports the City's goals and policies aimed at furthering additional diverse residential housing opportunities in Avondale, which are currently limited.

5. *Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater.*

The proposed General Plan Amendment will not have a negative impact on the City's services. There are adequate facilities and/or connections to serve the Project, which will be improved by the developer, as required. Exact infrastructure improvements for the Property will be determined during the platting and/or site plan and design review application phase.

6. *Extent to which the goals of the GP2030 are accomplished.*

The proposed development supports the following goals and policies of the General Plan 2030.

Housing Element

GOAL 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

The Liv Communities development provides multifamily housing that is prominent within the Valley but still relatively limited within the City of Avondale. The community includes a significant number of high-quality amenities within a traditional style multifamily development. The proposed development increases a sense of place within the neighborhood and ultimately encourages more community interaction. This development also creates optimal density to support surrounding employment, educational and commercial uses.

GOAL 4: *Require excellence and innovation in residential design and construction.*

Policies:

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

C. Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

E. Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

The Liv Communities development incorporates the City's Design Manual policies to create a layout with ample open space and recreation areas that contain amenities throughout the development. It also provides quality architecture and will incorporate CPTED design features.

Open Space Element

GOAL 1: *Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.*

The Liv Communities multifamily development provides 191,681 SF of landscaped areas, including landscaping materials and design that is consistent and compatible with surrounding developments. This includes common open space areas that are linked with pedestrian connections to support a healthy lifestyle.

C. North Avondale Specific Plan

The Site is within the North Avondale Specific Plan ("NASP") area, which covers the majority of land within the Avondale City Limits north of McDowell Road. The following objectives and goals of the NASP are supported by the development.

Objective #1: *Facilitate the full buildout of North Avondale.*

Land Use Element Goal #1, Policy D: *Enhance the attractiveness of infill parcels as option for new development throughout Avondale.*

This infill Site is surrounded by medium density residential neighborhoods within a development known as Parkside Village. The development of the Site will provide a significant improvement from its current vacant condition, an appropriate land use transition, and will improve public infrastructure within the area.

Objective #5: Attract residential products and subdivision designs that are unique from what North Avondale currently offers.

Housing Element Goal #2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

North Avondale consists primarily of traditional single-family residential housing with garage-dominated houses. The Liv Communities development provides multifamily housing options within a gated, high-quality and well amenitized community. Significant emphasis has been focused on aesthetics and open spaces to create a healthy community where residents can recreate outdoors. With an emphasis on community open space and enriched amenities, Liv Communities will be an additional housing option that will attract a variety of new residents to Avondale, thereby encouraging a variety of different socio-economic levels to this part of the City.

Objective #7: Develop a “Sense of Place” in North Avondale.

Urban Design Element Goal #2, Policy A: Create visual “gateways” at principal entry points to Avondale, and develop a design “theme” that is used throughout the City to create a sense of unity and identity.

The Site is currently vacant and an entry gateway along Avondale’s north boundary. With the enhanced open space, amenities, and additional housing options and high-quality architecture, the proposed multifamily and commercial developments will provide a visual pleasing environment that will add to the “sense of place” in this area of Avondale. Further, the development will include a pedestrian friendly area at the northeast corner of the Site with new “gateway” signage, welcoming residents and visitors to the City of Avondale.

D. Avondale Strategic Five-Year Plan

The Avondale Strategic Five-Year Plan was designed with the vision and guidance from the Avondale City Council and crafted with input from engaged residents and local businesses. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale’s vision to create a community that is both family friendly and economically robust. A City that is Aspiring, Achieving and Accelerating.

The Liv Communities development is in a unique location which provides the opportunity to develop a site located along a gateway location within Avondale. The Site located proximate to the Loop 101 and Indian School Road intersection within proximity and easy access to employment and entertainment opportunities within the area. With the increase of employment, commercial and educational opportunities that are anticipated in the area, this Site will provide a prime location for new Avondale residents. This will complement and support the economic vision of the Strategic Five-Year Plan.

Additionally, the following goals of the Strategic Five-Year Plan will be met.

Initiative #1, Strategic Goal: *Encourage build-out in residential housing opportunities that support diverse housing options.*

The development will provide a unique and diverse housing opportunity which is otherwise underrepresented within the City of Avondale. The development will appeal to millennials, professionals, empty nesters, and those looking for a “lock and leave” lifestyle. The development will provide a modern and well amenitized housing development that caters to those looking for something different than the typical single-family housing predominantly offered in Avondale.

Initiative #2, Strategic Goal, Action Item: *Establish relationships with potential partners for the development of trail and river corridors.*

The development provides connectivity and pedestrian access to 99th Avenue and Indian School Road, which promotes pedestrian and bicycle connectivity of the residents to the adjacent employment, educational and other surrounding uses. The Developer will ensure access to the surrounding sidewalks and promote connectivity to the larger trails master plan for Avondale.

E. Minor General Plan Amendment Findings Analysis

This request for a Minor General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed below.

1. *The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.*

Currently, there is a minor percentage of land uses in Avondale that are available for high density residential. Almost all of these high density residential areas are south of McDowell Road and are not located in the North Avondale area. This development provides the appropriate infill development, providing a mix of high density residential housing and commercial uses for the area.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners.*

The proposed land use designations provide the opportunity for infill development on a vacant Site at a gateway location within the City that supports employment, educational and commercial uses in the area. The proposed multifamily development provides additional housing options that will attract new residents, including young professionals, millennials, and empty nesters who are looking for a “lock and leave” lifestyle. This amendment will not be solely for the good or benefit of the owner.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*

- a. Significantly altering the acceptable land use patterns;*
- b. Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or*
- c. Adversely impacting the existing land uses.*

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. The amendment supports an appropriate land use transition and pattern of commercial uses on the hard corner of the intersection, adjacent to multifamily housing and single-family homes. Public infrastructure currently exists for this development, and it will not be a significant burden on the existing systems that are in place. The development is designed with landscaped buffering around the perimeter to provide an appropriate pedestrian environment.

4. That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances.

Overall, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

- The development will provide enhanced and quality amenities.
- The residential units will have direct and convenient access to community open spaces.
- Enhanced vegetation is provided within key locations within the development.
- There are strategically placed open space areas, landscaping, amenities, and gateway signage to provide a sense of arrival.

F. Conclusion

The vacant infill Site is the perfect location for commercial and multifamily uses, providing an appropriate land use transition within the area. This Minor General Plan Amendment and the companion PAD are intended to provide a framework for development of a complementary land use in the area, while providing additional housing and commercial opportunities. Further, the proposed amendment is consistent with the overall goals and objectives of the General Plan and North Avondale Specific Plan and it will be a positive addition to the area.

EXHIBIT A

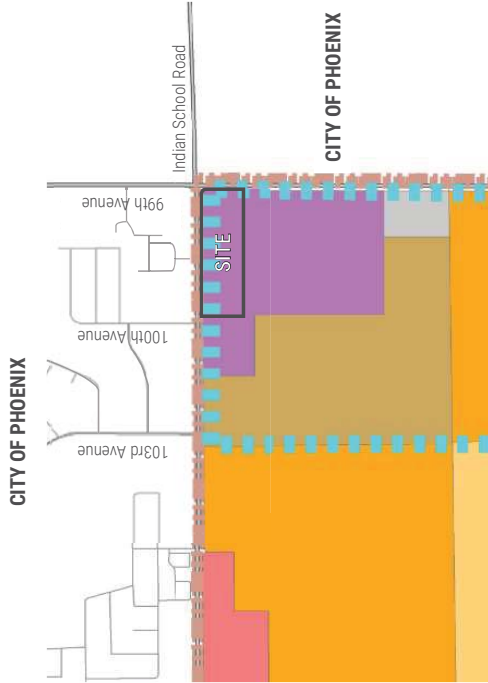
EXHIBIT B

GENERAL PLAN MAP

City of Avondale

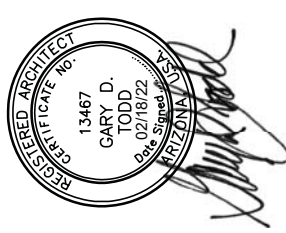
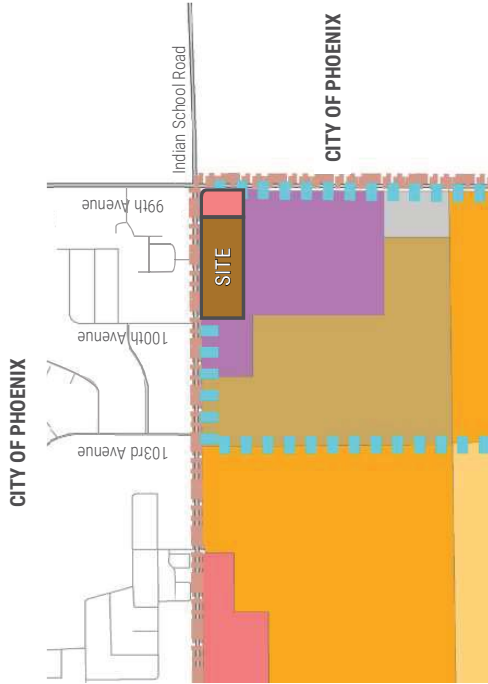
EXISTING GENERAL PLAN

- Existing Site Area
- Growth Area
- Mixed Use



PROPOSED GENERAL PLAN

- High Density Residential
- Local Commercial



5/26/2022 NEIGHBORHOOD MEETING SUMMARY

LIV – 99TH AVENUE & INDIAN SCHOOL ROAD

Attendees

Jean Constantine, Liv Communities
Scott Pieart, Todd & Associates
Scott Lucas, Terrascope
Ed Bull, Burch & Cracchiolo
Ali Bull, Burch & Cracchiolo
Ricki Horowitz, Burch & Cracchiolo
CM Gloria Solorio, City Council Member
Mark Trinidad, City of Avondale
Eric Fitzer, City of Avondale
1 Neighbor – Ian Grant

Introductions

Overview and PowerPoint Presentation

- LIV is in the multifamily and senior housing business
- Reviewed list of awards and recognitions Liv has received in the Valley and in Michigan
- Mixed-use development on vacant infill Site
- Proposing residential on western part and commercial on the eastern part
- Plan shows lots of landscaping and internalized amenities
- Architect is among the best at designing high-quality developments with horizontal and vertical movements, varying/contrasting colors, sensitive to surrounding environment, architectural articulation, quality and timeless developments
- LIV is not bashful spending money on architecture and landscaping
- Will have pedestrian connection to the future commercial
- Significant open space throughout the development

- Majority of the amenities are centralized – keeps active amenities away from residential uses nearby
- Amenities include dog park, cabanas, clubhouse, fitness center, shaded play structure, hammock garden, fire pit, splash pad, etc.
- Mix of studios, 1s, 2, & 3 bedrooms – mainly 1 and 2 bedroom units
- Gateway sign for Avondale will be at the corner of 99th Avenue and Indian School. Not sure what it will say yet – work in progress.
- General Plan shows the Site is designated mixed-use.
- Request is for a Minor GPA to change to HDR and Local Commercial
- Site is zoned PAD for the Parkside Village PAD for mixed use
- Request is to zone the Site PAD for C-2 and R-4 uses
- Next steps: Additional staff review, neighborhood outreach, PC and CC. No hearing dates set yet.
- Gave contact information for 3 people on the Team
- Well designed, highly amenitized, mixed use development.
- Good place to live, work, shop, & play
- Compliment to the neighborhood
- LIV has been in the Valley for 12 years
- LIV owns and manages their own sites
- Like to hold properties for 8-10 to give their properties a chance to be positive and developed within the community
- LIV is looking forward to joining Avondale

Questions, Answers, and Comments

1. Ian Grant. He submitted a question to the zoom email address. He is an area resident. There will be an Increase in traffic with this development. Has a traffic study been done? Alternatives? Lights at other Intersections between 99th and 103rd Avenues going in?
 - A. A Traffic Study is required. The Study will look at trip generations and will compare anticipated traffic with previously approved uses. Street improvements will be required on Indian School Road. City will look at traffic signal warrants to determine whether additional traffic signals will be warranted. Do not know if the Traffic Study has been

reviewed/approved by City yet. Traffic is important to City, Liv, and their consultants.

Mark Trinidad, assigned case planner. The TIA has been submitted to the City and County (County controls Indian School Rd). The Avondale Traffic Engineer is reviewing it now and so is MCDOT reviewing the Traffic Study. The review and comments will be forthcoming.

2. Mark Trinidad – Will Liv Communities act as manager? Did a thorough presentation of the development.
 - A. LIV will act as manager for the multifamily component. The retail will be managed by the commercial owner. In partnership with Vintage, the retail developer.
3. Will provide a summary to Staff of the neighborhood meeting.

End of Meeting

Received 8/24/22



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a multi-family and commercial development has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Liv Communities - Avondale Project Manager: Jean Constantine
 Request: PAD Acreage/Parcel Size: 14.63 gross/net acres (MF)
 Current Density Allowed: _____ Density Proposed: 22.76 du/ac
 Total number of residential units proposed: 333+/-

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒

No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐

No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 4/1/22

School District: Pendergast ESD

District Superintendent: Dr. Jennifer Cruz

Phone #: 603 778 2000

E-mail: j.fimbrese@psd98.org

Signature: [Signature]

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices



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Yes ☐

No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: April 5, 2022

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4001

E-mail: nora.gutierrez@tuhsd.org

Signature: _____

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondaleaz.gov/developmentservices

RESOLUTION NO. 1026-0523

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY $\pm$ 17.92 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 99TH AVENUE AND INDIAN SCHOOL ROAD, AS SHOWN IN APPLICATION PL-22-00049 FROM MIXED USE TO HIGH DENSITY RESIDENTIAL AND LOCAL COMMERCIAL.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the General Plan was readopted by the City Council on May 2, 2022, and ratified by the qualified electors of the City of Avondale on August 2, 2022; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately $\pm$ 17.92 acres generally located one-half mile south at the southwest corner of 99th Avenue and Indian School Road including right of way along 99th Avenue to the section line of 99th Avenue, from Mixed Use to High Density Residential for $\pm$ 14.62 acres and Local Commercial for $\pm$ 3.29 acres, as shown in Application PL-22-00049 (the “General Plan Amendment”); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment on April 19, 2023, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on May 15, 2023.

