



City of Avondale
City Council Meeting
Monday, August 21, 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, August 21, 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 INTRODUCTIONS & ANNOUNCEMENTS (DISCUSSION ONLY)

Development Services Department

- Cole Hunger, Planner
- Sylvia Willem Marcor, Planner

Finance and Budget Department

- Christina Baker, Senior Budget Analyst
- Elizabeth Villegas, Revenue Analyst
- Monique Torres, Senior Customer Service Representative
- Vianca Garcia, Customer Service Representative

Information Technology Department

- William Kellens, GIS Technician

Police Department

- Al Bates, Assistant Chief (Promotion)
- Manny Rios, Lieutenant (Promotion)
- William Penny, Sergeant (Promotion)

3. POLICE DEPARTMENT RECOGNITION - LIFE SAVING AWARDS

Police Chief Espinoza will recognize the following:

- Resident Jason Cotton and Officers Monarrez and Cirrito for their service in rescuing a resident who had fallen into a canal. The resident was under water and not returning to the surface.
- Police Officer Robert Simington for his life-saving assistance to a child who nearly drowned.

4. 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 July 10, 2023 City Council meeting minutes. The Council will take appropriate action.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - MACAYO'S MEXICAN FOOD

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Navayogasingam Thuraisingam for the sale of alcohol at Macayo's Mexican Food located at 10220 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. ADMINISTRATIVE AWARDED AUTHORITY FOR HOMELESS SERVICES FISCAL YEAR 2024 OPERATING BUDGET

City Council will consider a request to amend the Administrative Awarding Authority for the full budget allocated to the Homeless Services Division and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1045-0823 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - EXPANSION OF HOMELESS SERVICES

City Council will consider a request to adopt Resolution 1045-0823, approving an Intergovernmental Agreement with the Maricopa County Human Services Department for a grant in the amount of \$262,500 for the expansion of homeless services in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

- e. **RESOLUTION 1046-0823 - INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION, ESTRELLA HIGH SCHOOL - SCHOOL RESOURCE OFFICER (SRO)**
City Council will consider a request to adopt Resolution 1046-0823, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- f. **RESOLUTION 1047-0823 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #214, LA JOYA/WESTVIEW - SCHOOL RESOURCE OFFICER (SRO)**
City Council will consider a request to adopt Resolution 1047-0823, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. **RESOLUTION 1048-0823 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #214, WEST POINT - SCHOOL RESOURCE OFFICER (SRO)**
City Council will consider a request to adopt Resolution 1048-0823, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- h. **RESOLUTION 1049-0823 – INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 - SCHOOL RESOURCE OFFICER (SRO)**
City Council will consider a request to adopt Resolution 1049-0823, authorizing an Intergovernmental Agreement with Agua Fria High School District #216 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- i. **RESOLUTION 1050-0823 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT PASS-THRU**
City Council will consider a request to adopt Resolution 1050-0823, approving an Intergovernmental Agreement with the City of Phoenix, for a Federal Transit Administration grant pass-thru agreement for microtransit services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- j. **ORDINANCE 2047-0823 – ACCEPTANCE OF A DECLARATION OF PUBLIC ACCESS EASEMENT FROM BROOKFIELD LAKIN, LLC**
City Council will consider a request to adopt Ordinance 2047-0823 authorizing acceptance of a Declaration of Public Access Easement from Brookfield Lakin, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- k. **ORDINANCE 2048-0823 – AMENDING ORDINANCE 2063-1122 FOR THE ACQUISITION OF REAL PROPERTY LOCATED EAST OF AGUA FRIA RIVER CHANNEL IMMEDIATELY SOUTH OF INTERSTATE 10 AND WEST OF 127TH AVENUE**
City Council will consider a request to adopt Ordinance 2048-0823 amending Ordinance 2063-1122 correcting the legal description by increasing the square footage of the fee acquisition of real property and to include a permanent easement and a temporary construction easement for public use located along the east bank of the Aqua Fria River channel immediately south of Interstate 10 and west of 127th Avenue and assigned Assessor's Parcel Number 500-02-096 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

I. ORDINANCE 2049-0823 - AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TOTALING APPROXIMATELY 8.9 ACRES LOCATED ON THE NORTHEAST CORNER OF VAN BUREN ST. AND AVONDALE BLVD

City Council will consider a request to adopt Ordinance 2049-0823, authorizing the sale of certain real property totaling approximately 8.9 acres located at the northeast corner of Van Buren St. and Avondale Blvd., Avondale, Arizona Assessor Parcel Number 102-57-270, approve a budget transfer from Unanticipated Revenue to the General Fund for real estate transaction costs, and authorize the Mayor and City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. ORDINANCE 2050-0823 - AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TOTALING APPROXIMATELY 2.5 ACRES LOCATED AT THE NORTHEAST CORNER OF AVONDALE BLVD AND THE BLVD

City Council will consider a request to adopt Ordinance 2050-0823, authorizing the sale of certain real property totaling approximately 2.5 acres located at the northeast corner of Avondale Blvd and The Blvd, Avondale, Arizona Assessor Parcel number 102-57-262, approve a budget transfer from Unanticipated Revenue to the General Fund for the real estate transaction costs, and authorize the Mayor and City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. ORDINANCE 2051-0823 – GRANTING OF AN IRRIGATION EASEMENT FOR INFRASTRUCTURE TO THE ROOSEVELT IRRIGATION DISTRICT

City Council will consider a request to adopt Ordinance 2051-0823 authorizing the granting of an irrigation easement to the 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.

o. ORDINANCE 2052-0823 – GRANTING OF AN IRRIGATION EASEMENT TO THE ROOSEVELT IRRIGATION DISTRICT

City Council will consider a request to adopt Ordinance 2052-0823 authorizing the granting of an irrigation easement to the 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.

p. ORDINANCE 2053-0823 – ACCEPTANCE OF DECLARATION OF PUBLIC ACCESS EASEMENT FROM ALAMAR COMMUNITY ASSOCIATION, INC.

City Council will consider a request to adopt Ordinance 2053-0823 authorizing acceptance of a Declaration of Public Access Easement from Alamar Community Association, Inc., and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. ORDINANCE 2054-0823 – BROADWAY ROAD RIGHT-OF-WAY ABANDONMENT

City Council will consider a request to adopt Ordinance 2054-0823 authorizing the abandonment of Broadway Road right-of-way generally located west of Dysart Road and east of Litchfield Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. ASCENT AVONDALE RE-PLAT – APPLICATION PL-23-0140 - VAN BUREN STREET AND FAIRWAY DRIVE

City Council will consider a request by Brad Richardson, Ascent Companies, for approval of a Re-Plat of a site located at the southwest corner of Van Buren Street and Fairway Drive and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Re-Plat combines two (2) parcels into one (1) parcel with a lot size of approximately 14.2 acres and dedicates varying widths of right-of-way along Fairway Drive. The Council will take appropriate action.

s. RESOLUTION 1051-0823 – SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1051-0823 approving the Second Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2024 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2055-0823 - ZONING ORDINANCE TEXT AMENDMENT PL-23-0072

City Council will hold a public hearing, consider a staff-initiated request for text amendments to adopt Ordinance 2055-0823, Zoning Ordinance Text Amendment PL-23-0072, modifying definitions in the Zoning Ordinance, providing procedures for various group type residences and changing the land use matrix, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS
(5 Minutes)

6. 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 video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

THROUGH: Cherlene Penilla, Assistant City Manager

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

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 July 10, 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
July 10, 2023

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 6:00 p.m.

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

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

Members Absent (Excused): Council Members Veronica Malone and Gloria Solorio.

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; Barbara Copping, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources 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 fifteen members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Jeff Uber, resident, expressed his appreciation to all of Avondale first responders, Police Department, and Police Chief for their work in Old Town Avondale.

3. PRESENTATION ITEM

a. PROCLAMATION – PARK AND RECREATION MONTH

The Mayor and City Council read a proclamation recognizing July 2023, as Park and Recreation Month. This item was for discussion only.

b. EMPLOYEE ANNOUNCEMENT - DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM

City Council recognized Cheryl Covert, Assistant Director of Economic Development and Tourism, who recently earned the designation of Certified Economic Developer (CEcD). This item was for discussion only.

4. CONSENT AGENDA

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

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

Upon vote, the motion carried unanimously 5 to 0.

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

a. MINUTES

City Council approved the June 5, 2023 City Council meeting minutes.

b. FINAL PLAT FOR TRACT MM, FULTON HOMES ACCLAIM – PHASE 1A – APPLICATION PL-22-0250 - NORTHWEST CORNER OF 99TH AVENUE AND THOMAS ROAD

City Council approved a request by G Garrett of EPS Group, Inc., on behalf of the property owner Fulton Homes Acclaim Community Association, for approval of a Re-Plat of Tract MM, which dedicates an additional 4 feet of right-of-way along Thomas Road, to create 5 feet of right-of-way, as a part of a previously platted 1.82 acres of undeveloped land and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

c. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR QUICK STOP SHOP

City Council recommended approval to the Arizona Department of Liquor License and Control of a Series 10 (Beer and Wine store) Liquor License submitted by Jeffrey Craig Miller for the sale of beer and wine at Quick Stop Shop located at 127 West Main Street and authorized the City Clerk to execute the necessary documents.

d. RESOLUTION 1042-0723- INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE AVONDALE RESOURCE CENTER

City Council adopted Resolution 1042-0723, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing Business as First Things First to receive \$250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2023-2024 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1043-0723- CANVASS OF ELECTION, PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL FIRE BOARD ELECTION

City Council adopted Resolution 1043-0723, declaring and adopting the results of the June 15, 2023 Local Board Election, electing Westley Tank as a Board Member to the Public Safety Personnel Retirement System Fire Board and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1044-0723- INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT FOR LIBRARY ASSISTANCE PROGRAM

City Council adopted Resolution 1044-0723, approving the Intergovernmental Agreement with the Maricopa County Library District for the Library Assistance Program and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2045-0723- FOURTH AMENDMENT TO THE OFFICE LEASE AGREEMENT WITH PHOENIX SPEEDWAY

City Council adopted Ordinance 2045-0723, approving the Fourth Amendment to the Office Lease Agreement with Phoenix Speedway, LLC and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2046-0723- FRANCIS AND SONS EXPRESS CAR WASH REZONE APPLICATION PL-22-0308

City Council held a public hearing and considered a request to adopt Ordinance 2046-0723, a request by Mr. Brian Greathouse of Burch & Cracchiolo, on behalf of property owner F&S Oil III, LLC to rezone approximately 1.29 acres of land located approximately 288 feet west of the southwest corner of McDowell Road and 107th Avenue from Freeway Commercial (C-3) to a Planned Area Development (PAD) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Michelle Simerdla, Senior Planner with Development Services, stated the purpose of the agenda item is to review a proposed rezone, conduct a public hearing, and act on the item. The site is located just west of the southwest corner of McDowell Road and 107th Avenue. It is approximately 1.29 acres and it was annexed in 2003. Surrounding uses were reviewed.

The General Plan designation is Freeway Commercial, which is a category that allows for a broad range of non-residential uses. The site was part of a larger rezoning in 2022, when it was rezoned from AG to C-3. The site is surrounded by C-3 and Planned Area Development (PAD) zoning districts. The request is to rezone the site from Freeway Commercial to PAD that allows for C-2 uses with the addition of permitting a self-service car wash without approval of a Conditional Use Permit. A car wash is planned for the site that has a conveyor style washing tunnel where customers will remain in their vehicle through the car wash process which is about 5 minutes starting at automated pay stations and exiting to the north of the building. It also includes self-vacuuming and cleaning areas with the hours of operation being daily from 7 am to 9 pm.

The conceptual plan and building elevations were reviewed. The proposed zoning of PAD and the requested uses align with the Freeway Commercial General Plan designation. The project does further goals in the General Plan and Freeway Corridor Specific Plan which includes prioritizing the City's appearance from the I-10 Freeway. The project is compatible with surrounding land uses and provides an adequate buffer to the closest residential properties.

The project will generate traffic that is consistent with the uses in the area and the site does have sufficient access on McDowell Road. The C-2 uses, and the proposed self-service car wash use is appropriate for the site. The project will meet the C-2 Community Commercial development standards.

All required notifications were completed for the project. The neighborhood meeting was held online on May 18th on Zoom with zero attendees aside from the applicant's team, City Staff, and 1 Council Member. There was 1 comment in support of the project on the City's Avondale Connect platform and no additional comments or questions. The Planning Commission voted 4-0 on June 21st to recommend approval of the rezoning.

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

Mayor Weise spoke on his experience with cars playing loud music and how the facilities ask the customers to lower their music.

Council Member Conde moved to adopt Ordinance 2046-0723, approving Application PL-22-0308 Francis and Sons Car Wash, a request to rezone approximately 1.29 acres of land located approximately 288 feet west of the southwest corner of McDowell Road and 107th Avenue from Freeway Commercial (C-3) to a Planned Area Development (PAD), subject to 5 recommended conditions of approval as listed in the staff report; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

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

Conditions of Approval: 1. Development shall generally conform to the Francis and Sons Car Wash PAD Narrative electronically date stamped 05/03/2023 except as modified by these conditions; 2. Vacuum canopies shall not be constructed adjacent to McDowell Road and no appurtenances shall be visible above the proposed screen wall adjacent to McDowell Road; 3. In accordance with the applicant's Sound Exhibit (Exhibit I) dated February 6, 2023, exterior noise levels from activities inside the car wash building during hours of operations shall not exceed a maximum of sixty (60) dBA, as measured at the McDowell Road property line directly adjacent to the car wash; 4. Administrative approval of a Site Plan and Design Review application is required prior to issuance of a building permit; and 5. All remaining off-site improvements shall be completed prior to the issuance of a Certificate of Occupancy.

b. QUARTERLY BUDGET TRANSFERS

City Council considered requests to: (a) approve quarterly budget transfers as summarized in the attached Exhibit A; (b) amend awarding authority based off the attached report; and (c) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Renee Weatherless, Director of Finance & Budget, presented the following quarterly budget transfers:

Fire and Medical Department

During the budget process for fiscal year 2023, it was identified that the way the salaries were calculated was incorrect, so staff were aware that the personnel budget was going to be underbudgeted by \$1.6 million. Due to vacancy and other savings, this full amount would not be needed, and staff would bring it back for a budget request. This amount was included in the projections; however, staff failed to communicate this to City Council.

Public Art

The budget was not created with the knowledge of transferring the responsibility from the Marketing & Public Relations Department to the Parks and Recreation Department; therefore, the budget request is to transfer the funds from one department to another.

Mountain View Community Center

Some of the funds were allocated from the parking lot to the building during the budget discussions; however, it was later determined that additional work needs to be completed. Staff are requesting \$235 thousand for additional work related to drainage, removal/replacing parking, new curb/gutters, and better circulation. The total project will be a total of \$4,283,000 with a transfer from savings in the Recharge Park design project.

Dysart Road Sewer – Riley to Corral

First, the request includes a correction of the total project budgeted on the CIP recommendation report that was included within the fiscal year 2024 adopted budget package. The fiscal year 2024 budget book will reflect a revised total project budget of \$5,133,000. Second, the request includes additional funding of \$500,000 for unforeseen soil conditions. A budget transfer is being requested from projected savings in the Dysart Road Sewer – Corral to Lower Budget Road project.

Vice Mayor Pineda moved to: (a) approve quarterly budget transfers as summarized in the attached Exhibit A; (b) amend awarding authority based off the attached report; and (c) authorize the Mayor or City Manager and City Clerk to execute the necessary documents; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

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

6. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 5 to 0.

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

Meeting adjourned at 6:41 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 Regular Meeting of the Council of the City of Avondale held on the 10th day of July 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

Exhibit A: Quarterly Budget Transfer Schedule - July 10, 2023

FY2023

Transfer	From Account	From Account Name	To Account	To Account Name	Amount
(a)	10190000-99000	General Fund - Contingency	10134100-50000	General Fund -Fire and Medical - Salaries	720,000

FY2024

Transfer	From Account	From Project/Fund	To Account	To Project/Fund/Dept	Amount
(b)	20717020-Various	Public Arts - Marketing and Public Relations - Various	20755003-Various	Public Arts - Parks and Recreation - Various	582,400
(c)	11055900-80000-P0015	Recharge Park Design	11055900-83000-P0032	Mountain View Community Center	235,000
(d)	54170900-86000-U0044	Dysart Road Sewer Replacement - Corral to Lower Buckeye	54170900-86000-U0045	Dysart Road Sewer Replacement - Riley to Corral	500,000

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Macayo's Mexican Food

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Navayogasingam Thuraisingam for the sale of alcohol at Macayo's Mexican Food located at 10220 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Macayo's Mexican Food is a new business located at 10220 West McDowell Road #160 in Avondale. This site was the former home to Native Grill and Wings in the Gateway Pavilions Shopping Center. The center is located at the northeast corner of 103rd Avenue and McDowell Road. Suite #160 is at the western end of the property, near the Harkins Theater.

The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.

Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from schools or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The

Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Navayogasingam Thuraisingam for the sale of alcohol at Macayo's Mexican Food located at 10220 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 07/10/2023 @ 09:48:19 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MACAYO'S MEXICAN FOOD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	10220 W MCDOWELL ROAD # 160 AVONDALE, AZ 85323 USA		
Mailing Address:	[REDACTED] USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	NAVAYOGASINGAM THURAISSINGAM
Gender:	Male
Correspondence Address:	[REDACTED] USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	[REDACTED]

OWNER

Name:	KIND MACAYO LLC		
Contact Name:	NAVAYOGASINGAM THURAISSINGAM		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1912344	State of Incorporation:	AZ
Incorporation Date:	10/23/2018		
Correspondence Address:	[REDACTED] USA		
Phone:	[REDACTED]		
Alt. Phone:			
Email:	[REDACTED]		

Officers / Stockholders

Name:
LETIVA SINGAM TRUST
KIND HOSPITALITY II LLC

Title:
Member
Manager-LLC

% Interest:
100.00
0.00

KIND MACAYO LLC - Manager-LLC

Name: KIND HOSPITALITY II LLC
Contact Name: NAVAYOGASINGAM THURAI SINGAM
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23312727 State of Incorporation: AZ
Incorporation Date: 12/27/2021
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

KIND HOSPITALITY II LLC - Manager-LLC

Name: KIND HOSPITALITY INC
Contact Name: NAVAYOGASINGAM THURAI SINGAM
Type: CORPORATION
AZ CC File Number: F07765323 State of Incorporation: DE
Incorporation Date: 05/07/1996
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

KIND HOSPITALITY II LLC - Member KIND MACAYO LLC - Member

Name: LETIVA SINGAM TRUST
Contact Name: NAVAYOGASINGAM THURAI SINGAM
Type: TRUST
AZ CC File Number: [REDACTED] State of Incorporation: [REDACTED]
Incorporation Date: [REDACTED]
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

KIND HOSPITALITY INC - President

Name: NAVAYOGASINGAM THURAI SINGAM
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

LETIVA SINGAM TRUST - TRUSTEE LETIVA SINGAM TRUST - TRUSTEE

Name: ARYANNA DEVI THURAI SINGAM
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: DEREK TODD BOETTCHER
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: KIND HOSPITALITY II LLC
Contact Name: NAVAYOGASINGAM THURAI SINGAM
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23312727 State of Incorporation: AZ
Incorporation Date: 12/27/2021
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 251333
Application Type: New Application
Created Date: 07/07/2023



QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LEASE PAID IN FULL
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
9/1/2023
- 9) What type of business will this license be used for?
FULL SERVICE RESTAURANT



the first 1000 cases of AIDS in the United States. The CDC estimates that 100,000 people are infected with HIV each year, and that 10,000 people die of AIDS each year. The CDC also estimates that 100,000 people are infected with HIV each year, and that 10,000 people die of AIDS each year.



A101

09-7-14-26

KIND MACAYO, LLC

KIND HOSPITALITY II, LLC
MANAGER 0%

LETIVA SINGAM TRUST
MEMBER 100%

KIND HOSPITALITY, INC.
MANAGER 0%

LETIVA SINGAM TRUST
TRUSTEE 100%

ARYANNA DEVI THURASINGAM
TRUSTEE

NAVAYOGASINGAM THRUASINGAM
DIRECTOR 100%

ARYANNA DEVI THURASINGAM
TRUSTEE

23 JUL 7 14:14 PM 3 58



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

1. Name of restaurant (Please print): **MACAYO'S MEXICAN FOOD**

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - **NO ATTACHMENTS**

Grill	Bakers Pride BPHCB-36I
Oven	Lincoln Oven 1180-2V
Freezer	N/A
Refrigerator	Nor-Lake Walk in
Sink	Stainless Steel
Dish Washing Facilities	Noble Warewashing double rack WF-II-NO 115/1
Food Preparation Counter (Dimensions)	2.6' x 9'
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) **45** %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) **10** %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [**105**]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [**+ 32**]

TOTAL [**= 137**]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

6 TV'S

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	16
Bartenders	10
Hostesses	10
Managers	5
Servers	35
Other (BUSSER)	8
Other (DISHWASHER)	5
Other ()	

I, (Print Full Name) NAVAYOGASINGAM THURAISSINGAM, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

MACAYO'S MEXICAN FOOD

1. Name of restaurant (Please print):
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

23 JUL 7 14 PM '22

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

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13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) NAVAYOGASINGAM THURASINGAM, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

For The Table

Macayo's Famous Cheese Crisp 8.99
Toasted flour tortilla, layers of melted cheese
Green Chile Roasted Green Chiles 9.59

Homemade Guacamole 10.29
Fresh avocado, serranos, red onions, lime juice, cilantro.
Topped with queso fresco and Pico de Gallo

Spinach con Queso
Creamy cheese dip, Baja sauce, spinach, Pico de Gallo
Cup 6.29 • Bowl 10.29

Carne Asada Fries 10.59
Hand-cut French fries topped with Grilled Angus Steak,
mixed cheese, sour cream, guacamole & Pico de Gallo

Mexican Corn 6.49
Roasted corn served off the cob, topped with
queso fresco, mayo crema & Pepe's Picante Salsa

Green Corn Tamale Bites 8.29
Bite-sized green corn tamales, battered &
deep fried, served with our famous Baja sauce

ENSALADAS

Served with your choice of dressing
Ranch • Cilantro Ranch • Cilantro Lime • Italian

Harvest Chopped Salad 11.99 ‡
Fire-roasted poblano chile, red bell pepper, grilled corn,
black beans, Mexican cheese & diced avocado on
romaine lettuce & shredded cabbage
Grilled Chicken +3.99
Grilled Angus Steak or Grilled Shrimp +4.59

Fiesta Salad 11.99 ‡
Fresh greens, black beans, mixed cheese,
Pico de Gallo, served in a taco shell
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Fajita Bowl ‡
Fajita vegetables, rice, refried beans, mixed cheese, guacamole,
sour cream & Pico de Gallo
Grilled Chicken 12.99 or Grilled Angus Steak 13.59

Chipotle BBQ Chicken Salad 13.99
Chipotle BBQ grilled chicken, fresh greens, Pico de Gallo,
black beans, Jack cheese

SOPA

Tortilla Soup
Chicken, fresh avocado, rich broth, tortilla strips, mixed cheese
Cup 5.29 • Bowl 7.79

LADOS

0.99 Pico de Gallo • Tomatillo Salsa • Picante Salsa
1.99 Sour Cream • Mixed Cheese
3.29 Refried Beans • Black Beans • Mexican Rice
Guacamole • Baja Sauce • Calabacitas

Platos Pequeños

Red Corn Chicken Taquitos 11.59
Shredded chicken wrapped in our signature red chile corn
tortillas topped with Baja sauce, Jack cheese, Pico de Gallo

Mini Chimichangas 11.59
Bite-sized beef or chicken chimis served with sour cream,
guacamole, mixed cheese, Pico de Gallo

Flauta de Mexico 10.99
Shredded beef flautas topped with sour cream, guacamole,
mixed cheese, Pico de Gallo

Combo Plate 13.99
The perfect sampler plate! Chicken Mini Chimis, Beef Mini
Chimis, Red Corn Chicken Taquitos, Green Corn Tamale Bites,
Spinach con Queso

Nachos Supreme 14.99
House chips, shredded beef or shredded chicken,
mixed cheese, sour cream, guacamole, refried beans,
tomatoes, jalapeños upon request

TACOS

Served on warm corn tortillas with
rice & refried beans. Soft Calabacitas +0.59.
Tomatillo salsa or Picante salsa available upon request

Grilled Tacos ‡ †
Grilled Chicken 14.59 or Grilled Angus Steak 15.59,
topped with shredded cabbage & Pico de Gallo

Seasonal Fish Tacos 15.59
Choice of marinated, grilled fish or lightly battered
fish topped with chipotle crema, shredded cabbage
& Pico de Gallo

Grilled Shrimp Tacos 15.59
Marinated, grilled shrimp topped with chipotle crema,
shredded cabbage & Pico de Gallo

Veggie Tacos 12.99
Black beans, calabacitas, Jack cheese,
spinach, guacamole

MEX-N-MATCH

1 Item & 1 Side 10.49 or 2 Sides 12.49
2 Items & 1 Side 14.49 or 2 Sides 15.49

Tacos: Shredded Beef • Shredded Chicken
Ground Beef • Carnitas

Enchiladas: Cheese • Shredded Beef
Shredded Chicken • Carnitas • Baja Spinach

Tostadas: Refried Beans • Black Beans • Guacamole
Shredded Beef & Bean • Shredded Chicken & Bean

Burros: Bean & Cheese
Shredded Beef • Ground Beef • Shredded Chicken
Carnitas • Red Chile • Green Chile Pork Stew

Sides: Rice • Refried Beans • Black Beans
Calabacitas • Cup of Tortilla Soup

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⇒ Fajitas ⇐

Fajitas de Macayo ‡ †

Vegetables 13.99 • Chicken 17.99 • Steak or Shrimp 19.99

With fresh vegetables, sour cream, guacamole,
Pico de Gallo, refried beans

Fajita Quesadilla ‡ †

Grilled Chicken 14.99 • Grilled Angus Steak 15.99

Grilled flour tortilla, fresh vegetables, mixed cheese,
guacamole, sour cream, rice & refried beans

Enchiladas

Rolled in corn tortillas, served with rice and black beans

Verde Shrimp Enchiladas 16.99

Sautéed shrimp with green chiles and onions topped
with fire-roasted Tomatillo sauce and Jack cheese

Baja Verde Carnitas Enchiladas 15.99

Carnitas topped with fire-roasted Tomatillo sauce,
Baja sauce and Jack cheese

Sonoran Enchilada Trio 17.29

Beef enchilada with Tomatillo sauce • Chicken enchilada
with Baja sauce • Cheese enchilada with red sauce

Veggie Enchiladas 12.99

Calabacitas, spinach & black beans topped with fire-roasted
Tomatillo salsa, sour cream & Jack cheese

ESPECIALES de Macayo

Tres Rellenos 17.29

3 roasted Anaheim chiles, mixed cheese with red enchilada
sauce, carnitas with fire-roasted Tomatillo salsa, shredded
chicken with Baja sauce with rice and black beans

Carnitas Dinner 16.99

Pork carnitas, sour cream, rice, refried beans,
Pico de Gallo, flour tortillas

Chicken Poblano 15.99

Lightly breaded Poblano chile stuffed with
shredded chicken, served with Baja sauce, red enchilada sauce,
Jack cheese, tomatoes, rice and refried beans

Tamale Dinner*

One Tamale 12.59 • Two Tamales 14.99

Beef or green corn tamale, rice, refried beans, choice of red,
Tomatillo sauce or Baja sauce

Hand-Dipped Relleno

Our original recipe, prepared fresh every day!

One Relleno 13.99 • Two Rellenos 15.99

Jack cheese stuffed in an Anaheim chile,
battered & hand-dipped, rice, refried beans, fire-roasted
Tomatillo or Relleno sauce

Award
Winning!

Green Chile Pork Stew 11.99

Pork sirloin, fire-roasted poblano chile, tomatillo, jalapeño,
onion & cilantro. Topped with shredded cabbage &
Pico de Gallo. Served with black beans & warm flour tortillas

Celebrate
National
Chimi Day
September
26th!

Macayo's Original

CHIMICHANGA

Legend has it our founder invented the chimichanga back in 1946!

Chimi de Macayo: Shredded beef, chicken or carnitas in a crispy flour tortilla, smothered in zesty Relleno sauce,
topped with sour cream, mixed cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Baja Chimi: Zesty Relleno sauce, topped with our famous Baja sauce, Jack cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Grande Dinner or Baja Grande Dinner: With Everything: Rice, refried beans & guacamole 16.99

Carne Asada Chimi: Grilled Angus Steak in a crispy flour tortilla, smothered in Spinach con Queso,
topped with Pico de Gallo, with rice & refried beans 17.99 ‡ †

BURROS

California Burro 10.99

Mexican rice, refried beans, sour cream, guacamole,
mixed cheese, lettuce & tomatoes wrapped in a flour tortilla.
Served with a side of Pico de Gallo
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Green Chile Pork or Red Chile Burro 12.99

Green chile pork or red chile wrapped in a warm
flour tortilla, served with rice and refried beans.

Pollo Blanco Burro 12.99

Shredded chicken, rice, black beans & Baja sauce wrapped
in a flour tortilla. Served with fire-roasted Tomatillo salsa.

Baja Burro

Shredded Chicken 14.59 or Shredded Beef 15.79
Wrapped in a flour tortilla, deep fried, smothered in our famous
Baja sauce & Jack cheese. Served with rice and refried beans

Carne Asada Burro 16.99 ‡ †

Grilled Angus Steak, Pico de Gallo, mixed cheese
wrapped in a flour tortilla. Served with rice & refried beans
Guac & Sour Cream inside +1.49 each

DESSERT

Macayo's Fried Ice Cream 6.99

Crispy coated vanilla ice cream, honey.
Chocolate Fudge or Strawberries + 0.99

Enchiladas Dulces 6.99

Diced apples & cream cheese wrapped in a flour tortilla,
lightly fried, coated in cinnamon & sugar. Served with vanilla
ice cream, chocolate sauce & homemade Mexican caramel

Flan 5.99

Served in a mason jar, Mexican caramel,
whipped cream & Mexican cookie

Chocolate Mini Chimis 6.99

Bite-size chocolate chimis, served with vanilla ice cream
& chocolate fudge drizzle

Sopapillas 5.29

Topped with powdered sugar. Honey on the side

Churros 5.29

Original or Caramel filled, choice of dipping sauce
Add a scoop of ice cream +0.99

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Handcrafted COCKTAILS

Mule-Jito 9.99

Homitos Plata, Licor 43, Coconut Water, Ginger Beer, Freshly Squeezed Lime Juice, Mint

Tennessee Iced Tea 8.75

Jack Daniels, Freshly Brewed Iced Tea, House Made Sweet & Sour, Peach

Tito's Sunshine 8.79

Tito's Handmade Vodka, Chambord, House Made Sweet & Sour, Fresh Lemon

Red Sangria

Merlot, Don O Pasion Rum, Chambord, Orange Juice
Glass 8 • Carafe 28

White Sangria

SeaGlass Sauvignon Blanc, Don O Pasion Rum,
Bols Peach, Orange Juice
Glass 8 • Carafe 28

Specialty MARGARITAS

Cucumber Cilantro Margarita 9.99

Herradura Silver, Bols Triple Sec, House Made Sweet & Sour,
Fresh Cucumber, Cilantro & Jalapeño

Paloma 8.99

Corazon Blanco, Bols Elderflower, Agave, Freshly Squeezed
Lime Juice, Jarritos Grapefruit Soda

Wildberry Margarita 9.49

Served Frozen, 1800 Reposado, Bols Elderflower, Strawberry,
Blackberry, Raspberry

MACAYO Favorites

Texas Margarita 10.29

1800 Reposado, Grand Marnier, Orange Juice

Arizona Sunset Margarita 9.99

Espolon Reposado, Cointreau, Bols Peach, Cranberry Juice

Prickly Pear Margarita 8.99

El Jimador Reposado, Bols Triple Sec, Desert Pear

MARGARITA Classics

Perfect Patrón Margarita 10.59

Hand Shaken Table Side, Patrón Silver, Patrón Citronge Lime, House
Made Sweet & Sour

Grand Margarita 10.29

Cabo Wabo Blanco, House Made Sweet & Sour, Grand Marnier Float

Margarita Flight

Pick Any Four 9.99

House • Apple • Mango • Peach • Prickly Pear
Raspberry • Strawberry • Wildberry



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TEQUILAS

1800 Reposado

Aged for 6 months in American & French oak barrels
Buttery caramel notes with mild spices

Cabo Wabo Blanco

Unaged • Made with full on agave you can taste, enough spice to hold a kick

Corazon Blanco

Unaged • Clean, clear, crisp and smooth to the finish

El Jimador Reposado

Aged a minimum of 2 months • Rich combination of spice, fruit, wood, vanilla & subtle roasted hazelnuts

Espolon Reposado

Aged 3 to 5 months • Rested in new American oak barrels

Herradura Silver

Aged 45 days in oak barrels • Sweet agave, mellowed slightly by woody notes of the oak barrel

Herradura Reposado

Aged 11 months in wood barrels • Vanilla and butter are subtly noted with sweet, cooked agave

Herradura Añejo

Aged 24 months • Smooth with cooked agave and dried fruit and a smooth creamy finish

Hornitos Plata

Unaged • Clean, lively flavor with floral and herbal notes

Patrón Silver

Handmade, immediately bottled • Smooth, sweet taste with a light pepper finish

Bob & Cha Cha

Margarita de Macayo with Mug 11.99

Bob or Cha Cha Mug 9.99

Margarita de Macayo Refill 4.99

Add Any Flavor +0.89

Strawberry • Raspberry • Mango • Peach • Prickly Pear • Wildberry
Limit two discounts/refills per guest



CERVEZAS

Import Bottle 4.75 • Draft 4.95

Corona • Corona Light • Dos XX Ambar • Dos XX Lager
Modelo Especial • Negra Modelo • Pacifico • Tecate • Tecate Light

Domestic Bottle 3.95 • Draft 4.95

Bud Light • Blue Moon • Coors Light • Michelob Ultra
Miller Lite • St. Pauli NA

Craft 4.95 Varies by Location

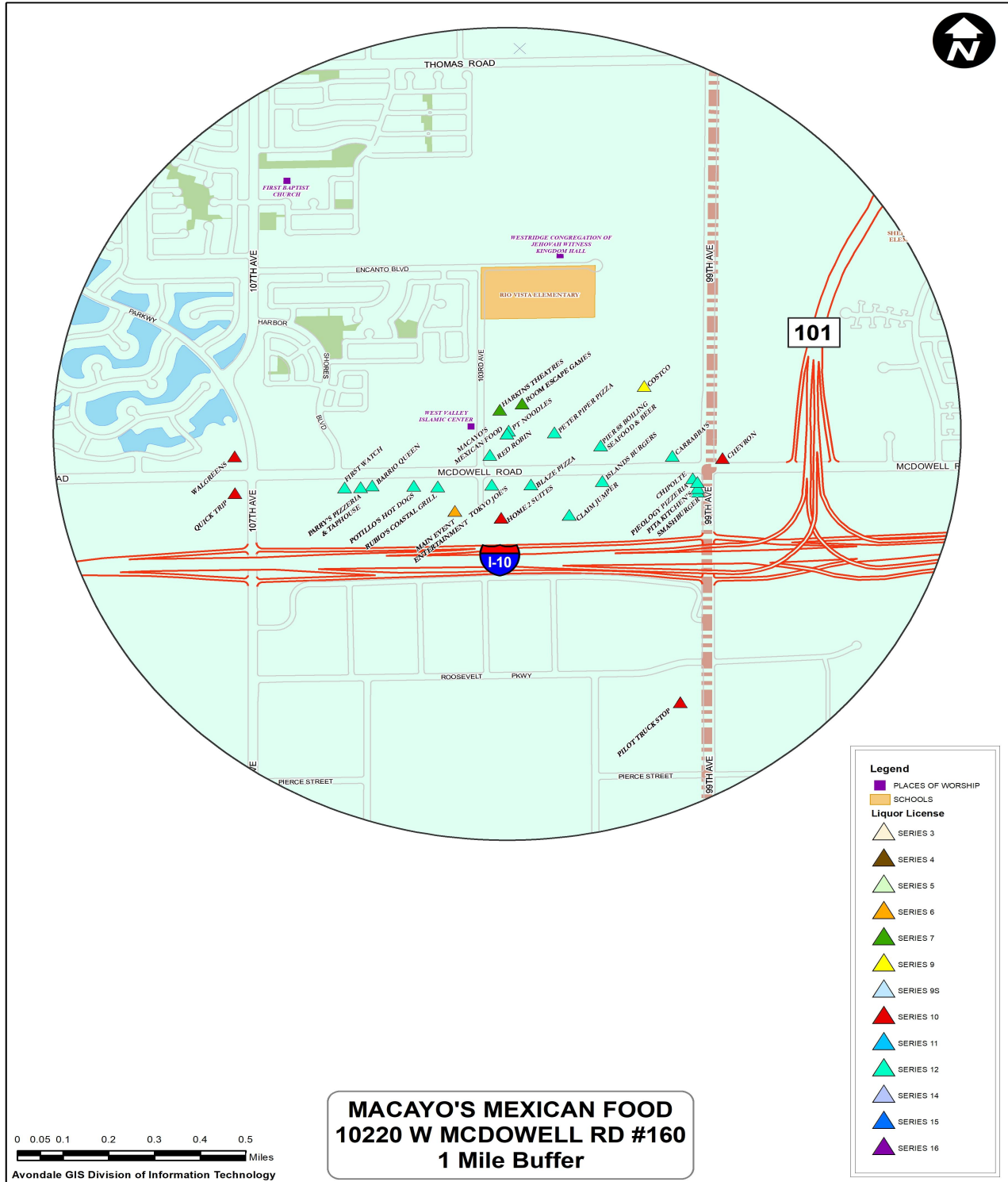
WINES

By the Glass 8.50

Hess Shinnick Creek Chardonnay Monterey, CA
SeaGlass Sauvignon Blanc Santa Barbara County
SeaGlass Cabernet Santa Barbara County

23 JUL 7 12PM '08

GIS MAP



LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	Navayogasingam Thuraisingam
Business Name	Macayo's Mexican Food
Business Address	10220 W McDowell Rd #160
Department Comments	
This site was the former home to Native Grill and Wings in the Gateway Pavilions Shopping Center. The center is located at the northeast corner of 103rd Avenue and McDowell Road. Suite #160 is on the western end of the property, near the Harkins Theater. The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	_____ Title
Marcella Carrillo _____ Name	Jul 17, 2023 _____ Date

This license is scheduled for the City Council Meeting on: August 28, 2023

Please complete form by: August 14, 2023

LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	Navayogasingam Thuraisingam
Business Name	Macayo's Mexican Food
Business Address	10220 W McDowell Rd #160
Department Comments	
All Business license requirements have been met.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u><i>Audrey Tijerina</i></u> Audrey Tijerina (Jul 17, 2023 16:51 PDT)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Jul 17, 2023</u>
Name	Date

This license is scheduled for the City Council Meeting on: August 28, 2023

Please complete form by: August 14, 2023

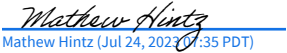
LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	Navayogasingam Thuraisingam
Business Name	Macayo's Mexican Food
Business Address	10220 W McDowell Rd #160
Department Comments	
No comments	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Jason Napier</u> Jason Napier (Jul 18, 2023 07:49 PDT)	Fire Marshal
E-Signature	Title
Jason Napier	Jul 18, 2023
Name	Date

This license is scheduled for the City Council Meeting on: **August 28, 2023**

Please complete form by: **August 14, 2023**

LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	Navayogasingam Thuraisingam
Business Name	Macayo's Mexican Food
Business Address	10220 W McDowell Rd #160
Department Comments	
There is no historical information in the Avondale Police Database that would prevent any of the applicants from obtaining an approved liquor license (restaurant) in accordance with Title 4 of Arizona Revised Statutes.	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 Mathew Hintz (Jul 24, 2023 1:35 PDT) E-Signature	Police Lieutenant Title
Mathew Hintz Name	Jul 24, 2023 Date

This license is scheduled for the City Council Meeting on: **August 28, 2023**

Please complete form by: **August 14, 2023**

CITY COUNCIL REPORT

SUBJECT: Administrative Awarding Authority for Homeless Services Fiscal Year 2024 Operating Budget

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. This request will allow continuation and expansion of essential services including development of a City Strategic Homelessness Resolution Plan.

PURPOSE:

City Council will consider a request to amend the Administrative Awarding Authority for the full budget allocated to the Homeless Services Division and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Administrative Award Authority for Homelessness Outreach Services was set at \$115,000 in the FY2024 budget. However, initiatives such as strategic plan development, diversion, and temporary shelter require the need to increase the award authority to the full budgeted amount of \$327,200.

DISCUSSION:

Approval of the amended Administrative Award items does not increase the department's operating budget, only the ability to spend up to approved limits on defined services within the approved budget.

BUDGET IMPACT:

This action has no net impact on the overall budget.

RECOMMENDATION:

Staff recommends City Council amend the Administrative Awarding Authority for the full budget allocated for Homelessness Outreach Services of \$327,200 for FY2024 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:

CITY COUNCIL REPORT

SUBJECT: Resolution 1045-0823 - Intergovernmental Agreement with Maricopa County Human Services Department - Expansion of Homeless Services

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Christopher Lopez, Director of Neighborhood and Family Services

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

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

STRATEGIC PLAN:

Public Health and Safety - By providing critical shelter, outreach, case management, and flex funding services for individuals and families experiencing homelessness.

PURPOSE:

City Council will consider a request to adopt Resolution 1045-0823, approving an Intergovernmental Agreement with the Maricopa County Human Services Department for a grant in the amount of \$262,500 for the expansion of homeless services in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

BACKGROUND:

On June 17, 2019, Council approved a Resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to provide funding to address the issue of homelessness in our community.

On July 1, 2019, Council approved a Resolution authorizing a First Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to modify the program budget and enhance the delivery of eviction prevention services and the continued provision of services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

On July 27, 2020, the City Council approved a Resolution authorizing a Second Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2020 and June 30, 2021.

On June 21, 2021, the City Council approved a Resolution authorizing a Third Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2021 and June 30, 2022.

On July 11, 2022, the City Council approved a Resolution authorizing a Fourth Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2022 and June 30, 2023.

DISCUSSION:

Staff seek to enter into a new agreement with the Maricopa County Human Services Department that will provide important funding for the City's work to serve those experiencing homelessness and expand services specifically for families experiencing homelessness. The funding provided by the Maricopa County Human Services Department will allow the City of Avondale - Neighborhood and Family Services Department to continue and expand the following elements of homeless services:

- Case Worker - Maricopa County will continue to provide funds in the amount of \$25,000 a year for fiscal years 2024 and 2025 to support a full-time case worker for the Interfaith Homeless Emergency Lodging Program (IHELP) operated in the City of Avondale by Lutheran Social Services.
- Family Housing Support Navigator Services - Maricopa County will provide \$62,500 for fiscal year 2024 and \$10,500 for fiscal year 2025 for full-time Family Housing Support Navigator services operated by A New Leaf.

In addition, the funding will allow the City of Avondale - Neighborhood and Family Services Department to expand services by offering the following elements:

- Homeless Navigation Services - Maricopa County will increase funds to the amount of \$64,500 a year for fiscal years 2024 and 2025 for Phoenix Rescue Mission (PRM) to provide a dedicated Outreach Team in Avondale to operate expanded hours. Funding will allow for PRM to add an additional outreach position to ensure outreach in the early morning and early evening hours.
- Flex Funding- Maricopa County will provide \$10,500 for fiscal year 2024 to support individuals or families to eliminate barriers to obtaining housing. Funding in this initiative may be used for an exhaustive list of items including security deposits, personal items needed to obtain or sustain housing, temporary hotel stays, moving and storage costs, legal fees related to items affecting the ability to gain housing, and vehicle or transportation costs to prevent loss of employment. Homeless Services staff will develop a standard process for community members to access these funds. Priority for Flex Funds will be given to individuals and families sleeping outdoors and not in a shelter.

The County shall provide funding to the City of Avondale for service delivery. The funding for services shall be on a reimbursement basis to the City.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY24 is \$162,500 to provide emergency shelter services, outreach, flex funding, and case management to people and families experiencing homelessness in Avondale. The total funding provided by Maricopa County for FY25 is \$100,000 to provide emergency shelter services, outreach, and case management to people and families experiencing homelessness in Avondale. No match is required. This item was not included in the FY2024 adopted budget and appropriation for this IGA will be transferred from the unanticipated revenue line item.

RECOMMENDATION:

Staff recommend that Council approve a resolution authorizing the City to enter into a new Intergovernmental Agreement with Maricopa County Human Services Department in the amount of \$262,500 to expand homelessness services in Avondale.

Contact person for document distribution: Brian Planty, Homeless Services Manager

RESOLUTION NO. 1045-0823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE THE CITY WITH AMERICAN RESCUE PLAN ACT FUNDS FOR THE EXPANSION OF HOMELESS SERVICES.

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

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to provide the City with \$262,500 in American Rescue Plan Act funding for the expansion of homeless 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 take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1045-0823

[Agreement]

See following pages.



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF AVONDALE

Agreement Number: _____
Agreement Amount: \$262,500
Agreement Start Date: August 1, 2023
Agreement Termination Date: June 30, 2025
Unique Entity ID: GDTNM5BLN9Y4

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Avondale ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department, ("Department"), The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement the County seeks to expand homeless services in Avondale. The City shall conduct street outreach to persons experiencing homelessness, and provide shelter, navigation services and flex funds (the "Project"). The County shall provide Subrecipient with American Rescue Plan Act ("ARPA") and Maricopa County General Funds for Project activities. It is anticipated that a minimum of 30 individuals will be provided assistance on a daily basis.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from August 1, 2023, through June 30, 2025.
- 3.2 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through

Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING, INVOICING AND PAYMENT

- 6.1 The County shall provide the Subrecipient with \$200,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury and \$62,500 in Maricopa County General Funds (GF).
- 6.2 Funding expenditures per fiscal year:
 - 6.2.1 FY2024
 - 6.2.1.1 \$25,000 – I-Help Shelter (ARPA)
 - 6.2.1.2 \$64,500 – Street Outreach (ARPA)
 - 6.2.1.3 \$10,500 – Flex Funding (ARPA)
 - 6.2.1.4 \$62,500 – Family Navigation (GF)
 - 6.2.2 FY2025
 - 6.2.2.1 \$25,000 – I-Help Shelter (ARPA)
 - 6.2.2.2 \$64,500 – Street Outreach (ARPA)
 - 6.2.2.3 \$10,500 – Family Navigation (ARPA)

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient shall:
 - 8.1.1 Provide services according to the scope of work, timeline and budget outlined in Exhibit A.

- 8.1.2 Follow programmatic and financial reporting requirements outlined in Exhibit A and use the appropriate templates provided by the County.
- 8.1.3 Allow access for County and its auditors for not less than two (2) calendar years from the date of the report to all records and materials retained by Subrecipient relating to the Program, with such access to be granted during normal business hours on reasonable notice of not less than forty-eight hours.
- 8.1.4 Ensure Subrecipient's and any subcontractors' compliance with federal, state, and County requirements as they relate to the ARPA Fund requirements.
- 8.1.5 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement
- 8.2 The County Shall be responsible for all of the following:
 - 8.2.1 Provide timely payment of subrecipient invoices on a monthly basis.
 - 8.2.2 Respond to questions from the Subrecipient in a timely manner.
 - 8.2.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
 - 8.2.4 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.
 - 8.2.5 Provide Invoice and Program Reporting template to subrecipient.

9.0 COMPENSATION

- 9.1 The Agreement is on a cost reimbursement basis.
- 9.2 Subrecipient shall submit monthly invoices to the County for all costs related to this Project:
 - 9.2.1 By the 15th calendar day of the month after month close out.
 - 9.2.2 For costs incurred for the fiscal year, no later than the 30th of July.
- 9.3 Final Reimbursement Upon Agreement Termination.
 - 9.3.1 The Subrecipient shall submit the final reimbursement request no later than 30 calendar days after the termination date except as noted immediately below:
 - 9.3.1.1 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
 - 9.3.2 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.
 - 9.3.3 Final reimbursement request not received within 45 days following the termination date may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.
- 10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.
- 10.3 The County shall reimburse the Subrecipient on a net 0 payments standard.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations ("C.F.R."), 2 C.F.R. Part 200 Subpart E including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.4 The Parties may terminate this Agreement for convenience upon 30 day's prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
City of Avondale
Neighborhood and Family Services
Brian Planty, Homeless Services Mgr

Maricopa County
Human Services Department
TJ Reed, Homelessness Programs MGR
(602) 317-7056

(623) 333-2783
bplanty@avondaleaz.gov
995 E. Riley Drive
Avondale, AZ 85323

TJ.Reed@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.4 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.
- 17.6 In the event the Subrecipient disagrees with the Director's decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

In any provision of this Agreement is determined to be invalid, void, or illegal by a court, that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502)

(codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by ARPA or the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 PROPERTY

- 22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with the instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property is the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or Subrecipient's subrecipient, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.
- 23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions

occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 26 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrecipient shall provide the County a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as

amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense for related to any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

35.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 36.2 The County shall request information for fiscal monitoring/audit per (OMB) Uniform Guidance 2 C.F.R. § 200, to include as applicable:
 - 36.2.1 Financial Management 2 C.F.R. § 200.302
 - 36.2.2 Internal Controls 2 C.F.R. § 200.303
 - 36.2.3 Bonds 2 C.F.R. § 200.304
 - 36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 36.2.6 Program Income 2 C.F.R. § 200.307
 - 36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 36.2.8 Period of Performance 2 C.F.R. § 200.309
 - 36.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
 - 36.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 36.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 36.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938,

as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

39.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and -2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

42.0 EQUAL EMPLOYMENT OPPORTUNITY

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and

42.3.5 Arizona Executive Order 2009-09, et seq. as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, et seq.

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

- 45.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

46.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and/or documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

- 47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 47.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 47.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

47.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 The Subrecipient and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2.3 and that the Parties agree to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and

49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

52.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 53.3.1 Non-performance of any obligations required by this Agreement.
 - 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 53.3.3 Unauthorized expenditure of funds.
 - 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
 - 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:

- 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
- 53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

54.0 ADMINISTRATIVE REQUIREMENTS

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 54.3.1 Records to be maintained – The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.
 - 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
 - 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such

information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

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

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

55.1.3 any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

56.0 FORCE MAJEURE

56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
THE CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Clink Hickman Date
Chairman of the Board of Supervisors

Attested to:

Attested to:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

City Attorney Date

Kim Miles, Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK

1.0 Project Implementation

1.1 The Subrecipient shall implement street outreach, flex funds, family navigation and shelter (the "Project") to principally serve people experiencing homelessness.

1.2 Street outreach to include:

1.2.1 Collaborate with Homelessness service agencies and other local partners to coordinate services for clients.

1.2.2 Participation in HMIS: The recipient must ensure that data on all persons served, and all activities assisted under this program are entered into HMIS in accordance with the local HMIS standards on data collection. Outreach staff must enter latitude and longitude in HMIS when applicable.

1.2.3 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

1.2.4 Activities designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:

1.2.4.1 Engagement

1.2.4.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

1.2.4.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include

1.2.4.1.3 Eligible costs for these activities include: the cell phone costs of outreach workers during the performance of these activities; The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

1.2.4.2 Case management

- 1.2.4.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.
- 1.2.4.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- 1.2.4.2.3 The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.
- 1.2.4.2.4 These services may be provided to clients staying in shelter via hotel or IHELP within the designated service area.

1.2.4.3 Transportation

- 1.2.4.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.
- 1.2.4.3.2 The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and the travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation

1.3 **Flex funding** to include:

- 1.3.1 Flex funds can be administered with up to \$2,500 per household per year to support individuals or families obtain housing or eliminate barriers to attaining housing.
- 1.3.2 Priority given to clients currently sleeping outdoors and not in shelter
- 1.3.3 The lead entity for administering flex funds must have and share with the County policies, procedures and protocols to ensure funds are provided appropriately.
- 1.3.4 There must be a standard process and/or application for receiving flex funds.

- 1.3.5 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):
 - 1.3.5.1 Hotel stays
 - 1.3.5.2 Personal items needed to obtain or sustain housing (bed, silverware, clothing, etc)
 - 1.3.5.3 Legal fees for prior legal judgements or expunging legal judgements
 - 1.3.5.4 Vehicle repairs to prevent loss of employment
 - 1.3.5.5 Housing search and placement
 - 1.3.5.6 Rental application fees (when charged by the owner to all applicants)
 - 1.3.5.7 Security deposits (no more than two months rent)
 - 1.3.5.8 Rent for the last month of a lease agreement
 - 1.3.5.9 Utility deposits (when required by utility company for all customers)
 - 1.3.5.10 Moving and storage costs for up to three months
 - 1.3.5.11 Service Eligibility
 - 1.3.5.12 Client must be actively experiencing literal homelessness within the designated areas. All clients assisted must have an active entry in HMIS from March 2023 or later.
 - 1.3.5.13 Flexible spending account funds must be for the purpose of clients to obtain or retain housing and/or eliminate barriers in obtaining or retaining housing.
 - 1.3.5.14 Clients must demonstrate that the flexible fund is the option of last resort or meets an immediate need that other funding sources are unable to cover.

1.4 **Shelter and Family Navigation** to include:

- 1.4.1 Establish eligibility and issue a homeless verification letter within 72 hours of entry.
- 1.4.2 All staff funded under this contract are to have the primary goal of supporting clients in exiting shelter to permanent housing. This involves all staff being trained on trauma informed care, motivational interview, and appropriate resources to provide to clients as needed. Make documentation of these trainings available for monitoring.
- 1.4.3 All clients will receive an initial intake with support and resources provided based on their identified needs within the first 24 hours of residency.
- 1.4.4 All clients will have access to AD HOC support services upon request in order to have the tools and resources to resolve their identified needs.
- 1.4.5 Collect and maintain documents for housing readiness and coordination.
- 1.4.6 Facilitate connection to state licensed mental health and chemical dependency treatment program as necessary.
- 1.4.7 Enter client information into Homeless Management Information Systems ("HMIS").
- 1.4.8 Must maintain above 95% occupancy on average.

- 1.4.9 Case managements services will be available to IHELP clients a minimum of 5 nights a week in the first 3 months of operating year 2023-2024.
- 1.4.10 Case management will serve 100% of people in the IHELP program.
- 1.4.11 The Navigator will coordinate services and resources for families. (households with at least one minor dependent) experiencing homelessness in Avondale and the surrounding areas. The Navigator will provide case management for families living in Avondale's Bridge Housing Program (up to 4 families per year), and navigation and housing case management for an additional 55 families per year.
- 1.4.12 All data must be entered into HMIS within 3 days.
- 1.4.13 Must have a data completeness score of 95%.
- 1.4.14 Ensure established Policies and Procedures are in place for service delivery;
- 1.4.15 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures. Subrecipient shall make Policies available for County review at time of monitoring.
- 1.4.16 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incident to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three (3) business days following occurrence.

2.0 Background Checks and Fingerprinting

2.1 Background Checks for Employment Through Central Registry:

- 2.1.1 The Subrecipient shall make available valid Background Check information to County upon request.

2.2 Fingerprinting:

- 2.2.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 2.2.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
- 2.2.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications

regarding pending or past criminal matters, and criminal records checks relate to contract performance.

- 2.2.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

3.0 Outcomes/Performance Measures

3.1 **Street outreach** to include:

- 3.1.1 Number of individuals experiencing homelessness served.
- 3.1.2 Number of individuals receiving navigation services at hotels or shelter
- 3.1.3 95% of clients with complete program data elements entered into HMIS
- 3.1.4 Clients enrolled obtain receipt of outside benefits upon exit such as (SNAP, TANF, AHCCCS, etc.): 40% of with at least one source of outside benefits.
- 3.1.5 40% of clients exiting the program go to positive destinations as recorded in HMIS.
- 3.1.6 66% of clients contacted become engaged in services.
- 3.1.7 Percentage of program participants meeting the Chronic homeless definition is greater than 30%.
- 3.1.8 Establish standard response time with Maricopa County that will be reported monthly and adjusted per stakeholder need and context of service. Response time must be within a maximum of 24 hours.
- 3.1.9 Data completeness and timeliness

3.2 **Flex fund** to include:

- 3.2.1 Number of applications processed
- 3.2.2 Number of people who obtained housing through flex funds
- 3.2.3 Data completeness and timeliness

3.3 **Family Navigation** to include:

3.3.1 Outcomes:

- 3.3.1.1 Number of individuals experiencing homelessness served.
- 3.3.1.2 Known Exit Destinations in HMIS
- 3.3.1.3 HUD defined positive exit destinations
- 3.3.1.4 Data completeness and timeliness

3.3.2 Indicators:

- 3.3.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
- 3.3.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
- 3.3.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
- 3.3.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
- 3.3.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)

- 3.3.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
- 3.3.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)
- 3.3.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
- 3.3.2.9 Fund Utilization: Percentage of funds expended during term of grant.
- 3.3.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
- 3.3.2.11 Intake and Assessment: Median number of days between Single Adult Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
- 3.3.2.12 Case Management: Ratio of available case managers for every program participant.
- 3.3.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
- 3.3.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)" . (APR: 23C)

3.4 **Shelter** to include:

3.4.1 Outcomes:

- 3.4.1.1 Number of individuals experiencing homelessness served.
- 3.4.1.2 Increase known Exit Destinations in HMIS from the previous year
- 3.4.1.3 Increase HUD defined positive exit destinations from the previous year
- 3.4.1.4 Data completeness and timeliness

3.4.2 Indicators:

- 3.4.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
- 3.4.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
- 3.4.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
- 3.4.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
- 3.4.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)
- 3.4.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
- 3.4.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)

- 3.4.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
 - 3.4.2.9 Fund Utilization: Percentage of funds expended during term of grant.
 - 3.4.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
 - 3.4.2.11 Intake and Assessment: Median number of days between Single Adult Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
 - 3.4.2.12 Case Management: Ratio of available case managers for every program participant.
 - 3.4.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
 - 3.4.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)". (APR: 23C)
- 4.0 Reporting Requirements: Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:
 - 4.1 Monthly payment request form for reimbursement using a template provided by the County.
 - 4.2 Program Reports to be sent monthly:
 - 4.2.1 COC APR from HMIS for each program
 - 4.2.2 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
 - 4.3 Provide Quarterly
 - 4.3.1 Report on all indicators
 - 4.3.2 Report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
 - 4.3.3 Share aggregate data at the request of County within 7 days.
- 5.0 Monitoring
 - 5.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
 - 5.2 Subrecipient shall make Policies available for County review at time of monitoring.
 - 5.3 Subrecipient will provide full access, read only, to the Project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is

responsible for notifying HMIS Lead Agency and granting access to the County within 3 business days of monitoring notice.

- 5.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
- 5.5 The County will conduct desk monitoring at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes and requirements described in the scope of work.
- 5.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove or revise reporting requirements at its discretion.

6.0 Budget

FUND SOURCES		
Sources	Total	
Maricopa County – ARPA	\$262,500	

Line Item Expenditures	Total Service Cost	County Costs
IHELP Shelter	\$90,000	\$50,000
PRM Outreach	\$129,000	\$129,000
Flex Funding	\$10,500	\$10,500
Family Navigation	\$125,000	\$73,000
TOTALS:	\$354,500	\$262,500

CITY COUNCIL REPORT

SUBJECT: Resolution 1046-0823 - Intergovernmental Agreement with American Charter Schools Foundation, Estrella High School - School Resource Officer (SRO)

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

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 1046-0823, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has recently partnered with the American Charter Schools Foundation to provide a School Resource Officer for Estrella High School.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Estrella High School, which would provide relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 24, 2023, through May 31, 2024, for Estrella High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The American Charter Schools Foundation shall pay the City an amount not to exceed \$134,633 for salary and employee related expenses for SRO services at Estrella High School for the ten-month 2023-2024 school year, plus one month of summer school in June 2024 if required. School shall pay one hundred percent (100%) of any SRO overtime as a result of SRO-related functions. The City shall pay 100% of the SRO's cost during the two-month summer break and any other school breaks or school observed holidays, vacations, sick leave, or during which the City assigns the SRO to City related duties.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the American Charter Schools Foundation and the City of Avondale and authorize the Mayor, or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1046-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR ESTRELLA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with American Charter Schools Foundation relating to school resource officer services at Estrella High School for fiscal year 2023-2024 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1046-0823

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Estrella High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 24th day of July 2023 between the City of Avondale, an Arizona municipal corporation (the “City”), and the American Charter Schools Foundation dba “Estrella High School”, an Arizona Charter School (“School”).

RECITALS

A. The School has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for Estrella High School located at 210 N. Central Ave, Avondale Arizona 85323

B. The City and the School desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO,” collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The School is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign one police officer to the School to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the School, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to 40

hours each week at all times that the School is in session (July 24, 2023 through May 31, 2024) and tentatively for one month in June 2024 for summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three-year School Safety Grant Program cycle.

a. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the School. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the School shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the School shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the School with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at Estrella High School shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

f. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the School quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the School for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE SCHOOL

2.1 Reimbursement to City - Quarterly. The School shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The School shall pay the City an amount not to exceed \$134,633.00 for SRO Services at Estrella High School for the SROs' benefits and salary for the ten-month 2023-2024 school year, plus one-month summer school in June 2024 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at Estrella High School must be substantiated by timecards and approved by the high schools' site administrator. The School shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the principal, or the principal's designee, and the appropriate city police department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the School, its students, or its employees). School shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (i.e., those matters that do not involve the School, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that the SRO does not incur overtime costs in any given week. The School will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is year one of a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2024, the lesser amount of the two must be requested.

b. The School shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The School shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by School. No School or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the School's rules and policies regarding interviewing and searching students and/or use of

appropriate physical force on students, the City shall hold the School harmless from such actions by the SRO. The SRO shall not assist in the School's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The School may request that an SRO be removed from a School if the School determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to School employees, provided that the School shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the School's concern for the safety of the children. In such event, the School shall direct the SRO to return to the Avondale Police Department. The Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the School under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the School shall be credited for each day an SRO is not assigned to the campus. The School, at its sole discretion, may refuse the assignment to the School of any officer who has been removed from the School because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of an SRO under this section 2.4, the parties agree that the School may terminate this Agreement or the City and the School may mutually agree that the School will no longer have a SRO for the remainder of the school year and the School will not be required to pay for the unfulfilled portion of the SRO's work. The School shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 Additional Payments. The School shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The School shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

2.7 Grant Application. The School shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 24, 2023 until May 31, 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. This agreement may be extended to June 30, 2024 as agreed upon in writing by the parties.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an employee of the City of Avondale, not as an employee or agent of the School, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the School. The School does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the School, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The School and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the School fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the School. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the School for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The School has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The School also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2023.

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With a copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the School: American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, Arizona 85016
Attn: Patrick Lawrence, Chief Financial Officer

With a copy to: American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, Arizona 85016
Attn: Jeffery Tanner, SSPG Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or School Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the School shall be relieved of any subsequent obligation under this Agreement. If the School is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this

Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the School Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above- mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the School have executed this Agreement as of the date of the last signature set forth below.

SCHOOL:

AMERICAN CHARTER SCHOOLS FOUNDATION dba
ESTRELLA HIGH SCHOOL, an Arizona charter school

By: Patrick Lawrence
Its: Chief Financial Officer

CITY:

CITY OF AVONDALE, ARIZONA, an Arizona municipal
corporation

By: Ron Corbin
Its: City Manager

ATTEST:

Marcella Carrillo, City Clerk

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
DBA “ESTRELLA HIGH SCHOOL”
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

- C. Establish positive rapport with students and parents.**
1. Be honest and professional in all interactions with parents and students.
 2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
 3. Attend extra-curricular student activities when feasible.
- D. Establish positive rapport with teachers, staff and administrators.**
1. Be honest and professional in all interactions with teachers, staff and administrators.
 2. Provide guidance and support on law-related problems occurring on the campus.
 3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The American Charter Schools Foundation, dba Estrella High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with American Charter Schools Foundation, dba Estrella High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with American Charter Schools Foundation, dba Estrella High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School, West Point High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history.

Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (AZPRC) <https://azprc.arizona.edu/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for Safe Schools www.nc2s.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.schoolsafety.us

Clearinghouse for school safety information.

National Gang Center <https://nationalgangcenter.ojp.gov/>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Arizona Foundation for Legal Services and Education www.azflse.org

Officers education and mock materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1047-0823 - Intergovernmental Agreement with Tolleson Union High School District #214, La Joya/Westview - School Resource Officer (SRO)

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

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 1047-0823, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Westview and La Joya High Schools, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 19, 2023, through June 28, 2024, for both Westview and La Joya High Schools, which provide direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The Tolleson Union High School District shall pay the City an amount not to exceed \$134,633 for La Joya High School and \$134,633 for Westview High School, for salary and employee related expenses for SRO services during the ten-month 2023-2024 school year, plus one month summer school in June 2024 if required. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the costs. The City shall pay 100% of the SRO's cost during the two-month summer break and any other school breaks, school observed holidays, vacations, sick leave, or days in which the City assigns the SRO to City related duties.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1047-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL AND WESTVIEW HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School and Westview High School for fiscal year 2023-2024 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1047-0823

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(Westview High School and La Joya Community High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 19th day of July 2023 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for La Joya Community High School located at 11650 West Whyman Avenue, Avondale Arizona 85323 and Westview High School located at 10850 West Garden Lakes Parkway, Avondale, Arizona 85392 (each a “School”, collectively, the “Schools”).

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”, collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign two police officers to the District to provide SRO Services at the Schools on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to 40 hours each week at all times that the School is in session (July 19, 2023, through June 28, 2024).

This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School

c. When school is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the Schools shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

g. Each officer assigned to perform SRO services shall attend annual training

required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$134,633.00 for SRO Services at La Joya Community High School and \$134,633.00 for SRO Services at Westview High School for the SROs' benefits and salary for the ten-month 2023-2024 school year, plus one month summer school in June 2024 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2024, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger

is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 The District shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 19, 2023 until May 24, 2024 until the end of school year and tentatively for one month in June 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District

does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2023.

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Dr. Rosalva Lagunas

With a copy to: Udall Shumway P.L.C.
1138 N. Alma School Road
Mesa, Arizona 85201
Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received

(A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher

present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law- related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee
A-8

3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.

5. Discourages delinquent behavior and encourages positive behavior.

6. Promotes positive self-image in students.

7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,

2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and

4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going

prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (AZPRC) <https://azprc.arizona.edu/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for Safe Schools www.nc2s.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.schoolsafety.us

Clearinghouse for school safety information.

National Gang Center <https://nationalgangcenter.ojp.gov/>

Provides information about gangs and effective responses to them

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Arizona Foundation for Legal Services and Education www.azflse.org

Officers education and mock materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1048-0823 - Intergovernmental Agreement with Tolleson Union High School District #214, West Point - School Resource Officer (SRO)

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

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 1048-0823, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending West Point High School, which provides relief to officers who would otherwise handle these follow-up investigations. This will be West Point High School's third year in the district.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 17, 2023, through June 28, 2024, for West Point High School, which provides direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The Tolleson Union High School District shall pay the City an amount not to exceed \$134,633 for salary and employee related expenses for SRO services at West Point for SRO for the ten-month 2023-2024 school year, plus one month of summer school in June 2024 if required. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the costs. The City shall pay 100% of the SRO's cost during the two-month summer break and any other school breaks, school observed holidays, vacations, sick leave, or days in which the City assigns the SRO to City related duties.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1048-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR WEST POINT HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for West Point High School for fiscal year 2023-2024 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1048-0823

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(West Point High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 17th day of July 2023 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for West Point High School (“School”) located at 11620 W. Encanto, Avondale Arizona 85392.

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide the SRO Services at the School; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign a police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SRO is assigned to the School for up to 40 hours each week at all times that the School is in session (July 17, 2023 through June 28, 2024). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SRO assigned to the School will be the

same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City- mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SRO's activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School

c. When school is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the Schools shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$134,633.00 for SRO Services at West Point High School for the SRO's benefits and salary for the ten-month 2023-2024 school year, plus one-month summer school in June 2024 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2023 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2023, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School

if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 The District shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 17, 2023, until June 28, 2024 until the end of school year and tentatively for one month in June 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed

scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2023.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to the District:	Tolleson Union High School District 9801 West Van Buren Street Tolleson, Arizona 85353 Attn: Dr. Rosalva Lagunas
With a copy to:	Udall Shumway P.L.C. 1138 N. Alma School Road Mesa, Arizona 85201 Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and

instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of

1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher

present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law- related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee
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3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.

5. Discourages delinquent behavior and encourages positive behavior.

6. Promotes positive self-image in students.

7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,

2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and

4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going

prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (AZPRC) <https://azprc.arizona.edu/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for Safe Schools www.nc2s.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.schoolsafety.us

Clearinghouse for school safety information.

National Gang Center <https://nationalgangcenter.ojp.gov/>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Arizona Foundation for Legal Services and Education www.azflse.org

Officers education and mock materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1049-0823 – Intergovernmental Agreement with Agua Fria Union High School District #216 - School Resource Officer (SRO)

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

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 1049-0823, authorizing an Intergovernmental Agreement with Agua Fria High School District #216 to share the cost of providing a SRO during the 2023/2024 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991, to provide a School Resource Officer at the school.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 31, 2023, through June 30, 2024, for Agua Fria High School, which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The Agua Fria High School District shall pay 50% of salary and employee related expenses associated with SRO services for the ten-month 2023-2024 school year, plus one month of summer school in June 2024 if required. School shall pay one hundred percent (100%) of any SRO overtime as a result of SRO-related functions. The City shall pay 100% of the SRO's cost during the two-month summer break and any other school breaks, school observed holidays, vacations, sick leave, or days in which the City assigns the SRO to City related duties.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #214 and the City of Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1049-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services at Agua Fria High School for fiscal year 2023-2024 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1049-0823

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of August 1, 2023, between the City of Avondale, an Arizona municipal corporation (the “City”) and the Agua Fria Union High School District No. 216, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services (“SRO Services”) for Agua Fria Union High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide SRO Services at Agua Fria Union High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at Agua Fria Union High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be

temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the “ADE”) and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO’s successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services, received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten- month period covering the 2023-2024 school year; the City shall pay 100% of the SRO’s costs during the two- month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO’s time spent at Agua Fria Union High School, including all overtime, must be substantiated by timecards and approved by the high school’s Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria Union High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 31, 2023 until June 30, 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from The District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of

such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With a copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to the District:	Agua Fria Union High School District 1481 North Eliseo Felix Jr. Way, Suite 110 Avondale, Arizona 85323 Attn: Mark Yslas, Superintendent
With a copy to:	Jeffrey E. Stratman, Esq. 1481 North Eliseo Felix Junior way Avondale, AZ 85323 Attn: Jeffrey E. Stratman, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination

and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona School
District

By: Kenneth N. Weise, Mayor

By: Mark Yslas, Superintendent

Date:_____

Date:_____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Jeffrey E. Stratman, Attorney for the District

Nicholle Harris, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.

2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The Agua Fria Union High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria Union High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria Union High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria Union High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keeps an activity log that tracks LRE classroom instruction hours, the topic of each LRE class, and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and

administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories, and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (AZPRC) <https://azprc.arizona.edu/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for Safe Schools www.nc2s.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.schoolsafety.us

Clearinghouse for school safety information.

National Gang Center <https://nationalgangcenter.ojp.gov/>

Provides information about gangs and effective responses to them

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Arizona Foundation for Legal Services and Education www.azflse.org

Officers education and mock materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1050-0823 - Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Grant pass-thru

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

A successful public transit program provides mobility options for city residents, facilitates the transportation of workers and customers to business locations within and around the City, and helps to attract future businesses and families which are considering locating in Avondale.

This agenda item supports the following Avondale Strategic Outcome Area:

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

The City will provide an effective public transit program to be responsive to the demands of the City of Avondale's transit customers.

PURPOSE:

City Council will consider a request to adopt Resolution 1050-0823, approving an Intergovernmental Agreement with the City of Phoenix, for a Federal Transit Administration grant pass-thru agreement for microtransit 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:

In October 2022, the Cities of Avondale and Goodyear launched a new public transit service for the community called WeRIDE microtransit. Avondale City Council approved a budget of \$860,000 for the launch of the microtransit service in Fiscal Year 2023. Subsequently, the City was awarded a reimbursement grant from the Federal Transit Administration Avondale-Goodyear Small Urbanized Area in the amount of \$500,000 for microtransit operations.

DISCUSSION:

The Federal Transit Administration Avondale-Goodyear Small Urbanized Area Funding Grant will cover fiscal year 2023 expenses related to microtransit services. There was a delay on behalf of the involved parties in processing the grant which would normally have been ready for approval in November 2022. Furthermore, the Federal Transit Administration Avondale-Goodyear Small Urbanized Area Funding has historically paid for half the cost of the ZOOM circulator, but with Zoom services being discontinued in October 2023, City of Avondale staff have requested that available future funds cover a portion of the microtransit services in fiscal year 2024.

BUDGET IMPACT:

FY2023 microtransit costs were approximately \$555,000. This grant will reimburse up to 50% of the actual cost the city paid, or approximately \$277,000. This revenue was not anticipated in FY2023 and will help to offset microtransit costs in FY2023. Any remaining grant authority can be used to help offset microtransit costs in FY2024.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution, approving an Intergovernmental Agreement between the City of Phoenix and the City of Avondale, for a Federal Transit Administration grant pass-thru agreement for microtransit services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza

RESOLUTION NO. 1050-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FEDERAL TRANSIT ADMINISTRATION GRANT PASS-THRU INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO MICRO TRANSIT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to microtransit 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 cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1050-0823

[Agreement]

See following pages.

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

**BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF AVONDALE**

Subrecipient SAM.gov Identification No.: GDTNM5BLN9Y4

Federal Award Identification Number (FAIN) No. AZ-2023-026

(49 U.S.C. Section 5307 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement ("**Agreement**") is made and entered into this 1st day of July, 2022 ("**Effective Date**"), by and between the City of Phoenix ("**PHOENIX**"), a municipal corporation duly organized and existing under the laws of the State of Arizona, and City of Avondale ("**SUBRECIPIENT**"), a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as "**PARTIES**" and individually as a "**PARTY**."

RECITALS

- A. PHOENIX's City Manager is authorized and empowered by the City Charter's provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c)(i) and (l).
- C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).
- D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of

Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.

- E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.
- F. Section 5307 of chapter 53, title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation operators engaging in the preservation, improvement, and operation of mass transit systems.
- G. PHOENIX successfully applied to the Federal Transit Administration ("**FTA**") for a grant of Section 5307 funds, which was awarded on the 1st day of July, 2023, as FAIN No. **AZ-2023-026-00** ("**Grant**").
- H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) ("**Project(s)**") described in **Exhibit A-1**, as attached to this Agreement and incorporated by reference.
- I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. **Agreement Term and Budget/Performance Periods.**

- A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:
 - begins on its Effective Date; and
 - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of each project within the grant. Within 90 days of final reimbursement, PHOENIX will begin the grant close-out process and prepare reports,

including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report ("**FFR**"), and Milestone Progress Report ("**MPR**"). Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

- B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of July, 2022; and
- Ends on the 30th day of June, 2025.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

- C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of July, 2022; and
- Ends on the 30th day of June, 2025.

2. Federal and Local Funding.

- A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **\$500,000** as detailed in **Exhibit A-1**. No reimbursements shall be made unless all required reports, as described below, have been submitted.
- B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **\$500,000** as detailed in **Exhibit A-1**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

- A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A-1**. SUBRECIPIENT shall comply with

all requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference.

- B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall either charge: a cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis; or a de minimis rate of 10% of modified total direct costs ("**MTDC**") in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT's Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

- A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

- B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.
- C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.
- D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:
 - 1. A listing of all invoiced costs with vendors and payment dates;
 - 2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and
 - 3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

- A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D, Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference.
- B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.
- C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. Indemnification.

Each PARTY (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other PARTY (as "**Indemnitee**") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

8. Notice.

- A. Any notice, consent, or other communication ("**Notice**") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial

air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Harold Sigúenza, Assistant Director Public Works
City of Avondale
399 E Buckeye Avenue
Avondale, Arizona 85323
Telephone: (623) 333-4413
Email: hsiquenza@avondaleaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A-1 Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Carolina Potts
Assistant Chief Counsel _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 25, 2022.

CITY OF AVONDALE

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for CITY OF AVONDALE

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for AVONDALE

EXHIBIT A-1

**FEDERAL GRANT PASS THRU AGREEMENT
DETAIL SUMMARY**

FAIN NUMBER: AZ-					
CFDA NUMBER: 20.507					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF AVONDALE					
GRANT SUBRECIPIENT'S ADDRESS: 399 E. Buckeye Avenue Avondale, Arizona 85323					
GRANT SUBRECIPIENT'S SAM.GOV IDENTIFICATION NUMBER: GDTNM5BLN9Y4					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					\$1,000,000
• Federal Share of TEPC:					\$ 500,000
• Local Share/Match of TEPC:					\$ 500,000
PROJECT(S) DESCRIPTION:					
ALI Code:	Project(s) Description:	R&D? (yes/no)	Local:	Federal:	Total:
30.09.01	Operating: Microtransit Pilot Program	NO	\$500,000	\$500,000	\$1,000,000

EXHIBIT B

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (“PTD”) to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:	TO:	
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above \$100,000	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount \$100,000 or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation (**"USDOT"**), and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise (**"DBE"**) regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, or directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.
5. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (**"FTA"**) Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and

SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

6. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (“**IRCA**”) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUBRECIPIENT shall fully comply with Equal Employment Opportunity (“**EEO**”) regulations of the USDOT Urban Mass Transportation Administration (“**UMTA**”) Circular 4704.1. SUBRECIPIENT shall provide an EEO Program Plan when they employ **50 or more** transit-related employees and requests or receives: (a) planning assistance under Section 8 or 9 of the Urban Mass Transportation (“**UMT**”) Act (or any combination thereof) in excess of **\$250,000** in the previous federal fiscal year; or (b) capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act, 23 U.S.C. 142 (a)(2), or 23 U.S.C. 103(e) (or any combination thereof) in excess of **\$1 million** in the previous federal fiscal year. SUBRECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with **50 or more** transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUBRECIPIENT certifies that:

- A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
- B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (1) award of any federal contract; (2)

EXHIBIT D, Page 2

grant of any federal loan; (3) provision of any federal grant; (4) entrance into any cooperative agreement; and (5) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000** and not more than **\$100,000** for each such failure.
9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT

EXHIBIT D, Page 3

has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.

10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is:
 - A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
 - C. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in

EXHIBIT D, Page 4

consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (**"Title VI"**) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (**"Nondiscrimination Regulations"**) and other pertinent directives so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations.

More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
 4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
 5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).
 6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.
 7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:
1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.
 2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.
 3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.

EXHIBIT E, Page 2

4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. If SUBRECIPIENT fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.
6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E**, section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

EXHIBIT E, Page 3

8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.
9. SUBRECIPIENT shall comply with the following statutes and regulations:
 - 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
 - Section 5323(d) and (f) of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
 - Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
 - Section 5337 of 49 U.S.C. chapter 53
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance.
 - Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
 - 49 CFR Part 600 et seq. regulations promulgated by FTA
 - 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
 - 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements

EXHIBIT E, Page 4

- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections

C. Drug and Alcohol Testing. SUBRECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol regulations, as specified in 49 CFR 40, 49 CFR 653, and 49 CFR 654. That plan and program shall be modified to incorporate and comply with such other regulations as were adopted by the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose. SUBRECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.
8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.
9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.
10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBRECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:
 - A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).
 - B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
 - C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2047-0823 – Acceptance of a Declaration of Public Access Easement from Brookfield Lakin, LLC

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2047-0823 authorizing acceptance of a Declaration of Public Access Easement from Brookfield Lakin, LLC, 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 May 21, 2018, City Council adopted Resolution 3453-518 approving the formation of Alamar (formerly Lakin) Community Facilities District (CFD) and authorized the execution of the CFD development, financing participation, waiver, and intergovernmental agreement. A CFD is a political subdivision of the State of Arizona authorized to construct, acquire, or issue tax-exempt financing to fund public infrastructure improvements.

Brookfield Lakin, LLC, developer of Alamar, submitted an application for the formation of the CFD. The application identified total infrastructure costs for the project and identified eligible CFD costs. CFD eligible projects include improvements to Avondale Boulevard, Dysart Road, traffic signals, lift stations, landscaping for easements, and park improvements.

DISCUSSION:

As part of the plan for the Alamar CFD, Brookfield Lakin, LLC, will grant the City, and for the benefit of the public, a Declaration of Public Access Easement for the purposes of ingress and egress by pedestrians upon, over and across, and use and enjoyment of the easement. The easement is located across Tract 'RR' as shown on the "Final Plat for Alamar Phase I," as recorded in Book of Maps 1462, Page 24 of the Maricopa County Recorder's Office. Subsequent to the public use designation, Brookfield Lakin, LLC, can seek CFD

reimbursement for an open space tract in the Alamar subdivision.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing acceptance of a Declaration of Public Access Easement from Brookfield Lakin, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied

ORDINANCE NO. 2047-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
ACCEPTING THE GRANT OF A PUBLIC ACCESS EASEMENT FOR PUBLIC
USE FROM BROOKFIELD LAKIN, LLC.

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

SECTION 1. The grant of a non-exclusive perpetual public access easement in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Public Access Easement”), over, under and across $\pm$ 0.1.006 acres of real property, depicted as **Tract RR** on the Final Plat for Alamar Phase 1, recorded in Book 1462, Page 24 of the Maricopa County Recorder’s Office, and generally located south of Wier Avenue and west of South 118th Drive in Avondale, Arizona, as more particularly described and depicted in Exhibit A to the Public Access Easement is hereby accepted by the City of Avondale (the “City”) from Brookfield Lakin, LLC, for public use.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2047-0823

[Public Access Easement and Legal Description]

See following pages.

WHEN RECORDED, RETURN TO:

Neil D. Biskind, Esq.
Biskind, Hunt and Semro, PLC
8901 East Pima Center Parkway, Suite 225
Scottsdale, Arizona 85258

DECLARATION OF PUBLIC ACCESS EASEMENT

THIS DECLARATION OF PUBLIC ACCESS EASEMENT (“**Declaration**”) is made effective as of _____, 2023, by BROOKFIELD LAKIN, LLC, a Delaware limited liability company (“**Grantor**”), for the benefit of the CITY OF AVONDALE, an Arizona municipal corporation (“**City**”).

RECITALS

A. Grantor holds title to the real property located in the City of Avondale, Arizona (the “**City**”) described on Exhibit “A” attached hereto (the “**Easement Premises**”).

B. The Easement Premises is part of the master planned community commonly known as Alamar (the “**Project**”).

C. Grantor desires to grant to the City, for the benefit of the public, certain rights and easements, pursuant to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. Grant of Easement. Grantor hereby grants to the City, for the benefit of the public and for the use and benefit of the Project, a non-exclusive perpetual easement (the “**Public Easement**”) over, upon and across the Easement Premises for purposes of ingress and egress by pedestrians upon, over and across, and use and enjoyment of, the Easement Premises.

2. Grantor’s Reservations.

(a) Grantor shall retain and hereby reserves all of its rights to use the Easement Premises and, without limiting the foregoing, reserves the right to grant others the right to use the Easement Premises (including, without limitation, the right to install, maintain, repair and replace such improvements as Grantor, or its assignees, may from time to time deem necessary or desirable), in any manner so long as such use is not inconsistent with, and does not unreasonably

interfere with, the public use and enjoyment of the rights, easements and privileges granted to the City in Paragraph 1.

(b) As contemplated by the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Lakin Community Facilities District) dated as of October 1, 2018, recorded as Instrument No. 2018-0799912 in the Official Records of Maricopa County, Arizona, as same may be amended from time to time, certain landscaping and other “public infrastructure” (as such term is defined in A.R.S. Section 48-701, as amended) improvements to be financed by the Alamar Community Facilities District have been or will be constructed within the Easement Premises (hereinafter referred to collectively as the “**District Improvements**”). Notwithstanding anything to the contrary in this Easement, no District Improvements are hereby conveyed to or accepted by the City.

3. Use of Easement. All persons and entities using the Public Easement and rights granted and reserved hereby shall use reasonable efforts to avoid any damage to property and any improvements located at any time thereon. The Public Easement and rights granted by this Declaration are granted on the condition that all persons and entities using the easements and rights granted hereby, other than the City, shall hold the City and Grantor (and its respective successors and assigns) harmless for, from and against any and all damages, claims, liabilities or expenses which may result from their use of the easement and rights granted.

4. Running of Benefits and Burdens. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and the City.

5. Not a Dedication of Fee Title. Nothing contained in this Declaration shall be deemed to be a gift or dedication of fee title to any portion of the Easement Premises to or for the general public, and this Declaration shall be strictly limited to and for the purposes expressed herein.

[Signatures on Next Page]

Executed effective as of the date first set forth above.

GRANTOR:

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, the _____ of Brookfield
Lakin LLC, a Delaware limited liability company, on behalf of the corporation.

Notary Public

(Seal)

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, the _____ of Brookfield
Lakin LLC, a Delaware limited liability company, on behalf of the corporation.

Notary Public

(Seal)

Exhibit "A"

Legal Description of Easement Premises

Tract "RR" as depicted on the Final Plat for Alamar Phase 1 as recorded in Bk 1462, Pg 24 of Maricopa County Records.



VICINITY MAP



CITY COUNCIL REPORT

SUBJECT: Ordinance 2048-0823 – Amending Ordinance 2063-1122 for the Acquisition of Real Property Located East of Agua Fria River Channel immediately South of Interstate 10 and West of 127th Avenue

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2048-0823 amending Ordinance 2063-1122 correcting the legal description by increasing the square footage of the fee acquisition of real property and to include a permanent easement and a temporary construction easement for public use located along the east bank of the Aqua Fria River channel immediately south of Interstate 10 and west of 127th Avenue and assigned Assessor's Parcel Number 500-02-096 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 November 21, 2022, City Council adopted Ordinance 2063-1122 authorizing the acquisition, by dedication, purchase or condemnation, of real property for public use for the partial acquisition of property for the expansion of the Well #26 site. Staff has determined that a permanent access easement is required for ingress and egress for the expanded site and a temporary construction easement is needed during construction to build the improvements. Additionally, the fee acquisition area will increase by 50.76 square feet due to an error in the previously approved legal description.

DISCUSSION:

The City intends to purchase a portion of property containing 3,477 square feet owned by Lake Washington Partners which is located contiguous to and immediately south of the existing well site to accommodate the expansion of the existing well site and the construction of a new well. The City will also acquire a permanent access easement containing 3,197 square feet and a temporary construction easement containing 1,364

square feet.

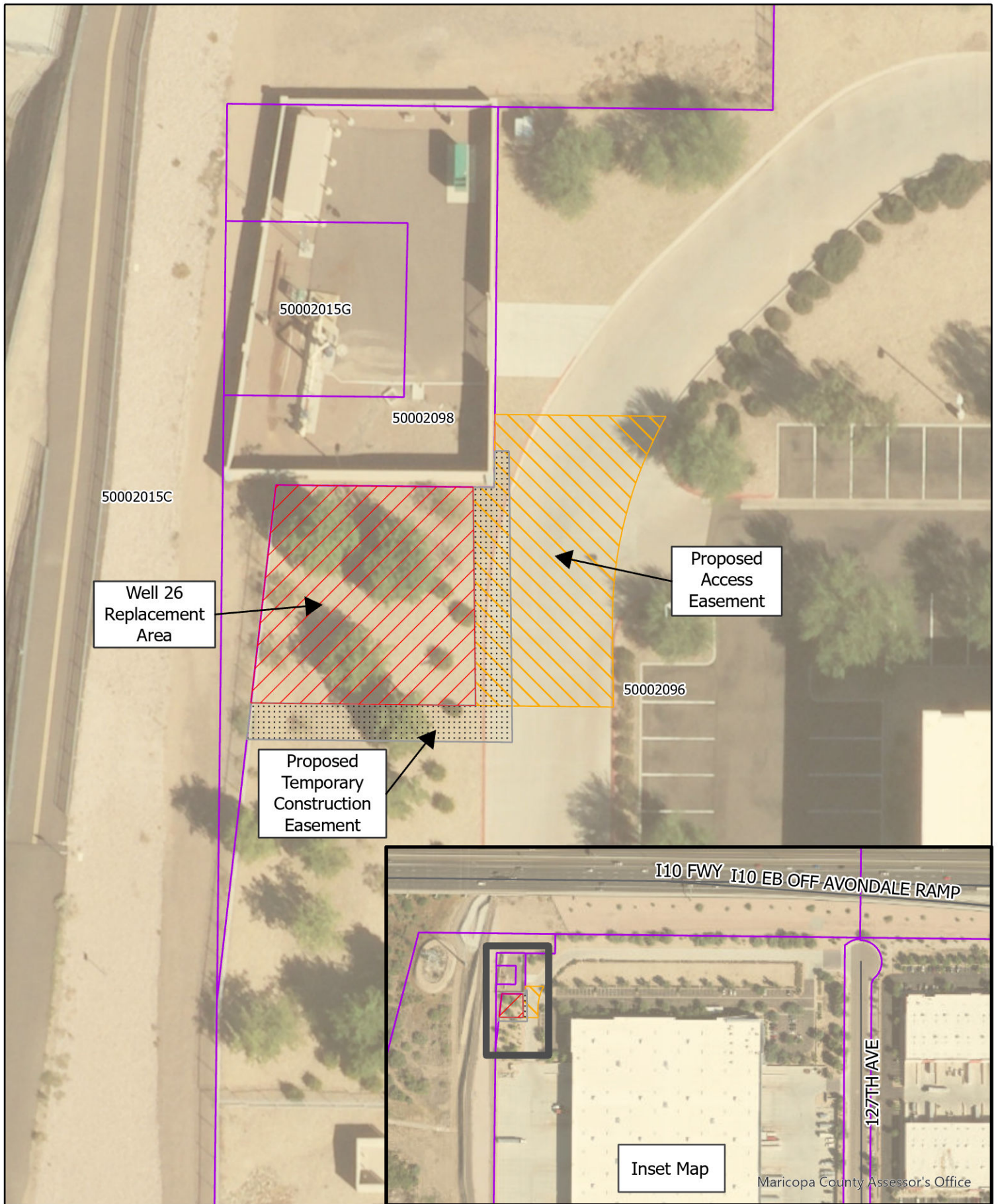
BUDGET IMPACT:

The appropriation for the land acquisition will come from U0218 - Well #26 Replacement. The project should have sufficient capacity to cover the cost of the purchase.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance amending Ordinance 2063-1122 correcting the legal description by increasing the square footage of the fee acquisition of real property and to include a permanent easement and a temporary construction easement for public use located along the east bank of the Aqua Fria River channel immediately south of Interstate 10 and west of 127th Avenue and assigned Assessor's Parcel Number 500-02-096 and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Vicinity Map

ORDINANCE NO. 2048-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING ORDINANCE 2063-1122 AUTHORIZING THE ACQUISITION, BY DEDICATION, PURCHASE OR CONDEMNATION, OF REAL PROPERTY FOR PUBLIC USE, GENERALLY LOCATED ALONG THE EAST BANK OF THE AGUA FRIA RIVER CHANNEL IMMEDIATELY SOUTH OF INTERSTATE 10 AND WEST OF 127TH AVENUE.

WHEREAS, the Council of the City of Avondale (the “City Council”) adopted Ordinance No. 2063-1122 on November 21, 2022, authorizing the acquisition, by dedication, purchase or condemnation, of real property for public use and expansion of well site #26 generally located along the east bank of the Agua Fria River channel immediately south of Interstate 10 and west of 127th Avenue (the “Original Ordinance”); and

WHEREAS, the legal description included in the Original Ordinance did not accurately describe and depict the real property being acquired to include additional square footage of real property, a necessary permanent access easement for ingress and egress to the well site and a temporary construction easement to build the necessary improvements; and

WHEREAS, the City Council desires to amend Ordinance No. 2063-1122 correcting the legal description to include the additional square footage of real property and to include a permanent access easement and a temporary construction easement (the “Property”), for public use; and

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.

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. Ordinance No. 2063-1122 is hereby amended as follows:

WHEREAS, the City Council desires to expand the existing well site and authorize the fee acquisition of approximately ± 0.080 acres of real property, ± 0.073 acres of real property for a permanent access easement and ± 0.031 acres of real property for a temporary construction easement, generally located along the east bank of the Agua Fria River channel immediately south of Interstate 10 and west of 127th Avenue, and assigned Assessor's Parcel Number 500-02-096 (the "Property"), for public use.

SECTION 3. Ordinance No. 2063-1122, Section 2, is hereby amended to read as follows:

The acquisition by purchase, dedication or condemnation of real property to include ± 0.080 acres for the fee acquisition of real property, ± 0.073 acres of real property for a permanent access easement and ± 0.031 acres of real property for a temporary construction easement, generally located along the east bank of the Agua Fria River channel immediately south of Interstate 10 and west of 127th Avenue, and assigned Assessor's Parcel Number 500-02-096, as more particularly described and depicted on Exhibits 1, 2 and 3 attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 4. All other provisions of the Ordinance remain and shall not be amended.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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 6. The Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2048-0823

[Legal Description and Map of Fee Acquisition]

See following pages.

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 1, COLDWATER DEPOT LOGISTICS CENTER, ACCORDING TO THE PLAT RECORDED IN BOOK 1118 OF MAPS, PAGE 14, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2 (CITY OF AVONDALE BRASS CAP IN HAND HOLE STAMPED LS 34558 2021) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (MARICOPA COUNTY BRASS CAP FLUSH STAMPED RLS 33307 2012 TIN RIW 1/4 S3 S2) BEARS NORTH 88° 55' 07" WEST, A DISTANCE OF 5,249.15 FEET;

THENCE NORTH 88° 55' 07" WEST, ALONG THE EAST –WEST MIDSECTION LINE, A DISTANCE OF 2,173.14 FEET;

THENCE SOUTH 01°04'53" WEST, A DISTANCE OF 56.92 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID FINAL PLAT, THE POINT OF BEGINNING;

THENCE SOUTH 00°39'18" EAST, ACROSS SAID LOT 1, A DISTANCE OF 60.00 FEET;

THENCE NORTH 89°20'36" WEST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 61.78 FEET TO A POINT ON AN EAST LINE OF SAID TRACT "A" THEREOF;

THENCE NORTH 06°35'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 60.31 FEET;

THENCE SOUTH 89°20'36" EAST, CONTINUING ALONG SAID TRACT "A", A DISTANCE OF 54.18 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,477.73 SQUARE FEET OR 0.080 ACRE OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 88 DEGREES 55 MINUTES 07 SECONDS WEST FOR THE EAST–WEST MIDSECTION LINE OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AS MEASURED AND CALCULATED FROM A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.



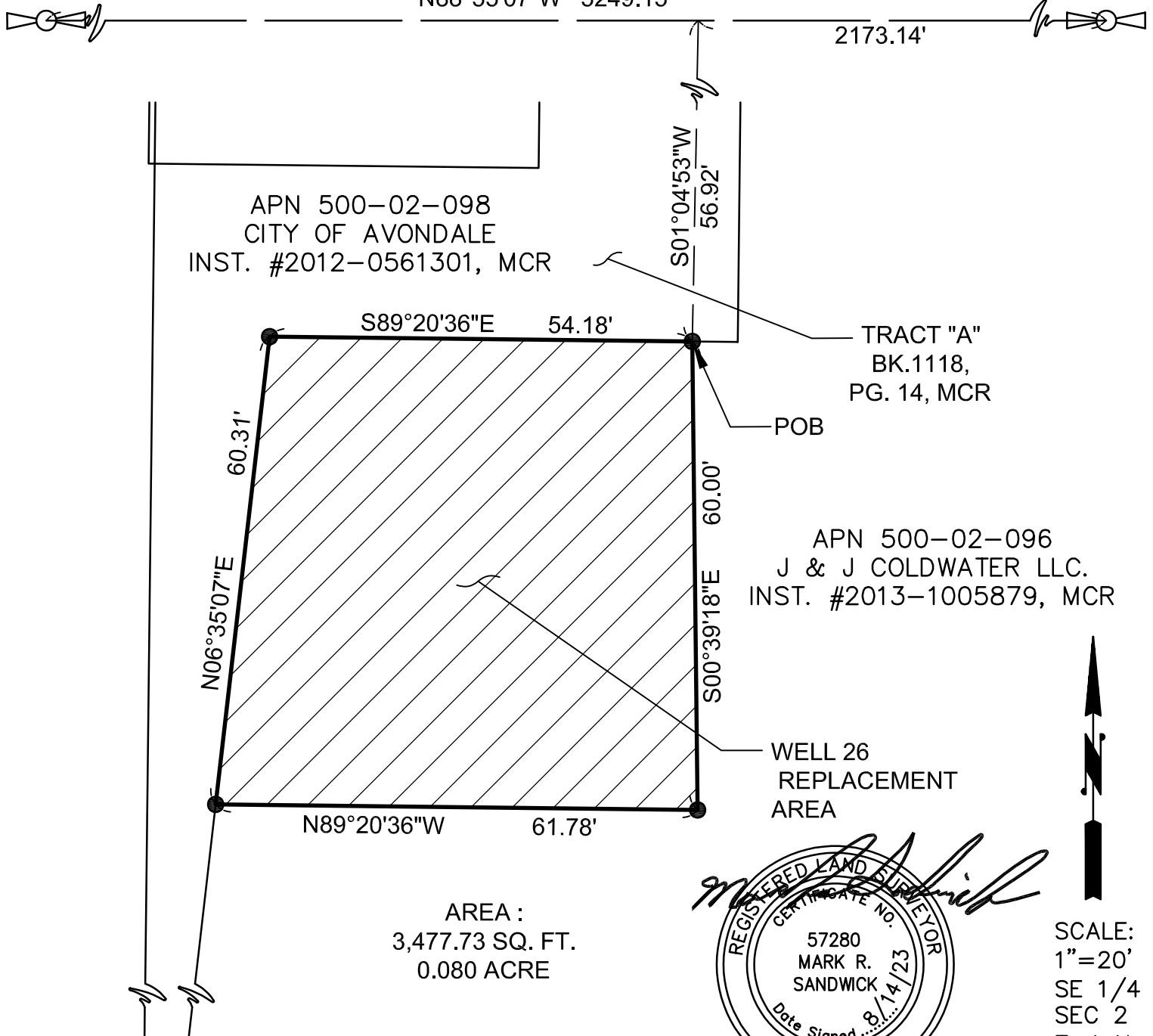
						SHEET NO: 2-OF-2	WILSON & COMPANY 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230
						SCALE: NTS	
						PROJECT NO: 23-300-069-00	
						DRAWN BY: PHK DATE: 08/14/2023	
						CHECKED BY: MRS DATE: 08/14/2023	
						APPROVED BY: MRS DATE: 08/14/2023	CITY OF AVONDALE WELL 26 REPLACEMENT LEGAL DESCRIPTION
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D		

EXHIBIT A

WEST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND MARICOPA COUNTY
BRASS CAP FLUSH
STAMPED RLS 33307 2012
T1N R1W 1/4 S3 S2

POINT OF COMMENCEMENT
FOR PROPOSED WELL 26
LEGAL DESCRIPTION AND
EAST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND COA BCHH
STAMPED RLS 34558 2021

(BASIS OF BEARING)
N88°55'07"W 5249.15'



						SHEET NO: 1-OF-2	 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230	
						SCALE: 1"=20'		
						PROJECT NO: 23-300-069-00	CITY OF AVONDALE WELL 26 REPLACEMENT LEGAL DESCRIPTION	
						DRAWN BY: PHK		DATE: 08/14/2023
						CHECKED BY: MRS		08/14/2023
						APPROVED BY:		
						MRS		08/14/2023
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D			

EXHIBIT 2
TO
ORDINANCE NO. 2048-0823

[Legal Description and Map of Permanent Access Easement]

See following pages.

EXHIBIT A

AN ACCESS EASEMENT OVER A PORTION OF LOT 1, COLDWATER DEPOT LOGISTICS CENTER, ACCORDING TO THE PLAT RECORDED IN BOOK 1118 OF MAPS, PAGE 14, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2 (3" CITY OF AVONDALE BRASS CAP IN HAND HOLE STAMPED LS 34558 2021) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (MARICOPA COUNTY BRASS CAP FLUSH STAMPED RLS 33307 2012 T1N R1W 1/4 S3 S2) BEARS NORTH 88° 55' 07" WEST, A DISTANCE OF 5,249.15 FEET;

THENCE NORTH 88° 55' 07" WEST, ALONG THE EAST - WEST MIDSECTION LINE, A DISTANCE OF 2,173.14 FEET;

THENCE SOUTH 01°04'53" WEST A DISTANCE OF 56.92 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID FINAL PLAT, THE POINT OF BEGINNING;

THENCE ALONG THE PERIPHERY OF SAID TRACT "A" THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 89°20'36" EAST A DISTANCE OF 5.83 FEET;
- 2) NORTH 00°39'18" EAST A DISTANCE OF 20.06 FEET TO A POINT COINCIDENT WITH THE SOUTHWEST CORNER OF THE CITY OF AVONDALE ACCESS EASEMENT, AS SHOWN ON SAID FINAL PLAT;

THENCE ACROSS SAID LOT 1 THE REMAINING COURSES AND DISTANCES:

THENCE SOUTH 89°20'36" EAST, LEAVING SAID PERIPHERY AND ALONG THE SOUTH LINE OF THAT CITY OF AVONDALE ACCESS EASEMENT AS SHOWN ON SAID FINAL PLAT, A DISTANCE OF 46.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 60°31'50" EAST;



						SHEET NO: 2-OF-3	 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230 CITY OF AVONDALE WELL 26 REPLACEMENT ACCESS EASEMENT	
						SCALE: NTS		
						PROJECT NO: 23-300-069-00		
						DRAWN BY: BWC		DATE: 08/14/2023
						CHECKED BY: MRS		08/14/2023
						APPROVED BY: MRS		08/14/2023
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D			

CITY OF AVONDALE
WELL 26 REPLACEMENT
ACCESS EASEMENT

J:\Survey\PROJECTS\2023\30006900 - Carollo - Well 26 ALTA Survey\2_Disciplines\Survey\Drawings\233000-WELL 26 LEGAL ACCESS - GROUND - 1.000126 (V2).dwg Plotted on: Aug 14, 2023 - 9:56am By: PKaminsky

EXHIBIT A

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 113.75 FEET, AN ARC LENGTH OF 59.81 FEET, AND A DELTA ANGLE OF 30°07'28";

THENCE SOUTH 00°39'18" EAST A DISTANCE OF 22.62 FEET;

THENCE NORTH 89°20'36" WEST A DISTANCE OF 37.89 FEET TO A POINT COINCIDENT WITH THE SOUTHEAST CORNER OF THE PROPOSED WELL 26 REPLACEMENT AREA;

THENCE NORTH 00°39'18" WEST, ALONG THE EAST LINE OF SAID PROPOSED WELL 26 REPLACEMENT AREA, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,197.52 SQUARE FEET OR 0.073 ACRE OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 88 DEGREES 55 MINUTES 07 SECONDS WEST FOR THE EAST-WEST MIDSECTION LINE OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AS MEASURED AND CALCULATED FROM A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.



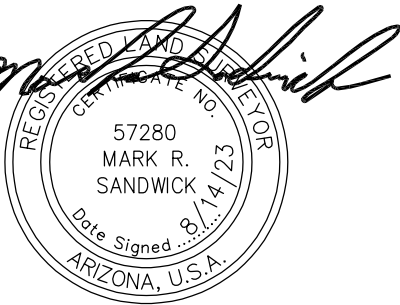
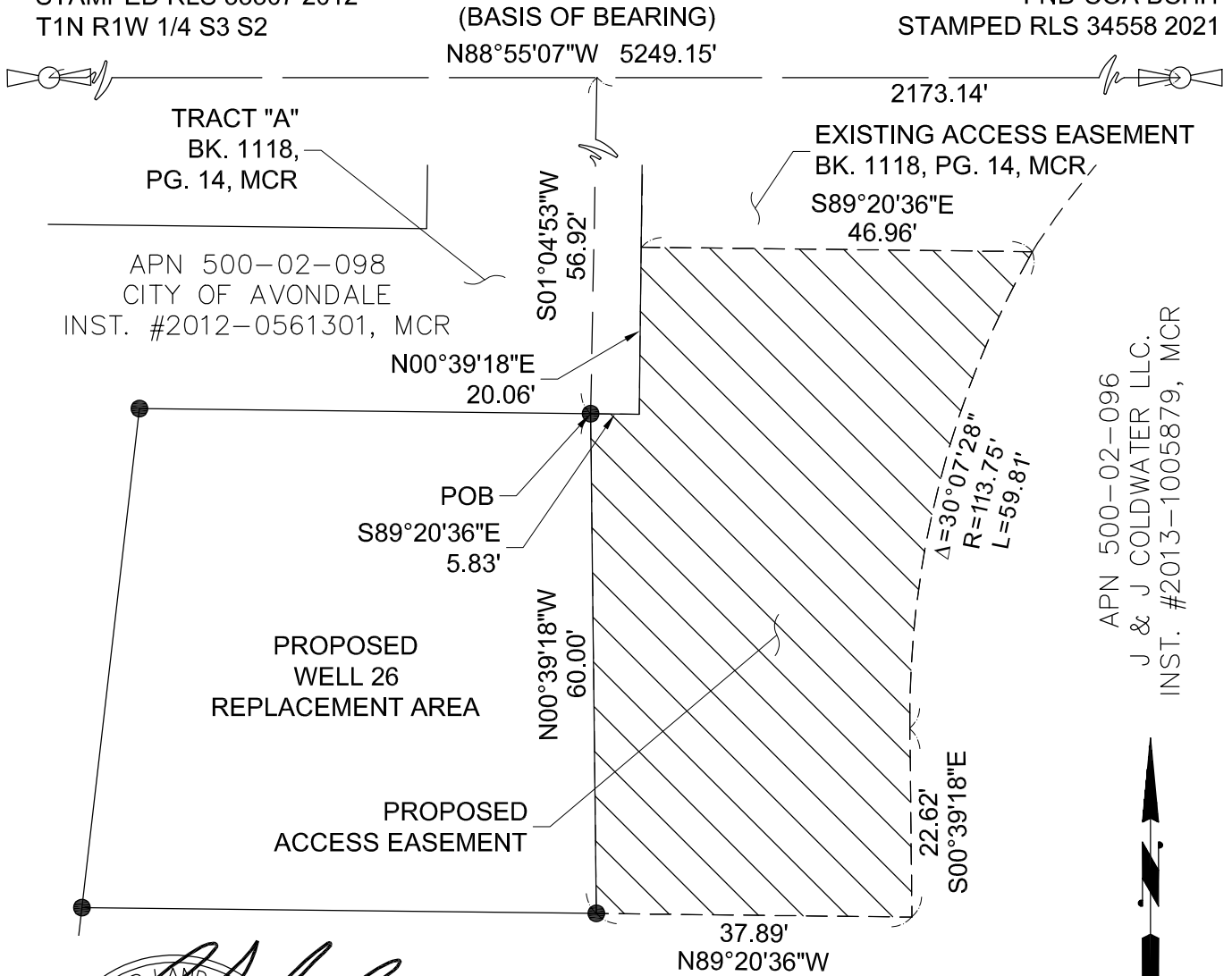
						SHEET NO: 3-OF-3	WILSON & COMPANY 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230	
						SCALE: NTS		
						PROJECT NO: 23-300-069-00		
						DRAWN BY: BWC		DATE: 08/14/2023
						CHECKED BY: MRS		08/14/2023
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	APPROVED BY: MRS	08/14/2023	CITY OF AVONDALE WELL 26 REPLACEMENT ACCESS EASEMENT

J:\Survey\PROJECTS\2023\2330006900 - Carollo - Well 26 ALTA Survey\2_Disciplines\Survey\Drawings\233000-WELL 26 LEGAL ACCESS - GROUND - 1.000126 (V2).dwg Plotted on: Aug 14, 2023 - 9:57 am By: PKaminsky

WEST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND MARICOPA COUNTY
BRASS CAP FLUSH
STAMPED RLS 33307 2012
T1N R1W 1/4 S3 S2

EXHIBIT A

POINT OF COMMENCEMENT FOR
PROPOSED ACCESS EASEMENT
LEGAL DESCRIPTION AND
EAST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND COA BCHH
STAMPED RLS 34558 2021



AREA:
3197.52 SQ. FT.
0.073 ACRE

						SHEET NO: 1-OF-3		 410 North 44th Street, Suite 400 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230
						SCALE: 1"=20'		
						PROJECT NO: 23-300-069-00		
						DRAWN BY: BWC	DATE: 08/14/2023	
						CHECKED BY: MRS	08/14/2023	
						APPROVED BY: MRS		CITY OF AVONDALE WELL 26 REPLACEMENT ACCESS EASEMENT
						08/14/2023		
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D			

EXHIBIT 3
TO
ORDINANCE NO. 2048-0823

[Legal Description and Map of Temporary Construction Easement]

See following pages.

EXHIBIT A

A TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF LOT 1, COLDWATER DEPOT LOGISTICS CENTER, ACCORDING TO THE PLAT RECORDED IN BOOK 1118 OF MAPS, PAGE 14, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2 (3" CITY OF AVONDALE BRASS CAP IN HAND HOLE STAMPED LS 34558 2021) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (MARICOPA COUNTY BRASS CAP FLUSH STAMPED RLS 33307 2012 T1N R1W 1/4 S3 S2) BEARS NORTH 88° 55' 07" WEST, A DISTANCE OF 5,249.15 FEET;

THENCE NORTH 88° 55' 07" WEST, ALONG THE EAST-WEST MIDSECTION LINE, A DISTANCE OF 2,173.14 FEET;

THENCE SOUTH 01°04'53" WEST A DISTANCE OF 56.92 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID FINAL PLAT, THE POINT OF BEGINNING;

THENCE ALONG THE PERIPHERY OF SAID TRACT "A" THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 89°20'36" EAST A DISTANCE OF 5.83 FEET;
- 2) NORTH 00°39'18" EAST A DISTANCE OF 10.00 FEET;

THENCE ACROSS SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE SOUTH 89°20'36" EAST, LEAVING SAID PERIPHERY, A DISTANCE OF 3.94 FEET;
- 2) THENCE SOUTH 00°39'18" EAST A DISTANCE OF 80.01 FEET;
- 3) THENCE NORTH 89°20'36" WEST A DISTANCE OF 73.05 FEET TO A POINT ON AN EAST LINE OF SAID TRACT "A";

THENCE NORTH 06°35'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 10.05 FEET TO A POINT COINCIDENT WITH THE SOUTHWEST CORNER OF THAT PROPOSED WELL 26 REPLACEMENT AREA;

THENCE ALONG THE PERIPHERY OF SAID PROPOSED WELL 26 REPLACEMENT AREA THE REMAINING COURSES AND DISTANCES:



						SHEET NO: 2-OF-3		 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230
						SCALE: NTS		
						PROJECT NO: 23-300-069-00		
						DRAWN BY: BWC	DATE: 08/14/2023	
						CHECKED BY: MRS	08/14/2023	
						APPROVED BY: MRS 08/14/2023		
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CITY OF AVONDALE WELL 26 REPLACEMENT TEMPORARY CONSTRUCTION EASEMENT		

EXHIBIT A

THENCE SOUTH 89°20'36" EAST A DISTANCE OF 61.78 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00°39'18" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,364.74 SQUARE FEET OR 0.031 ACRE OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 88 DEGREES 55 MINUTES 07 SECONDS WEST FOR THE EAST-WEST MIDSECTION LINE OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AS MEASURED AND CALCULATED FROM A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.



J:\Survey\PROJECTS\2023\330006900 - Carollo - Well 26 ALTA Survey\2_Disciplines\Survey\Drawings\233000-WELL 26 LEGAL TCE - GROUND - 1,000'26 (V2).dwg Plotted on: Aug 14, 2023 - 10:13am By: PKaminsky

						SHEET NO:	3-OF-3	 WILSON & COMPANY 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230
						SCALE:	NTS	
						PROJECT NO:	23-300-069-00	
						DRAWN BY:	BWC	
						CHECKED BY:	MRS	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	DATE:	08/14/2023	CITY OF AVONDALE WELL 26 REPLACEMENT TEMPORARY CONSTRUCTION EASEMENT
						APPROVED BY:	MRS	

WEST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND MARICOPA COUNTY
BRASS CAP FLUSH
STAMPED RLS 33307 2012
T1N R1W 1/4 S3 S2

EXHIBIT A

POINT OF COMMENCEMENT FOR PROPOSED
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION AND
EAST 1/4 COR.
SEC. 2., T1N, R1W, G&SRM
FND COA BCHH
STAMPED RLS 34558 2021

(BASIS OF BEARING)
N88°55'07"W 5249.15'

2173.14'

TRACT "A"
BK. 1118,
PG. 14, MCR

APN 500-02-098
CITY OF AVONDALE
INST. #2012-0561301, MCR

N00°39'18"E 10.00'

S01°04'53"W 56.92'

S89°20'36"E 3.94'

POB

S89°20'36"E 5.83'

PROPOSED
WELL 26
REPLACEMENT AREA

N00°39'18"W 60.00'

S00°39'18"E 80.01'

N06°35'07"E 10.05'

S89°20'36"E 61.78'

N89°20'36"W 73.05'

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

AREA:
1364.74 SQ. FT.
0.031 ACRE

APN 500-02-096
J & J COLDWATER LLC.
INST. #2013-1005879, MCR



1"=20'
SE 1/4
SEC 2
T. 1 N.
SCALE: R. 1 W.

J:\Survey\PROJECTS\2023\3330006900 - Carollo - Well 26 ALTA Survey\2_Disciplines\Survey\Drawings\233000-WELL 26 LEGAL TCE - GROUND - 1,000'26 (V2).dwg Plotted on: Aug 14, 2023 - 10:11am By: PKaminsky

						SHEET NO: 1-OF-3	WILSON & COMPANY 410 North 44th Street, Suite 460 Phoenix, AZ 85008 Phone: 602-283-2701 Fax: 602-273-1230	
						SCALE: 1"=20'		
						PROJECT NO: 23-300-069-00		
						DRAWN BY: BWC		
						CHECKED BY: MRS		
						APPROVED BY: MRS	CITY OF AVONDALE WELL 26 REPLACEMENT TEMPORARY CONSTRUCTION EASEMENT	
NO.	REVISION-DESCRIPTION				BY	DATE	CHK'D	APP'D

CITY COUNCIL REPORT

SUBJECT: Ordinance 2049-0823 - Authorizing the sale of certain real property totaling approximately 8.9 acres located on the northeast corner of Van Buren St. and Avondale Blvd

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development and Tourism Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The sale of this property will allow for future commercial uses to provide additional amenities within the BLVD and ongoing sales tax revenue for the City.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2049-0823, authorizing the sale of certain real property totaling approximately 8.9 acres located at the northeast corner of Van Buren St. and Avondale Blvd., Avondale, Arizona Assessor Parcel Number 102-57-270, approve a budget transfer from Unanticipated Revenue to the General Fund for real estate transaction costs, and authorize the Mayor and City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale is the owner of real property totaling approximately 8.9 acres generally located on the northeast corner of Van Buren St. and Avondale Blvd. and assigned Maricopa County Assessor's Parcel Number 102-57-270. On May 11, 2021, Council approved the Blvd Lake Plat as recorded in book 1592, page 22 of the Maricopa county recorders office. The plat identified established lot 3, further identified as Arizona Parcel Number 102-57-270.

DISCUSSION:

This property falls within the BLVD Specific Plan and is anticipated to be utilized as a future restaurant and retail commercial site. Staff believes the sale of this property will create an opportunity for the property to actualize its highest and best use within the BLVD.

BUDGET IMPACT:

The parcel is expected to sell for approximately \$3,970,000. Land transaction costs are estimated at \$130,000,

for a net gain of \$3,840,000. This revenue was not anticipated in FY2024. The necessary budget appropriation for the real estate transaction costs will be transferred from Unanticipated Revenue to the General Fund.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the sale of certain real property totaling approximately 8.9 acres located at the northeast corner of Van Buren St. and Avondale Blvd and approve a budget transfer from Unanticipated Revenue to the General Fund for real estate transaction costs.

Contact person for document distribution: Cheryl Covert

APN: 102-57-270
8.9 Acres

ORDINANCE NO. 2049-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF VAN BURAN AND AVONDALE BOULEVARD, IN AVONDALE, ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling approximately ± 8.9 acres generally located at the northeast corner of Van Buren and Avondale Blvd (the “City Property”), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

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

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

SECTION 2. The sale of the City Property is hereby authorized, subject to such conditions as set forth in a purchase and sale agreement executed for the purpose of selling the City Property.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2049-0823

[City Property Legal Description]

See following page.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (6), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in Hand Hole at the intersection of Avondale Boulevard and Van Buren Street also being the Southwest Corner (SW Cr) of section 6 from which a found brass cap in Hand Hole at the West Quarter corner of said Section 6, at the intersection of Roosevelt Street and Avondale Boulevard, bears North 00°02'19" West, a distance of 2,626.36 feet;

THENCE along said section line also being Avondale Boulevard, North 00 degrees 02 minutes 19 seconds West, a distance of 100.96 feet;

THENCE Departing said line, North 89 degrees 57 minutes 41 seconds East, a distance of 65.00 feet to the **point of Beginning**;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 603.48 feet;

THENCE South 45 degrees 28 minutes 20 seconds East a distance of 43.56 feet;

THENCE North 89 degrees 05 minutes 38 seconds East a distance of 250.13 feet;

THENCE North 44 degrees 31 minutes 40 seconds East a distance of 49.87 feet;

THENCE South 00 degrees 02 minutes 19 seconds East a distance of 68.00 feet;

THENCE North 89 degrees 05 minutes 38 seconds East a distance of 362.18 feet;

THENCE South 01 degrees 12 minutes 26 seconds East a distance of 293.71 feet;

THENCE South 89 degrees 07 minutes 15 seconds West a distance of 0.31 feet;

THENCE South 01 degrees 04 minutes 28 seconds East a distance of 261.00 feet;

THENCE South 89 degrees 07 minutes 15 seconds West a distance of 584.64 feet;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 15.00 feet;

THENCE South 89 degrees 07 minutes 15 seconds West a distance of 104.10 feet to the **Point of Beginning**;

Containing 389,114.4 sqft or 8.93 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com



EXHIBIT "A"

POINT OF COMMENCING

N. AVONDALE BLVD & W. ROOSEVELT ST
W. 1/4 CORNER OF SECTION 06 FND BCHH

APN: 102-57-272A

APN: 102-57-269

(BASIS OF BEARING)

N. AVONDALE BOULEVARD N00° 02' 19"W 2626.36'

P.O.B.

65.00'

100.96'

POINT OF COMMENCING

N. AVONDALE BLVD & W. VAN BUREN ST
SW. CORNER SECTION 06
FND BRASS CAP IN HH

W. VAN BUREN STREET

APN: 102-57-270

LINE TABLES

LINES	LENGTHS	BEARING
L1	43.56'	S45° 28' 20"E
L2	49.87'	N44° 31' 40"E
L3	68.00'	S00° 02' 19"E
L4	0.31'	S89° 07' 15"W
L5	15.00'	N00° 02' 19"W

N00° 02' 19"W
603.48'

N89° 05' 38"E
250.13'

N89° 05' 38"E
362.18'

S01° 12' 26"E
293.71'

S01° 04' 28"E
261.00'

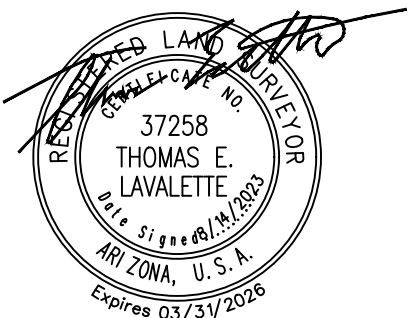
APN: 102-57-273

S89° 07' 15"W
104.10'

S89° 07' 15"W
584.64'

100' ROW

85' ROW



SCALE:
NTS
T1N R1E



ENGINEERING ALLIANCE
I N C

PROJECT: 2023-M-049

DATE: 08-11-2023

CHKD BY: TL

DRN BY: BL

SCALE: N.T.S.

TITLE:

APN 102-57-270
THE BOULEVARD

SHEET NO: 1 OF 2

CITY COUNCIL REPORT

SUBJECT: Ordinance 2050-0823 - Authorizing the sale of certain real property totaling approximately 2.5 acres located at the Northeast corner of Avondale Blvd and The Blvd

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development and Tourism Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The sale of this property will allow for future commercial uses to provide additional amenities within the BLVD and ongoing sales tax revenue for the City.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2050-0823, authorizing the sale of certain real property totaling approximately 2.5 acres located at the northeast corner of Avondale Blvd and The Blvd, Avondale, Arizona Assessor Parcel number 102-57-262, approve a budget transfer from Unanticipated Revenue to the General Fund for the real estate transaction costs, and authorize the Mayor and City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale owns real property totaling approximately 2.5 acres, generally located on the northeast corner of Avondale Blvd and The Blvd, and assigned Maricopa County Assessor's Parcel number 102-57-262. On February 5, 2020, a re-plat of lot 3, Avondale City Center, was subdivided into two parcels and recorded in Maricopa County. Parcel one was sold to Dutch Bros., and now the City is requesting to sell the remaining parcel.

DISCUSSION:

This property falls within the BLVD Specific Plan and is anticipated to be utilized as a future commercial site. Staff believes the sale of this property will create an opportunity for the property to actualize its highest and best use within the BLVD.

BUDGET IMPACT:

The parcel is expected to sell for approximately \$1,099,000. Land transaction costs are estimated at \$43,000,

for a net gain of \$1,056,000. This revenue was not anticipated in FY2024. The necessary budget appropriation for the real estate transaction costs will be transferred from Unanticipated Revenue to the General Fund.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the sale of certain real property totaling approximately 2.5 acres located at the northeast corner of Avondale Blvd and The Blvd and approve a budget transfer from Unanticipated Revenue to the General Fund for the real estate transaction costs.

Contact person for document distribution: Cheryl Covert

APN: 102-57-262 (Just South of Dutch Bros.)



ORDINANCE NO. 2050-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY
GENERALLY LOCATED AT THE NORTHEAST CORNER OF AVONDALE
BOULEVARD AND THE BLVD, IN AVONDALE, ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling approximately ± 2.43 acres generally located at the northeast corner of Avondale Blvd and The Blvd (the “City Property”), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

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

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

SECTION 2. The sale of the City Property is hereby authorized, subject to such conditions as set forth in a purchase and sale agreement executed for the purpose of selling the City Property.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2050-0823

[City Property Legal Description]

See following page.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (6), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap Flush at the intersection of Avondale Boulevard and Roosevelt Street also being the West Quarter Corner (W1/4) of section 6 from which a found brass cap in a hand hole at the Southwest corner of said Section 6, at the intersection of Van Buren Street and Avondale Boulevard, bears South 00°02'19" East, a distance of 2,626.36 feet;

THENCE along said section line also being Avondale Boulevard, South 00 degrees 02 minutes 19 seconds East, a distance of 821.00 feet;

THENCE Departing said line, North 89 degrees 57 minutes 41 seconds East, a distance of 114.77 feet to the **point of Beginning**;

THENCE North 88 degrees 58 minutes 14 seconds East a distance of 24.48 feet;

THENCE South 00 degrees 03 minutes 11 seconds East a distance of 149.82 feet;

THENCE North 89 degrees 03 minutes 18 seconds East a distance of 240.53 feet;

THENCE South 00 degrees 04 minutes 42 seconds East a distance of 292.68 feet;

THENCE South 44 degrees 31 minutes 47 seconds West a distance of 49.86 feet;

THENCE South 89 degrees 04 minutes 58 seconds West a distance of 212.93 feet;

THENCE North 00 degrees 55 minutes 02 seconds West a distance of 25.54 feet;

THENCE North 49 degrees 34 minutes 08 seconds West a distance of 48.24 feet;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 7.27 feet;

THENCE South 89 degrees 57 minutes 41 seconds West a distance of 30.00 feet;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 79.90 feet;

THENCE North 06 degrees 47 minutes 25 seconds East a distance of 42.05 feet;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 34.70 feet;

THENCE North 89 degrees 57 minutes 41 seconds East a distance of 29.00 feet;

THENCE North 00 degrees 02 minutes 19 seconds West a distance of 36.00 feet;

THENCE South 89 degrees 57 minutes 41 seconds West a distance of 29.00 feet;
THENCE North 00 degrees 02 minutes 19 seconds West a distance of 95.70 feet;
THENCE North 89 degrees 57 minutes 41 seconds East a distance of 10.00 feet;
THENCE North 00 degrees 02 minutes 19 seconds West a distance of 89.11 feet;
THENCE North 44 degrees 08 minutes 30 seconds East a distance of 49.89 feet to the **Point of Beginning**;

Containing 105,738.3 sqft or 2.43 acres more or less

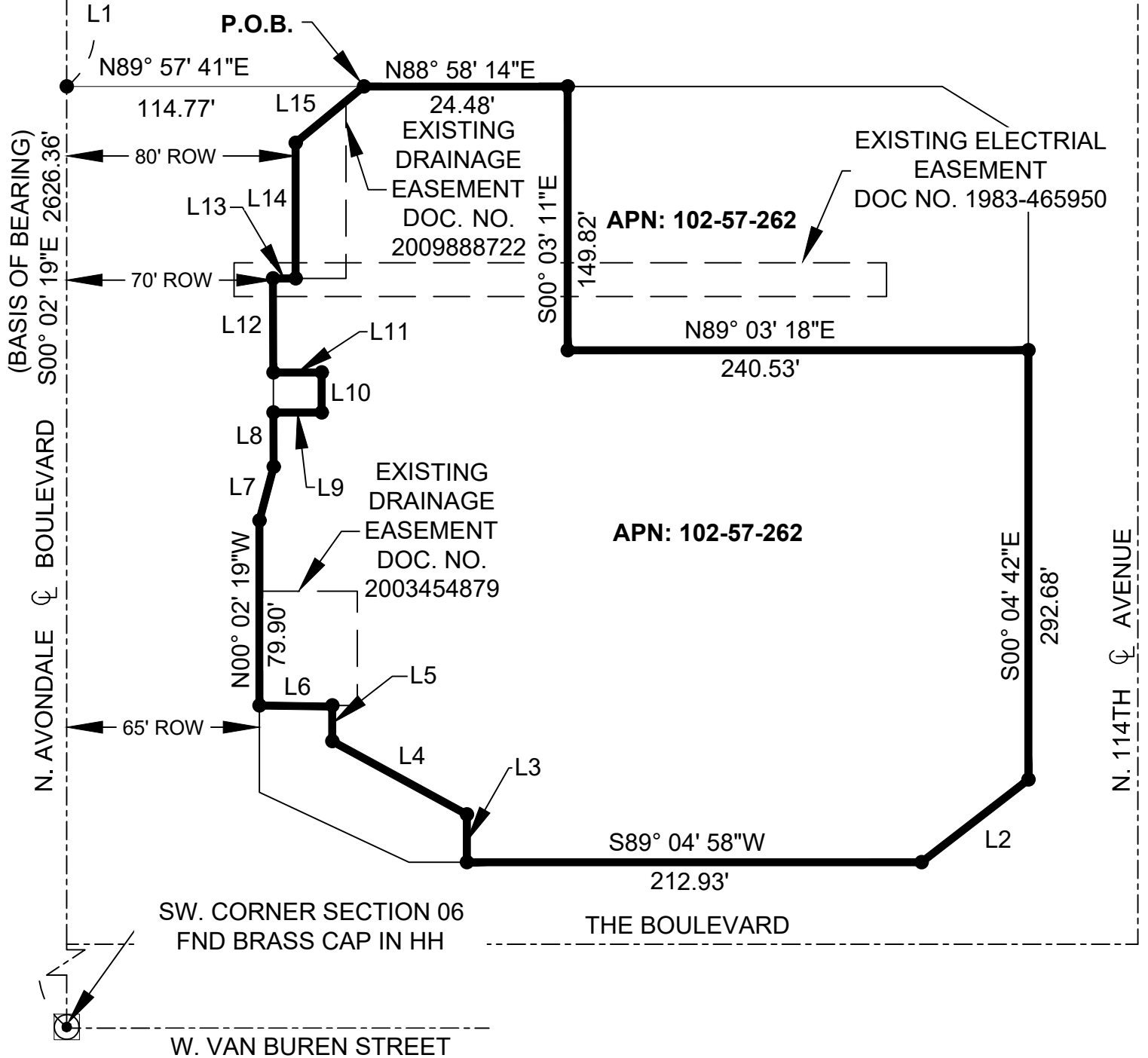
Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com



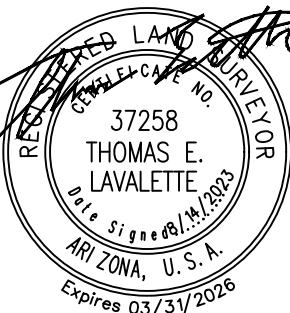
EXHIBIT "A"

POINT OF COMMENCING

N. AVONDALE BLVD & W. ROOSEVELT ST
W. 1/4 CORNER OF SECTION 06 FND BCHH



W. VAN BUREN STREET



SCALE:
NTS
T1N R1E



ENGINEERING ALLIANCE
I N C

PROJECT: 2023-M-049	
DATE: 08-11-2023	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: APN 102-57-262 THE BOULEVARD	
SHEET NO: 1 OF 2	

CITY COUNCIL REPORT

SUBJECT: Ordinance 2051-0823 – Granting of an Irrigation Easement for Infrastructure to the Roosevelt Irrigation District

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2051-0823 authorizing the granting of an irrigation easement to the 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:

The Roosevelt Irrigation District (RID) installed pipe for irrigation purposes as part of its Rio Crossing Lateral Project in 2004. RID installed their infrastructure within the City's right-of-way of El Mirage Road and Indian School Road without the benefit of an easement from the City. Staff wishes to grant RID an irrigation easement to allow for continued access and maintenance of their infrastructure.

DISCUSSION:

A new development, Sola Communities at Rio Bonito (Sola), will be located on the northwest corner of El Mirage Road and Indian School Road. The developers of Sola, CBC Rio Bonita, LLC, and Prestige Partners, LLC, will install new irrigation pipes to tie into the easement to be granted by the City.

BUDGET IMPACT:

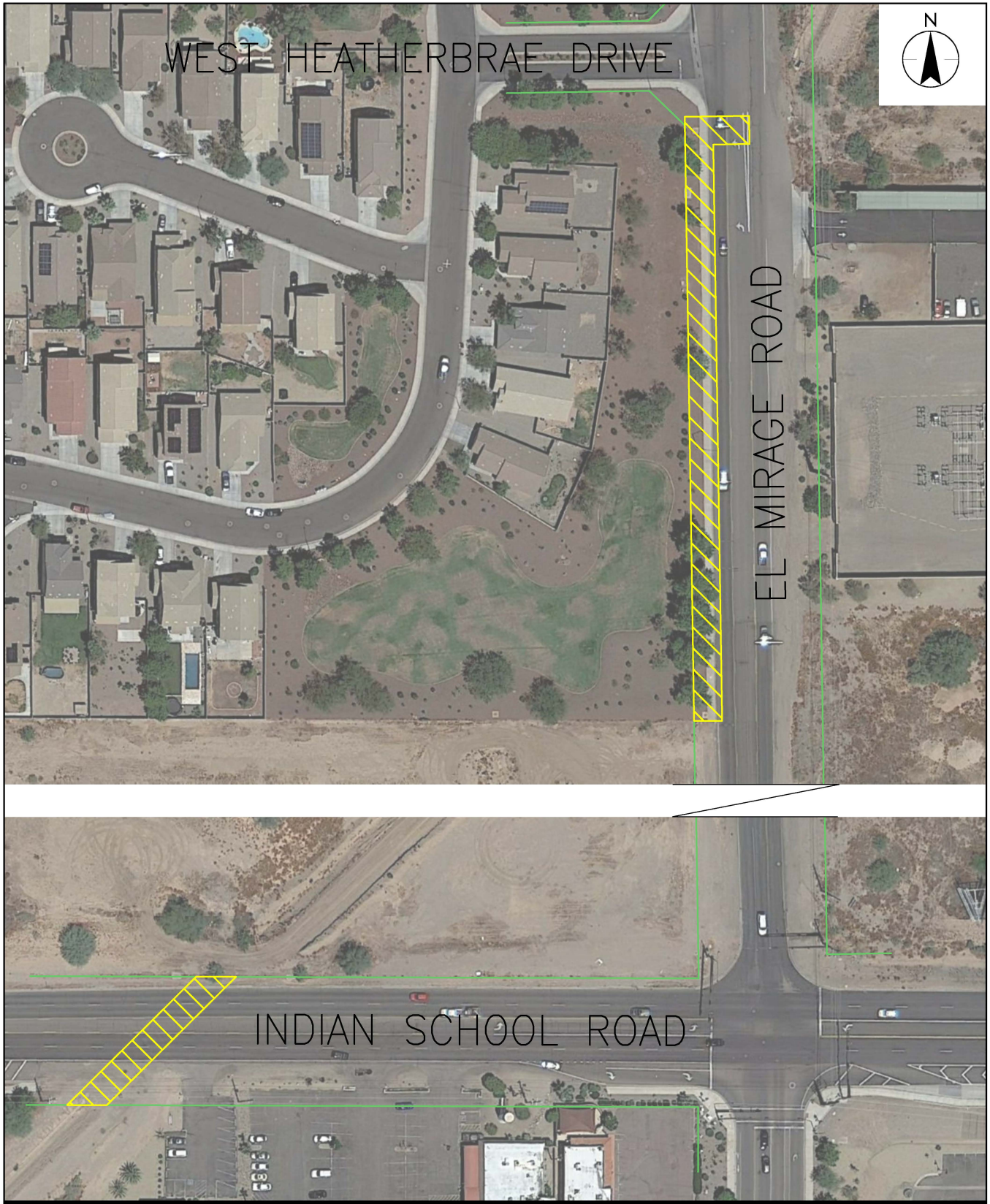
There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of an irrigation easement to the

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: Yulonda Moore, Terry Dorschied



VICINITY MAP

ORDINANCE NO. 2051-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING IRRIGATION EASEMENTS TO ROOSEVELT IRRIGATION DISTRICT AT INDIAN SCHOOL ROAD AND EL MIRAGE ROAD FOR PUBLIC USE.

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

SECTION 1. Two easements for the purpose of accessing and maintaining Roosevelt Irrigation District (“RID”) owned pipe for irrigation purposes, substantially in the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Irrigation Easement”), through, over, under, and across $\pm$ 0.39 acres of real property, generally located at Indian School Road and El Mirage Road, as more particularly depicted and described as part of Exhibit A to the Irrigation Easement is hereby granted to RID.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2051-0823

[Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

Roosevelt Irrigation District
103 West Baseline
Buckeye, Arizona 85326

IRRIGATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF AVONDALE, ARIZONA ("Grantor"), an Arizona municipal corporation FOR AND IN CONSIDERATION OF THE SUM of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to ROOSEVELT IRRIGATION DISTRICT ("Grantee"), an irrigation district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline, together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit A attached hereto and made by reference a part hereof.

Grantor shall not convey any easement or grant any permits within the easement areas without the prior written approval of Grantee.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement without a permit from and prior written approval of Grantee.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to Grantor, its successors or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to prior written approval by Grantee.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any improvements described in paragraphs 1 and 2, above, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to collect, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto. If, in the course of such repair, maintenance, replacement or installation, Grantee damages any improvements of Grantor, Grantor may restore such improvements at Grantor's expense.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

[Signatures on following page.]

EXBHIBIT "A"

LEGAL DESCRIPTION ROOSEVELT IRRIGATION DISTRICT LATERAL 1.5 – INDIAN SCHOOL ROAD & EL MIRAGE ROAD

Portions of the East Half of the Southeast Quarter of Section 23, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portions being more particularly described as follows:

Easement 1

Commencing at the Southeast corner of said Section 23, said corner being a found MCDOT brass cap in handhole and from which the East Quarter corner of said Section 23, being a found MCDOT brass cap in handhole, bears N00°52'53"W a distance of 2604.08 feet;

Thence, N00°52'53"W a distance of 847.77 feet along the East line of said Southeast quarter to the Southeast corner of Rio Crossing as recorded in Book 676, Page 10, Maricopa County Records;

Thence, N89°47'34"W a distance of 31.01 feet along said South line to the POINT OF BEGINNING;

Thence, continuing N89°47'34"W a distance of 24.00 feet to a point on the West right-of-way line of El Mirage Road;

Thence, N00°52'53"W a distance of 515.95 feet along said West right-of-way;

Thence, N89°07'07"E a distance of 55.00 feet departing said right-of-way to the East line of said Section 23;

Thence, S00°52'53"E a distance of 24.00 feet along the East line of said Section 23;

Thence, S89°07'07"W a distance of 31.00 feet departing said East line;

Thence, S00°52'53"E a distance of 492.40 feet along a line parallel and 24.00 feet normally distant East of said West right-of-way to the POINT OF BEGINNING.

Easement 2

Commencing at said Southeast corner of Section 23, said corner being a found MCDOT brass cap in handhole and from which the South Quarter corner of said Section 23, being a found MCDOT brass cap in handhole, bears N89°47'34"W a distance of 2326.67 feet;

V:\1813\active\181300796\drawings\survey\La_1_5_ISR_EMIR.doc

Thence, N89°47'34"W a distance of 451.63 feet along the South line of said Southeast quarter;

Thence, N00°12'26"E a distance of 55.00 feet departing said South line to a point on the North right-of-way line of Indian School Road and the POINT OF BEGINNING;

Thence, S45°13'00"W a distance of 155.59 feet to a point on the South right-of-way line of said Indian School Road;

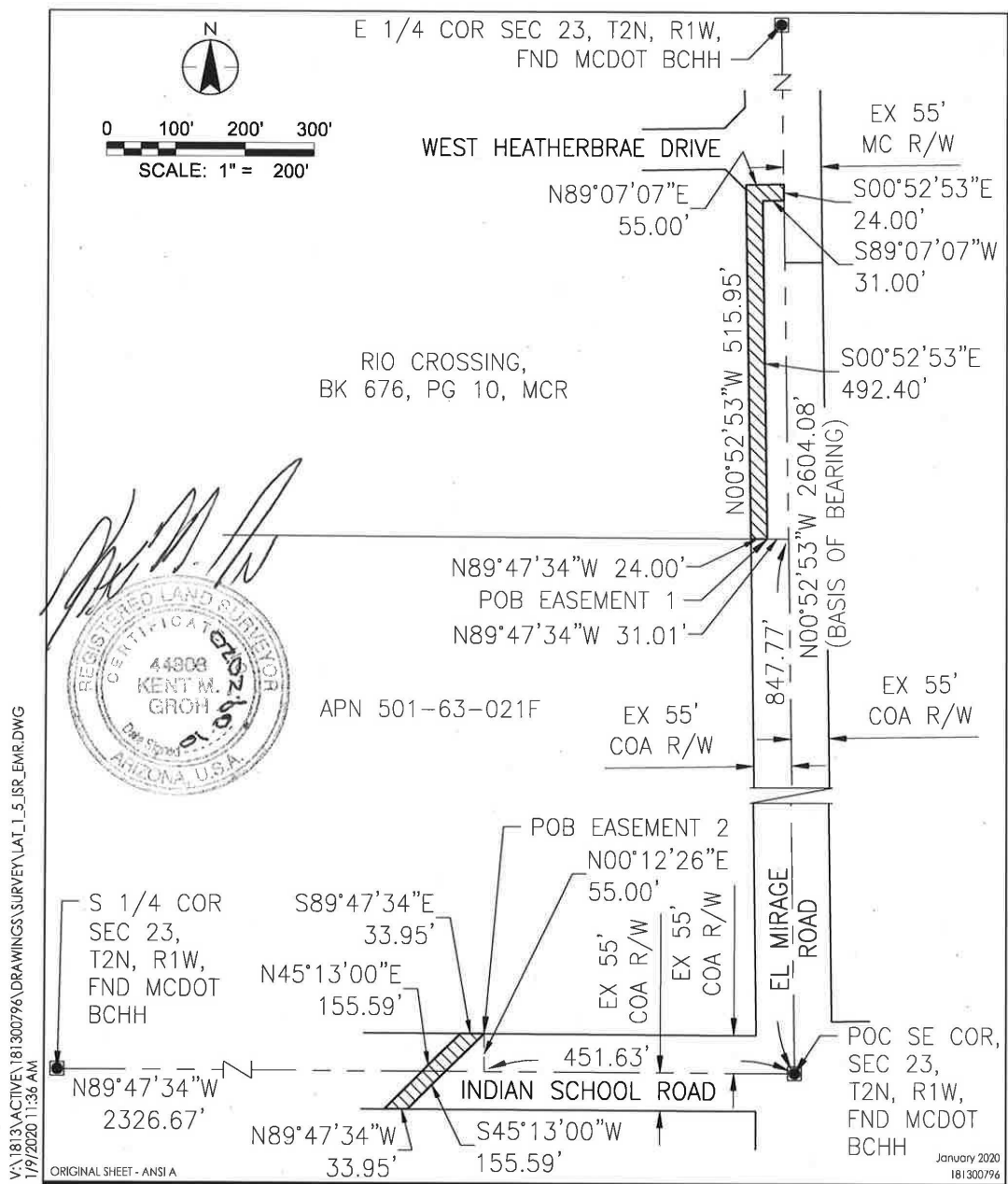
Thence, N89°47'34"W a distance of 33.95 feet along said South right-of-way line;

Thence, N45°13'00"E a distance of 155.59 feet to a point on said North right-of-way line;

Thence, S89°47'34"E a distance of 33.95 along said North right-of-way to the POINT OF BEGINNING.

Together containing 18,866 square feet or 0.39 acres gross and being subject to any easements, restrictions, or rights-of-way of record or otherwise.





3133 West Frye Road Suite 300
 Chandler, Arizona USA
 www.stantec.com

Client/Project
 Roosevelt Irrigation District
 Lateral 1.5
 Indian School Road & El Mirage Road
 Figure No.
 2
 Title
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION

CITY COUNCIL REPORT

SUBJECT: Ordinance 2052-0823 – Granting of an Irrigation Easement to the Roosevelt Irrigation District

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2052-0823 authorizing the granting of an irrigation easement to the 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:

The Roosevelt Irrigation District (RID) was granted an easement for the construction, maintenance and operation of canals, ditches and laterals as recorded on May 9, 1928, in Deed Book 220, Page 392 of the Maricopa County Recorder's Office. The easement is currently an open irrigation channel on the northwest corner of El Mirage Road and Indian School Road.

On June 26, 2023, City Council approved the "Final Plat for Sola Communities at Rio Bonito", which was recorded in Book of Maps 1746, Page 37 of the Maricopa County Recorder's Office.

DISCUSSION:

A new development, Sola Communities at Rio Bonito, will be located on the northwest corner of El Mirage Road and Indian School Road. The proposed development will require the abandonment of RID's existing open channel and installing a new irrigation pipe in the City's existing right-of-way of El Mirage Road and Indian School Road. Staff has reviewed this request and has agreed to grant RID an irrigation easement.

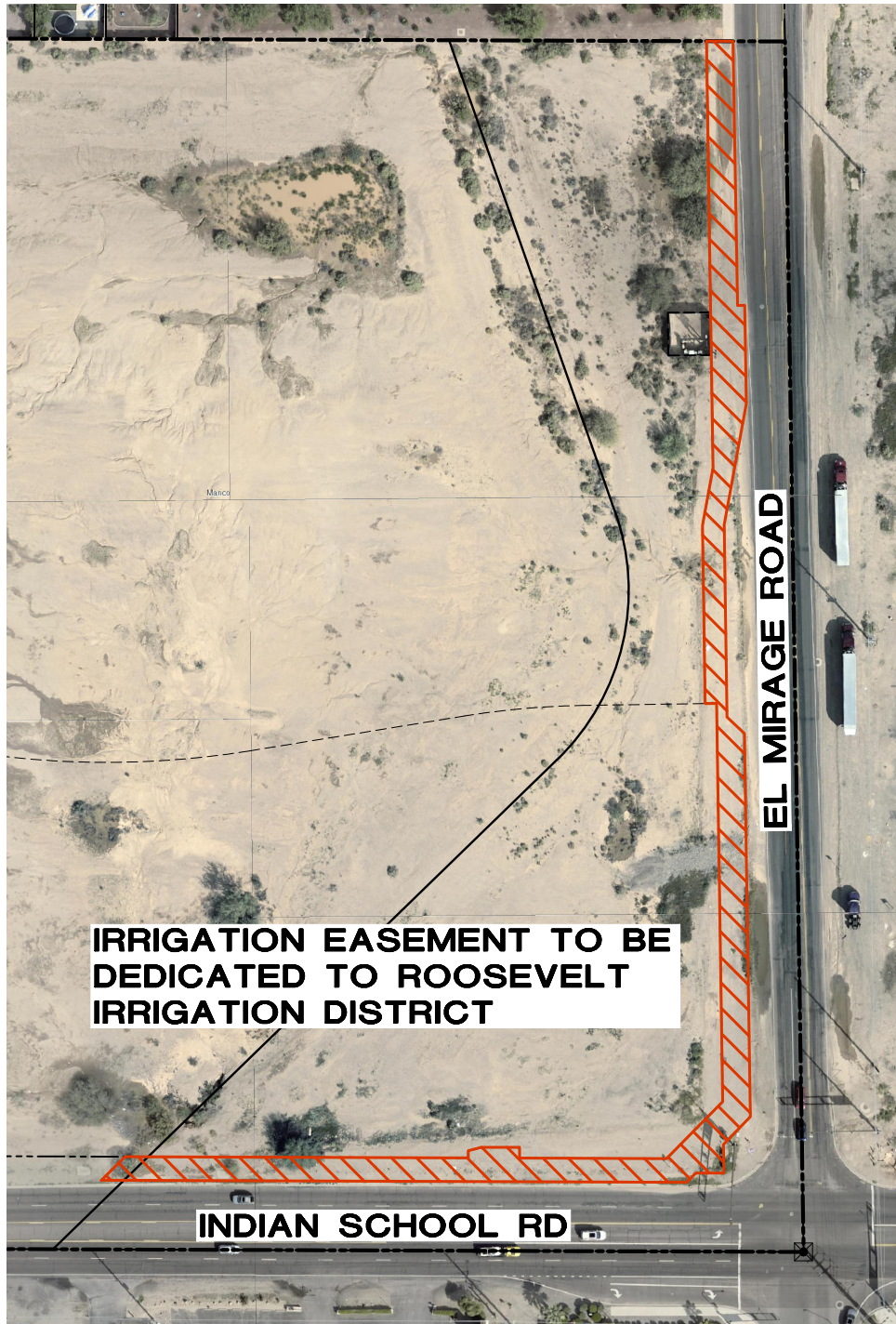
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of an irrigation easement to the 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: Yulonda Moore, Terry Dorscheid



VICINITY MAP



SCALE: N.T.S.

ORDINANCE NO. 2052-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO ROOSEVELT IRRIGATION DISTRICT AT INDIAN SCHOOL ROAD AND EL MIRAGE ROAD FOR INFRASTRUCTURE RELATING TO SOLA COMMUNITIES AT RIO BONITO DEVELOPMENT.

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

SECTION 1. An irrigation easement for the purpose of constructing, maintaining and repairing improvements on real property relating to the Sola Communities at Rio Bonito development in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the "Irrigation Easement"), through, over, under and across ± 0.506 acres of real property, generally located at Indian School Road and El Mirage Road, as more particularly described and depicted as part of Exhibit A to the Irrigation Easement is hereby granted to the Roosevelt Irrigation District.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2052-0823

[Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

Roosevelt Irrigation District
103 West Baseline
Buckeye, Arizona 85326

IRRIGATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF AVONDALE, ARIZONA ("Grantor"), an Arizona municipal corporation FOR AND IN CONSIDERATION OF THE SUM of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to ROOSEVELT IRRIGATION DISTRICT ("Grantee"), an irrigation district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline, together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit A attached hereto and made by reference a part hereof.

Grantor shall not convey any easement or grant any permits within the easement areas without the prior written approval of Grantee.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement without a permit from and prior written approval of Grantee.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to Grantor, its successors or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to prior written approval by Grantee.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any improvements described in paragraphs 1 and 2, above, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to collect, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto. If, in the course of such repair, maintenance, replacement or installation, Grantee damages any improvements of Grantor, Grantor may restore such improvements at Grantor's expense.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

[Signatures on following page.]

EXHIBIT "A"

RID-ESMT



EXHIBIT "A"

LEGAL DESCRIPTION
ROOSEVELT IRRIGATION DISTRICT
LATERAL 1.5
INDIAN SCHOOL ROAD & EL MIRAGE ROAD

A portion an existing 55.00-foot roadway right-of-way as described in Maricopa County Recorder (MCR) Docket 5831, Page 212 and Book 29 of Roads, Page 11 as well as parcels described in MCR Documents # 2022-0605797 and #2021-0318478 lying in the Southeast Quarter of Section 23, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:

COMMENCING at the brass cap in hand hole found at the Southeast Corner of said Section 23, from which the brass cap in hand hole found at the South Quarter Corner of said Section bears North 89 degrees 47 minutes 34 seconds West a distance of 2,623.67 feet, said line being the South line of the Southeast Quarter of said Section 23, and said line being the basis of bearings for this description;

Thence along said South line of the Southeast Quarter, North 89 degrees 47 minutes 34 seconds West a distance of 492.08 feet to a point;

Thence North 00 degrees 12 minutes 26 seconds East a distance of 48.50 feet to a point on a line parallel with and 48.50 feet distant from said South line, said point being the POINT OF BEGINNING;

Thence North 45 degrees 13 minutes 00 seconds East a distance of 23.34 feet to a point on a line parallel with and 65.00 feet distant from said South line;

Thence along last-mentioned parallel line, South 89 degrees 47 minutes 34 seconds East a distance of 240.40 feet to a point;

Thence North 00 degrees 12 minutes 26 seconds East a distance of 5.00 feet to a point;

Thence North 74 degrees 49 minutes 52 seconds East a distance of 9.41 feet to a point on a line parallel with and 72.50 feet distant from said South line;

Thence along last-mentioned parallel line, South 89 degrees 47 minutes 34 seconds East a distance of 26.93 feet to a point;

Thence South 00 degrees 12 minutes 26 seconds West a distance of 7.50 feet to a point on said parallel line being 65.00 feet distant from said South line;

Thence along last-mentioned parallel line, South 89 degrees 47 minutes 34 seconds East a distance of 102.93 feet to a point;

6/21/2023

PAGE 1 OF 5

100.201

P:\100\100201 Marshall-Sola at Rio Bonito Final Plat\ID_PRODUCTION\Survey\S05_Legal Descriptions\RID Esmt
Revision\RID-ESMT_Offsite_rev1.docx



Thence North 44 degrees 39 minutes 47 seconds East a distance of 56.03 feet to a point on the existing west right-of-way line of El Mirage Road;

Thence along said existing west right-of-way line, North 00 degrees 52 minutes 53 seconds West a distance of 278.99 feet to a point;

Thence South 89 degrees 07 minutes 07 seconds West a distance of 8.00 feet to a point on a line parallel with and 63.00 feet distant from said East line;

Thence along last-mentioned parallel line, North 00 degrees 52 minutes 53 second West a distance of 124.66 feet to a point;

Thence North 10 degrees 22 minutes 33 seconds East a distance of 40.98 feet to a point on said existing west right-of-way line;

Thence along said existing west right-of-way line, North 00 degrees 52 minutes 53 seconds West a distance of 298.91 feet to a point on the south line of "Rio Crossing" as described in Book 676 of Maps, Page 10 of the Maricopa County Recorder;

Thence along the extension of said south line, South 89 degrees 47 minutes 34 seconds East a distance of 18.56 feet to a point;

Thence South 01 degree 00 seconds 55 seconds East a distance of 185.00 feet to a point;

Thence North 88 degrees 56 minutes 04 seconds East a distance of 5.02 feet to a point on a line parallel with and 31.00 feet distant from said East line;

Thence along said parallel line, South 00 degrees 52 minutes 53 seconds East a distance of 68.84 feet to a point;

Thence South 10 degrees 22 minutes 33 seconds West a distance of 86.17 feet to a point on a line parallel with and 47.82 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 52 minutes 53 seconds East a distance of 134.82 feet to a point;

Thence South 46 degrees 42 minutes 24 seconds East a distance of 16.73 feet to a point on a line parallel with and 35.82 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 52 minutes 53 seconds East a distance of 268.35 feet to a point;

Thence South 44 degrees 07 minutes 07 seconds West a distance of 27.12 feet to a point on said parallel line being 55.00 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 52 minutes 53 seconds East a



distance of 20.07 feet to a point on a line parallel with and 55.00 feet distant from said South line;

Thence along last-mentioned parallel line, North 89 degrees 47 minutes 34 seconds West a distance of 19.70 feet to a point;

Thence South 44 degrees 07 minutes 07 seconds West a distance of 9.02 feet to a point on said parallel line being 48.50 feet distant from said South line;

Thence along last-mentioned parallel line, North 89 degrees 47 minutes 34 seconds West a distance of 410.07 feet to the POINT OF BEGINNING.

Containing an area of 22,023 SQUARE FEET or 0.506 ACRES, more or less.

See attached Exhibit "B" drawing.

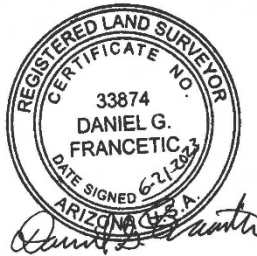
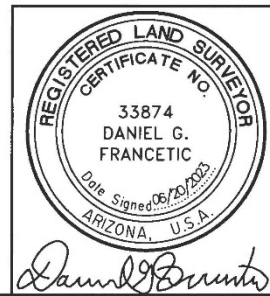
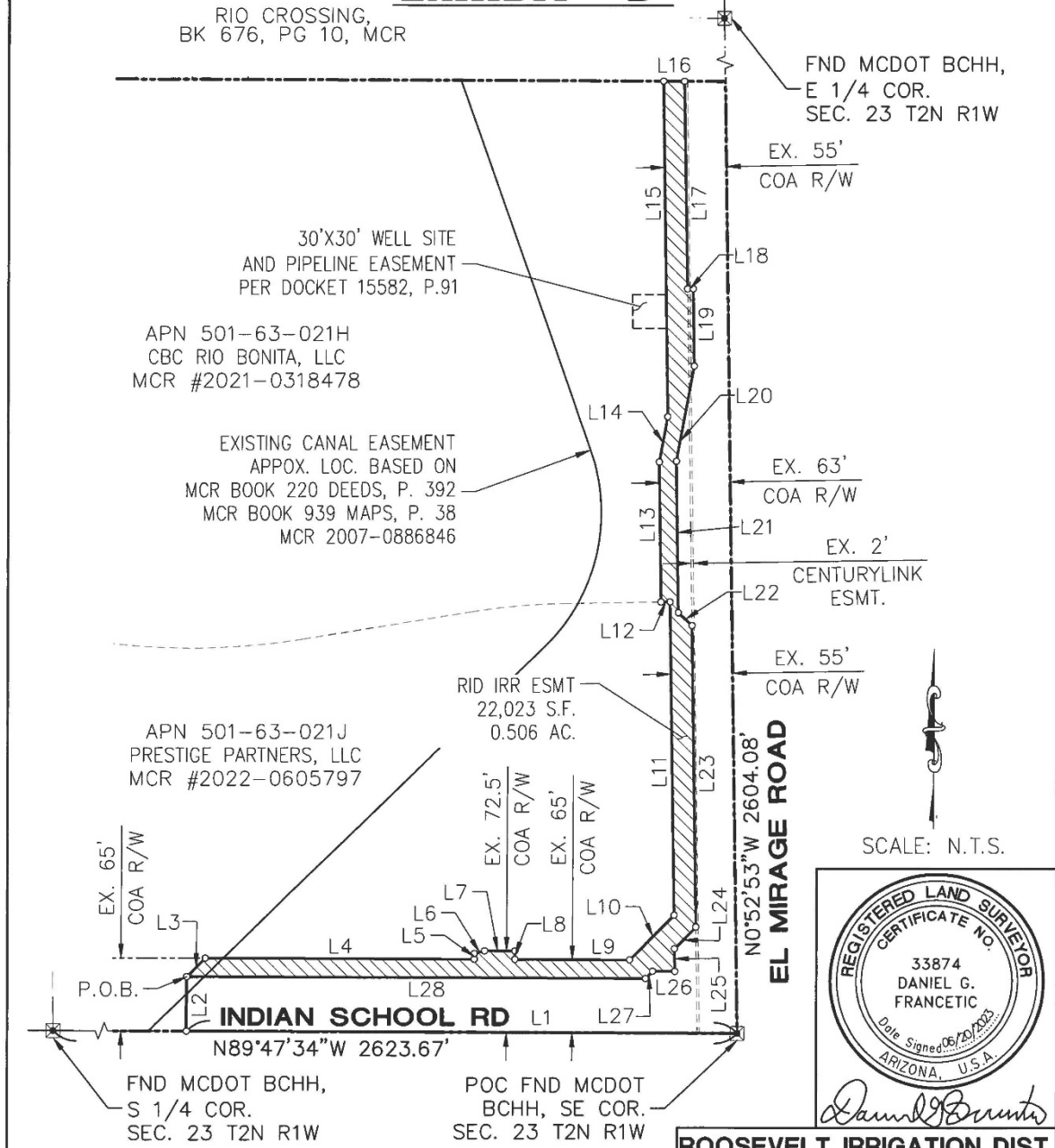


EXHIBIT "B"

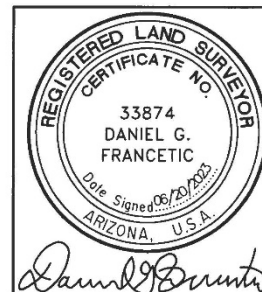


LEGEND  IRRIGATION EASEMENT BASIS OF BEARING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23 BEARING N89°47'34\"W	 Entellus™ 3038 N. 44th Street Suite 250 Phoenix, AZ 85018.7228 Tel 602.244.2566 Fax 602.244.8947 Website: www.Entellus.com	ROOSEVELT IRRIGATION DIST. LATERAL 1.5 SECTION 23, T2N, R1W IRRIGATION EASEMENT OFFSITE EXHIBIT DATE: 06/20/23 REV'D: DRAWN BY: JTP/CHK'D: DGF PG: 4 OF 5 FILE: 100201-RID ESMT_OFFSITE
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EXHIBIT "B"

LINE TABLE		
#	LENGTH	BEARING
L1	492.08'	N89°47'34"W
L2	48.50'	N00°12'26"E
L3	23.34'	N45°13'00"E
L4	240.40'	S89°47'34"E
L5	5.00'	N00°12'26"E
L6	9.41'	N74°49'52"E
L7	26.93'	S89°47'34"E
L8	7.50'	S00°12'26"W
L9	102.93'	S89°47'34"E
L10	56.03'	N44°39'47"E
L11	278.99'	N00°52'53"W
L12	8.00'	S89°07'07"W
L13	124.66'	N00°52'53"W
L14	40.98'	N10°22'33"E
L15	298.91'	N00°52'53"W
L16	18.56'	S89°47'34"E
L17	185.00'	S01°00'55"E
L18	5.02'	N88°56'04"E
L19	68.84'	S00°52'53"E
L20	86.17'	S10°22'33"W

LINE TABLE		
#	LENGTH	BEARING
L21	134.82'	S00°52'53"E
L22	16.73'	S46°42'24"E
L23	268.35'	S00°52'53"E
L24	27.12'	S44°07'07"W
L25	20.07'	S00°52'53"E
L26	19.70'	N89°47'34"W
L27	9.02'	S44°07'07"W
L28	410.07'	N89°47'34"W



ROOSEVELT IRRIGATION DIST.

LATERAL 1.5

SECTION 23, T2N, R1W

IRRIGATION EASEMENT OFFSITE LINE AND CURVE TABLE

DATE: 06/20/23 REV'D:
DRAWN BY: JTP/CHK'D: DGF PG: 5 OF 5
FILE: 100201-RID ESMT_OFFSITE

LEGEND



IRRIGATION EASEMENT

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING N89°47'34"W



Entellus™

3083 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

OFFSITE RID ESMT TIE Polyline Report

Mon Jun 12 11:02:46 2023

Northing	Easting	Bearing	Distance
907331.807	575973.607		
		N 89°47'34" W	492.080
907333.588	575481.529		
		N 00°12'26" E	48.500
907382.087	575481.705		

Closure Error Distance> 494.46481 Error Bearing> S 84°09'50" E
 Closure Precision> 1 in 1.1 Total Distance> 540.580
 Area not calculated because polyline not closed



OFFSITE RID ESMT CLOSURE Polyline Report

Mon Jun 12 11:03:50 2023

Northing	Easting	Bearing	Distance
907382.087	575481.705	N 45°13'00" E 23.338	
907398.528	575498.270	S 89°47'34" E 240.404	
907397.658	575738.672	N 00°12'26" E 5.004	
907402.662	575738.691	N 74°49'52" E 9.412	
907405.125	575747.774	S 89°47'34" E 26.925	
907405.028	575774.699	S 00°12'26" W 7.500	
907397.528	575774.672	S 89°47'34" E 102.926	
907397.155	575877.597	N 44°39'47" E 56.029	
907437.006	575916.982	N 00°52'53" W 278.994	
907715.966	575912.690	S 89°07'07" W 8.000	
907715.843	575904.691	N 00°52'53" W 124.659	
907840.488	575902.774	N 10°22'33" E 40.981	
907880.799	575910.155	N 00°52'53" W 298.913	
908179.676	575905.557	S 89°47'34" E 18.556	
908179.609	575924.113	S 01°00'55" E 185.001	
907994.637	575927.391	N 88°56'04" E 5.015	
907994.730	575932.405	S 00°52'53" E 68.843	
907925.895	575933.464	S 10°22'33" W 86.165	
907841.139	575917.945	S 00°52'53" E 134.816	
907706.338	575920.019	S 46°42'24" E 16.731	
907694.865	575932.197	S 00°52'53" E 268.348	
907426.549	575936.325	S 44°07'07" W 27.124	
907407.077	575917.442	S 00°52'53" E 20.069	

907387.010	575917.751	N 89°47'34" W 19.699
907387.081	575898.052	S 44°07'07" W 9.023
907380.604	575891.771	N 89°47'34" W 410.069
907382.087	575481.705	

Closure Error Distance> 0.00000
Total Distance> 2492.545
Polyline Area: 22023 sq ft, 0.5056 acres



CITY COUNCIL REPORT

SUBJECT: Ordinance 2053-0823 – Acceptance of Declaration of Public Access Easement from Alamar Community Association, Inc.

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2053-0823 authorizing acceptance of a Declaration of Public Access Easement from Alamar Community Association, Inc., 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 May 21, 2018, City Council adopted Resolution 3453-518 approving the formation of Alamar (formerly Lakin) Community Facilities District (CFD) and authorized the execution of the CFD development, financing participation, waiver, and intergovernmental agreement. A CFD is a political subdivision of the State of Arizona authorized to construct, acquire, or issue tax-exempt financing to fund public infrastructure improvements.

Brookfield Lakin, LLC, developer of Alamar, submitted an application for the formation of the CFD. The application identified total infrastructure costs for the project and identified eligible CFD costs. CFD eligible projects included improvements to Avondale Boulevard, Dysart Road, traffic signals, lift stations, landscaping for easements, and park improvements.

DISCUSSION:

As part of the plan for the Alamar CFD, Alamar's homeowner association, Alamar Community Association, Inc., will grant the City, and for the benefit of the public, a Declaration of Public Access Easement for the purposes of ingress and egress by pedestrians upon, over and across, and use and enjoyment of the easement. The easement areas are identified as follows:

Tract "B" as shown on the "Final Plat for Alamar Phase 2" as recorded in Book of Maps 1537, Page 35 of the Maricopa County Recorder's Office.

TOGETHER WITH

Tracts "JJ", "DDD" and "EEE" as shown on the "Final Plat for Alamar Phase 4" as recorded in Book of Maps 1600, Page 48 of the Maricopa County Recorder's Office.

TOGETHER WITH

Tract "FFF" as shown on the replat for "Alamar Phase 4" as recorded in Book of Maps 1650, Page 31 of the Maricopa County Recorder's Office.

TOGETHER WITH

A portion of Tract "A", as shown on the "Final Plat Alamar – Phase I" as recorded in Book of Maps 1462, Page 24 of the Maricopa County Recorder's Office.

Subsequent to the public use designation, Brookfield Lakin, LLC, can seek CFD reimbursement on several open space tracts in the Alamar subdivision.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing acceptance of a Declaration of Public Access Easement from Alamar Community Association, Inc., and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied

ORDINANCE NO. 2053-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE GRANT OF SIX PUBLIC ACCESS EASEMENTS FOR PUBLIC USE FROM ALAMAR COMMUNITY ASSOCIATION, INC.

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

SECTION 1. The grant of a non-exclusive perpetual public access easement in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Public Access Easement”), over, under and across ± 10.405 acres of real property, depicted as **Tract B** on the Final Plat for Alamar Phase 2, recorded in Book 1537, Page 35 of the Maricopa County Recorder’s Office, and generally located south of Broadway Road and west of Alamar Parkway in Avondale, Arizona, as more particularly described and depicted as part of Exhibit A to the Public Access Easement, is hereby accepted by the City of Avondale (the “City”) from Alamar Community Association, Inc. (“Alamar”) for public use.

SECTION 2. The grant of three non-exclusive perpetual public access easements in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Public Access Easement”), over, under and across ± 2.505 acres of real property, depicted as **Tract JJ** on the Final Plat for Alamar Phase 4, generally located south of Alamar Parkway and west of 126th Avenue, and across ± 18.956 acres of real property, depicted as **Tract DDD** on the Final Plat for Alamar Phase 4, generally located south of Alamar Boulevard and west of El Mirage Road, and across ± 8.843 acres of real property, depicted as **Tract EEE** on the Final Plat for Alamar Phase 4, and recorded in Book 1600, Page 48 of the Maricopa County Recorder’s Office, and as more particularly described and depicted as part of Exhibit A to the Public Access Easement is hereby accepted by the City from Alamar for public use.

SECTION 3. The grant of a non-exclusive perpetual public access easement in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Public Access Easement”), over, under and across ± 1.591 acres of real property, depicted as **Tract FFF** on the Final Plat for Alamar Phase 4, recorded in Book 1650, Page 31 of the Maricopa County Recorder’s Office, and generally located south of Alamar Boulevard and west of El Mirage Road in Avondale, Arizona, as more particularly described and depicted as part of Exhibit A to the Public Access Easement is hereby accepted by the City from Alamar for public use.

SECTION 4. The grant of a non-exclusive perpetual public access easement in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Public Access Easement”), over, under and across ± 4.103 acres of real property, a portion of **Tract A**, Alamar – Phase 1, recorded in Book 1462, Page 24 of the Maricopa County Recorder’s Office, and generally located south of Wier Avenue and west of South 118th Drive in Avondale, Arizona, as

more particularly described and depicted in Exhibit 2 is hereby accepted by the City from Alamar, for public use.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2053-0823

[Public Access Easement and Legal Descriptions]

See following pages.

WHEN RECORDED, RETURN TO:

Neil D. Biskind, Esq.
Biskind, Hunt and Semro, PLC
8901 East Pima Center Parkway, Suite 225
Scottsdale, Arizona 85258

DECLARATION OF PUBLIC ACCESS EASEMENT

THIS DECLARATION OF PUBLIC ACCESS EASEMENT (“**Declaration**”) is made effective as of _____, 2023, by ALAMAR COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation (“**Grantor**”), for the benefit of the CITY OF AVONDALE, an Arizona municipal corporation (“**City**”).

RECITALS

A. Grantor holds title to the real property located in the City of Avondale, Arizona (the “**City**”) described on Exhibit “A” attached hereto (the “**Easement Premises**”).

B. The Easement Premises is part of the master planned community commonly known as Alamar (the “**Project**”).

C. Grantor desires to grant to the City, for the benefit of the public, certain rights and easements, pursuant to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. Grant of Easement. Grantor hereby grants to the City, for the benefit of the public and for the use and benefit of the Project, a non-exclusive perpetual easement (the “**Public Easement**”) over, upon and across the Easement Premises for purposes of ingress and egress by pedestrians upon, over and across, and use and enjoyment of, the Easement Premises.

2. Grantor’s Reservations.

(a) Grantor shall retain and hereby reserves all of its rights to use the Easement Premises and, without limiting the foregoing, reserves the right to grant others the right to use the Easement Premises (including, without limitation, the right to install, maintain, repair and replace such improvements as Grantor or Brookfield Lakin, LLC, a Delaware limited liability company (“**Brookfield**”), or their respective assignees, may from time to time deem necessary or desirable), in any manner so long as such use is not inconsistent with, and does not unreasonably interfere

with, the public use and enjoyment of the rights, easements and privileges granted to the City in Paragraph 1.

(b) As contemplated by the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Lakin Community Facilities District) dated as of October 1, 2018, recorded as Instrument No. 2018-0799912 in the Official Records of Maricopa County, Arizona, as same may be amended from time to time, certain landscaping and other “public infrastructure” (as such term is defined in A.R.S. Section 48-701, as amended) improvements to be financed by the Alamar Community Facilities District have been or will be constructed within the Easement Premises (hereinafter referred to collectively as the “**District Improvements**”). Notwithstanding anything to the contrary in this Easement, no District Improvements are hereby conveyed to or accepted by the City.

3. Use of Easement. All persons and entities using the Public Easement and rights granted and reserved hereby shall use reasonable efforts to avoid any damage to property and any improvements located at any time thereon. The Public Easement and rights granted by this Declaration are granted on the condition that all persons and entities using the easements and rights granted hereby, other than the City, shall hold the City, Grantor and Brookfield (and their respective successors and assigns) harmless for, from and against any and all damages, claims, liabilities or expenses which may result from their use of the easement and rights granted.

4. Running of Benefits and Burdens. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and the City.

5. Not a Dedication of Fee Title. Nothing contained in this Declaration shall be deemed to be a gift or dedication of fee title to any portion of the Easement Premises to or for the general public, and this Declaration shall be strictly limited to and for the purposes expressed herein.

[Signatures on Next Page]

Executed effective as of the date first set forth above.

GRANTOR:

ALAMAR COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, the _____ of ALAMAR
COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, on behalf of the
corporation.

Notary Public

(Seal)

Exhibit "A"

Legal Description of Easement Premises

Tract "B" as depicted on the Final Plat for Alamar Phase 2 as recorded in Bk 1537, Pg 35 of Maricopa County Records.

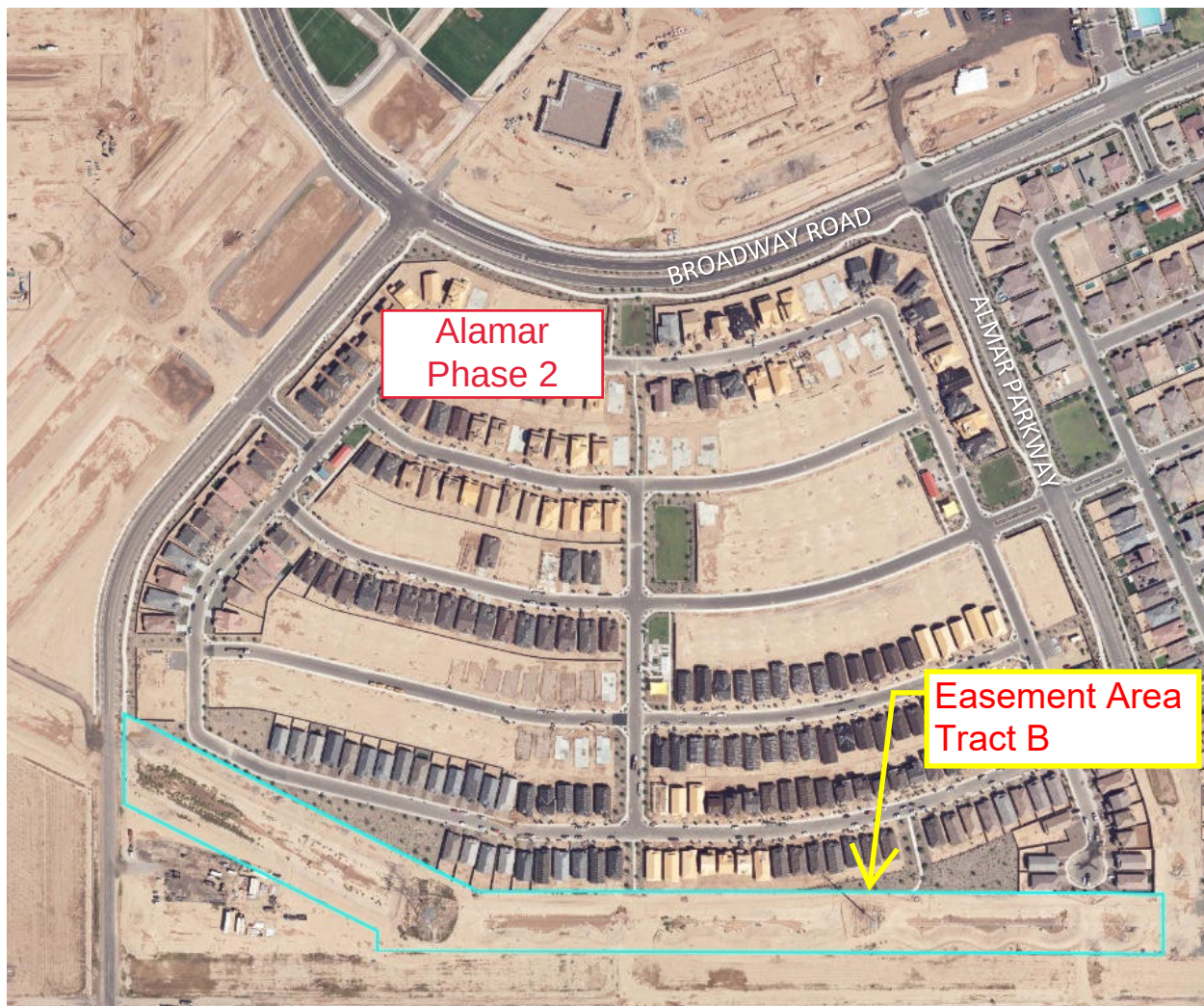
TOGETHER WITH

Tracts "JJ", "DDD" and "EEE" as depicted on the Final Plat for Alamar Phase 4 as recorded in Bk 1600, Pg 48 of Maricopa County Records.

TOGETHER WITH

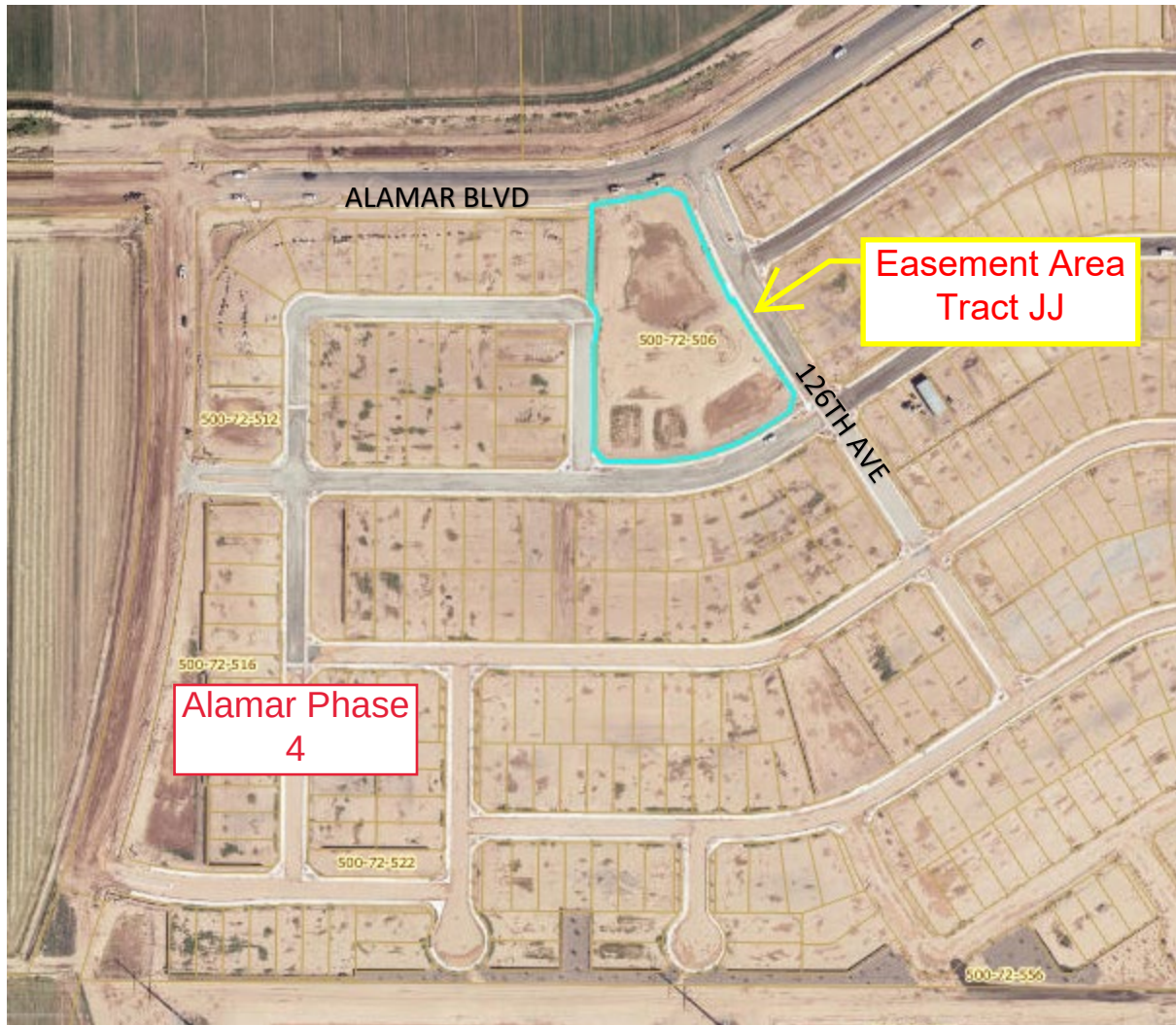
Tract "FFF" as depicted on the replat for Alamar Phase 4 as recorded in Bk 1650, Pg 31 of Maricopa County Records.

TOGETHER WITH THE PARCEL DESCRIBED AND DEPICTED ON THE
FOLLOWING PAGES



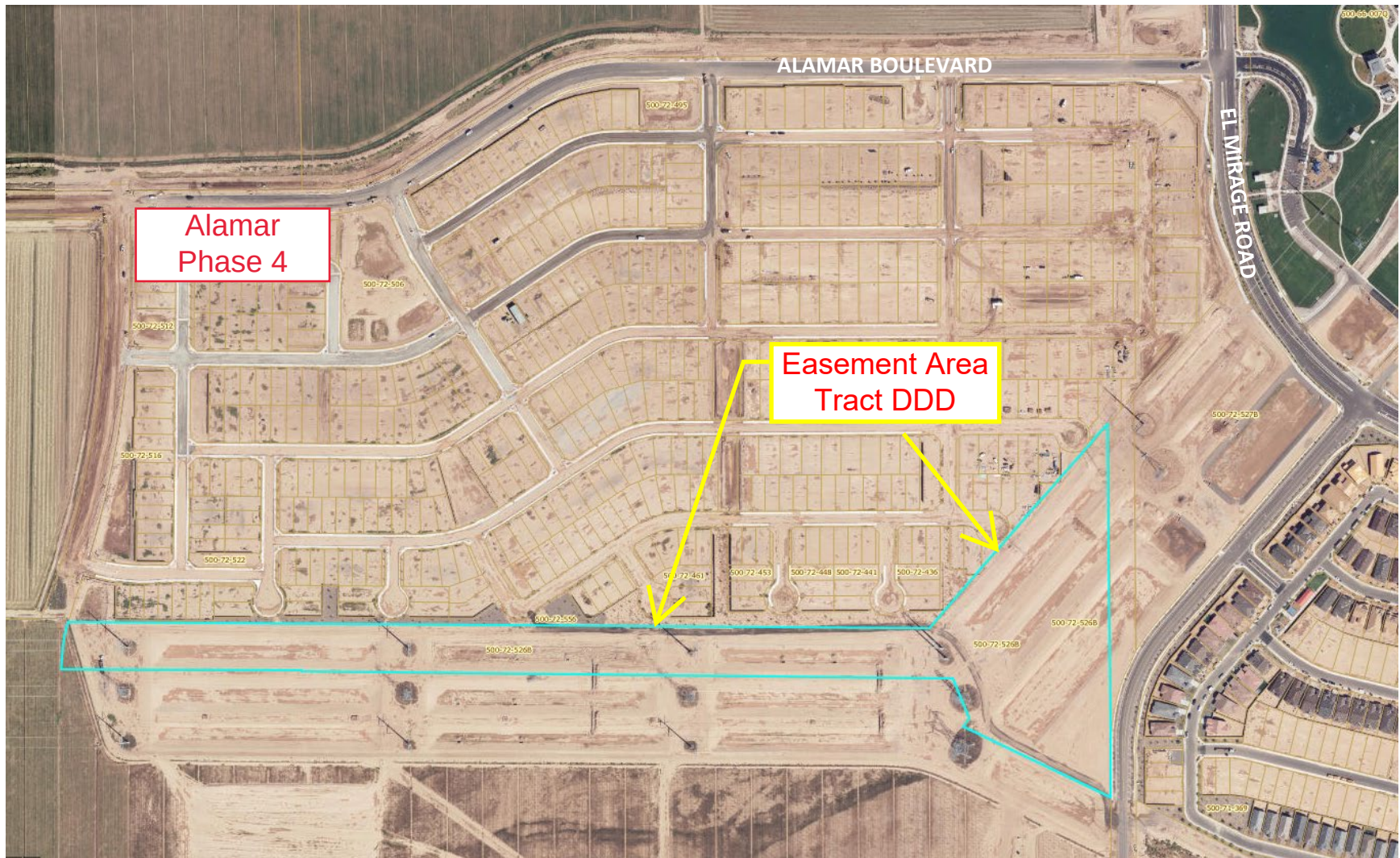
VICINITY MAP





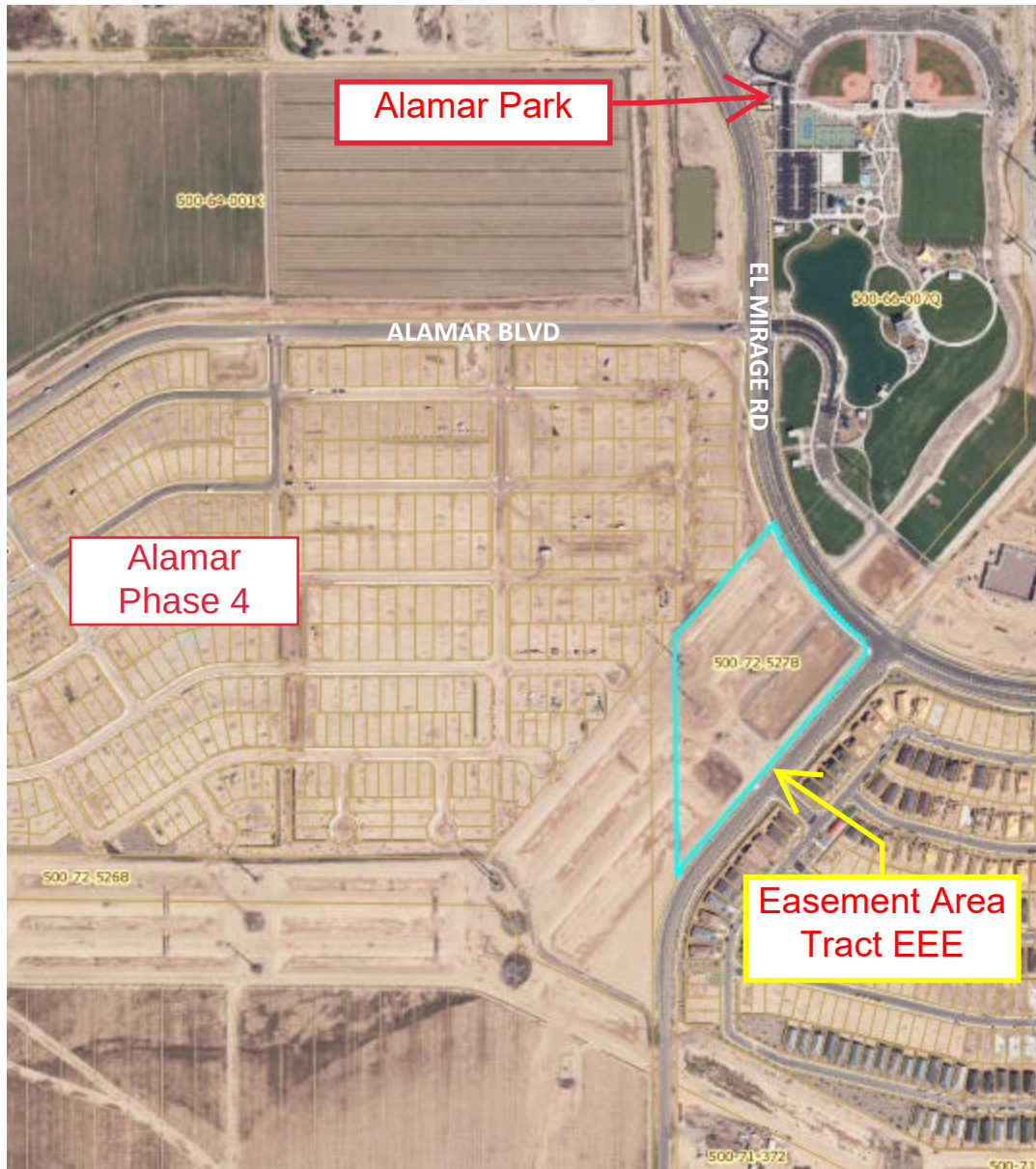
VICINITY MAP





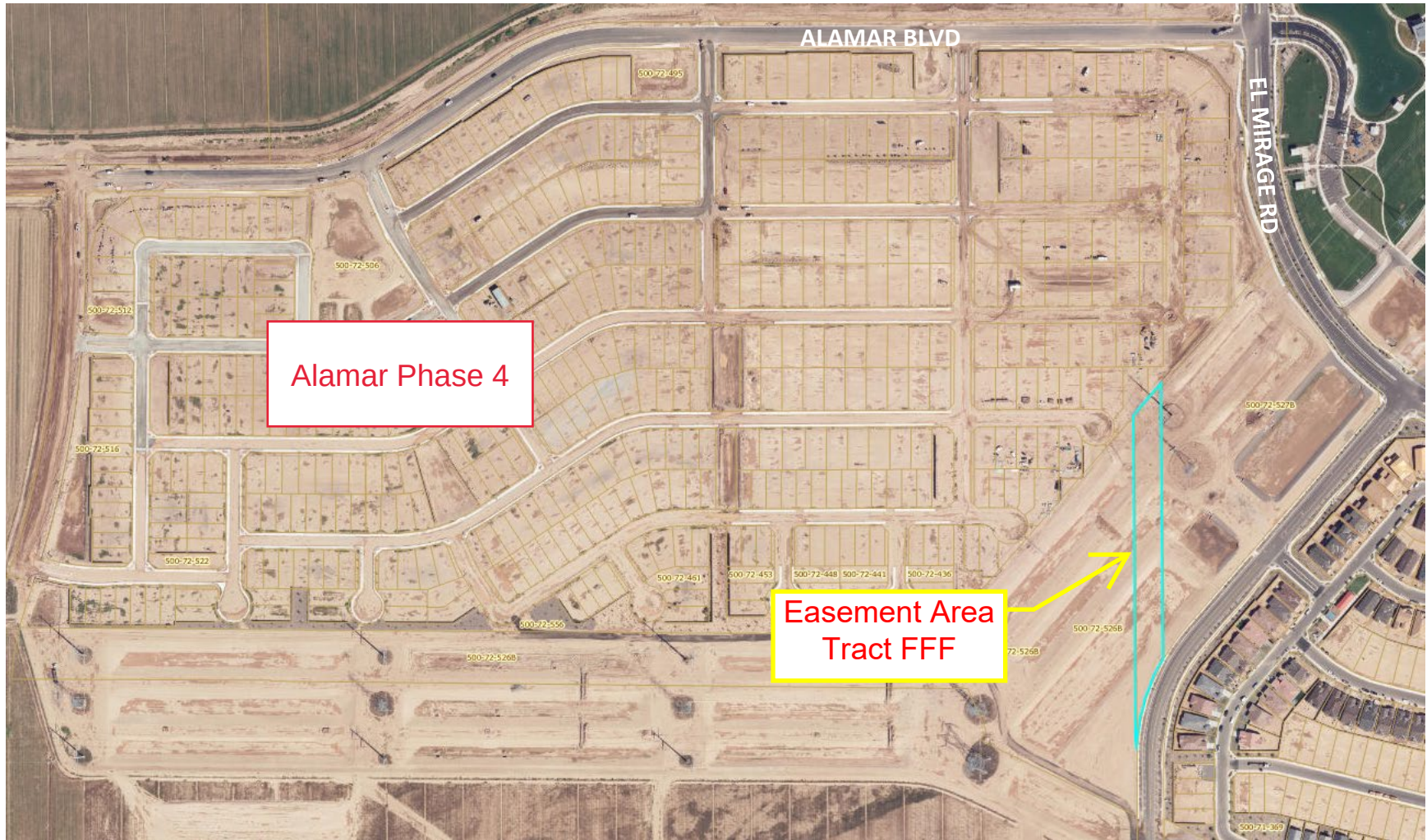
VICINITY MAP





VICINITY MAP





VICINITY MAP



EXHIBIT 2
TO
ORDINANCE NO. 2053-0823

[Legal Description and Map of Public Access Easement]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

June 1, 2023
WP# 174612
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Alamar – Phase 1
Public Access Easement #1

A portion of Tract A, Alamar – Phase 1, recorded in Book 1462, page 24, Maricopa County Records (MCR), lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the east quarter corner of said Section 25, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole stamped T1N R1W S25 S30 RLS 33310, from which the northeast corner of said section, a 3-inch MCDOT brass cap in handhole stamped 26411 2011, bears North 00°05'10" East (basis of bearing), a distance of 2620.78 feet;
THENCE along the east line of said section, North 00°05'10" East, a distance of 100.00 feet, to the easterly prolongation of the south line of said Tract A;
THENCE leaving said east line, along said prolongation, North 89°34'11" West, a distance of 1306.12 feet, to the southeast corner of said Tract A and the **POINT OF BEGINNING**;
THENCE leaving said prolongation, along said south line, continuing, North 89°34'11" West, a distance of 1191.50 feet, to the southwest corner of said Tract A;
THENCE leaving said south line, along the west line of said Tract A, North 00°00'00" East, a distance of 150.00 feet;
THENCE leaving said west line, South 89°34'11" East, a distance of 1191.74 feet, to the east line of said Tract A;
THENCE along said east line, South 00°05'32" West, a distance of 150.00 feet, to the **POINT OF BEGINNING**.

Containing 178,743 square feet or 4.1034 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Alamar - Phase 1 Public Access Easement L99 06-01-23.docx



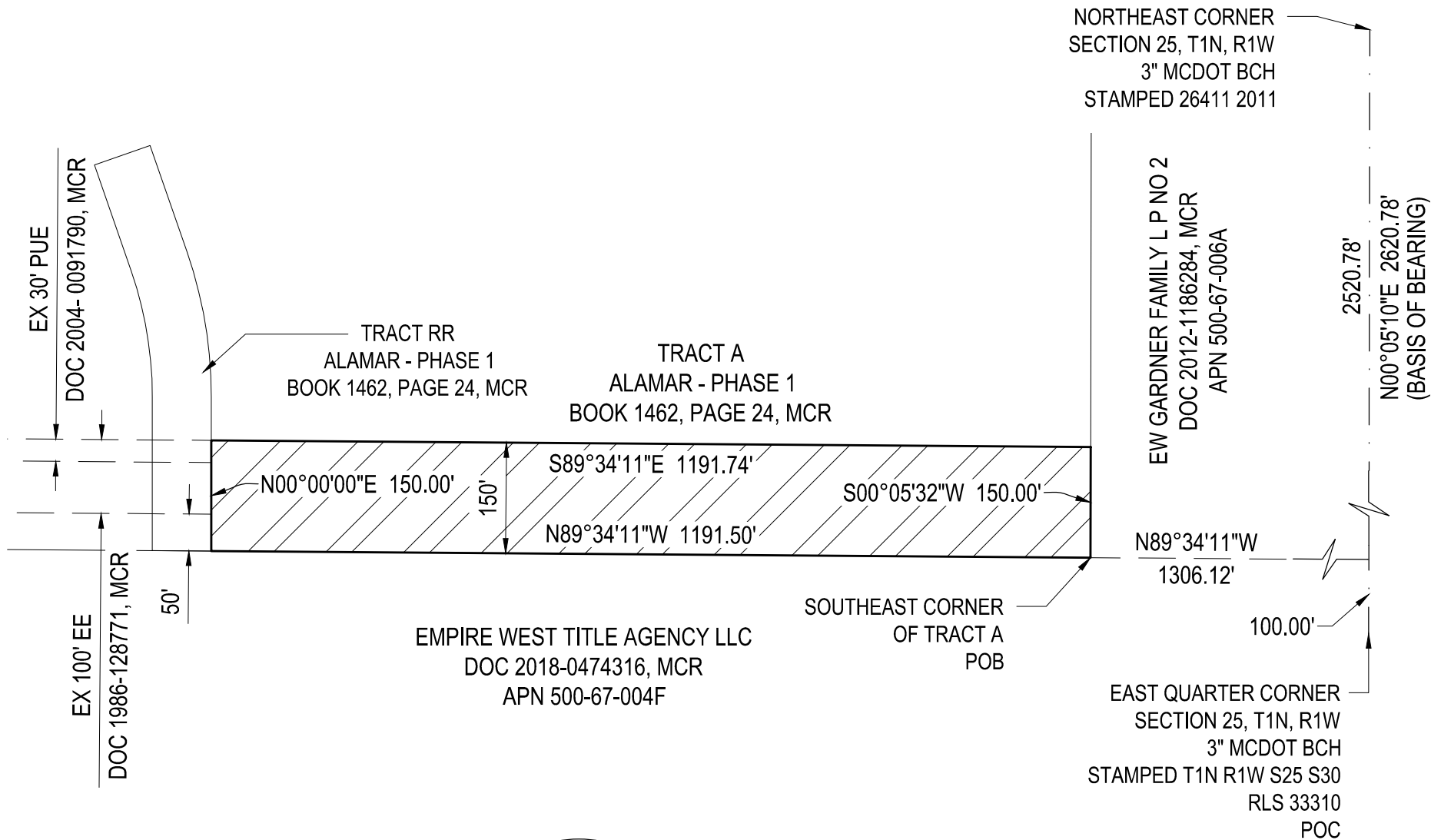
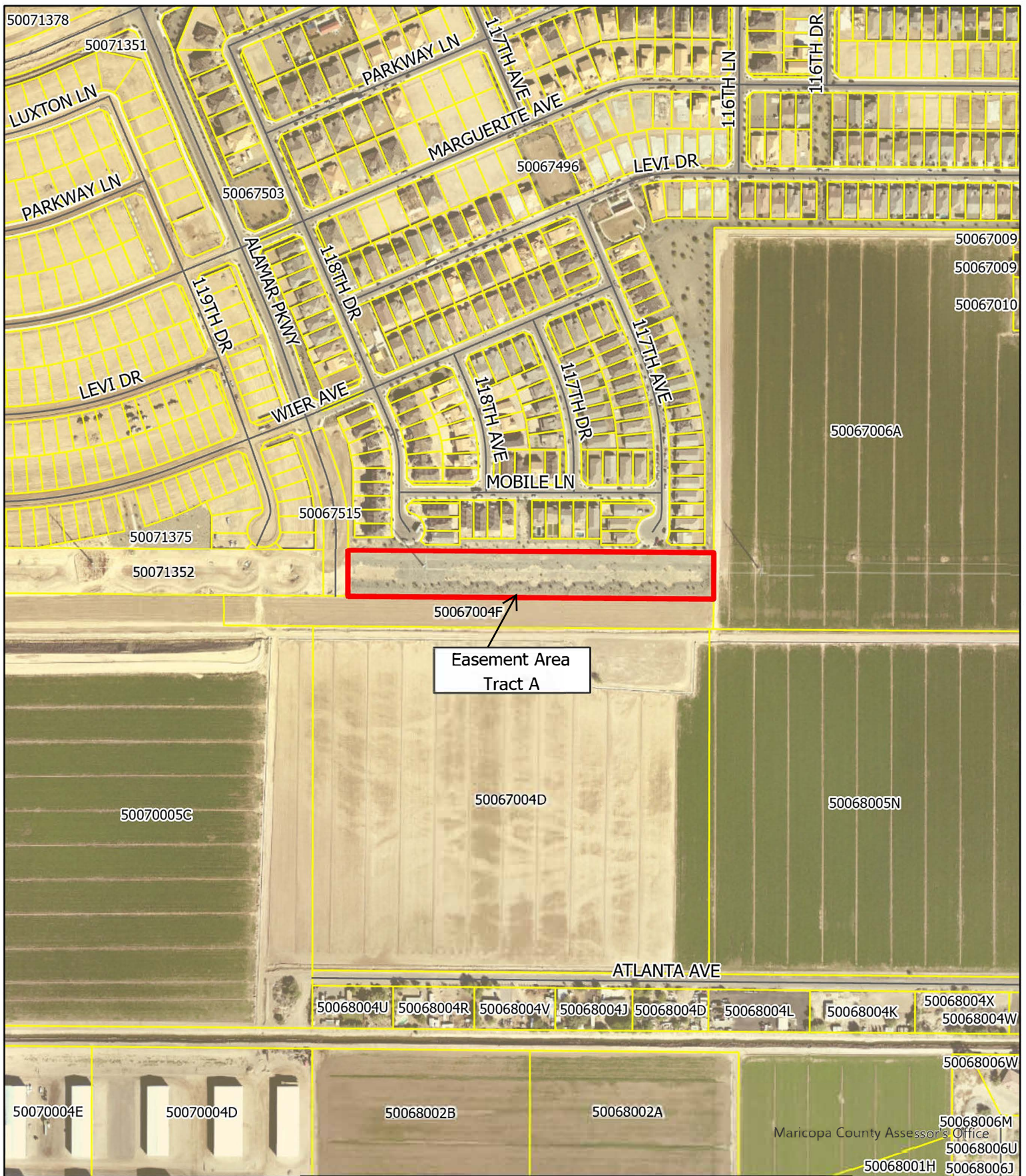


EXHIBIT "A"
 ALAMAR - PHASE 1
 PUBLIC ACCESS EASEMENT #1
 6/1/2023
 WP# 174612
 PAGE 2 OF 2
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L99.dwg



Not to Scale

VICINITY MAP

CITY COUNCIL REPORT

SUBJECT: Ordinance 2054-0823 – Broadway Road Right-of-Way Abandonment

MEETING DATE: 8/21/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2054-0823 authorizing the abandonment of Broadway Road right-of-way generally located west of Dysart Road and east of Litchfield Road 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 July 30, 1921, Maricopa County designated 66-feet of Broadway Road right-of-way west of Dysart Road and east of Litchfield Road as recorded in Book of Maps 2, Page 14 in the Maricopa County Recorder's Office. This right-of-way was automatically conveyed to the City of Avondale when the City annexed Three Rivers Ranch through Ordinance Number 2064-1122 adopted by City Council on December 5, 2022.

DISCUSSION:

The developer of Three Rivers Ranch, Sonoma Communities, is requesting that the City abandon a portion of Broadway Road right-of-way west of Dysart Road and east of Litchfield Road so they may move forward with the Three Rivers Ranch development. The portion of Broadway Road right-of-way to be abandoned is unimproved and the majority of it is located within the FEMA flood plain. Staff has researched and determined that the existing right-of-way may be abandoned to allow for development.

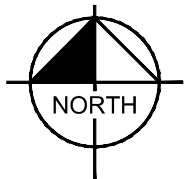
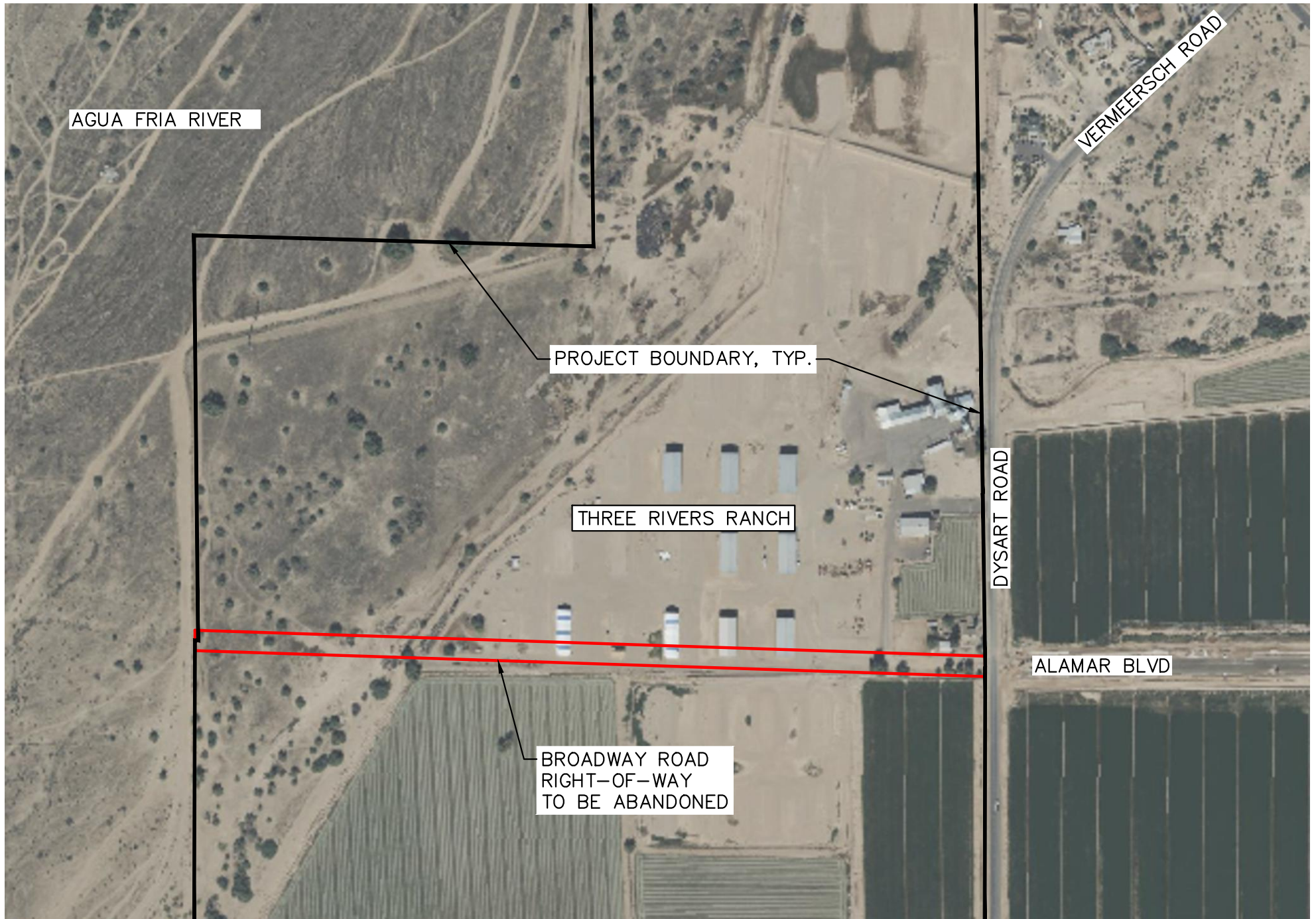
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of Broadway Road right-of-way generally located west of Dysart Road and east of Litchfield Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



VICINITY MAP

ORDINANCE NO. 2054-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF BROADWAY ROAD RIGHT-OF-WAY GENERALLY LOCATED WEST OF DYSART ROAD AND EAST OF LITCHFIELD ROAD IN AVONDALE, ARIZONA TO THREE RIVERS RANCH.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, Maricopa County designated 66-feet of Broadway Road as right of way as recorded in Book of Maps 2, Page 14 on July 30, 1921, in the Maricopa County Recorder’s Office (the “Right-of-Way”);

WHEREAS, The Right-of Way was automatically conveyed to the City of Avondale when the City annexed Three Rivers Ranch through Ordinance Number 2064-1122 adopted by Council on December 5, 2022; and

WHEREAS, the developer of Three Rivers Ranch, Sonoma Communities requires a portion of the Right-of-Way, approximately ± 3.87 acres generally located west of Dysart Road and east of Litchfield Road in Avondale, Arizona, to move forward with development; and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the portion of Right-of-Way is no longer needed for public use and therefore, it is necessary and appropriate to abandon said Right-of-Way.

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 Right-of-Way consisting of approximately ± 3.87 acres, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary for public use and is hereby abandoned.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the portion of Right-of-Way shall be forever extinguished and all right and title to the real property described therein shall vest in the surrounding privately owned parcels, owner of Maricopa County Assessor Parcel Nos. 500-60-001C and 500-77-0005A.

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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2054-0823

[Legal Description and Map of Right-of-Way to be Abandoned]

See following pages.

**Legal Description
For
Right of Way Abandonment**

Located in the Northeast Quarter of Section 27, and the Southeast Quarter of Section 22, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona. Being a portion of that certain 66' Right of Way as shown on Book 2 of Road Maps Page 14, Described as follows:

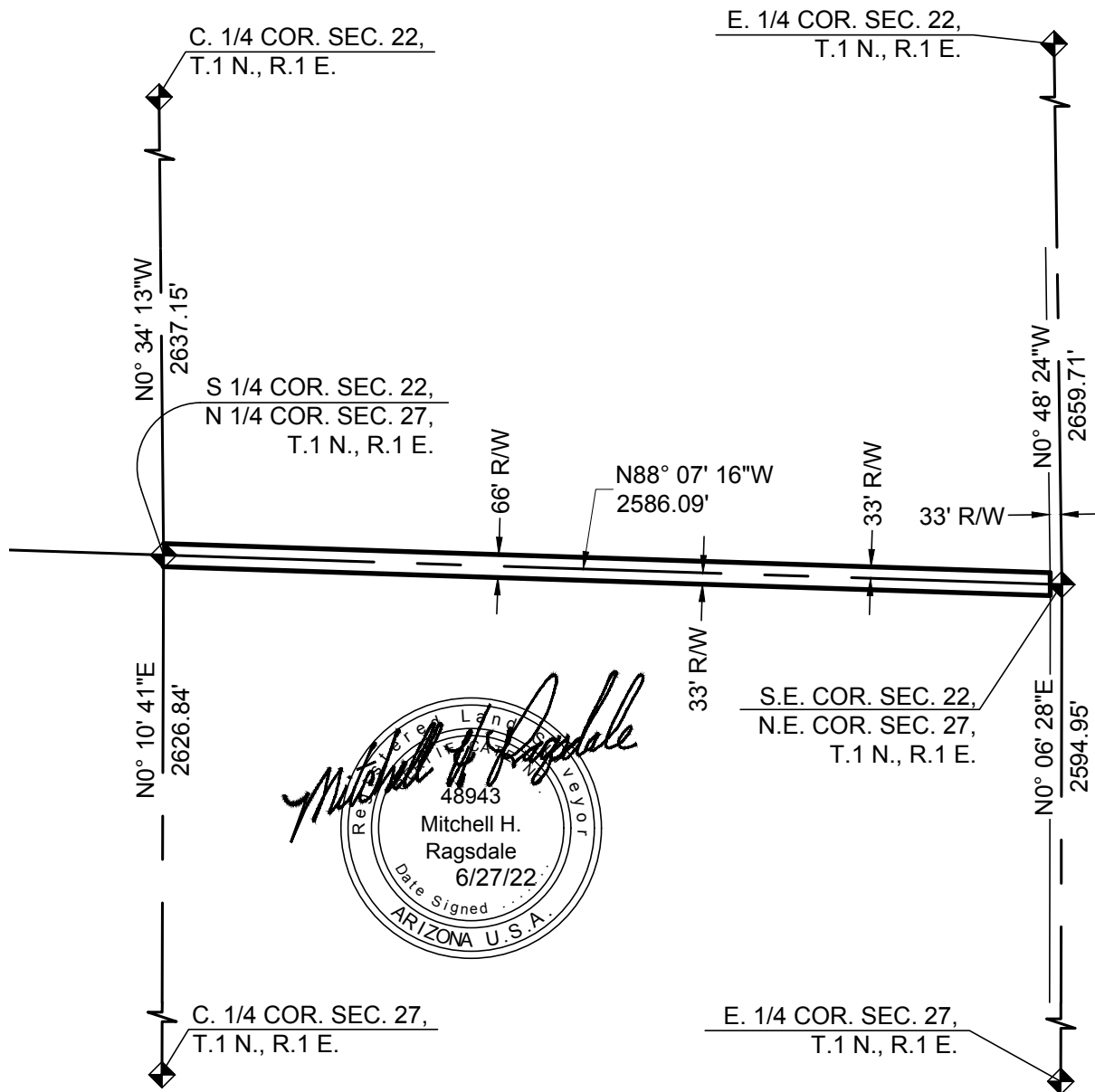
The North 33 feet of the Northeast Quarter of said Section 27, and

The South 33 feet of the Southeast Quarter of said Section 22,

Except the East 33 feet thereof.

Containing 168501.16 square feet or 3.87 acres, more or less.





Containing 168501.16 square feet or 3.87 acres, more or less.



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

RIGHT OF WAY ABANDONMENT

THREE RIVERS RANCH
CITY OF AVONDALE

Project No. 1273
Sheet 1 of 1

Date : 6/27/22

CITY COUNCIL REPORT

SUBJECT: Ascent Avondale Re-Plat – Application PL-23-0140 - Van Buren Street and Fairway Drive

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Brad Richardson, Ascent Companies, for approval of a Re-Plat of a site located at the southwest corner of Van Buren Street and Fairway Drive and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Re-Plat combines two (2) parcels into one (1) parcel with a lot size of approximately 14.2 acres and dedicates varying widths of right-of-way along Fairway Drive. The Council will take appropriate action.

BACKGROUND:

The approximately 14.2-acre parcel is currently vacant (Exhibits A and B). The property has approximately 923.11 feet of frontage on Van Buren Street and approximately 513.76 feet of frontage on Fairway Drive. Along Van Buren Street, there is a City well site adjacent to the property that is not part of the project.

There are existing eight (8) foot Public Utility Easements (PUEs) along both streets.

The property is designated by the General Plan 2030 Land Use Map as High Density Residential in the Avondale General Plan 2030 ("General Plan"). The High Density Residential designation is intended for developments of 12 to 30 dwelling units per acre, with a target density of 12 units per acre. Dwellings in this designation are characterized by an emphasis on shared or common open space over private open space, access to transit and other multi-modal amenities, and a village environment with easy access to businesses, services, and recreation.

The site was rezoned from both R1-6 (Urban Residential) and Coldwater Springs Planned Area Development (PAD) to the Fairway Residences (Ascent) PAD in 2022. The current Planned Area Development (PAD) for the property allows for a multi-family residential project with 269 dwelling units.

The existing uses and zoning of surrounding properties include:

- **NORTH:** Zoned Avondale Commerce Center PAD and Coldwater Depot III PAD. Land uses include a

charter school and a commerce park.

- **EAST:** Zoned Coldwater Springs PAD. Land uses include a charter high school and an apartment complex.
- **SOUTH:** Zoned Coldwater Springs PAD. Land use is a single-family residential development.
- **WEST:** Zoned Single Family Residential (R1-6). Land uses include City facilities (a fire station and Water Resources yard).

SUMMARY OF REQUEST:

The applicant is requesting approval of the Ascent Avondale Re-Plat (Exhibit D). The proposed Re-Plat combines two (2) parcels into one (1) parcel with a lot size of approximately 14.2 acres. It also dedicates varying widths of right-of-way along a portion of Fairway Drive. The total right-of-way dedicated is approximately 0.08 acres in size.

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

ANALYSIS:

The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Re-Plat combines two (2) parcels into one (1) parcel with a lot size of approximately 14.2 acres and dedicates approximately 0.08 acres of right-of-way along Fairway Drive.

DISCUSSION:

1. The proposed Re-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.

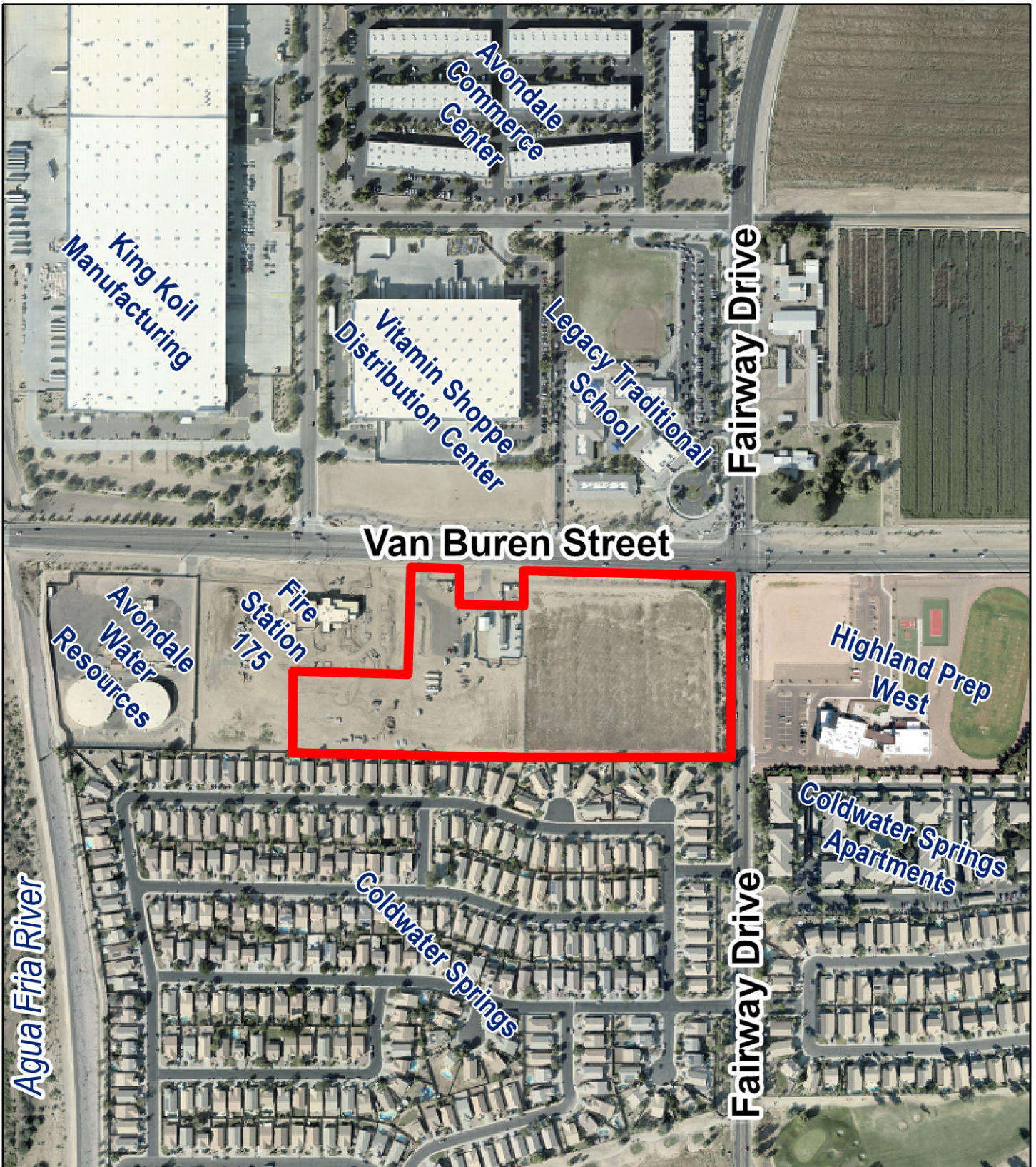
BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-23-0140 Ascent Avondale Re-Plat, subject to the following condition of approval: Development shall conform to the Ascent Avondale Re-Plat submitted June 29, 2023.

Contact person for document distribution: Michelle Simerdla

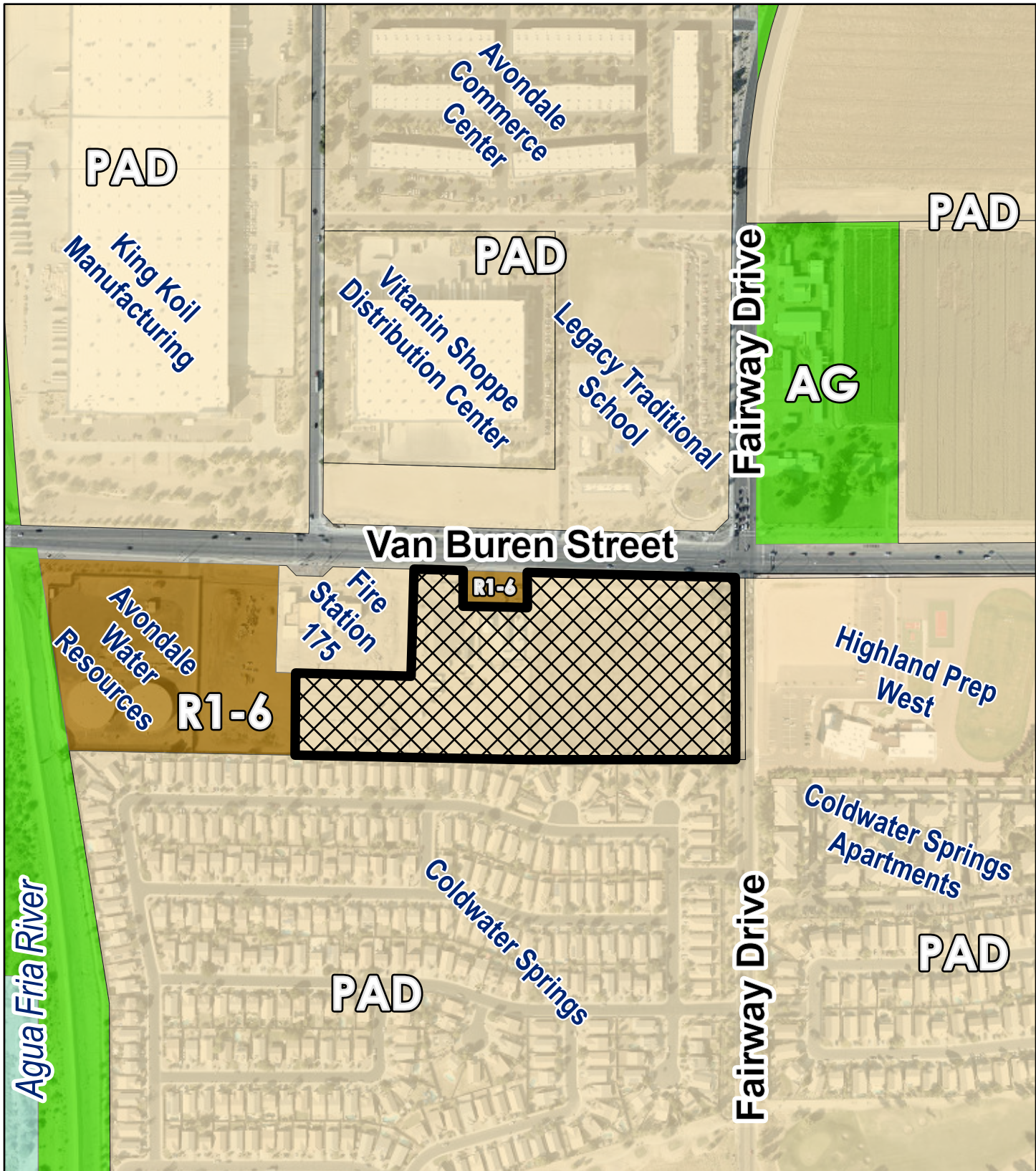


Zoning Vicinity

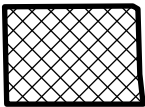


Subject Property



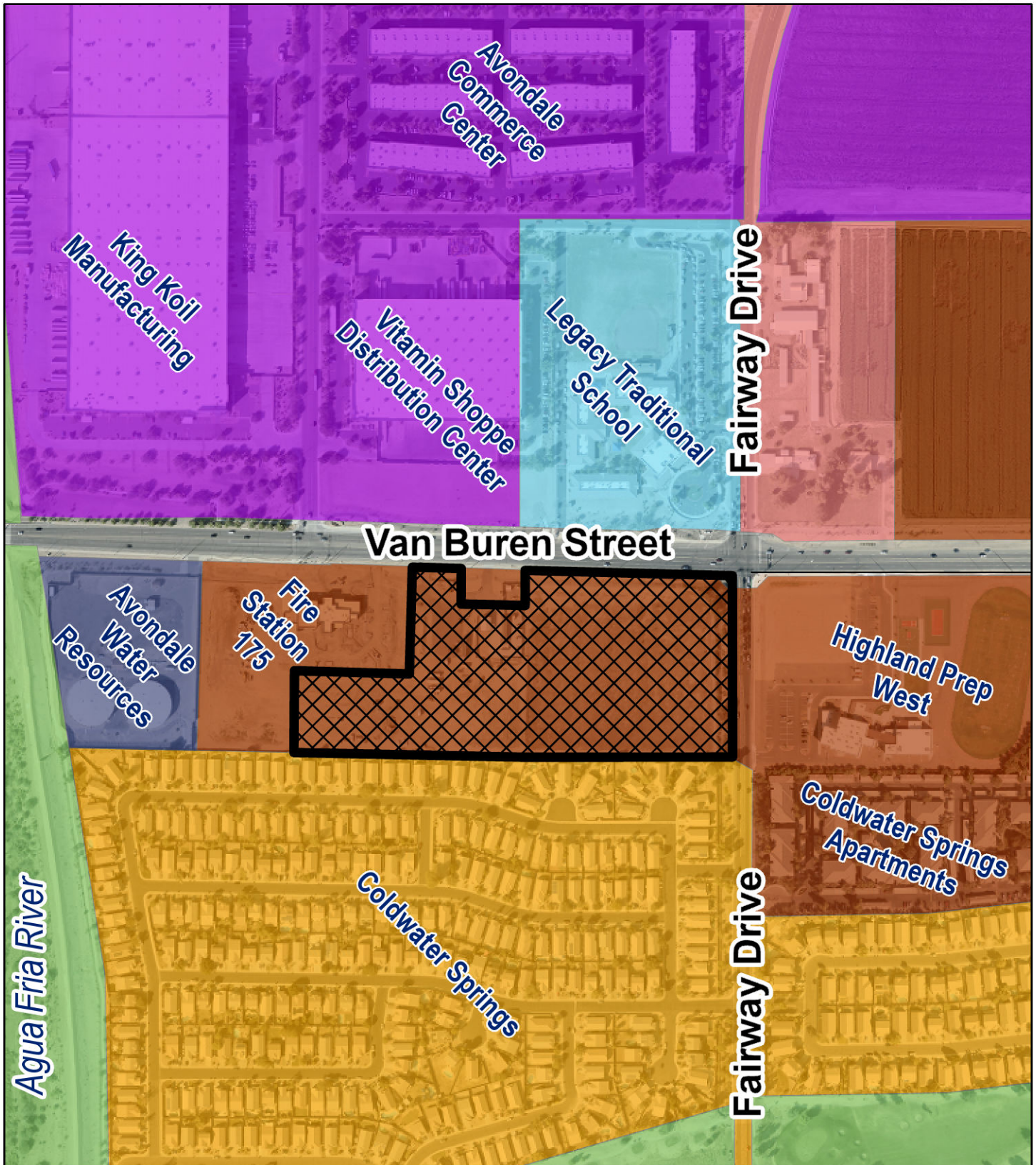


Zoning Vicinity



Subject Property

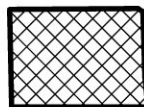




General Plan Land Use



- Business Park
- Education
- High Density Residential
- Medium Density Residential
- Urban Residential
- Open Space



Subject Property



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT ASCENT-MERIT FAIRWAY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ASCENT AVONDALE", LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ASCENT AVONDALE", BEING A REPLAT OF A PORTION OF LOT 5 OF CITY OF AVONDALE VAN BUREN FIRE STATION FACILITY, ACCORDING TO BOOK 1597 OF MAPS, PAGE 25, MCR, TOGETHER WITH PARCEL 1 OF COLDWATER SPRINGS, ACCORDING TO BOOK 514 OF MAPS, PAGE 17, AND CERTIFICATE OF AMENDMENT RECORDED AS 2000-0413623, RECORDS OF MARICOPA COUNTY, ARIZONA, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, ASCENT-MERIT FAIRWAY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2023.

OWNER/AUTHORIZED SIGNER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF ASCENT-MERIT FAIRWAY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

LEGEND

- BRASS CAP IN HANDHOLE
- BRASS CAP FLUSH
- REBAR AS NOTED
- CORNER OF BOUNDARY NOT FOUND.
- SET 1/2" REBAR W/CAP RLS #37495
- UNLESS NOTED OTHERWISE
- MCR MARICOPA COUNTY RECORDER
- APN ASSESSOR'S PARCEL NUMBER
- R/W RIGHT OF WAY
- RLS REGISTERED LAND SURVEYOR
- PUE PUBLIC UTILITY EASEMENT
- COA CITY OF AVONDALE
- NCHWY MARICOPA COUNTY HIGHWAY DEPARTMENT
- W/ WITH
- T TOWNSHIP
- R RANGE
- N NORTH
- W WEST
- BCHH BRASS CAP IN HANDHOLE
- BCF BRASS CAP FLUSH

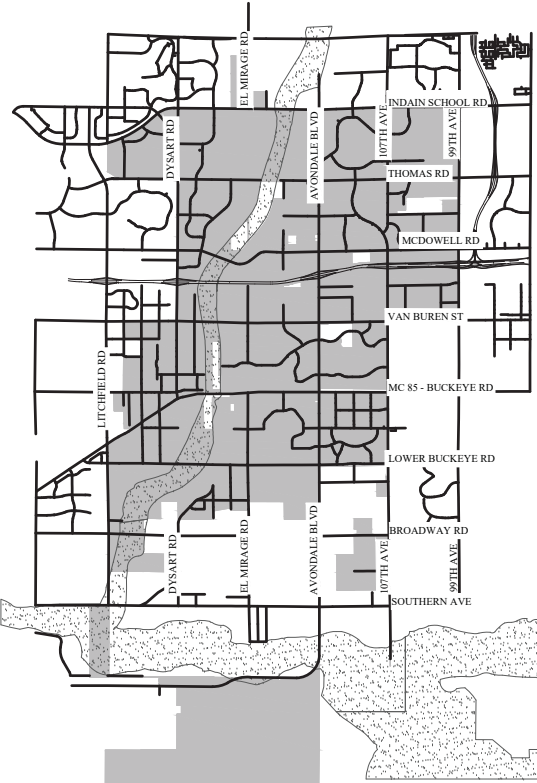
_____	BOUNDARY LINE
_____	PROPERTY LINE
_____	CENTER LINE
_____	EASEMENT LINE
_____	ADJACENT PROPERTY LINE

FINAL PLAT OF

ASCENT AVONDALE

BEING A REPLAT OF A PORTION OF LOT 5 OF CITY OF AVONDALE VAN BUREN FIRE STATION FACILITY, ACCORDING TO BOOK 1597 OF MAPS, PAGE 25, MCR, TOGETHER WITH PARCEL 1 OF COLDWATER SPRINGS, ACCORDING TO BOOK 514 OF MAPS, PAGE 17, AND CERTIFICATE OF AMENDMENT RECORDED AS 2000-0413623, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
SOUTHWEST CORNER OF VAN BUREN STREET & FAIRWAY DRIVE



SHEET INDEX:

1. COVER SHEET
2. PLAT PLAN SHEET, LEGAL DESCRIPTION AND LINE DATA TABLE

LAND AREA TABLE:

GROSS AREA OF PROJECT	14.1599 ACRES
RIGHT OF WAY AREA	0.0671 ACRES
LOT 1	14.0728 ACRES

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	0	0.0000
COLLECTOR	0	0.0000
ARTERIAL	3,793	0.0671

100-YEAR ASSURED WATER SUPPLY

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

OWNER

ASCENT-MERIT FAIRWAY, LLC
2525 E. CAMELBACK RD., SUITE 500
PHOENIX, AZ 85016
TEL: (602)-725-1351
CONTACT: BRADLY RICHARDSON JR.
EMAIL: BRICHARDSON@ASCENTMCR.COM

SURVEYOR

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, R.L.S.
EMAIL: BRIAN.NICHOLLS@EPSGROUPINC.COM

DEVELOPER

ASCENT COMPANIES
2525 E. CAMELBACK RD., SUITE 500
PHOENIX, AZ 85016
TEL: (602)-725-1351
CONTACT: BRADLY RICHARDSON JR.
EMAIL: BRICHARDSON@ASCENTMCR.COM

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, P.E.
EMAIL: BRIAN.NICHOLLS@EPSGROUPINC.COM

NOTES

1. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT FOR APN 500-29-007 ONLY. SURVEYOR MAKES NO GUARANTEE FOR ANY NON-VISIBLE RIGHTS-OF-WAY OR EASEMENTS NOT DISCLOSED IN SCHEDULE B, OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, ISSUED BY THOMAS TITLE AND ESCROW AGENCY 6TH AMENDED WITH FILE NUMBER BRASSTAZ, HAVING AN EFFECTIVE DATE OF GUARANTEE OF AUGUST 18, 2022 AT 5:00 AM. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT FOR APN 500-27-014.
3. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.
4. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
5. ALL EXISTING OVERHEAD UTILITIES LESS THAN 69 KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
6. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
7. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
8. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

BENCHMARK

THE SE CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, BEING A 3" MCDOT BRASS CAP IN HANDHOLE AT THE INTERSECTION OF EL MIRAGE ROAD & BUCKEYE ROAD.

CITY OF AVONDALE BENCHMARK DATUM "EL BUCK"
ELEVATION = 907.33' (NAVD'88)

BASIS OF BEARING

THE MONUMENT LINE OF VAN BUREN STREET, ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, BEING SOUTH 88°22'22" EAST AS SHOWN IN FINAL PLAT OF COLDWATER SPRINGS, AS RECORDED IN BOOK 514 OF MAPS, PAGE 17 OF MARICOPA COUNTY RECORDS.

APPROVALS AND

ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA ON THIS ____ DAY OF _____, 2023

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

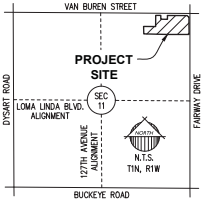
SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2022, THAT THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

Robert A. Johnston 6-23-23
ROBERT A. JOHNSTON, R.L.S. 37495

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



VICINITY MAP



ASCENT AVONDALE
AVONDALE, ARIZONA
FINAL PLAT

Project:	
Revisions:	
Drawn by:	TJP
Reviewed by:	RAJ



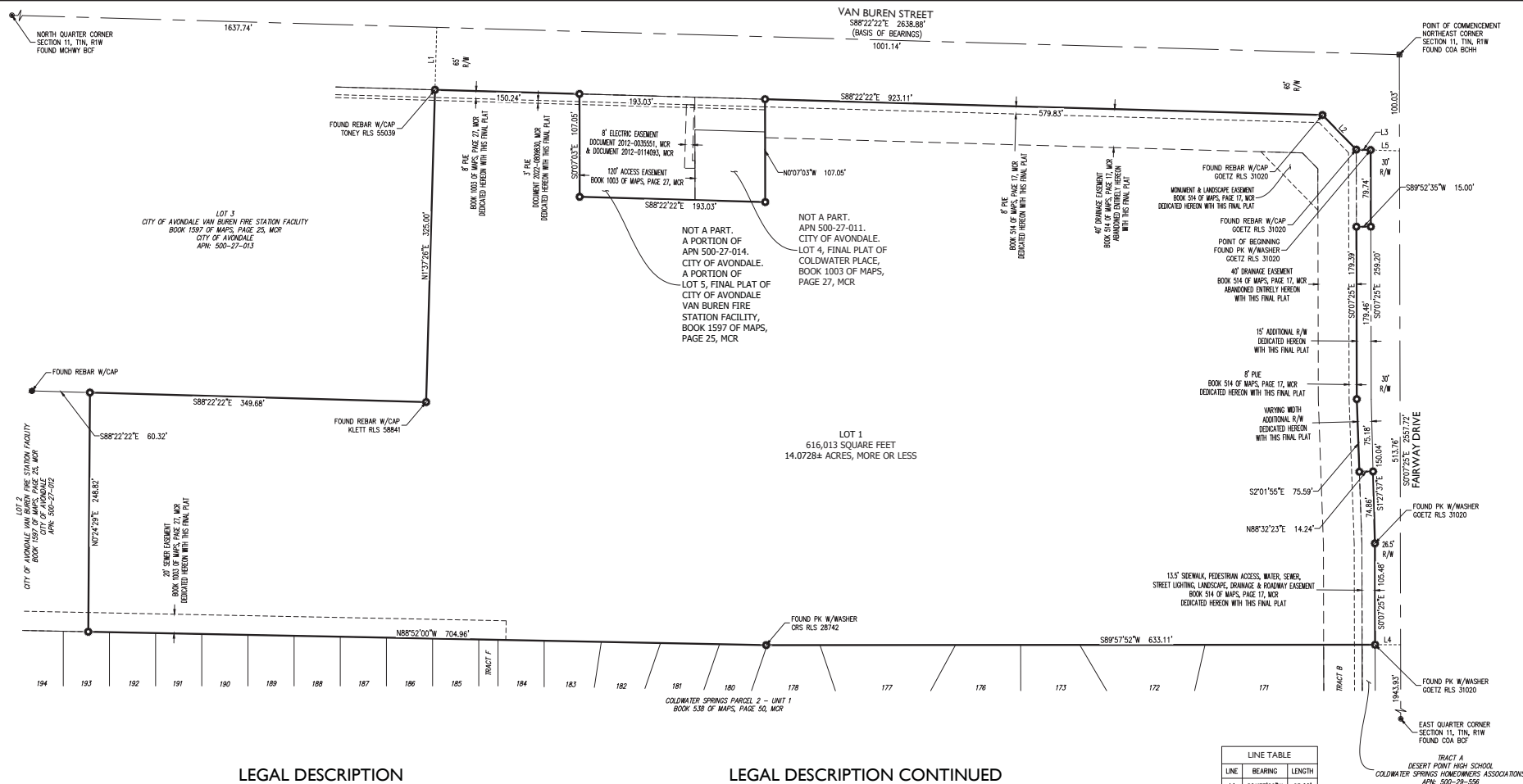
Job No.
21-1147

FP01

Sheet No.
1
of 2

Jun 23, 2023 3:48pm S:\Projects\2023\21-1147 Land Survey\Drawings\Mapset\21-1147.FPD.dwg

tp:cordoba



- LEGEND**
- BRASS CAP IN HANDHOLE
 - BRASS CAP FLUSH
 - REBAR AS NOTED
 - CORNER OF BOUNDARY, NOT FOUND.
 - SET 1/2" REBAR W/CAP RLS #37495
 - UNLESS NOTED OTHERWISE
 - MARICOPA COUNTY RECORDER
 - ASSESSOR'S PARCEL NUMBER
 - RIGHT OF WAY
 - REGISTERED LAND SURVEYOR
 - PUBLIC UTILITY EASEMENT
 - CITY OF AVONDALE
 - MARICOPA COUNTY HIGHWAY DEPARTMENT
 - WITH
 - TOWNSHIP
 - RANGE
 - NORTH
 - WEST
 - BRASS CAP IN HANDHOLE
 - BRASS CAP FLUSH

- BOUNDARY LINE
- PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE

LEGAL DESCRIPTION

A PORTION OF LOT 5 OF CITY OF AVONDALE VAN BUREN FIRE STATION FACILITY, ACCORDING TO BOOK 1597 OF MAPS, PAGE 25, RECORDS OF MARICOPA COUNTY, ARIZONA;

TOGETHER WITH PARCEL 1 OF COLDWATER SPRINGS, ACCORDING TO BOOK 514 OF MAPS, PAGE 17, AND CERTIFICATE OF AMENDMENT RECORDED AS 2000-0413623, RECORDS OF MARICOPA COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CITY OF AVONDALE BRASS CAP IN HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 11, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH AT THE NORTH QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 2638.88 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 100.03 FEET TO A POINT ON SAID EAST LINE;

THENCE, DEPARTING SAID EAST LINE NORTH 88 DEGREES 22 MINUTES 22 SECONDS WEST, 30.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FAIRWAY DRIVE AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 79.74 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS WEST, 15.00 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 179.39 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 2 DEGREES 01 MINUTES 55 SECONDS EAST, 75.59 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 88 DEGREES 32 MINUTES 23 SECONDS EAST, 14.24 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 1 DEGREES 27 MINUTES 37 SECONDS EAST, 74.86 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 105.48 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE;

THENCE, DEPARTING SAID WESTERLY RIGHT OF WAY LINE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, 633.11 FEET;

LEGAL DESCRIPTION CONTINUED

THENCE NORTH 88 DEGREES 52 MINUTES 00 SECONDS WEST, 704.96 FEET;

THENCE NORTH 0 DEGREES 24 MINUTES 29 SECONDS EAST, 248.82 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 349.68 FEET;

THENCE NORTH 1 DEGREES 37 MINUTES 26 SECONDS EAST, 325.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF VAN BUREN STREET;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 150.24 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF VAN BUREN STREET;

THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 0 DEGREES 07 MINUTES 03 SECONDS EAST, 107.05 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 193.03 FEET;

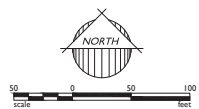
THENCE NORTH 0 DEGREES 07 MINUTES 03 SECONDS WEST, 107.05 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF VAN BUREN STREET;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 579.83 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 44 DEGREES 14 MINUTES 54 SECONDS EAST, 50.25 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 88 DEGREES 22 MINUTES 22 SECONDS EAST, 15.01 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, BEING CONINCIDENTAL TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF FAIRWAY DRIVE AND THE POINT OF BEGINNING.

CONTAINS 14.0728 ACRES, MORE OR LESS.



1130 W. Alma School Rd, Suite 120
Avondale, AZ 85326
T:480.503.2250 F:480.503.2258
www.eprfoundinc.com

EPS GROUP

Project: **ASCENT AVONDALE**
AVONDALE, ARIZONA

Revisions:

Rev	Description	By	Date
1	Initial	TJP	6/23/23
2	Revised	RJA	6/23/23

Drawn by: TJP
Reviewed by: RJA

SEAL
37495
ROBERT A. JOHNSON
REGISTERED LAND SURVEYOR
NO. 1147
JUN 23, 2023

Job No: **21-1147**
Sheet No: **2** of **2**

CITY COUNCIL REPORT

SUBJECT: Resolution 1051-0823 – Second Amendment to the Intergovernmental Agreement with the City of Phoenix for Recycling Services

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Work Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The City of Avondale residential recycling program fosters a culture of environmental sustainability that is important to the City's strategic outcomes. Continuing this program reinforces the City's position on creating a sustainable community.

This agenda item supports the following Avondale Strategic Outcome Area:

Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

The City's residential recycling service supports the City's goal of providing Natural Resources and Open Spaces by diverting recyclable goods from landfills to recycling centers.

PURPOSE:

City Council will consider a request to adopt Resolution 1051-0823 approving the Second Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2024 recycling 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 provides once a week curbside recycling service to over 22,000 households. Annually, the City collects approximately 5,000 tons of recycling materials. Through an Intergovernmental Agreement (IGA) originally adopted on June 21, 2021, the recycling materials are delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed at the facility, they are sold on the open market. The IGA provides for revenue and expense sharing based on a blended recyclables market rate.

DISCUSSION:

The recycling markets continue to be volatile. Commodity prices for cardboard, plastics, metals and paper have fallen and risen over the last two years. In the past three quarters of calendar year 2023, the average quarterly outbound blended rate (the market value of recycled commodities) has decreased dramatically after seeing a high of \$115.31 per ton in the first quarter of calendar year 2022. Because of this ongoing volatility, some cities have suspended or discontinued their recycling programs, while in the continued interest of environmental stewardship, most cities are still offering recycling while keeping a watchful eye on market trends.

This second amendment to the IGA with the City of Phoenix will see a decrease in the processing fee from \$98.21 to \$95.91 per ton. The average quarterly outbound blended rate for the first quarter of Fiscal Year 2024 (Q3 2023) is \$31.79 per ton. The difference between the processing fee and the average quarterly outbound blended rate results in a net cost to the city of \$64.12 per ton of recyclable material delivered to the City of Phoenix. In comparison, the city disposes garbage at the City of Glendale Landfill at a cost of \$32.00 per ton in Fiscal Year 2024 per the IGA with the City of Glendale.

Because of the City of Avondale's commitment to recycling and sustainability, staff recommends continuing the relationship with the City of Phoenix to dispose of recyclables even though there is significant added cost to the city in the first quarter of Fiscal Year 2024. However, because the recyclable commodity market is still volatile, staff will continue to monitor the recyclable market and the trend in value of these commodities, and will keep the Council apprised of any ongoing long term escalation of costs that may impact the ability to provide services.

BUDGET IMPACT:

Council approved funding for the recycling processing fees in the Fiscal Year 2024 budget under the Solid Waste account, Recycling Fees. However, the budget for solid waste cannot support for the long term a recycle processing cost at over double the cost for landfilling of garbage. If the market rate for recyclables does not rebound, additional budget or operational considerations will be required.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 1051-0823 approving the Second Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2024 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza

RESOLUTION NO. 1051-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROCESSING AVONDALE'S RECYCLABLE MATERIALS.

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

SECTION 1. Amendment No. 2 to the Intergovernmental Agreement with the City of Phoenix relating to processing of recyclable materials (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1051-0823

[Amendment No. 2]

See following pages.



CONTRACT AMENDMENT

CITY OF PHOENIX
Public Works/Procurement
200 W. Washington St.
7th Floor
Phoenix, AZ 85003

Date June 7, 2023
City Clerk Contract No. 154849
Ordinance # and Date S-47425 – 04/07/2021
Amendment No. 2

Contract Title Avondale for Processing of Recyclable Materials

With City of Avondale
Contact Info Suzie Hunter, shunter@avondaleaz.gov

City Contact Name Eduardo Rodriguez
Telephone No. 602-495-5362
Email Eduardo.rodriguez@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. In accordance with Intergovernmental Agreement (Section 1, Term, Page 3), the contract term is extended from July 1, 2023 through June 30, 2024.

There are two (2) more option years to extend.

2. In accordance with Intergovernmental Agreement (Section 11, 11.1, Charge or Rebate) The following updated Price Schedule replaces the existing Price Schedule, with an effective date of July 1, 2023.

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	\$82.01 per ton \$98.21 per ton \$95.91 per ton	07/01/2021-06/30/2022 07/01/2022-06/30/2023 07/01/2023-06/30/2024
Item 2	Average Quarterly Outbound Blended Rate	\$63.92 per ton (Q3 2021) \$88.48 per ton (Q4 2021) \$115.31 per ton (Q1 2022) \$94.00 per ton (Q2 2022) \$91.64 per ton (Q3 2022) \$86.92 per ton (Q4 2022) \$64.34 per ton (Q1 2023) \$26.54 per ton (Q2 2023) \$31.79 per ton (Q3 2023)	07/01/2021-09/30/2021 10/01/2021-12/31/2021 01/01/2022-03/31/2022 04/01/2022-06/30/2022 07/01/2022-09/30/2022 10/01/2022-12/31/2022 01/01/2023-03/31/2023 04/01/2023-06/30/2023 07/01/2023-09/30/2023
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	35% \$0.00 Credit Per Ton \$0.00 Credit Per Ton	07/01/2022-06/30/2023 07/01/2023-06/30/2024



CONTRACT AMENDMENT

CITY OF PHOENIX
Public Works/Procurement
200 W. Washington St.
7th Floor
Phoenix, AZ 85003

3. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not the original Agreement will govern to the extent necessary to support the intent of the Agreement. |

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

City of Avondale

Contractor acknowledges receipt of an agreement with the amendment. A signed copy must be returned to The Public Works Department

Signature

Printed Name

Title

Date: _____

City of Phoenix, a municipal corporation
Jeffrey Barton, City Manager

By: _____

Director Name: Eric Froberg
Director Title: Interim Public Works Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

By: _____

Paul Li
Assistant Chief Counsel

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2055-0823 - Zoning Ordinance Text Amendment PL-23-0072

MEETING DATE: 8/21/2023

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing, consider a staff-initiated request for text amendments to adopt Ordinance 2055-0823, Zoning Ordinance Text Amendment PL-23-0072, modifying definitions in the Zoning Ordinance, providing procedures for various group type residences and changing the land use matrix, 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 Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in June 2023.

SUMMARY OF REQUEST:

The purpose of the text amendment is to update several sections of the Zoning Ordinance to reflect changes in policies and procedures and to ensure provisions for certain types of group housing are consistent with state law definitions and requirements. The proposed changes will benefit the community by improving the overall accuracy and usability of the Zoning Ordinance.

The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The proposed text for each of these sections may be found in Exhibit A.

- Section 28-4(c) Development Review Procedures. Revise pre-applications procedures to clarify and limit the number of application types that are required for review.
- Section 28-5 (d) Reasonable Accommodation. Add a new sub-section for the reasonable accommodation process for persons with a disability.
- Section 28-6(d) Site plan and design review. Remove outdated notification requirements from this

administrative process.

- Section 28-7 Administrative relief. Clarify which development requirements may be granted relief from and remove outdated notification requirements from this administrative process.
- Section 28-13 Public notifications. Adjust application types that provide notification to public school districts.
- Section 28-15 Definitions. Add or revise definitions for clarity and cross references, including but not limited to, adult day care, assisted living facilities, auto body and repair, call center, community residence home, community residential setting, data center, department name, disability, family, group home, group foster home, kitchen incubator, reasonable accommodation, parking setback, single housekeeping unit, sober living home, and urgent care center.
- Section 28-32 Residential Districts, Land Use Matrices. In the Single Family and Multi Family districts, add uses and revise when certain uses are permitted, permitted with conditions, and permitted with a conditional use permit, including but not limited to, adult day care in the home, adult day care center, child care in the home, community residential home, community residential setting, group home, group foster home, and sober living home.
- Section 28-33 Uses permitted with conditions. Add standards for adult day care in the home, child care in the home, community residential home, community residential setting, group home, group foster home, and sober living home.
- Section 28-34 Uses permitted with conditional use permit. Add and revise standards for adult day care centers and child care centers.
- Section 28-36(5)(C) Design standards. Revised amount of garage parking to 25 percent to match adopted design guidelines.
- Section 28-53 Commercial, Land use matrix. Add the word “center” to Adult day care and replace emergency medical care facility with urgent care centers.
- Section 28-57 Old Town Avondale Business District (OTAB). Add kitchen incubator use to land use matrix. Amend clear distance free of all obstructions for sidewalk cafes to comply with the Americans with Disabilities Act (ADA). Remove references to outdated documents (Historic Avondale Design and Development Guidelines) because the Specific Plan for Old Town was adopted.
- Section 28-72 Employment District Land use matrix. Move urgent care center to its own line in table.
- Section 28-91 The Blvd Land use matrix. Replace emergency medical care facility with urgent care centers.
- Section 28-92(c) Major Sports and Entertainment District. Update references to urgent care centers.
- Section 28-94(c) Historic Avondale Infill Overlay. Remove references to outdated Historic Avondale Design and Development Guidelines.
- Section 28-139 Design requirements for non-residential districts. Note roof ladders as part of mechanical equipment.
- Section 28-165 Parking and access standards. Clarify vehicle overhang.
- Section 28-295 Landscape plans. Remove the requirement for landscape maintenance schedule and manual.

PUBLIC PARTICIPATION:

All required notifications for the Planning Commission and City Council public hearings were completed in

accordance with notification requirements. The staff has not received any feedback on the proposed text amendment. At the time of writing this report, no comments related to the proposal had been posted on the City's Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On July 19, 2023, the Planning Commission conducted a public hearing. A commissioner asked about the change from an emergency *medical care facility* to an urgent *care center*. The staff explained that *urgent care center* is the more commonly understood term. The Planning Commission passed a motion (4-0 vote) to recommend approval of the proposed Zoning Text Amendment.

ANALYSIS:

The Zoning Ordinance Text Amendments are not anticipated to result in any adverse impacts on the community. The amendments will allow for continued refinement of the Zoning Ordinance to be consistent with state law, reflect changes in policies and procedures, allow for clerical corrections, and address the overall accuracy and usability of the Zoning Ordinance.

DISCUSSION:

Staff recommends approval of the request for the following reasons:

- The proposed text amendment will ensure consistency with state law.
- The proposed text amendment will improve usability of the code and enhance customer service.
- The proposed text amendment is deemed necessary to best serve the public health, safety, and general welfare of the city.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and adopt an Ordinance, approving application PL-23-0072, Zoning Ordinance Text Amendment, a request for text amendments to the City of Avondale Zoning Ordinance.

Contact person for document distribution: Catherine Lorbeer

Chapter 28 ZONING ORDINANCE

Article 1 ADMINISTRATION AND PROCEDURES

* * *

28-4 Development review procedures.

* * *

(c) Pre-application.

1. Prior to submittal of a ~~development~~ application ~~for a general plan amendment, rezoning or conditional use permit, a pre-application meeting is required unless determined by the zoning administrator that no purpose will be served by the review. for any of the development review procedures outlined herein~~ For all other development application types, a pre-application meeting must be held unless waived by may be required as determined by the zoning administrator.
2. The purpose of the pre-application meeting is:
 - a. To familiarize the development review committee with the request.
 - b. To identify land use and development policies that may affect the request.
 - c. To familiarize the applicant with the review and approval process.
 - d. To provide the applicant with planning application(s) and checklist(s) of required submittal material for the project.
3. The development review committee shall review and comment on materials submitted for pre-application meetings and provide preliminary comments to the project applicant.
4. A formal application shall be submitted to the planning division not later than six (6) months after the date of the pre-application meeting or the date of the zoning administrator's determination that no pre-application meeting is necessary.

* * *

28-5 Administrative actions.

* * *

(d) Reasonable Accommodation.

- (1) A person seeking reasonable accommodation shall file with the Department a request for reasonable accommodation in writing. The request shall be a public record not subject to disclosure under the public records law as it contains private and medical information. The request shall identify the disability which the person seeks accommodation for, together with any medical, psychological supporting documents procedure exists. The request shall also indicate the administrative action being sought by the applicant to accommodate their disability. The written request shall contain sufficient facts to allow the Zoning Administrator to make an individualized determination of the needs, to address the City's safety and welfare concerns, and to ensure compliance with Zoning Code. If the request involves physical or structural changes, the request shall include supporting documents from a qualified professional outlining and supporting the request.

(2) Upon receipt of the request for reasonable accommodation, the Department shall respond within Ten (10) Calendar Days. The Zoning Administrator shall, in consultation with the City Attorney, review the written request and determine:

- a. Whether an accommodation should be made pursuant to the requirements of the Fair Housing Act.
- b. The nature of the accommodation taking into consideration the requirements of the Fair Housing Act, public safety and welfare concerns, and the residential character of the neighborhood.
- c. The extent of the accommodation required to comply with the Fair Housing Act.

The Department shall identify the administrative actions that it will authorize to accommodate the disability and any actions that would be undue burden upon the City. The City's response shall be in writing.

28-6 Site plan and design review.

* * *

- (c) Application. The applicant shall submit plans and drawings illustrating the proposed location of buildings, parking areas, loading and refuse areas, landscaping, drives, dimensions of improvements, drainage, typical elevations of buildings and all other improvements. The site plan shall be submitted in accordance with procedures and requirements established by the zoning administrator. The zoning administrator or designee may request additional information concerning the property. Where a comprehensive sign plan is required pursuant to section 28-194 of this ordinance, it shall be submitted as a component of a development application.
- (d) ~~Reserved. Notification. The applicant shall include with the application the names and addresses in electronic format for all property owners within one thousand (1,000) feet of the property. The planning division shall be responsible for mailing notice of the site plan and design review within five (5) business days of the receipt of the application using postcards to each owner of property situated wholly or partly within one thousand (1,000) feet of the property to which the site plan relates. This does not apply to limited design review.~~
- (e) Review.
 - (1) The planning division shall refer the site plan, design review, and/or comprehensive sign plan to the development review committee to determine compliance with this ordinance and any other applicable codes, plans and standards.
 - (2) The development review committee shall have the authority to request modifications to the site plan and design review and may approve conditions consistent with this ordinance and any other applicable codes, plans and standards deemed necessary to protect the public health, safety and welfare.

* * *

28-7 Administrative relief.

The zoning administrator or authorized designee may authorize relief of up to ten (10) percent of any development standard. For projects located within a revitalization area, the zoning administrator or authorized designee may authorize relief up to thirty (30) percent of any development standard and may also waive specific non-quantitative development requirements. Notwithstanding the foregoing, the zoning administrator or designee shall not grant relief for any increase or reduction in allowable numbers of stories in a building, any increase or reduction in permitted uses, any increase or reduction in permitted density, reduction in parking stall size

requirements, or required parking. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Planning Division records:

- (a) An application by the property or on behalf of the owner was submitted on a form prescribed by the zoning administrator or authorized representative, and any applicable fees were paid.
- (b) ~~Reserved. Notice, by first-class mail, postmarked at least five (5) days prior to the determination, was given to adjacent property owners determined by the zoning administrator or authorized designee as potentially affected by the request.~~
- (c) The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property or the city as a whole.
- (d) The relief requested is needed due to the unusually small size or irregular shape of the parcel.
- (e) The relief granted is the minimum required to meet the needs of the proposed improvement.
- (f) The relief shall not be contrary to the purpose and intent of this ordinance.

* * *

28-13 Public notification.

In order to encourage and enhance citizen participation in the development process and to comply with state law, the City of Avondale requires notifications in advance of required neighborhood meetings, planning commission meetings, board of adjustment meetings, and city council meetings.

* * *

- (d) Proof of adequate school facilities.
 - (1) The applicant shall notify all applicable public school districts within four (4) business days of the submittal of a general plan amendment, ~~preliminary plat, final plat, rezoning, and for development plans in The BLVDD zoning district~~ request involving a residential use component.
 - (2) The applicant shall provide the planning division with certificates of adequate school facilities from both the elementary school district and high school district whose catchment areas include the property subject to the general plan amendment or rezoning, and for development plans in The BLVDD zoning district ~~request~~ prior to scheduling of any public hearings.

28-15 Definitions.

* * *

"Adult day care center:" A facility providing care for eleven (11) or more adult persons for less than twenty-four (24) hours per day and for compensation. ~~the elderly and/or functionally impaired adults in a protective setting for a portion of a twenty-four hour day in a place other than the adults' own home. No overnight sleeping facilities are provided. An adult day care center shall be licensed by the State of Arizona.~~

"Adult day care home:" A residential home provided care for up to ten (10) adult individuals for less than twenty-four (24) hours per day and for compensation. An adult day care home shall be licensed by the State of Arizona, if required by the appropriate State agency.

* * *

"Assisted living facility:" A facility, licensed by the State of Arizona to provide supervised care for more than ten (10) adults who are living together by reason of age, disability, illness, infirmity or companionship and for

whom meals, recreation or other diversion, and general health care is provided. A facility served by a common kitchen that provides living quarters and assistance to residents for daily living activities such as bathing, dressing, taking medications and transportation, and May include nursing homes, hospice facilities, and other similar uses.

"Auto service and diagnostic facility:" A facility designed to provide limited servicing of automobiles, including, but not limited to, brakes, oil changes, and tune ups, excluding any facility which performs body work, engine repair, transmission overhauls, or other major repair or reconditioning.

Auto body and repair, full service: A facility design to provide complete servicing and repair of vehicles, including body work, engine repair, upholstery, painting facilities, transmission overalls, framework, welding, or other major repair or reconditioning.

* * *

"Boarding house:" A single-family detached or attached dwelling unit in which any of the rooms are rented or leased to persons on a transient basis, but which does not include group homes, dormitories, convalescent homes, nursing homes, substance abuse detoxification centers or substance abuse treatment centers.

* * *

"Cacti:" Any family of plants that have fleshy stems and branches with scales or spines instead of leaves and that is capable of storing water and requiring no supplemental irrigation.

"Call Center:" A facility for handling telephone calls from the public, as to a large corporation or institution, with staffers who, variously, answer inquiries, process orders, provide customer service or technical support, etc.

"Caretaker's quarters:" An accessory dwelling on non-residential premises that is occupied by the person who oversees the nonresidential operation twenty-four (24) hours per day, and his or her family.

* * *

"Community garden:" A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants that is utilized by more than one (1) person or family.

"Community residence home:" Except as required by State law, a community residence home is a residential living arrangement for up to six (6) unrelated individuals with disabilities living as a single functional family in a single dwelling unit who are in need of the mutual support furnished by other residents of the community residence home as well as the services, if any, provided by the staff of the community residence home. Residents may be self-governing or supervised by a sponsoring entity or its staff, which provides on-site care, training, or support, or habilitative or rehabilitative services, related to the residents' disabilities. A community residence home seeks to emulate a biological family to normalize its residents and integrate them into the surrounding community. Its primary purpose is to provide shelter in a family-like environment; treatment is incidental as in any home. Supportive inter-relationships between residents are an essential component. A community residence home shall be considered a residential use of property for purposes of this Zoning Ordinance. The term does not include any other group living arrangement for unrelated individuals who are not disabled nor correctional transitional facilities, residential facilities for sex offenders or sober living homes. A community residence home shall be licensed by the State of Arizona in accordance with the provisions of Arizona Revised Statutes Title 36, Chapter 5.1.

"Community residential setting:"

(a) Means a residential facility that is licensed to serve more than four minors at any one time, that is licensed by the Arizona Department of health services pursuant to chapter 4 of this title or section 36-591, subsection A or by the department of child safety pursuant to title 8, chapter 4, article 4 and that provides services pursuant to a contract for minors determined to be dependent as defined in Arizona Revised Statutes section 8-201 or delinquent or incorrigible pursuant to section 8-341, or for minors with developmental disabilities, mental health or substance abuse needs.

(b) Does not include hospitals, nursing homes, child crisis and domestic violence shelters, adult homes, foster homes, group homes, group foster homes, community residential homes as defined in this ordinance; facilities

subject to any transient occupancy tax or behavioral health service agencies that provide twenty-four hour or continuous physician availability.

"Conditional use permit:" A permit issued that allows the city to impose additional development standards on that proposed use after consideration of adjacent uses and their functions and the special impacts that the proposed use may cause.

* * *

"Curb line:" The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the city engineer.

"Data Center:" A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations. Such facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center.

"Day labor hiring center:" A for-profit or non-profit facility at which job seekers congregate to be hired by the day or by the job for short periods of time by third parties.

* * *

"Density:" The number of dwelling units permitted per net acre of land.

"Department:" The City of Avondale Development ~~and Engineering~~ Services Department.

"Design guidelines:" See design manuals.

* * *

"Disability:" (1) A physical or mental impairment that substantially limits one or more major life activities; (2) a record of having such an impairment; or (3) being regarded as having such an impairment. However, a person with a disability shall not include: (1) any person currently engaging in the illegal use of controlled substances [as defined in Section 102 of the Controlled Substances Act (21 United States Code 802), with the exception of the use of recreational or medical marijuana as permitted pursuant to Title 36, Arizona Revised statutes]; or (2) any person who would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others that cannot be eliminated or reduced by reasonable accommodation. Disability and direct threat will be interpreted consistent with the Americans with Disabilities Act (42 United States Code 12101, et seq.), as amended, and the Federal Fair Housing Act (42 United States Code 3601 – 3619). The term "disability" means, with respect to an individual: (A) a physical or mental impairment that substantially limits one (1) or more major life activities of such individual; (B) a record of such an impairment or (C) being regarded as having such an impairment. For purposes of this definition, a qualified individual with a disability shall not include an individual who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use, except as provided in 42 U.S.C. § 12210. The term "illegal use of drugs" means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act, 21 U.S.C. § 812. Such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law. The term, disability, shall be interpreted in a manner consistent with the definition of disability in the Americans with Disabilities Amendment Act of 2008.

* * *

"Dwelling, triplex:" A building containing three (3) dwelling units.

~~"Emergency medical care facility:" A facility providing medical care to human beings by licensed medical personnel on an outpatient basis. No sleeping facilities or provisions for overnight stays are provided. Commonly known as "urgent care centers".~~

"Employee:" With respect to article 10 only, a person who performs any service on the premises of a sexually oriented business on a full-time, part-time or contract basis, whether or not the person is denominated an

employee, independent contractor, agent or otherwise and whether or not said person is paid a salary, wage or other compensation by the operator of said business. Employee does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises.

* * *

"Family:" Means any of the following: (1) An individual or group of two or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and where the adult residents share expenses for food or rent. (2) The occupants of a residential facility serving six or fewer persons. For purposes of this definition, "six or fewer persons" does not include people employed as staff. One (1) or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or legal adoption, no such family contains more than six (6) non-transient unrelated persons, except where disability requires that more than six (6) unrelated persons reside together. This definition shall not include any society, club, coterie or organization that is not a recognized religious order nor does it include any group of individuals whose association is temporary or seasonal or similar to a resort, boarding house, hotel or whose association is for an anticipated limited duration or for a determinable period such as a school term.

* * *

"Groundcover, vegetative:" Living landscape materials characterized by horizontal as well as vertical growth but which generally do not exceed eighteen (18) inches in height. The intent of groundcover plants, when properly installed, is to form a continuous cover over the ground.

"Group home:" A residential home or building(s) for six (6) to ten (10) unrelated individuals providing living facilities and sleeping rooms; and which also provides limited services, such as, but not limited to, meals, services to promote emotional support, life skills development and/or employment training. For purposes of this code, any residential facility that does not fall within the other definitions of this code shall be deemed to be a "Group home"; however, the term does not include any other group living arrangement for unrelated individuals who are not disabled nor correctional transitional facilities, residential facilities for sex offenders or sober living homes. Housing occupied by unrelated persons who live in a dwelling because of a disability and may include staff persons, who may or may not be domiciled in the dwelling, who provide support services, including, but not limited to, domestic, medical, rehabilitation, or other similar services.

"Group foster home:" A home maintained by any individual or individuals having the care or control of six (6) to (10) ten minor children who are not: (a) related to such individuals or to each other by blood, marriage, or adoption; or (b) legal wards of such individuals. A group foster home shall be licensed by the State of Arizona and does not include homes licensed as a family foster home that are over capacity and have a group foster home certification.

"Guest house:" A building used to house guests of the occupants of the main building, which is not rented or leased separately from the main building.

* * *

"Joint use parking:" Use of the same parking spaces by adjacent uses that have staggered peak periods of demand, thereby reducing the amount of land consumed by parking. Also known as "shared parking".

"Kitchen Incubator:" An educational facility offering restaurant business training that operates similar to a restaurant kitchen.

"Kennel:" Any commercial establishment at which dogs and cats are bred or raised for sale, boarded or cared for, exclusive of dental, medical or surgical care.

* * *

"Queuing space:" A temporary waiting area for motor vehicles generally associated with a drive-through use or egress from a site. Also known as "stacking space".

"Reasonable accommodation:" Means an administrative adjustment of rules, policies, practices, or services, when such accommodations may be necessary to afford [the disabled] equal opportunity to use and enjoy a dwelling without resulting in an undue burden upon the city.

"Recreational vehicle:" A vehicle designed and/or used for living or sleeping and/or recreational purposes and equipped with wheels to facilitate movement from place to place, including automobiles when used for living or sleeping purposes and including pick-up coaches (campers), motorized homes, boats, travel trailers and camping trailers, none of which meet the specifications required for a manufactured home.

* * *

"Setback:" The ~~shortest horizontal minimum~~ distance between a building, structure, wall, property line, parking lot, sign or any combination thereof as defined by the type of setback in this ordinance.

"Setback, parking:" The minimum distance between a parking lot and the street side property line. Parking is not permitted within the required setback area and the parking lot line is determined by the edge of the paved surface.

"Setback line:" A line designating the distance which a building or parking lot must be set back from a property line.

* * *

"Single housekeeping unit:" One person or two or more individuals living together and sharing household responsibilities and activities, which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. See also "Family".

"Single-user development:" Any lot and single-tenant building that is not part of a master planned development or multi-tenant non-residential development.

* * *

"Smoke shop:" An establishment that specializes in the sale of cigars and other tobacco-related paraphernalia, but does not allow patrons to smoke tobacco products on site.

"Sober living home" means any premises, place or building that provides alcohol-free or drug-free housing and that:

(a) Promotes independent living and life skills development.

(b) May provide activities that are directed primarily toward recovery from substance use disorders.

(c) Provides a supervised setting to a group of unrelated individuals who are recovering from substance use disorders.

(d) Does not provide any medical or clinical services or medication administration on-site, except for verification of abstinence.

(e) Is licensed by the Arizona Department of Health Services as a Sober Living Home.

"Special event:" A temporary outdoor event, excluding "seasonal sales" as defined by this ordinance and also excluding temporary outdoor uses occurring in the major sports and entertainment zoning district. Examples of special events include carnivals, circuses, and outdoor sales events.

* * *

"Urban development:" A form of development generally characterized by higher residential densities and integrated commercial and industrial land uses connected by multiple transportation modes, with a particular emphasis on pedestrians and transit users.

"Urgent care center:" A facility dedicated to the delivery of immediate care or emergency medical ~~services~~care outside of a hospital emergency department, usually on an unscheduled, walk-in basis, with no

~~provision for continuing care on an inpatient basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room, with no accommodations for overnight stays.~~

"Variance:" A license, granted by the board of adjustment to deviate from certain limited provision of the city zoning ordinance.

~~***~~

Article 2 RESIDENTIAL DISTRICTS

~~***~~

28-32 Land use matrices.

The following land use matrices shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific residential zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the reader. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail.

A. Single-family districts.

Land Use Matrix

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-10	R1-8	R1-7	R1-6	R1-5
Adult Day Care in the home as an accessory to the primary residential use of the dwelling	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Adult day care center in conjunction with a place of worship or school	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Apiary	PC	PC	-	-	-	-	-	-	-	-
Bed and breakfast inn	-	C	-	C	-	-	-	-	-	-
Child care in the home for four (4) or fewer children not related to the residents as an accessory to the primary residential use of the dwelling.	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of a dwelling.	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Child care center in conjunction with a place of worship or school	C	C	C	C	C	C	C	C	C	C
Community garden, one acre or less	P	P	P	P	P	P	P	P	P	P

<u>Community residential home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Community residential setting</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Dairy farm	PC	-	-	-	-	-	-	-	-	-
Farm animals, the raising and keeping of	P	PC	PC	PC	-	-	-	-	-	-
Farming, including all types of agriculture and horticulture	P	P	-	-	-	-	-	-	-	-
Feed lot for cattle	PC	-	-	-	-	-	-	-	-	-
Greenhouse, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-	-	-
Group home	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Group foster home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Guest house	PC	PC	PC	C	C	-	-	-	-	-
Home occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Kennel for boarding and breeding dogs and cats with dog runs	C	C	-	-	-	-	-	-	-	-
Nursery for plants, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-	-	-
Park and recreation areas, public	P	P	P	P	P	P	P	P	P	P
Place of worship	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Public utility facility required for local service	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Public utility facility with the exception of those allowed as a use permitted with conditions above	C	C	C	C	C	C	C	C	C	C
Ranch for horses, commercial and guest	P	C	-	-	-	-	-	-	-	-
Retailing farm products produced on the premises	P	P	-	-	-	-	-	-	-	-
School, private	-	C	C	C	C	C	C	C	C	C
School, public	P	P	P	P	P	P	P	P	P	P
Single-family detached dwelling	P	P	P	P	P	P	P	P	P	P
<u>Sober living home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Stable for horses, commercial	P	C	-	-	-	-	-	-	-	-
Wholesaling farm products produced on the premises	P	-	-	-	-	-	-	-	-	-

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

B. Multi-family districts and manufactured home park.

Land Use Matrix

LAND USE	R-2	R-3	R-4	MH
<u>Adult Day Care in the home as an accessory to the primary residential use of the dwelling.</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	-
<u>Adult day care center in conjunction with a place of worship or school.</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Assisted living facility	C	C	C	-
Boarding house	C	C	C	-
Child care in the home for four (4) or fewer children not related to the residents, as an accessory to the primary residential use of a dwelling.	<u>PC</u>	<u>PC</u>	<u>PC</u>	-
Child care in the home for five (5) to ten (10) children not related to the residents, as an accessory to the primary residential use of a dwelling.	<u>C</u>	<u>C</u>	<u>C</u>	-
Child care center in conjunction with a place of worship	C	<u>PC</u>	<u>PC</u>	<u>PC</u>
Community garden, one acre or less	P	P	P	P
<u>Community residential home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Community residential setting</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Convalescent home	C	C	C	-
Group home	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Group foster home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Home occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC
Manufactured or mobile home	-	-	-	P
Multi-family dwelling	-	P	P	-
Nursing home	C	C	C	-
Park and recreation areas, public	P	P	P	-
Place of worship	C	C	C	C
Public utility facility required for local service	PC	PC	PC	-
Public utility facility with the exception of those allowed as a use permitted with conditions above	C	C	C	-
School, public	P	P	P	-
Single-family attached dwelling	P	P	P	PC
Single-family detached dwelling	P	P	-	PC
<u>Sober living home</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

(Ord. No. 2045-1220, § 6, 12-7-20)

28-33 Uses permitted with conditions.

The following land uses are listed in the land use matrix as permitted with conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

- (a) Adult day care in the home providing care for up to ten (10) adult individuals not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:
 - (1) The residential character of the exterior of the structure shall be maintained.
 - (2) Signs related to the adult day care shall not be allowed.
 - (3) The minimum separation between day care uses on the same street shall be 300 feet, as measured from the closest property lines.
 - (4) All required licenses, certifications and registrations shall be obtained from the appropriate State agency prior to issuance of a business license.
 - (5) All requirements of the applicable State and/or City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.
 - (6) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (7) Existing garages, carports or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use.
 - (8) The day care use shall not generate vehicular or truck traffic in greater volume than that normally expected in the residential district in which the day care use is located.
 - (9) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.
 - (10) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.
- (b) Apiary is allowed in certain residential zoning districts provided that:
 - (1) In the AG District, hives shall have a minimum separation of two hundred (200) feet from any adjacent residences.
 - (2) In the RR-43 District, hives shall have a minimum separation of seventy-five (75) feet from any adjacent residence.
- (c) Child care in the home providing care for up to ten (10) children not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:
 - (1) The residential character of the exterior of the structure shall be maintained.
 - (2) Signs related to the child day care shall not be allowed.
 - (3) The minimum separation between day care uses on the same street shall be 300 feet, as measured from the closest property lines.

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- (4) All required licenses, certifications and registrations shall be obtained from the appropriate State agency prior to issuance of a business license.
 - (5) All requirements of the applicable State and/or City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.
 - (6) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (7) Existing garages, carports or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use.
 - (8) The day care use shall not generate vehicular or truck traffic in greater volume than that normally expected in the residential district in which the day care use is located.
 - (9) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.
 - (10) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.
 - (d) Community residential home providing care for up to six (6) unrelated individuals may be allowed in certain residential zoning districts provided that:
 - (1) Prior to operation, a completed registration for a community residential home must be submitted to the Development Services Department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
 - (e) Community residential setting providing care for up to ten (10) children may be allowed in certain residential zoning districts provided that:
 - (1) Prior to operation, a completed registration for a community residential setting must be submitted, reviewed, and approved by the Development Services Director or their designee. No registration shall be accepted for a community residential setting that does not comply with the requirements of the Zoning Ordinance. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of 600 feet is required from another community residential setting, group home, group foster home, and sober living home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a community residential setting shall be restricted to daylight hours only.
 - (7) Exclusive Use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the community residential setting.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona law requires a State License, a copy of that license and all renewals thereto shall be provided to the City for record-keeping purposes within 10 days of receipt by the operator.
 - (9) The Development Services Director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a community residential setting if it is found to be endangering the public health, welfare, or safety of the surrounding community.

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- (10) The community residential setting shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the Chief Building Official and the Fire Chief, or their designees.
- (fb) Dairy farm is allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.
- (ge) Farm animals. Raising and keeping farm animals is allowed in certain residential Zoning Districts, subject to the following:
- (1) In the RR-43 District:
- (A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.
- (D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.
- (E) Structures for fowl shall not be located closer than seventy-five (75) feet to any neighboring residence.
- (2) In the RR-18 District:
- (A) All farm animals shall be contained on the property by an effective enclosure and shall not be allowed to run at large.
- (B) The property shall be maintained so that it does not create or contribute to a health nuisance caused by the presence of flies, mosquitoes or other vermin; objectionable odors or dust; ponded water or water runoff; the accumulation of manure, garbage, refuse or other obnoxious or putrescible material; or similar conditions.
- (3) In the R1-35 District:
- (A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.
- (D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.
- (he) Feed lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.
- (i) Group homes providing care for up to ten (10) unrelated individuals may be allowed in certain residential zoning district provided that:
- (1) Prior to operation, a completed registration for a group home must be submitted to the Development Services Department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
- (2) A minimum separation distance of 600 feet is required from another group home, community residential setting, group foster home, and sober living home.

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- (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a group home shall be restricted to daylight hours only.
 - (7) Exclusive Use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the group home.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona law requires a State License, a copy of that license and all renewals thereto shall be provided to the City for record-keeping purposes within 10 days of receipt by the operator.
 - (9) No group home shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or to substantial physical damage to the property of others.
 - (10) The Development Services Director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a group home if it is found to be endangering the public health, welfare, or safety of the surrounding community.
 - (11) The group home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the Chief Building Official and the Fire Chief, or their designees.
- (j) Group foster homes for six (6) to ten (10) children may be allowed in certain residential zoning district provided that:
- (1) Prior to operation, a completed registration for a group foster home must be submitted to the Development Services Department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of 600 feet is required from another group foster home, community residential setting, group home, and sober living home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a group foster home shall be restricted to daylight hours only.
 - (7) Exclusive Use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the group foster home.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona law requires a State License, a copy of that license and all renewals thereto shall be provided to the City for record-keeping purposes within 10 days of receipt by the operator.
 - (9) The Development Services Director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a group foster home if it is found to be endangering the public health, welfare, or safety of the surrounding community.

(10) The group foster home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the Chief Building Official and the Fire Chief, or their designees.

(ke) Guest house is allowed in certain residential zoning districts provided that:

- (1) A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.
- (2) A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.
- (3) The materials, colors and architectural style of the guest house shall be similar to the principal residence.
- (4) The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.
- (5) A detached guest house shall meet the location, height and setback requirements in article 7 of this zoning ordinance.
- (6) The department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction plans. The separate design review process outlined in article 1 of this zoning ordinance is not required for guest houses.

(lf) Home occupations are allowed in certain residential zoning districts, provided that in addition to all of the use limitations applicable in the zoning district in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:

- (1) The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
- (2) There shall be no signs, no exterior display, no exterior storage of materials, and no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
- (3) No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
- (4) No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
- (5) Any need for parking generated by the home occupation shall be off-street. One (1) off-street parking space is permitted for the home occupation.
- (6) No pick-up or delivery by business-related vehicles which exceed twenty thousand (20,000) pounds gross vehicle (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
- (7) Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten thousand (10,000) pounds used for the home occupation may be parked or stored at the property.
- (8) Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than two hundred (200) square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day.

Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services and like services.

- (9) Employees who do not reside in the home are prohibited.
 - (10) Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.
 - (11) The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.
- (mg) Places of worship shall be located on an arterial street or at the intersection of two (2) collector streets.
- (n) Public utility facility required for local service is allowed in certain residential zoning districts provided that:
- (1) It is required for local service.
 - (2) There are no offices, maintenance facilities, outdoor storage or part-time employees related to the site.
- (o) Single-family detached or attached dwellings are allowed in the Manufactured Home (MH) District subject to the development standards outlined in section 28-37(c).
- (p) Sober living home providing care to up to ten (10) unrelated individuals may be allowed in certain residential zoning districts provided that:
- (1) Prior to operation, a completed registration for a sober living home must be submitted, reviewed, and approved by the Development Services Director or their designee and the operator must obtain a valid Avondale business license. No registration shall be accepted for a sober living home that does not comply with the requirements of the Zoning Ordinance. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of 600 feet is required from another sober living home, community residential setting, group home, and group foster home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a sober living home shall be restricted to daylight hours only.
 - (7) Exclusive Use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the sober living home.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona law requires a State License, a copy of that license and all renewals thereto shall be provided to the City for record-keeping purposes within 10 days of receipt by the operator.
 - (9) No sober living home shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or to substantial physical damage to the property of others.
 - (10) The Development Services Director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke the approval of a sober living home if it is found to be endangering the public health, welfare, or safety of the surrounding community.

(11) The sober living home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the Chief Building Official and the Fire Chief, or their designees.

(Ord. No. 2045-1220, § 7, 12-7-20)

28-34 Uses permitted with a conditional use permit.

The land uses listed in the land use matrix as being permitted subject to a conditional use permit shall, in addition to the process set for in section 28-9 of this zoning ordinance, comply with the conditions listed below, if any, for the individual use. Based on review of the conditional use permit application, the city council may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

(a) Adult day care center in conjunction with a place of worship providing care for 11 or more adult individuals may be permitted as a conditional use in certain residential zoning districts provided that such activities are on the same lot and share joint use of worship facilities. Independent free-standing signs and wall identification signs for the adult day care center are not allowed.

~~(ca)~~ Assisted living facility may be permitted in certain residential zoning districts as a conditional use.

~~(db)~~ Bed and breakfast inn may be permitted as a conditional use in certain residential zoning districts provided that:

- (1) The bed and breakfast inn shall be owner-occupied. The guest rooms shall be part of the primary residence.
- (2) No more than four (4) rooms with a maximum of three (3) guests per room shall be allowed for the bed and breakfast inn.
- (3) The conditional use permit is non-transferable and shall be subject to review and may be revoked if the use authorized therein has been exercised in violation of this section or the approval conditions.
- (4) Meals shall be served only to overnight guests and residents.
- (5) No alteration to the exterior or interior of the residential dwelling, accessory building or yard that alters the residential character of the premises shall be permissible.
- (6) Off-street parking shall be at a rate of one (1) space per room.
- (7) Except as provided by city code and/or other regulations, no storage of commercial vehicles shall be allowed.
- (8) The bed and breakfast inn shall not be used for the hosting of receptions, private parties, or similar events.
- (9) A fire escape plan shall be developed and graphically displayed in each guest room. Such plan shall be filed with and approved by the City of Avondale Fire Department.
- (10) The bed and breakfast inn shall comply with all other provisions of the zone in which it is located and with all other applicable ordinances, codes or regulations.

~~(ee)~~ Boarding house may be permitted in certain residential zoning districts as a conditional use.

~~(d) Child care in the home for five (5) to ten (10) children not related to the residents may be permitted as a conditional use in certain residential zoning districts provided that:~~

~~(1) The residential character of the exterior of the structure shall be maintained.~~

~~(2) Signs related to the home child care shall not be allowed.~~

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- ~~(3) All required licenses, certifications and registrations shall be obtained from the appropriate state or county agency prior to issuance of a business license.~~
- ~~(4) All requirements of the City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.~~
- ~~(5) Existing garages, carports or driveways shall not be expanded, enclosed or otherwise modified to accommodate this accessory use.~~
- ~~(6) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.~~
- ~~(7) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.~~
- ~~(8) Notification of the conditional use permit application shall be made to the subject home owners' association management prior to the neighborhood meeting.~~
- (fe) Child care center in conjunction with a place of worship providing care for 11 or more children may be permitted as a conditional use in certain residential zoning districts provided that such activities are on the same lot and share joint use of worship facilities. Independent free-standing signs and wall identification signs for the child care center are not allowed.
- (gf) Convalescent home may be permitted in certain residential zoning districts as a conditional use.
- (hg) Guest house may be permitted as a conditional use in certain residential zoning districts provided that:
- (1) A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.
 - (2) A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.
 - (3) The materials, colors and architectural style of the guest house shall be similar to the principal residence.
 - (4) The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.
 - (5) A detached guest house shall meet the location, height and setback requirements in article 7 of the zoning ordinance.
 - (6) Prior to issuance of a building permit for the guest house, a plot plan illustrating conformance with these requirements shall be submitted and approved.
- (ih) Kennel for boarding and breeding dogs and cats with dog runs may be permitted as a conditional use in certain residential zoning districts provided that such structures are not closer than seventy-five (75) feet to any neighboring residence.
- (ji) Public utility facility, with the exception of those allowed as a use permitted with conditions above, may be permitted in certain residential zoning districts as a conditional use.
- (kj) Ranch for horses, commercial and guest, may be permitted in certain residential zoning districts as a conditional use.
- (lk) School, private, may be permitted as a conditional use in certain residential zoning districts provided that it is located on an arterial street or at the intersection of two (2) collector streets.
- (ml) Stable for horses, commercial, may be permitted in certain residential zoning districts as a conditional use.

28-36 Design standards.

* * *

(b) Multi-family districts.

* * *

(5) Parking.

- (A) All parking lots shall be screened from public streets by masonry walls or earth berms or combination thereof to a height of at least three (3) feet above the grade of the parking lot or adjacent street, whichever is higher in elevation. Such walls shall be designed and colored to complement the main buildings on and provided architectural features throughout the site.
- (B) A minimum of one (1) covered parking space per unit shall be provided.
- (C) Garage parking shall be provided for a minimum of twenty-five (25) percent of parking, excluding visitor parking, in apartment developments with one hundred (100) or more dwelling units. Single-Family attached, townhomes and condominiums shall provide a garage at a ratio of one (1) per dwelling unit, the same as a single-family detached dwelling unit.

Article 3 COMMERCIAL DISTRICTS

28-53 Land use matrix.

The following land use matrix shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific commercial zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail.

LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
* * *					
Education, Religious & Institutional Uses					
Adult day care center	PC	PC	PC	PC	-
Assisted living facility	PC	PC	-	-	-
Child care center	-	C	C	C	C
College or university	-	-	-	-	PC
* * *					
Medical					
Emergency medical care facility	-	P	P	P	P
Funeral home	PC	-	-	P	P
Hospitals	-	-	-	P	P
Massage therapy (medical)	P	P	P	P	P

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(Supp. No. 31, Update 1)

Medical, dental or health offices, clinics and laboratories, excluding plasma centers and medical marijuana uses	P	P	P	P	P
Plasma centers	-	-	-	C	-
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
<u>Urgent care center</u>	<u>-</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Veterinary hospital, offices and clinics, excluding animal boarding	-	-	PC	PC	PC
<u>* * *</u>					

P = Permitted Use

C = Conditional Use Permit required

PC = Permitted with Conditions

A = Accessory Use

- = Not Permitted

28-57 Old Town Avondale Business District (OTAB).

* * *

(d) OTAB land use matrix. The following land use matrix shows the uses that are:

- (P) Permitted outright
- (C) Permitted with a conditional use permit
- (PC) Permitted with conditions
- (A) Permitted as an accessory use
- (-) Prohibited

LAND USE	HERITAGE SUBDISTRICT	NEIGHBORHOOD SUBDISTRICT
<u>* * *</u>		
Educational, Institutional, and Office Uses		
<u>* * *</u>		
Dance studios	P	-
<u>Kitchen Incubator</u>	<u>P</u>	<u>P</u>
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses.	P	PC
<u>* * *</u>		

* * *

(e) OTAB uses permitted with conditions. The following land uses are listed in the OTAB land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the

individual uses are met. Based on site plan and/or tenant improvement plan review, additional conditions of approval deemed necessary to protect the health, safety, and public welfare may be added.

* * *

(11) Sidewalk cafés are allowed in the Heritage Subdistrict provided that:

* * *

- (B) A sidewalk café shall be allowed only where the sidewalk or porch is wide enough to adequately accommodate both pedestrian traffic in the area and the operation of the proposed café. ~~For Americans with Disabilities Act (ADA) compliance, there shall be a minimum of five~~forty-eight ~~(548) feet~~inches clear distance free of all obstructions in order to allow adequate pedestrian movement.

* * *

- (14) Multi-family dwellings are allowed in the Neighborhood Subdistrict, ~~provided that new multi-family dwellings and additions to existing multi-family dwellings comply with the Historic Avondale Design and Development Guidelines.~~ For all development standards, accessory use standards and design standards (including landscaping and signage requirements) ~~not covered in the Historic Avondale Design and Development Guidelines,~~ multi-family dwellings shall comply with the requirements of either the R-3 or R-4 (Multi-Family Residential) Zoning District, whichever is determined to be more appropriate by the zoning administrator.

* * *

(h) OTAB performance standards.

- (1) Any exterior modification of a building, structure or site within the OTAB District shall be subject to the standards ~~set forth in the Historic Avondale Design and Development Guidelines and future amendments thereto, as well as the requirements~~ contained within this subsection 28-57(h).
- (A) New and remodeled buildings shall be compatible with the Old Town character and architecture.
- (B) Design shall preserve the integrity of each individual structure and the character of its streetscape.
- (C) Important character-defining features and details of existing buildings shall be preserved when exterior alterations are proposed.
- (D) All new buildings shall be designed to be compatible with the human scale and shall also preserve the residential and historic character of the surrounding neighborhood.
- (E) For elevations fronting onto Western Avenue, Dysart Road or Central Avenue, storefront windows shall be utilized to allow views into and out of ground level spaces. Clear or lightly tinted glass shall be used in windows, doors and display windows.
- (F) Façade surfaces adjacent to major streets (Western Avenue, Dysart Road and Central Avenue) shall be no more than twenty-four (24) feet in length without an opening.
- (G) Any building over fifty (50) feet wide shall be designed to appear as a series of buildings no wider than fifty (50) feet each.
- (H) All retail entrances adjacent to major streets (Western Avenue, Dysart Road and Central Avenue) shall be sheltered by use of a porch, canopy or awning.
- (I) All customer entries shall be open to either the public right-of-way or an open air breezeway leading to the public right-of-way.

* * *

- (6) Signage within OTAB shall be provided in accordance with article 9 of the zoning ordinance ~~and the Historic Avondale Design and Development Guidelines.~~
- (7) Except where specified otherwise within this section 28-57, parking shall be provided in accordance with article 8 of the zoning ordinance ~~and the Historic Avondale Design and Development Guidelines.~~ Joint-use parking shall be permitted in accordance with the procedures outlined in that section.
- (8) Landscaping and walls shall be required in accordance with the provisions of article 12 of the zoning ordinance, landscaping, walls, and fences regulations, ~~and the Historic Avondale Design and Development Guidelines,~~ except as follows:
- (A) Development in the OTAB District shall be exempt from the provisions of subsection 28-294(c)(1)(D), landscape design standards, required landscape areas, general. No minimum percentage of site landscaping shall be required.
- (B) The provisions of subsection 28-294(c)(3), landscape design standards, landscape setback, shall apply to development in the OTAB District, except that the minimum dimension of landscape setbacks shall be determined by the development standard table, above.
- (C) The provisions of subsection 29-294(c)(5), landscape design standards, land use buffers, shall not apply to development in the OTAB District.

Article 4 EMPLOYMENT DISTRICTS

* * *

28-72 Land use matrix.

The following land use matrix shows the uses that are permitted outright (P), permitted subject to a conditional use permit (C), permitted with conditions provided herein (PC), as an accessory use to an otherwise permitted use (A) or prohibited (-) in specific employment zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.

LAND USE	CP	A-1
<u>* * *</u>		
Health and exercise centers, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P	-
Hospital and urgent care facility	P	-
Hotel and conference center	P	-
<u>* * *</u>		
Veterinary hospital, clinic	P	-
<u>Urgent care center</u>	<u>P</u>	<u>-</u>
Vehicle storage facility, excluding dead vehicle storage	-	P
<u>* * *</u>		

P= Permitted use

PC = Permitted use with conditions

C = Conditional use permit

A = Accessory use

- = Not permitted

Article 5 SPECIAL DISTRICTS; OVERLAYS

28-91 The BLVD District.

*** * ***

- (e) Land uses. Land uses for each subdistrict shall comply with the land use matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.

G = Gateway District

PA = Park Avenue District

N = Neighborhood District

V = Village District

R = Residential District

P = Promenade District

P = Permitted

C = Conditional use

PC = Permitted with conditions

A = Accessory

FF = First floor w/residential above

- = Not allowed

LAND USE	THE BLVD SUBDISTRICTS					
	G	V	PA	R	N	P
* * *						
Drive-through uses, including restaurants and financial institutions	PC	PC	PC	-	-	PC
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	FF	-	-
Emergency medical care facility	P	P	P	-	-	P
Employment agencies excluding day labor	P	P	P	-	-	P
Extended stay hotel	PC	PC	PC	-	-	-

* * *						
Tanning salon	P	P	P	FF	-	P
Theater, excluding movie theaters	P	P	P	-	-	P
Ticket and travel agency	P	P	P	FF	-	P
Urgent care center	P	P	P	-	-	P
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	-	-	PC
Video arcade or game room	P	P	P	FF	-	P
Wine bar	P	P	P	FF	-	P

*** * ***

- (k) City Center District. The City Center District (CCD) and the City Center Specific Plan (CCSP) were the precursors to The BLVDD and The BSP, respectively. Until all property owners within The BLVD Opt-In to The BLVDD District in accordance with the procedures outlined in section 28-91(d)(2) of this ordinance, the CCD regulations must be maintained. No new rezonings to CCD shall be considered. At such time that there are no properties zoned CCD, this subsection (k) will be deleted from the ordinance in accordance with the procedures outlined in section 28-9 of this zoning ordinance.

*** * ***

- (5) Land uses. Land uses for each subdistrict shall comply with the land use matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.

P = Permitted

C = Conditional use

PC = Permitted with conditions

FF = First floor only

A = Accessory

- = Not allowed

LAND USE	CITY CENTER SUBDISTRICTS					
	GE	EMU	PR	NC	RMU	TR
* * *						
Drive-through uses, including restaurants and financial institutions	P	PC	-	P	-	-
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	P	FF	-
Emergency medical care facility	P	P	P	P	FF	-
Employment agencies excluding day labor	P	P	P	P	FF	-
Extended stay hotel	PC	PC	PC	PC	-	-
* * *						
Theater, excluding movie theaters	P	P	P	P	-	-

Ticket and travel agency	P	P	P	P	FF	-
<u>Urgent care center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	PC	-	-
Video arcade or game room	P	P	P	P	FF	-
Wine bar	P	P	P	P	FF	-
Zoo	C	-	-	-	-	-

* * *

28-92 Major Sports and Entertainment District.

* * *

(c) Permitted uses. The following uses shall be permitted in the MSED District:

* * *

- (16) Health and athletic clubs.
- (17) Hospitals and urgent-care centers~~facilities~~.
- (18) Reserved~~Emergency care clinics~~.

* * *

28-94 Historic Avondale Infill Overlay.

* * *

(c) Required development plan.

- (1) A development plan must be approved to allow development according to the HAIO.
- (2) All regulations and standards of the underlying zoning district shall remain in full force and effect, unless specifically addressed in the development plan.
- (3) Lots that are two (2) acres or less may propose alternatives to request relief from the development standards set forth in the ~~Avondale Zoning Ordinance as part of the HAIO request and the Historic Avondale Design and Development Guidelines, with the exception of the architectural section of the guidelines.~~
- ~~(4) Lots over two (2) acres may request relief from the standards set forth in the Avondale Zoning Ordinance. The Historic Avondale Design and Development Guidelines shall be adhered to.~~

* * *

Article 7 SUPPLEMENTARY REGULATIONS

28-139 Design requirements for non-residential districts.

* * *

(d) General building design.

- (1) Building architecture is expected to conform to the building design components in the applicable design manual.

-
- (2) Buildings shall be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.
 - (3) Mechanical equipment including roof ladders, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.
 - (4) Exterior electrical wall equipment, including but not limited to, service entrance sections, electrical access panels, and electrical cabinets, shall be located in the rear or side of the building and be fully enclosed or in a recessed area of the building so not to project past the exterior façade.
 - (5) All sides of a building shall receive consistent architectural treatment.
 - (6) All buildings located within a unified, planned development, such as a shopping center or business park, shall be architecturally styled to achieve harmony and continuity of design. Building elevations shall be coordinated with regard to color, texture, materials, finishes and form.
 - (7) Pedestrian-oriented site design is required.
 - (8) Buildings with metal or steel exteriors shall be architecturally altered through the construction of veneers, facades or other architectural treatments to minimize the extent of metal surfaces visible.
 - (9) All downspouts shall be internalized or architecturally integrated into the design of a building.

28-140 – 28-160 Reserved.

Article 8 PARKING

28-165 Parking and access standards.

- (a) Parking space sizes.

* * *

- (5) Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions, except as provided below:-
 - (A) Up to two (2) feet (twenty-four (24) inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a landscape area with a minimum depth of ten (10) feet.
 - (B) Up to two (2) feet (twenty-four (24) inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a private sidewalk with a minimum width of six (6) feet.

* * *

Article 12 LANDSCAPE, WALLS AND FENCES

28-295 Landscape plans.

- (a) General landscape plan requirements. Landscape plan submittals consisting of a preliminary landscape plan and, a final landscape plan ~~and a landscape maintenance schedule~~ shall be prepared, submitted and

approved for all applicable development projects in accordance with the procedures and requirements set forth herein and as required under article 1 of this zoning ordinance. All plans shall be stamped and signed by a registered landscape architect licensed in the State of Arizona.

* * *

- (c) Final landscape plan. The final landscape plan shall be submitted concurrently with all other required site improvement and construction plans at the time of application for a building permit. Any alterations to the approved Preliminary Landscape plan must be approved by the zoning administrator or authorized designee prior to the final landscape plan submittal. The following information shall be added to the final landscape plans for review:
- (1) Revised locations, if any, for all landscape material, organic and inorganic.
 - (2) A final landscape materials schedule identifying each plant's common and botanical name, plant sizes and quantities, and the specification, size, and color of any inert materials.
 - (3) Final locations of all easements on the site including, but not limited to, public utility easements, drainage easements, roadway easements, construction easements, and United States of America irrigation easements.
 - (4) All final utility locations including, but not limited to, site lighting, transformers and utility cabinets, backflow preventers, street lights, and signs.
 - (5) Final landscape details and corresponding construction notes. All required City of Avondale notes are to be shown on all sheets.
 - (6) Final irrigation plans, irrigation details and irrigation construction notes shall be provided illustrating the layout and details of the irrigation system including the type and location of all materials utilized.
 - ~~(7) A landscape maintenance manual including, at a minimum:~~
 - ~~(A) A landscape maintenance narrative that describes the theme of the selected plant palette and the overall design intent (i.e. preserving the natural characteristics of each material).~~
 - ~~(B) The approved plant list including plant sizes, irrigation emitter gallonage per species and specific plant maintenance notes.~~
 - ~~(C) A monthly maintenance schedule describing seasonal maintenance requirements such as, but not limited to, fertilization, pest and weed control, pruning, and an irrigation schedule indicating the required adjustments to the watering schedule throughout the year, reflecting seasonal climatic changes.~~
 - ~~(D) Example photographs and clear directions for proper pruning techniques for each plant type. All pruning of plants shall conform to the current version of the American National Standard, ANSI A300—Tree Care Operations—Tree, Shrub, and Other Woody Plant maintenance—Standard Practices.~~
 - (78) Any other pertinent information as requested by the zoning administrator or authorized designee as necessary to evaluate the final landscape plans.

ORDINANCE NO. 2055-0823

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 1 (ADMINISTRATION AND PROCEDURES), SECTIONS 28-4 THROUGH 28-7; 28-13, 28-15, ARTICLE 2 (RESIDENTIAL DISTRICTS) SECTIONS 28-32 THROUGH 28-34 AND 28-36, ARTICLE 3 (COMMERCIAL DISTRICTS) SECTIONS 28-53 AND 28-57, ARTICLE 4 (EMPLOYMENT DISTRICTS) SECTION 28-72, ARTICLE 5 (SPECIAL DISTRICTS) SECTIONS 28-91, 28-92, AND 28-94, ARTICLE 7 (SUPPLEMENTARY REGULATIONS) SECTIONS 28-139 AND 28-140 THROUGH 160, ARTICLE 8 (PARKING) SECTION 28-165, ARTICLE 12 (LANDSCAPE, WALLS AND FENCES) SECTION 28-295 RELATING TO GROUP HOMES, DEFINITIONS AND LAND MATRICES.

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

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on July 19, 2023, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on August 21, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-4 (Development review procedures.), Subsection (c) (Pre-application.) is hereby amended to read as follows:

(c) Pre-application.

(1) Prior to submittal of a DEVELOPMENT application FOR A GENERAL PLAN AMENDMENT, REZONING OR CONDITIONAL USE PERMIT, A PRE-APPLICATION MEETING IS REQUIRED UNLESS DETERMINED

BY THE ZONING ADMINISTRATOR THAT NO PURPOSE WILL BE SERVED BY THE REVIEW. ~~for any of the development review procedures outlined herein~~ FOR ALL OTHER DEVELOPMENT APPLICATION TYPES, a pre-application meeting ~~must be held unless waived by~~ MAY BE REQUIRED AS DETERMINED BY the zoning administrator.

...

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-5 (Administrative actions.) is hereby amended to add a new Subsection (d) (Reasonable accommodation.) to read as follows:

(D) REASONABLE ACCOMMODATION.

- (1) A PERSON SEEKING REASONABLE ACCOMMODATION SHALL FILE WITH THE DEPARTMENT A REQUEST FOR REASONABLE ACCOMMODATION IN WRITING. THE REQUEST SHALL BE A PUBLIC RECORD NOT SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW AS IT CONTAINS PRIVATE AND MEDICAL INFORMATION. THE REQUEST SHALL IDENTIFY THE DISABILITY WHICH THE PERSON SEEKS ACCOMMODATION FOR, TOGETHER WITH ANY MEDICAL, OR PSYCHOLOGICAL SUPPORTING DOCUMENTS. THE REQUEST SHALL ALSO INDICATE THE ADMINISTRATIVE ACTION BEING SOUGHT BY THE APPLICANT TO ACCOMMODATE THEIR DISABILITY. THE WRITTEN REQUEST SHALL CONTAIN SUFFICIENT FACTS TO ALLOW THE ZONING ADMINISTRATOR TO MAKE AN INDIVIDUALIZED DETERMINATION OF THE NEEDS, TO ADDRESS THE CITY'S SAFETY AND WELFARE CONCERNS, AND TO ENSURE COMPLIANCE WITH THE ZONING CODE. IF THE REQUEST INVOLVES PHYSICAL OR STRUCTURAL CHANGES, THE REQUEST SHALL INCLUDE SUPPORTING DOCUMENTS FROM A QUALIFIED PROFESSIONAL OUTLINING AND SUPPORTING THE REQUEST.
- (2) UPON RECEIPT OF THE REQUEST FOR REASONABLE ACCOMMODATION, THE DEPARTMENT SHALL RESPOND WITHIN TEN (10) CALENDAR DAYS. THE ZONING ADMINISTRATOR SHALL, IN CONSULTATION WITH THE CITY ATTORNEY, REVIEW THE WRITTEN REQUEST AND DETERMINE:
 - A) WHETHER AN ACCOMMODATION SHOULD BE MADE PURSUANT TO THE REQUIREMENTS OF THE FAIR HOUSING ACT.
 - B) THE NATURE OF THE ACCOMMODATION TAKING INTO CONSIDERATION THE REQUIREMENTS OF THE FAIR HOUSING ACT, PUBLIC SAFETY AND WELFARE CONCERNS, AND THE RESIDENTIAL CHARACTER OF THE NEIGHBORHOOD.

C) THE EXTENT OF THE ACCOMMODATION REQUIRED TO COMPLY WITH THE FAIR HOUSING ACT.

THE DEPARTMENT SHALL IDENTIFY THE ADMINISTRATIVE ACTIONS THAT IT WILL AUTHORIZE TO ACCOMMODATE THE DISABILITY AND ANY ACTIONS THAT WOULD BE AN UNDUE BURDEN UPON THE CITY. THE CITY'S RESPONSE SHALL BE IN WRITING.

SECTION 4. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-6 (Site plan and design review.), Subsection (d) (Notification.) is hereby deleted in its entirety and reserved for future use.

~~(d) Notification. The applicant shall include with the application the names and addresses in electronic format for all property owners within one thousand (1,000) feet of the property. The planning division shall be responsible for mailing notice of the site plan and design review within five (5) business days of the receipt of the application using postcards to each owner of property situated wholly or partly within one thousand (1,000) feet of the property to which the site plan relates. This does not apply to limited design review. RESERVED.~~

SECTION 5. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-7 (Administrative relief.) is hereby amended to read as follows:

28-7 Administrative relief.

The zoning administrator or authorized designee may authorize relief of up to ten (10) percent of any development standard. For projects located within a revitalization area, the zoning administrator or authorized designee may authorize relief up to thirty (30) percent of any development standard and may also waive specific non-quantitative development requirements. Notwithstanding the foregoing, the zoning administrator or designee shall not grant relief for any increase or reduction in allowable numbers of stories in a building, any increase or reduction in permitted uses, ANY INCREASE OR REDUCTION IN PERMITTED DENSITY, reduction in parking stall size requirements, or required parking. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Planning Division records:

...

~~(b) Notice, by first class mail, postmarked at least five (5) days prior to the determination, was given to adjacent property owners determined by the zoning administrator or authorized designee as potentially affected by the request. RESERVED.~~

...

SECTION 6. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-13 (Public notification.), Subsection (d) (Proof of adequate school facilities.) is hereby amended to read as follows:

(d) Proof of adequate school facilities.

- (1) The applicant shall notify all applicable public school districts within four (4) business days of the submittal of a general plan amendment, ~~preliminary plat, final plat, rezoning, or site plan/design review request~~ AND FOR DEVELOPMENT PLANS IN THE BLVDD ZONING DISTRICT involving a residential ~~component~~ USE.
- (2) The applicant shall provide the planning division with certificates of adequate school facilities from both the elementary school district and high school district whose catchment areas include the property subject to the GENERAL PLAN AMENDMENT OR rezoning ~~request~~, AND FOR DEVELOPMENT PLANS IN THE BLVDD ZONING DISTRICT prior to scheduling of any public hearings.

SECTION 7. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-15 (Definitions.), is hereby amended to read as follows:

28-15 Definitions

...

“Adult day care CENTER:” A facility providing care ~~for the elderly and/or functionally impaired adults in a protective setting for a portion of a twenty-four hour day in a place other than the adults’ own home.~~ eleven (11) or more adult persons for less than twenty-four (24) hours per day and for compensation. ~~No overnight sleeping facilities are provided.~~ An adult day care center shall be licensed by the State of Arizona.

“ADULT DAY CARE HOME:” A RESIDENTIAL HOME PROVIDED CARE FOR UP TO TEN (10) ADULT INDIVIDUALS FOR LESS THAN TWENTY-FOUR (24) HOURS PER DAY AND FOR COMPENSATION. AN ADULT DAY CARE HOME SHALL BE LICENSED BY THE STATE OF ARIZONA, IF REQUIRED BY THE APPROPRIATE STATE AGENCY.

...

“Assisted living facility:” ~~A facility served by a common kitchen that provides living quarters and assistance to residents for daily living activities such as bathing, dressing, taking medications and transportation, and~~ A FACILITY, LICENSED BY THE STATE OF ARIZONA TO PROVIDE SUPERVISED CARE FOR MORE THAN TEN (10) ADULTS WHO ARE LIVING TOGETHER BY REASON OF AGE, DISABILITY, ILLNESS, INFIRMITY OR COMPANIONSHIP AND FOR WHOM MEALS, RECREATION OR OTHER DIVERSION, AND GENERAL HEALTH CARE IS PROVIDED. May include nursing homes, hospice facilities, and other similar uses.

“AUTO BODY AND REPAIR, FULL SERVICE:” A FACILITY DESIGNED TO PROVIDE COMPLETE SERVICING AND REPAIR OF VEHICLES, INCLUDING BODY WORK, ENGINE REPAIR, UPHOLSTERY, PAINTING FACILITIES, TRANSMISSION OVERALLS, FRAMEWORK, WELDING, OR OTHER MAJOR REPAIR OR RECONDITIONING.

...

“CALL CENTER:” A FACILITY FOR HANDLING TELEPHONE CALLS FROM THE PUBLIC, AS TO A LARGE CORPORATION OR INSTITUTION, WITH STAFFERS WHO, VARIOUSLY, ANSWER INQUIRIES, PROCESS ORDERS, PROVIDE CUSTOMER SERVICE OR TECHNICAL SUPPORT, ETC.

...

“COMMUNITY RESIDENCE HOME:” EXCEPT AS REQUIRED BY STATE LAW, A COMMUNITY RESIDENCE HOME IS A RESIDENTIAL LIVING ARRANGEMENT FOR UP TO SIX (6) UNRELATED INDIVIDUALS WITH DISABILITIES LIVING AS A SINGLE FUNCTIONAL FAMILY IN A SINGLE DWELLING UNIT WHO ARE IN NEED OF THE MUTUAL SUPPORT FURNISHED BY OTHER RESIDENTS OF THE COMMUNITY RESIDENCE HOME AS WELL AS THE SERVICES, IF ANY, PROVIDED BY THE STAFF OF THE COMMUNITY RESIDENCE HOME. RESIDENTS MAY BE SELF-GOVERNING OR SUPERVISED BY A SPONSORING ENTITY OR ITS STAFF, WHICH PROVIDES ON-SITE CARE, TRAINING, OR SUPPORT, OR HABILITATIVE OR REHABILITATIVE SERVICES, RELATED TO THE RESIDENTS’ DISABILITIES. A COMMUNITY RESIDENCE HOME SEEKS TO EMULATE A BIOLOGICAL FAMILY TO NORMALIZE ITS RESIDENTS AND INTEGRATE THEM INTO THE SURROUNDING COMMUNITY. ITS PRIMARY PURPOSE IS TO PROVIDE SHELTER IN A FAMILY-LIKE ENVIRONMENT; TREATMENT IS INCIDENTAL AS IN ANY HOME. SUPPORTIVE INTER-RELATIONSHIPS BETWEEN RESIDENTS ARE AN ESSENTIAL COMPONENT. A COMMUNITY RESIDENCE HOME SHALL BE CONSIDERED A RESIDENTIAL USE OF PROPERTY FOR PURPOSES OF THIS ZONING ORDINANCE. THE TERM DOES NOT INCLUDE ANY OTHER GROUP LIVING ARRANGEMENT FOR UNRELATED INDIVIDUALS WHO ARE NOT DISABLED NOR CORRECTIONAL TRANSITIONAL FACILITIES, RESIDENTIAL FACILITIES FOR SEX OFFENDERS OR SOBER LIVING HOMES. A COMMUNITY RESIDENCE HOME SHALL BE LICENSED BY THE STATE OF ARIZONA IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 36, CHAPTER 5.1.

"COMMUNITY RESIDENTIAL SETTING:"

(A) MEANS A RESIDENTIAL FACILITY THAT IS LICENSED TO SERVE MORE THAN FOUR MINORS AT ANY ONE TIME, THAT IS LICENSED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES PURSUANT TO CHAPTER 4 OF THIS TITLE OR SECTION 36-591, SUBSECTION A OR BY THE DEPARTMENT OF CHILD SAFETY PURSUANT TO TITLE 8, CHAPTER 4, ARTICLE 4 AND THAT PROVIDES SERVICES PURSUANT TO A CONTRACT FOR MINORS DETERMINED TO BE DEPENDENT AS DEFINED IN ARIZONA REVISED STATUTES SECTION 8-201 OR DELINQUENT OR INCORRIGIBLE PURSUANT TO SECTION 8-341, OR FOR MINORS WITH DEVELOPMENTAL DISABILITIES, MENTAL HEALTH OR SUBSTANCE ABUSE NEEDS.

(B) DOES NOT INCLUDE HOSPITALS, NURSING HOMES, CHILD CRISIS AND DOMESTIC VIOLENCE SHELTERS, ADULT HOMES, FOSTER HOMES, GROUP HOMES, GROUP FOSTER HOMES, COMMUNITY RESIDENTIAL HOMES AS DEFINED IN THIS ORDINANCE; FACILITIES SUBJECT TO ANY TRANSIENT OCCUPANCY TAX OR BEHAVIORAL HEALTH SERVICE AGENCIES THAT PROVIDE TWENTY-FOUR HOUR OR CONTINUOUS PHYSICIAN AVAILABILITY.

...

“DATA CENTER:” A FACILITY USED PRIMARILY FOR THE STORAGE, MANAGEMENT, PROCESSING, AND TRANSMISSION OF DIGITAL DATA, WHICH HOUSES COMPUTER AND/OR NETWORK EQUIPMENT, SYSTEMS, SERVERS, APPLIANCES, AND OTHER ASSOCIATED COMPONENTS RELATED TO DIGITAL DATA OPERATIONS. SUCH FACILITY MAY ALSO INCLUDE AIR HANDLERS, POWER GENERATORS, WATER COOLING AND STORAGE FACILITIES, UTILITY SUBSTATIONS, AND OTHER ASSOCIATED UTILITY INFRASTRUCTURE TO SUPPORT SUSTAINED OPERATIONS AT A DATA CENTER.

...

“Department:” The City of Avondale Development and Engineering Services Department.

...

~~“Disability:” The term “disability” means, with respect to an individual: (A) a physical or mental impairment that substantially limits one (1) or more major life activities of such individual; (B) a record of such an impairment or (C) being regarded as having such an impairment. For purposes of this definition, a qualified individual with a disability shall not include an individual who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use, except as provided in 42 U.S.C. § 12210. The term “illegal use of drugs” means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act, 21 U.S.C. § 812. Such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law. The term, disability, shall be interpreted in a manner consistent with the definition of disability in the Americans with Disabilities Amendment Act of 2008. (1) A PHYSICAL OR MENTAL IMPAIRMENT THAT SUBSTANTIALLY LIMITS ONE OR MORE MAJOR LIFE ACTIVITIES; (2) A RECORD OF HAVING SUCH AN IMPAIRMENT; OR (3) BEING REGARDED AS HAVING SUCH AN IMPAIRMENT. HOWEVER, A PERSON WITH A DISABILITY SHALL NOT INCLUDE: (1) ANY PERSON CURRENTLY ENGAGING IN THE ILLEGAL USE OF CONTROLLED SUBSTANCES [AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCES ACT (21 UNITED STATES CODE 802), WITH THE EXCEPTION OF THE USE OF RECREATIONAL OR MEDICAL MARIJUANA AS PERMITTED PURSUANT TO TITLE 36, ARIZONA REVISED STATUTES]; OR (2) ANY PERSON WHO WOULD CONSTITUTE A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHER INDIVIDUALS OR WOULD RESULT IN SUBSTANTIAL PHYSICAL DAMAGE TO THE PROPERTY OF OTHERS THAT CANNOT BE ELIMINATED OR REDUCED BY REASONABLE ACCOMMODATION. DISABILITY AND DIRECT THREAT WILL BE INTERPRETED CONSISTENT WITH THE AMERICANS WITH DISABILITIES ACT (42 UNITED STATES CODE 12101, ET SEQ.), AS AMENDED, AND THE FEDERAL FAIR HOUSING ACT (42 UNITED STATES CODE 3601 – 3619).~~

...

~~“Emergency medical care facility:” A facility providing medical care to human beings by licensed medical personnel on an outpatient basis. No sleeping facilities or provisions for overnight stays are provided. Commonly known as “urgent care centers”.~~

...

~~“Family:” One (1) or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or legal adoption, no such family contains more than six (6) non-transient unrelated persons, except where disability requires that more than six (6) unrelated persons reside together. This definition shall not include any society, club, coterie or organization that is not a recognized religious order nor does it include any group of individuals whose association is temporary or seasonal or similar to a resort, boarding house, hotel or whose association is for an anticipated limited duration or for a determinable period such as a school term.~~ MEANS ANY OF THE FOLLOWING: (1) AN INDIVIDUAL OR GROUP OF TWO OR MORE PERSONS OCCUPYING A DWELLING AND LIVING TOGETHER AS A SINGLE HOUSEKEEPING UNIT IN WHICH EACH RESIDENT HAS ACCESS TO ALL PARTS OF THE DWELLING AND WHERE THE ADULT RESIDENTS SHARE EXPENSES FOR FOOD OR RENT. (2) THE OCCUPANTS OF A RESIDENTIAL FACILITY SERVING SIX OR FEWER PERSONS. FOR PURPOSES OF THIS DEFINITION, “SIX OR FEWER PERSONS” DOES NOT INCLUDE PEOPLE EMPLOYED AS STAFF.

...

~~“Group home:” Housing occupied by unrelated persons who live in a dwelling because of a disability and may include staff persons, who may or may not be domiciled in the dwelling, who provide support services, including, but not limited to, domestic, medical, rehabilitation, or other similar services.~~ A RESIDENTIAL HOME OR BUILDING(S) FOR SIX (6) TO TEN (10) UNRELATED INDIVIDUALS PROVIDING LIVING FACILITIES AND SLEEPING ROOMS; AND WHICH ALSO PROVIDES LIMITED SERVICES, SUCH AS, BUT NOT LIMITED TO, MEALS, SERVICES TO PROMOTE EMOTIONAL SUPPORT, LIFE SKILLS DEVELOPMENT AND/OR EMPLOYMENT TRAINING. FOR PURPOSES OF THIS CODE, ANY RESIDENTIAL FACILITY THAT DOES NOT FALL WITHIN THE OTHER DEFINITIONS OF THIS CODE SHALL BE DEEMED TO BE A “GROUP HOME”; HOWEVER, THE TERM DOES NOT INCLUDE ANY OTHER GROUP LIVING ARRANGEMENT FOR UNRELATED INDIVIDUALS WHO ARE NOT DISABLED NOR CORRECTIONAL TRANSITIONAL FACILITIES, RESIDENTIAL FACILITIES FOR SEX OFFENDERS OR SOBER LIVING HOMES.

“GROUP FOSTER HOME:” A HOME MAINTAINED BY ANY INDIVIDUAL OR INDIVIDUALS HAVING THE CARE OR CONTROL OF SIX (6) TO TEN (10) MINOR CHILDREN WHO ARE NOT: (A) RELATED TO SUCH INDIVIDUALS OR TO EACH OTHER BY BLOOD, MARRIAGE, OR ADOPTION; OR (B) LEGAL WARDS OF SUCH INDIVIDUALS. A GROUP FOSTER HOME SHALL BE LICENSED BY THE STATE OF ARIZONA AND DOES NOT INCLUDE HOMES LICENSED AS A FAMILY FOSTER HOME THAT ARE OVER CAPACITY AND HAVE A GROUP FOSTER HOME CERTIFICATION.

...

“KITCHEN INCUBATOR:” AN EDUCATIONAL FACILITY OFFERING RESTAURANT BUSINESS TRAINING THAT OPERATES SIMILAR TO A RESTAURANT KITCHEN.

...

“REASONABLE ACCOMMODATION:” MEANS AN ADMINISTRATIVE ADJUSTMENT OF RULES, POLICIES, PRACTICES, OR SERVICES, WHEN SUCH ACCOMMODATIONS MAY BE NECESSARY TO AFFORD [THE DISABLED] EQUAL OPPORTUNITY TO USE AND ENJOY A DWELLING WITHOUT RESULTING IN AN UNDUE BURDEN UPON THE CITY.

...

“Setback:” The ~~shortest horizontal~~ MINIMUM distance between a building, structure, wall, property line, parking lot, sign or any combination thereof as defined by the type of setback in this ordinance.

“SETBACK, PARKING:” THE MINIMUM DISTANCE BETWEEN A PARKING LOT AND THE STREET SIDE PROPERTY LINE. PARKING IS NOT PERMITTED WITHIN THE REQUIRED SETBACK AREA AND THE PARKING LOT LINE IS DETERMINED BY THE EDGE OF THE PAVED SURFACE.

...

“SINGLE HOUSEKEEPING UNIT:” ONE PERSON OR TWO OR MORE INDIVIDUALS LIVING TOGETHER AND SHARING HOUSEHOLD RESPONSIBILITIES AND ACTIVITIES, WHICH MAY INCLUDE, SHARING EXPENSES, CHORES, EATING EVENING MEALS TOGETHER AND PARTICIPATING IN RECREATIONAL ACTIVITIES AND HAVING CLOSE SOCIAL, ECONOMIC AND PSYCHOLOGICAL COMMITMENTS TO EACH OTHER. SEE ALSO “FAMILY”.

...

“SOBER LIVING HOME” MEANS ANY PREMISES, PLACE OR BUILDING THAT PROVIDES ALCOHOL-FREE OR DRUG-FREE HOUSING AND THAT:

- (A) PROMOTES INDEPENDENT LIVING AND LIFE SKILLS DEVELOPMENT.
- (B) MAY PROVIDE ACTIVITIES THAT ARE DIRECTED PRIMARILY TOWARD RECOVERY FROM SUBSTANCE USE DISORDERS.
- (C) PROVIDES A SUPERVISED SETTING TO A GROUP OF UNRELATED INDIVIDUALS WHO ARE RECOVERING FROM SUBSTANCE USE DISORDERS.
- (D) DOES NOT PROVIDE ANY MEDICAL OR CLINICAL SERVICES OR MEDICATION ADMINISTRATION ON-SITE, EXCEPT FOR VERIFICATION OF ABSTINENCE.
- (E) IS LICENSED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES AS A SOBER LIVING HOME.

...

“Urgent care center:” A facility dedicated to the delivery of IMMEDIATE CARE OR EMERGENCY medical care outside of a hospital emergency department SERVICES, usually on an unscheduled, walk-in basis, WITH NO PROVISION FOR CONTINUING CARE ON AN INPATIENT BASIS. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room, with no accommodations for overnight stays.

SECTION 8. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-32 (Land use matrices.), is hereby amended to read as follows:

28-32 Land use matrices.

...

A. Single-family districts.

Land Use Matrix

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-10	R1-8	R1-7	R1-6	R1-5
ADULT DAY CARE IN THE HOME AS AN ACCESSORY TO THE PRIMARY RESIDENTIAL USE OF THE DWELLING	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
ADULT DAY CARE CENTER IN CONJUNCTION WITH A PLACE OF WORSHIP OR SCHOOL	C	C	C	C	C	C	C	C	C	C
Apiary	PC	PC	-	-	-	-	-	-	-	-
Bed and breakfast inn	-	C	-	C	-	-	-	-	-	-
Child care in the home for four (4) or fewer children not related as an accessory to the primary residential use of the dwelling.	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of a dwelling.	€	€	€	€	€	€	€	€	€	€
Child care center in conjunction with a place of worship or school	C	C	C	C	C	C	C	C	C	C
Community garden, one acre or less	P	P	P	P	P	P	P	P	P	P

COMMUNITY RESIDENTIAL HOME	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
COMMUNITY RESIDENTIAL SETTING	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Dairy farm	PC	-	-	-	-	-	-	-	-	-
Farm animals, the raising and keeping of	P	PC	PC	PC	-	-	-	-	-	-
Farming, including all types of agriculture and horticulture	P	P	-	-	-	-	-	-	-	-
Feed lot for cattle	PC	-	-	-	-	-	-	-	-	-
Greenhouse, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-	-	-
Group home	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
GROUP FOSTER HOME	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Guest house	PC	PC	PC	C	C	-	-	-	-	-
Home occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Kennel for boarding and breeding dogs and cats with dog runs	C	C	-	-	-	-	-	-	-	-
Nursery for plants, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-	-	-
Park and recreation areas, public	P	P	P	P	P	P	P	P	P	P
Place of worship	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Public utility facility required for local service	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Public utility facility with the exception of those allowed as a use permitted with conditions above	C	C	C	C	C	C	C	C	C	C
Ranch for horses, commercial and guest	P	C	-	-	-	-	-	-	-	-
Retailing farm products produced on the premises	P	P	-	-	-	-	-	-	-	-
School, private	-	C	C	C	C	C	C	C	C	C
School, public	P	P	P	P	P	P	P	P	P	P
Single-family detached dwelling	P	P	P	P	P	P	P	P	P	P
SOBER LIVING HOME	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC

Stable for horses, commercial	P	C	-	-	-	-	-	-	-	-
Wholesaling farm products produced on the premises	P	-	-	-	-	-	-	-	-	-

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

B. Multi-family districts and manufactured home park.

Land Use Matrix

LAND USE	R-2	R-3	R-4	MH
ADULT DAY CARE IN THE HOME AS AN ACCESSORY TO THE PRIMARY RESIDENTIAL USE OF THE DWELLING.	PC	PC	PC	-
ADULT DAY CARE CENTER IN CONJUNCTION WITH A PLACE OF WORSHIP OR SCHOOL.	C	C	C	C
Assisted living facility	C	C	C	-
Boarding house	C	C	C	-
Child care in the home for four (4) or fewer children not related to the residents, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	-
Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of a dwelling.	C	C	C	-
Child care center in conjunction with a place of worship	C	PC	PC	PC
Community garden, one acre or less	P	P	P	P
COMMUNITY RESIDENTIAL HOME	PC	PC	PC	PC
COMMUNITY RESIDENTIAL SETTING	PC	PC	PC	PC
Convalescent home	C	C	C	-
Group home	PC	PC	PC	PC
GROUP FOSTER HOME	PC	PC	PC	PC
Home occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC
Manufactured or mobile home	-	-	-	P
Multi-family dwelling	-	P	P	-
Nursing home	C	C	C	-
Park and recreation areas, public	P	P	P	-
Place of worship	C	C	C	C
Public utility facility required for local service	PC	PC	PC	-

Public utility facility with the exception of those allowed as a use permitted with conditions above	C	C	C	-
School, public	P	P	P	-
Single-family attached dwelling	P	P	P	PC
Single-family detached dwelling	P	P	-	PC
SOBER LIVING HOME	PC	PC	PC	PC

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

SECTION 9. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-33 (Uses permitted with conditions.), is hereby amended to read as follows:

28-33 Uses permitted with conditions.

...

- (A) ADULT DAY CARE IN THE HOME PROVIDING CARE FOR UP TO TEN (10) ADULT INDIVIDUALS NOT RELATED TO THE RESIDENTS MAY BE PERMITTED AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT:
 - (1) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
 - (2) SIGNS RELATED TO THE ADULT DAY CARE SHALL NOT BE ALLOWED.
 - (3) THE MINIMUM SEPARATION BETWEEN DAY CARE USES ON THE SAME STREET SHALL BE 300 FEET, AS MEASURED FROM THE CLOSEST PROPERTY LINES.
 - (4) ALL REQUIRED LICENSES, CERTIFICATIONS AND REGISTRATIONS SHALL BE OBTAINED FROM THE APPROPRIATE STATE AGENCY PRIOR TO ISSUANCE OF A BUSINESS LICENSE.
 - (5) ALL REQUIREMENTS OF THE APPLICABLE STATE AND/OR CITY OF AVONDALE BUILDING CODE, FIRE CODE AND ZONING ORDINANCE AS AMENDED SHALL BE COMPLIED WITH PRIOR TO ISSUANCE OF A BUSINESS LICENSE.
 - (6) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.

- (7) EXISTING GARAGES, CARPORTS OR DRIVEWAYS SHALL NOT BE EXPANDED, ENCLOSED, OR OTHERWISE MODIFIED TO ACCOMMODATE THIS ACCESSORY USE.
- (8) THE DAY CARE USE SHALL NOT GENERATE VEHICULAR OR TRUCK TRAFFIC IN GREATER VOLUME THAN THAT NORMALLY EXPECTED IN THE RESIDENTIAL DISTRICT IN WHICH THE DAY CARE USE IS LOCATED.
- (9) ALL OUTDOOR RECREATION AREAS SHALL BE COMPLETELY ENCLOSED BY A SIX (6) FOOT HIGH MASONRY WALL WITH SELF-CLOSING AND SELF-LOCKING GATES.
- (10) ALL SWIMMING POOLS SHALL BE SECURED BY A BARRIER IN CONFORMANCE WITH THE ARIZONA STATE STATUTES AND INTERNATIONAL BUILDING CODE (IBC), AS AMENDED.

(B~~a~~) Apiary is allowed in certain residential zoning districts provided that:

- (1) In the AG District, hives shall have a minimum separation of two hundred (200) feet from any adjacent residences.
- (2) In the RR-43 District, hives shall have a minimum separation of seventy-five (75) feet from any adjacent residence.

(C) CHILD CARE IN THE HOME PROVIDING CARE FOR UP TO TEN (10) CHILDREN NOT RELATED TO THE RESIDENTS MAY BE PERMITTED AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT:

- (1) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
- (2) SIGNS RELATED TO THE CHILD DAY CARE SHALL NOT BE ALLOWED.
- (3) THE MINIMUM SEPARATION BETWEEN DAY CARE USES ON THE SAME STREET SHALL BE 300 FEET, AS MEASURED FROM THE CLOSEST PROPERTY LINES.
- (4) ALL REQUIRED LICENSES, CERTIFICATIONS AND REGISTRATIONS SHALL BE OBTAINED FROM THE APPROPRIATE STATE AGENCY PRIOR TO ISSUANCE OF A BUSINESS LICENSE.
- (5) ALL REQUIREMENTS OF THE APPLICABLE STATE AND/OR CITY OF AVONDALE BUILDING CODE, FIRE CODE AND ZONING ORDINANCE AS AMENDED SHALL BE COMPLIED WITH PRIOR TO ISSUANCE OF A BUSINESS LICENSE.
- (6) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.

- (7) EXISTING GARAGES, CARPORTS OR DRIVEWAYS SHALL NOT BE EXPANDED, ENCLOSED, OR OTHERWISE MODIFIED TO ACCOMMODATE THIS ACCESSORY USE.
 - (8) THE DAY CARE USE SHALL NOT GENERATE VEHICULAR OR TRUCK TRAFFIC IN GREATER VOLUME THAN THAT NORMALLY EXPECTED IN THE RESIDENTIAL DISTRICT IN WHICH THE DAY CARE USE IS LOCATED.
 - (9) ALL OUTDOOR RECREATION AREAS SHALL BE COMPLETELY ENCLOSED BY A SIX (6) FOOT HIGH MASONRY WALL WITH SELF-CLOSING AND SELF-LOCKING GATES.
 - (10) ALL SWIMMING POOLS SHALL BE SECURED BY A BARRIER IN CONFORMANCE WITH THE ARIZONA STATE STATUTES AND INTERNATIONAL BUILDING CODE (IBC), AS AMENDED.
- (D) COMMUNITY RESIDENTIAL HOME PROVIDING CARE FOR UP TO SIX (6) UNRELATED INDIVIDUALS MAY BE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT:
- (1) PRIOR TO OPERATION, A COMPLETED REGISTRATION FOR A COMMUNITY RESIDENTIAL HOME MUST BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT. THE REGISTRATION SHALL BE DEEMED CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER THE ARIZONA RECORDS LAW. A REGISTRATION SHALL TERMINATE WHEN THE USE CEASES.
- (E) COMMUNITY RESIDENTIAL SETTING PROVIDING CARE FOR UP TO TEN (10) CHILDREN MAY BE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT:
- (1) PRIOR TO OPERATION, A COMPLETED REGISTRATION FOR A COMMUNITY RESIDENTIAL SETTING MUST BE SUBMITTED, REVIEWED, AND APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR OR THEIR DESIGNEE. NO REGISTRATION SHALL BE ACCEPTED FOR A COMMUNITY RESIDENTIAL SETTING THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THE ZONING ORDINANCE. A REGISTRATION SHALL TERMINATE WHEN THE USE CEASES.
 - (2) A MINIMUM SEPARATION DISTANCE OF 600 FEET IS REQUIRED FROM ANOTHER COMMUNITY RESIDENTIAL SETTING, GROUP HOME, GROUP FOSTER HOME, AND SOBER LIVING HOME.
 - (3) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
 - (4) SIGNS RELATED TO THE USE SHALL NOT BE ALLOWED.

- (5) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.
 - (6) DELIVERIES OR ROUTINE STOPS (EXCLUSIVE OF VISITORS) SPECIFIC TO A COMMUNITY RESIDENTIAL SETTING SHALL BE RESTRICTED TO DAYLIGHT HOURS ONLY.
 - (7) EXCLUSIVE USE. ALL ADMINISTRATIVE ACTIVITIES INCLUDING STAFFING, COUNSELING AND OTHER VISITATIONS SHALL SERVE ONLY THE RESIDENTS OF THE COMMUNITY RESIDENTIAL SETTING.
 - (8) THE OPERATION SHALL COMPLY WITH APPLICABLE LICENSING REQUIREMENTS. IF ARIZONA LAW REQUIRES A STATE LICENSE, A COPY OF THAT LICENSE AND ALL RENEWALS THERETO SHALL BE PROVIDED TO THE CITY FOR RECORD-KEEPING PURPOSES WITHIN 10 DAYS OF RECEIPT BY THE OPERATOR.
 - (9) THE DEVELOPMENT SERVICES DIRECTOR, OR THEIR DESIGNEE, SHALL HAVE THE RIGHT TO REVIEW, PROVIDE CORRECTIVE ACTION AND IF NECESSARY, REVOKE ANY APPROVAL OF A COMMUNITY RESIDENTIAL SETTING IF IT IS FOUND TO BE ENDANGERING THE PUBLIC HEALTH, WELFARE, OR SAFETY OF THE SURROUNDING COMMUNITY.
 - (10) THE COMMUNITY RESIDENTIAL SETTING SHALL MEET ALL REQUIREMENTS OF THE APPLICABLE STATE OF ARIZONA OR CITY OF AVONDALE BUILDING AND FIRE CODES TO BE DETERMINED BY THE CHIEF BUILDING OFFICIAL AND THE FIRE CHIEF, OR THEIR DESIGNEES.
- (Fb) Dairy farm is allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.
- (Ge) Farm animals. Raising and keeping farm animals is allowed in certain residential Zoning Districts, subject to the following:
- (1) In the RR-43 District:
 - (A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
 - (B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
 - (C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.
 - (D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.

- (E) Structures for fowl shall not be located closer than seventy-five (75) feet to any neighboring residence.
- (2) In the RR-18 District:
 - (A) All farm animals shall be contained on the property by an effective enclosure and shall not be allowed to run at large.
 - (B) The property shall be maintained so that it does not create or contribute to a health nuisance caused by the presence of flies, mosquitoes or other vermin; objectionable odors or dust; ponded water or water runoff; the accumulation of manure, garbage, refuse or other obnoxious or putrescible material; or similar conditions.
- (3) In the R1-35 District:
 - (A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
 - (B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
 - (C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.
 - (D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.
- (Hd) Feed lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.
- (I) GROUP HOMES PROVIDING CARE FOR UP TO TEN (10) UNRELATED INDIVIDUALS MAY BE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICT PROVIDED THAT:
 - (1) PRIOR TO OPERATION, A COMPLETED REGISTRATION FOR A GROUP HOME MUST BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT. THE REGISTRATION SHALL BE DEEMED CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER THE ARIZONA RECORDS LAW. A REGISTRATION SHALL TERMINATE WHEN THE USE CEASES.
 - (2) A MINIMUM SEPARATION DISTANCE OF 600 FEET IS REQUIRED FROM ANOTHER GROUP HOME, COMMUNITY RESIDENTIAL SETTING, GROUP FOSTER HOME, AND SOBER LIVING HOME.
 - (3) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
 - (4) SIGNS RELATED TO THE USE SHALL NOT BE ALLOWED.
 - (5) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.

- (6) DELIVERIES OR ROUTINE STOPS (EXCLUSIVE OF VISITORS) SPECIFIC TO A GROUP HOME SHALL BE RESTRICTED TO DAYLIGHT HOURS ONLY.
 - (7) EXCLUSIVE USE. ALL ADMINISTRATIVE ACTIVITIES INCLUDING STAFFING, COUNSELING AND OTHER VISITATIONS SHALL SERVE ONLY THE RESIDENTS OF THE GROUP HOME.
 - (8) THE OPERATION SHALL COMPLY WITH APPLICABLE LICENSING REQUIREMENTS. IF ARIZONA LAW REQUIRES A STATE LICENSE, A COPY OF THAT LICENSE AND ALL RENEWALS THERETO SHALL BE PROVIDED TO THE CITY FOR RECORD-KEEPING PURPOSES WITHIN 10 DAYS OF RECEIPT BY THE OPERATOR.
 - (9) NO GROUP HOME SHALL HOUSE ANY PERSON WHOSE TENANCY WOULD CONSTITUTE A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHER INDIVIDUALS OR TO SUBSTANTIAL PHYSICAL DAMAGE TO THE PROPERTY OF OTHERS.
 - (10) THE DEVELOPMENT SERVICES DIRECTOR, OR THEIR DESIGNEE, SHALL HAVE THE RIGHT TO REVIEW, PROVIDE CORRECTIVE ACTION AND IF NECESSARY, REVOKE ANY APPROVAL OF A GROUP HOME IF IT IS FOUND TO BE ENDANGERING THE PUBLIC HEALTH, WELFARE, OR SAFETY OF THE SURROUNDING COMMUNITY.
 - (11) THE GROUP HOME SHALL MEET ALL REQUIREMENTS OF THE APPLICABLE STATE OF ARIZONA OR CITY OF AVONDALE BUILDING AND FIRE CODES TO BE DETERMINED BY THE CHIEF BUILDING OFFICIAL AND THE FIRE CHIEF, OR THEIR DESIGNEES.
- (J) GROUP FOSTER HOMES FOR SIX (6) TO TEN (10) CHILDREN MAY BE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICT PROVIDED THAT:
- (1) PRIOR TO OPERATION, A COMPLETED REGISTRATION FOR A GROUP FOSTER HOME MUST BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT. THE REGISTRATION SHALL BE DEEMED CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER THE ARIZONA RECORDS LAW. A REGISTRATION SHALL TERMINATE WHEN THE USE CEASES.
 - (2) A MINIMUM SEPARATION DISTANCE OF 600 FEET IS REQUIRED FROM ANOTHER GROUP FOSTER HOME, COMMUNITY RESIDENTIAL SETTING, GROUP HOME, AND SOBER LIVING HOME.

- (3) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
 - (4) SIGNS RELATED TO THE USE SHALL NOT BE ALLOWED.
 - (5) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.
 - (6) DELIVERIES OR ROUTINE STOPS (EXCLUSIVE OF VISITORS) SPECIFIC TO A GROUP FOSTER HOME SHALL BE RESTRICTED TO DAYLIGHT HOURS ONLY.
 - (7) EXCLUSIVE USE. ALL ADMINISTRATIVE ACTIVITIES INCLUDING STAFFING, COUNSELING AND OTHER VISITATIONS SHALL SERVE ONLY THE RESIDENTS OF THE GROUP FOSTER HOME.
 - (8) THE OPERATION SHALL COMPLY WITH APPLICABLE LICENSING REQUIREMENTS. IF ARIZONA LAW REQUIRES A STATE LICENSE, A COPY OF THAT LICENSE AND ALL RENEWALS THERETO SHALL BE PROVIDED TO THE CITY FOR RECORD-KEEPING PURPOSES WITHIN 10 DAYS OF RECEIPT BY THE OPERATOR.
 - (9) THE DEVELOPMENT SERVICES DIRECTOR, OR THEIR DESIGNEE, SHALL HAVE THE RIGHT TO REVIEW, PROVIDE CORRECTIVE ACTION AND IF NECESSARY, REVOKE ANY APPROVAL OF A GROUP FOSTER HOME IF IT IS FOUND TO BE ENDANGERING THE PUBLIC HEALTH, WELFARE, OR SAFETY OF THE SURROUNDING COMMUNITY.
 - (10) THE GROUP FOSTER HOME SHALL MEET ALL REQUIREMENTS OF THE APPLICABLE STATE OF ARIZONA OR CITY OF AVONDALE BUILDING AND FIRE CODES TO BE DETERMINED BY THE CHIEF BUILDING OFFICIAL AND THE FIRE CHIEF, OR THEIR DESIGNEES.
- (K) Guest house is allowed in certain residential zoning districts provided that:
- (1) A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.
 - (2) A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.
 - (3) The materials, colors and architectural style of the guest house shall be similar to the principal residence.
 - (4) The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.
 - (5) A detached guest house shall meet the location, height and setback requirements in article 7 of this zoning ordinance.
 - (6) The department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction plans. The separate design review process outlined in article 1 of this zoning ordinance is not required for guest houses.

(Lf) Home occupations are allowed in certain residential zoning districts, provided that in addition to all of the use limitations applicable in the zoning district in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:

- (1) The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
- (2) There shall be no signs, no exterior display, no exterior storage of materials, and no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
- (3) No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
- (4) No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
- (5) Any need for parking generated by the home occupation shall be off-street. One (1) off-street parking space is permitted for the home occupation.
- (6) No pick-up or delivery by business-related vehicles which exceed twenty thousand (20,000) pounds gross vehicle (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
- (7) Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten thousand (10,000) pounds used for the home occupation may be parked or stored at the property.
- (8) Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than two hundred (200) square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day.

Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services and like services.

- (9) Employees who do not reside in the home are prohibited.
- (10) Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.
- (11) The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.

- (Mg) Places of worship shall be located on an arterial street or at the intersection of two (2) collector streets.
- (Nh) Public utility facility required for local service is allowed in certain residential zoning districts provided that:
- (1) It is required for local service.
 - (2) There are no offices, maintenance facilities, outdoor storage or part-time employees related to the site.
- (Oi) Single-family detached or attached dwellings are allowed in the Manufactured Home (MH) District subject to the development standards outlined in section 28-37(c).
- (P) SOBER LIVING HOME PROVIDING CARE TO UP TO TEN (10) UNRELATED INDIVIDUALS MAY BE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT:
- (1) PRIOR TO OPERATION, A COMPLETED REGISTRATION FOR A SOBER LIVING HOME MUST BE SUBMITTED, REVIEWED, AND APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR OR THEIR DESIGNEE AND THE OPERATOR MUST OBTAIN A VALID AVONDALE BUSINESS LICENSE. NO REGISTRATION SHALL BE ACCEPTED FOR A SOBER LIVING HOME THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THE ZONING ORDINANCE. A REGISTRATION SHALL TERMINATE WHEN THE USE CEASES.
 - (2) A MINIMUM SEPARATION DISTANCE OF 600 FEET IS REQUIRED FROM ANOTHER SOBER LIVING HOME, COMMUNITY RESIDENTIAL SETTING, GROUP HOME, AND GROUP FOSTER HOME.
 - (3) THE RESIDENTIAL CHARACTER OF THE EXTERIOR OF THE STRUCTURE SHALL BE MAINTAINED.
 - (4) SIGNS RELATED TO THE USE SHALL NOT BE ALLOWED.
 - (5) VEHICLES BELONGING TO EMPLOYEES AND RESIDENTS ARE REQUIRED TO PARK ONSITE, IN THE GARAGE OR ON AN APPROVED DRIVEWAY.
 - (6) DELIVERIES OR ROUTINE STOPS (EXCLUSIVE OF VISITORS) SPECIFIC TO A SOBER LIVING HOME SHALL BE RESTRICTED TO DAYLIGHT HOURS ONLY.
 - (7) EXCLUSIVE USE. ALL ADMINISTRATIVE ACTIVITIES INCLUDING STAFFING, COUNSELING AND OTHER VISITATIONS SHALL SERVE ONLY THE RESIDENTS OF THE SOBER LIVING HOME.
 - (8) THE OPERATION SHALL COMPLY WITH APPLICABLE LICENSING REQUIREMENTS. IF ARIZONA LAW REQUIRES A STATE LICENSE, A COPY OF THAT LICENSE AND ALL

RENEWALS THERETO SHALL BE PROVIDED TO THE CITY FOR RECORD-KEEPING PURPOSES WITHIN 10 DAYS OF RECEIPT BY THE OPERATOR.

- (9) NO SOBER LIVING HOME SHALL HOUSE ANY PERSON WHOSE TENANCY WOULD CONSTITUTE A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHER INDIVIDUALS OR TO SUBSTANTIAL PHYSICAL DAMAGE TO THE PROPERTY OF OTHERS.
- (10) THE DEVELOPMENT SERVICES DIRECTOR, OR THEIR DESIGNEE, SHALL HAVE THE RIGHT TO REVIEW, PROVIDE CORRECTIVE ACTION AND IF NECESSARY, REVOKE THE APPROVAL OF A SOBER LIVING HOME IF IT IS FOUND TO BE ENDANGERING THE PUBLIC HEALTH, WELFARE, OR SAFETY OF THE SURROUNDING COMMUNITY.
- (11) THE SOBER LIVING HOME SHALL MEET ALL REQUIREMENTS OF THE APPLICABLE STATE OF ARIZONA OR CITY OF AVONDALE BUILDING AND FIRE CODES TO BE DETERMINED BY THE CHIEF BUILDING OFFICIAL AND THE FIRE CHIEF, OR THEIR DESIGNEES.

SECTION 10. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-34 (Uses permitted with a conditional use permit.), is hereby amended to read as follows:

28-34 Uses permitted with a conditional use permit.

...

- (A) ADULT DAY CARE CENTER IN CONJUNCTION WITH A PLACE OF WORSHIP PROVIDING CARE FOR 11 OR MORE ADULT INDIVIDUALS MAY BE PERMITTED AS A CONDITIONAL USE IN CERTAIN RESIDENTIAL ZONING DISTRICTS PROVIDED THAT SUCH ACTIVITIES ARE ON THE SAME LOT AND SHARE JOINT USE OF WORSHIP FACILITIES. INDEPENDENT FREE-STANDING SIGNS AND WALL IDENTIFICATION SIGNS FOR THE ADULT DAY CARE CENTER ARE NOT ALLOWED.
- (Ba) Assisted living facility may be permitted in certain residential zoning districts as a conditional use.
- (Cb) Bed and breakfast inn may be permitted as a conditional use in certain residential zoning districts provided that:
 - (1) The bed and breakfast inn shall be owner-occupied. The guest rooms shall be part of the primary residence.

- (2) No more than four (4) rooms with a maximum of three (3) guests per room shall be allowed for the bed and breakfast inn.
- (3) The conditional use permit is non-transferable and shall be subject to review and may be revoked if the use authorized therein has been exercised in violation of this section or the approval conditions.
- (4) Meals shall be served only to overnight guests and residents.
- (5) No alteration to the exterior or interior of the residential dwelling, accessory building or yard that alters the residential character of the premises shall be permissible.
- (6) Off-street parking shall be at a rate of one (1) space per room.
- (7) Except as provided by city code and/or other regulations, no storage of commercial vehicles shall be allowed.
- (8) The bed and breakfast inn shall not be used for the hosting of receptions, private parties, or similar events.
- (9) A fire escape plan shall be developed and graphically displayed in each guest room. Such plan shall be filed with and approved by the City of Avondale Fire Department.
- (10) The bed and breakfast inn shall comply with all other provisions of the zone in which it is located and with all other applicable ordinances, codes or regulations.

(De)Boarding house may be permitted in certain residential zoning districts as a conditional use.

~~(d) Child care in the home for five (5) to ten (10) children not related to the residents may be permitted as a conditional use in certain residential zoning districts provided that:~~

- ~~(1) The residential character of the exterior of the structure shall be maintained.~~
- ~~(2) Signs related to the home child care shall not be allowed.~~
- ~~(3) All required licenses, certifications and registrations shall be obtained from the appropriate state or county agency prior to issuance of a business license.~~
- ~~(4) All requirements of the City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.~~

- ~~(5) Existing garages, carports or driveways shall not be expanded, enclosed or otherwise modified to accommodate this accessory use.~~
- ~~(6) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.~~
- ~~(7) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.~~
- ~~(8) Notification of the conditional use permit application shall be made to the subject home owners' association management prior to the neighborhood meeting.~~

- (e) Child care center in conjunction with a place of worship PROVIDING CARE FOR 11 OR MORE CHILDREN may be permitted as a conditional use in certain residential zoning districts provided that such activities are on the same lot and share joint use of worship facilities. Independent free-standing signs and wall identification signs for the child care center are not allowed.

...

SECTION 11. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-36 (Design Standards.), Subsection (b) (Multi-family districts), Paragraph 5 (Parking) is hereby amended to read as follows:

28-36 Design Standards.

...

- (b) Multi-family districts.

...

- (5) Parking.

...

- (C) Garage parking shall be provided for a minimum of twenty-FIVE (205) percent of parking, excluding visitor parking, in apartment developments with one hundred (100) or more dwelling units. Single-Family attached, townhomes and condominiums shall provide a garage at a ratio of one (1) per dwelling unit, the same as a single-family detached dwelling unit.

SECTION 12. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 3 (Commercial Districts), Section 28-53 (Land use matrix.), is hereby amended to read as follows:

28-53 Land use matrix.

The following land use matrix shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific commercial zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail.

LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
...					
Education, Religious & Institutional Uses					
Adult day care CENTER	PC	PC	PC	PC	-
Assisted living facility	PC	PC	-	-	-
Child care center	-	C	C	C	C
College or university	-	-	-	-	PC
...					
Medical					
Emergency medical care facility	-	P	P	P	P
Funeral home	PC	-	-	P	P
Hospitals	-	-	-	P	P
Massage therapy (medical)	P	P	P	P	P
Medical, dental or health offices, clinics and laboratories, excluding plasma centers and medical marijuana uses	P	P	P	P	P
Plasma centers	-	-	-	C	-
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
URGENT CARE CENTER	-	P	P	P	P
Veterinary hospital, offices and clinics, excluding animal boarding	-	-	PC	PC	PC
...					

P = Permitted Use

C = Conditional Use Permit required

PC = Permitted with Conditions

A = Accessory Use

- = Not Permitted

SECTION 13. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 3 (Commercial Districts), Section 28-57 (Old Town Avondale Business District (OTAB).), is hereby amended to read as follows:

28-57 Old Town Avondale Business District (OTAB).

...

(d) OTAB land use matrix. The following land use matrix shows the uses that are:

- (P) Permitted outright
- (C) Permitted with a conditional use permit
- (PC) Permitted with conditions
- (A) Permitted as an accessory use
- (-) Prohibited

LAND USE	HERITAGE SUBDISTRICT	NEIGHBORHOOD SUBDISTRICT
...		
Educational, Institutional, and Office Uses		
...		
Dance studios	P	-
KITCHEN INCUBATOR	P	P
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses.	P	PC
...		

(e) OTAB uses permitted with conditions. The following land uses are listed in the OTAB land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan and/or tenant improvement plan review, additional conditions of approval deemed necessary to protect the health, safety, and public welfare may be added.

...

(11) Sidewalk cafés are allowed in the Heritage Subdistrict provided that:

...

- (B) A sidewalk café shall be allowed only where the sidewalk or porch is wide enough to adequately accommodate both pedestrian traffic in the area and the operation of the proposed café. FOR AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, there shall be a minimum of ~~forty-eight (48)~~ FIFTY-EIGHT (58) ~~inches~~ FEET clear distance free of all obstructions in order to allow adequate pedestrian movement.

...

- (14) Multi-family dwellings are allowed in the Neighborhood Subdistrict, ~~provided that new multi-family dwellings and additions to existing multi-family dwellings comply with the Historic Avondale Design and Development Guidelines.~~ For all development standards, accessory use standards and design standards (including landscaping and signage requirements) ~~not covered in the Historic Avondale Design and Development Guidelines,~~ multi-family dwellings shall comply with the requirements of either the R-3 or R-4 (Multi-Family Residential) Zoning District, whichever is determined to be more appropriate by the zoning administrator.

...

(h) OTAB performance standards.

- (1) Any exterior modification of a building, structure or site within the OTAB District shall be subject to the standards ~~set forth in the Historic Avondale Design and Development Guidelines and future amendments thereto, as well as the requirements contained~~ within this subsection 28-57(h).

...

- (6) Signage within OTAB shall be provided in accordance with article 9 of the zoning ordinance ~~and the Historic Avondale Design and Development Guidelines.~~
- (7) Except where specified otherwise within this section 28-57, parking shall be provided in accordance with article 8 of the zoning ordinance ~~and the Historic Avondale Design and Development Guidelines.~~ Joint-use parking shall be permitted in accordance with the procedures outlined in that section.
- (8) Landscaping and walls shall be required in accordance with the provisions of article 12 of the zoning ordinance, landscaping, walls, and fences regulations, ~~and the Historic Avondale Design and Development Guidelines,~~ except as follows:

...

SECTION 14. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 4 (Employment Districts), Section 28-72 (Land use matrix.), is hereby amended to read as follows:

28-72 Land use matrix.

The following land use matrix shows the uses that are permitted outright (P), permitted subject to a conditional use permit (C), permitted with conditions provided herein (PC), as an accessory use to an otherwise permitted use (A) or prohibited (-) in specific employment zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail. Uses not listed as a permitted, permitted with

conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.

LAND USE	CP	A-1
...		
Health and exercise centers, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P	-
Hospital and urgent care facility	P	-
Hotel and conference center	P	-
...		
Veterinary hospital, clinic	P	-
URGENT CARE CENTER	P	-
Vehicle storage facility, excluding dead vehicle storage	-	P
...		

P= Permitted use

PC = Permitted use with conditions

C = Conditional use permit

A = Accessory use

- = Not permitted

SECTION 15. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District.), is hereby amended to read as follows:

28-91 The BLVD District.

...

- (e) Land uses. Land uses for each subdistrict shall comply with the land use matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.

G = Gateway District

PA = Park Avenue District

N = Neighborhood District

V = Village District

R = Residential District

P = Promenade District

P = Permitted

C = Conditional use

PC = Permitted with conditions

A = Accessory

FF = First floor w/residential above

- = Not allowed

LAND USE	THE BLVD SUBDISTRICTS					
	G	V	PA	R	N	P
...						
Drive-through uses, including restaurants and financial institutions	PC	PC	PC	-	-	PC
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	FF	-	-
Emergency medical care facility						
Employment agencies excluding day labor	P	P	P	-	-	P
Extended stay hotel	PC	PC	PC	-	-	-
...						
Tanning salon	P	P	P	FF	-	P
Theater, excluding movie theaters	P	P	P	-	-	P
Ticket and travel agency	P	P	P	FF	-	P
URGENT CARE CENTER	P	P	P	-	-	P
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	-	-	PC
Video arcade or game room	P	P	P	FF	-	P
Wine bar	P	P	P	FF	-	P

...

P = Permitted

C = Conditional use

PC = Permitted with conditions

FF = First floor only

A = Accessory

- = Not allowed

LAND USE	CITY CENTER SUBDISTRICTS
----------	--------------------------

	GE	EMU	PR	NC	RMU	TR
...						
Drive-through uses, including restaurants and financial institutions	P	PC	-	P	-	-
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	P	FF	-
Emergency medical care facility	P	P	P	P	FF	-
Employment agencies excluding day labor	P	P	P	P	FF	-
Extended stay hotel	PC	PC	PC	PC	-	-
...						
Theater, excluding movie theaters	P	P	P	P	-	-
Ticket and travel agency	P	P	P	P	FF	-
URGENT CARE CENTER	P	P	P	P	FF	-
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	PC	-	-
Video arcade or game room	P	P	P	P	FF	-
Wine bar	P	P	P	P	FF	-
Zoo	C	-	-	-	-	-

...

SECTION 16. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-92 (Major Sports and Entertainment District.), is hereby amended to read as follows:

28-92 Major Sports and Entertainment District.

...

(c) Permitted uses. The following uses shall be permitted in the MSSED District:

...

(16) Health and athletic clubs.

(17) Hospitals and urgent-care ~~facilities~~ CENTERS.

(18) ~~Emergency care clinics.~~ RESERVED.

...

SECTION 17. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-94 (Historical Avondale Infill Overlay.), is hereby amended to read as follows:

28-94 Historical Avondale Infill Overlay.

...

(c) Required development plan.

...

(3) Lots that are two (2) acres or less may PROPOSE ALTERNATIVES TO ~~request relief from the DEVELOPMENT standards set forth in the avondale zoning ordinance AS PART OF THE HAIIO REQUEST and the Historic Avondale Design and Development Guidelines, with the exception of the architectural section of the guidelines.~~

(4) ~~Lots over two (2) acres may request relief from the standards set forth in the Avondale Zoning Ordinance. The Historic Avondale Design and Development Guidelines shall be adhered to.~~

...

SECTION 18. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 7 (Supplementary Regulations), Section 28-139 (Design requirements for non-residential districts.), is hereby amended to read as follows:

28-139 Design requirements for non-residential districts.

...

(d) General building design.

...

(3) Mechanical equipment INCLUDING ROOF LADDERS, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.

...

SECTION 19. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 8 (Parking), Section 28-165 (Parking and access standards.), is hereby amended to read as follows:

28-165 Parking and access standards.

- (a) Parking space sizes.

...

- (5) Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions, EXCEPT AS PROVIDED BELOW:

- (A) Up to two (2) feet (twenty-four (24) inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a landscape area with a minimum depth of ten (10) feet.
- (B) Up to two (2) feet (twenty-four (24) inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a private sidewalk with a minimum width of six (6) feet.

...

SECTION 20. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 12 (Landscape, Walls and Fences), Section 28-295 (Landscape plans.), is hereby amended to read as follows:

28-295 Landscape plans.

- (a) General landscape plan requirements. Landscape plan submittals consisting of a preliminary landscape plan and; a final landscape plan ~~and a landscape maintenance schedule~~ shall be prepared, submitted and approved for all applicable development projects in accordance with the procedures and requirements set forth herein and as required under article 1 of this zoning ordinance. All plans shall be stamped and signed by a registered landscape architect licensed in the State of Arizona.

...

- (c) Final landscape plan. The final landscape plan shall be submitted concurrently with all other required site improvement and construction plans at the time of application for a building permit. Any alterations to the approved Preliminary Landscape plan must be approved by the zoning administrator or authorized designee prior to the final landscape plan submittal. The following information shall be added to the final landscape plans for review:

...

- ~~(7) A landscape maintenance manual including, at a minimum:~~

- ~~(A) A landscape maintenance narrative that describes the theme of the selected plant palette and the overall design intent (i.e. preserving the natural characteristics of each material).~~
 - ~~(B) The approved plant list including plant sizes, irrigation emitter gallonage per species and specific plant maintenance notes.~~
 - ~~(C) A monthly maintenance schedule describing seasonal maintenance requirements such as, but not limited to, fertilization, pest and weed control, pruning, and an irrigation schedule indicating the required adjustments to the watering schedule throughout the year, reflecting seasonal climatic changes.~~
 - ~~(D) Example photographs and clear directions for proper pruning techniques for each plant type. All pruning of plants shall conform to the current version of the American National Standard, ANSI A300 — Tree Care Operations — Tree, Shrub, and Other Woody Plant maintenance Standard Practices.~~
- (78) Any other pertinent information as requested by the zoning administrator or authorized designee as necessary to evaluate the final landscape plans.

...

SECTION 21. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 22. 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, August 21, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney