



City of Avondale
City Council Online Meeting
Monday, August 28, 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

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/81223423069>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 812 2342 3069)



City Council Online Meeting Notice & Agenda Monday, August 28, 2023

To join the meeting and view presentations, visit <https://avondaleaz.zoom.us/j/81223423069>

Using a Mobile Device? Download the Zoom Cloud Meeting App

To join the meeting with audio only (no presentations), call 301-715-8592 (meeting ID: 812 2342 3069)

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

Virtual Access to the meeting will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

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 17, 2023 City Council meeting minutes. The Council will take appropriate action.

b. APPOINTMENT TO BOARDS AND COMMISSIONS

City Council will consider a request to approve various appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions and as listed in the staff report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action

c. COUNCIL MEETING SCHEDULE FOR 2024

City Council will consider a request to approve the 2024 City Council Meeting Schedule. The Council will take the appropriate action.

d. BUDGET TRANSFER FOR DEPARTMENT OF LABOR AUDIT FINDINGS

City Council will consider a request to approve a budget transfer from Contingency to the General Fund and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. APPOINTMENT OF JUDGE PRO TEMPORE

City Council will consider a request to appoint one judge pro tempore to a two-year term expiring on August 31, 2025 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 1052-0823 - INTERGOVERNMENTAL WEST VALLEY SEX TRAFFICKING TASKFORCE AGREEMENT BETWEEN THE PARTNERING AGENCIES OF THE SOUTHWEST FAMILY ADVOCACY CENTER (SWFAC), WHICH INCLUDES THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR, AND THE MARICOPA COUNTY SHERIFF'S OFFICE

City Council will consider a request to adopt Resolution 1052-0823, authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the formal creation of the West Valley Sex Trafficking Taskforce and begin operations under the previously approved DEMA grant and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. FINAL PLAT - A RE-PLAT OF PARTS OF LOTS 54 AND 55 OF COMBS TRACT FOR MARVILA GOMEZ - APPLICATION PL-22-0276

City Council will consider a request by Mark Sidler of Lemme Associates AZ, on behalf of the property owner Marvila Gomez, to approve a Re-Plat at approximately 95 feet west of the southwest corner of Rose Lane and 2nd Street, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. 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: 8/28/2023

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 17, 2023 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the attached meeting minutes.

Contact person for document distribution: Chris Pierson

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

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:00 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development and Tourism Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; and Aric Stewart, Engineering Director.

Audience: One members of the public was present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

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

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the June 26, 2023 City Council meeting minutes.

b. F&S MANAGEMENT IV LLC – MINOR LAND DIVISION – APPLICATION PL-22-0348

City Council approved a request by John Reddell (on behalf of the property owner F & S Management IVLLC) for approval of a Minor Land Division and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Minor Land Division dedicates an eight (8) foot Public Utility Easement (PUE) along Indian School Road and reconfigures the lot sizes of three (3) parcels. The approximately 3.7-acre site is located at the southwest corner of Indian School Road and Dysart Road. The Council will take appropriate action.

4. ADJOURNMENT

There being no further business before the Council, Vice Mayor Pineda moved to adjourn the Regular Meeting; Council Member Malone seconded the motion.

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

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

Meeting adjourned at 6:03 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 17th 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

CITY COUNCIL REPORT

SUBJECT: Appointment to Boards and Commissions

MEETING DATE: 8/28/2023

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: 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 will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

City Council will consider a request to approve various appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions and as listed in the staff report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action

BACKGROUND:

The City Council Subcommittee on Boards, Commissions, and Committees (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on August 16, 2023 and made appointment recommendations. As required in the City Council Rules of Procedures, all candidates have been notified of the recommendations.

DISCUSSION:

The Subcommittee recommended the following:

BOARD OF ADJUSTMENT

- LaChrisha Dourisseau as a Regular Member with a partial term to expire on 12/31/2023

RISK MANAGEMENT AND WORKERS' COMPENSATION BOARDS

- Julia Arnette as a Regular Member for a partial term to expire on 12/31/2023

JUDICIAL ADVISORY BOARD

- Ashley Fitzwilliams as a Regular Member with a partial term to expire on 06/30/2024 (Active Member of the State Bar of Arizona)
- Danielle Brown as a Regular Member with a full term to expire on 06/30/2027

VOLUNTEER FIRE FIGHTER PENSION BOARD

- Shari Weise as a Regular Member for partial terms to expire on 12/31/2025
- Margarita Barron as a Regular Member for partial terms to expire on 12/31/2026

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Council Meeting Schedule for 2024

MEETING DATE: 8/28/2023

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: 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. Public meetings are just one outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the 2024 City Council Meeting Schedule. The Council will take the appropriate action.

BACKGROUND:

According to the Council Rules of Procedure, the City Council shall approve the upcoming year's meeting schedule prior to the end of each calendar year. According to the Avondale City Charter Article II §12, City Council shall conduct two meetings a month and if a change is needed, the City Clerk shall publish a seven-day notice of the change.

DISCUSSION:

The 2024 City Council meeting calendar provides for breaks in the spring and summer. Work Session meetings are not included on the schedule but may be added throughout the year on an as-needed basis. All scheduled City Council meetings will begin at 5:30 p.m.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending City Council approve the presented 2024 City Council Meeting Schedule.

Contact person for document distribution:

2024 COUNCIL CALENDAR
with holidays and conferences

Jan-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan 1 - New Year's Day
Jan 15 - MLK Jr. Day

Feb-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Feb 19 - Presidents' Day

Mar-24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Apr-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May-24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 27 - Memorial Day

Jun-24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jun 19 - Juneteenth

Jul-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 4 - Independence Day
July 8 - Virtual Mtg - Consent Items ONLY

Aug-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 19 - Virtual Mtg - Consent Items ONLY

Sep-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept 2 - Labor Day

Oct-24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Nov-24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov 11 - Veterans' Day
Nov 28 - Thanksgiving
Nov 29 - Day After Thanksgiving

Dec-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec 25 - Christmas Day

	Council Meeting	NOTE: ALL MEETINGS WILL CONVENE AT 5:30 P.M.
	Holidays	

CITY OF AVONDALE
2024 COUNCIL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN to the general public that the following is the schedule of City Council meetings for the 2024 calendar year. Agendas are available 24 hours in advance of each meeting in the Office of the City Clerk, at 11465 West Civic Center Drive, Avondale, Arizona, Monday through Thursday, between the hours of 7:00 a.m. to 6:00 p.m. or online at www.avondaleaz.gov/councilmeeting.

Note: All City Council meetings will begin at **5:30 p.m.** in the Council Chamber unless otherwise noted.

Month	2024 City Council Meeting Schedule Meeting Location: City Hall - Council Chamber 11465 West Civic Center Drive, Avondale, Arizona 85323
January	January 8, 2024
	January 22, 2024
February	February 5, 2024
	February 26, 2024
March	March 4, 2024
	March 25, 2024
April	April 8, 2024
	April 22, 2024
May	May 6, 2024
	May 20, 2024
June	June 3, 2024
	June 17, 2024
July	July 1, 2024
	July 8, 2024 <i>*Virtual Meeting</i>
August	August 19, 2024 <i>*Virtual Meeting</i>
	August 26, 2024
September	September 9, 2024
	September 23, 2024
October	October 7, 2024
	October 21, 2024
November	November 4, 2024
	November 18, 2024
December	December 2, 2024
	December 16, 2024

**Virtual Meeting – The noted City Council meeting will be hosted virtually with no public hearings. Please visit www.avondaleaz.gov/councilmeeting for instructions on joining the meeting.*

Council Members of the City of Avondale will attend either in person or by telephone conference call. Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Accommodations for Individuals with Disabilities. 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. **Alojamiento para Personas incapacitadas.** 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: Budget Transfer for Department of Labor Audit Findings

MEETING DATE: 8/28/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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.

Moving this expense to the General Fund will help the city continue to provide affordable Solid Waste services.

PURPOSE:

City Council will consider a request to approve a budget transfer from Contingency to the General Fund 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 Department of Labor recently conducted an audit of the city. The findings of that audit will require the city to pay up to \$100,000 in one-time compensation and employee-related expenses for time worked that was not previously compensated in the Solid Waste division.

DISCUSSION:

Expenses in the Solid Waste utility must be recovered through utility rates charged to Avondale residents. This expense was not anticipated in the most recent rates adopted by the City Council on June 5, 2023. In order to raise the additional resources to cover this expense, staff estimate rates would need to be increased by an additional \$0.05 to \$0.10 above the current recommendation.

The General Fund currently has fund balance available for one-time expenses. In order to maintain the fiscal health of the Solid Waste utility and reduce the burden on ratepayers, staff believes it is appropriate to use the existing fund balance in the General Fund to cover this one-time expense. The budget authority to cover moving these expenses to the General Fund does not currently exist and would need to be transferred from Contingency.

BUDGET IMPACT:

The proposed transfer from contingency would reduce one-time resources in the General Fund by \$100,000. One-time resources can be used for one-time expenses such as capital projects and one-time purchases. If the budget transfer is not approved, staff projects that Solid Waste rates would need to be increased an additional \$0.05 to \$0.10 above the current rate recommendation.

RECOMMENDATION:

Staff recommends that City Council authorize a budget transfer from the contingency appropriation to the General Fund in the amount of \$100,000.

Contact person for document distribution: Robert Baer and Renee Weatherless

CITY COUNCIL REPORT

SUBJECT: Appointment of Judge Pro Tempore

MEETING DATE: 8/28/2023

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator

THROUGH: Craig L. Jennings, Presiding Judge, (623) 333-5813

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.

This agenda item will help the court improve external customer service delivery through the use of pro tempore judges.

PURPOSE:

City Council will consider a request to appoint one judge pro tempore to a two-year term expiring on August 31, 2025 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code section 5-1(f) gives the City Council the authority to appoint judges pro tempore. During the May 1, 2023 meeting, the City Council reappointed four pro tempore judges to serve two-year terms to fill in during the absence of the City Judge. Their terms expire June 1, 2025.

The panel of qualified judges authorized to serve in Avondale must be expanded for the following reasons. First, good judges pro tempore are hard to find. When all sitting judges are summoned to judicial conferences and mandatory training, it is difficult to engage quality judges (before they are taken by other courts) to fill in for the absent City Judge.

DISCUSSION:

Judge Jennings is recommending the Council appoint Hon. Manuel Delgado as a judge pro tempore for a two-year term through August 31, 2025:

Judge Delgado has been a judicial officer for over eighteen years. He has worked in the criminal justice system for over twenty-five years. He recently retired from Glendale City Court and will be a welcome addition to our panel of judges pro tempore. We are fortunate that he will be joining us at the Avondale City Court.

The judge named above has been admitted to the practice of law for at least five years as required by Avondale City Code, section 5-1(f); has extensive judicial experience in the courts of limited jurisdiction and has completed the application process conducted with the help of the Avondale Human Resources Department.

The qualified judge is authorized to serve in Avondale and fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tempore judges also fill in during the City Judge's scheduled vacation, sick and holiday leave.

BUDGET IMPACT:

Judge pro tempores are compensated at an hourly rate of \$70.00 per hour. Funding is available for the pro tempore judges and is provided in the court's annual operating budget.

RECOMMENDATION:

It is recommended that the City Council appoint the one pro tempore judge listed above to two-year terms expiring on August 31, 2025 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Resolution 1052-0823 - Intergovernmental West Valley Sex Trafficking Taskforce Agreement between the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which includes the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office

MEETING DATE: 8/28/2023

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 1052-0823, authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the formal creation of the West Valley Sex Trafficking Taskforce and begin operations under the previously approved DEMA grant 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 2023, the partnering agencies of SWFAC, which include the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office formed the West Valley Sex Trafficking Taskforce to conduct undercover sex trafficking operations. This collaboration between the partnering agencies works to identify, locate and rescue potential child and adult sex trafficking victims and tackle sex buyers and predators.

DISCUSSION:

In January 2023, the City Council approved and passed Resolution 1006-0123. The Resolution provided the City of Avondale with the Anti-Trafficking Grant Fund through the Department of Emergency Military Affairs (DEMA) for \$499,925.99, enabling the creation of the West Valley Sex Trafficking Taskforce. This intergovernmental agreement formalizes the task force and provides guidelines for the multiagency operation, including staff, law enforcement support, reimbursement, equipment support, and partner cooperation.

BUDGET IMPACT:

Funding is provided by the Department of Emergency and Military Affairs (DEMA) under Resolution 1006-0123. Financial obligations are outlined in the IGA and include reimbursement for assigned taskforce detectives for overtime and out-of-state travel through the City of Avondale to the Cities of Buckeye, Goodyear and the Maricopa County Sheriff's Office (MCSO).

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which includes the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the formal creation of the West Valley Sex Trafficking Taskforce and begin operations under the previously approved DEMA grant 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. 1052-0823

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND MARICOPA COUNTY, ARIZONA FOR AND ON BEHALF OF THEIR RESPECTIVE POLICE DEPARTMENTS OR LAW ENFORCEMENT AGENCIES RELATING TO THE CREATION AND PARTICIPATION IN THE WEST VALLEY SEX TRAFFICKING TASK FORCE.

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

SECTION 1. The Intergovernmental Agreement amongst the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, Arizona relating to the creation and participation in the West Valley Sex Trafficking Task Force (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 28, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1052-0823

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION**

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA governmental entities listed may be referred to as a “Party” and may be referred to collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. §§ 11-951 et. seq. and A.R.S. § 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the Parties partnered together for the design, construction and operation of the Southwest Family Advocacy Center (“the Center”) to provide a multi-disciplinary team approach with regard to investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases; and

WHEREAS, on October 1, 2022, the City of Avondale, on behalf of the Center, was awarded grant funding from the Arizona Department of Emergency and Military Affairs (“DEMA”) for costs associated with programs, equipment and/or activities that reduce human trafficking; and

WHEREAS, the DEMA grant provided that the City of Avondale was authorized to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to investigate potential trafficking cases, create a trafficking task force, pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, it is the desire of the Parties and Agencies to create a sex trafficking task force to coordinate efforts to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

II. PURPOSE & CREATION

The purpose of this IGA is to define the cooperative effort between the Parties and Agencies charged with the investigation of criminal offenses concerning sex trafficking of adults and minors. Furthermore, this IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

This IGA creates the West Valley Sex Trafficking Task Force (“Task Force”) which is comprised of the Agencies of the above listed Parties.

III. MISSION

The mission of the Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending offenders. This will be achieved through collaborative efforts among the Agencies, proper training, acquisition of necessary equipment and on-going investigative operations.

IV. OBJECTIVES

Each Agency, individually and while coordinating efforts, will strive to achieve the following objectives:

- *To identify, locate, and assist trafficking victims.*
- *To provide resources and assistance to trafficking victims.*
- *To identify, locate, and apprehend sex buyers and potential predators.*
- *To suppress sex buying operations.*
- *To enforce local ordinances and state statutes.*
- *To assist other Agencies with the suppression of sex and human trafficking.*

V. RESPONSIBILITIES

The responsibilities of each individual Agency vary depending upon the specific investigation, operation or task. The following outlines general responsibilities of the Agencies:

- A. All Agencies will:
 1. Identify and investigate sex traffickers;
 2. Identify sex trafficking victims and make referrals for social services;
 3. Collaborate with other investigative Agencies to proactively identify sex and human trafficking cases;
 4. Provide training, educational materials, and technical assistance concerning sex trafficking to assigned personnel about, but not limited to, the following topics:
 - i. Sex trafficking victim’s mindset
 - ii. Applicable local ordinances and state statutes
 - iii. Best practices for trafficking operations
 - iv. Current sex trafficking trends

- v. Undercover tactics for sex trafficking investigations
 - vi. Tactical considerations for sex trafficking operations
 - vii. Legal requirements concerning sex trafficking investigative operations
 - viii. Correct verbiage, and online chatting associated with sex trafficking
- 5. Provide planned takedown and cover teams for assigned personnel when operating within the Agency's jurisdiction (when necessary and depending upon staffing availability)
- 6. In accordance with the respective Agency's policies, assigned Detectives and Sergeants will be expected to utilize body worn camera or other covert recording systems provided by the Agency or Task Force in order to record encounters, conversations, and interactions with subjects in order to protect the integrity and safety of all involved.
- B. Avondale Police Department will:
 - 1. Provide one assigned Sergeant to supervise the operations
 - 2. Provide one assigned Detective
 - 3. Initiate investigations regarding sex trafficking
 - 4. Provide coordination and support in raising awareness and capacity among Avondale Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations ("NGOs") through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 5. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 6. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Avondale to ensure a coordinated community response to human and sex trafficking.
- C. Goodyear Police Department will:
 - 1. Provide one assigned Detective
 - 2. Initiate investigations regarding human sex trafficking
 - 3. Provide coordination and support in raising awareness and capacity among Goodyear Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Goodyear, including the Crisis

Intervention Team with the Goodyear Fire Department, to ensure a coordinated community response to human and sex trafficking.

- D. Buckeye Police Department will:
 - 1. Provide one assigned Detective;
 - 2. Initiate investigations regarding human sex trafficking;
 - 3. Provide coordination and support in raising awareness and capacity among Buckeye Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Buckeye to ensure a coordinated community response to human and sex trafficking.
- E. Maricopa County Sheriff's Office will:
 - 1. Provide one assigned Detective;
 - 2. Initiate investigations regarding human trafficking;
 - 3. Provide coordination and support in raising awareness and capacity among law enforcement in the area of Maricopa County, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the area of Maricopa County to ensure a coordinated community response to human and sex trafficking.

VI. OPERATIONS

Each Agency will be primarily responsible for directing, monitoring, and carrying out the operations set forth below:

- A. Outreach Operation:
 - 1. Detectives will visit known forums, websites and geographical areas known for soliciting sex to identify offenders. Detectives will then set up a meeting at a pre-selected place and time. Once probable cause is established, the prostituted person will be detained by the arrest team that is staged nearby.
 - 2. Once the prostituted person is cleared of weapons or other harmful items, they will be introduced to service providers and advised they are not going to be

arrested for the offense. The prostituted persons will be given the option of accepting services or leaving the location.

3. This is a non-enforcement detail solely focused on the rescue of victims of child and adult sex trafficking.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

B. Customer apprehension program:

1. Detectives will post ads on multiple forums, websites known to be frequented by sex buyers and predators who operate in a geographical area where there are known sex buyers. Once probable cause is established investigators may disclose the hotel location or hotel room to the suspect (as needed) or take the suspect in custody on location if applicable. The exact locations of the operation will only be disclosed with permission of Agency command to avoid multiple suspects arriving at the same time. Assigned Detectives will assist with workups and identification of suspects prior to the suspects arrival, if applicable.
2. Surveillance/overwatch teams will be set up in the parking lot or in the area of the undercover Detective and provide intel to other assigned personnel.
3. Takedown teams will take suspect into custody when deemed safe to proceed and in an appropriate location.
4. This is an enforcement operation which will be focused on identifying and arresting sex buyers.
5. Sex buyers will be charged with applicable city and or state offenses during this operation.
6. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

C. Child predator operation:

1. Detectives will focus on arresting sexual predators who are looking to traffic and/or engage in sexual activity with underage persons. Ads will be posted on a variety of internet sites commonly used to facilitate child sex, sex trafficking and prostituted persons. The undercover officers and detectives posing as juveniles and/or traffickers will field calls/texts/emails from suspects and set a "date" after an agreement for sexual services is determined.
2. Once a suspect arrives at the meet location, and probable cause has been established, the suspect will be taken into custody by the arrest team(s).
3. This operation is focused on identifying, locating, and arresting child predators for applicable city and or state offenses.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

VII. COSTS AND ANY REIMBURSEMENT

- A. The Parties will be responsible for primary costs associated with implementing this IGA that are incurred by their respective Agencies.
- B. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this IGA.
- C. The City of Avondale has obtained a grant from DEMA. The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations. The grant provisions are set forth in Attachment A, incorporated herein.
- D. Each Agency shall provide supporting documentation to the City of Avondale for Agency reimbursements. Agency reimbursement documentation shall be sent to the City of Avondale to the following contacts:

Advocacy Director: Reem George
Southwest Family Advocacy Center Director
2333 N Pebble Creek Pkwy STE A-200
Goodyear, AZ 85395
Office: 623-333-7911
Email: rgeorge@avondaleaz.gov

Finance and Budget: Veronica Martinez
Account Analyst
City of Avondale
11465 West Civic Center Drive, Suite 250
Avondale, AZ 85323
Office: 623-333-2044
Email: vmartinez@avondaleaz.gov

- E. Pursuant to the DEMA grant agreement, reimbursement amounts for each task force member, includes the following amounts:
 - 1. Monthly overtime hours worked up to \$64,800 for the duration of the grant period
 - 2. Out of state travel for professional development up to \$1,600 a year for three years,
 - 3. Out of state travel for case follow-up, up to \$1,300 a year for three years.
- F. Any Agency request for reimbursement shall be submitted to the City of Avondale in accordance with the following schedule:

PERIOD OF PERFORMANCE	SUBMITTAL OF REIMBURSEMENT DOCUMENTATION DUE DATE
Qtr. 1: July 1 – September 30	Qtr. 1: October 15
Qtr. 2: Oct.1 – Dec.31	Qtr. 2: January 15
Qtr. 3: Jan.1 - March 31	Qtr. 3: April 15
Qtr. 4: April 1 - June 30	Qtr. 4: July 15

VIII. EQUIPMENT

Computers, phones, internet access and any other hardware will be provided by the City of Avondale and will be considered the property of the City of Avondale.

IX. EFFECTIVE DATE, DURATION AND CANCELLATION OF IGA

This IGA shall become effective upon date execution upon the last date it is signed by all Parties and shall remain in effect until December 31, 2025, unless otherwise terminated by the terms of this IGA or operation of law. Failure by one or more Parties to execute the IGA shall not invalidate the IGA as to those Parties who did so. Any Party may withdraw from this IGA with or without cause by giving thirty (30) calendar days written notice to the other Parties to the IGA.

X. SUPERVISION AND WORKER'S COMPENSATION

Pursuant to A.R.S. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this IGA shall be deemed to be an employee of all Parties. The parent Agency shall be solely liable for payment of worker's compensation benefits. Each Agency shall post a notice required pursuant to A.R.S. § 23- 1022(E). In addition, any volunteer of a Party that is involved in the execution of training, events, or activities pursuant to this IGA shall be considered an employee of that Party pursuant to A.R.S. § 23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XI. NONDISCRIMINATION

No Party shall engage in any form of illegal discrimination. The Parties to this IGA shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act.

XII. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this IGA that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations shall survive termination of this IGA.

XIII. INSURANCE

The following insurance requirements are applicable:

- A. Each Party agrees to procure and maintain for the duration of the IGA, insurance against claims for injury to persons or damage to property that may arise from or in connection with this IGA.
- B. The insurance requirements contained in this IGA are minimum requirements and in no way limit the indemnity covenants contained in this IGA. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this IGA. The Parties are free to purchase additional insurance as they deem necessary.
- C. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:
Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- D. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this IGA and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- E. Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.
- F. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.
- G. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

XIV. GOVERNING LAW

The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this IGA, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

XV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this IGA and may subject the breaching party to penalties up to and including termination of this IGA.

All the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this IGA or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this IGA if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters with any and all of its contractors or subcontractors who provide services under this IGA.

XVI. NOTICES

Any notice required to be given under this IGA will be provided to all Parties to this IGA. The Task Force Chiefs shall compile a list of each Agency's contact person, address, and phone number and distribute said list to each Party to this IGA. The contact list shall be updated annually.

XVII. CANCELLATION PROVISIONS PURSUANT TO A.R.S. § 38-511

The Parties reserve all rights that each may have to cancel this IGA for possible conflicts of interest under A.R.S. § 38-511, as amended.

XVIII. OTHER PROVISIONS

The following general agreements are applicable:

- A. If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- B. This IGA contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This IGA may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this IGA shall not be deemed to amend this IGA and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

- C. Each party agrees to comply with A.R.S. §§ 35-393 et seq., if applicable. Nothing within this IGA shall be construed to limit the ability of participating Agency to provide, or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.
- D. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.
- E. Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.
- F. No term or provision in this IGA is intended to create a partnership, joint venture, or Agency arrangement between the Parties.

XIX. MULTIPLE COUNTERPARTS

This IGA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

Each Agency shall provide a copy of its fully executed IGA to every other Agency.

[REMAINDER PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES]

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document.

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below (the “Effective Date”).

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager
Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Clint Hickman, Chairman, Board of Supervisors
Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above IGA on behalf of her/his client and (ii) as to her/his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

CITY COUNCIL REPORT

SUBJECT: Final Plat - A Re-Plat of Parts of Lots 54 and 55 of Combs Tract for Marvila Gomez - Application PL-22-0276

MEETING DATE: 8/28/2023

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

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 Mark Sidler of Lemme Associates AZ, on behalf of the property owner Marvila Gomez, to approve a Re-Plat at approximately 95 feet west of the southwest corner of Rose Lane and 2nd Street, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The subject property includes an existing home and accessory structures. The proposed Re-Plat will combine the two existing lots into one. The subject property is approximately 0.23 acres in size and includes Assessor Parcel Numbers (APNs) 500-44-045A and 500-44-046. The property was part of the incorporation of Avondale on December 16, 1946. The current zoning is Multi-Family Residential (R-3), which is intended to provide for townhome, condominium, and apartment uses (Exhibit A and B).

The General Plan designation is Historic Avondale District for the subject site and surrounding properties (Exhibit C). The Historic Avondale District is the “heart” of the Avondale community. Land uses within this business core permit and promote a vibrant mix of residential and nonresidential uses, but require retail, service, or office uses on all street level floors to promote a pedestrian-oriented environment. Unlike modern shopping centers in Arizona, this area has a human richness derived from its history, families, friends, and neighbors who live nearby, and many within walking distance.

The existing uses and zoning of surrounding properties include:

- NORTH: Across Rose Lane, developed with residential uses zoned R-3.
- EAST: Developed with residential uses zoned R-3.
- SOUTH: Developed with residential uses zoned R-3 and R-4.
- WEST: Developed with residential uses zoned R-3.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Re-Plat (Exhibit D) to combine the two existing lots into one to facilitate future construction and building permit issuance. The resulting lot size will be 0.23 acres.

ANALYSIS:

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

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

DISCUSSION:

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

BUDGET IMPACT:

No budget impacts

RECOMMENDATION:

Staff recommends that City Council APPROVE Application PL-22-0276, a Re-Plat of Parts of Lots 54 and 55 of Combs Tract, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat submitted electronically on August 17, 2023, and provided in Exhibit D.

Contact person for document distribution: Catherine Lorbeer

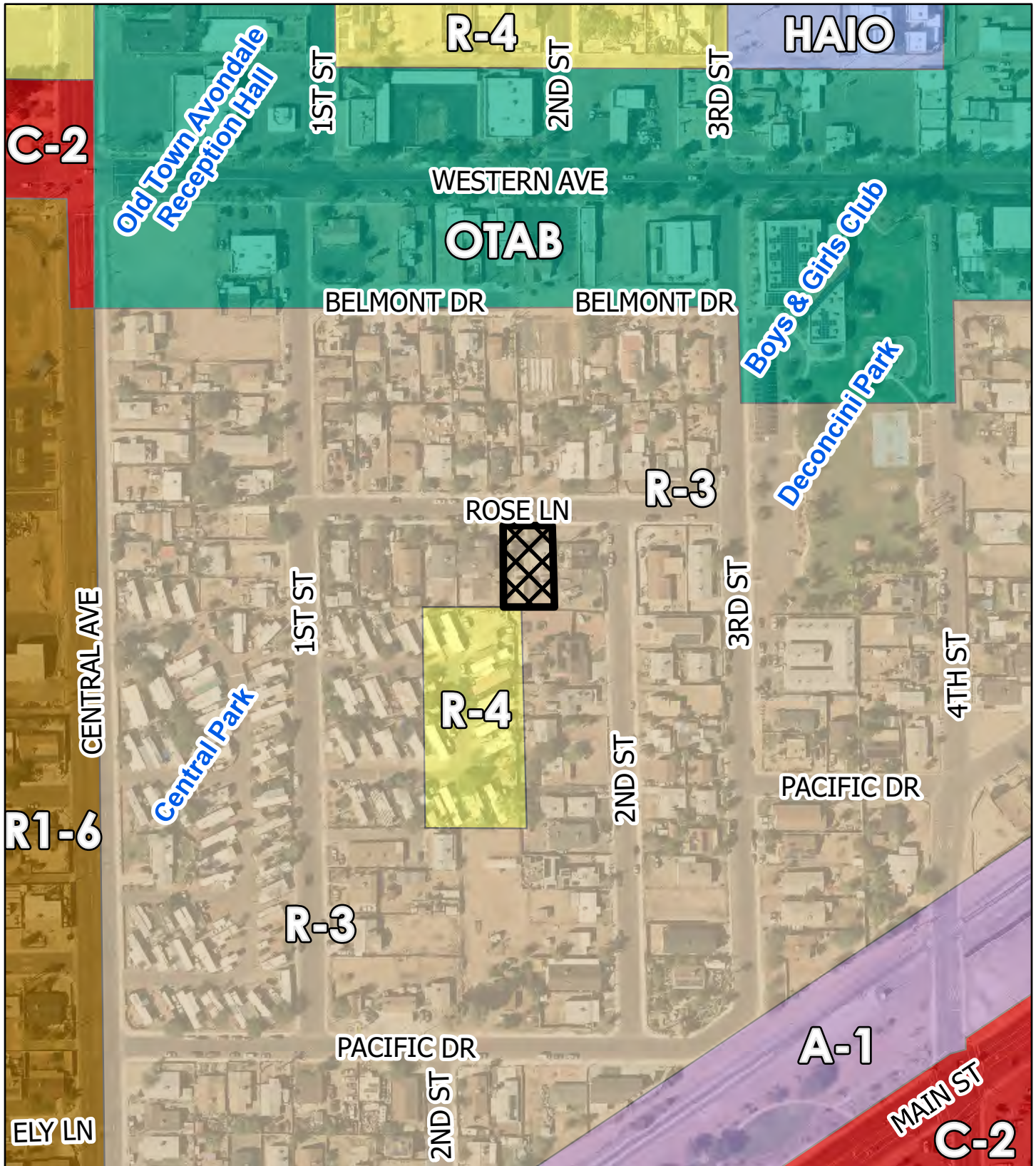


Aerial Map

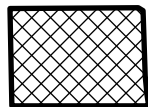


Subject Property



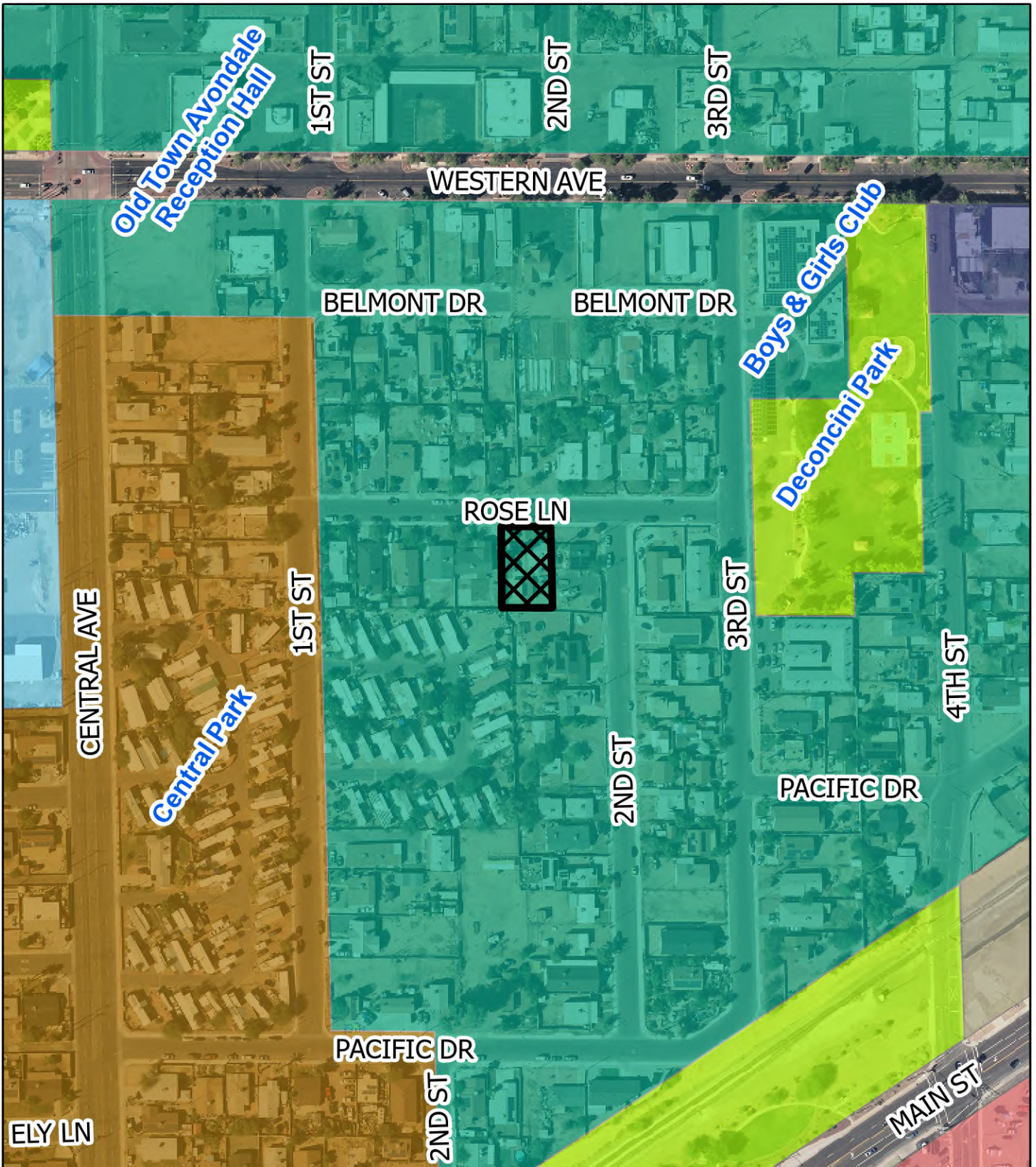


Zoning Vicinity



Subject Property

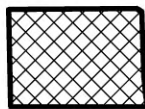




General Plan Land Use



- Education
- High Density Residential
- Historic Avondale District
- Industrial
- Local Commercial
- Open Space and Parks
- Public/Civic



Subject Property



Electronically Submitted 8-17-2023

FINAL PLAT FOR MARVILA GOMEZ
RE-PLAT OF PARTS OF LOTS 54 AND 55, OF COMBS TRACT, M.C.R. BOOK 29, PAGE 13,
117 + 127 EAST ROSE LANE, AVONDALE, AZ. 85323 (APN 500-44-045A AND APN 500-44-046),
PART OF THE NE 1/4 OF SECTION 15, T.1 N., R.1 W., GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS

THAT MARVILA GOMEZ, AN UNMARRIED WOMAN, AS OWNER, HEREBY PUBLISHES THIS FINAL PLAT OF "MARVILA GOMEZ", A REPLAT OF PART OF LOTS 54 AND 55 OF COMBS TRACT, RECORDED IN BOOK 29, PAGE 13, MARICOPA COUNTY RECORDER'S OFFICE, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID MARVILA GOMEZ, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF ALL LOTS, EASEMENTS, AND STREETS CONSTITUTING THE SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, AND NAME GIVEN EACH RESPECTIVELY.

IN WITNESS WHEREOF, MARVILA GOMEZ AN UNMARRIED WOMAN, AS OWNER, HAS HEREUNTO AFFIXED THEIR SIGNATURE.

THIS _____ DAY OF AUGUST, 2023

MARVILA GOMEZ

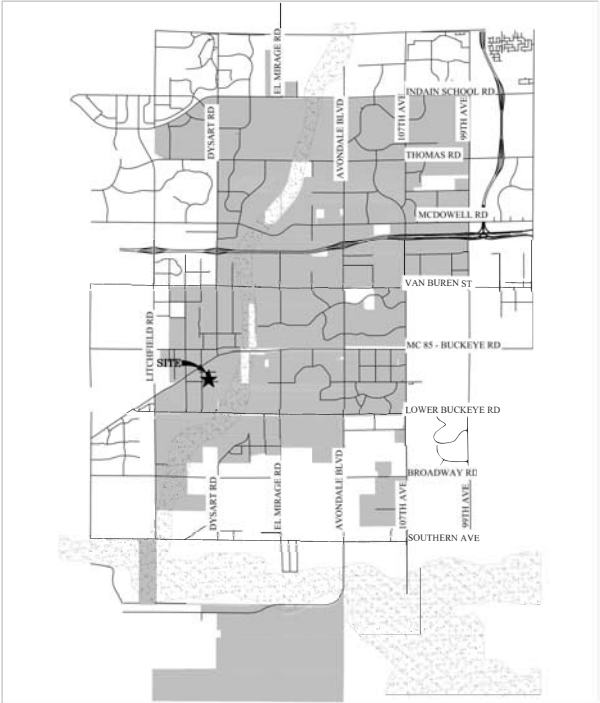
ACKNOWLEDGEMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

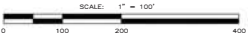
KNOW ALL MEN BY THESE PRESENTS

ON AUGUST _____, 2023, BEFORE ME PERSONALLY APPEARED, MARVILA GOMEZ AN UNMARRIED WOMAN, AS THE OWNER, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT SHE SIGNED THE ABOVE DOCUMENT, ON BEHALF OF THE CITY OF AVONDALE.

NOTARY PUBLIC DATE



KEY MAP



LEGEND:

- SET 1/2" REBAR CAP RLS 28232
● FOUND REBAR OR AS NOTED
▲ CONCRETE WALL/TAP RLS 28232
△ SET OPS RLS 28232
--- ADJACENT LOT LINES
--- BOUNDARY LINE
--- CENTER LINE
--- EASEMENTS
--- RIGHT OF WAY
--- SECTION LINE
- APN
OPS
CMU
DOT
EST
FND
M.C.R.
P.U.E.
BK
PAGE
● BRASS CAP MON IN HAND HOLD
REFERENCE MCR 1145/18
- ASSESSOR'S PARCEL NUMBER
COTTON PICKER SPINDLE
CONCRETE MASONRY UNIT
DOCKET
EASEMENT
FOUND
MARICOPA COUNTY RECORDER
PUBLIC UTILITY EASEMENT
BOOK
PAGE
BRASS CAP MON IN HAND HOLD
REFERENCE MCR 1145/18

NOTES:

- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; 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.
- 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.
- 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.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.



VICINITY MAP
SECTION 15, T.1N., R.1W.
NOT TO SCALE

SHEET INDEX:

SHEET 1 OF 2 - COVER SHEET
SHEET 2 OF 2 - MAP

LAND AREA TABLE:

GROSS AREA OF PROJECT	0.229 AC ±
RIGHT OF WAY AREA	00 AC
LOT 54	0.0763 AC
LOT 55	0.1526 AC

STREET CLASSIFICATION:

	SF	AC
LOCAL	0	0
COLLECTOR		
ARTERIAL		

CLIENT/OWNER:

MARVILA GOMEZ
5435 W. BOWKER STREET
LAVERNE, AZ 85339
PHONE: (623)329-9009

SURVEYOR:

LEMMIE ASSOCIATES AZ
8607 N 59TH AVE B-4
GLENDALE, AZ 85302
602-841-6904

AGENT CONTACT/SURVEYOR:

MARK SIDLER, RLS 28232
LEMMIE ASSOCIATES AZ
8607 NORTH 59TH AVENUE, SUITE B-4
PHONE: 602-841-6904
EMAIL: markus@lemmie-eng.com

REFERENCE SURVEYS:

M.C.R. BOOK 29, PAGE 13
M.C.R. BOOK 1145, PAGE 18

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 45-5876 ARIZONA REVISED STATUTES.

BASIS OF BEARING:

BEARINGS ARE ORIENTED TO THE STREET MONUMENTATION RESULTS OF SURVEY MAP AS RECORDED IN M.C.R., BOOK 1145, PAGE 18, THE CENTER LINE OF ROSE LANE, BEARING N89°49'55"W (R)

BENCHMARK:

THERE ARE NO ELEVATIONS SHOWN OR DETERMINED ON THIS PLAT.

APPROVALS:

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA
THIS _____ DAY OF _____, 2023.

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

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

Mark Sidler
MARK P. SIDLER RLS 28232

REVISIONS:
DRAWING
SCALE(S)

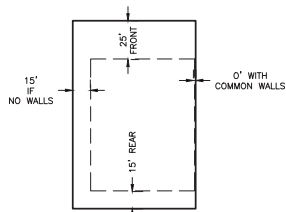
LEMMIE ASSOCIATES AZ
8607 N 59TH AVE B-4
GLENDALE, ARIZONA 85302
602-841-6904 Lemmie.com
LAND SURVEYING & CONSTRUCTION, L.L.C.



DEVELOPER/OWNER
MARVILA GOMEZ, 5435 W. BOWKER STREET, LAVERNE, AZ 85339
PROJECT NAME
PART OF LOTS 54 & 55, OF COMBS TRACT, M.C.R.29/13, APN 50-44-045A & 046
PLAT TYPE
FINAL PLAT FOR MARVILA GOMEZ

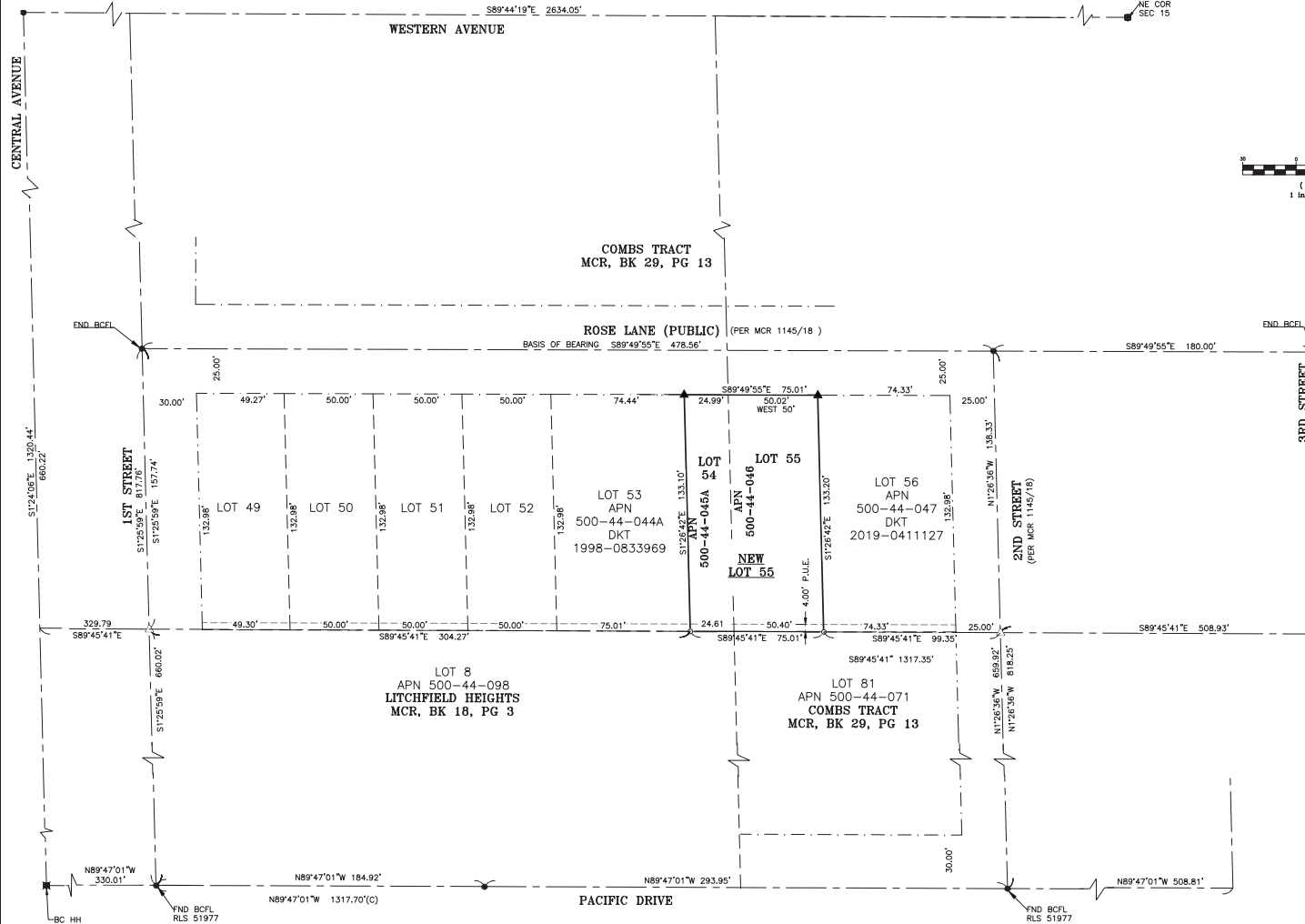


ORIGINAL PLAT DATE
8-17-23
LATEST REVISION DATE
SHEET NUMBER
1 OF 2
PROJECT NUMBER
22-589



**LOT SET BACK DETAILS
R-3 ZONING**

FND 1/2" REBAR
N1/4 COR, SEC. 15,
T.1N., R.1W.



SCALE



- LEGEND:**
- SET 1/2" REBAR CAP RLS 28232
 - FOUND REBAR OR AS NOTED
 - ▲ CONCRETE NAIL/TAG RLS 28232
 - △ SET OPS RLS 28232
 - ADJACENT LOT LINES
 - BOUNDARY LINE
 - CENTER LINE
 - EASEMENTS
 - RIGHT OF WAY
 - SECTION LINE
 - APN ASSESSOR'S PARCEL NUMBER
 - CPN COTTON PICKER SPINDLE
 - CMU CONCRETE MASONRY UNIT
 - DKT DOCKET
 - ESMT EASEMENT
 - FND FOUND
 - M.C.R. MARICOPA COUNTY RECORDER
 - P.U.E. PUBLIC UTILITY EASEMENT
 - BRASS CAP MON IN HAND HOLE
 - BRASS CAP FLUSH 51977
 - REFERENCE MCR 1145/18

LOT 54 LEGAL DESCRIPTION:

LOT 54 EXCEPT THE WEST 25 FEET, COMBS TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 55 LEGAL DESCRIPTION:

THE WEST 50 FEET OF LOT 55, COMBS TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARENT LEGAL DESCRIPTION:

PER M.C.R. DOCKET 2016-0114404

THE WEST 50 FEET OF LOT 55, AND LOT 54 EXCEPT THE WEST 25 FEET, COMBS TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

NEW LOT 55A LEGAL DESCRIPTION:

THAT PARCEL DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT 2016-0114404 AS THE WEST 50 FEET OF LOT 55, AND LOT 54 EXCEPT THE WEST 25 FEET, COMBS TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA. SAID PARCEL IS ALSO SHOWN AND DESCRIBED ON THE RESULTS OF SURVEY MAP MCR. 1741 PAGE 32 AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 55 OF SAID COMBS TRACT, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 55, A DISTANCE OF 50.01 FEET;

THENCE SOUTHERLY PARALLEL WITH AND 50.00 FEET NORMAL TO THE COMMON LINE BETWEEN SAID LOT 55 AND LOT 54, A DISTANCE OF 133.20 FEET TO THE SOUTH LINE OF SAID LOT 55;

THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 75.01 FEET;

THENCE NORTHERLY, PARALLEL WITH AND 25.00 FEET NORMAL TO THE COMMON LINE BETWEEN SAID LOT 54 AND LOT 53, A DISTANCE OF 133.10 FEET TO THE NORTH LINE OF SAID LOT 54;

THENCE EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 24.99 FEET TO THE POINT OF COMMENCEMENT.

SURVEYORS NOTE:

PLEASE REFER TO THE RESULTS OF SURVEY MAP AS RECORDED IN THE OFFICE OF THE MARICOPA COUNTY RECORDER IN MAP BOOK 1741 PAGE 32.

FLOOD ZONE:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
D40038	2165	N	SEPT. 18, 2020	SHADED "X"	<1'

REVISIONS:
DATE
BY
DRAWING
SCALE(S)

LEWNE ASSOCIATES AZ
4807 N. 19th Ave. #B-4
GLENDALE, ARIZONA 85302
602-843-6904 lewneaz.com
LAND SURVEYING & CONSTRUCTION LAYOUT



DEVELOPER/OWNER
MARIVILA GOMEZ, 5435 W. BOWKER STREET, LAVERNE, AZ 85339



PROJECT NAME
PART OF LOTS 54 & 55, OF COMBS TRACT, M.C.R.29/13, APN 50-44-045A & 046

ORIGINAL PLAN DATE
8-17-23

LATEST REVISION DATE

SHEET NUMBER
2 OF 2
PROJECT NUMBER
22-589

PLAN TYPE
FINAL PLAT FOR MARIVILA GOMEZ