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 General Plan is hereby amended to change the land-use designation for approximately $\pm$ 17.92 acres generally located one-half mile south at the southwest corner of 99th Avenue and Indian School Road including right of way along 99th Avenue to the section line of 99th Avenue, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Mixed Use to High Density Residential for $\pm$ 14.62 acres and Local Commercial for $\pm$ 3.29 acres.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 15, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

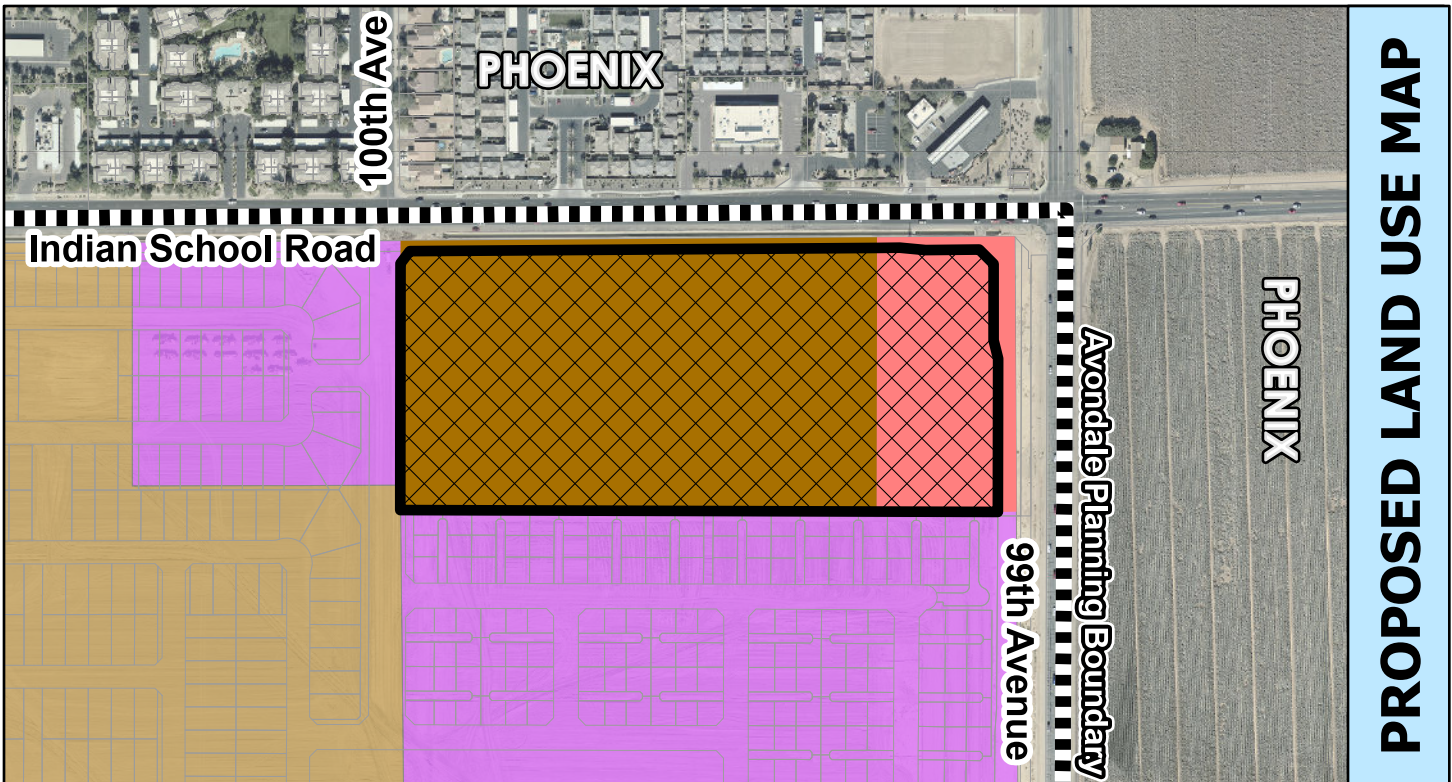
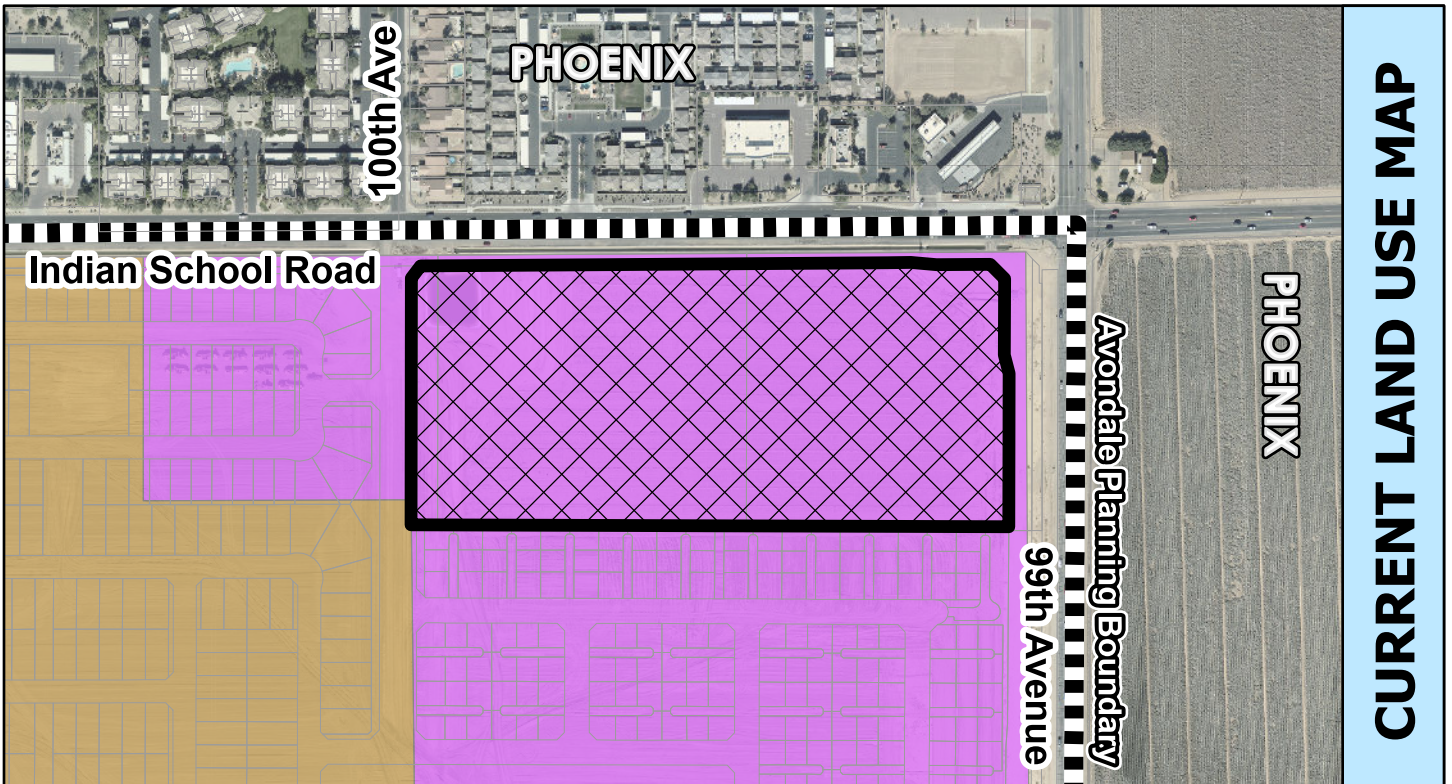
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1026-0523

[General Plan Amendment Map]

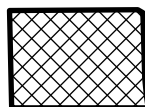
See following page.



General Plan Land Use



- Local Commercial
- Mixed Use
- Medium High Density Residential
- High Density Residential



Subject Property



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2036-0523 - LIV Communities Avondale - Rezone from Parkside Village Planned Area Development (PAD) to LIV Communities Avondale PAD – Application PL-22-0054

MEETING DATE: 5/15/2023

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 Initiative: Creative and Sustainable Community Development

Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

The City Council will hold a public hearing and consider a request to adopt Ordinance 2036-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of the property owner ACKA #3 Limited Partnership; c/o Liv Communities, to rezone the approximately 17.92 acres of land located at the southwest corner of Indian School Road and 99th Avenue and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. If approved, the proposed rezoning would allow for a new multi-family residential development and commercial uses. The Council will take appropriate action.

BACKGROUND:

The subject property (Exhibits A and B) is located at the southwest corner of Indian School Road and 99th Avenue. The property was annexed into the City's corporate limits on June 25, 1981, and in 2007 was rezoned from Agricultural (AG) to Planned Area Development called Entorno. The planned Entorno development included single-family and multi-family residential and commercial uses but did not develop. On June 16, 2014, Council approved a rezoning from Entorno PAD to Parkside Village PAD, which was amended in 2019 and 2021. The Parkside Village PAD currently allows for a mixture of residential and commercial uses.

The property is designated by the General Plan 2030 Land Use Map (Exhibit C) as Mixed Use, which is a land use designation for a mixture of residential and commercial. This category encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by. Basic criteria for development include a reasonable scale to the surrounding neighborhood, proportionate ratios for each use, encouragement of alternative modes of transportation (such as bicycling or walking), and a well-conceived plan with access to and integration of transit facilities.

The existing uses and zoning of surrounding properties include:

NORTH: Commercial and residential developments in the City of Phoenix.

EAST OF 99TH AVENUE: Vacant land currently being used for farming in the City of Phoenix zoned Planned

Unit Development Mixed Use.

SOUTH: Single-family neighborhood currently under construction zoned Parkside Village PAD.

WEST: Single-family neighborhood currently under construction zoned Parkside Village PAD.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property from Parkside Planned Area Development (PAD) to LIV Communities Avondale PAD. The proposed LIV Communities Avondale PAD Narrative included as Exhibit D, details permitted uses, development standards, landscaping standards, architectural design standards, and other requirements that will guide the future development of the site.

As previously noted, the property is currently designated by the General Plan Land Use Map for Mixed Use and there is a concurrent request to change the designation to High-Density Residential and Local Commercial.

The applicant is proposing a multi-family residential development on approximately 14.63 acres that consists of nine 3-story multi-family residential apartment buildings with 333 dwelling units, a clubhouse, carports, garages, and a maintenance building. The amenities include a dog park, a dog wash, hammocks, gardens, two outdoor kitchens, a fire pit, a pool and spa with cabanas, a splash pad, and a shaded play structure. One vacant 3.28 net-acre pad will remain for future development of commercial uses. Development of the multi-family residential project is expected to occur in a single phase.

The multi-family residential portion will allow all uses permitted, permitted with conditions, and permitted as accessory uses under the Multi-Family Residential District (R-4). The commercial portion will allow all permitted uses, permitted with conditions, and permitted as accessory uses in the Community Commercial (C-2) district.

In terms of development standards for the multi-family residential portion, the applicant is requesting the R-4 zoning district standards in the City's Zoning Ordinance with deviations. These deviations include establishing a minimum separation between the principal entrance or exit for 3-story buildings, reducing the percentage of garages provided, reducing private outdoor space, and reducing landscaping. See details of deviations requested under the "Development and Design Standards" section below.

The main entry for the multi-family residential development is proposed on Indian School Road and the secondary entrance is proposed on Parkside Boulevard. There will be two (2) pedestrian connections from the apartment development to the future commercial development. Access to the commercial site will occur on both 99th Avenue and Indian School Road. The development proposes 610 parking spaces, which is the required amount for this development. The parking includes 330 covered spaces, 69 garages, 196 uncovered parking spaces, and 67 guest parking spaces. Electric vehicle (EV) chargers and parking spaces dedicated for EV will also be provided.

A six (6) foot block wall is proposed on the southern boundary of the project. Parking screen walls are provided as well as view fencing for the remainder of the project. Landscaping will be provided along street frontages and on the site and will meet the Zoning Ordinance requirements aside from the requested deviations. The project provides private open space for each unit with balconies. Trash will be a private valet (concierge) service and trash enclosures will be screened and provided throughout the development.

A Comprehensive Sign Plan (CSP) will be required for review and approval during the Site Plan and Design Review process.

PUBLIC PARTICIPATION:

A virtual neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held on Thursday, May 26, 2022, via Zoom. All notices of the meeting were in accordance with the Zoning Ordinance notification requirements. The applicant gave a presentation on the project and answered questions. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E. In addition to City Staff and the applicant's team, one (1) neighbor and one (1) Councilmember attended the virtual meeting.

No comments pertaining to the proposal were posted on the City's Avondale Connect digital forum, and no additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with the Zoning Ordinance notification requirements.

PLANNING COMMISSION ACTION:

On April 19, 2023, the Planning Commission conducted a public hearing on the rezoning. The Commission had questions on landscaping, traffic, and roadway improvements. The Commission passed a motion (4-0 vote) to recommend approval of the Rezoning.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD), both of which have provided the City with a Certificate of Adequate School Facilities (Exhibit F) which states that the districts have adequate capacity to accommodate the estimated enrollment from the proposed development and that no school site within the development is needed.

ANALYSIS:

General Plan and North Avondale Specific Plan

A General Plan Amendment to change the land use from Mixed Use to High Density Residential (HDR) and Local Commercial is being considered concurrently with this rezoning request. The proposed LIV Communities PAD, with a proposed density of 23.63 dwelling units per acre, aligns with the requested HDR designation which allows 12-30 dwelling units per acre, target density 12. The commercial parcel will align with the requested Local Commercial designation.

Additionally, the proposed PAD furthers several goals in the General Plan, and advances multiple objectives in the North Avondale Specific Plan, most notably:

General Plan:

GOAL 4: Require excellence and innovation in residential design and construction.

This project meets the design goals in the Multi-Family Residential Design Manual and construction documents will be reviewed for code compliance.

North Avondale Specific Plan:

Objective #1: Facilitate the full buildout of North Avondale.

This project will facilitate more development in North Avondale, contributing to the full buildout.

Land Use Element Goal #1, Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.

This subject site is an infill site, and the proposed development represents a way to develop the otherwise vacant site.

Access and Circulation

Based upon a review of a Traffic Impact Analysis, Maricopa County Department of Transportation (MCDOT) and the City have determined that the proposed access onto existing public roadways to LIV Communities will function in a safe and efficient manner and the current level of service for traffic operations on 99th Avenue and Indian School Road will not be significantly impacted by the proposed development. As previously noted, the main entry for the multi-family residential development will be on Indian School Road and the secondary access will be on Parkside Boulevard. Access to the commercial property will occur via driveways on both Indian School Road and 99th Avenue. The driveways along Indian School Road are required to be approved by MCDOT prior to Site Plan and Design Review approval.

In regard to internal circulation on the site, the site complies with all turning radius requirements necessary for resident and emergency access. Pedestrian access proposed to the LIV Communities sidewalk will allow residents to access nearby future commercial along the 99th Avenue and Indian School Road corridor.

Permitted Uses

The uses proposed by the PAD for the multi-family residential portion match the uses allowed in the City's Multi-Family Residential (R-4) zoning district, which includes all permitted uses, permitted with conditions, and permitted as accessory uses. The uses allowed in the R-4 district are fully consistent with the proposed High Density Residential designation and are appropriate for a future multi-family residential community.

The uses proposed by the PAD for the commercial portion are the uses allowed in the City's C-2 (Community Commercial) zoning district, which includes all permitted uses, permitted with conditions, and permitted as

accessory uses. The uses allowed in the C-2 district are fully consistent with the proposed Local Commercial designation and appropriate for future commercial development.

Development and Design Standards

The proposed PAD utilizes the City's R-4 district for development standards for the multi-family residential portion with the following requested deviations and justifications:

- **Establish a minimum separation of 30 feet between the principal entrance or exit of a multi-family residential building and any other building.**
The R-4 district does not have a separation requirement for principal entrances or exits for 3-story or greater height buildings. Therefore, this deviation is not a reduction in standards.
- **Reduce the minimum percentage of provided garages from 25 percent to 13 percent, excluding visitor parking spaces.** The development is exceeding the covered parking spaces by 71 covered spaces instead, meeting the intent of the City's covered parking requirements.
- **Reduce the minimum private open space per dwelling unit from 80 square feet to 74 square feet.**
The project provides balconies that range from 74-88 square feet, meeting the intent of the City's balcony requirement since, on average, some patios will exceed the requirement.
- **Reduce the minimum number of trees per dwelling unit from 1.5 to 0.75.**
The applicant's narrative indicates that the proposed number of trees allows for healthy root growth and tree canopies to allow for proper spacing. Staff supports this reduction.
- **Reduce the minimum number of trees in the right-of-way (ROW) from 1 tree per every 25 feet to 1 tree per every 32 feet of ROW.**
The applicant's narrative indicates that 31 trees will be planted instead of 39, which again will provide proper spacing for healthy root and canopy growth. Staff supports this reduction.

There are no requested deviations for the commercial parcel.

DISCUSSION:

The proposed PAD rezone meets the following findings:

1. The proposed LIV Communities PAD, with Staff recommended conditions of approval, will be in conformance with the proposed General Plan Land Use Map designation of High Density Residential and Local Commercial. The amenities and open space provided justify the increase above the High Density Residential's target density.
2. The proposed LIV Communities PAD is in direct conformance with the proposed General Plan Land Use Map designations of High Density Residential and Local Commercial.
3. The proposed LIV Communities PAD is in conformance with the North Avondale Specific Plan and Multi-Family Residential Design Manual.
4. The proposed rezoning will result in compatible land use relationships. There are multi-family residential developments and commercial developments to the north. The single-family residential homes to the south will be buffered by the required minimum 15-foot landscape buffer. Furthermore, the existing PAD and General Plan designation already permit a mix of residential and commercial uses.
5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

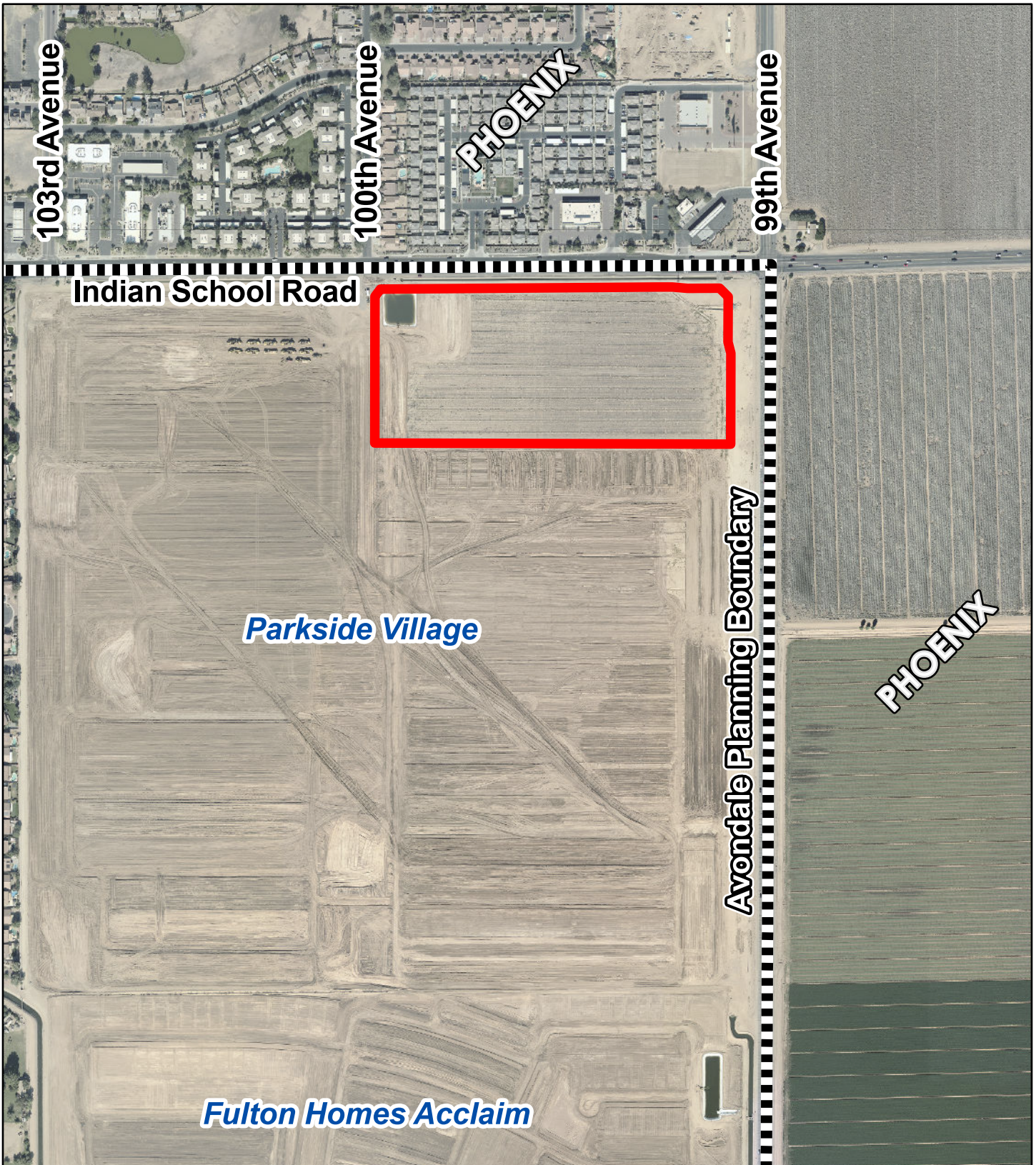
No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and adopt an Ordinance approving Application PL-22-0054, a request to rezone an approximately 17.92-acre site from Parkside PAD to LIV Communities Avondale PAD subject to the following eight (8) conditions of approval:

1. Development shall conform to the LIV Communities Avondale PAD Narrative electronically stamped 3/27/23, except as modified by these conditions.
2. The driveways along Indian School Road shall be approved by the Maricopa County Department of Transportation (MCDOT) prior to Site Plan and Design Review approval.
3. All required off-site improvements shall be completed before the first Certificate of Occupancy.
4. A Final Plat shall be recorded prior to the issuance of permits.
5. The powerlines adjacent to Indian School Road and the powerlines that cross Indian School Road shall be converted underground.
6. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to the issuance of any construction permits for any portion of the project.
7. Parking shall comply with the electric vehicle parking requirements in Zoning Ordinance Article 8, 28-164, (g).
8. A minimum of twenty (20) percent usable open space shall be provided.

Contact person for document distribution: Michelle Simerdla

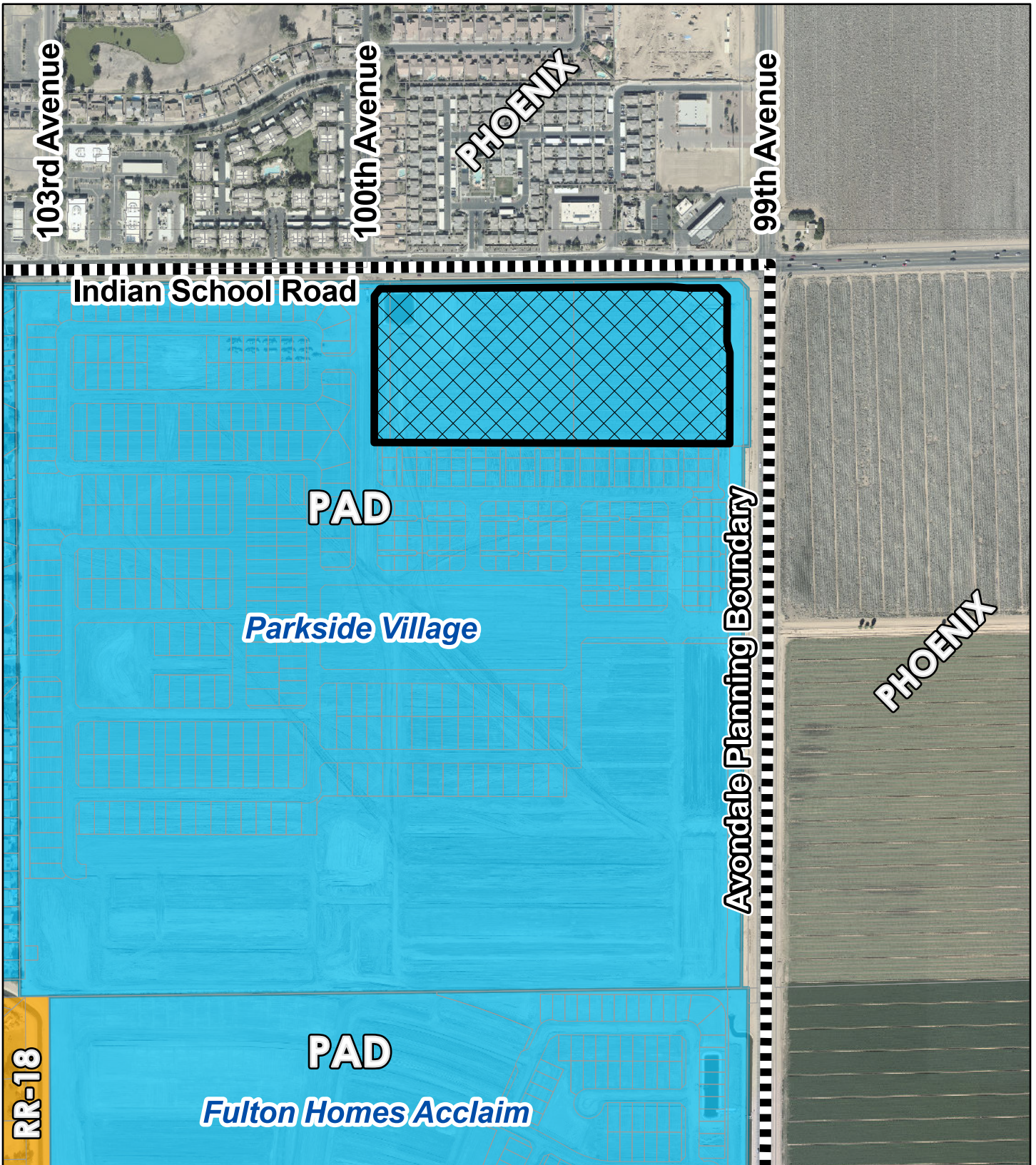


Aerial Map

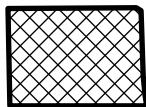


Subject Property



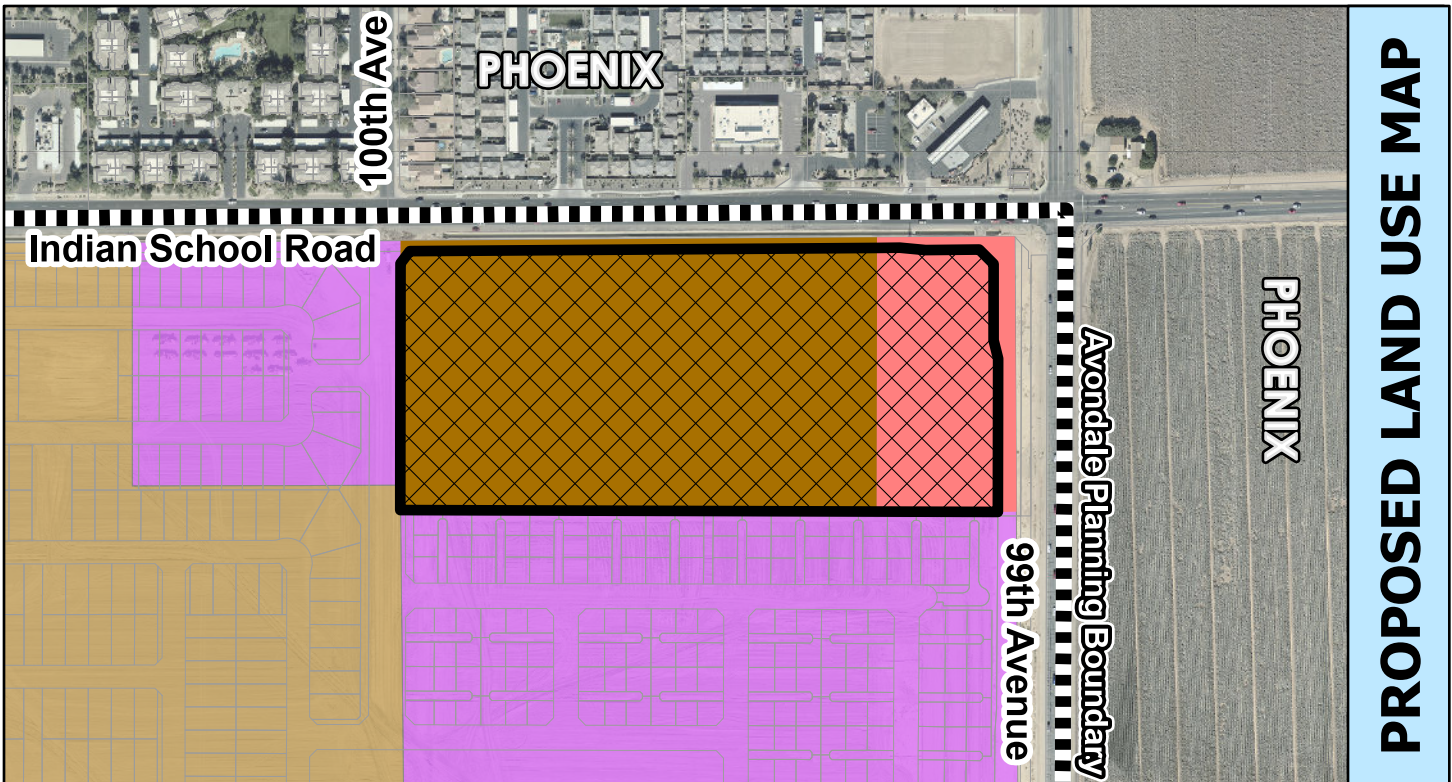
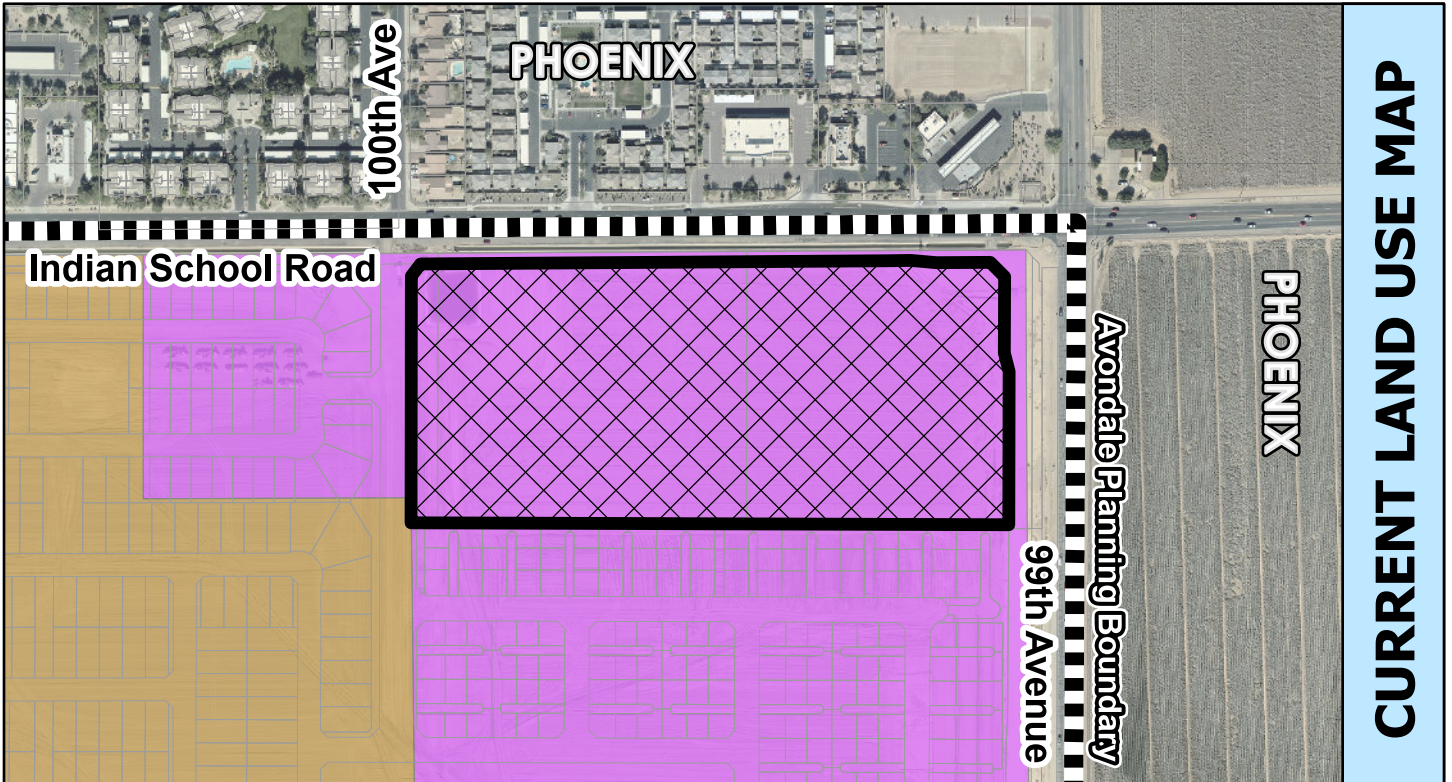


Zoning Vicinity



Subject Property

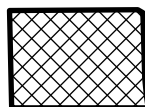




General Plan Land Use



- Local Commercial
- Mixed Use
- Medium High Density Residential
- High Density Residential



Subject Property



LIV COMMUNITIES - AVONDALE

A Planned Area Development

Case Number: PL-22-0054

1st Submittal: February 25, 2022

2nd Submittal: June 15, 2022

5th Submittal: February 13, 2023

Final Submittal: March 3, 2023

NARRATIVE

I. INTRODUCTION AND OPENING STATEMENTS

Liv Communities proposes a multifamily and commercial development on 17.92 +/- net acres located at the southwest corner of 99th Avenue and Indian School Road (“Site”). An Aerial Map is provided at **Exhibit 1**. The Site is currently vacant. The multifamily development is proposed on 14.63 +/- acres located on the west portion of the Site and the future commercial development is proposed on 3.29 +/- net acres located on the east portion of the Site. A Conceptual Development Plan is provided at **Exhibit 2**. The multifamily development will be managed and maintained by a professional management company.

The Site is bordered on the north and east by Indian School Road and 99th Avenue, respectively. The Parkside Village Residential Community is located west and south of the Site. The existing Salt River Project (SRP) Irrigation Canal located north and east of the Site is currently under construction to relocate the irrigation facilities to allow future half-street improvements. The SRP facilities will be located within easements located on the north and east boundaries of the Site.

The Site is designated Mixed Use by the Avondale General Plan 2030. The existing zoning on the Site is Parkside Village Planned Area Development (PAD). A Minor General Plan Amendment has been filed concurrent with this Liv Communities PAD rezoning request to change the land use designations from Mixed Use to High Density Residential on the west portion of the Site and Local Commercial on the east portion of the Site. This Liv Communities PAD replaces the previous Parkside Village PAD as it relates to the Site only.

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

II. PROPOSED USES

The Conceptual Development Plan (**Exhibit 2**) includes a high-quality 333-unit multifamily community with appropriate community amenities. The multifamily development will include approximately 21 – Studio Units, 159 – One Bedroom Units, 138 – Two Bedroom Units, and 15 – Three Bedroom Units. Further, there is a future commercial development planned on the east portion of the Site. The proposed uses are consistent with the character of the surrounding area and special attention has been given to the landscaping and architectural designs to create a high-quality attractive development. All areas of the Site have easy access to the surrounding roadways and pedestrian sidewalks.

The land uses on the Site shall be allowed as follows:

1. Multifamily Area (see **Exhibit 2**): The permitted uses, permitted with a conditional use permit, permitted with conditions, and permitted as accessory uses listed under the City’s R-4 Zoning District.
2. Commercial/Office Area (see **Exhibit 2**): The permitted uses, permitted with a conditional use permit, permitted with conditions, and permitted as accessory uses listed under the City’s C-2 Zoning District.

III. DEVELOPMENT STANDARDS

The Development Standards for the Site shall be the R-4 Zoning District Standards for the Multifamily Area and the C-2 Zoning District Standards for the Commercial/Office Area, except as modified below.

Development Standard	R-4 Zoning District	Liv Communities - PAD
Minimum separation between the principal entrance or exit of a multifamily building and any other building (3 Story Buildings)	N/A	30 Feet
Minimum % of Parking within Garage Units	25% of the required parking, excluding visitor parking spaces.	13% of the required parking, excluding visitor parking spaces.
Minimum Private Open Space per Dwelling Unit (“DU”)	80 SF per DU	74 SF per DU
Minimum Number of Trees per Dwelling Unit (“DU”)	1.5 Trees per DU	0.75 Trees per DU
Minimum Number of Trees in Right-of-Way (“ROW”)	1 Tree per 25 feet of ROW	1 Tree per 32 feet of ROW

JUSTIFICATION FOR DEVIATIONS:

1. Minimum separation between entrance/exit of multifamily building and any other building. The Zoning Ordinance does not provide minimum separation requirements for 3-Story buildings. The 3-Story building requirement is included in this PAD consistent with the requirements for 2-Story and 1-Story buildings.
2. Min. % of Parking within Garage Units. The multifamily development provides 70 garage units, which is a reduction of 39 garage units. Rather than garage units, the multifamily development is exceeding the covered parking space requirement by 71 covered spaces, which is nearly double the amount required by the Zoning Ordinance.
3. Minimum Private Open Space per DU. The multifamily development provides balconies that range from 74 SF to 88 SF. There are also significant amenities provided within common area open spaces that provide residents with ample opportunities to recreate, gather, and spend time outdoors.
4. Minimum Number of Trees within MF Zoning District. Trees need proper space for healthy root growth and tree head canopies. This development provides appropriate use of trees for a healthy and green community. There are trees planned adjacent to buildings and covered parking canopies with appropriate spacing to allow proper and healthy tree growth. Additional trees in these and other areas of the Site would create

unhealthy tree growth. The Site has a total of 191,681 SF of landscaped areas. The tree planting requirements in the landscape setback, buffer areas, and parking islands meet or exceed the number required.

5. Minimum Number of Trees within ROW. Similar to #4 above, trees need proper space for healthy root growth and tree head canopies. The multifamily development is providing 31 trees planted within the ROW. 39 trees are required for the 966 feet of ROW frontage. The trees proposed within the ROW is appropriate for this development and provide proper spacing for healthy root and canopy growth.

IV. OPEN SPACE AND AMENITIES

The open space for this development is consistent with the high level of resort amenities provided within other LIV Communities. This includes an oversized resort pool with cabana, fire pit, covered outdoor kitchen and plenty of deck space; a themed dog park; a children's play area with a tot lot, splash pad and associated seating; garden spaces and hammocks.

V. ARCHITECTURAL DESIGN

Architectural design shall conform to the applicable City Multifamily and/or Commercial Design Manual, except as modified below. Conceptual Building Elevations are provided at **Exhibit 3.**

The architectural character maintains essential elements derived from the natural environment. The framework to achieve regional architecture includes the following:

- A. Architecture will focus on scale, balance, massing, patterns of sun and shade, color and responsiveness to energy conservation and environmental comfort.
- B. Building forms are intended to relate to timeless design with simple massing, proportion, repetition, scale and color.
- C. The predominant exterior material is stucco. Accent materials include concrete block, metal railings, and metal awnings.
- D. The majority of the buildings are positioned north/south to maximize the solar orientation.
- E. The massing and forms are simple elements which will remain relevant over time.
- F. Awnings over vinyl windows and recessed balconies provide further subtle articulation of the visual qualities of sunlight and shadows found in the southwest. Articulation of the walls, balconies and roof provide variety in building planes and effectively break up the massing of buildings.

- G. Well-designed private open spaces that are edge sensitive will provide internal and external views, opportunities for active and passive recreation and desirable pedestrian experience.
- H. Parking lots are screened from street views by providing solid block walls in the openings.
- I. Contemporary theme that compliments the surrounding natural desert. Use of natural materials, finishes, colors, textures, and plantings that blend with the natural desert.
- J. Connection to the adjacent future commercial use parcel is provided through two separate walkways that extend from the internal pedestrian walkway feature.

VI. CIRCULATION

Ingress and egress are provided to/from the Multifamily Development from Indian School (Main Entrance) and Parkside Boulevard (Secondary Entrance). The Main Entrance allows guests and visitors to access the development but there are gates provided on the west and east sides of the main entry for residents and their guests only. The Secondary Entrance is gated with a call box. Right turn deceleration lanes are not warranted at the Main and Secondary entrance locations per the Traffic Study. Future commercial driveway locations and deceleration lanes will be in accordance with the Traffic Study.

VII. LANDSCAPING

Landscaping provided along street frontages, around the property perimeter, internal to the Site and in parking areas shall conform to the standards set for in the applicable City Multifamily and/or Commercial Design Manual. A Conceptual Landscape Plan is provided at **Exhibit 4**. The landscaping within the development is time-tested, low water use material consistent with over LIV Communities. In addition, the perimeter landscape will be consistent and compatible with the adjacent Parkside Village community, including matching the street tree types and spacing and shrub, groundcover and accent material. Trees are placed to reduce reflected heat from buildings and impervious surfaces, and understory planting creates a visual interest while responding to shade and sun patterns. The low water use plant palette (ADWR Phoenix AMA) will be irrigated with an underground drip irrigation system using a “Smart Controller.” A 2-inch coverage of rock mulch will be used for erosion control and weed prevention.

VIII. PERIMETER AND INTERNAL WALLS, GATES & ENTRY FEATURE DESIGNS AND MATERIALS

All perimeter and internal walls, gates and entry feature designs and materials shall conform to the applicable City Multifamily and/or Commercial Design Manual, except as modified below. The walls for the development will include view fencing, partial screen walls and view fences and solid screen walls. View fencing is used along the perimeter for site security while being transparent to the architecture of the buildings. The Partial screen wall is

used proximate to parking areas to screen vehicles but allow views toward the architecture. The solid screen walls are used on the south boundary of the Site adjacent to the Parkside Village community. All materials and colors used within the development will be complementary to the multifamily building architecture and the Parkside Village community. This includes, but is not limited to, painted/powder coated steel, stucco, veneers and concrete block.

IX. SIGNAGE

A Comprehensive Sign Plan (“CSP”) will be provided during the Site Plan and Design Review process.

X. TRASH AND REFUSE

Liv Communities will provide valet (concierge) trash services. This service provides door service for residents and the trash is transported by the vendor to the compactor. One compactor for this development provides ample capacity. The operation of the trash compactor is under keyed control and only operated by onsite maintenance technicians. Trash enclosures will be provided throughout the Site and include a minimum of 6’ CMU walls for noise attenuation.

XI. THE PROPOSAL IS IN COMPLIANCE WITH SECTION 603.A OF THE AVONDALE ZONING ORDINANCE

As described below, the Project meets the criteria of the required PAD District findings.

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

Concurrent with this PAD request, we have submitted a request for a Minor General Plan Amendment from the existing Mixed-Use designation to Local Commercial and High Density Residential (12 to 30 dwelling units per acre, target density = 12). The development is in conformance with the proposed General Plan land use designations and the North Avondale Specific Plan (“NASP”) as discussed in detail in the Minor General Plan Amendment Narrative.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

This PAD and the proposed development meet the R-4 and C-2 development standards with minor modifications as described and justified above. Future applications for Site Plan and Design Review will comply with the City’s Multifamily and Commercial Design Manuals.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

All necessary public infrastructure and services (not currently existing) will be completed in connection with the development of this Site.

4. *The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.*

The proposed PAD will result in compatible land use relationship and will not significantly alter existing land use patterns in the area or impact nearby existing uses. This PAD supports an appropriate land use transition and pattern of commercial uses on the hard corner of the intersection, adjacent to multifamily housing and single-family homes. The development is designed with landscaping buffering around the perimeter to provide an appropriate pedestrian environment.

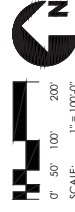
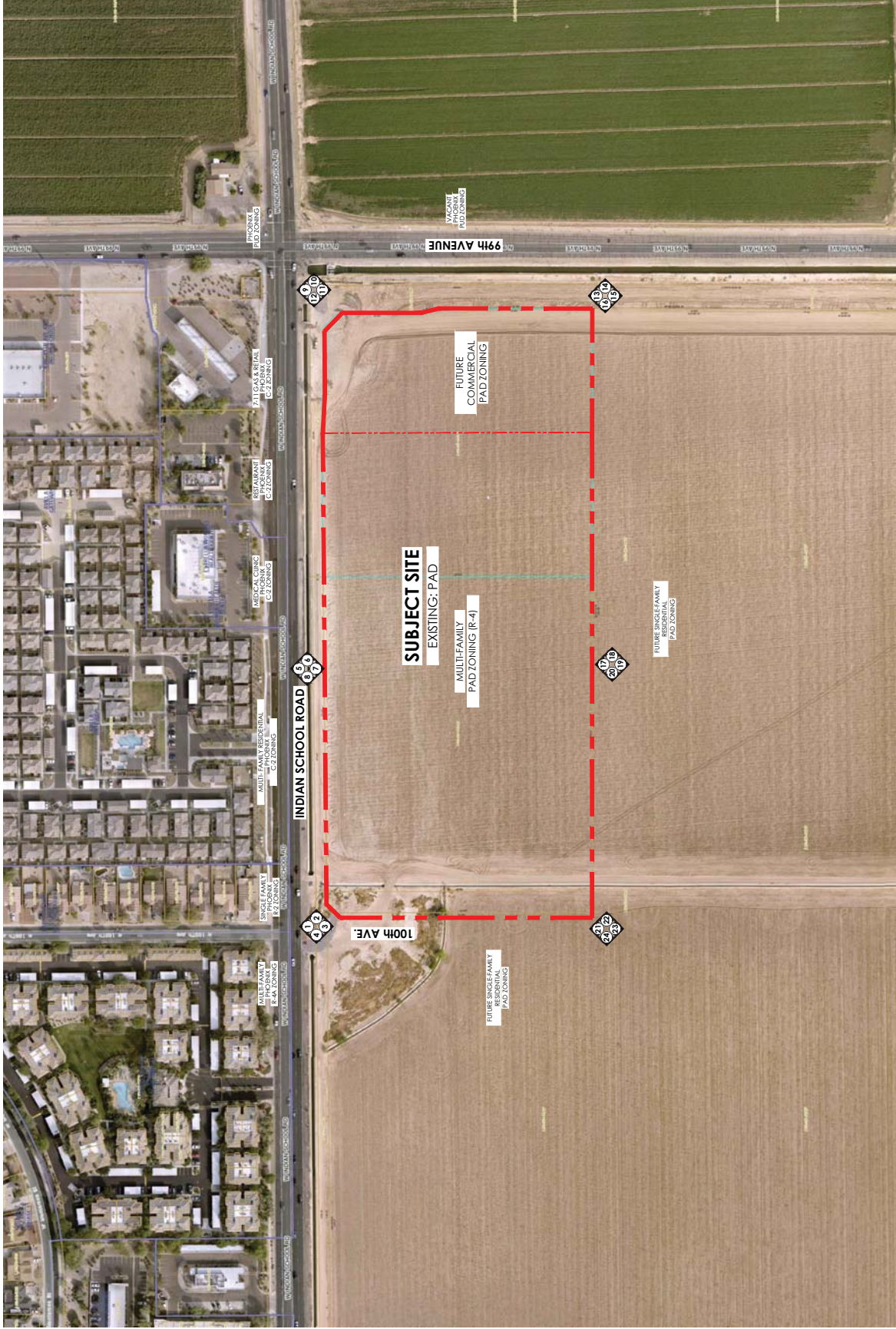
5. *The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.*

The proposed development standards are consistent with the desired character of the area. The development standards are those that apply to the R-4 and C-2 Zoning Districts with minor modifications. Additionally, the character of the existing PAD Zoning allows for a mixed-use development, which is what is proposed with this PAD with a mix of housing and commercial uses.

XII. CONCLUSION

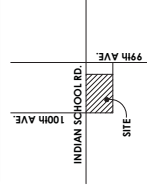
This PAD will facilitate the continued development of this vacant infill Site and provides additional housing options in the area. The proposed development is consistent and compatible with the character of the surrounding area. The proposed land uses will be unified through the layout and development standards, providing a great opportunity for residents to live, work, shop, dine and play in the area. We request your approval.

EXHIBIT 1



0' 50' 100' 200'
SCALE: 1" = 100'-0"

VICINITY MAP



Apartments - SWC Indian School Rd. & 99th Avenue

Avondale, Arizona

PRE-APPLICATION SUBMITTAL

October 19, 2021

Aerial

Preliminary Not For Construction

TODD + ASSOCIATES

602-952-8280 / TODDASSOC.COM

21-200-402



A0.1

EXHIBIT 2

EXHIBIT 3

 P1-A
 STUCCO, MAIN BODY
 SHERWIN WILLIAMS
 SW 747 "CRUSHED ICE"

 P1-B
 STUCCO, ACCENT
 SHERWIN WILLIAMS
 SW 772 "DEER VALLEY"

 P1-C
 STUCCO, ACCENT
 SHERWIN WILLIAMS
 SW 606 "UTTERLY BEIGE"

 P1-D
 STUCCO, ACCENT
 SHERWIN WILLIAMS
 SW 608 "LIMB"



BUILDING 1 RIGHT ELEVATION

EXTERIOR FINISH LEGEND

■	PA	STUCCO, MAIN BODY
■	PF1	STUCCO, ACCENT
■	PF2	STUCCO, ACCENT
■	PF3	STUCCO, ACCENT
■	PF4	STUCCO, ACCENT
■	PF5	STUCCO, ACCENT
■	PF6	STUCCO, ACCENT
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■	PF8	STUCCO, ACCENT
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■	PF90	STUCCO, ACCENT
■	PF91	STUCCO, ACCENT
■	PF92	STUCCO, ACCENT
■	PF93	STUCCO, ACCENT
■	PF94	STUCCO, ACCENT
■	PF95	STUCCO, ACCENT
■	PF96	STUCCO, ACCENT
■	PF97	STUCCO, ACCENT
■	PF98	STUCCO, ACCENT
■	PF99	STUCCO, ACCENT
■	PF100	STUCCO, ACCENT

NOT FOR CONSTRUCTION

N.F.C.

NOT FOR CONSTRUCTION

EXTERIOR FINISH LEGEND

■	PA	STUCCO, MAIN BODY
■	PF1	STUCCO, ACCENT
■	PF2	STUCCO, ACCENT
■	PF3	STUCCO, ACCENT
■	PF4	STUCCO, ACCENT
■	PF5	STUCCO, ACCENT
■	PF6	STUCCO, ACCENT
■	PF7	STUCCO, ACCENT
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■	PF9	STUCCO, ACCENT
■	PF10	STUCCO, ACCENT
■	PF11	STUCCO, ACCENT
■	PF12	STUCCO, ACCENT
■	PF13	STUCCO, ACCENT
■	PF14	STUCCO, ACCENT
■	PF15	STUCCO, ACCENT
■	PF16	STUCCO, ACCENT
■	PF17	STUCCO, ACCENT
■	PF18	STUCCO, ACCENT
■	PF19	STUCCO, ACCENT
■	PF20	STUCCO, ACCENT
■	PF21	STUCCO, ACCENT
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■	PF97	STUCCO, ACCENT
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■	PF99	STUCCO, ACCENT
■	PF100	STUCCO, ACCENT

NOT FOR CONSTRUCTION

N.F.C.

NOT FOR CONSTRUCTION

1 BUILDING 2 FRONT ELEVATION

10'-11"



2 BUILDING 2 REAR ELEVATION

10'-11"





[illegible][illegible]

4 COLOR BUILDING 3 REAR ELEVATION

A-244.



3 COLOR BUILDING 5 RIGHT ELEVATION



1. *Journal of the American Medical Association*, 2000; 283: 2689-2694.

EXTERIOR FINISH LEGEND



1	CLUBHOUSE FRONT ELEVATION 1/8" = 1'-0"
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2 CLUBHOUSE LEFT ELEVATION 1/8" = 1'-0"



4 CLUBHOUSE RIGHT ELEVATION 1/8" = 1'-0"



3 CLUBHOUSE REAR ELEVATION 1/8" = 1'-0"

REV	DATE	DESCRIPTION
PROJECT NUMBER 22-090		
ISSUE DATE XX/XX/202X		
SHEET TITLE CLUBHOUSE EXTERIOR ELEVATIONS		
SHEET NUMBER A-713.		

EXTERIOR FINISH LEGEND

- | | | |
|---|-------|--|
| • | PF1 | STUCCO MAN BODY |
| • | PF2 | STUCCO MAN BODY
SPRINT "UNPAVED ICE" |
| • | PF3 | STUCCO ACCENT |
| • | PF4 | SHERWIN WILLIAMS
SPR 7722 "DEER VALLEY" |
| • | PF5 | ACCENT |
| • | PF6 | SHERWIN WILLIAMS
SPR 6086 "UTTERLY BORED" |
| • | PF7 | ACCENT |
| • | PF8 | SHERWIN WILLIAMS
SPR 6335 "TRULSTEVANN" |
| • | PF9 | ACCENT |
| • | PF10 | STUCCO ACCENT |
| • | PF11 | SHERWIN WILLIAMS
SPR 6335 "TRULSTEVANN" |
| • | PF12 | ACCENT |
| • | PF13 | STUCCO ACCENT |
| • | PF14 | SHERWIN WILLIAMS
SPR 6335 "TRULSTEVANN" |
| • | PF15 | ACCENT |
| • | PF16 | MAINTENANCE BLOCK |
| • | PF17 | ORCO BLOCK & HARDSCAPE
SPR 6335 "TRULSTEVANN" |
| • | PF18 | FRONT SHOT BLAST |
| • | PF19 | FRONT SHOT BLAST |
| • | PF20 | FRONT SHOT BLAST |
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| • | PF99 | FRONT SHOT BLAST |
| • | PF100 | FRONT SHOT BLAST |



GARAGE BUILDING LEFT



4 GARAGE BUILDING RIGHT



6	FITNESS BUILDING FRONT
---	------------------------



8 FITNESS BUILDING REAR



1 GARAGE BUILDING FRONT

3 GARAGE BUILDING BACK
S. 1007 - 11-1-2022

5	FITNESS BUILDING LEFT SIDE 18" x 14"
---	---



7 FITNESS BUILDING RIGHT SIDE

EXHIBIT 4

5/26/2022 NEIGHBORHOOD MEETING SUMMARY

LIV – 99TH AVENUE & INDIAN SCHOOL ROAD

Attendees

Jean Constantine, Liv Communities
Scott Pieart, Todd & Associates
Scott Lucas, Terrascope
Ed Bull, Burch & Cracchiolo
Ali Bull, Burch & Cracchiolo
Ricki Horowitz, Burch & Cracchiolo
CM Gloria Solorio, City Council Member
Mark Trinidad, City of Avondale
Eric Fitzer, City of Avondale
1 Neighbor – Ian Grant

Introductions

Overview and PowerPoint Presentation

- LIV is in the multifamily and senior housing business
- Reviewed list of awards and recognitions Liv has received in the Valley and in Michigan
- Mixed-use development on vacant infill Site
- Proposing residential on western part and commercial on the eastern part
- Plan shows lots of landscaping and internalized amenities
- Architect is among the best at designing high-quality developments with horizontal and vertical movements, varying/contrasting colors, sensitive to surrounding environment, architectural articulation, quality and timeless developments
- LIV is not bashful spending money on architecture and landscaping
- Will have pedestrian connection to the future commercial
- Significant open space throughout the development

- Majority of the amenities are centralized – keeps active amenities away from residential uses nearby
- Amenities include dog park, cabanas, clubhouse, fitness center, shaded play structure, hammock garden, fire pit, splash pad, etc.
- Mix of studios, 1s, 2, & 3 bedrooms – mainly 1 and 2 bedroom units
- Gateway sign for Avondale will be at the corner of 99th Avenue and Indian School. Not sure what it will say yet – work in progress.
- General Plan shows the Site is designated mixed-use.
- Request is for a Minor GPA to change to HDR and Local Commercial
- Site is zoned PAD for the Parkside Village PAD for mixed use
- Request is to zone the Site PAD for C-2 and R-4 uses
- Next steps: Additional staff review, neighborhood outreach, PC and CC. No hearing dates set yet.
- Gave contact information for 3 people on the Team
- Well designed, highly amenitized, mixed use development.
- Good place to live, work, shop, & play
- Compliment to the neighborhood
- LIV has been in the Valley for 12 years
- LIV owns and manages their own sites
- Like to hold properties for 8-10 to give their properties a chance to be positive and developed within the community
- LIV is looking forward to joining Avondale

Questions, Answers, and Comments

1. Ian Grant. He submitted a question to the zoom email address. He is an area resident. There will be an Increase in traffic with this development. Has a traffic study been done? Alternatives? Lights at other Intersections between 99th and 103rd Avenues going in?
 - A. A Traffic Study is required. The Study will look at trip generations and will compare anticipated traffic with previously approved uses. Street improvements will be required on Indian School Road. City will look at traffic signal warrants to determine whether additional traffic signals will be warranted. Do not know if the Traffic Study has been

reviewed/approved by City yet. Traffic is important to City, Liv, and their consultants.

Mark Trinidad, assigned case planner. The TIA has been submitted to the City and County (County controls Indian School Rd). The Avondale Traffic Engineer is reviewing it now and so is MCDOT reviewing the Traffic Study. The review and comments will be forthcoming.

2. Mark Trinidad – Will Liv Communities act as manager? Did a thorough presentation of the development.
 - A. LIV will act as manager for the multifamily component. The retail will be managed by the commercial owner. In partnership with Vintage, the retail developer.
3. Will provide a summary to Staff of the neighborhood meeting.

End of Meeting

Received 8/24/22



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a multi-family and commercial development has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Liv Communities - Avondale Project Manager: Jean Constantine
 Request: PAD Acreage/Parcel Size: 14.63 gross/net acres (MF)
 Current Density Allowed: _____ Density Proposed: 22.76 du/ac
 Total number of residential units proposed: 333+/-

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒

No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐

No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 4/1/22

School District: Pendergast ESD

District Superintendent: Dr. Jennifer Cruz

Phone #: 623 772 2000

E-mail: j.fimbres@psd92.org

Signature: [Signature]

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices



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If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: April 5, 2022

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4001

E-mail: nora.gutierrez@tuhsd.org

Signature: _____

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondaleaz.gov/development/services

ORDINANCE NO. 2036-0523

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 17.92 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 99TH AVENUE AND INDIAN SCHOOL ROAD, AS SHOWN IN APPLICATION PL-22-0054, AND REZONING SUCH PROPERTY FROM PARKSIDE VILLAGE PLANNED AREA DEVELOPMENT (PAD) MIXED USE TO LIV COMMUNITIES-AVONDALE PLANNED AREA DEVELOPMENT (PAD) MULTI-FAMILY (R-4) AND COMMERCIAL (C-2).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 17.92 acres generally located at the southwest corner of 99th Avenue to Indian School Road including right of way along 99th Avenue to the section line of 99th Avenue, as shown in application PL-22-0054, from Parkside Village Planned Area Development (PAD) Mixed Use to LIV Communities – Avondale Planned Area Development (PAD) Multi-Family (R-4) and Commercial (C-2) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on April 19, 2023, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on May 15, 2023; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 17.92 acres generally located at the southwest corner of 99th Avenue to Indian School Road including right of way along 99th Avenue to the section line of 99th Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the LIV Communities Avondale PAD Narrative electronically date stamped 03-27-2023, except as modified by these conditions.

2. The driveways along Indian School Road shall be approved by Maricopa County Department of Transportation (MCDOT) prior to Site Plan and Design Review approval.

3. All required off-site improvements shall be completed before the first Certificate of Occupancy.

4. A Final Plat shall be recorded prior to issuance of permits.

5. The power lines adjacent to Indian School Road and the power lines that cross Indian School Road shall be converted underground.

6. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

7. Parking shall comply with the electric vehicle parking requirements in Zoning Ordinance Article 8, 28-164, (g) as amended.

8. A minimum of twenty (20) percent usable open space shall be provided.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 15, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2036-0523

[Legal Description and Map]

See following pages.

EXHIBIT A
Legal Description
For
LIV Avondale
Zoning Boundary

Located in the Northeast Quarter of Section 29, Township 2 North, Range 1 West, Gila and Salt River Meridian, Maricopa County Arizona. Described as follows:

Commencing at the Northeast corner of said Northeast Quarter;

Thence South 89°40'49" West, along the North line of the Northeast Quarter, a distance of 1,383.19 feet;

Thence departing said North line, South 00°00'00" East, a distance of 55.00 feet to the Point of Beginning;

Thence North 89°40'49" East, a distance of 1,383.06 feet to the East line of said Northeast Quarter;

Thence South 00°08'08" West, along said East line, a distance of 600.55 feet;

Thence departing said East line, North 89°51'52" West, a distance of 1,389.95 feet;

Thence North 00°08'08" East, a distance of 559.52 feet;

Thence North 44°54'29" East, a distance of 9.92 feet;

Thence North 00°19'11" West, a distance of 23.00 feet to the Point of Beginning.

Containing 826,876.84 square feet or 18.98 acres, more or less.



MCDOT BRASS CAP FLUSH
N1/4 COR. SEC. 29,
T 2 N., R 1 E.

MCDOT BRASS CAP FLUSH
NE COR. SEC. 29,
T 2 N., R 1 E.
POINT OF COMMENCEMENT

INDIAN SCHOOL RD.
N89° 40' 49"E 2691.83'

POINT OF BEGINNING

1383.19'

S89° 40' 49"W 1383.06'

55'

APN: 102-27-001N

APN: 102-27-001P

N89° 51' 52"W 1389.95'

AVONDALE

600.55'
S0° 08' 08"W 2638.31'
PHOENIX 99th AVE.

Line Table

Line #	Direction	Length
L1	S00° 00' 00"E	55.00'
L2	N44° 54' 29"E	9.92'
L3	N00° 00' 00"E	23.00'

MC HIGHWAY DEPT.
BRASS CAP IN HAND HOLE
W 1/4 COR. SEC. 29,
T 2 N., R 1 E.



N.T.S.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ZONING BOUNDARY

LIV AVONDALE

CITY OF AVONDALE

Project No. 1206
Sheet 1 of 1

Date : 07/12/22

WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER PROPOSITION 207

This agreement ("Agreement") is entered into between LIV Avondale, LLC, as the owner of the property described herein ("Owner") and the City of Avondale ("City") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is/are the owner of all right, title and interest to the Property generally located at 99th Avenue and Indian School Road, Avondale, Arizona, consisting of approximately ± 17.29 acres as described and depicted in *Exhibit A* attached hereto and incorporated as if fully set forth herein (the "Property").

The Owner, or the authorized agent of the Owner, has submitted following land use request(s) to the City (please select all that apply):

- ☐ Annexation/Equivalency Zoning Request, Application Number: _____
- ☐ Conditional Use Permit, Application Number: _____
- ☒ General Plan Amendment, Application Number: PL-22-0049
- ☒ Rezoning, Application Number: PL-22-0054

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of granting the above listed request(s).

The Owner agrees and consents to all conditions imposed as part of the ordinance and/or resolution enacting the approved land use request for the Property, including all stipulations adopted by the Council of the City of Avondale (the "City Council") and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the land use request(s) above. The Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the ordinance and/or resolution will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of any land use requests.

The Owner retains the right to withdraw their application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the land use request if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions and stipulations to the land use request. If the Owner withdraws the application or does not effectuate the land use request, this Agreement is null and void. The foregoing waiver of claims shall be of no further force and effect with respect to the land use request in the event the City Council disapproves of said request, except that it shall serve as a bar to a claim for diminished value based upon denial of the request.

This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in

Maricopa County, Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

This Waiver and any attachments collectively constitute the entire agreement between the Owner and the City. Any prior agreements regarding waiver of claims are superseded by this Agreement. The Waiver may only be modified by written agreement of the City and Owner.

This Waiver runs with the land and is binding upon all present and future owners of the above referenced Property. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver. The Owner further agrees to indemnify and hold the City of Avondale, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs, and expenses based upon an alleged reduction of value of the Property as a result of the City's action on the aforementioned land use request(s).

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

"Owner"

LIV AVONDALE LLC
A Michigan limited liability company

By: Beth Heav
(Signature of Owner or Authorized Representative, if applicable)

Its: Manager
(Title of Individual Signing in Representative Capacity)



State of Arizona)
) ss.
County of Maricopa)

On this 10th day of April, 2023, before me personally appeared Beth Heav (name of signer), whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document.

Charles Wolcott
Notary Public

My Commission expires: October 13, 2026

CITY COUNCIL REPORT

SUBJECT: Amendment to the Memorandum of Understanding with the Avondale Professional Firefighters Association (APFA) Local 3924

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Ted Flores, Assistant Director of Human Resources

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

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.

PURPOSE:

City Council will consider a request to approve an amendment to the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 21, 2022, City Council approved a Memorandum of Understanding with the Avondale Professional Firefighters Association (APFA) Local 3924 with an effective date of July 1, 2022, to June 30, 2024.

DISCUSSION:

The City underwent a Classification and Compensation study to determine the City's competitiveness within a defined market for wages and benefits. Based on data received through the study, and at the request of the City Manager, the Human Resources Department, and Finance and Budget Department conducted an analysis on increasing Firefighter, Fire Engineer, and Fire Captain pay in addition to what was negotiated and agreed upon with the City through the Memorandum of Understanding (MOU) effective dates.

Based on the analysis, staff recommends an amendment to increase Firefighter, Fire Engineer, and Fire Captain wages in addition to the percentage increase eligible members were entitled to in FY24 under the negotiated MOU. This amendment along with the proposed increases for eligible members in the classification of Firefighter, Fire Engineer, and Fire Captain has been discussed and agreed upon with the APFA.

The charts below show this year's pay schedule; next year's schedule per the MOU; and, next year's schedule if the amendment is approved by Council. The percentages listed are the increases from the FY22-23 year. Generally, there is also a 5% increase between each step. A firefighter going from step 2 to step 3 next year would receive approximately a 5% step increase plus a 4% scheduled increase.

Firefighter								
FY 22-23		MOU FY23-24			Amended MOU FY23-24			
Steps	Hourly Rate	Steps	Hourly Rate	%	Steps	Hourly Rate	%	
1	\$ 17.74	1	\$ 18.14	2%	1	\$ 18.50	4%	
2	\$ 18.46	2	\$ 18.88	2%	2	\$ 19.26	4%	
3	\$ 19.19	3	\$ 19.62	2%	3	\$ 20.01	4%	
4	\$ 19.96	4	\$ 20.41	2%	4	\$ 20.81	4%	
5	\$ 20.77	5	\$ 21.38	3%	5	\$ 21.81	5%	
6	\$ 21.61	6	\$ 22.10	2%	6	\$ 22.55	4%	
7	\$ 22.46	7	\$ 22.97	2%	7	\$ 23.43	4%	
8	\$ 23.48	8	\$ 24.13	3%	8	\$ 24.63	5%	

Fire Engineer								
FY 22-23		MOU FY23-24			Amended MOU FY23-24			
Steps	Hourly Rate	Steps	Hourly Rate	%	Steps	Hourly Rate	%	
1	\$ 25.32	1	\$ 25.70	2%	1	\$ 26.08	3%	
2	\$ 26.34	2	\$ 26.74	2%	2	\$ 27.13	3%	
3	\$ 27.39	3	\$ 27.80	1%	3	\$ 28.21	3%	
4	\$ 28.49	4	\$ 28.92	2%	4	\$ 29.34	3%	

Fire Captain								
FY 22-23		MOU FY23-24			Amended MOU FY23-24			
Steps	Hourly Rate	Steps	Hourly Rate	%	Steps	Hourly Rate	%	
1	\$ 29.92	1	\$ 30.37	1%	1	\$ 30.82	3%	
2	\$ 31.12	2	\$ 31.59	1%	2	\$ 32.05	3%	
3	\$ 32.27	3	\$ 32.86	2%	3	\$ 33.24	3%	
4	\$ 33.66	4	\$ 34.16	1%	4	\$ 34.67	3%	

BUDGET IMPACT:

The cost associated with this amendment has been accounted for and included in the adopted FY2024 tentative budget.

RECOMMENDATION:

Recommend that the City Council approve the amendment to the Memorandum of Understanding with Avondale Professional Firefighters Association Local 3924.

Contact person for document distribution: Ted Flores

AMENDED ATTACHMENT A

2023 Updated Wage Tables

Fiscal Years 2022 – 2024
(07/01/2022 -06/30/2024)

Firefighter

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>	<i>Steps</i>	<i>Hourly Rate</i>
1	\$17.74	1	\$18.50
2	\$18.46	2	\$19.26
3	\$19.19	3	\$20.01
4	\$19.96	4	\$20.81
5	\$20.77	5	\$21.81
6	\$21.61	6	\$22.55
7	\$22.46	7	\$23.43
8	\$23.48	8	\$24.63

Fire Engineer

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>	<i>Steps</i>	<i>Hourly Rate</i>
1	\$25.32	1	\$26.08
2	\$26.34	2	\$27.13
3	\$27.39	3	\$28.21
4	\$28.49	4	\$29.34

Fire Captain

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>	<i>Steps</i>	<i>Hourly Rate</i>
1	\$29.92	1	\$30.82
2	\$31.12	2	\$32.05
3	\$32.37	3	\$33.24
4	\$33.66	4	\$34.67

MEMORANDUM OF UNDERSTANDING

JULY 2022 THROUGH JUNE 2024



CITY OF AVONDALE

AND

AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3924

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PREAMBLE

This Memorandum of Understanding is entered into between the City of Avondale ("City") and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 ("Association" or "Employee Organization").

WHEREAS: the parties, through their designated representatives met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding the full and entire understanding of the parties mutual agreement concerning wages and hours as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between Avondale and its employees; and

WHEREAS: the parties hereby acknowledge that the provisions of the Memorandum are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale:

NOW THEREFORE, Avondale and the Employee Organization having reached this complete agreement concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this Memorandum to the Mayor and the City Council of Avondale with their joint recommendation that the body adopt its terms.

DEFINITIONS

1. Absent with Relief (AWR")

"Absent with Relief" (AWR's/shift trades) is the practice of individual members working another individual member's scheduled shift. Absence with Relief (AWR's/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. S207\(p\)\(3\)](#).

The city is not responsible for AWR repayment or any disputes that arise between individual members. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

Utilization of AWR's should in no way effect the member's obligation for maintaining required certifications, attend necessary department training or affect the member's ability to maintain a skill level competency needed for performance of their assigned duties.

2. Gender:

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

**Terms referenced and not defined in the MOU will adhere to City policy.*

ARTICLE 1 RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of "Meet and Confer" and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:

Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as unit members.

- B. Employee representatives will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.

- C. Employee representatives who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the employees in the unit fairly and equally without regard to whether or not an employee is a member of the Employee Organization. An unrepresented employee can object to or decline Association representation if he or she desires.
- C. The Union will communicate with Human Resources to ensure that members are signed up for the PEHP prior to the member's first paycheck following the completion of original probation.

Section 1.3 Membership Dues Deductions

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this Memorandum of Understanding to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend union payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.

Article 2 Management Rights

Section 2.1 Management Rights

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this Memorandum for the term of the memorandum. The provisions in the Ordinance dealing with management rights are reincorporated fully here by reference.

ARTICLE 3
PROHIBITION OF STRIKES AND WORK INTERRUPTIONS

Section 3.1 No Strike, No Lock-Out

Strikes, lock outs and related employment actions as defined in the Ordinance are prohibited and shall be subject to discipline as specified in the Ordinance.

ARTICLE 4
EMPLOYEE COMPENSATION & HOURS OF WORK

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. The Attachment lists the hourly base rate of pay, excluding any specialty pay and stipends, for each step and for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps
- a. Upon successful completion of original probationary period (their performance review Meets Standards) the unit member will receive a merit increase to step two on the first full pay period following the completion of original probation.
 - b. Lateral unrepresented probationary hires that are on original probation as of July 1 of the new fiscal year will be placed in the plan in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period (their performance review Meets Standards) the employee will receive a one-step merit increase on the first pay period following completion of probation.
 - c. When represented members are promoted they will be placed in the nearest step in the new position without loss plus one step, if necessary, to receive a minimum of a 4% increase. Upon successful completion of probation, said employee will receive a one-step merit increase in accordance with the values of the step system table.
 - d. For Fiscal Year 2023 and Fiscal year 2024, the wage plan represented in Attachment A will be followed. Represented employees will be eligible for a one step merit increase effective in the first pay period of the new fiscal year provided their performance rating is satisfactory ("meets standards") and funding is available and authorized by the City Council.
 - e. For Fiscal year 2023 and Fiscal year 2024, the following wage plan will be followed:
 - The proposal reflects a total of 6.25% from a step increase and market adjustment for FY 23 and FY 24 per step for firefighters 1-7, and a 6.75% increase moving from step 7 to step 8. A firefighter would receive a 2.75% increase at step 8.

- The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Engineers.
 - The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Captains.
- C. While the Avondale Professional Firefighters Association (APFFA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member's years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members within the base wage rate plan.

Section 4.2 Regular Hourly Rate

A unit member's base pay plus any specialty pay that may apply and is the rate used for the purpose of computing overtime, pension contributions, and short-term disability as required by law.

Section 4.3 Specialty Pay

Unit members who are specially certified to perform special skills in their job, such as paramedic and technical rescue, are compensated as follows:

Paramedic	July 1, 2022	July 1, 2023
	\$2.50	\$2.60
Technical Rescue	\$1.00 per hour	

Bi-Lingual Level III Pay: Bilingual pay to be paid hourly at a rate of \$0.95 per hour.

Section 4.4 Set Work Schedule

City Government reserves the right to establish work periods for sworn firefighters. The City has established a 14-day work period for unit members working 24 or 48 hours shifts commonly called a 56-hour work week. The set schedule of duty hours for unit members consists of rotating 48 hours on duty and 96 off duty, resulting in three different work periods which consists of 96 hours for period 1, 120 hours for period 2, and 120 hours for period 3.

Section 4.5 Overtime

Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that unit members working the 24 or 48 hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.

Vacation, Sick Leave, Short Term Disability Leave, Military Leave, Civic Duty and Bereavement Leave hours taken in a 14-day work period shall not count as hours worked for the purposes of overtime except when the hours taken are needed to fulfill the employee's 120 hour work period.

The special work periods and overtime rules are only for employees who meet the statutory definition of "employees in fire protection activities", who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City's fire department.

Section 4.6 Call-Back

- A. Definition: "Callback" means when a unit member has left the work site and is requested to respond, (either by returning to work or via telephone/computer) to a work situation to:
 - a. Avoid significant service disruption;
 - b. Avoid placing employees or the public in unsafe situations;
 - c. Protect and/or provide emergency services to people, property and/or equipment;
 - d. Respond to emergencies;
 - e. For administrative purposes.
- B. Callback Pay Rate
 - a. When a unit member is called back to work after employee has completed the employee's regular work schedule and has left the premises or post of duty, the unit member shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular or base rate of pay, whichever is greater.

Section 4.7 Move-Up Pay

A unit member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. To be eligible for Move-Up positions and Move-Up Pay, the member must have successfully completed the department's Move-Up requirements within department policy for the position and maintain certification by completing the required continuing training requirements. The unit member will be paid an additional amount of their regular hourly rate of pay for time spent in a Move-Up capacity in accordance with the chart below.

Move up pay percentage of increase to hourly rate will be determined by the member's rank and the position they are filling, according to the following table:

Rank	Assignment	Increase
Firefighter	Engineer	5%
Firefighter	Captain	10%
Engineer	Captain	5%
Captain	Battalion Chief	5%

If any unit member is placed on administrative leave or medical leave while in a Move-Up Pay capacity, the unit member shall not receive the Move-Up Pay until they are approved to return to full-duty status and resume the duties of the assigned position, if a need still remains.

Section 4.8 56 to 40-Hour Positions

A unit member assigned to a 40-hour position for one year or less will not have his or her leave accruals adjusted and will not be granted a Holiday Bank. Vacation and sick leave accruals will remain at the 56 hour accrual rate, which includes holiday leave. This unit member will be treated as if he or she was still on the 56 hour schedule. Vacation and sick leave will be charged using the 1.4 conversion (1.4 hours charged for each 1.0 hour used).

A unit member assigned to a 40-hour position for more than one year will be assigned an appropriate Holiday Bank. The unit member's vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage will be charged as actual hours used. Unit members leave balances will not be adjusted during moves to and from 40-hour positions.

A unit member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:

56 to 40 hour conversion factor:

1. 56 base hourly rate minus any specialty pay (if applicable)
2. Base hourly rate X conversion factor of 1.4375
3. Add back in assignment differential pay (10% BLS or 12% ALS)
4. Add back \$1.00 for TRT pay if applicable
5. Add back in adjustment for paramedic pay if applicable of \$2.40

40 to 56 hour conversion factor:

The conversion of 40 to 56 hour will be accomplished by placing the unit member in their appropriate step and restoring their specialty pays and 56-hour leave accrual rates.

Section 4.9 On Call Status

A. A 40 hour employee on call-out status will be compensated at two (2) dollars per hour. These hours begin after the completion of the employee's scheduled workday and continue until resuming work the following workday.

a. Reporting Pay

If a 40 hour employee on call-out status is requested to and does report to work at the designated work location in a timely fashion but no work is available upon arrival, that employee will be paid a minimum of two (2) hours at their regular hourly rate and sent home.

- b. Time Worked
Employees will not receive "call-out" pay for time worked.
- c. Overtime
Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- d. No Call-Out Pay
Employees will not receive call-out pay when they are:
 - On vacation leave
 - On sick leave
 - On Administrative Leave
 - Receiving short-term disability benefits
 - Receiving worker's compensation benefits
 - On bereavement leave
 - On an approved leave of absence
 - Not available to work
 - Restricted to light duty
 - Restricted from performing specific work activities

B. Criteria

Criteria for call-out pay status must meet the following:

- a. Thoroughly check the working status of the pager or cell phone before "call-out" status begins and maintains it in operational mode at all times;
- b. When notified by pager must respond and arrive at work within one (1) hour or less;
- c. Must arrive fully capable of performing the functions of the job;
- d. If an employee does not meet the criteria as defined above, he/she will forfeit the "call-out" pay from the time of the first attempt to contact him/her to the end of the "call-out" period.
- e. Each employee will be responsible for completing a time sheet card documenting each time he/she is on "call" and forward to his/her supervisor to approve the "call-out" time. Time sheet cards must be submitted to the supervisor by Monday morning of each week.

**ARTICLE 5
ABSENT WITH RELIEF**

Section 5.1 Absent With Relief

"Absent with Relief" (AWR's/shift trades) is the practice of individual member's working another individual member's scheduled shift. Absence with Relief (AWR's/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee

Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. S207\(p\)\(3\)](#).

The city is not responsible for AWR repayment or any disputes that arise between individual members. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

Utilization of AWR's should in no way effect the member's obligation for maintaining required certifications, attend necessary department training or affect the member's ability to maintain a skill level competency needed for performance of their assigned duties.

The maximum number of AWR's per APFFA member per fiscal year is 60.

ARTICLE 6 EXISTING BENEFITS

Section 6.1 Existing Benefits

Health Care Benefits are excluded by the Ordinance from negotiations. However, such benefits will be provided to Firefighters identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

ARTICLE 7 FISCAL CRISIS

Section 7.1 Fiscal Crisis

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.
- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting Firefighters Employee Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of unit members' length of active career service in the Fire Department. Any unit member affected by layoff through no fault of his/her own will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new represented employees are hired, as long as the returning unit member meets minimum job classification requirements at time of re-hire.

ARTICLE 8 BENEFITS

Section 8.1 - Sick Leave

Sick leave is an approved period of absence granted to an employee due to:

1. Illness, injury or other medical condition which renders the employee unable to perform the essential duties of the position;
2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.

Unit members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.

When unit member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit members will be compensated upon resignation 33.3% of accrued sick leave paid at the member's regular hourly rate of pay.

Section 8.2 - Sick Leave Conversion

Any unit member who has accumulated over 672 hours of sick leave can exchange three hours of sick leave for one hour of vacation leave to coincide with MOU Section 8.5 Vacation sell back policy dates.

Section 8.3 - Sick Leave Pay Out for Retirement

Unit members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 10 years of continuous service with the City who take a medical retirement due to duty-related injury will receive 100% of the member's accrued sick leave up to 500 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the member's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.4 - Vacation Accruals

Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:

0 to 1.99 years	9.92 hours per pay period
2 to 4.99 years	11.00 hours per pay period
5 to 9.99 years	12.28 hours per pay period
10 to 14.99 years	13.57 hours per pay period
15+ years	14.44 hours per pay period

Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 392 hours. Vacation leave accumulated in excess of 392 hours as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorizes an exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

Section 8.5 - Vacation Sell Back

Unit members are permitted to sell back vacation at the member's regular hourly rate of pay once annually. Members desiring to sell back vacation must submit the appropriate form by the first administrative work day of October. Vacation sell back checks will be issued by the second pay period in December. Eligible employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. The department director will determine if their department is able to financially support the request. If the department's budget only can support a limited number of employees to receive the sell back; the department director will use seniority to determine their approval or denial of the request for sell back of vacation and finally submitted to Human Resources/Payroll for final approval and payment.

A unit member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a unit member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.

The maximum number of vacation sell-back hours per APFFA member per fiscal year is 375.

Section 8.6 Vacation Leave Payout

Unit members who terminate their employment with the City will be entitled to compensation for their earned and unused vacation leave at their regular rate of pay.

Section 8.7 Deferred Compensation Plans

Deferred Contribution Plans

- A. The City of Avondale shall contribute an amount of \$20.00 per pay period to each employee's 457 Defined Contribution Pension Plan. In order to receive a \$20 per pay period contribution from the City of Avondale, the employee is required to make a minimum of \$20 per pay period contribution to the plan.
- B. At the employee's separation, exiting the Deferred Retirement Options Program, or not making the minimum \$20 contribution, the City of Avondale's contribution will cease.

Section 8.8 Post-Retirement Health Plan (PEHP)

- A. The City of Avondale ("City") agrees to facilitate eligible Bargaining Unit ("Unit") employees' participation in the Post-Retirement Health Plan (PEHP). **The plan shall be funded solely with mandatory eligible Unit employees' contributions.** The parties hereto designate Nationwide Retirement Solutions (NRS) to act as plan administrator for the plan. The eligible Unit employee shall not be entitled to receive such PEHP contribution in form of pay or any other benefit. The City shall remit the mandatory Unit employee contributions directly to the Unit employees' Nationwide Retirement Solutions (PEHP) Plan. The City is not responsible to address any questions, concerns or issues **post deposit** with the PEHP benefit plans and will refer any and all employee inquiries to NRS for review and resolution.
- B. For the term of this agreement, the City shall facilitate the mandatory eligible Unit employee contribution by transferring 1.5% of the eligible employee gross salary, per pay period to said (PEHP) Plan. Upon termination of employment, Unit employees will be entitled to direct the City to pay accrued sick leave and accrued vacation pay into their PEHP NRS Account. The maximum amount of accrued sick leave and vacation leave eligible for such directed payment into the PEHP is as follows:
- a. **Accrued Sick Leave for** Unit employees terminating employment pre-retirement: Payment into the PEHP will be a maximum of 33.3% of accrued sick leave at the employee's current hourly rate.
 - b. **Accrued Sick Leave for Unit employees retiring:** Payment into the PEHP will be made pursuant to Section 8.3 Sick Leave Pay Out for Retirement.
 - c. **Accrued Vacation Leave** payment into the PEHP for a Unit employee's accrued vacation leave will be as directed by each terminating Unit employee up to their maximum accrued vacation leave. The City of Avondale shall have no obligation to contribute any **employer funds** to the PEHP now or in the future.
- C. The City of Avondale shall have no obligation to review or approve investment options for the PEHP and individual Unit employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.
- D. The City of Avondale shall have no obligation or related liability to review or approve the fees charged by NRS (or any other Nationwide Company) to individual employees. Members of the Unit shall review any fees charged by NRS (or any other Nationwide Company) to determine whether they are fair, reasonable and appropriate.
- E. The City of Avondale shall have no obligation or related liability in connection with the establishment and operation of the PEHP and related voluntary employees beneficiary association (VEBA). The Unit shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
- F. Nothing in this contract shall be construed as obligating the City of Avondale to assume responsibility or pay for retiree health coverage for Unit or any other employees of the City. The City of Avondale expressly disclaims any such obligation.
- G. The City assumes no liability on account of any action taken in connection with this contract. The Unit agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the Unit's participation in the PEHP and related VEBA.

Section 8.9 Other Leaves

A. Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. Unit members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit members receive 11 hours of bereavement leave for the unit member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the employees set schedule.

B. Military Leave

Unit members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The unit member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the unit member will receive paid military leave not to exceed 420 hours in any two consecutive years.

C. Civic Duty Leave

A unit member shall receive civic duty leave with pay while serving as a juror, complying with a subpoena, and voting. Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty.

D. General Election Day

The bi-annual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote as set forth in ARIZ. REV. STAT. § 16-402, as amended. Arrangements must be made with the supervisor prior to general Election Day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

E. Appearance as a Witness

A unit member who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with paid civic duty leave unless the testimony or evidence to be given relates to the employee's own personal business.

F. Jury and Witness Fees

Unit members who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any payment received to the City Finance and Budget Department, except for mileage allowance or meals.

Section 8.10 Non-hazardous Duty for Pregnancy

- A. The City will offer non-hazardous duty for pregnancy from the time the pregnant unit member provides written notification from a health care provider of the pregnancy. The written notification will be provided to the Human Resources Department. At the pregnant unit member's request or at the direction of her attending health care provider, the affected pregnant unit member will be placed on non-hazardous duty. The pregnant unit member will be on non-hazardous duty from the time of her acceptance of such duty until maternity leave begins.

- B. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department then the Human Resources Department will provide the pregnant unit member with a non-hazardous duty assignment within the City.
- C. The pregnant unit member shall be paid at their conversion pay rate for hours worked in a forty hour work week subject to the 56 to 40 conversion factor in Section 4.10 at the beginning of a pay period. When an employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56 hour) and non-suppression (40 hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a unit member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the unit member returns to work without limitation she will be paid at the 40 to 56 conversion factor starting at the beginning of a pay period.
- D. Definition and Examples of Hazardous Duty:
- a. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
 - b. Examples of Hazardous Duty (this list is not all inclusive):
 - Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke, (toxicity)
 - Biological Hazard (Air or Blood borne Pathogens)
 - Equipment, axes, chainsaws, ladders, etc. (machinery safety)
 - Exposure to treacherous environments that could cause falls, trips and slips
 - Traffic Hazards
 - Heat Related Illness, (from firefighter gear; can be excessively hot and heavy)
 - Falling objects (Walls and ceilings giving way)
 - Performing Continuous Cardio Pulmonary Resuscitation (CCPR)
 - Psychological Hazards (traumatic and stressful events)
 - Charged Hoses
 - Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
 - Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

SECTION 8.11 HOLIDAY PAY

- A. If a unit member works on a city designated holiday (in accordance with AP-42 holiday schedule), the unit member shall receive 11.25 hours of holiday pay at his or her regular hourly rate. Holiday hours shall not be calculated as hours worked for the purposes of calculating overtime.
- B. If the city adds an additional holiday, the unit member shall receive the eight (8) hour holiday hours multiplied by 1.4 which equals 11.2 (1.4 x 8 = 11.2) hours added to their vacation bank.

ARTICLE 9
MEDICAL AND PHYSICAL FITNESS EXAMINATIONS

Section 9.1 Fitness Examinations

- A. During the term of this Memorandum of Understanding the Fire Department will provide members a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.
- B. If during the mandatory annual physical exam and testing, a unit member is restricted from full duty for further evaluation, the unit member will be offered the option of working light duty or using sick leave until returned to full duty. The unit member must be cleared for the light duty assignment by the physician. The Chief shall consult with Human Resources to determine the applicability of the light duty assignment. If the assessment concludes that the unit member is not qualified to perform the essential functions of his/her job, the Chief shall consult with Human Resources to determine the applicability of the Family Medical Leave Act and/or American with Disabilities Act.

Section 9.2 Records Storage

The tiered health assessment results are for the unit members' benefit and cannot be used for any other purposes. The Employee Involvement Process may continue to discuss this tool. Details of the medical examination will be considered confidential and will not be released to the Fire Department without the express written approval of the patient. The Fire Department will not intimidate, threaten, or take any disciplinary action against a unit member who refuses to release his medical records. This prohibition does not apply to the Medical Physical Fitness Examination summary report or the information required by the Retirement Board.

ARTICLE 10
UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

Employees will be paid \$500.00 for uniform allowance, (2) times a year. \$500.00 will be paid by the second pay period in July and by the second pay period in December each fiscal year. Clothing Damaged while on duty will be replaced on a one for one basis.

ARTICLE 11
PRODUCTIVITY PAY

Section 11.1 Productivity Pay

The completed years of service will be measured as of December 1 of calendar year. Productivity Pay will be paid by the second pay period of December for each year. See attachment B.

ARTICLE 12
LABOR MANAGEMENT COMMITTEE
Employee Involvement Process (EIP)

Section 12.1 Purpose and Governance of Committee

There shall be an internal Fire Department Labor Management Committee established with five elected executive board members from the IAFF, Local 3924 and five administrative members appointed by the Fire Chief. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems. The Fire Labor Management Committee is not an arm of the City Council, nor a public body or committee created by the City Council and shall not report to the City Council.

The Labor/Management Committee will operate from the "Avondale Fire & Medical Labor/Management Process" DRAFT document that was revised on 11/12/19. A mutual agreement will be reached between the APFFA and the Fire Chief on any changes to the DRAFT version. The Labor/Management Committee will meet at mutually scheduled times monthly.

Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

Section 12.2 Retreat Funds

Funds for the annual EIP labor/management retreat (\$9,594) and the awards banquet (\$6,000) are in the Fire Department budget. Funds can only be re-allocated by mutual agreement of APFFA Local's President and Fire Chief. No other City department will be allowed to use these funds.

Expenditure of City funds for these functions shall not exceed \$9,594 for the annual labor management retreat and \$6,000 for the annual award banquet unless approved through the City's budget supplemental request process.

ARTICLE 13
HUMAN RESOURCES LIAISON

Section 13.1 Human Resources Liaison

The Human Resources Department will endeavor to train its employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.

As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager's Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

ARTICLE 14 CLARIFICATION

Section 14.1 Clarification

In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined in Article 14, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

ARTICLE 15 PROCEDURE FOR ALLEGED BREACH OF MOU

Section 15.1 Procedure

- A. Before initiating the appeal process, a unit member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be submitted within seven (7) calendar days of the unit member learning of the breach and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the local union will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

ARTICLE 16
SAVINGS CLAUSE

Section 16.1 Savings

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 17
TERM AND EFFECT

Section 17.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2022 and remain in full force and effect until midnight June 30, 2024, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 17.2 Conflict

In the event there is a conflict, priority shall be given in the following order: the Ordinance, the Memorandum, the Personnel Rules, and Fire Department Operating Procedures.

Section 17.3 Agreement and Reopener

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened, with the exception of conditions outlined in Article 7 Fiscal Crisis.

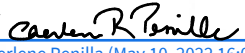
IN WITNESS WHEREOF, the parties have set their hand this 21st day of March, 2022.

CITY OF AVONDALE

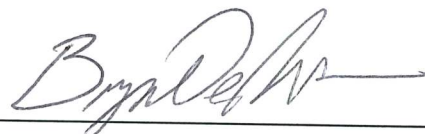
AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

By:

By:


Cherlene Penilla (May 10, 2022 16:04 PDT)

CHERLENE PENILLA, Acting City Manager


BRYAN DEPAUW, President

ATTEST:



MARCELLA CARILLO, City Clerk



ATTACHMENT A

Wage Tables

Fiscal Years 2023 - 2024
(07/01/2022 - 06/30/2024)

Firefighter				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$17.74		1	\$18.14
2	\$18.46		2	\$18.88
3	\$19.19		3	\$19.62
4	\$19.96		4	\$20.41
5	\$20.77		5	\$21.38
6	\$21.61		6	\$22.10
7	\$22.46		7	\$22.97
8	\$23.48		8	\$24.13
Fire Engineer				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$25.32		1	\$25.70
2	\$26.34		2	\$26.74
3	\$27.39		3	\$27.80
4	\$28.49		4	\$28.92
Fire Captain				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$29.92		1	\$30.37
2	\$31.12		2	\$31.59
3	\$32.37		3	\$32.86
4	\$33.66		4	\$34.16

ATTACHMENT B

Productivity Pay Table

Fiscal Years 2023 - 2024

(07/01/2022 - 06/30/2024)

Years of Service (Completed by Dec. 1)	Dollar Amount
10	\$1,000.00
11	\$1,250.00
12	\$1,250.00
13	\$1,500.00
14	\$1,500.00
15	\$1,750.00
16	\$1,750.00
17	\$1,750.00
18	\$2,000.00
19	\$2,000.00
20+	\$2,400.00

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3924
(July 2022 through June 2024)**

THIS FIRST AMENDMENT TO THE JULY 2022 TO JUNE 2024 MEMORANDUM OF UNDERSTANDING (this “First Amendment”) is entered into as of May 16, 2023, between the City of Avondale, an Arizona municipal corporation (the “City”), and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 (the “Association” or “Employee Organization”).

RECITALS

A. The City and the Employee Organization entered into the July 2022 to June 2024 Memorandum of Understanding (“MOU”), setting out the parties’ agreement concerning wages, hours, and benefits of certain employees in the positions of Firefighter, Fire Engineer, and Fire Captain (the “Represented Employees”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the MOU.

B. The MOU, Article 4 (Employee Compensation & Hours of Work), Section 4.1 (Base Rate of Pay) and Attachment A (Wage Tables) outlines the base rate of pay for each step and each position covered by the MOU.

C. In Fiscal Year 2023, Avondale City Council instructed City staff to conduct a class and compensation study.

D. The City contracted with Logic Compensation Group, LLC to conduct the class and compensation study and the study was completed in March 2023.

E. The class and compensation study indicated that the negotiated hourly rate of pay for Avondale Fire and Medical Employees in the position of Firefighter, Fire Engineer, and Fire Captain were below current market payrates.

D. The City and the Employee Organization desire to enter this First Amendment to reflect the new hourly rate for Firefighters, Fire Engineers, and Fire Captains at each step as set forth in the Amended Attachment A.

AGREEMENT

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

1. The MOU Article 4 Section 4.1 subsection B(e) is deleted in its entirety.
2. The MOU, Attachment A (Wage Tables) is deleted in its entirety and replaced with the Amended Attachment A (2023 Updated Wage Tables). The Amended Attachment A reflects the changes to the hourly pay rate for each position at each step.
3. Effective Date of Pay Rate Change. This First Amendment to the MOU and the amended pay rates set forth in the Amended Attachment A is effective as of June 26, 2023.
4. Effect of Amendment. In all other respects, the MOU is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the MOU shall remain in full force and effect.
5. Non-Default. By executing this First Amendment, the Employee Organization affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the MOU and (ii) any and all claims, known and unknown, relating to the MOU and existing on or before the date of this First Amendment are forever waived.
6. Conflict of Interest. This First Amendment and the MOU may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

CITY OF AVONDALE,
An Arizona municipal corporation

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

Ron Corbin, City Manager

Ryan Tussing, President

ATTEST:

Marcella Carrillo, City Clerk

AMENDED ATTACHMENT A

2023 Updated Wage Tables

Fiscal Years 2022 – 2024
(07/01/2022 -06/30/2024)

Firefighter

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>
1	\$17.74
2	\$18.46
3	\$19.19
4	\$19.96
5	\$20.77
6	\$21.61
7	\$22.46
8	\$23.48

<i>Steps</i>	<i>Hourly Rate</i>
1	\$18.50
2	\$19.26
3	\$20.01
4	\$20.81
5	\$21.81
6	\$22.55
7	\$23.43
8	\$24.63

Fire Engineer

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>
1	\$25.32
2	\$26.34
3	\$27.39
4	\$28.49

<i>Steps</i>	<i>Hourly Rate</i>
1	\$26.08
2	\$27.13
3	\$28.21
4	\$29.34

Fire Captain

July 1, 2022-June 25, 2023

June 26, 2023-June 30, 2024

<i>Steps</i>	<i>Hourly Rate</i>
1	\$29.92
2	\$31.12
3	\$32.37
4	\$33.66

<i>Steps</i>	<i>Hourly Rate</i>
1	\$30.82
2	\$32.05
3	\$33.24
4	\$34.67

CITY COUNCIL REPORT

SUBJECT: Update on Park Development and Improvement Projects

MEETING DATE: 5/15/2023

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities – The projects all provide new or enhanced parks, recreation and facilities with exciting new recreation opportunities benefiting residents across the city.
 - Natural Resources and Open Spaces – The parks projects are helping to add open space and recreation throughout the city and make parks accessible to all residents.
-

PURPOSE:

Parks and Recreation staff will present an update on park development and improvement projects. This item is for discussion only.

BACKGROUND:

Parks and Recreation currently has several projects in various stages of design and development. All projects are in the 5-year Capital Improvement Plan (CIP). Staff will provide an update on five key projects in the next year and one associated with a federal grant conversion.

DISCUSSION:

Mountain View Community Center Renovations

- The project is currently under construction with a tentative completion date of August 3rd.
- Project Budget - \$4,048,000

Civic Center Park Development

- Construction documents (CDs) are 100% complete and permitted. Funding for construction is included in the FY24 budget.
- Awaiting approval from the National Park Service (NPS) via Arizona State Parks & Trails (ASP&T) to advance as part of the Land and Water Conservation Fund (LWCF) conversion of the former Coldwater Park.

- Project Budget - \$3,932,000

Sand Volleyball Complex Development

- Construction documents (CDs) are 100% complete and permitted. Funding for construction is included in the FY24 budget.
- The project was awarded a grant of \$164,500 from the Arizona Sports and Tourism Authority.
- Project Budget - \$2,859,000

Mountain View Park Improvements

- The project is focusing on the northwest corner of the park (former water storage tank site). Picnic ramadas, restrooms, and a plaza are planned for the area, along with replacement of the playground.
- The park was initially developed with a LWCF grant in 1970.
- CDs are at 90% complete and undergoing review in Engineering Services.
- Project Budget - \$1,110,000

DeConcini Park Improvements

- The project is focusing on updating existing amenities, including picnic ramadas, a playground, and an irrigation system. New amenities include sidewalk connectivity to meet ADA compliance, as well as some minor recreational amenities yet to be finalized.
- The project also includes acquisition of a parcel from Roosevelt Irrigation District (RID) and amending the lease with Boys and Girls Clubs of the Valley to address shared parking use and maintenance, as well as improvements adjacent to their facility.
- CDs are at 60% complete and undergoing review in Engineering Services.
- Project Budget - \$1,200,000

Donatela Park Development

- The initial citizen survey was conducted in 2022. Two conceptual designs were developed. Funding for additional public input and the next phase of design development is included in the FY24 budget.
- Awaiting approval from the National Park Service (NPS) via Arizona State Parks & Trails (ASP&T) to advance as part of the Land and Water Conservation Fund (LWCF) conversion of the former Coldwater Park.
- Project Budget - \$5,060,000

BUDGET IMPACT:

The projects are all included in either the FY23 budget or FY24 budget, depending on the status of the project. All projects are in the 5-year Capital Improvement Plan (CIP). Ongoing operating and maintenance costs have been included in FY24 budgets or beyond.

RECOMMENDATION:

Not applicable

Contact person for document distribution: