City of Avondale

City Council Meeting

Monday, November 6, 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 Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:

https://www.avondaleaz.new.swagit.com/views/540/

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address City Council shall appear in person to speak.

City Council Meeting
Notice & Agenda
Monday, November 6, 2023

CITY COUNCIL CHAMBER | 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. NEW EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)
The following employee(s) will be introduced to the City Council. This item is for discussion only.

Engineering Department
- Kimberly Moon, Department Director & City Engineer

3. CITIZEN POLICE ACADEMY
The City Council will recognize the participants of the 2023 Citizen Police Academy. This item is for discussion only.

4. MICROLENDING PROJECT
City Council will receive a presentation from staff regarding a Microlending Project that the Economic Development and Tourism department is working on. This item is for discussion only.

5. 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 August 28, 2023 and September 25, 2023 City Council meeting minutes. The Council will take appropriate action.

b. FINAL PLAT OF DEL RIO RANCH III PHASE 3 - APPLICATION PL-21-0115

City Council will consider a request by John Gitt, Kimley-Horn & Associates, Inc. (on behalf of property owner DC One Holdings Inc.), for approval of a Final Plat for Del Rio Ranch III Phase 3 and authorize the Mayor or City Manager, City Attorney, and City Clerk to authorize the necessary documents. The proposed final plat is generally in conformance with the Del Rio Ranch III Preliminary Plat administratively approved on October 9, 2023, and creates 70 single-family residential lots, nine (9) common area tracts, removes a sewer easement, and dedicates streets and easements on approximately 19.55 acres located at the northeast corner of Durango Street and 125th Avenue. The City Council will consider the adoption of Resolutions forming a Maintenance Improvement District for Del Rio Ranch III Phase 3 as a separate agenda item. The Council will take appropriate action.

c. RESOLUTION 1068-1123 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 23 INTEGRITY LINE

City Council will consider a request to: a) adopt Resolution 1068-1123 amending the Personnel Policies and Procedures, Chapter 23, Integrity Line; b) authorize staff to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1069-1123 - INTERGOVERNMENTAL AGREEMENT WITH VARIOUS AGENCIES FOR THE WEST VALLEY SEX TRAFFICKING TASKFORCE

City Council will consider a request to adopt Resolution 1069-1123, authorizing an Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include 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.

e. RESOLUTION 1070-1123 – GRANT ACCEPTANCE OF A PHOENIX URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY

City Council will consider a request to adopt Resolution 1070-1123, authorizing the acceptance of an Urban Area Security Initiative Grant from the Arizona Department of Homeland Security (AZDOHS) relating to the Terrorism Liaison Officer sustainment 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 1071-1123 – GRANT ACCEPTANCE OF A VICTIMS OF CRIME ACT (VOCA) GRANT FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

City Council will consider a request to adopt Resolution 1071-1123 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of $300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2023 through September 30, 2024 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTIONS 1072-1123 AND 1073-1123 – DEL RIO III PHASE 3 MAINTENANCE IMPROVEMENT DISTRICT #26

City Council will consider a request to a) approve the Petition for Formation; (b) adopt Resolution 1072-1123 declaring its intention to form the City of Avondale Maintenance Improvement District No. 26, Del Rio Ranch III Phase 3, providing for the assessment; (c) adopt Resolution 1073-1123 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2066-1123 – ABANDONMENT OF A PUBLIC UTILITY EASEMENT ON DUTCH BROS.

City Council will consider a request to adopt Ordinance 2066-1123 authorizing the abandonment of a portion of a 26-foot wide Public Utility Easement Agreement located south of Dale Earnhardt Drive and east of Avondale Boulevard, 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 2067-1123 - VAZQUEZ BUILDING - HAIO REZONE - PL-22-0186

City Council will hold a public hearing and consider a request to adopt Ordinance 2067-1123, approving a request by Mr. Martin Sandino of Martin Sandino Architecture & Planning, LLC, on behalf of Juana Vazquez and Hipolito Mendez, to apply the Historic Avondale Infill Overlay (HAIO) to 0.34 net acres located approximately 1,280 feet west of the southwest corner of Main Street/MC85 and Central Avenue, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The site is currently zoned Community Commercial (C-2). Approval of the request will modify development standards on the subject site, allowing for development of a multi-tenant neighborhood commercial building. The Council will take appropriate action.

b. PUBLIC HEARING - MCDOWELL VILLAS PAD - REZONE - PL-22-0230

City Council will hold a public hearing and consider a continuance request by Kurt Waldier, Beus Gilbert McGroder PLLC, to rezone an approximately 12.34-acre vacant parcel of land from Agricultural (AG) to McDowell Villas Planned Area Development (PAD) to allow a 164-unit townhome development. **THE APPLICANT REQUESTS A CONTINUANCE TO THE DECEMBER 4, 2023 CITY COUNCIL MEETING FOR THE PURPOSE OF READVERTISING.**

5. SUMMARY OF CURRENT EVENTS FROM THE 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 vídeo. 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

ITEM NUMBER: 3.

SUBJECT: Citizen Police Academy

MEETING DATE: 11/6/2023

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

PURPOSE:
The City Council will recognize the participants of the 2023 Citizen Police Academy. This item is for discussion only.

BACKGROUND:
The Avondale Police Department's Citizen Police Academy (CPA) is a program designed for citizens of Avondale, surrounding communities, and members of the business community to provide an inside look at our Police Department and law enforcement operations. The CPA is designed to provide participants with an overview of the operations and resources of the Avondale Police Department, which help provide a greater awareness and understanding of law enforcement's role in our community.The CPA is an 8-week program that meets weekly. Participants will interact with police executives, veteran officers and professional staff during the academy.

Topics may include: Recruiting, Crime Analysis, DUI, Motors, SWAT, Street Crimes, Criminal Investigation Bureau, Taser Demo, High Risk stops, Dispatch, Detention, and much more. Each session will include hands-on activities. The location of each class will vary between the different police facilities within Avondale.

DISCUSSION:
The 2023 Citizen Police Academy takes place from September 21st through November 9th and 100% participation is required for graduation.

BUDGET IMPACT:
This item does not have a budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*

CITY COUNCIL REPORT

ITEM NUMBER: 4.

SUBJECT: Microlending Project

MEETING DATE: 11/6/2023

TO: Mayor and Council

FROM: Ken Chapa, Director of Economic Development and Tourism

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:

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

PURPOSE:
City Council will receive a presentation from staff regarding a Microlending Project that the Economic Development and Tourism department is working on. This item is for discussion only.

BACKGROUND:
Small businesses and entrepreneurs continue to grow throughout the region. However, without microfinancing options, some entrepreneurs may have to resort to using risky loans or payday advances with extremely high-interest rates or borrowing money from family and friends. By partnering with a third-party non-profit, the City hopes to leverage microfinancing to create a productive ecosystem that supports Avondale entrepreneurs, small business owners, and attracts new small businesses to our community. The U.S. Small Business Administration (SBA) considers anything under $50,000 a microloan and states that the average microloan is approximately $13,000. These loans provide access to capital as gap financing that enables entrepreneurs to sustain or grow their businesses and create or retain employment.

This type of program has been implemented in other communities, including a Small Business Microloan Fund that launched in Champaign County, Illinois, with the shared goal of enabling local entrepreneurs to launch and scale their business. The program, over time, is intended to fill the need of capital funding access for small, local entrepreneurs, to attract, retain, and expand small businesses and their corresponding job creation and tax revenue.

DISCUSSION:
In an effort to find a non-profit to develop a micro-financing program, the City of Avondale went through a Request For Proposal process (RFP) to select a vendor to develop and manage a Small Business Micro-Financing Program,

which would be granted $400,000 from the City of Avondale, to assist entrepreneurs with business start-ups and expansions in Avondale. Through this process, Growth Partners Arizona was selected and awarded the contract.

Growth Partners Arizona project will consist of three stages which will be pre-implementation, implementation, and sustainability. This will ensure the project is intentionally designed, deployed, and sustained for years to maximize impact and improve outcomes for small businesses in Avondale, AZ. To ensure they are administering the micro-financing funds and technical assistance to business in Avondale, AZ all applicants will be required to have an Avondale, AZ business address by completing a “proof of address” verification form. This form will be completed during the implementation stage in the pre-approval questionnaire.

As part of Growth Partners sustainability model, they will also partner with local financial institutions in Avondale to secure capital to grow the micro-financing program. They will partner with other loan funds to encourage participation in loan funding opportunities. Additionally, their partnership with Local First Arizona, will encourage entrepreneurs to participate in one of the business development programs including We Rise Business Accelerator, The Green Business Bootcamp, and Avondale Fuerza Local Business Accelerator.

These programs will provide the development and technical assistance needed to get and stay capital ready. Through this partnership they will be able to provide funding opportunities to small business owners who have invested time into their business and personal development as entrepreneurs.

BUDGET IMPACT:
No additional budget is needed, this item is being funded from the existing Economic Opportunities Fund.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*

CITY COUNCIL REPORT

ITEM NUMBER: 3.a.

SUBJECT: Minutes

MEETING DATE: 11/6/2023

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 August 28, 2023 and September 25, 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 August 28, 2023 and September 25, 2023 City Council meeting minutes.

Contact person for document distribution: *Chris Pierson*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
August 28, 2023

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 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, Curtis Nielson, Gloria Solorio and Max White.

Members Absent: Council Member Veronica Malone.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Lisa Maxie-Mullins, Assistant City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey; Deputy City Clerk; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Abril Ruiz-Ortega, Court Administrator; and Renee Weatherless, Finance and Budget Director.

Audience: No members of the public were 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 Vice Mayor Pineda, seconded by Council Member White, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	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 July 17, 2023 City Council meeting minutes.

b. APPOINTMENT TO BOARDS AND COMMISSIONS
City Council approved the following 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 authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

- LaChrisha Dourisseau as a Regular Member of the Board of Adjustment with a partial term to expire on 12/31/2023
- Julia Arnette as a Regular Member of the Risk Management & Workers' Compensation Boards for a partial term to expire on 12/31/2023
- Ashley Fitzwilliams as a Regular Member of the Judicial Advisory Board with a partial term to expire on 06/30/2024 (Active Member of the State Bar of Arizona)
- Danielle Brown as a Regular Member of the Judicial Advisory Board with a full term to expire on 06/30/2027
- Shari Weise as a Regular Member of the Volunteer Fire Fighter Pension Board for partial term to expire on 12/31/2025
- Margarita Barron as a Regular Member of the Volunteer Fire Fighter Pension Board for a partial term to expire on 12/31/2026

c. COUNCIL MEETING SCHEDULE FOR 2024
City Council approved the 2024 City Council Meeting Schedule.

d. BUDGET TRANSFER FOR DEPARTMENT OF LABOR AUDIT FINDINGS
City Council approved 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.

e. APPOINTMENT OF JUDGE PRO TEMPORE
City Council appointed Hon. Manuel Delgado as judge pro tempore to a two-year term expiring on August 31, 2025 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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 adopted 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 authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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 approved 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 authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Conde	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 28th day of August 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
September 25, 2023

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:30 p.m.

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; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey; Deputy City Clerk; Ken Chapa, Economic Development Services Director; Barbara Coppage, 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; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately thirty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. SPECIAL EVENT UPDATE

City Council received an update from Stacy Swainston, Recreation Supervisor with Parks and Recreation and Kelsey English, Recreation Coordinator with Parks and Recreation regarding scheduled special events. This item was for discussion only.

-Barks and Treats – Oct. 7, 2023

-Billy Moore Days – Oct. 19-22, 2023

-Creepin' Candy Crawl – Oct. 31, 2023

-WinterFest – Dec. 2, 2023

-Dia De Los Muertos Festival – Oct. 28, 2023

-Golf Championship Open – Nov. 2, 2023

-5K Vet Run – Nov. 11, 2023

-Tres Rios Nature Festival – Feb. 24-25, 2024-

Friendship Park – March 16-17, 2024

-Family Campout -March 16-17, 2024

-Eggstravaganza – March 28-30, 2024

-KidFest – April 13, 2024

-Avondale Fiesta – May 4, 2024

-Memorial Day Event – May 27, 2024

-Blank Canvas Showcase – Aug. 8, 2024

-Juneteenth Freedom Day – June 19, 2024

-Light Up the Sky Celebration – July 4, 2024

3. WERIDE EXPANSION AND UPDATE

City Council received an update regarding the WeRIDE expanded services and success. This item was for discussion only.

Harold Siguenza, Assistant Director of Public Works, provided an overview of WeRIDE services, noting they began in North Avondale in October 2022. The fleet consisted of four minivans, two that are ADA compliant. There are 302 virtual stops that cover 11 ½ square miles and had over 14,000 riders year-to-date with 38% of them being shared rides. The on-time performance is at 98% and customer satisfaction is 4.9 out of 5 stars.

Beginning October 2, 2023, WeRIDE will be expanding to South Avondale. Two minivans and two larger vans will be added along with 249 virtual stops, including community parks covering 10.7 square miles. The expansion will create one large Avondale zone that is no longer separated by north or south. The total coverage will be 22 square miles, 551 virtual stops, and eight vehicles. The hours of operation will remain Monday – Friday from 7:00 a.m. to 7:00 p.m. In recognition of the expansion WeRIDE will be offering free services from October 2, 2023, to November 17, 2023, for the Avondale community.

Customer service is a top priority for WeRIDE and the virtual stops and hours of operation will be recommended for adjustment based on customer feedback. Currently, the feedback received is geared toward the operations and drivers. Mr. Siguenza recognized WeRIDE's partners and noted Surprise and Goodyear also utilize WeRIDE's services.

In response to a question by Mayor Weise, Mr. Siguenza stated the number one lesson learned from North Avondale is to be nimble and able to make changes quickly and shake the perception that public transit does not move quickly.

In response to a question by Council Member Malone, monthly passes are planned to roll out next year and discussion of expanding the hours to evenings and weekends is an ongoing discussion. A rider can provide feedback at the completion of their ride using a star rating and/or comments. Currently a driver rating and previous customer feedback is not visible to someone booking a ride using the app, but staff can have the discussion with RideCo.

Council Member White shared her recent experience with riding WeRIDE. In response to a question, Mr. Siguenza stated with the expansion and increased ridership, the wait time for shared rides will be adjusted accordingly. Valley Metro is very supportive of microtransit services and is working with Avondale to utilize regional and federal funding to purchase and/or replace vehicles in the fleet. WeRIDE is in the process of being trademarked and utilizes a cooperative contract so other cities can utilize the services.

In response to a question by Council Member Conde, Mr. Siguenza clarified additional stops outside of the City of Avondale. He noted it is important to provide stops in locations where residents need to go.

4. INNOVATION TEAM RECOGNITION

City Council recognized John Reddy; Angela Destin; Jonathan Almanza; Marlena Pina; Mathew Hernandez-McCarron; and Adam Shipley as the graduates of the 2022-23 Avondale Innovation Team program. This item was for discussion only.

Torin Sadow, Senior Management Analyst, stated the purpose of the Innovation Team is to empower Avondale employees to foster a culture of innovation that allows our staff members to create a positive, engaging work environment that helps save our internal and external stakeholders time and money.

5. ADJOURNMENT

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

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

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

Meeting adjourned at 6:04 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:10 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, 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; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey; Deputy City Clerk; Ken Chapa, Economic Development Services Director; Barbara Coppage, 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; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately thirty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

The City Clerk read the following public comments into the record:

- Jose Castro: "I believe it would be in the best interest of all families residing in the Holly Acres area/River Bottom to set a curfew time to enter the river bottom. (7:00 am to 7:00 pm.) in order to enjoy our beautiful river. The young people entering the area are driving thru from 7:00 pm to 3 or 4 am., not a safe time to drive during these hours. The people are driving so fast and are not following the traffic signs, the stop sign on El Mirage Rd and Southern is knocked down every weekend. I would also like to address the business on the East side of El Mirage Rd. there is a dust problem, noise problem and the start time of work is not in the best interest of the neighborhood...too much noise. Much police presence in needed in the area, not just for a few minutes, supervision needs to be addressed asap before there are more accidents in the area. To many careless drivers during the evening late night hours.

- Juleim Pelayo: "Today, I want to draw your attention to a critical issue that our city council must address: the presence of gunshots in our neighborhoods, which underscores the need for immediate action, including implementing barriers to restrict outsiders from accessing our river bottom areas. Gunshots in our neighborhoods are not just a noise problem; they are a significant threat to our safety and the overall well-being of our community. Each gunshot fired represents the potential for violence, be it a domestic dispute escalating into something more serious, a random act of aggression, or a tragic accident involving firearms. The consequences can be life-altering, affecting not only the victims but our entire neighborhood. Furthermore, the constant sound of gunshots creates a climate of fear and anxiety in our daily lives, robbing us of the peace and security we should enjoy within our community. This fear is compounded by the very real possibility of outsiders accessing our river bottom areas, where illegal activities and gun violence often occur. The solution to this multifaceted problem lies in the actions of our city council. We must urge them to take a proactive stance. First and foremost, we need to advocate for the implementation of physical barriers to restrict outsider access to our river bottom areas. By doing so, we can curtail illegal activities, including gun violence, which often thrive in these secluded locations. Additionally, our city council should prioritize community safety by investing in law enforcement resources, ensuring they have the tools and personnel necessary to address the issue effectively. It's crucial to promote responsible gun ownership and to work collaboratively with our local police force to enhance neighborhood security. In conclusion, gunshots in our neighborhoods are a pressing issue that our city council

must address. To combat this problem effectively, we must advocate for physical barriers to restrict outsider access to the river bottom areas and work collaboratively with law enforcement to ensure community safety. By addressing the root causes of gun violence and promoting responsible gun ownership, we can create a safer, more vibrant community. Our safety and the well-being of our neighborhoods depend on the decisive actions of our city council. Thank you."

- Diane DiCarlo: "Good evening, this request is a plea to expand the police coverage to the new Alamar Residential Area sooner than later (Broadway/Avondale Blvd, Broadway/El Mirage area). Unfortunately, during the early morning 9/25 there was a shooting which happened in the Alamar residential area. The police are still out there as I write this. As well, there are also people speeding down Broadway by the school and back and forth on Avondale Blvd. They are running the lights consistently. All of these things have been problems since the expansion of the area. It's pretty much a free for all out here in this area. I drive through areas like Rancho Santa Fe, or communities in Goodyear and Litchfield park area and I feel more safe there than in this new development. Something needs to be done before we turn into the next Maryvale. A new tax base for Avondale could lose property values if the community does not step up to do something to ensure the safety of the population in this area.

- Mary Anne Reed: "I live in Holly Acres. I'm actually by the levee before the river bottom, and then there is the river. The shooting in the river bottom has led to bullets hitting structures in my yard. We have been sitting outside and have had bullets whiz by. I am hoping that some action, such as a permanent barricade, can be done and more patrols down there to stop all of the shooting. Thank you for your time."

The following individuals addressed the City Council.

- Alex Giron stated she lives in Holly Acres community at El Mirage Rd and 122nd Avenue and the gunshots are disturbing and very aggressive at all hours of the day and night. It is scary because you do not know how close they are, and they sound like automatic weapons. Hopefully something can be done to regulate who goes down there, the berm they tried to create is not effective. When police do respond to calls it appears there are no consequences, which means there is no fear or hesitancy to do it again.

- Mary Abrigo stated she has lived in Holly Acres since 1977 on El Mirage Road at the entrance to the river bottom. It has been a peaceful neighborhood with approximately fifty homes. PIR has been very respectful with their events. Unfortunately, in the last couple of months, the parties and shootings have been unbearable and are affecting residents. Three weekends ago, shots were fired 45 feet from the front of her house and her grandson's bedroom. Something must be done; it is getting to the point where residents are in fear of what is going to happen. We are pleading for something to be done before tragedy happens.

- Cloves Campbell, former State Representative in Arizona, Publisher of Arizona Informant Newspaper, and Executive Director of the Arizona Commission of African American Affairs. Stated concern of a young man who was accosted, shot, and killed by an Avondale police officer. Noting he has the utmost respect for law enforcement and 99% of officers are great individuals, but there is always someone who is not. He asked the City of Avondale to investigate this issue, understand what is going on, and address it correctly. When law enforcement is not doing the right thing, it needs to be addressed and this is one of those issues that needs to be addressed.

- Larnell Farmer, West Valley NAACP 1st President, addressed Council regarding the shooting of a 17-year-old on February 21, 2023, by an Avondale police officer. The officer had time between the incident and his interview to line up his story with the body camera footage, noting he was in fear of his safety. There has been ample time for the Avondale Police Department to have some resolution to what happened. The Peoria Police Department concluded their investigation and has turned everything over to the County Attorney's Office. Although there are many questions, the pressing one is determining the status of the officer involved in the shooting, inquiring if he is still on administrative leave and if so, why, because he should be fired.

- Bishop Anthony Holt, West Valley NAACP President, addressed Council, noting situations like the shooting of a 17-year-old become extremely concerning to parents and the community. They are asking for this situation to be looked at carefully to determine if the officer's actions were justified. We don't want tragedy in our communities, I hear the gunshots other residents have discussed this evening. We know violence happens but does shoplifting cost a life? Let's find out what really happened and execute justice. This officer should not have a badge, be patrolling our streets, or protecting and serving Avondale. It is my understanding; Peoria Police Department has completed their investigation and there is an ongoing administrative investigation within the Avondale Police Department. We do not want trouble or drama; we do want peace and quiet and justice for this family and the community.

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 Vice Mayor Pineda, seconded by Council Member Nielson, 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. RESOLUTION 1058-0923 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT– LEGACY AVONDALE HOUSING REDEVELOPMENT PROJECT PHASE 3 AND AVONDALE INFILL HOUSING PROGRAM

City Council adopted Resolution 1058-0923, approving an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) for a grant in the amount of $2,750,000 to support the development of affordable housing in Avondale and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

b. RESOLUTION 1059-0923 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 6 EMPLOYEE BENEFITS

City Council adopted Resolution 1059-0923, amending the Personnel Policies and Procedures Chapter Policy 6, Employee Benefits to add language concerning the Public Safety Homeowner Incentive Program and to revise the Administrative Leave language (Section P) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. RESOLUTION 1060-0923 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER AND ADMINISTRATIVE POLICY DEFINITIONS OF TERMS

City Council adopted Resolution 1060-0923, amending the current definition for Administrative Leave to align with proposed revisions to Avondale Chapter Policy 6, Employee Benefits and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ORDINANCE 2056-0923 – ACQUISITION OF REAL PROPERTY LOCATED NORTH OF INDIAN SCHOOL ROAD AND WEST OF EL MIRAGE ROAD

City Council adopted Ordinance 2056-0923 authorizing the acquisition by purchase, dedication, or condemnation, of real property for public use located north of Indian School Road and west of El Mirage Road, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. ORDINANCE 2057-0923 – ACQUISITION OF REAL PROPERTY LOCATED NORTH OF INDIAN SCHOOL ROAD AND EAST OF 127TH AVENUE

City Council adopted Ordinance 2057-0923 authorizing the acquisition, by purchase, dedication, or condemnation, of real property for public use located north of Indian School Road and east of 127th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE2058-0923 - SECOND AMENDMENT TO LEASE, MAINTENANCE AND OPERATIONS AGREEMENT (AMERICAN SPORTS CENTERS AVONDALE FACILITY)
City Council adopted Ordinance 2058-0923 approving the Second Amendment to the Lease, Maintenance and Operations Agreement (American Sports Centers Avondale Facility) outlining the terms so the Facility may be used to accommodate emergency shelter and family assistance/reunification operations if a disaster or calamity occurs within the City or immediately surrounding area and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. HARVEST HOC OF AVONDALE – MINOR LAND DIVISION – APPLICATION PL-23-0016
City Council a) approved Application PL-23-0016, submitted by Kimberly Schroeder, KAEKO, on behalf of the property owner 3828 Avondale LLC, for approval of a Minor Land Division that dedicates seventeen (17) feet of right-of-way and an eight (8) foot Public Utility Easement (PUE) along Vermeersch Road; and b) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The approximately 2.44 net-acre site is located approximately 655 feet south of the southwest corner of Illini Street and Vermeersch Road.

4. REGULAR AGENDA

a. FEDERAL LEGISLATIVE UPDATE
City Council received an update from Capital Edge regarding Avondale's legislative priorities, as well as an update on recently proposed federal policies. This item was for information and discussion only.

Liz Barker Alvarez, Intergovernmental Affairs Administrator, introduced Chris Giglio with Capital Edge. Mr. Giglio presented an update on what is happening with the Federal Government in Washington, D.C. This is the 118th Congress that has a majority of Republicans in the House and a majority of Democrats in the Senate and they are unable to come together to work on legislation. The Senate is focused on Judicial and Biden Administration nominations, while the House is focused on legislation that is in line with Republican priorities.

Regarding the FY 24 budget, the House and Senate are not close on their spending priorities; however, each has a committee that approved FY 24 budget. Over 60% of the budget is for Social Security, Medicare, and Medicaid, 20% is for defense, and 15% is for nondefense discretionary spending that includes programs the City is interested in.

Earlier this year Congress asked for deficit reduction measures, including an agreement on overall spending caps for FY 24 and 25; however, there is misunderstanding whether the spending cap is the ceiling or floor. Mr. McCarthy, Speaker of the House, made promises for additional deficit reduction and policy demands. Mr. McCarthy is being held to his promises and it seems imminent the Government will shut down on October 1st without an approved budget. The chances of agreeing on the Continuing Resolution are also proving to be difficult. There is no path to break the impasse.

Congress also addresses other Federal priorities that could have tangential impacts on the City, such as the National Defense Authorization Act, reauthorization of the Federal Aviation Administration Program, and the Farm Bill/Federal Nutrition Bill Program. The House has been working on a series of bills that include preemption of local regulation over telecommunications.

While Congress disagrees on the budget and other things, the White House has been focusing on the 5-year 2021 Infrastructure Bill. This funding along with EPA money is provided at the state level, such as broadband and cybersecurity money. Some rules require funding to be distributed to local government. This administration is concerned with equity, climate change, and the Department of Transportation / Safety. City staff have done a great job competing for programs that will work best for the City.

Mayor Weise stated upon his return to Washington D.C. he would like to meet and create a plan on how to push forward regarding nonattainment of the ozone issue and what can be done in the meantime.

Council Member White inquired if the impasse creates the risk of the county going into credit rating review. Mr. Giglio stated it is being talked about in Washington, but he will leave an answer to the experts.

b. RESOLUTION 1061-0923 DECLARING AS A PUBLIC RECORD AND ORDINANCE 2059-0923 - AVONDALE CITY CODE AMENDMENT, CHAPTER 11; RELATING TO COMMERCIAL SOLID WASTE PERMIT, PENALTY FEES, SOLID WASTE ACCESS STANDARDS, AND OTHER ADMINISTRATIVE CHANGES

City Council considered a request to adopt Resolution 1061-0923, declaring as a Public Record and Ordinance 2059-0923, amending Avondale City Code Chapter 11, Solid Waste Code relating to commercial solid waste permit, penalty fees, solid waste access standards, and other administrative changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Harold Siguenza, Assistant Director of Public Works, provided an overview of changes to the Solid Waste / Sanitation Code. The last updates to the code occurred in 2004, since then the City has experienced tremendous growth and the solid waste industry has changed. Based on a recent operational study, the Solid Waste Division made changes to its operations to include customer service and efficient service. Changes within the code will ensure they provide customers the right services and keep costs down by being as efficient as possible with all services provided.

- Unacceptable Items
    - Language related to automotive parts was amended to be more defined to include any gas-powered motorized items that are not accepted.
    - Livestock foul waste was added to this category, due to the health and safety of the community.
- Acceptable Items

    - Added small amounts of construction and demolition materials, including small amounts of drywall that must be bagged.
- Recycling:
    - Unlike trash, recycling cannot be bagged.
- Acceptable Bulk Items
    - The language for large household appliances was changed to “white goods”, but cannot contain refrigerant
    - Added small home fixtures
    - Material cannot exceed 3 cubic yards, exclusive of large household appliances
    - Any items that can be recycled will not be accepted in bulk
- Access Standard
    - Any future developments that meet the standards will be able to receive services to their community. The standards will create a street design criterion to safely accommodate the equipment and placement of containers and bulk items on the street in front of the producer's property. If the standards are not met the community will be referred to private commercial haulers.
- Commercial Hauling
    - The City will no longer permit private commercial hauler vehicles but will require them to maintain and operate in a clean manner.
- Education, Enforcement, and Fees
    - The code will provide clear guidance to residents related to any changes made and why they were made.
    - Education will continue using the City’s website, social media, and city events.
    - If a violation is not attended to appropriately after education and outreach, a fee will be assessed to the resident’s utility bill. The establishment of the fee will be presented to Council later.

In response to a question by Mayor Weise, Mr. Siguenza stated a small percentage of people abuse the system, but with assessment of fees and education hopefully that behavior can be curbed.

In response to a question by Council Member Malone, there are currently two inspectors, one focuses on household trash and recyclables and the other focuses on bulk trash. Typically, the inspector goes out ahead of the crew to look at piles and determine if there are any violations. Over the last two months, a total of 300 violations were issued by the inspectors. In response to a question by Council Member Malone regarding residents moving out of their homes, the Solid Waste Department consistently works to provide clear instructions to the community and property owners to address issues. The department works closely with Code Enforcement to address health and safety concerns.

In response to a question by Council Member White, automotive waste cannot be discarded within a household trashcan. Painting of curbs to designate no-parking areas is not within the Solid Waste code but may be within another section of the City Code. Council Member White inquired on the process that Public Works follows when a car is parked too close to a trashcan. Mr. Siguenza stated staff will skip the can to prevent damage; however, the inspector will do outreach with the homeowner. Council Member

White expressed concern with vehicles parking in front of trash cans that have been put out for pickup, so the homeowner has to wait another week for trash pickup. When there is an overflow situation, residents are encouraged to obtain a second garbage can from the Utilities Department. Lastly, automotive waste can be disposed of at local auto part stores.

In response to a question by Council Member Nielson, Mr. Siguenza stated bulk waste can be up to two sidewalk panels in length and tree stumps and limbs can be up to four feet in length. Council Member Nielson suggested using aVOICE to provide education to the public, such as the amount of bulk trash that can be put out for pick up.

In response to a question by Council Member Solorio, any scraping or damage to sidewalks will be repaired by the Public Works Department; however, continuous training is provided to the equipment operators to improve their skills and reduce damage.

Mayor Weise concurred with Council Member White regarding vehicles parting near trash cans.

Council Member Malone moved to adopt Resolution 1061-0923, declaring as a Public Record and Ordinance 2059-0923, amending Avondale City Code Chapter 11, Solid Waste Code relating to commercial solid waste permit, penalty fees, solid waste access standards, and other administrative changes and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Conde seconded the motion.

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

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

5. SUMMARY OF CURRENT EVENTS FROM THE MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

Council Member White stated she attended the Omega Psi Phi and Delta Sigma Theta Sorority fundraiser on September 9, 2023. On September 11, 2023, she participated in Senator Hatathlie's forum on addressing sober living homes. Last week she met the Lieutenant Governor of the Gila River Indian Nation. She sat in a Valley Metro Board of Directors retreat and shared the need for Valley Metro to connect the outer loop to Avondale.

Council Member Solorio noted she spent three days last week in Dallas working with the Department of Homeland Security and FEMA, working towards certification for emergency preparedness and emergency response and management.

Council Member Malone states she viewed the subdivision at the Sheriff's Department and has some great ideas to share with council for the detention center.

Mayor Weise congratulated the Agua Fria High School football team on winning the River Rock against Tolleson. A proclamation will be presented to them in the near future.

Vice Mayor Pineda stated he attended the Raceway Elks Lodge 2052 on September 23, 2023, where Fire Captain Cassie Kalayasilpin and Police Officer Jennifer Salomon were honored.

6. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the Regular Meeting into Executive Session pursuant to Pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the claims and matter of: (i) Roberto Carranza-Vargas, (ii) Keitha Tucker, (iii) Charles Montoya v. City of Avondale, et.al.; Council Member Conde seconded the motion.

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

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

Meeting adjourned at 7:32 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting and Regular Meeting of the Council of the City of Avondale held on the 25th day of September 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

ITEM NUMBER: 3.b.

SUBJECT: Final Plat of Del Rio Ranch III Phase 3 - Application PL-21-0115

MEETING DATE: 11/6/2023

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: Creative and Sustainable Community Development

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

PURPOSE:
City Council will consider a request by John Gitt, Kimley-Horn & Associates, Inc. (on behalf of property owner DC One Holdings Inc.), for approval of a Final Plat for Del Rio Ranch III Phase 3 and authorize the Mayor or City Manager, City Attorney, and City Clerk to authorize the necessary documents. The proposed final plat is generally in conformance with the Del Rio Ranch III Preliminary Plat administratively approved on October 9, 2023, and creates 70 single-family residential lots, nine (9) common area tracts, removes a sewer easement, and dedicates streets and easements on approximately 19.55 acres located at the northeast corner of Durango Street and 125th Avenue. The City Council will consider the adoption of Resolutions forming a Maintenance Improvement District for Del Rio Ranch III Phase 3 as a separate agenda item. The Council will take appropriate action.

BACKGROUND:
Del Rio Ranch III Phase 3 is comprised of approximately 19.5 acres located at the southwest corner of Durango Street and 125th Avenue (Exhibit A). The property is part of the larger Del Rio Ranch master development consisting of over 440 acres bounded by Avondale Boulevard to the east, Lower Buckeye Road to the south, the Agua Fria River to the west, and Durango Street to the north (with some irregularities). The site was used as a dairy farm until 2007 and from 2007 until 2015, portions of the property were used for crop farming. Currently, the site is vacant, and all accessory structures used in conjunction with the prior agricultural use of the property have been demolished.

A pre-annexation development agreement for Del Rio Ranch was approved by the City Council in January 2001. The pre-annexation development agreement allowed for the development of a 1,665 single-family lot master planned community, with commercial sites at the northwest corner of Avondale Boulevard and Lower Buckeye Road as well as at the northeast corner of El Mirage Road and Lower Buckeye Road. The PAD was to be developed in three (3) segments; Units I and II east of El Mirage Road, and Unit III west of El Mirage

Road.

Applications for annexation, rezoning to Del Rio Ranch Planned Area Development (PAD), and Preliminary Plat were approved by the City Council in February 2005. The 2005 PAD and Preliminary Plat covered the full Del Rio Ranch property, inclusive of Units I, II, and III, allowing a maximum of 1,284 single-family lots at a density of 3.43 dwelling units per acre, a 12-acre commercial parcel located at the northwest corner of Lower Buckeye Road and Avondale Boulevard, and a 6-acre commercial parcel located at the northeast corner of Lower Buckeye Road and El Mirage Road.

In September 2007, a Major PAD Amendment and new Preliminary Plat for Del Rio Ranch III were approved by the City Council. The purpose of these applications was to enlarge the Del Rio Ranch III site by incorporating 35 acres north of the original PAD boundary, immediately west of the Cashion Tank and Steel site. The 2007 approvals allowed for the development of Del Rio Ranch III with 493 lots on 176 acres, a density of approximately 2.79 dwelling units per acre. A 17-acre school site for the Littleton Elementary School District was also included in the 2007 plan.

In 2017, in response to changing Federal Emergency Management Agency (FEMA) regulations pertaining to development adjacent to floodways that were created in the wake of Hurricane Katrina, the applicant processed a Minor PAD Amendment to remove lots from portions of the Del Rio Ranch III property that were no longer able to be developed. Additionally, due to the Littleton Elementary School District's determination that a school site was no longer needed in this development, the 2017 minor amendment eliminated the previously planned school site from the development plan, replacing it with additional single-family residential lots. The minor amendment was approved administratively in August 2017 and a corresponding Preliminary Plat was approved by City Council in October 2017. The 2017 Preliminary Plat allowed for the development of Del Rio Ranch III with 491 single-family lots on 176 acres, a density of approximately 2.78 dwelling units per acre.

A Final Plat For Del Rio Ranch III Phase 1, creating 153 lots at the southwest corner of El Mirage Road and Durango Street, was approved in May 2018. Del Rio Ranch III Phase 1 was developed by Beazer Homes.

In January 2021, the City administratively approved the applicant's request for an additional Minor PAD Amendment, reconfiguring streets within Del Rio Ranch III Phases 2 through 5 and eliminating a previously planned future connection of 125th Avenue to Buckeye Road (through the adjoining former Cashion Tank and Steel site). The elimination of the 125th Avenue connection to Buckeye Road allowed more of the property to be developed with single-family homes and, as a result, the total number of lots within the community rose by 30, from 491 to 521. A Preliminary Plat in conformance with the amended 2021 PAD was approved by the City Council in April 2021 and re-approved administratively on October 9, 2023.

The Del Rio Ranch III Phase 3 property is designated by the General Plan Land Use Map (Exhibit C) as Medium High Density Residential (MHDR). The MHDR category allows for the development of residences within a density range of four (4) to twelve (12) dwelling units per acre, with a target density of four (4). The MHDR category can accommodate the development of a variety of housing types, including single-family detached homes, single-family attached homes, townhomes, condominiums, patio homes, etc. The property's approved Planned Area Development (PAD) zoning, approved under a previous General Plan, supersedes the General Plan designation applied to the site.

The existing uses and zoning of the properties surrounding Del Rio Ranch III are as follows:

NORTH: Multiple land uses border Del Rio Ranch III to the north. From south to north, these include:

- A 22.2 net acre site that is currently vacant was rezoned to The Residences at the Agua Fria PAD with underlying Multi-Family Residential (R-3) zoning in 2021 to allow for detached single-family and duplex rentals. The site was formerly developed with Cashion Tank and Steel (CT&S), a reseller of commercial and industrial storage tanks.
- The Coldwater Springs Golf Club is adjacent to the northwestern portion of the subject property, separated from the site by Buckeye Road and the Union Pacific Railroad tracks. The golf course is

zoned PAD (Planned Area Development).

EAST: Multiple land uses border the subject property to the east. From west to east, these include:

- The Residences at the Agua Fria Planned Area Development, as described above.
- Diamond Ridge, a single-family subdivision consisting of 210 single-family homes on 45 acres, with a net density of 4.67 dwelling units per acre. Diamond Ridge began construction in 2002 with all homes being completed by 2005. The subdivision is zoned PAD.

SOUTH: Multiple land uses border the subject property to the south. From north to south, these include:

- Del Rio Ranch III phases 1 and 2.
- The Rio Vista West residential subdivision, a community of 203 residential lots on approximately 45 acres. The community was platted in segments between 1971 and 1974 and developed with homes in the mid-1970s. Rio Vista West is zoned R1-6 (Single Family Residential – Urban Residential).

WEST: The Agua Fria River. As it relates to the Del Rio Ranch III project, the development of homes will be allowed only on portions of the property located outside of the floodway or any flowage or fringe easements as determined by the Army Corps of Engineers.

SUMMARY OF REQUEST:
The applicant is requesting approval of a Final Plat for Del Rio Ranch III Phase 3 (Exhibit D). The proposed final plat is generally in conformance with the Del Rio Ranch III Preliminary Plat administratively approved on October 9, 2023, and will create 70 single-family residential lots with a minimum area of 6,960 square feet, featuring minimum widths of 58 feet and minimum depths of 120 feet on approximately 19.5 acres located at the southwest corner of Durango Street and 125th Avenue.

This Final Plat was previously approved by the City Council on October 4, 2021, but was not recorded and has since been revised. A tract was removed that was previously located between lots 342 and 343 which removed a sewer easement that is no longer needed.

Additionally, the proposed Final Plat creates nine (9) common area tracts for active and passive open space totaling approximately 3.3 acres. These tracts also include public utility easements, retention, sewer easements, and private irrigation easements. While Phase 3 will not include any formal park areas, residents within the Phase will have full access to parks and open space in other Phases of Del Rio Ranch III, including the 5.07-acre central park amenity constructed with Phase 1, which features a covered playground, full basketball court, two (2) sand volleyball courts, a ramada with picnic seating, a large turf area for active recreation, and benches throughout. Additionally, residents will have access to the community's 12-foot wide landscaped, lighted, multi-use trail, located within a 40-foot public easement along the edge of the Agua Fria River. In the future, this trail will be tied into a larger, planned regional system in the river corridor, connecting residents south to the Gila River and north to Friendship Park and beyond. Access from the elevated trail down into the Agua Fria River will be provided, offering residents opportunities to participate in riparian activities, such as bird watching and hiking.

In addition to creating lots and tracts as described above, the proposed Final Plat dedicates all rights-of-way necessary to accommodate construction of the required street improvements for Del Rio Ranch III Phase 3. Vehicular access to this phase will be from 125th Avenue along Phase 3's western boundary. The developer will construct all street improvements adjacent to and internal to Phase 3. All streets will be public.

The Del Rio Ranch III Homeowner's Association will be responsible for maintaining all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians within or adjacent to the community. The City Council will consider the adoption of Resolutions forming a Maintenance Improvement District (MID) for the Del Rio Ranch III Phase 3 subdivision as a separate agenda item. The MID mechanism allows the City to assume maintenance responsibilities for the community's open space and landscaping in the

event that the HOA goes defunct, providing for an assessment of residents to cover the maintenance costs.

PUBLIC PARTICIPATION:
Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:
The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Del Rio Ranch III Planned Area Development (PAD) and meets all conditions of these prior approvals.
- The proposed Final Plat generally conforms to the approved Preliminary Plat for Del Rio Ranch III, including conditions of approval.
- The proposed Final Plat dedicates rights-of-way and easements needed to allow the developer to complete water, sewer, and street improvements to serve the future development.

DISCUSSION:

1. The proposed Final Plat conforms with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat conforms with the Del Rio Ranch III PAD Development Plan, including conditions of approval.
3. The proposed Final Plat is in general conformance with the approved Del Rio Ranch III Preliminary Plat, including conditions of approval.
4. The conditions of approval are 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:
The City Council will **APPROVE** Application PL-21-0115 Del Rio Ranch III Phase 3, a request for approval of the Final Plat for Del Rio Ranch III Phase 3, subject to the following two (2) conditions of approval:

1. The recorded plat shall be in conformance with the Del Rio Ranch III Phase 3 Final Plat submitted electronically on August 8, 2023.
2. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

Contact person for document distribution: *Michelle Simerdla*

Exhibit A

Aerial Map

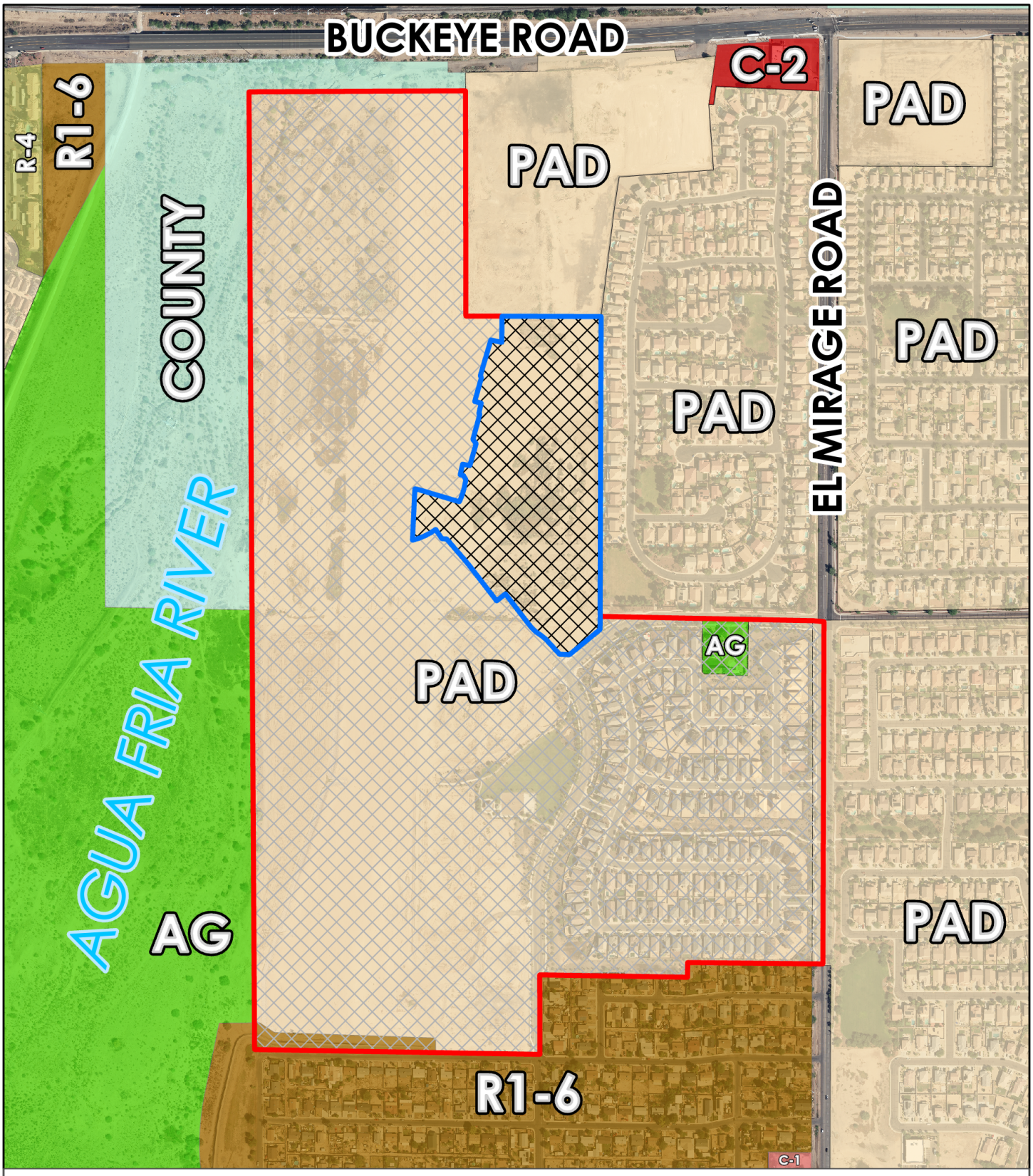
Avondale

Del Rio Ranch III

Del Rio Ranch III Phase 3

Date: 10/9/2023

Exhibit B



Zoning Vicinity

Avondale

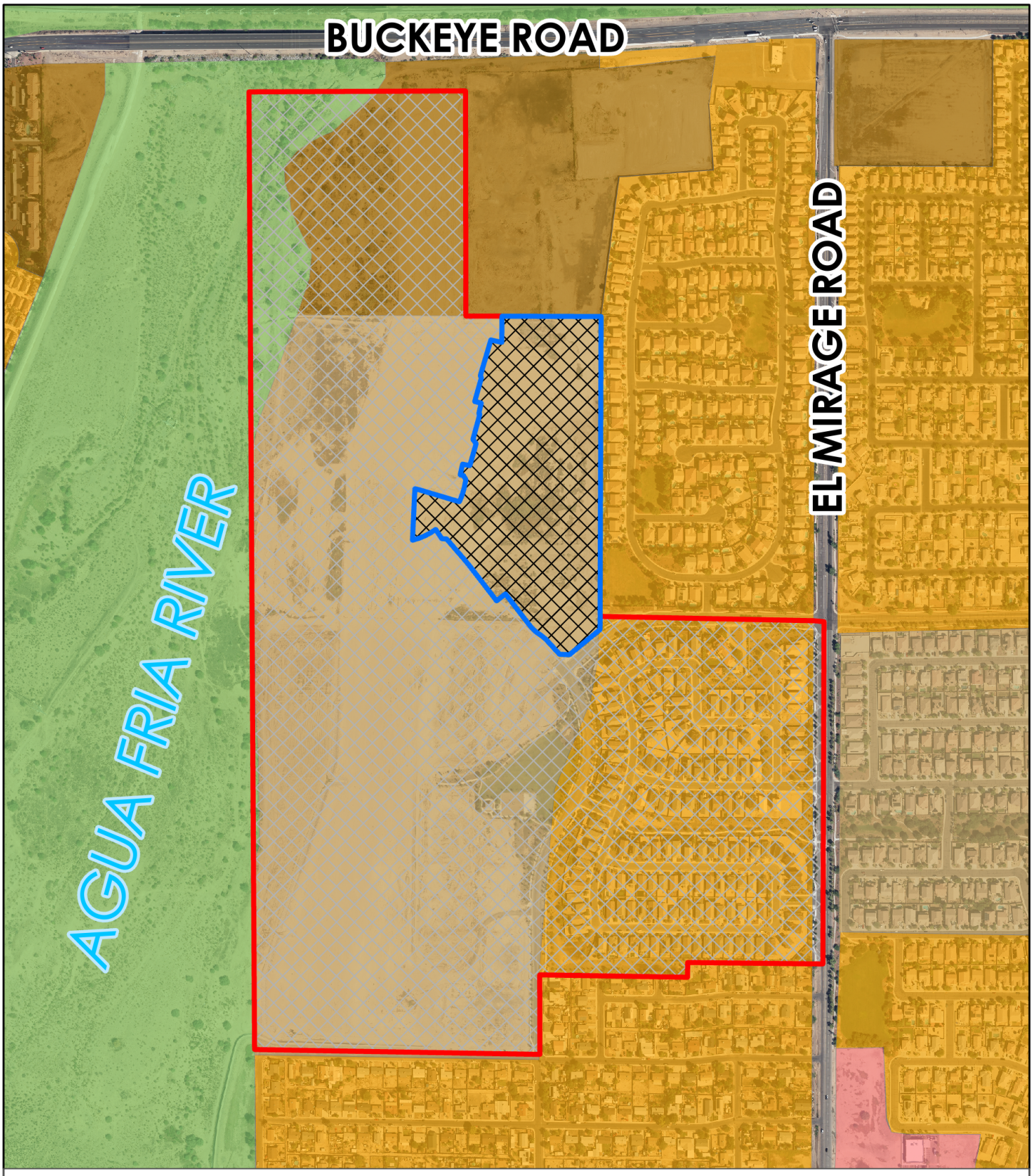
Del Rio Ranch III

Del Rio Ranch III Phase 3

N

Date: 10/3/2023

Exhibit C



General Plan Land Use

Avondale

- High Density Residential
- Local Commercial
- Medium Density Residential
- Medium/High Density Residential
- Open Space and Parks

Del Rio Ranch III

Del Rio Ranch III Phase 3

N

Date: 10/3/2023

Exhibit D
Electronically received August 8, 2023

FINAL PLAT OF
"DEL RIO III - PHASE 3"

PORTION OF THE EAST HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT DC ONE HOLDINGS INC., AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "DEL RIO III – PHASE 3" A PORTION OF THE EAST HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "DEL RIO III – PHASE 3" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF THE LOTS, STREETS, TRACTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT DC ONE HOLDINGS INC., AS OWNER, HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT-OF-WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. THE PUBLIC UTILITY EASEMENTS, WATER LINE EASEMENTS, AND SEWER LINE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF AVONDALE AS SHOWN HEREON.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS E, F, H, I, J, K, L, O & EE. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

A PRIVATE IRRIGATION EASEMENT IS HEREBY GRANTED OVER TRACT O. THIS EASEMENT IS TO BE OWNED AND MAINTAINED BY A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION.

IN WITNESS WHEREOF:

THAT DC ONE HOLDINGS INC., AS OWNER, HAS HEREUNTO CAUSED ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AGENT, THEREUNTO DULY AUTHORIZED THIS _____, DAY OF _____, 2023.

BY:_____ DATE:_____

ITS:_____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGES HIMSELF/HERSELF TO BE _____, OF DC ONE HOLDINGS INC., AS OWNER, AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____, _____
NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY, INCLUDING MEDIANS IN LOCAL AND COLLECTOR STREETS, IS TO BE MAINTAINED BY THE DEL RIO RANCH 3 HOMEOWNERS ASSOCIATION.
2. 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.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES LESS THAN 69 KV TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. ALL EXISTING OVERHEAD UTILITIES 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. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTION TO BRING THE BASINS INTO COMPLIANCE.
8. 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 THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
9. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
10. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
11. ANY STORM PIPE FROM CATCH BASIN TO RETENTION BASINS SHALL BE MAINTAINED BY THE DEL RIO RANCH 3 HOMEOWNERS ASSOCIATION.
12. NO ROADWAY IMPROVEMENTS WITHIN THE PROPOSED RIGHT-OF-WAY WITH THE EXCEPTION OF GRADING, WATER, SEWER, AND IRRIGATION INFRASTRUCTURE SHALL OCCUR UNTIL THE EXISTING SRP IRRIGATION EASEMENTS THAT ENCUMBER THE RIGHT-OF-WAY ARE ABANDONED.
13. EXISTING SRP IRRIGATION EASEMENTS 97-827492 AND 97-0775377 TO BE ABANDONED PER SEPARATE INSTRUMENT BY SRP AFTER THE PRIVATE IRRIGATION SYSTEM HAS BEEN INSTALLED.
14. BACKWATER VALVES ARE REQUIRED FOR LOTS 347 & 348.

SURVEYOR'S LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN EAST HALF OF SECTION 14, 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 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 10 MINUTES 36 SECONDS EAST, 2761.54 FEET;
THENCE NORTH 88 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14, 1028.04 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 01 DEGREE 03 MINUTES 53 SECONDS WEST, 59.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 34 DEGREES 16 MINUTES 27 SECONDS EAST, 540.00 FEET;
THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 49 SECONDS, AN ARC LENGTH OF 59.03 FEET;
THENCE SOUTH 49 DEGREES 27 MINUTES 44 SECONDS WEST, 121.64 FEET;
THENCE NORTH 86 DEGREES 27 MINUTES 11 SECONDS WEST, 45.88 FEET;
THENCE NORTH 42 DEGREES 33 MINUTES 35 SECONDS WEST, 91.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 108.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGEL OF 16 DEGREES 06 MINUTES 13 SECONDS, AN ARC LENGTH OF 30.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 192.00 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 43 SECONDS, AN ARC LENGTH OF 69.57 FEET;
THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 57.60 FEET TO SAID EAST-WEST MID-SECTION LINE;
THENCE CONTINUING NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 122.47 FEET;
THENCE SOUTH 52 DEGREES 05 MINUTES 55 SECONDS WEST, 50.00 FEET;
THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 197.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 775.00 FEET;
THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 54 SECONDS, AN ARC LENGTH OF 40.33 FEET;
THENCE NORTH 40 DEGREES 53 MINUTES 00 SECONDS WEST, 125.31 FEET;
THENCE NORTH 83 DEGREES 23 MINUTES 56 SECONDS WEST, 22.11 FEET;
THENCE NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 325.00 FEET;
THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 09 SECONDS, AN ARC LENGTH OF 117.71 FEET;
THENCE NORTH 02 DEGREES 46 MINUTES 48 SECONDS EAST, 202.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 755.00 FEET;
THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 49 SECONDS, AN ARC LENGTH OF 32.68 FEET;
THENCE SOUTH 75 DEGREES 06 MINUTES 21 SECONDS EAST, 20.22 FEET;
THENCE SOUTH 72 DEGREES 08 MINUTES 35 SECONDS EAST, 53.01 FEET;
THENCE SOUTH 72 DEGREES 59 MINUTES 22 SECONDS EAST, 53.00 FEET;
THENCE SOUTH 74 DEGREES 17 MINUTES 51 SECONDS EAST, 84.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 64 DEGREES 25 MINUTES 08 SECONDS WEST, 325.00 FEET;
THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 44 MINUTES 09 SECONDS, AN ARC LENGTH OF 83.59 FEET;
THENCE NORTH 10 DEGREES 50 MINUTES 43 SECONDS EAST, 23.11 FEET;
THENCE NORTH 33 DEGREES 10 MINUTES 47 SECONDS WEST, 21.57 FEET;
THENCE NORTH 76 DEGREES 17 MINUTES 48 SECONDS WEST, 15.27 FEET;
THENCE NORTH 13 DEGREES 37 MINUTES 57 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 14 DEGREES 11 MINUTES 26 SECONDS EAST, 905.00 FEET;
THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 07 MINUTES 23 SECONDS, AN ARC LENGTH OF 33.54 FEET;
THENCE NORTH 15 DEGREES 56 MINUTES 52 SECONDS EAST, 104.57 FEET;
THENCE NORTH 35 DEGREES 40 MINUTES 23 SECONDS WEST, 23.64 FEET;
THENCE NORTH 14 DEGREES 56 MINUTES 16 SECONDS EAST, 120.12 FEET;
THENCE NORTH 77 DEGREES 15 MINUTES 43 SECONDS WEST, 5.08 FEET
THENCE NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 615.00 FEET;
THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 50 MINUTES 41 SECONDS, AN ARC LENGTH OF 30.54 FEET;
THENCE NORTH 15 DEGREES 48 MINUTES 05 SECONDS EAST, 112.15 FEET;
THENCE NORTH 28 DEGREES 58 MINUTES 17 SECONDS WEST, 11.14 FEET;
THENCE NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 325.00 FEET;
THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 32 SECONDS, AN ARC LENGTH OF 50.72 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST, 119.74 FEET;
THENCE SOUTH 89 DEGREES 36 MINUTES 58 SECONDS EAST, 453.82 FEET;
THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST, 1368.56 FEET TO THE POINT OF BEGINNING;

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

ADRIAN M. BURCHAM, P.L.S.
REGISTRATION NO. 41282
1201 S. ALMA SCHOOL RD., SUITE #12000
MESA, AZ. 85210

REGISTERED LAND SURVEYOR
41282
ADRIAN M. BURCHAM
Expires 12/31/23
ARIZONA U.S.A.

SHEET INDEX

1.....COVER SHEET
2.....SHEET INDEX
3.....TABLES
4–5.....FINAL PLAT

OWNER

DC ONE HOLDINGS INC.
7595 E. MCDONALD DR. STE 120
SCOTTSDALE, AZ. 85250
PHONE: (602) 300-0050
CONTACT: DON SWITZENBERG

SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 892-3313
FAX: (480) 892-7051
CONTACT: ADRIAN BURCHAM, PLS

ZONING

DEL RIO PAD (PL-17-0073)

PARCEL ACREAGE

851,688 SQ. FT. OR 19.5521 AC. ±

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING=N00°10'36"E

FEMA CERTIFICATION

THIS SITE IS LOCATED WITHIN FLOOD ZONE "X" FEMA FLOOD MAP 04013C2165M DATED NOVEMBER 4, 2015. ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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 AS ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

REFERENCE DOCUMENTS

RESULTS OF SURVEY, BOOK 1011, PAGE 50 M.C.R.
"RIO VISTA WEST UNIT 2", AS SHOWN IN BOOK 174, PAGE 46, M.C.R.
"DEL RIO III – PHASE 1", AS SHOWN IN BOOK, 1426, PAGE 40, M.C.R.

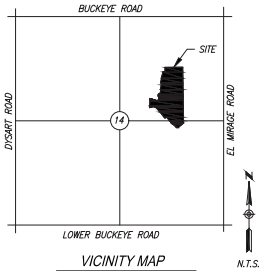
APPROVALS AND ACCEPTANCE OF DEDICATION

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

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE



VICINITY MAP
T1N, R1W, SEC 14

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com

DEL RIO III – PHASE 3
FINAL PLAT
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 08/08/23
Project Manager ADRIAN BURCHAM	Project Eng.

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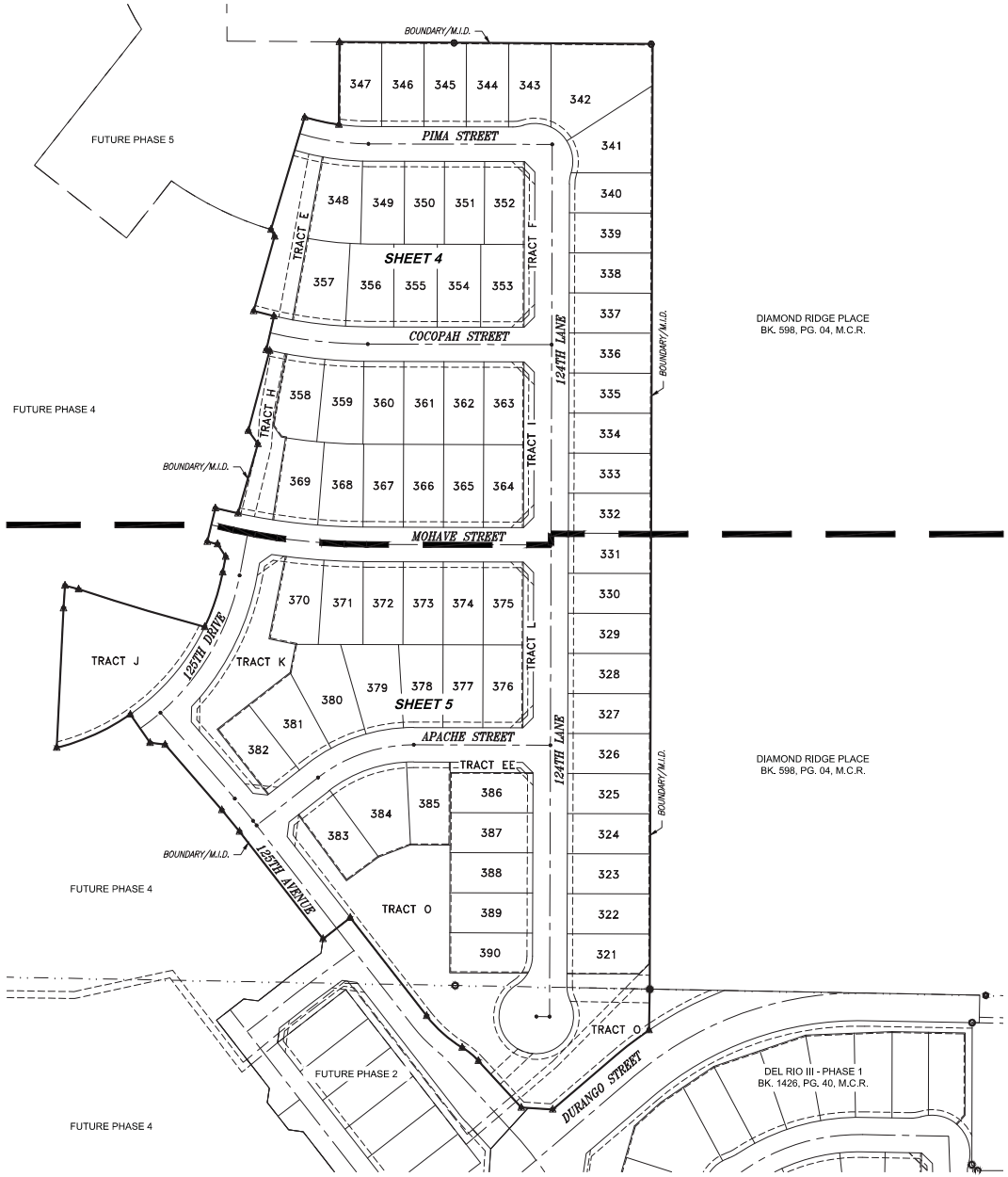
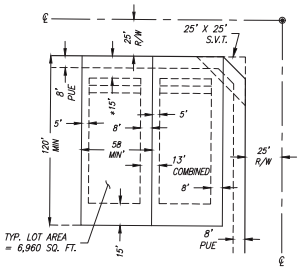


SHEET INDEX



58' LOT TYPICAL

NTS

NOTES

* 18' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE. FRONT SETBACKS TO BE STAGGERED A MINIMUM OF 3' FROM A MINIMUM OF 18' TO 21'

** MINIMUM LOT WIDTH IS 58' AND MINIMUM LOT AREA IS 6,960 SQ. FT. AS ESTABLISHED IN THE DEL RIO PAD.

LEGEND

- = MATCH LINE
- = PHASE 3 BOUNDARY/M.I.D. BOUNDARY
- = FUTURE PHASES
- = DEDICATED EASEMENT
- = EXISTING EASEMENT
- = LOT LINE
- = RIGHT OF WAY
- = CENTERLINE
- M.I.D. = MAINTENANCE IMPROVEMENT DISTRICT
- = SET REBAR W/CAP LS 41282

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com

DEL RIO III – PHASE 3
FINAL PLAT
City of Avondale, Maricopa County, Arizona

REGISTERED LAND SURVEYOR
41282
ADRIAN M. BURCHAM
ARIZONA U.S.A.

Date 08/08/23	Project Eng.
Project No. 16178	Project Manager ADRIAN BURCHAM

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LOT TABLE		
LOT #	SQUARE FEET	ACRES
321	6847.00	0.1572
322	6960.00	0.1598
323	6960.00	0.1598
324	6960.00	0.1598
325	6960.00	0.1598
326	6957.00	0.1597
327	6960.00	0.1598
328	6960.00	0.1598
329	6960.00	0.1598
330	6960.00	0.1598
331	6960.00	0.1598
332	6960.00	0.1598
333	6960.00	0.1598
334	6960.00	0.1598
335	6960.00	0.1598
336	6960.00	0.1598
337	6960.00	0.1598
338	6960.00	0.1598
339	6960.00	0.1598
340	6946.00	0.1595
341	10395.00	0.2386
342	15488.00	0.3556
343	7299.00	0.1676
344	7471.00	0.1715
345	7485.00	0.1718
346	7498.00	0.1721
347	7498.00	0.1721
348	8189.00	0.1880
349	7433.00	0.1706
350	6960.00	0.1598
351	6960.00	0.1598
352	6960.00	0.1598
353	7560.00	0.1736
354	7560.00	0.1736
355	7560.00	0.1736
356	7995.00	0.1835
357	8404.00	0.1929
358	7312.00	0.1679
359	7415.00	0.1702
360	7012.00	0.1610
361	6960.00	0.1598
362	6960.00	0.1598
363	6960.00	0.1598
364	6960.00	0.1598
365	6960.00	0.1598
366	6960.00	0.1598
367	6993.00	0.1605
368	7357.00	0.1689
369	7360.00	0.1690
370	7886.00	0.1810
371	7363.00	0.1690
372	6960.00	0.1598
373	6960.00	0.1598
374	6960.00	0.1598
375	6960.00	0.1598
376	6960.00	0.1598
377	6960.00	0.1598
378	7298.00	0.1675
379	8674.00	0.1991
380	10188.00	0.2339
381	7961.00	0.1828
382	6960.00	0.1598
383	6904.00	0.1585
384	10328.00	0.2371
385	7252.00	0.1665
386	6960.00	0.1598
387	6960.00	0.1598
388	6960.00	0.1598
389	6960.00	0.1598
390	6908.00	0.1586
TOTAL	520316.00	11.9448

TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
E	11991.00	0.2753	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
F	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	8972.00	0.2060	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
I	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	29846.00	0.6852	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
K	17489.00	0.4015	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
L	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
O	63746.00	1.4634	LANDSCAPE / RETENTION / PUBLIC UTILITY EASEMENT /SEWER EASEMENT / PRIVATE IRRIGATION EASEMENT
EE	1687.00	0.0387	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	143856.00	3.3025	

RIGHT-OF-WAY DEDICATION TABLE		
STREET CLASSIFICATION	R.O.W. DEDICATION	
	SQ. FT.	ACRES
LOCAL	187516.00	4.3047
COLLECTOR	0.00	0.0000
ARTERIAL	0.00	0.0000

AREA TABLE		
	SQUARE FEET	ACRES
LOT AREA	520316.00	11.9448
TRACT AREA	143856.00	3.3025
PUBLIC R/W	187516.00	4.3048
TOTAL	851688.00	19.5521

SERVICE	PROVIDER
WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
POWER	SALT RIVER PROJECT
TELEPHONE	CENTURYLINK
CABLE	COX COMMUNICATIONS
GAS	SOUTHWEST GAS
POLICE	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
REFUSE	CITY OF AVONDALE
ELEMENTARY	LITTLETON SCHOOL DISTRICT
HIGH SCHOOL	TOLLESON SCHOOL DISTRICT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S1°03'53"W	59.50'
L2	N86°27'11"W	45.88'
L3	N40°53'00"W	125.31'
L4	N83°23'56"W	22.11'
L5	N34°46'07"W	50.00'
L6	S75°06'21"E	20.22'
L7	S72°08'35"E	53.01'
L8	S72°59'22"E	53.00'
L9	S74°17'51"E	84.81'
L10	N10°50'43"E	23.11'
L11	N33°10'47"W	21.57'
L12	N76°17'48"W	15.27'
L13	N35°40'23"W	23.64'
L14	N12°57'24"E	50.00'
L15	N28°58'17"W	11.14'
L16	N52°05'55"E	112.81'
L17	S89°49'24"E	19.02'
L18	N10°50'43"E	62.78'
L19	N45°10'36"E	21.21'
L20	N44°49'24"W	21.21'
L21	N45°10'36"E	21.21'
L22	N44°49'24"W	21.21'
L23	N44°49'24"W	21.21'
L24	S7°05'55"W	21.21'
L25	N83°44'17"W	21.52'
L26	N1°37'57"E	22.11'
L27	N54°52'12"E	21.57'
L28	S44°49'24"E	21.21'
L29	S45°10'36"W	21.21'
L30	S34°52'20"E	20.96'
L31	S78°21'33"E	39.37'
L32	S11°14'00"W	41.64'
L33	N45°10'36"E	21.21'
L34	N13°35'29"E	104.36'
L35	N3°33'04"E	45.90'
L36	N10°31'44"E	90.50'
L37	S10°31'44"W	88.95'
L38	S3°33'04"W	46.43'
L39	S13°35'29"W	105.26'
L40	N46°57'26"E	53.79'
L41	S46°57'26"W	65.10'
L42	N49°27'48"E	78.62'
L43	N44°49'48"E	176.29'
L44	S88°56'07"E	16.68'
L45	N88°56'07"W	22.30'
L46	S44°49'48"W	158.65'
L47	S49°25'43"W	78.60'
L48	N89°49'24"W	105.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	6°15'49"	540.00'	59.03'	S52°35'39"W 59.00'
C2	16°06'13"	108.00'	30.35'	N50°36'42"W 30.25'
C3	20°45'43"	192.00'	69.57'	N48°16'57"W 69.19'
C4	2°58'54"	775.00'	40.33'	N39°23'32"W 40.33'
C5	20°45'09"	325.00'	117.71'	S65°36'27"W 117.07'
C6	2°28'49"	755.00'	32.68'	N04°01'13"E 32.68'
C7	14°44'09"	325.00'	83.59'	N18°12'47"E 83.36'
C8	2°07'23"	905.00'	33.54'	S76°52'16"E 33.53'
C9	0°26'15"	665.00'	5.08'	N77°15'43"W 5.08'
C10	2°50'41"	615.00'	30.54'	N75°37'15"W 30.53'
C11	8°56'32"	325.00'	50.72'	S77°45'40"E 50.67'
C12	2°58'54"	800.00'	41.63'	N39°23'32"W 41.63'
C13	38°04'41"	225.00'	149.53'	N71°08'15"E 146.80'
C14	44°23'10"	350.00'	271.14'	N33°02'18"E 264.41'
C15	13°59'57"	930.00'	227.23'	S82°49'26"E 226.66'
C16	12°46'48"	640.00'	142.75'	S83°26'00"E 142.46'
C17	16°32'00"	350.00'	101.00'	N81°33'24"W 100.65'
C18	44°23'10"	325.00'	251.77'	S33°02'18"W 245.52'
C19	14°00'50"	905.00'	221.35'	N82°48'59"W 220.80'
C20	12°46'48"	665.00'	148.33'	S83°26'00"E 148.02'
C21	12°46'48"	615.00'	137.18'	N83°26'00"W 136.89'
C22	16°32'00"	375.00'	108.21'	S81°33'24"E 107.84'
C23	16°32'00"	325.00'	93.78'	N81°33'24"W 93.46'
C24	17°45'10"	50.00'	15.49'	S81°18'01"W 15.43'
C25	125°30'20"	55.00'	120.48'	N44°49'24"W 97.79'
C26	17°45'10"	50.00'	15.49'	N09°03'11"E 15.43'
C27	25°18'15"	50.00'	22.08'	N12°28'31"W 21.90'
C28	262°44'21"	54.00'	247.63'	S73°45'28"E 81.05'
C29	57°26'06"	50.00'	50.12'	S28°53'39"W 48.05'
C30	38°04'41"	200.00'	132.92'	N71°08'15"E 130.49'
C31	0°47'16"	825.00'	11.34'	N40°29'22"W 11.34'
C32	32°09'25"	375.00'	210.47'	N26°55'25"E 207.72'
C33	8°16'06"	955.00'	137.82'	S85°41'21"E 137.70'
C34	38°04'41"	250.00'	166.15'	S71°08'15"W 163.11'
C35	10°15'21"	495.00'	88.60'	S84°41'44"E 88.49'
C36	0°27'01"	785.00'	6.17'	N80°56'33"W 6.17'
C37	8°32'58"	800.47'	119.44'	S85°28'44"E 119.33'

HUBBARD ENGINEERING
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DEL RIO III – PHASE 3
FINAL PLAT
City of Avondale, Maricopa County, Arizona

REGISTERED LAND SURVEYOR
41282
ADRIAN M. BURCHAM
ARIZONA U.S.A.

Project No. 16178	Date 08/08/23
Project Manager ADRIAN BURCHAM	Project Eng.

Sht: 3 of 5

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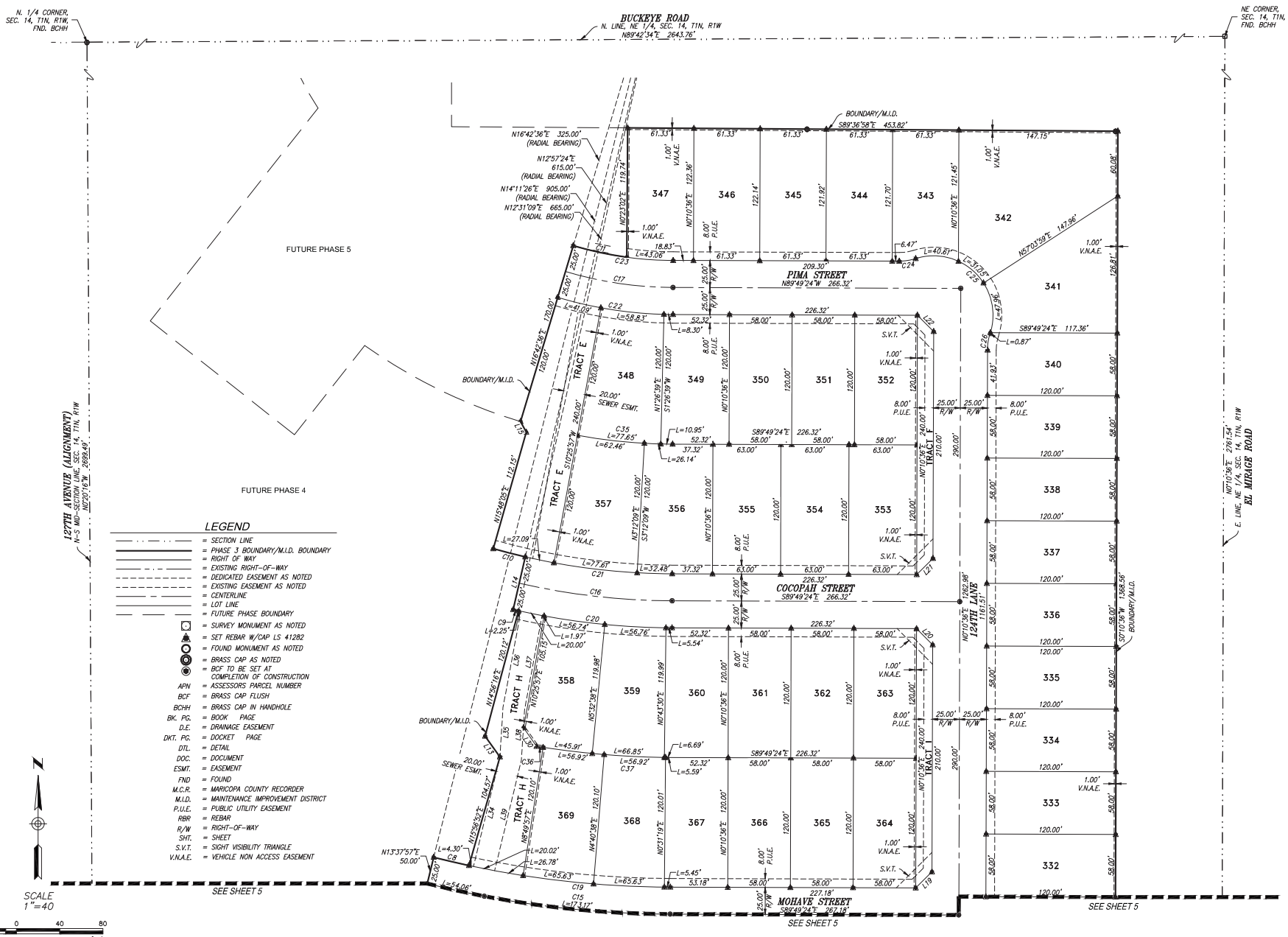

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DEL RIO III – PHASE 3
FINAL PLAT
City of Avondale, Maricopa County, Arizona

REGISTERED LAND SURVEYOR 41282 ADRIAN M. BURCHAM ARIZONA U.S.A.

Project No. 16178	Date 08/08/23
Project Manager ADRIAN BURCHAM	Project Eng.

Sht: 4 of 5

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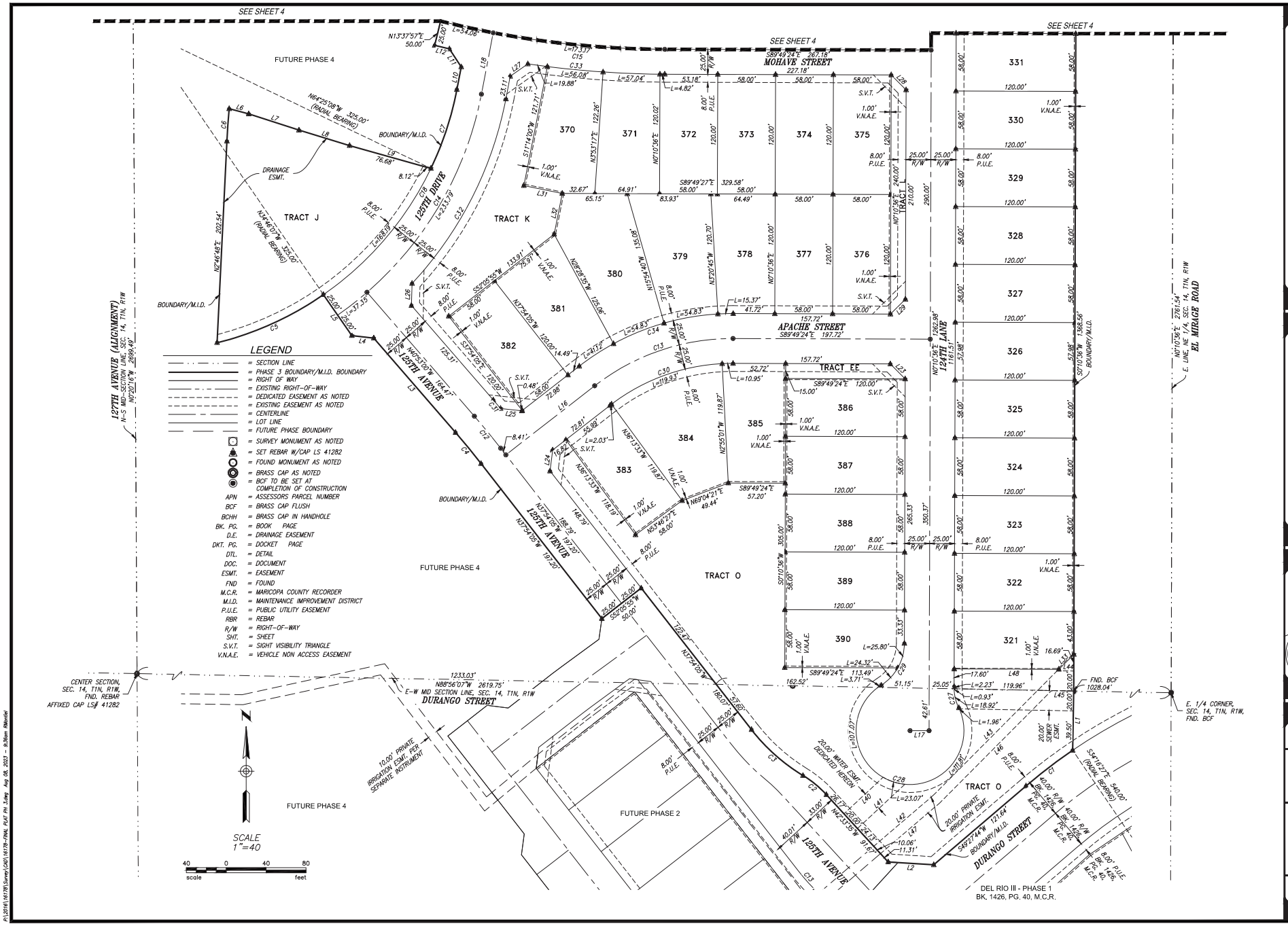

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DEL RIO III – PHASE 3
FINAL PLAT
City of Avondale, Maricopa County, Arizona

REGISTERED LAND SURVEYOR 41282 ADRIAN M. BURCHAM ARIZONA U.S.A.

Project No. 16178	Date 08/08/23
Project Manager ADRIAN BURCHAM	Project Eng.

Sht: 5 of 5

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CITY COUNCIL REPORT

ITEM NUMBER: 3.c.

SUBJECT: Resolution 1068-1123 - Amendments to the Personnel Policies and Procedures, Chapter 23 Integrity Line

MEETING DATE: 11/6/2023

TO: Mayor and Council

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

THROUGH: n/a

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: Innovate Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:
City Council will consider a request to: a) adopt Resolution 1068-1123 amending the Personnel Policies and Procedures, Chapter 23, Integrity Line; b) authorize staff to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
City Council approved the creation of the Integrity Line in May of 2022 through the adoption of Avondale Personnel Policies and Procedures, Chapter 23- Integrity. The Integrity Line provides another method for City staff to report issues involving theft, fraud, waste or abuse of City resources. Reports of concerns can be submitted via phone or online through the City's third party vendor, Answer Now, Inc.

DISCUSSION:
The Integrity Line currently operates under the City Attorney's Office. The City Attorney and the City Auditor collaborate on reviewing and tracking Integrity Line reports. When the Integrity Line was approved, the Office of the City Auditor had not been established and the City Auditor position had not been created. Since the creation of the Integrity Line, the City has appointed a City Auditor and created the Office of the City Auditor. In other municipalities, it is common for the City Auditor to oversee the Integrity Line. Staff recommends moving the administration and operation of the Integrity Line from the City Attorney's Office to the Office of the City Auditor.

When reports come in through the Integrity Line they are reviewed by the Integrity Line Review Panel to determine what appropriate action needs to take place. Currently, the Review Panel consists of the City Attorney and the City Auditor. Staff recommends adding the City Manager to the Review Panel. The City Manager should be included as appropriate action may necessitate policy and procedure changes and

direction of department heads. As the chief executive officer of the City, the City Manager should be privy to the issues identified through the Integrity Line.

Lastly, staff is seeking authorization to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor.

BUDGET IMPACT:

This item has no additional budget impact. Staff is requesting authorization to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1068-1123, approving the amendments to Chapter 23, Integrity Line and authorizing staff to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor.

Contact person for document distribution: *Barbara Coppage*

RESOLUTION NO. 1068-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 23 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO THE INTEGRITY HOTLINE.

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

SECTION 1. Chapter 23 – Integrity Line of the City of Avondale Personnel Policies and Procedures dated May 17, 2022 ("Chapter 23"), is hereby amended in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 23, adopted herein, are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO

RESOLUTION NO. 1068-1123

[Chapter 23]

See following pages.

CHAPTER 23

Integrity Line

A. Purpose of the Integrity Line

Ethics and compliance with laws, policies and regulations are priorities at the City of Avondale (see Chapter 22 Ethics Policy and Handbook). When employees have a pressing ethical or compliance concern and attempts to report these concerns to the appropriate City personnel have failed or they do not feel comfortable reporting through the normal channels, employees may use the Integrity Line to report concerns without fear of retaliation.

B. Compliance Issues

Raising concerns about non-compliance with laws, regulations and policies applicable to the City is a service to the citizens and to the community. Such reporting is part of the City's mission of "making lives better." The integrity of all staff is at the forefront of the City's effort to provide an independent outside resource for employees to report concerns requiring action.

Areas of concern may include:

1. Theft or misuse of City resources (money, time, property, etc.)
2. Corruption (e.g. conflict of interest, offering or accepting bribes)
3. Falsification of City records
4. Violations of City procurement policy or contract fraud

C. Issues Not Applicable for the Integrity Line

1. The Integrity Line should not be used to report an immediate threat to life or property. Reports submitted thorough the Integrity Line will not receive an immediate response.
2. The Integrity Line is **not** 911 or emergency service. For emergencies, dial 911.
3. The Integrity Line should not be used to report interpersonal disputes, departmental conflicts between employees and supervisors that do not pertain to allegations of criminal activity or violations of City policies or administrative procedures, unless such violations are related to the concerns in Section B above.
4. The Integrity Line is not a substitute for the City's established procedures for addressing employment related issues, such as discrimination, harassment or personnel matters. These concerns shall be reported to the City's Human Resources Department as directed by specific City policies.
5. The Integrity Line should not be used for making complaints against private businesses, unless the issue involves city operations, resources or employees.

D. Reporting Concerns

Employees wanting to report a concern using the Integrity Line may:

1. Call the third-party call center at 1-800-913-1338. The third-party call specialist will document the employee's concern and obtain additional information, as needed.
2. Report online by using this URL: Avondale Integrity Reporting Form (answernowinc.com) or by using the link provided on the City's internal website.
3. Employees who use the Integrity Line to report information about suspected conduct in good faith will be fully protected from any form of retaliation.
4. An employee may choose to remain anonymous when reporting and no effort will be made to identify the employee. However, remaining anonymous may limit the comprehensiveness of the investigation into the concern.

E. How a Reported Concern is Processed

1. Once a concern has been reported to the Integrity Line, the information (which will remain anonymous, if requested by the employee) is presented to a review panel consisting of the City Auditor, City Attorney and City Manager (the "Review Panel"). The Review Panel will examine the reported concern and recommend any of the following actions:
   a. No further action – when the reported concern is found to fall outside of the matters covered by the Integrity Line.
   b. Referral to the City's Human Resources Department – when the reported concern is personnel related.
   c. Referral to a law enforcement agency – when there is reasonable belief a crime may have been committed.
   d. Referral to the City Attorney's Office – when the reported concern raises legal issues.
   e. Additional inquiry – when additional information is needed to clarify the reported concern.
2. If additional inquiry is necessary, the Review Panel may seek the assistance of other City personnel or utilize outside legal counsel as selected by the City Attorney or City Council.
3. If the reported concern involves an allegation pertaining to the City Manager's Office or the Office of the City Auditor, the City Attorney shall notify the Mayor and the matter shall be referred to the City Attorney for the retention of outside counsel to review and investigate.
4. If the reported concern involves an allegation pertaining to the City Attorney's Office, the City Auditor or the City Manager shall notify the Mayor and outside counsel chosen by the City Council shall be retained to review and investigate.

5. If the reported concern involves an allegation pertaining to the Mayor or a member of the City Council, the City Attorney shall retain outside counsel to review and investigate.
6. When an inquiry is complete, a written report shall be prepared by the Review Panel or applicable agency or department with recommendations for disposition. A copy of the written report shall be provided to the Mayor and City Council, the City Manager and the City Attorney.

F. Cooperation

1. Employees shall fully cooperate with the initiation, scope, timing or completion of a review, inquiry or subsequent investigation.
2. When requested, employees must cooperate with the Review Panel and not interfere or hinder the City Auditor or City Attorney's ability to access, inspect and make copies of records and documents, including records and documents maintained electronically, that relate to issues being reviewed or investigated.

G. Dispositions

1. The City Auditor shall prepare a written report that provides a summary of Integrity Line calls and dispositions. A copy shall be provided to the Mayor and City Council, the City Manager, and the City Attorney.
2. The City's Marketing and Public Relations Department, in cooperation with the City Manager, City Attorney, and City Auditor shall develop the necessary forms and materials to notify employees of the Integrity Line.

CITY COUNCIL REPORT

ITEM NUMBER: 3.d.

SUBJECT: Resolution 1069-1123 - Intergovernmental Agreement with Various Agencies for the West Valley Sex Trafficking Taskforce

MEETING DATE: 11/6/2023

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 1069-1123, authorizing an Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include 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. 1069-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE AMENDED AND RESTATED 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 Amended and Restated 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 "Amended and Restated 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 cause the execution of the Amended and Restated Intergovernmental 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, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1069-1123

[Amended and Restated Agreement]

See following pages.

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

This Amended and Restated 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. SUPERVISON 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. Non-Joint Venture

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

XII. Employee Responsibility

Parties acknowledge that under this IGA an employee of one party is not to be considered an employee of another party in regard to rights of County merit, County retirement, or County personnel rules. The parties shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning the party's individual employees and shall save and hold one another harmless with respect thereto.

XIII. 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.

XIV. 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.

XV. INSURANCE

Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.

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.

XVI. 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.

XVII. 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.

XVIII. 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.

XVIV. 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.

V. 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.

XVVI. 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.

[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

ATTACHMENT A

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (*Surname*), GRADE AND DATE		TO	ACTION	SIGNATURE (*Surname*), GRADE AND DATE
1	AZDEMA-CFO	COORD	Mr. Jensen Forde Jensen Forde Digitally signed by Jensen Forde Date: 2022.12.08 15:50:34 -07'00'	6			
2	AZDEMA-Gn. Counsel	COORD	Mr. Jeremy Horn Horn, Jeremy Digitally signed by Horn, Jeremy Date: 2022.12.09 10:07:39 -07'00'	7			
3	NGAZ-DAS-COS	Review	LTC Justin Douglas	8			
4	NGAZ-TAG	Approve	MG Kerry L. Muehlenbeck	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Mr. Kyle Matthew	AZDEMA-CPO	(602) 464-6491	EJM	

SUBJECT	DATE
Border Security Fund Agreement- Avondale Police Department, Anti Human Trafficking, SWFAC	20221205

SUMMARY

Attachments

1. PURPOSE: Reimburse Avondale Police Department, acting on behalf of the Southwest Family Advocacy Center, for the costs of programs, activities and/or equipment that reduce human trafficking, and that comply with the requirements of Section 26-106, Arizona Revised Statutes.

2. BACKGROUND: General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec. 110

3. DISCUSSION: Avondale Police Department will use these funds to cover operating costs of the Southwest Family Advocacy Center, and contract with the members of the center for services that reduce human trafficking.

4. RECOMMENDATION: NGAZ-TAG approve/sign agreement.

//SIGNED//
KYLE MATTHEW
Chief Procurement Officer
Arizona Department of Emergency and Military Affairs
(602) 464-6491
kyle.matthew@azdema.gov

1 Attachment
1. M22-0052_APD_AHTGF_$499K_SWFAC.pdf

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Douglas A. Ducey
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0052

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.

CITY OF AVONDALE AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
The City of Avondale 11465 West Civic Center Drive Avondale, AZ 85323 Contact Name: Ron Corbin, City Manager Phone Number: (623) 333-1016 Email: Citymanager@avondaleaz.gov Avondale Police Department 11485 West Civic Center Drive Avondale, AZ 85323 Contact Name: Reem Nabil George, Director of the Southwest Family Advocacy Center Phone Number: (623) 333-7911 Email: RGeorge@avondaleaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Building. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

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THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE CITY OF AVONDALE** and the **AVONDALE POLICE DEPARTMENT** [hereinafter referred to together as "City", authorized to contract pursuant to A.R.S. § 9-241]. The City of Avondale for the purposes of this Agreement bears the responsibility of distributing, overseeing, and reporting on the usage of Border Security Fund funds on behalf of the partnering agencies of the **SOUTHWEST FAMILY ADVOCACY CENTER** [hereinafter referred to together as the "Center"]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Center and reimbursed by DEMA through the City pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-106, Arizona Revised Statutes.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Douglas A. Ducey
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The City of Avondale	Arizona Department of Emergency and Military Affairs
Signature Ron Corbin Ron Corbin (Jan 24, 2023 08:03 MST)	**Signature**
Printed Name **Ron Corbin**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **City Manager** **Date** Jan 24, 2023	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** 4th **Day of** February **, 20** 23

Avondale Police Department
Signature Memo Espinoza Memo Espinoza (Jan 24, 2023 08:16 MST)
Printed Name **Memo Espinoza**
Title **Chief of Police** **Date** Jan 24, 2023

ATTEST:

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Center to be reimbursed by DEMA.

1.1 The City, as the signatory to this Agreement on behalf of other law enforcement agencies cooperating on behalf of the Center, is solely responsible for the usage of Border Security Funds. Once DEMA transfers the funds under this Agreement to the City, the City is solely responsible for overseeing the funds, including any further disbursement to other law enforcement-related agencies that partner with the City, and reporting to DEMA on the usage of these funds. If the City further disburses these funds to another law enforcement-related agency, including the Center, following the initial fund transfers from DEMA, the City shall retain responsibility for any necessary information or documentation relating to the spending of these funds be made available to DEMA upon request. The City shall be DEMA's primary point of contact for any issues or information related to this Agreement or the funds transferred under it.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The City of Avondale and the Avondale Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means The City of Avondale and the Avondale Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Avondale and the Avondale Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or The City of Avondale.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

2.8. "Southwest Family Advocacy Center," "SWFAC" and/or "Center" means the organization cooperatively formed by the City of Avondale, the Town of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $499,925.99 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the City for the purposes identified in this Agreement and shall be used to supplement funds already available to the City for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	**Name: Darlene Quihuis**
Title: Director of the Southwest Family Advocacy Center	**Title: Assistant Director**
Phone: (623) 333-7911	**Phone: (602) 464-6454**
Email: RGeorge@avondaleaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	**Name: Kyle A. Matthew**
Title: Director of the Southwest Family Advocacy Center	**Title: Chief Procurement Officer**
Address: 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395	**Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008**
Phone: (623) 333-7911	**Phone: (602) 464-6491**
Email: RGeorge@avondaleaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The City of Avondale, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to

be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the City shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.

26. Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Douglas A. Ducey
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** The City of Avondale, Anti-Human Trafficking Grant Fund Program.

2. **Project Timeline:** October 1, 2022 to December 31, 2025.

3. **Purpose:**

   a. Reimburse The City of Avondale, acting on behalf of the Southwest Family Advocacy Center (SWFAC), for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements of Section 26-106 Arizona Revised Statutes.

4. **Tasks:**

   a. Purchase supplies in accordance with the budget approved by DEMA.
   b. Appoint, train, equip and reimburse Avondale Detective, Police Crime Analyst and Sergeant in positions at the Center, in accordance with the budget approved by DEMA.
   c. Make reservations for and reimburse SWFAC personnel travel costs for human-trafficking training conferences, and for out-of-state travel for investigation and case follow-up.
   d. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $499,925.99**.**

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **<u>Period of Performance</u>:** **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **<u>Period of Performance</u>:** **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the City's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

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Douglas A. Ducey
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	$201,780.00
Fringe	$4,056.00
Travel	$12,300.00
Equipment (Not Applicable)	$0
Supplies	$30,140.00
Contractual	$251,649.99
Other (Not Applicable)	$0
Total Direct Costs	**$499,925.99**
Administration (Not applicable)	$0
TOTAL (Not to Exceed)	**$499,925.99**

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

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ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2025

A. <u>Personnel:</u>

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Avondale Detective, 30 hours of overtime work/month	TBD from among current ICAC/sex crimes detectives	$21,600.00/year x 3 years	100%	$64,800.00
Part-time Police Crime Analyst, 20 hours/week	TBD	$40,560.00/year x 3 years	100%	$121,680.00
Police Sergeant, 5 hours/month	TBD from among current sergeants at the advocacy center	$5,100.00/year x 3 years	100%	$15,300.00

TOTAL PERSONNEL REQUEST	**$201,780.00**

JUSTIFICATION:

This funding will cover personnel costs for three years of a part-time crime analyst, an Avondale detective located at the Center, and an Avondale detective located at the Center. The analyst will have at least four years of experience as a crime and intelligence analyst and a bachelor's degree from an accredited university specializing in criminal justice or a related field. The analyst will meet and communicate regularly with the team and provide assistance, analysis and reports to the task force.

The Avondale detective will be a seasoned Internet Crimes Against Children (ICAC) detective located at the Center and will perform operations such as undercover stings and investigations during overtime hours dedicated to the prevention of human trafficking.

The Avondale sergeant will perform supervision and assistance with task force activities.

Utilizing current ICAC and sex crimes detectives (for Avondale and sub-contractors- Buckeye, Goodyear, and MCSO) brings the benefit of utilizing online investigations techniques, and advanced forensic interview experience learned through their current positions.

Having all detectives located at the same facility allows for better communication and coordination for the task force and any activity relating to undercover operations. In addition, utilizing overtime for current detectives allows the four agencies time to get the project started immediately. This will enable the four agencies to arrange for more permanent solutions beyond the project timeline, and plan more strategically.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Police Crime Analyst	TBD	$1,352.00/year x 3 years.		$4,056.00

TOTAL FRINGE REQUEST	**$4,056.00**

JUSTIFICATION:

Funding will provide for annually accrued sick leave only for Avondale Police Crime Analyst.

C. Travel:

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Professional Development Conference for one detective and one crime analyst.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	$1,600.00 x 2 Persons x 3 Years	$9,600.00
Out-of-state travel for one Avondale detective for case investigation and case follow-up.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	$1,350.00 x 2 Years	$2,700.00

TOTAL TRAVEL REQUEST	**$12,300.00**

JUSTIFICATION:

One detective and one part-time analyst assigned to the Center will attend one training per year for two years focused on human trafficking investigations and operations, as well as professional development. Professional development resources are designed to provide intensive training for detectives, enabling them to network with their peers nationally while providing them with the necessary knowledge of emerging trends and investigative techniques.

The out-of-state travel for detectives will permit them to follow-up on leads and interview witnesses for their investigations.

D. <u>Equipment (Over $5,000 per item): Not Applicable</u>

E. <u>Supplies: (Items Costing Less Than $5,000.00 per unit)</u>

Item(s) (1)	Rate (2)	Cost (3)
12 Burner phones	$50/Phone x 3 phones/detective x 4 detectives	$600.00
5 Computers not affiliated with any city for undercover operations- four detectives and one analyst	$1,000.00/computer x 5 computers	$5,000.00
Callyo law enforcement mobile app installed on the burner phone for each detective	$45/month x 12 months x 3 years x 4 detectives	$6,480.00

Marinus Analytics "Traffic Jam" software licensing fees	$2,300.00 x 3 years	$6,900.00
24 Hotel stays for undercover operations	$150/day x 2-day operations x 4 operations x 3 years	$3,600.00
Online dating app subscriptions for each detective, two apps per month	$20/app x 2 apps/detective x 4 detectives x 36 months	$5,760.00
Training brochures-including impressions and prints for first responder training	$1,800 for the project timeline	$1,800.00

TOTAL REQUEST	**$30,140.00**

JUSTIFICATION:

These supplies will enable detectives to work efficiently and utilize mobile applications and online forums for their undercover investigations. Callyo will provide detectives with the capability of investigating human trafficking cases online, while Traffic Jam will provide a task force with a report containing tips on potential leads on human trafficking activities in their cities.

Hotel rentals will allow detectives to conduct operations to identify potential trafficking victims. Subscriptions for dating sites assist detectives with communicating with potential victims and setting up "dates" for rescue operations.

Brochures will be printed, widely dispersed throughout the four agencies and used as a resource for first responders.

F. Contractual:

Name (1)	Service (2)	Rate (3)	Cost (4)
Buckeye Police Department	1 Buckeye detective to provide 36 months of overtime work at 30 hours per month to perform investigation and undercover operations.	$60/hour x 30 hours/month x 36 months	$64,800.00
Buckeye Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Buckeye detective to attend an annual professional development conference for three years.	$1,600.00 x 3 years	$4,800.00
Buckeye Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Buckeye detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00
Buckeye Police Department		**Subtotal**	**$72,300.00**
Goodyear Police Department	1 Goodyear detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations.	$60/hour x 30 hours/month x 36 months	$64,800.00
Goodyear Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Goodyear detective to attend an annual professional development conference over three years	$1,600.00 x 3 years	$4,800.00
Goodyear Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Goodyear detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00

Name (1)	Service (2)	Rate (3)	Cost (4)
Goodyear Police Department		**Subtotal**	**$72,300.00**
Maricopa County Sheriff's Office (MCSO)	1 MCSO Detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations	$60/hour x 30 hours/month x 36 months	$64,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, registration, lodging and per diem pay for 1 MCSO detective to attend an annual professional development conference over three years.	$1,600.00 x 3 years	$4,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, lodging and per-diem pay for out-of-state travel for 1 MCSO detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00
Maricopa County Sheriff's Office (MCSO)		**Subtotal**	**$72,300.00**
Dr. Dominique Roe-Sepowitz, ASU	Training for all first-responders for the four partner agencies	$650.00/training x 15 trainings	$9,750.00
Dr. Dominique Roe-Sepowitz, ASU	Annual evaluation of data, analysis and report.	$8,333.33 x 3 years	$24,999.99
Dr. Dominique Roe-Sepowitz, ASU		**Subtotal**	**$34,749.99**

TOTAL CONTRACTUAL REQUEST	**$251,649.99**

JUSTIFICATION:

The sub-grantees, Buckeye, Goodyear and MCSO will perform the same duties as the Avondale detective, enabling them to investigate potential trafficking cases, coordinate efforts with one another, and create the human trafficking task force, among other activities.

Funds for training will be used to train all first responders. The annual evaluation will compile data in a report for future permanent funding of human trafficking operations and will be used to show the community's needs.

The contract with Mrs. Roe-Sepowitz will provide training for staff and law enforcement officers at various locations in the west valley to accommodate all four law enforcement agencies totaling five training sessions per year for three years (15 total training sessions X $650 a day, federal rate), for a total of $9,750. The training sessions for first responders will include the following:

400 Officers
45 Center staff
75 Dispatchers
250 Fire personnel
50 Other direct service staff
100 Other law enforcement partners

Mrs. Roe-Sepowitz will gather and evaluate data from the previous year, including the number of crime victims served, the number of investigations completed, the number of cases submitted for prosecution, gaps in service, demographics of victims, and defendants and any recommendation for additional services and any other relevant information that will be presented in a report annually to the Steering Committee. The cost for the collection of data and report writing per year is $8,333.33 x 3 years, totaling $24,999.00.

G. <u>Other: Not Applicable</u>

H. <u>Total Direct Charges:</u>

TOTAL DIRECT CHARGES	**$499,925.99**

I. <u>Administration: Not Applicable</u>

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	**$499,925.99**

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	$67,260.00	$67,260.00	$67,260.00	**$201,780.00**
Fringe	$1,352.00	$1,352.00	$1,352.00	**$4,056.00**
Travel	$4,550.00	$4,550.00	$3,200.00	**$12,300.00**
Equipment				
Supplies	$14,980.00	$7,580.00	$7,580.00	**$30,140.00**
Contractual	$85,233.33	$85,233.33	$81,183.33	**$251,649.99**
Other				
Total Direct Charges	$173,375.33	$165,975.33	$160,575.33	**$499,925.99**
Administration				
Total Project Costs	**$173,375.33**	**$165,975.33**	**$160,575.33**	**$499,925.99**

*FOR FUTURE REQUESTED YEARS

CITY COUNCIL REPORT

ITEM NUMBER: 3.e.

SUBJECT: Resolution 1070-1123 – Grant Acceptance of a Phoenix Urban Area Security Initiative Grant from the Arizona Department of Homeland Security

MEETING DATE: 11/6/2023

TO: Mayor and Council

FROM: Dale Nannenga, Public Safety Chief

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

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

STRATEGIC PLAN:
Public Health and Safety

PURPOSE:
City Council will consider a request to adopt Resolution 1070-1123, authorizing the acceptance of an Urban Area Security Initiative Grant from the Arizona Department of Homeland Security (AZDOHS) relating to the Terrorism Liaison Officer sustainment 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 Office of Public Safety submitted a 2023 Phoenix Urban Area Security Initiative Grant Application through the Arizona Department of Homeland Security titled “Avondale Fire-Medical Department TLO Grant project.” The purpose of our application was to help sustain and maintain the Avondale Fire-Medical Department's Terrorism Liaison Officer (TLO) program by providing a replacement vehicle.

DISCUSSION:
This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the City of Avondale and to specify the rights and responsibilities of the City of Avondale as the recipient of these funds. The TLO has the ability to respond to areas of concern within the City of Avondale and the West Valley. On September 20, 2023, the City of Avondale was awarded $73,000 through the U.S. Department of Homeland Security Grant. The awarded funds will be used for the purchase of a new TLO Vehicle. It is understood and agreed that the total amount of funds used under this Agreement shall be used only for the project as described in the application and award documentation. Payment made by the AZDOHS to the City of Avondale shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the City of Avondale. This Agreement shall become effective on October 1, 2023, and shall terminate on September 30, 2024.

BUDGET IMPACT:

The funding provided by the Arizona Department of Homeland Security will require an expenditure appropriation transfer of $73,000 from the grant contingency account to the Fire Department budget to provide the expenditure authority for the grant.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the Agreement between the Arizona Department of Homeland Security and the City of Avondale.

Contact person for document distribution: *Dale Nannenga*

RESOLUTION NO. 1070-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO TERRORISM LIAISON OFFICER SUSTAINMENT AND ENHANCEMENT.

WHEREAS, the Arizona Department of Homeland Security ("AZDOHS") has awarded the City of Avondale an Urban Area Security Initiative Grant in the amount of $73,000 for the Terrorism Liaison Officer Sustainment and Enhancement Program (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $73,000.00; and (ii) the execution of a subrecipient agreement between the AZDOHS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1070-1123

[Agreement]

See following pages.

SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230800-01

Between

The Arizona Department of Homeland Security

And

Avondale, City of (UEI: GDTNM5BLN9Y4)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"Avondale Fire-Medical Department TLO Grant project"** and funded at **$73,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$73,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. Nonsupplanting Agreement Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq*.; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, 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 to any person (including death) or property damage, but only to the extent 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. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Print Name & Title Above	Susan Dzbanko, Interim Director
Enter Date Above	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY COUNCIL REPORT

ITEM NUMBER: 3.f.

SUBJECT: Resolution 1071-1123 – Grant Acceptance of a Victims of Crime Act (VOCA) Grant from the Arizona Department of Public Safety

MEETING DATE: 11/6/2023

TO: Mayor and Council

FROM: Dale Nannega, Public Safety Chief

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

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

STRATEGIC PLAN:
Public Health and Safety

PURPOSE:
City Council will consider a request to adopt Resolution 1071-1123 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of $300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2023 through September 30, 2024 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 Southwest Family Advocacy Center (SWFAC) is a partnership among the cities of Avondale, Buckeye, and Goodyear and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center provides a child and family focused multi-disciplinary program that includes representatives from law enforcement, child protection, prosecution, mental health, medical and victim advocacy.

Since 2015, the Avondale Police Department / SWFAC has applied for and been awarded the VOCA Grant that provides funding for therapy services to victims of crime who were served by the partnering agencies at the Center. Since the inception of this grant, the SWFAC mental health trauma therapists have provided over 12,746 hours of counseling services to victims of Avondale, Buckeye, Goodyear, and the western jurisdiction of Maricopa County.

DISCUSSION:
This new grant of $300,810 provides continued funding to employ two full-time licensed trauma therapists, who are City of Avondale employees, one full time contracted licensed clinical supervisor/therapist, training, and counseling materials until September 30, 2024. This grant extends the services provided by the SWFAC to members of our community who are victims of crimes. The full-time therapists' role will be to provide evidence-based trauma therapy to clients, which will help them process the trauma and develop coping skills to handle PTSD.

BUDGET IMPACT:

The VOCA grant has been awarded for a one-year time period from October 1, 2023 until September 23, 2024. An estimate of the funding provided by the Arizona Department of Public Safety and the City's local matching funds were included in the FY2024 adopted budget under Regional Family Advocacy Fund (Fund 2810). A budget transfer from grant contingency is needed to appropriate the full grant award. Counseling positions are contingent upon continued VOCA grant funding.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of $300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2023 through September 30, 2024 and authorize a budget transfer from grant contingency as needed.

Contact person for document distribution: *Dale Nannenga*

RESOLUTION NO. 1071-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A VICTIMS OF CRIME ACT GRANT FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY RELATING TO CRIME VICTIM ASSISTANCE.

WHEREAS, the Arizona Department of Public Safety ("AZDPS"), has awarded the City of Avondale a Victims of Crime Act Grant in the amount of $300,810 with a local match of $75,203 to assist with providing crime victim assistance (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $300,810.00; (ii) the expenditure of a local match in an amount not to exceed $75,203; and (iii) the execution of a subrecipient agreement between the AZDPS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1071-1123

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# ISA-ARPA-DPS-050123-01
CFDA #21.027
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Avondale Police Department/Southwest Family Advocacy Center

ADDRESS: 2333 N PebbleCreek Pkwy. Suite A-200

CITY: Goodyear STATE: Arizona ZIP: 85395-9046

PROJECT TITLE: Southwest Family Advocacy Center Victim Counseling Renewal

AWARD AMOUNT: $300,810

REQUIRED MATCH (NON-FEDERAL SOURCE): $75,203

PROJECT PERIOD: 10/01/2023 to 09/30/2024

PROJECT PURPOSE: To provide assistance to victims of crime.

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

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

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

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201

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

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

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

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2023 - 9/30/2024	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	Total
Personnel - Salary	$246,321	$0	$0	$246,321
Personnel - Fringe Benefits	$47,623	$0	$0	$47,623
Contractual Services	$0	$0	$0	$0
Mileage	$0	$0	$0	$0
Training	$3,986	$0	$0	$3,986
Capital Equipment	$0	$0	$0	$0
Other Expenses	$2,880	$0	$0	$2,880
Total	$300,810	$0	$0	$300,810

Match Amount

Budget line items	10/1/2023 - 9/30/2024	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	Total
Personnel - Salary	$0	$0	$0	$0
Personnel - Fringe Benefits	$0	$0	$0	$0
Volunteers	$3,600	$0	$0	$3,600
Contractual Services	$0	$0	$0	$0
Mileage	$0	$0	$0	$0
Training	$0	$0	$0	$0
Capital Equipment	$0	$0	$0	$0
Other Expenses	$71,603	$0	$0	$71,603
Match Waiver	$0	$0	$0	$0
Total	$75,203	$0	$0	$75,203

For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Ron Corbin

Date

Approved as to form:

Attorney for Subrecipient (optional)

CITY COUNCIL REPORT

ITEM NUMBER: 3.g.

SUBJECT: Resolutions 1072-1123 and 1073-1123 – Del Rio III Phase 3 Maintenance Improvement District #26

MEETING DATE: 11/6/2023

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: Creative and Sustainable Community Development

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

PURPOSE:
City Council will consider a request to a) approve the Petition for Formation; (b) adopt Resolution 1072-1123 declaring its intention to form the City of Avondale Maintenance Improvement District No. 26, Del Rio Ranch III Phase 3, providing for the assessment; (c) adopt Resolution 1073-1123 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests, or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, private streets within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of $0.00 will be displayed on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for the formation of the City of Avondale Maintenance Improvement District No. 26, Del Rio Ranch III Phase 3, northeast corner of Durango Street and 125th Avenue, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

The Council previously approved MID No. 26 on October 4, 2021. However, the MID was not recorded.

PUBLIC PARTICIPATION:
Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:
The Planning Commission does not review MID applications.

ANALYSIS:
The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved by the Development Services Department, which recommends that City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner's Association fails.

DISCUSSION:
The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale's Subdivision Regulations and State statute governing Maintenance Improvement District formation.

BUDGET IMPACT:
There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:
Staff recommends Council **ADOPT** a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 26, Del Rio III Phase 3, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by the City Council and recorded with the Maricopa County Recorder's Office prior to the recordation of the Maintenance Improvement District; and
2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Contact person for document distribution: *Michelle Simerdla*

RESOLUTION 1072-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 26 – DEL RIO RANCH III – PHASE III, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the "City") has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 26 – Del Rio Ranch III – Phase III (the "Assessment District") over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the "Assessment Diagram") attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said activities shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District are incidental to the maintenance and preservation of the public roadways and parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district tend to preserve the structural integrity of the public streets and parkway and mitigate flooding of adjacent areas by draining water to and from the public streets and parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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

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

SECTION 2. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the "Work") to be performed: The operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer's estimate for the City of Avondale Maintenance Improvement District No. 26 – Del Rio Ranch III – Phase III, filed with the City Clerk prior to the adoption of this Resolution (the "Plans and Specifications"), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in

the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 26 – Del Rio Ranch III – Phase III.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1072-1123

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT LEGAL DESCRIPTION &
EXHIBIT MAP FOR DEL RIO RANCH III

A PORTION OF LAND LOCATED IN EAST HALF OF SECTION 14, 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 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 10 MINUTES 36 SECONDS EAST, 2761.54 FEET;

THENCE NORTH 88 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14, 1028.04 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 01 DEGREE 03 MINUTES 53 SECONDS WEST, 59.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 34 DEGREES 16 MINUTES 27 SECONDS EAST, 540.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 49 SECONDS, AN ARC LENGTH OF 59.03 FEET;

THENCE SOUTH 49 DEGREES 27 MINUTES 44 SECONDS WEST, 121.64 FEET;

THENCE NORTH 86 DEGREES 27 MINUTES 11 SECONDS WEST, 45.88 FEET;

THENCE NORTH 42 DEGREES 33 MINUTES 35 SECONDS WEST, 91.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 108.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGEL OF 16 DEGREES 06 MINUTES 13 SECONDS, AN ARC LENGTH OF 30.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 192.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 43 SECONDS, AN ARC LENGTH OF 69.57 FEET;

THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 57.60 FEET TO SAID EAST-WEST MID-SECTION LINE;

THENCE CONTINUING NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 122.47 FEET;

THENCE SOUTH 52 DEGREES 05 MINUTES 55 SECONDS WEST, 50.00 FEET;

THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 197.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 775.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 54 SECONDS, AN ARC LENGTH OF 40.33 FEET;
THENCE NORTH 40 DEGREES 53 MINUTES 00 SECONDS WEST, 125.31 FEET;

THENCE NORTH 83 DEGREES 23 MINUTES 56 SECONDS WEST, 22.11 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 09 SECONDS, AN ARC LENGTH OF 117.71 FEET;

THENCE NORTH 02 DEGREES 46 MINUTES 48 SECONDS EAST, 202.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 755.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 49 SECONDS, AN ARC LENGTH OF 32.68 FEET;

THENCE SOUTH 75 DEGREES 06 MINUTES 21 SECONDS EAST, 20.22 FEET;

THENCE SOUTH 72 DEGREES 08 MINUTES 35 SECONDS EAST, 53.01 FEET;

THENCE SOUTH 72 DEGREES 59 MINUTES 22 SECONDS EAST, 53.00 FEET;

THENCE SOUTH 74 DEGREES 17 MINUTES 51 SECONDS EAST, 84.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 64 DEGREES 25 MINUTES 08 SECONDS WEST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 44 MINUTES 09 SECONDS, AN ARC LENGTH OF 83.59 FEET;

THENCE NORTH 10 DEGREES 50 MINUTES 43 SECONDS EAST, 23.11 FEET;

THENCE NORTH 33 DEGREES 10 MINUTES 47 SECONDS WEST, 21.57 FEET;

THENCE NORTH 76 DEGREES 17 MINUTES 48 SECONDS WEST, 15.27 FEET;

THENCE NORTH 13 DEGREES 37 MINUTES 57 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 14 DEGREES 11 MINUTES 26 SECONDS EAST, 905.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 07 MINUTES 23 SECONDS, AN ARC LENGTH OF 33.54 FEET;

THENCE NORTH 15 DEGREES 56 MINUTES 52 SECONDS EAST, 104.57 FEET;

THENCE NORTH 35 DEGREES 40 MINUTES 23 SECONDS WEST, 23.64 FEET;

THENCE NORTH 14 DEGREES 56 MINUTES 16 SECONDS EAST, 120.12 FEET THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 12 DEGREES 31 MINUTES 09 SECONDS EAST, 665.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 26 MINUTES 15 SECONDS, AN ARC LENGTH OF 5.08 FEET;

THENCE NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 615.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 50 MINUTES 41 SECONDS, AN ARC LENGTH OF 30.54 FEET;

THENCE NORTH 15 DEGREES 48 MINUTES 05 SECONDS EAST, 112.15 FEET;

THENCE NORTH 28 DEGREES 58 MINUTES 17 SECONDS WEST, 11.14 FEET;

THENCE NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 32 SECONDS, AN ARC LENGTH OF 50.72 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST, 119.74 FEET;

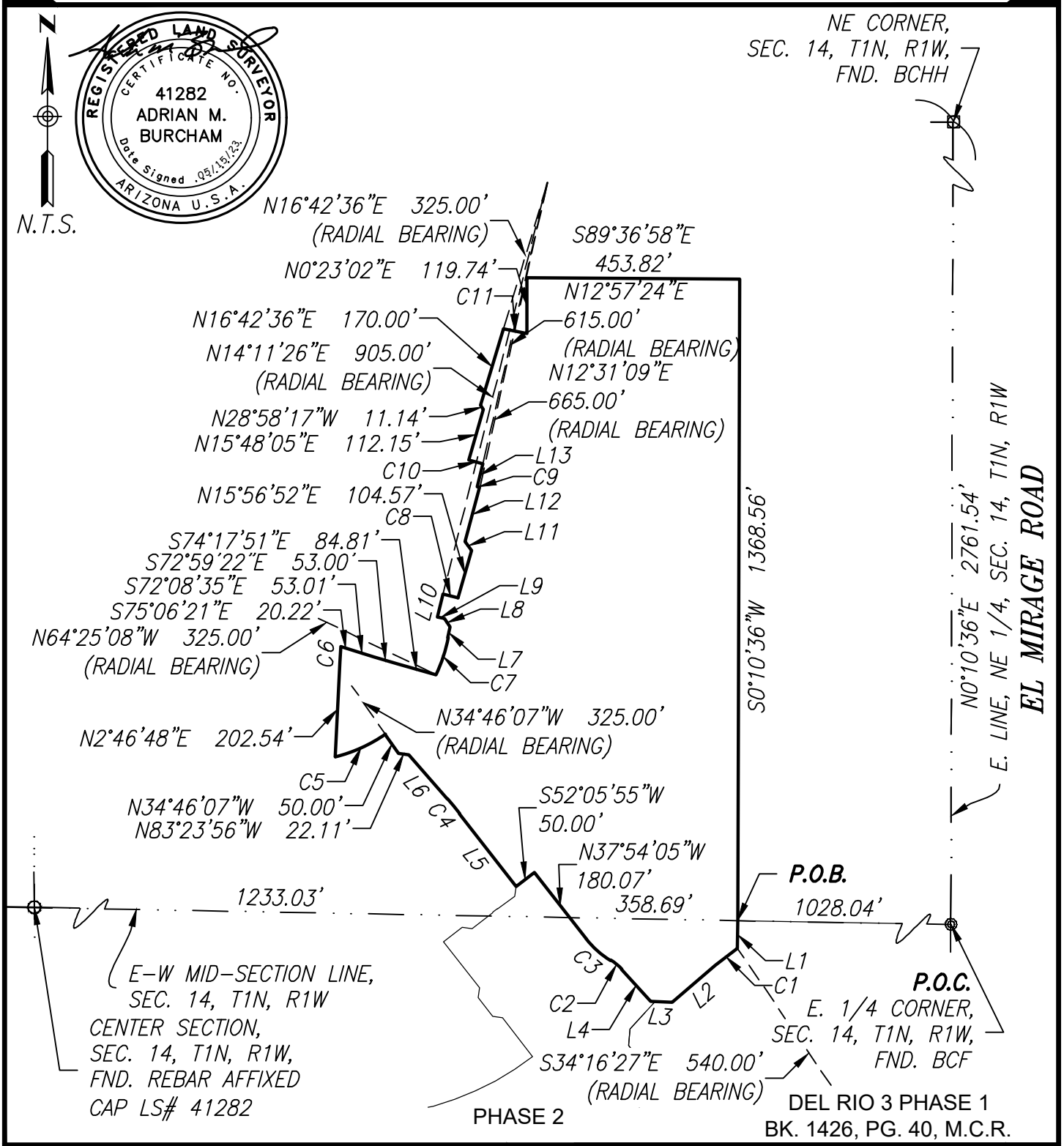
THENCE SOUTH 89 DEGREES 36 MINUTES 58 SECONDS EAST, 453.82 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST, 1368.56 FEET
TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 851,709 SQUARE FEET OR 19.5526 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 09/04/21
ARIZONA U.S.A.

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com



MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 1 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

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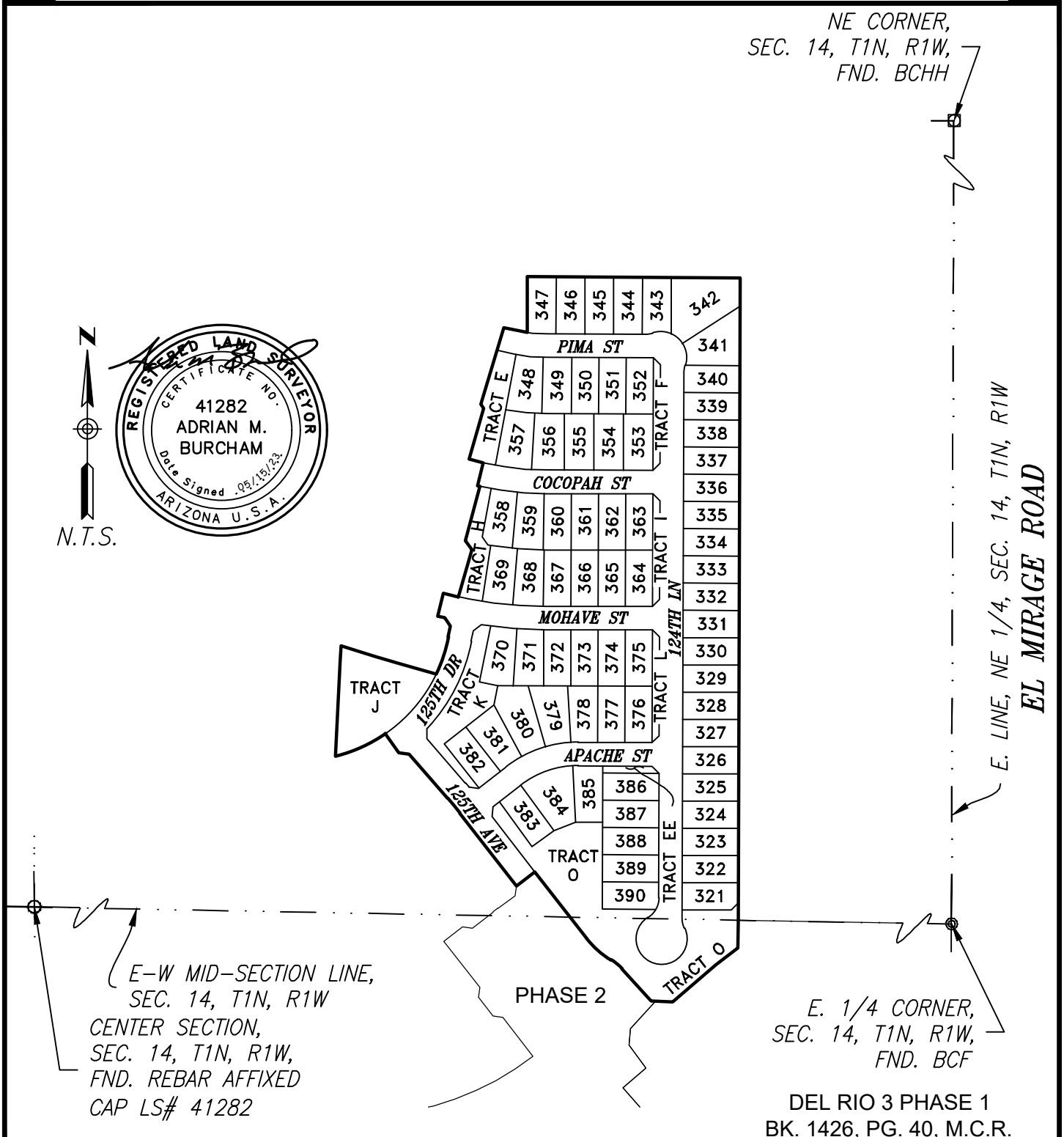

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 2 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

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LINE TABLE		
LINE #	BEARING	LENGTH
L1	S1°03'53"W	59.50'
L2	S49°27'44"W	121.64'
L3	N86°27'11"W	45.88'
L4	N42°33'35"W	91.67'
L5	N37°54'05"W	197.20'
L6	N40°53'00"W	125.31'
L7	N10°50'43"E	23.11'

LINE TABLE		
LINE #	BEARING	LENGTH
L8	N33°10'47"W	21.57'
L9	N76°17'48"W	15.27'
L10	N13°37'57"E	50.00'
L11	N35°40'23"W	23.64'
L12	N14°56'16"E	120.12'
L13	N12°57'24"E	50.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	6°15'49"	540.00'	59.03'	S52°35'39"W 59.00'
C2	16°06'13"	108.00'	30.35'	N50°36'42"W 30.25'
C3	20°45'43"	192.00'	69.57'	N48°16'57"W 69.19'
C4	2°58'54"	775.00'	40.33'	N39°23'32"W 40.33'
C5	20°45'09"	325.00'	117.71'	S65°36'27"W 117.07'
C6	2°28'49"	755.00'	32.68'	N04°01'13"E 32.68'
C7	14°44'09"	325.00'	83.59'	N18°12'47"E 83.36'
C8	2°07'23"	905.00'	33.54'	S76°52'16"E 33.53'
C9	0°26'15"	665.00'	5.08'	N77°15'43"W 5.08'
C10	2°50'41"	615.00'	30.54'	N75°37'15"W 30.53'
C11	8°56'32"	325.00'	50.72'	S77°45'40"E 50.67'

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 3 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

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TRACT TABLE			
TRACT	**SQUARE FEET**	**ACRES**	**USAGE**
E	11991.00	0.2753	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
F	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	8972.00	0.2060	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
I	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	29846.00	0.6852	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
K	17489.00	0.4015	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
L	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
O	63746.00	1.4634	LANDSCAPE / RETENTION / PUBLIC UTILITY EASEMENT /SEWER EASEMENT / PRIVATE IRRIGATION EASEMENT
EE	1687.00	0.0387	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	143856.00	3.3025	

EASEMENT	
PUBLIC UTITLITY EASEMENT	SEWER EASEMENT
VEHICAL NON ACCESS EASEMENT	FLOODWAY FLOWAGE EASEMENT
SIGHT VISIBLITY TRIANGLE	PUBLIC TRAIL EASEMENT
WATER EASEMENT	PRIVATE IRRIGATION EASEMENT

NOTE:

THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ADRIAN M.
BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 4 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
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LOT TABLE		
LOT #	SQUARE FEET	ACRES
321	6847.00	0.1572
322	6960.00	0.1598
323	6960.00	0.1598
324	6960.00	0.1598
325	6960.00	0.1598
326	6957.00	0.1597
327	6960.00	0.1598
328	6960.00	0.1598
329	6960.00	0.1598
330	6960.00	0.1598
331	6960.00	0.1598
332	6960.00	0.1598
333	6960.00	0.1598
334	6960.00	0.1598
335	6960.00	0.1598
336	6960.00	0.1598
337	6960.00	0.1598
338	6960.00	0.1598
339	6960.00	0.1598
340	6946.00	0.1595
341	10395.00	0.2386
342	15488.00	0.3556
343	7299.00	0.1676
344	7471.00	0.1715
345	7485.00	0.1718
346	7498.00	0.1721

LOT TABLE		
LOT #	SQUARE FEET	ACRES
347	7498.00	0.1721
348	8189.00	0.1880
349	7433.00	0.1706
350	6960.00	0.1598
351	6960.00	0.1598
352	6960.00	0.1598
353	7560.00	0.1736
354	7560.00	0.1736
355	7560.00	0.1736
356	7995.00	0.1835
357	8404.00	0.1929
358	7312.00	0.1679
359	7415.00	0.1702
360	7012.00	0.1610
361	6960.00	0.1598
362	6960.00	0.1598
363	6960.00	0.1598
364	6960.00	0.1598
365	6960.00	0.1598
366	6960.00	0.1598
367	6993.00	0.1605
368	7357.00	0.1689
369	7360.00	0.1690
370	7886.00	0.1810
371	7363.00	0.1690
372	6960.00	0.1598

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 5 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

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LOT TABLE		
LOT #	SQUARE FEET	ACRES
373	6960.00	0.1598
374	6960.00	0.1598
375	6960.00	0.1598
376	6960.00	0.1598
377	6960.00	0.1598
378	7298.00	0.1675
379	8674.00	0.1991
380	10188.00	0.2339
381	7961.00	0.1828
382	6960.00	0.1598
383	6904.00	0.1585
384	10328.00	0.2371
385	7252.00	0.1665
386	6960.00	0.1598
387	6960.00	0.1598
388	6960.00	0.1598
389	6960.00	0.1598
390	6908.00	0.1586
TOTAL	520316.00	11.9448

REGISTERED LAND SURVEYOR
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ADRIAN M.
BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAME
RIGHT-OF-WAY	187513.00	4.3047	124TH LANE / 125TH AVENUE / 125TH DRIVE / APACHE STREET / MOHAVE STREET / COCOPAH STREET / PIMA STREET
TOTAL	187513.00	4.3047	

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 6 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

RESOLUTION 1073-1123

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 26 – DEL RIO RANCH III – PHASE III; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the "City Council") has adopted Resolution 1072-1123 declaring its intent to form the City of Avondale Maintenance Improvement District No. 26 – Del Rio Ranch III – Phase III; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 26 – Del Rio Ranch III – Phase III (the "District") as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and on file with the

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures to be assessed, shall pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1073-1123

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT LEGAL DESCRIPTION &
EXHIBIT MAP FOR DEL RIO RANCH III

A PORTION OF LAND LOCATED IN EAST HALF OF SECTION 14, 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 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 10 MINUTES 36 SECONDS EAST, 2761.54 FEET;

THENCE NORTH 88 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14, 1028.04 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 01 DEGREE 03 MINUTES 53 SECONDS WEST, 59.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 34 DEGREES 16 MINUTES 27 SECONDS EAST, 540.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 49 SECONDS, AN ARC LENGTH OF 59.03 FEET;

THENCE SOUTH 49 DEGREES 27 MINUTES 44 SECONDS WEST, 121.64 FEET;

THENCE NORTH 86 DEGREES 27 MINUTES 11 SECONDS WEST, 45.88 FEET;

THENCE NORTH 42 DEGREES 33 MINUTES 35 SECONDS WEST, 91.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 108.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGEL OF 16 DEGREES 06 MINUTES 13 SECONDS, AN ARC LENGTH OF 30.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 192.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 43 SECONDS, AN ARC LENGTH OF 69.57 FEET;

THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 57.60 FEET TO SAID EAST-WEST MID-SECTION LINE;

THENCE CONTINUING NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 122.47 FEET;

THENCE SOUTH 52 DEGREES 05 MINUTES 55 SECONDS WEST, 50.00 FEET;

THENCE NORTH 37 DEGREES 54 MINUTES 05 SECONDS WEST, 197.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 775.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 54 SECONDS, AN ARC LENGTH OF 40.33 FEET;
THENCE NORTH 40 DEGREES 53 MINUTES 00 SECONDS WEST, 125.31 FEET;

THENCE NORTH 83 DEGREES 23 MINUTES 56 SECONDS WEST, 22.11 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 34 DEGREES 46 MINUTES 07 SECONDS WEST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 45 MINUTES 09 SECONDS, AN ARC LENGTH OF 117.71 FEET;

THENCE NORTH 02 DEGREES 46 MINUTES 48 SECONDS EAST, 202.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 755.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 49 SECONDS, AN ARC LENGTH OF 32.68 FEET;

THENCE SOUTH 75 DEGREES 06 MINUTES 21 SECONDS EAST, 20.22 FEET;

THENCE SOUTH 72 DEGREES 08 MINUTES 35 SECONDS EAST, 53.01 FEET;

THENCE SOUTH 72 DEGREES 59 MINUTES 22 SECONDS EAST, 53.00 FEET;

THENCE SOUTH 74 DEGREES 17 MINUTES 51 SECONDS EAST, 84.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 64 DEGREES 25 MINUTES 08 SECONDS WEST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 44 MINUTES 09 SECONDS, AN ARC LENGTH OF 83.59 FEET;

THENCE NORTH 10 DEGREES 50 MINUTES 43 SECONDS EAST, 23.11 FEET;

THENCE NORTH 33 DEGREES 10 MINUTES 47 SECONDS WEST, 21.57 FEET;

THENCE NORTH 76 DEGREES 17 MINUTES 48 SECONDS WEST, 15.27 FEET;

THENCE NORTH 13 DEGREES 37 MINUTES 57 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 14 DEGREES 11 MINUTES 26 SECONDS EAST, 905.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 07 MINUTES 23 SECONDS, AN ARC LENGTH OF 33.54 FEET;

THENCE NORTH 15 DEGREES 56 MINUTES 52 SECONDS EAST, 104.57 FEET;

THENCE NORTH 35 DEGREES 40 MINUTES 23 SECONDS WEST, 23.64 FEET;

THENCE NORTH 14 DEGREES 56 MINUTES 16 SECONDS EAST, 120.12 FEET THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 12 DEGREES 31 MINUTES 09 SECONDS EAST, 665.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 26 MINUTES 15 SECONDS, AN ARC LENGTH OF 5.08 FEET;

THENCE NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 12 DEGREES 57 MINUTES 24 SECONDS EAST, 615.00 FEET;

THENCE ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 50 MINUTES 41 SECONDS, AN ARC LENGTH OF 30.54 FEET;

THENCE NORTH 15 DEGREES 48 MINUTES 05 SECONDS EAST, 112.15 FEET;

THENCE NORTH 28 DEGREES 58 MINUTES 17 SECONDS WEST, 11.14 FEET;

THENCE NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 16 DEGREES 42 MINUTES 36 SECONDS EAST, 325.00 FEET;

THENCE ALONG THE SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 32 SECONDS, AN ARC LENGTH OF 50.72 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST, 119.74 FEET;

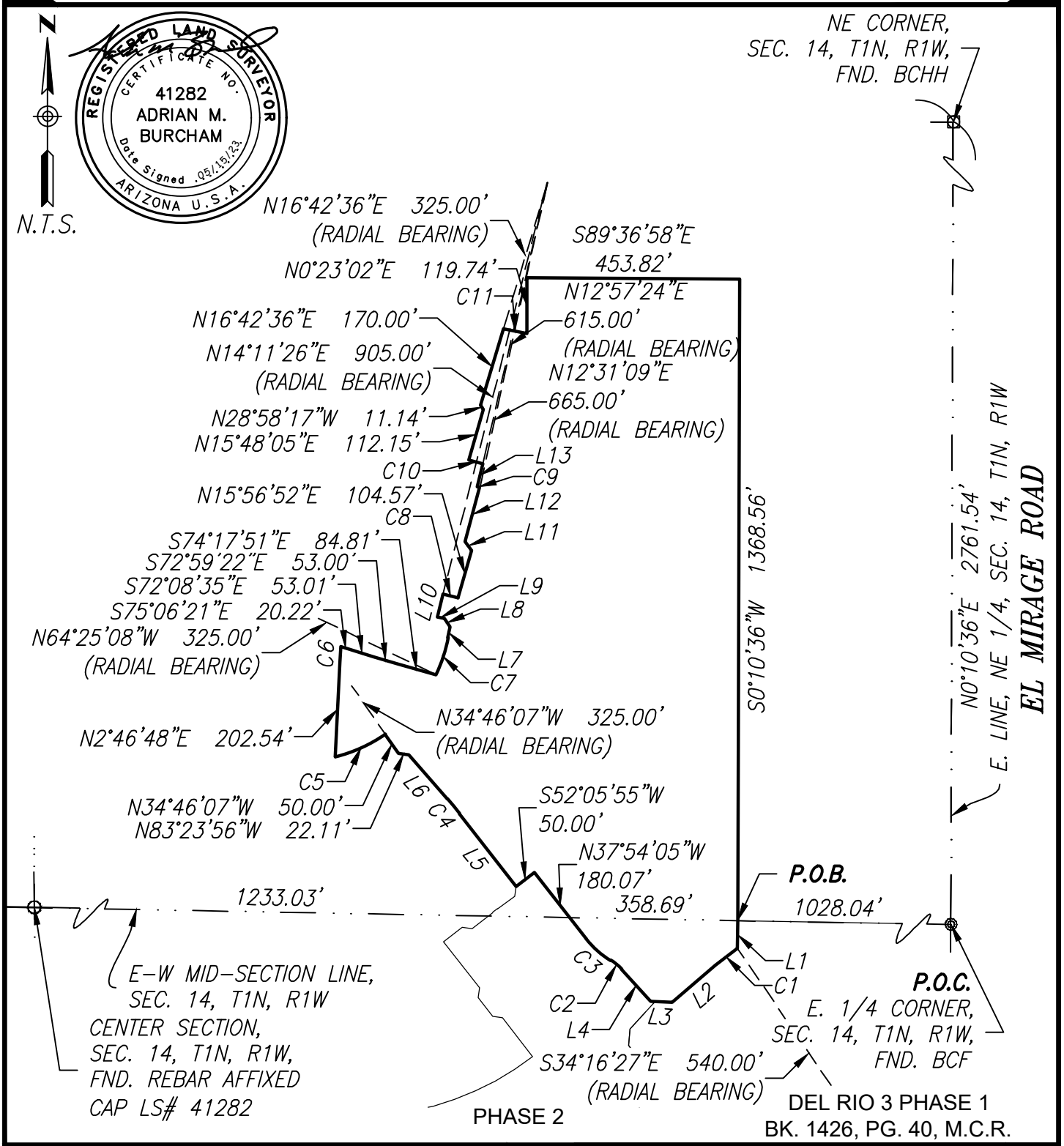
THENCE SOUTH 89 DEGREES 36 MINUTES 58 SECONDS EAST, 453.82 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST, 1368.56 FEET
TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 851,709 SQUARE FEET OR 19.5526 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 09/04/21
ARIZONA U.S.A.

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com



MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 1 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

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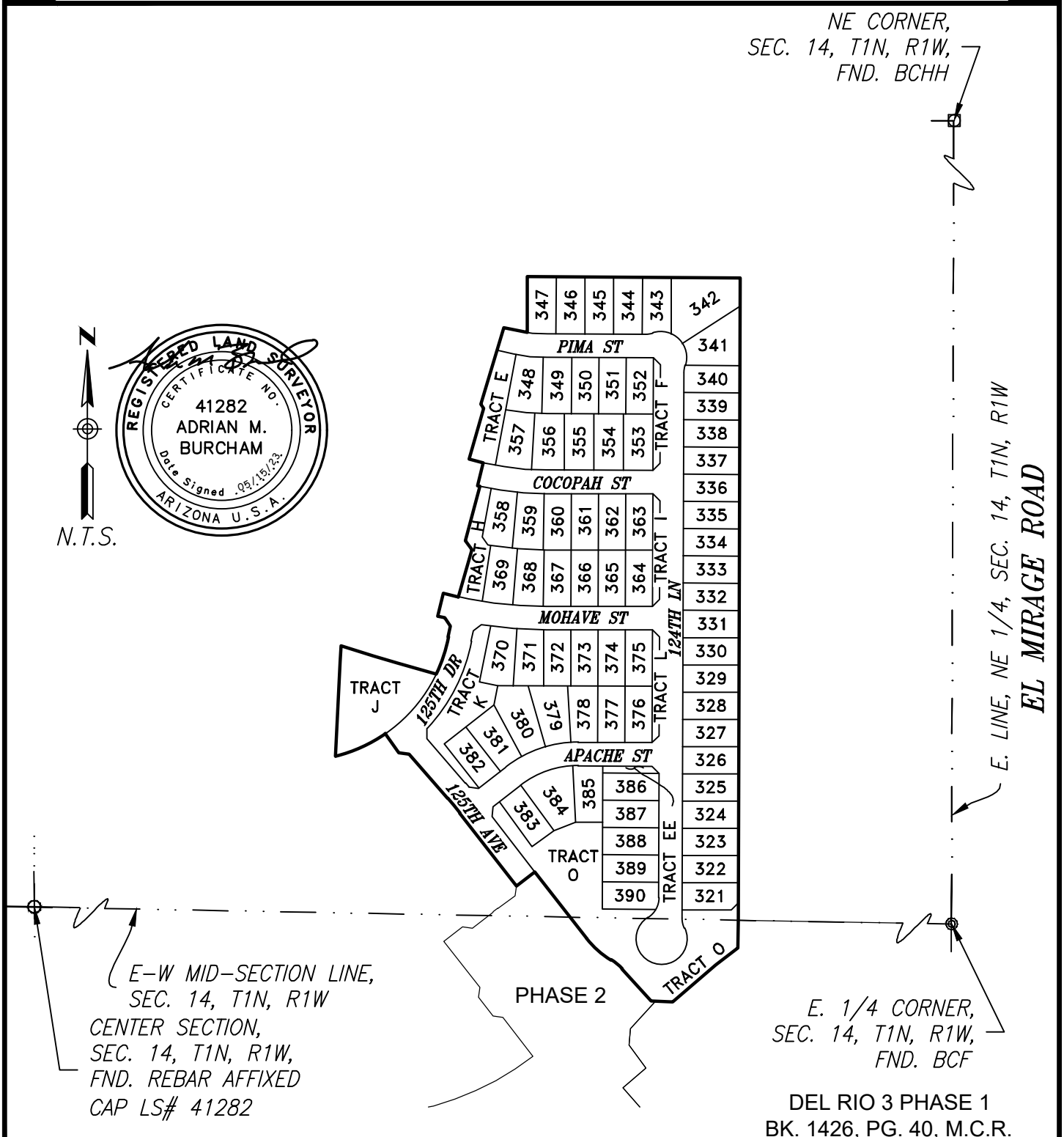

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 2 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S1°03'53"W	59.50'
L2	S49°27'44"W	121.64'
L3	N86°27'11"W	45.88'
L4	N42°33'35"W	91.67'
L5	N37°54'05"W	197.20'
L6	N40°53'00"W	125.31'
L7	N10°50'43"E	23.11'

LINE TABLE		
LINE #	BEARING	LENGTH
L8	N33°10'47"W	21.57'
L9	N76°17'48"W	15.27'
L10	N13°37'57"E	50.00'
L11	N35°40'23"W	23.64'
L12	N14°56'16"E	120.12'
L13	N12°57'24"E	50.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	6°15'49"	540.00'	59.03'	S52°35'39"W 59.00'
C2	16°06'13"	108.00'	30.35'	N50°36'42"W 30.25'
C3	20°45'43"	192.00'	69.57'	N48°16'57"W 69.19'
C4	2°58'54"	775.00'	40.33'	N39°23'32"W 40.33'
C5	20°45'09"	325.00'	117.71'	S65°36'27"W 117.07'
C6	2°28'49"	755.00'	32.68'	N04°01'13"E 32.68'
C7	14°44'09"	325.00'	83.59'	N18°12'47"E 83.36'
C8	2°07'23"	905.00'	33.54'	S76°52'16"E 33.53'
C9	0°26'15"	665.00'	5.08'	N77°15'43"W 5.08'
C10	2°50'41"	615.00'	30.54'	N75°37'15"W 30.53'
C11	8°56'32"	325.00'	50.72'	S77°45'40"E 50.67'

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 3 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
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1201 S. Alma School Rd.
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Mesa, AZ 85210
Ph: 480.892.3313

TRACT TABLE			
TRACT	**SQUARE FEET**	**ACRES**	**USAGE**
E	11991.00	0.2753	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
F	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	8972.00	0.2060	LANDSCAPE / PUBLIC UTILITY EASEMENT / SEWER EASEMENT
I	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	29846.00	0.6852	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
K	17489.00	0.4015	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION
L	3375.00	0.0775	LANDSCAPE / PUBLIC UTILITY EASEMENT
O	63746.00	1.4634	LANDSCAPE / RETENTION / PUBLIC UTILITY EASEMENT /SEWER EASEMENT / PRIVATE IRRIGATION EASEMENT
EE	1687.00	0.0387	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	143856.00	3.3025	

EASEMENT	
PUBLIC UTITLITY EASEMENT	SEWER EASEMENT
VEHICAL NON ACCESS EASEMENT	FLOODWAY FLOWAGE EASEMENT
SIGHT VISIBLITY TRIANGLE	PUBLIC TRAIL EASEMENT
WATER EASEMENT	PRIVATE IRRIGATION EASEMENT

NOTE:

THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 4 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
1201 S. Alma School Rd.
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Ph: 480.892.3313
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LOT TABLE		
LOT #	SQUARE FEET	ACRES
321	6847.00	0.1572
322	6960.00	0.1598
323	6960.00	0.1598
324	6960.00	0.1598
325	6960.00	0.1598
326	6957.00	0.1597
327	6960.00	0.1598
328	6960.00	0.1598
329	6960.00	0.1598
330	6960.00	0.1598
331	6960.00	0.1598
332	6960.00	0.1598
333	6960.00	0.1598
334	6960.00	0.1598
335	6960.00	0.1598
336	6960.00	0.1598
337	6960.00	0.1598
338	6960.00	0.1598
339	6960.00	0.1598
340	6946.00	0.1595
341	10395.00	0.2386
342	15488.00	0.3556
343	7299.00	0.1676
344	7471.00	0.1715
345	7485.00	0.1718
346	7498.00	0.1721

LOT TABLE		
LOT #	SQUARE FEET	ACRES
347	7498.00	0.1721
348	8189.00	0.1880
349	7433.00	0.1706
350	6960.00	0.1598
351	6960.00	0.1598
352	6960.00	0.1598
353	7560.00	0.1736
354	7560.00	0.1736
355	7560.00	0.1736
356	7995.00	0.1835
357	8404.00	0.1929
358	7312.00	0.1679
359	7415.00	0.1702
360	7012.00	0.1610
361	6960.00	0.1598
362	6960.00	0.1598
363	6960.00	0.1598
364	6960.00	0.1598
365	6960.00	0.1598
366	6960.00	0.1598
367	6993.00	0.1605
368	7357.00	0.1689
369	7360.00	0.1690
370	7886.00	0.1810
371	7363.00	0.1690
372	6960.00	0.1598

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 5 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
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LOT TABLE		
LOT #	SQUARE FEET	ACRES
373	6960.00	0.1598
374	6960.00	0.1598
375	6960.00	0.1598
376	6960.00	0.1598
377	6960.00	0.1598
378	7298.00	0.1675
379	8674.00	0.1991
380	10188.00	0.2339
381	7961.00	0.1828
382	6960.00	0.1598
383	6904.00	0.1585
384	10328.00	0.2371
385	7252.00	0.1665
386	6960.00	0.1598
387	6960.00	0.1598
388	6960.00	0.1598
389	6960.00	0.1598
390	6908.00	0.1586
TOTAL	520316.00	11.9448

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 05/15/23
ARIZONA U.S.A.

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAME
RIGHT-OF-WAY	187513.00	4.3047	124TH LANE / 125TH AVENUE / 125TH DRIVE / APACHE STREET / MOHAVE STREET / COCOPAH STREET / PIMA STREET
TOTAL	187513.00	4.3047	

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
FOR DEL RIO RANCH III – PHASE 3
EXHIBIT "A"
City of Avondale, Maricopa County, Arizona

Project No. 16178	Date 05/15/23	Sht: 6 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

Exhibit A

Aerial Map

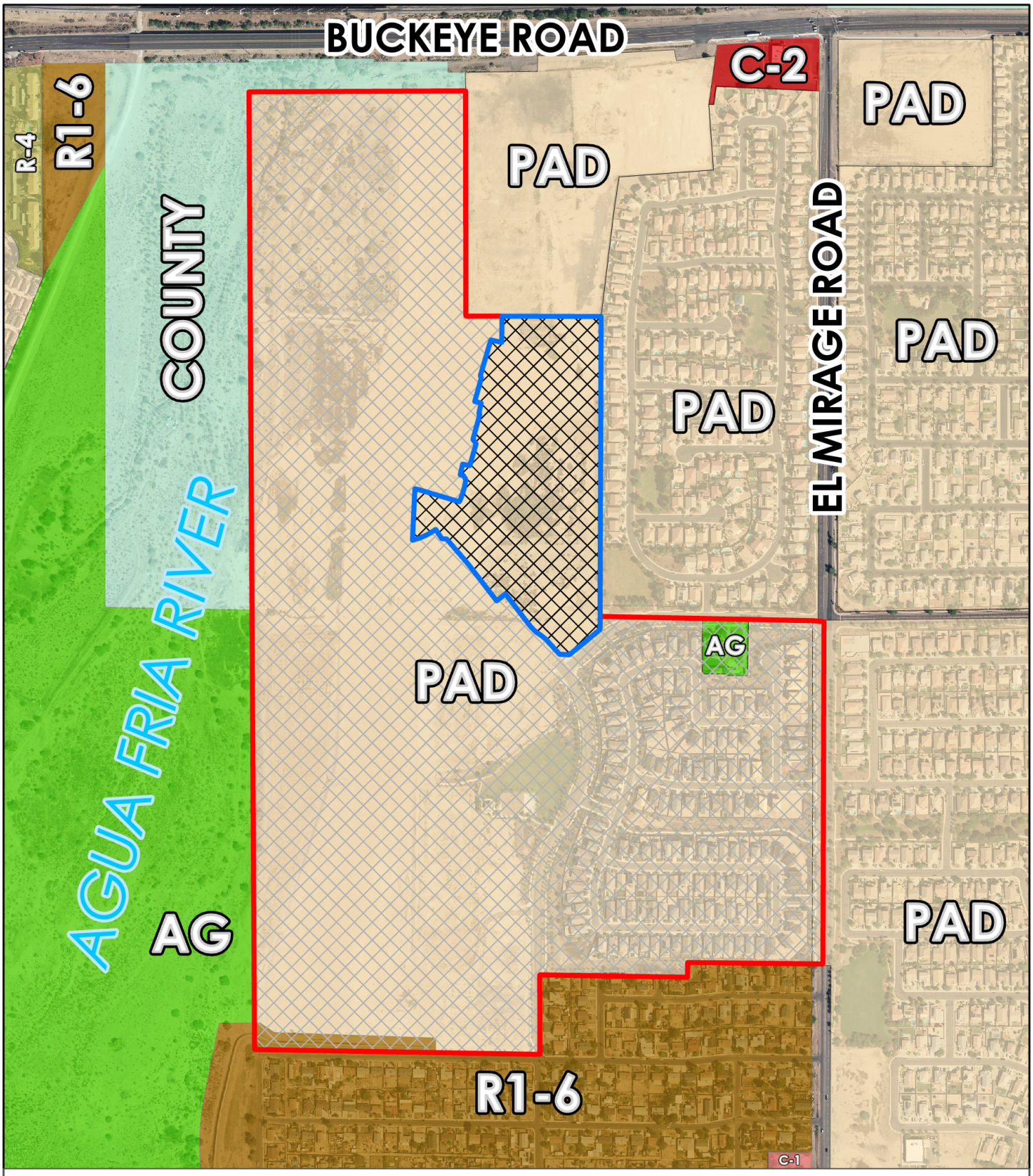
Avondale

Del Rio Ranch III

Del Rio Ranch III Phase 3

Date: 10/9/2023

Exhibit B



Zoning Vicinity

Avondale

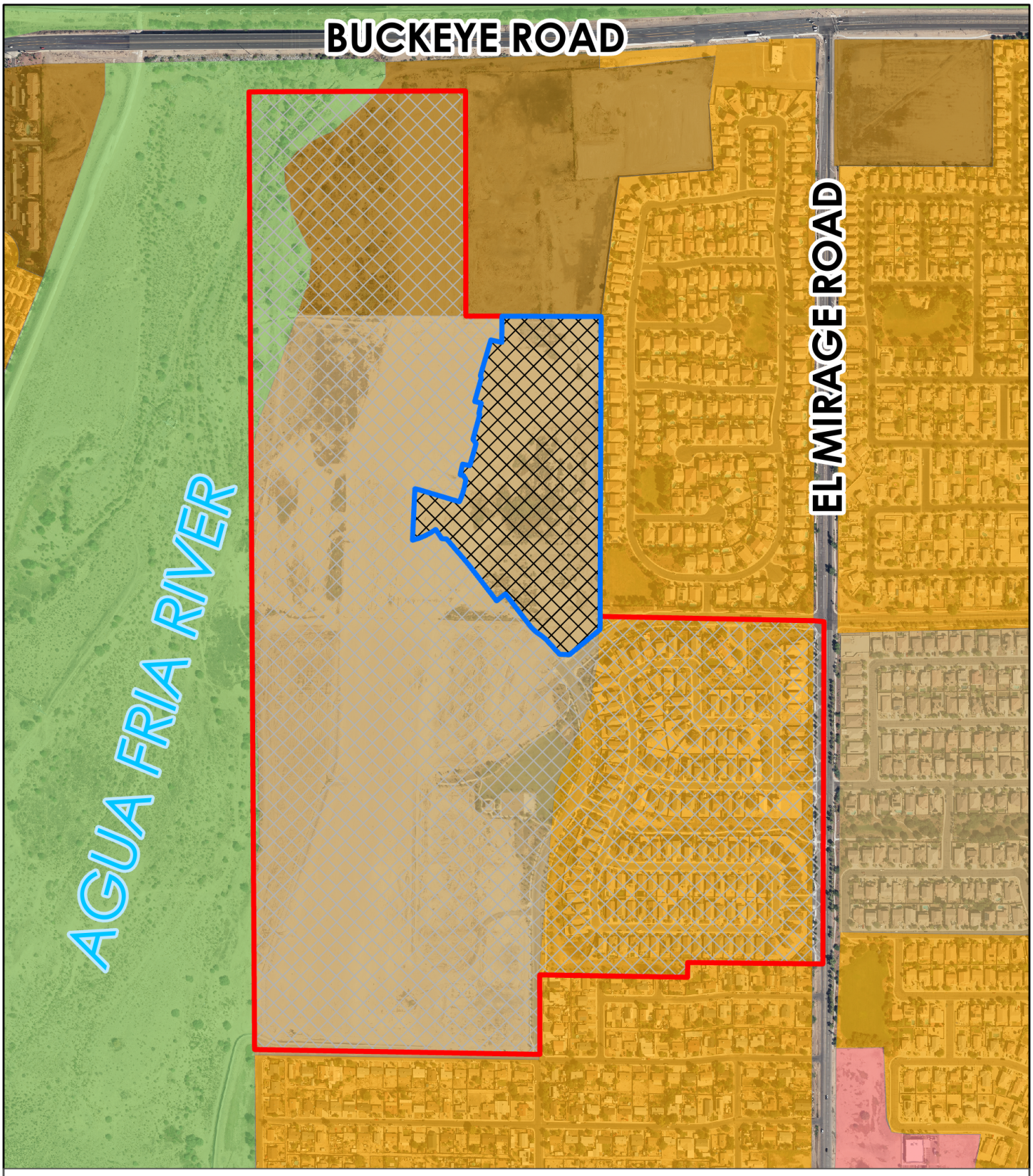
Del Rio Ranch III

Del Rio Ranch III Phase 3

N

Date: 10/3/2023

Exhibit C



General Plan Land Use

Avondale

- High Density Residential
- Local Commercial
- Medium Density Residential
- Medium/High Density Residential
- Open Space and Parks

Del Rio Ranch III

Del Rio Ranch III Phase 3

N

Date: 10/3/2023

CITY OF AVONDALE

MAINTENANCE IMPROVEMENT DISTRICT NO. 26
"Del Rio III – Phase 3" Tracts E, F, H Through L, O, and EE.

ENGINEER'S ESTIMATE

In compliance with the provisions of A.R.S. Title 48, Chapter 4, Article 2, Section §48-574, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvement to be as follows:

AREA

- Right-of-Way: 4.30 Ac
- Tract Area: 3.30 Ac

ANNUAL MAINTENANCE FEE

- Right of Way
  4.30 Ac x $2,000/Ac = $8,600.00
- Tract Area
  3.30 Ac. x $10,500/Ac = $34,650.00
  $43,250.00

ANNUAL ADMINISTRATIVE FEE
($43,250.00) X 5% = $2,162.50

TOTAL ANNUAL COST
$43,250.00 + $2,162.50 = $45,412.50

TOTAL COST PER MONTH
$45,412.50/12 months = $3,784.38

Registered Professional Engineer (Civil)
CERTIFICATE NO.
73416
JONATHAN
GITT
Date Signed 08/29/23
ARIZONA, U.S.A.
Expires 06/30/24

Dated: August 29, 2023

CITY OF AVONDALE
ENGINEERING DEPARTMENT

Kirk L. Beaty

By: Kirk L. Beaty, P.E., Interim Department Director/City Engineer

PETITION, WAIVER AND CONSENT TO FORMATION OF A MUNICIPAL IMPROVEMENT DISTRICT BY THE CITY OF AVONDALE

Maintenance Improvement District No. 26
Del Rio Ranch 3 Phase III

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to ARIZ. REV. STAT. § 48-574(C), the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under ARIZ. REV. STAT. § 48-574, *et seq.* In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A, attached hereto and incorporated herein by reference. The proposed District consists of _19.5_ acres and is entirely within the corporate boundaries of the City of Avondale.

2. Ownership. The undersigned is the sole owner of the real property within the proposed District.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   a. Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

   b. All protest rights whatsoever under ARIZ. REV. STAT. §§ 48-579(A) and (B), as amended.

   c. All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit. The Engineer's Estimate of the costs and expenses of the improvements are attached as part of Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of October 24, 2023.

"Property Owner"

Opportunity Development Group, LLC

Name and Status of Property Owner

By: Donald M Switzenberg
Its: Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On, October 24 2023, before me personally appeared Donald Switzenberg, an Type of entity, acting in its corporate capacity, 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 company.

MIRIAH SCHNEIDER
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 557387
My Comm. Exp. Jan. 11, 2027

Miriah Schneider
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND APPROVED BY:

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2023, before me personally appeared Kenneth N. Weise, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PETITION, WAIVER AND CONSENT TO FORMATION OF A MUNICIPAL IMPROVEMENT DISTRICT BY THE CITY OF AVONDALE

Maintenance Improvement District No.____
(Name of District)

[Assessment Diagram, Legal Description and Engineer's Estimate]

(See following pages.)

CITY COUNCIL REPORT

ITEM NUMBER: 3.h.

SUBJECT: Ordinance 2066-1123 – Abandonment of a Public Utility Easement on Dutch Bros.

MEETING DATE: 11/6/2023

TO: Mayor and Council

FROM: Kirk Beaty, Interim Director/Interim City Engineer, Engineering Department

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 2066-1123 authorizing the abandonment of a portion of a 26-foot wide Public Utility Easement Agreement located south of Dale Earnhardt Drive and east of Avondale Boulevard, 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 September 3, 2009, a 26-foot wide Public Utility Easement Agreement (PUE) containing 0.28 acres was granted to the City as recorded in Deed Book 2009, Page 0888735 of the Maricopa County Recorder's Office on parcels currently identified by APN's 102-57-261 and 102-57-262 which are located within The BLVD. A waterline was installed within the easement by the City.

DISCUSSION:
The portion of the 26-foot wide PUE that will be abandoned is located on APN 102-57-261, which houses Dutch Bros. As part of development of the site, the waterline was cut and capped at the property line. Staff has determined this portion of the PUE is no longer needed and wishes to abandon it.

The proposed PUE abandonment includes an area containing 0.09 acres.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of a portion of a 26-foot wide Public Utility Easement Agreement located south of Dale Earnhardt Drive and east of Avondale Boulevard, 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. 2066-1123

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF A PUBLIC UTILITY EASEMENT GENERALLY LOCATED SOUTH OF DALE EARNHARDT DRIVE AND WEST OF 114TH AVENUE IN AVONDALE.

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, a public utility easement generally located south of Earnhardt Drive and west of 114th Avenue, parcel APN 102-57-261 was granted to the City and recorded at Book 209, Page 0888735 in the Office of the Maricopa County Recorder on September 3, 2009 (the "Public Utility Easement"); and

WHEREAS, the Council of the City of Avondale (the "City Council") has determined that a portion of the Public Utility Easement consisting of ± 0.09 acres of land is no longer needed and desires to abandon said portion of the Public Utility Easement (the "Abandoned Portion Easement"); and

WHEREAS, the City Council has determined that the Abandoned Portion Easement is no longer needed and therefore, it is necessary and appropriate to abandon said easement.

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 Abandoned Portion Easement, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary and (ii) abandoned.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned Portion Easement shall be forever extinguished.

SECTION 4. The Mayor, the City Manager or authorized designee, 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, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2066-1123

[Legal Description and Map of Abandoned Portion Easement]

See following pages.

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 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 818.59 feet;

THENCE Departing said line, North 89 degrees 57 minutes 41 seconds East, a distance of 273.24 feet to the **point of Beginning;**

THENCE North 89 degrees 05 minutes 27 seconds East a distance of 26.00 feet**;**

THENCE South 00 degrees 02 minutes 19 seconds East a distance of 149.86 feet;

THENCE South 89 degrees 07 minutes 19 seconds West a distance of 26.00 feet;

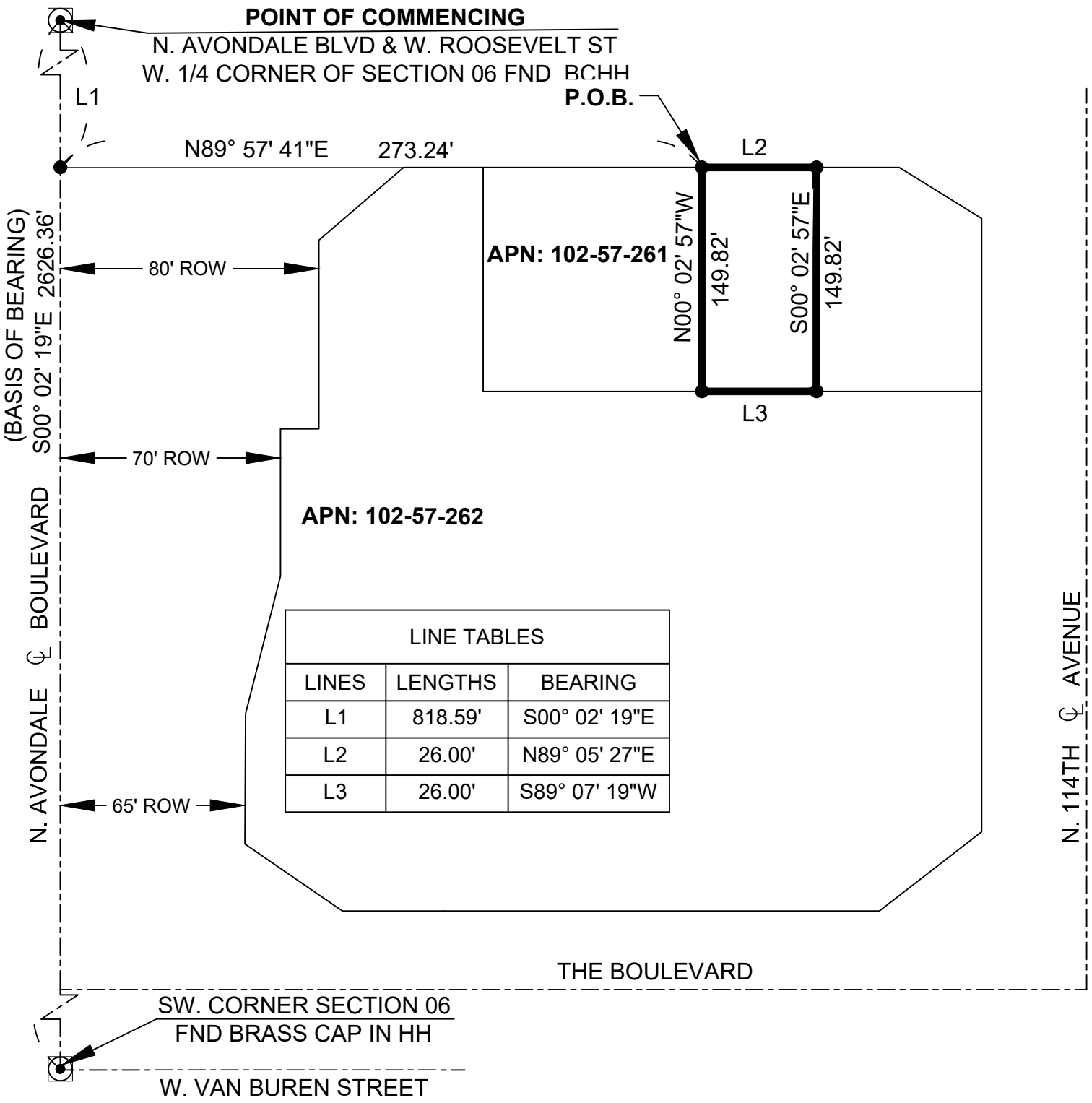
THENCE North 00 degrees 02 minutes 19 seconds West a distance of 149.84 feet to the **Point of Beginning**;

Containing 3,895.7 sqft or 0.09 acres more or less

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 9/13/2023
ARIZONA, U.S.A.
Expires 03/31/2026

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"



LINE TABLES		
LINES	LENGTHS	BEARING
L1	818.59'	S00° 02' 19"E
L2	26.00'	N89° 05' 27"E
L3	26.00'	S89° 07' 19"W

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 9/13/2023
ARIZONA, U.S.A.
Expires 03/31/2026

ENGINEERING ALLIANCE
INC

PROJECT: 2023-M-049	
DATE: 09-13-2023	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: 26' PUE ABANDONMENT APN 102-57-261 THE BOULEVARD	
SHEET NO: 1 OF 1	

N
W E
S

Not to Scale

Vicinity Map

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Public Hearing and Ordinance 2067-1123 - Vazquez Building - HAIO Rezone - PL-22-0186

MEETING DATE: 11/6/2023

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: Invest in the revitalization of Historic Avondale.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2067-1123, approving a request by Mr. Martin Sandino of Martin Sandino Architecture & Planning, LLC, on behalf of Juana Vazquez and Hipolito Mendez, to apply the Historic Avondale Infill Overlay (HAIO) to 0.34 net acres located approximately 1,280 feet west of the southwest corner of Main Street/MC85 and Central Avenue, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The site is currently zoned Community Commercial (C-2). Approval of the request will modify development standards on the subject site, allowing for development of a multi-tenant neighborhood commercial building. The Council will take appropriate action.

BACKGROUND:

The 0.34 net acre subject property (Exhibits A and B) is located at 219 W. Main Street and is identified as Assessor Parcel Number 500-50-072. The site was annexed into the city limits in 1956. Currently, the site is developed with a vacant 1,068 square foot (sf) building which was built in 1945. Historical aerial imagery shows that the site has been used intermittently for the storage of vehicles.

The subject property is located within Historic Avondale and is designated as Local Commercial on the General Plan 2030 Land Use Map (Exhibit C). The designation is a land use category intended for providing daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas, which promotes a walkable community.

Surrounding uses and zoning include:

NORTH: Main Street/MC-85 and City of Goodyear. Commercial uses including AZ Fountains and Garden Arts Landscaping.

EAST: Zoned Community Commercial (C-2). The property is currently vacant.

SOUTH: Zoned Mobile Home. Land use is a mobile home residential development known as Avondale Mobile Home Park.

WEST: Zoned Mobile Home. Land use is a mobile home residential development known as Avondale Mobile Home Park.

SUMMARY OF REQUEST:

The applicant is requesting to apply the Historic Avondale Infill Overlay (HAIO) to the 0.34 net acre subject property to facilitate the construction of an approximately 2,000 square foot two-suite commercial building as shown in the approved site plan (Exhibit D). The development intends to have a hair salon and a retail suite. Development standards subject to modification through this request include, but are not limited to, reduced building setbacks (front and side), reduced landscape setbacks (front and side), and relief from Electric Vehicle (EV) parking requirements.

HAIO was created in 2013 as an overlay zoning district intended to be applied on top of a parcel's underlying base zoning, with the objective of promoting and facilitating the development or redevelopment of vacant, underutilized, or abandoned properties within the Historic Avondale revitalization area. To this objective, the HAIO overlay can be applied to any property within the designated boundaries of Historic Avondale, providing a means for property owners and developers to reduce development standards such as setbacks, landscaping requirements, and similar requirements.

The proposed 2,072 square foot multi-tenant building incorporates a contemporary design with an open courtyard enhanced with pedestrian amenities. The exterior glass storefront will provide an unobstructed street view into the hair salon and future retail tenant.

The subject property's underlying Community Commercial (C-2) zoning will still govern the use of the property as well as any development standards not specifically modified by this HAIO request and discussed below.

The following modifications are requested from the minimum C-2 zoning development standards:

Building Setbacks

The proposed development plan will adopt the minimum standards necessary to accommodate the proposed project. These include a reduction in the front and street setbacks from twenty (20) feet to ten (10) feet, and a reduction in the side setbacks from fifteen (15) feet to five (5) feet on the east side and zero (0) feet on the west side.

Landscape Setbacks

A 30-foot landscape setback from the adjacent right of way is required in the C-2 district; the applicant's request provides for a 10-foot landscape setback to include trees, shrubs, and a courtyard with pedestrian amenities. The intent of a landscape setback generally is to provide screening from the right of way for parking and vehicle circulation areas. As depicted on the project's development plan (Exhibit D), parking will be located behind the main structure.

Required Landscaping Coverage

The C-2 zoning district requires twenty (20) percent of a developed site to be landscaped. Due to the smaller size of the lot in question, the applicant is requesting a reduction to five (5) percent landscape coverage. This reduction will also facilitate the creation of a pedestrian-oriented open space area that features stone benches and a decorative water fountain as shown on the attached elevations and rendering (Exhibits E and F).

Parking Standards

Parking for the proposed uses will be provided in accordance with Chapter 28, Article 8 of the Avondale Municipal Code except for electric vehicle (EV) charging stations parking requirements. Per the Avondale Zoning Ordinance, the applicant is required to provide one (1) parking space with level 2 EV charging and one (1) space that is capable of having level 2 charging installed in the future. Due to the small number of overall spaces required, 2 EV capable parking spaces would account for thirteen (13) percent of the off-street parking for this development. The small size of the infill lot physically constrains the provision of these EV parking features.

PUBLIC PARTICIPATION:

A Neighborhood Meeting was held on Tuesday, September 5, 2023, to discuss the proposal with neighboring property owners and other interested parties. The notification of this meeting was completed in accordance with notification requirements. The meeting was held virtually via Zoom. Other than City staff and the applicant's team, there were no attendees from the public. Topics of discussion included the design quality of the proposed building and proposed commercial tenants.

All required notifications for Planning Commission and City Council public hearings were completed in accordance with notification requirements. As of the writing of this staff report, no public comment has been received.

PLANNING COMMISSION ACTION:

On October 18, 2023, the Planning Commission conducted a public hearing and asked about the subject property's status as a potential historic landmark and whether the applicant had any plans to demolish the structure. Staff explained that no historical designation had been made and that the applicant had already secured demolition permits. The Commission passed a motion (6-0 vote) to recommend approval to City Council, subject to the recommended condition.

ANALYSIS:

Section 28-94(f) of the City's Zoning Ordinance states that any application requesting a rezone to the HAIO District must meet three (3) specific findings, as follows:

1. <u>The project will further the objectives of the General Plan and not adversely affect the historic character of the community.</u>

The redevelopment of the subject property will create a commercial design that is visually interesting and promote pedestrian-oriented placemaking in line with the Avondale General Plan, Land Use Theme Goal 2 "Honor the unique character of Historic Avondale".

2. <u>Sufficient proof has been provided that other tools available in the Zoning Ordinance, such as Administrative Relief, will not work to address the site-specific need of the project.</u>

Strict application of C-2 development standards would not allow for development of this project. Reductions to various setbacks, including the landscape setback, parking setback, and building setback from a residential property line or use are needed to allow the revitalization project to move forward. All the proposed reductions exceed the development standards by more than 30 percent and would therefore not qualify for Administrative Relief. Application of the overlay to the site will facilitate infill development as proposed. The spirit and intent of all zoning provisions being modified are furthered by this request.

3. <u>The project provides a historic design that creates a pedestrian-oriented environment.</u>

As recommended by the Specific Area Plan for Old Town, Cashion, Las Ligas/Rio Vista, the project contains a conceptual building design that illustrates the intent of providing an attractive building that promotes principles of four-sided architecture. The multi-planed, articulated roof style integrates itself into the pedestrian courtyard, generating visual interest while also providing shade.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

1. The proposed adoption of the Historic Avondale Infill Overlay (HAIO) District conforms with the General Plan.
2. The proposed Rezone and HAIO development plan are in conformance with the Commercial and Industrial Design Manual.
3. The proposed Rezone and HAIO development plan will result in compatible land use relationships. The proposed development serves the intent of the Avondale Zoning Ordinance to create a high-quality commercial product that seeks to revitalize underdeveloped commercial area in the City.
4. Adequate public infrastructure to support the proposed development either presently exists or will be

constructed by the developer.

5. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-22-0186 Vazquez Building Rezone, a rezoning request for a Historic Avondale Infill Overlay District (HAIO) to approximately 0.34 acres of property located approximately 1,280 feet west of the southwest corner of Main Street/MC 85 and Central Avenue, and to approve the proposed HAIO development plan, subject to the one (1) condition of approval as listed in the staff report:

1. Development shall conform to the Vazquez Building HAIO Narrative (Exhibit G) date stamped April 14, 2023, the Development Plan (Exhibit D) date stamped July 19, 2023, and the Building Elevations (Exhibit E) date stamped July 20, 2023.

Contact person for document distribution: *Joshua Orton, AICP, Senior Planner*

ORDINANCE NO. 2067-1123

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY ± 0.34 ACRES GENERALLY LOCATED APPROXIMATELY 1,280 FEET WEST OF THE SOUTHWEST CORNER OF MAIN STREET/MC85 AND CENTRAL AVENUE, AS SHOWN IN APPLICATION PL-22-0186, AND REZONING SUCH PROPERTY FROM COMMUNITY COMMERCIAL (C-2) TO COMMUNITY COMMERICAL (C-2) AND HISTORIC AVONDALE INFILL OVERLAY (HAIO).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for ± 0.34 acres generally located approximately 1,280 feet west of the southwest corner of Main Street/MC85 and Central Avenue, as shown in application PL-22-0186, from Community Commercial (C-2) to Community Commercial (C-2) and Historic Avondale Infill Overlay (HAIO) (the "Zoning Atlas Amendment"); and

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

WHEREAS, on October 18, 2023, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on November 6, 2023; and

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

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

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for ± 0.34 acres generally located approximately 1,280 feet west of the southwest corner of Main Street/MC85 and Central Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Except as modified by these conditions, development shall be in conformance with the Project Narrative, submitted 6/20/2023 and the Site Plan, submitted 7/19/2023.
2. Except as modified by these conditions, development shall conform to the standards outline in the City of Avondale Commercial and Industrial Design Manual.
3. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 6, 2023.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2067-1123

[Legal Description and Map]

See following pages.

EXHIBIT 'A'

Legal Description for rezoning purposes only.

That part of the Northeast quarter of the Southwest quarter of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point which bears East 328.97 feet North 1 degrees 15 minutes West 858.90 feet and South 58 degrees 17 minutes 10 seconds West 100 feet from the Southwest comer of said Northeast quarter of the Southwest quarter;

Thence South 59 degrees 25 minutes 56 seconds West, 73.94 feet;

Thence South 60 degrees 18 minutes 52 seconds West, 60.00 feet;

Thence North 1 degrees 15 minutes West, 150 feet to the Southerly right of way line of Phoenix–Yuma Highway;

Thence North 29 degrees 17 minutes 7 seconds West, 50.00 feet;

Thence North 60 degrees 9 minutes 43 seconds East, 83.94 feet;

Thence South 29 degrees 17 minutes 7 seconds East, 50.00 feet to the Southerly right–of–way line of Phoenix–Yuma Highway;

Thence South 20 degrees 23 minutes 34 seconds East, 132.73 feet to the POINT OF BEGINNING.

APN: 500–50–072

REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
25403
WILLIAM H.
STANDAGE
Date Signed 6/16/23
ARIZONA, U.S.A.

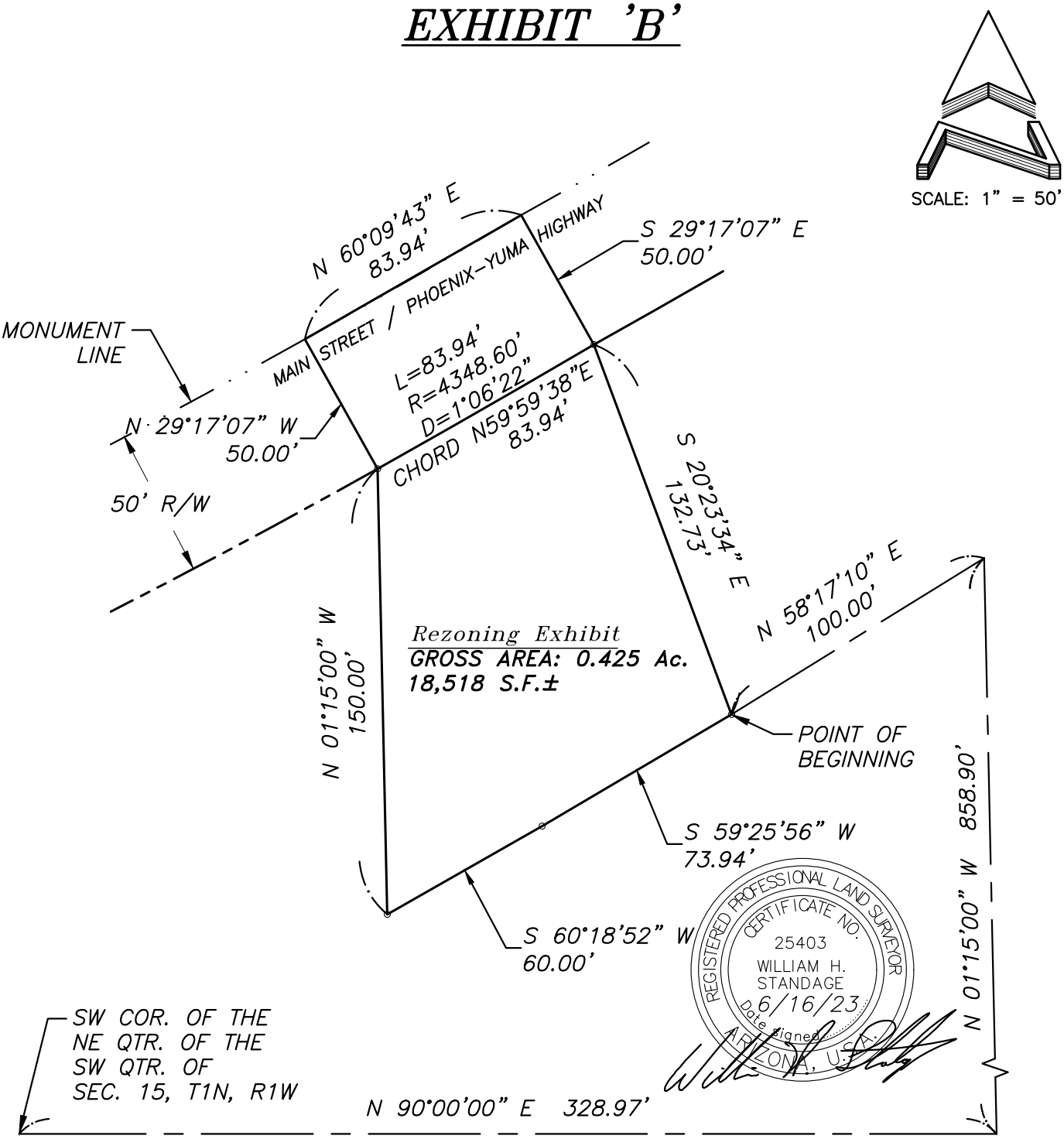
FOR REZONING USE ONLY

LEGAL DESCRIPTION

Standage & Associates, Ltd.
Consulting Engineers
409 S. El Dorado
Mesa, Arizona 85202
(480) 892–8090

SA Proj. #: 211117

EXHIBIT 'B'



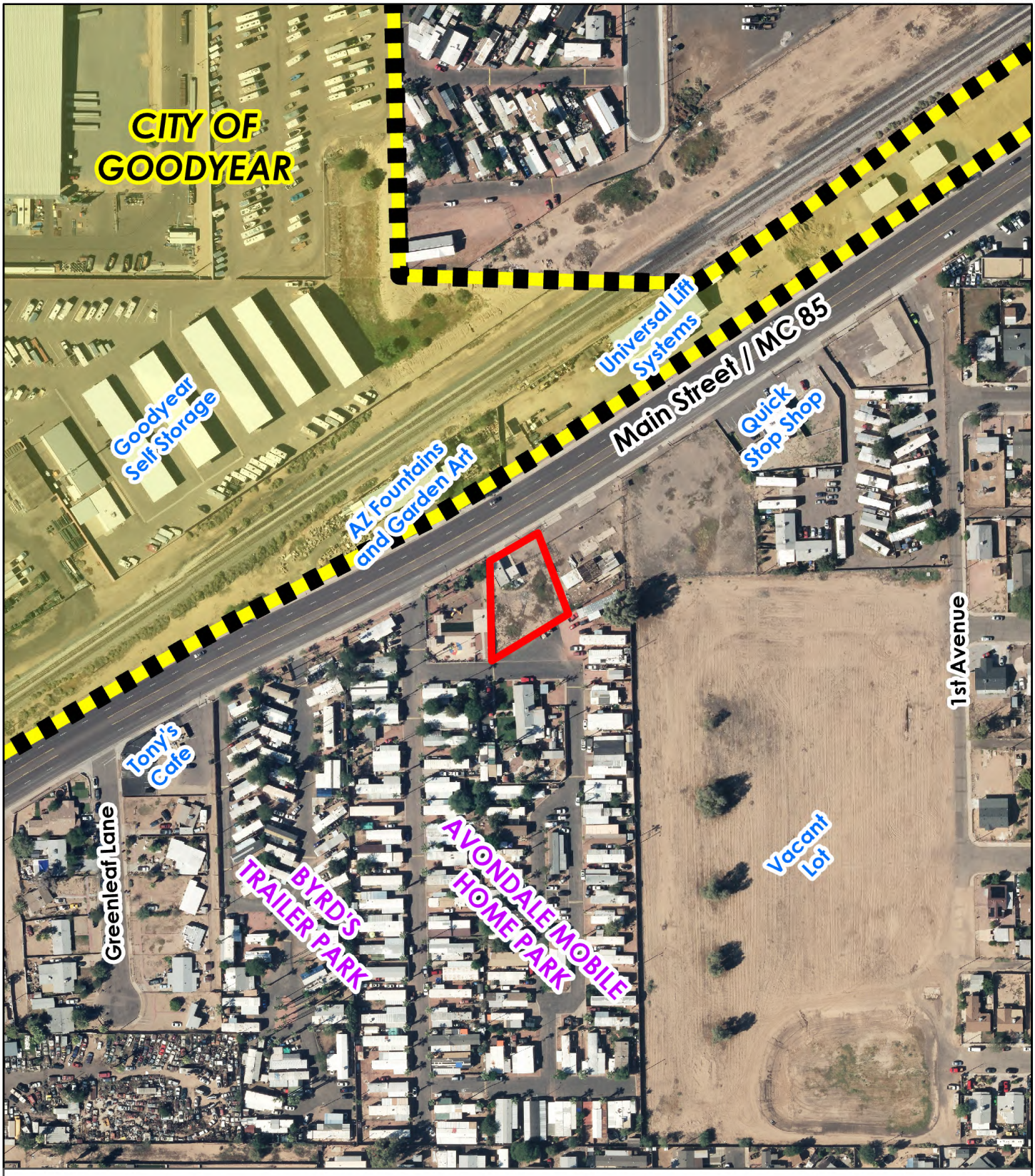
FOR REZONING USE ONLY

EXHIBIT B

Standage & Associates, Ltd.
Consulting Engineers
409 S. El Dorado
Mesa, Arizona 85202
(480) 892-8090

SA Proj. #: 211117

Exhibit A



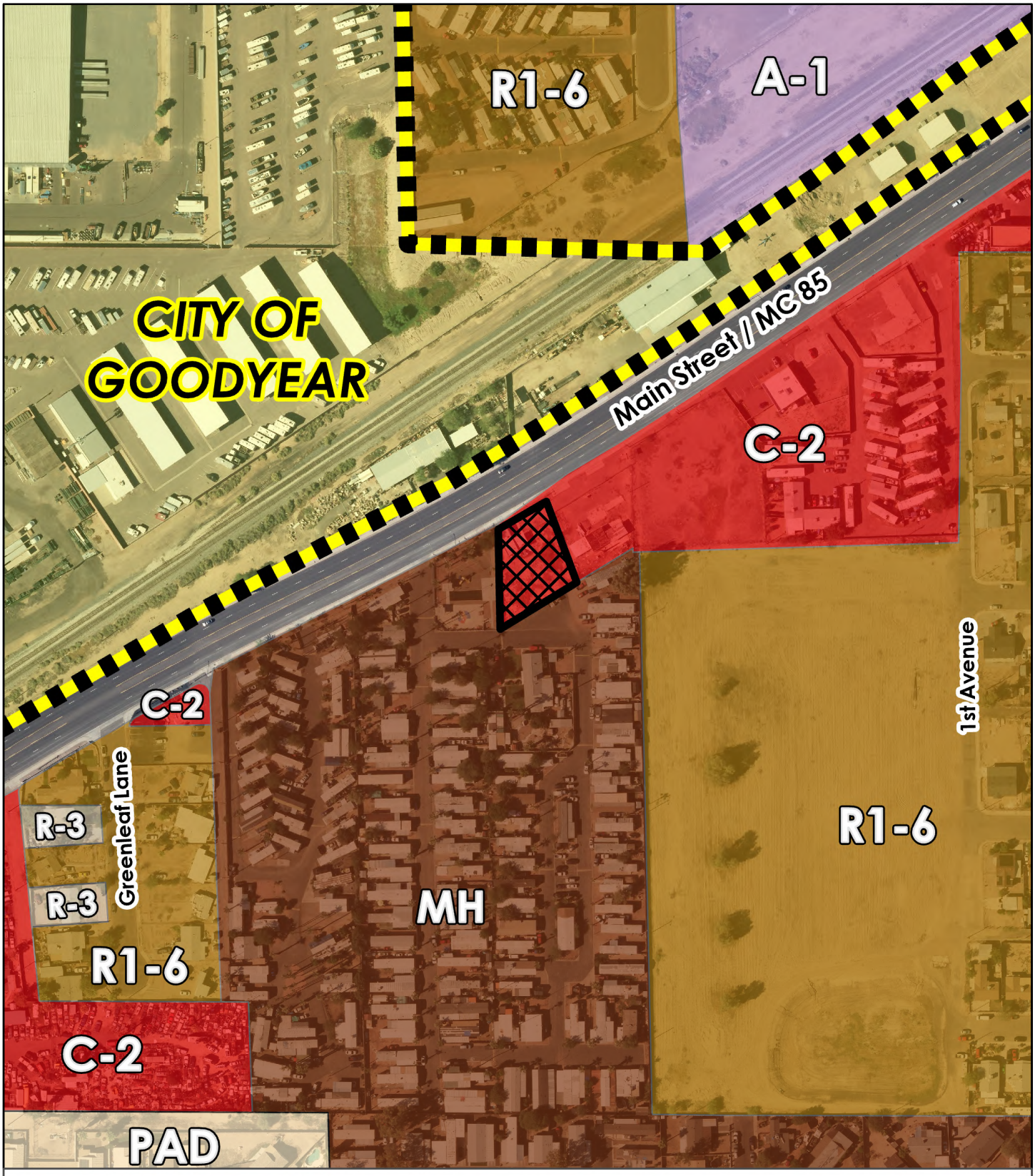
Aerial Map

Avondale

Subject Property

Date: 8/3/2023

Exhibit B



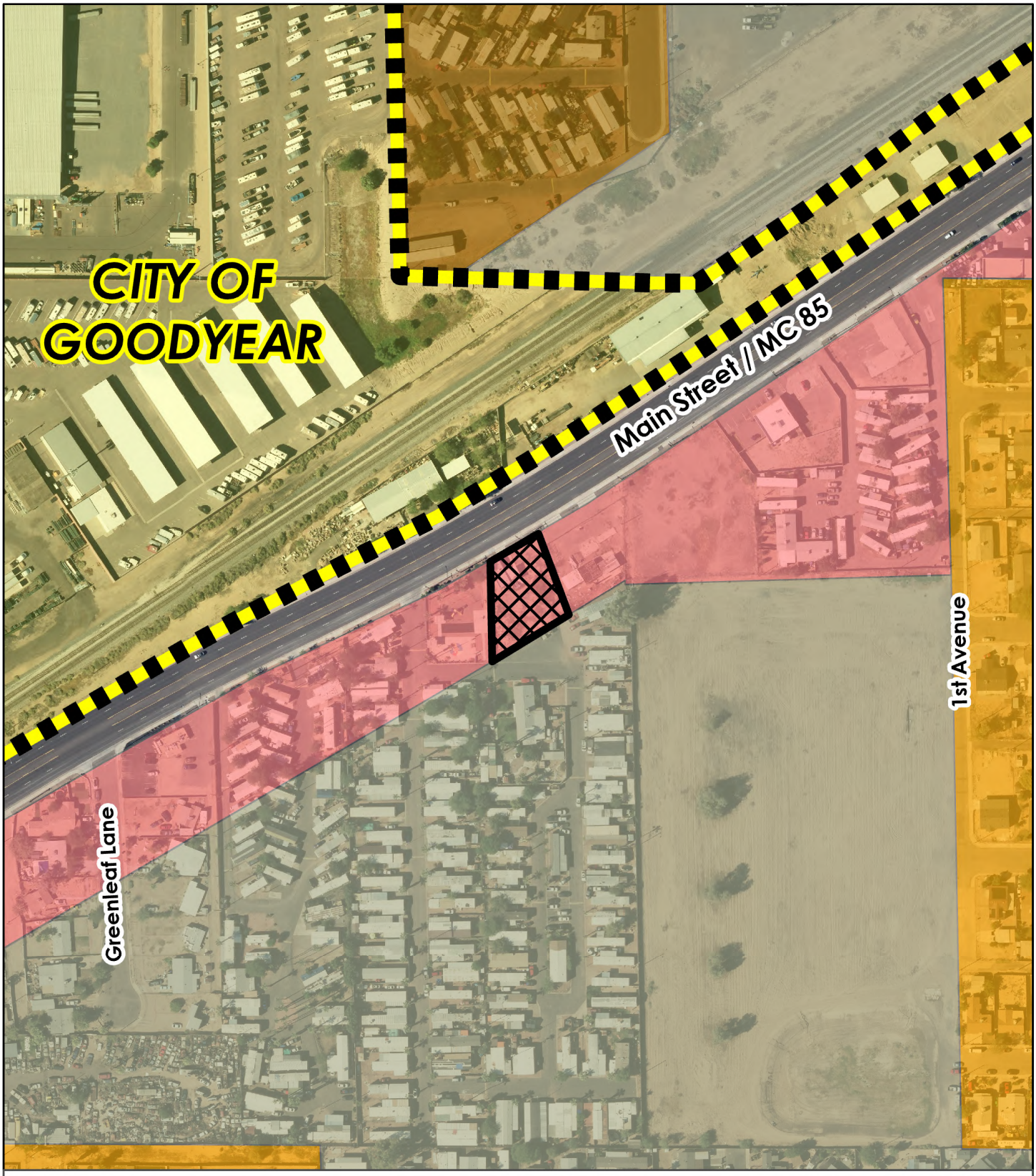
Zoning Vicinity

Avondale

Subject Property

Date: 8/3/2023

Exhibit C



General Plan Land Use

Avondale

- High Density Residential
- Industrial
- Local Commercial
- Medium Density Residential
- City Limits
- City of Goodyear

Subject Property

Date: 8/3/2023

A. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT.

B. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/ CONCEALED FROM STREET VIEW.

C. PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).

D. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.

E. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.

F. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET TREE MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.

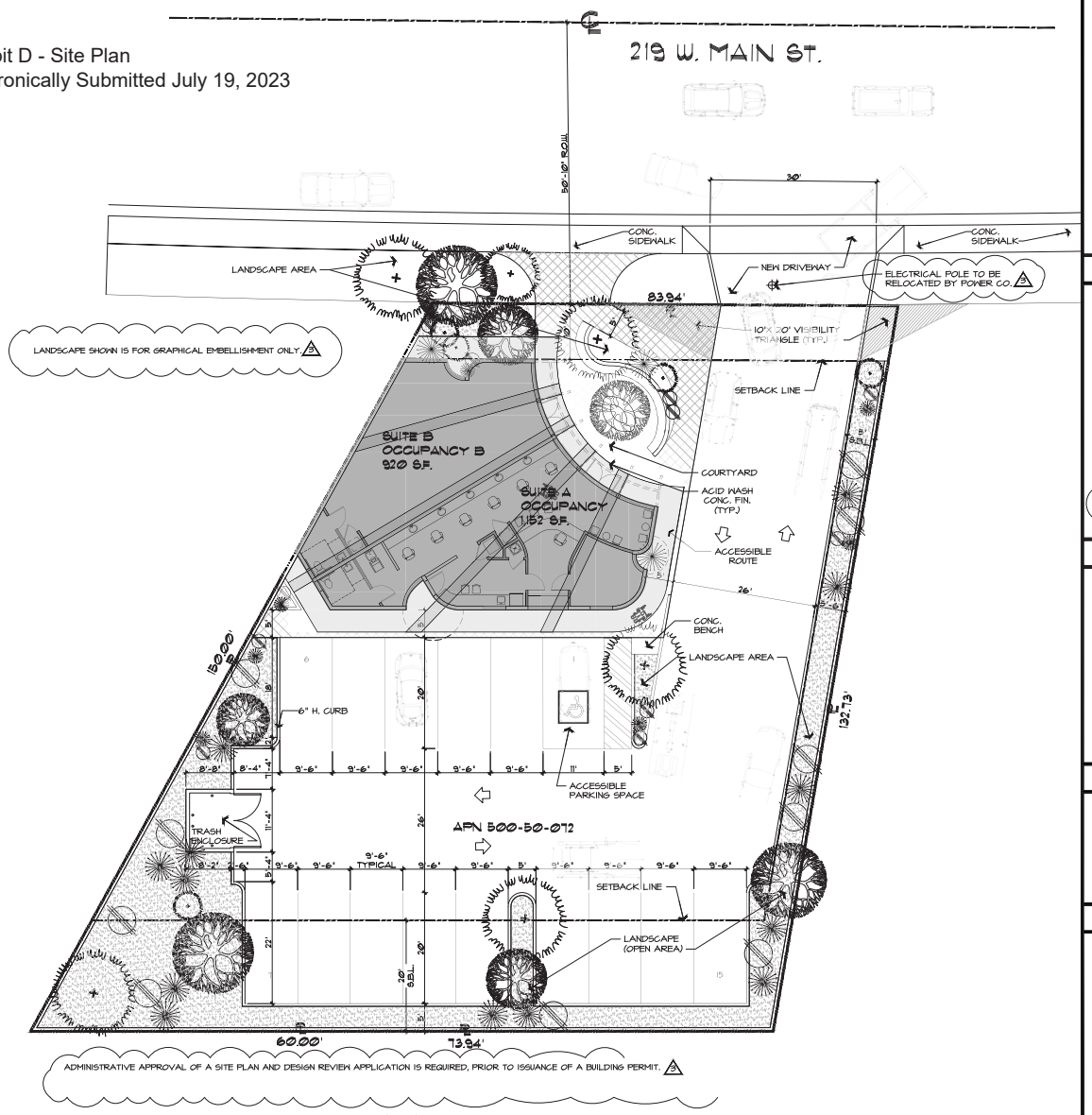
NOTES:
1. ANY BROKEN CONCRETE ADJACENT TO THE NEW DRIVEWAY ENTRANCE SHALL BE REMOVED AND REPLACED PRIOR TO THE CERTIFICATE OF OCCUPANCY BEING ISSUED.
2. ANY CONCRETE IN THE RIGHT-OF-WAY BROKEN DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED PRIOR TO THE CERTIFICATE OF OCCUPANCY BEING ISSUED.
3. CONTRACTOR TO LOCATE UTILITY SERVICES PRIOR TO CONSTRUCTION.
4. WATER AND SEWER SERVICE LOCATIONS AND CONDITIONS SHALL BE FIELD VERIFIED, BASED ON THE CONDITION, SERVICES MAY BE REQUIRED TO BE REMOVED AND REPLACED BY OWNER.

SITE NOTES

NOT USED

NOT USED

Exhibit D - Site Plan
Electronically Submitted July 19, 2023



ADMINISTRATIVE APPROVAL OF A SITE PLAN AND DESIGN REVIEW APPLICATION IS REQUIRED, PRIOR TO ISSUANCE OF A BUILDING PERMIT. 3

MINIMUM SETBACKS:

ZONING: C-2
FRONT: 20'
REAR: 20'
SIDES: 15' & 15'

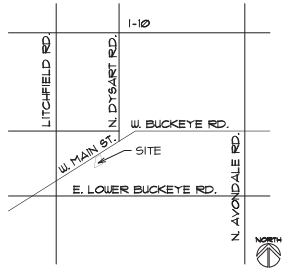
FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	PANEL DATE	PANEL SUFFIX	DATE	FIRM PANEL	BASE FLOOD ELEVATION (AO ZONE, USE DEPTH)
040038	2165	10/16/ 2013	N	9/18/ 2020	04013 C2165N	X

NORTH

SITE PLAN

1"=10'-0"



VICINITY MAP

NTS

LOT ADDRESS: 219 W. MAIN ST. AVONDALE 85323
PARCEL NUMBER: 500-50-072
SUBDIVISION: -
LOT: -
LOT AREA: 14,880 S.F. 3
ZONING: C-2
OWNER'S NAME: JUANA VAZQUEZ/ MENDEZ HIPOLITO P.

NEW BUILDING: 1,714 S.F.
CONSTRUCTION TYPE: V-B

PROJECT DESCRIPTION:
SUITE #1 BARBER SHOP
SUITE #2 AVAILABLE FOR RENT

LOT COVERAGE:

SUITE #1= 1,152 S.F.
SUITE #2= 920 S.F.

TOTAL BUILDING AREA= 2,072 S.F.
OPEN SPACE= 3,271 S.F./ 14880 S.F.= 21.98 %
LOT COVERAGE= 2,072 S.F./ 14,880 S.F.= 13.92% 3

PROJECT DATA

BUILDING CODES: CITY OF AVONDALE ARIZONA

THE AVONDALE BUILDING CONSTRUCTION CODE CONSISTS OF THE CITY OF AVONDALE ADMINISTRATIVE PROVISIONS, THE FOLLOWING CODES AND STANDARDS, AND CITY OF AVONDALE AMENDMENTS THERETO:

2018 INTERNATIONAL BUILDING CODE (IBC)

2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)

2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

2017 INTERNATIONAL ELECTRICAL CODE

2018 UNIFORM PLUMBING CODE

2018 INTERNATIONAL MECHANICAL CODE

2018 INTERNATIONAL RESIDENTIAL CODE (IRC)

CODES

RENTABLE OCC. M:
920 SF/ 300= 4 PARKING SPACES.

THE SALON
1,152 SF/ 250= 5 PARKING SPACES.

COMMERCIAL SERVICES 2,072 S.F./ 250= 9 SPACES

REQUIRED: 9 SPACES
PROVIDED: 15 SPACES, INCLUDING 1 ACCESSIBLE

PARKING CALC'S.

CITY STAMP

MARTIN SANDINO AIA
M A R T I N S A N D I N O
ARCHITECTURE + PLANNING LLC
AZ STATE PROFESSIONAL REGISTRATION NO. 19180-0
NEVADA REGISTRATION NO. 9-1-17-201
3500 N. SUN VALLEY PARKWAY #55
SUN VALLEY, NEVADA 89433
TEXAS #23539
4515 N. CASTELLANO DR. 79927
EL PASO, TEXAS 79922
NEVADA 9-1-17-201
RESIDENTIAL DESIGNER
400 S. 4TH STREET #500
LAS VEGAS, NEVADA 89101
702.413.7989
M.SANDINO.ARCH@GMAIL.COM
MARTINSANDINO.COM
REGISTERED ARCHITECT
CERTIFICATE NO. 69457
MARTIN SANDINO
Date 9-11-23
ARIZONA, U.S.A.
EXPIRES: 3-31-2024

- VAZQUEZ BUILDING -

219 W. MAIN ST. AVONDALE 85323

SITE PLAN + DATA

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND AS SUCH SHALL REMAIN THE PROPERTY OF MARTIN SANDINO ARCHITECTURE + PLANNING LLC. THE REPRODUCTION, ALTERATION OR REPUBLICATION WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED. THIS DRAWING IS ONLY FOR USE IN CONNECTION WITH THE PROJECT SHOWN HEREIN AND NOT FOR OTHER LOCATIONS. COPYRIGHT 2021.
MARTIN SANDINO ARCHITECTURE + PLANNING LLC

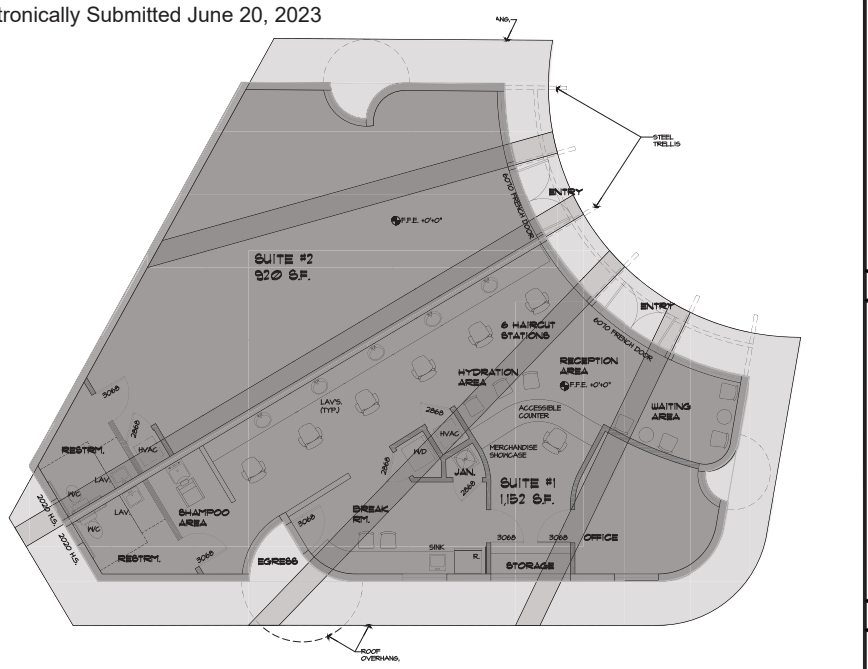
CONSULTANT

3 CITY 4-20-23

DATE: JULY/ 2023
JOB NO: 21-13
PROJECT MGR: A.B.
DRAWN BY: A.E.B.M.E.R.
CHECKED BY: M.S.

CS 3

Exhibit E - Elevations
Electronically Submitted June 20, 2023



NORTH

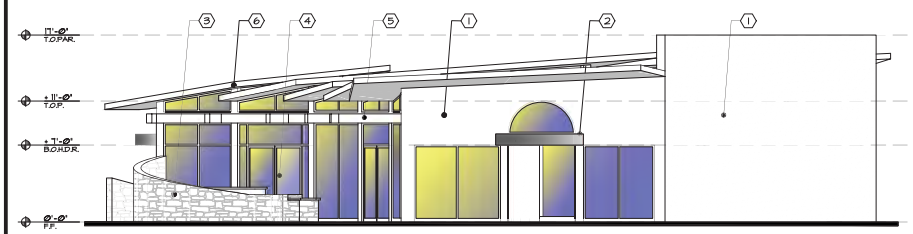
NEW FLOOR PLAN

3/16"= 1'-0"

FINISHES:

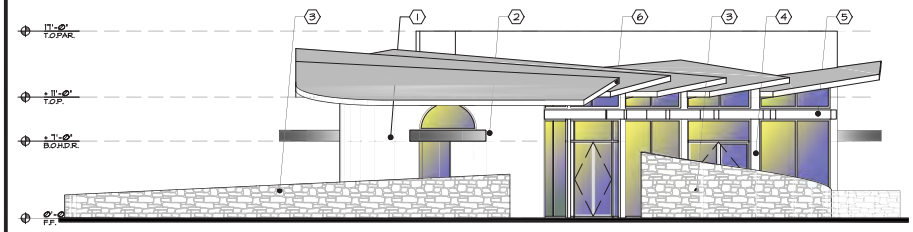
1. STUCCO (SILICA SAND FINISH, WHITE)
2. METAL CANOPY OVERHANG & TENSOR
3. STONE VENEER
4. ANODIZED ALUMINUM DOOR/WINDOW & FRAME (DARK BRONZE)
5. METAL TRELLIS
6. METAL ROOF
7. UNDERSIDE OF OVERHANG
8. CONCRETE BENCH

FINISHES



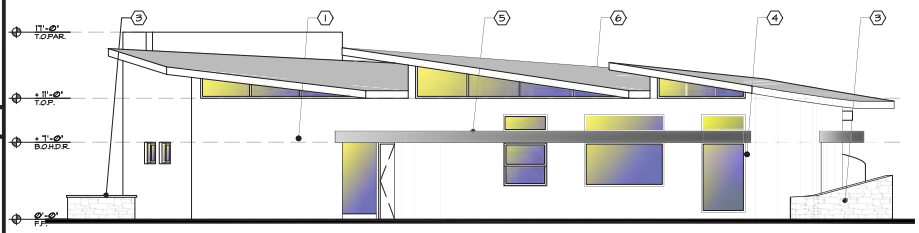
NORTH ELEVATION

3/16"= 1'-0"



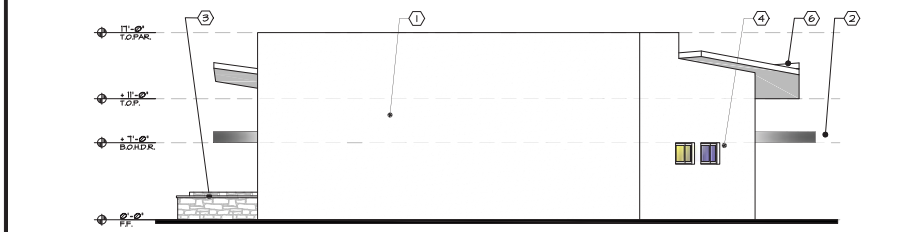
EAST ELEVATION

3/16"= 1'-0"



SOUTH ELEVATION

3/16"= 1'-0"



WEST ELEVATION

3/16"= 1'-0"

MARTIN SANDINO AIA
MARTIN SANDINO ARCHITECTURE + PLANNING LLC
AZ STATE FIRM REGISTRATION NO. RBRO-0
& AZ ARCHITECT NO. 69457
5500 N. SCAVENGER WAY #55
GILBERT, ARIZONA 85234
TEXAS #23219
455 N. CASTELLANO DR. #4207
EL PASO, TEXAS 79912
NEVADA AR5-RD
RESIDENTIAL DESIGNER
400 S. 4TH STREET #500
LAS VEGAS, NEVADA 89101
602.413.7888
M.SANDINO.ARCH@GMAIL.COM
MARTINSANDINO.COM

REGISTERED ARCHITECT
CERTIFICATE NO. 69457
MARTIN SANDINO
4-20-23
ARIZONA, U.S.A.
EXPIRES: 3-31-2024

- VAZQUEZ BUILDING -

219 W. MAIN ST. AVONDALE 85323

FLOOR PLAN & EXT. ELEVATIONS

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MARTIN SANDINO ARCHITECTURE + PLANNING LLC

CONSULTANT

2 CITY 4-20-23

DATE: JUNE/ 2023
JOB NO: 21-13
PROJECT MGR: A.B.
DRAWN BY: A.E.B.M.E.R.
CHECKED BY: M.S.

A-1 2

Exhibit F- Renderings
Electronically Submitted June 20, 2023

Apr. 14th, 2023

MARTIN SANDINO AIA

NARRATIVE STATEMENT
VAZQUEZ BUILDING
PL-22-0186

1,280+ feet West of the Northwest corner of Main Street and Central Avenue in Old Town.
APN 500-50-072

PROPERTY OVERVIEW

Introduction:

We are proposing to rezone an existing underutilized site from C-2 to Historic Avondale Infill Overlay (HAIO) to allow for a new 2,072 sq. ft. multi-tenant neighborhood serving building consisting of a beauty shop and retail tenant. HAIO zoning facilitates older C-2 zoned sites to meet the City's goals to provide a mixture of neighborhood services with more pedestrian friendly frontages through less restrictive setbacks and building envelopes, bringing buildings and shade closer to sidewalks and activating what has traditionally been underutilized space.

Our proposal is to develop the following at the "VAZQUEZ Building" site:

- 2,072 sq. ft. multi-tenant building which complements and enhances the surrounding area
- Building design will be focused on street engagement and provide an attractive street fronting open courtyard area with shaded seating
- Landscape and building form will enhance the pedestrian experience and provide critical shade along pedestrian walkways to maximize walkability
- Parking will be screened behind the building

The project will be in alignment with general plan and zoning designations as well as with the goal to create an attractive and high-quality project that fulfills the need in this historic area for a variety of commercial uses and improved walkability. The proposed uses will help support the existing residential neighborhoods, and revitalize an otherwise vacant, and underutilized parcel by providing appropriately scaled neighborhood services to the community.

SUBJECT PROPERTY & SURROUNDING AREA CONDITIONS:

The project, "VAZQUEZ Building" is located roughly 1,280 feet west of the corner of Main Street and Central Avenue with an address of 219 Main Street and consists of a single parcel (APN 500-50-072). The parcel is approximately 14,480 square feet in area (.33 acres). The site's zoning designation is Community Commercial (C-2) and the General Plan Land Use designation is Local Commercial.

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The City of Avondale's Specific Area Plan for Historic Old Town, Cashion, and Las Ligas/Rio Vista specifically confirmed the need for old-fashioned neighborhoods where a variety of housing types coexist alongside compatible commercial businesses. The Local Commercial zoning designation provides for the daily needs of goods and services to residents within the -

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surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices.

The property is currently developed with a vacant 1,068 sq. ft. building, surrounded by MH residential (Byrd's Trailer Park) on the west and south, MC-85 and C-2 commercial to the north, and C-2 commercial (Saguaro Metals) on the east. Topography is relatively flat for the entirety of the site, and Maricopa County Flood Control District Maps identify the subject site as being in Flood Zone X.

PROPOSED USE:
The goal of this rezoning is to take a long-vacant parcel in the heart of the City's Old Town district and develop a multi-tenant project that is accretive to the needs of the adjacent community by providing a high-quality, infill, locally owned business that will serve the community with neighborhood scale services that are in demand in both a current and post-Covid environment. As a single-story development, it will have no significant impact on privacy for neighboring residential uses.

The development of this vacant property into a vibrant commercial development will fulfill the Historic Avondale Infill Overlay objectives as specified below:

• Promote a healthy community by encouraging development and redevelopment of pedestrian-focused commercial businesses, such as those which encourage patrons to shop and dine for several hours without having to use their vehicles between stops

• Create a destination for unique retail, restaurant, entertainment and service uses that increase revenues and strengthen the City's tax base, drawing consumers both locally and regionally

• Respect the local and cultural significance of the City's original town site without hindering creativity in design

• Provide an environment where commerce can flourish in a traditional main street type of setting, with the knowledge that ample opportunity for suburban style development is available throughout the remainder of the City

• Create old-fashioned neighborhoods where a variety of housing types coexist alongside compatible commercial businesses

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The proposed use for a dual-tenant neighborhood commercial building is in alignment with the underlying zoning designation. The existing building on the site will be demolished and a new 2,072 sq. ft. multi-tenant neighborhood serving commercial building is proposed to be constructed. The building will consist of two (2) tenants, a hair and beauty salon 1,152 sq. ft., and a retail suite 920 sq. ft. The businesses will operate 7 days a week generally between the hours of 8:00 a.m. – 10:00 p.m. The salon will primarily be by appointment only, although walk-ins will still be accepted. Impacts from noise, vibration, odor, dust, glare, obstructed views, storm water drainage and traffic will be minimal and only what is normally associated with neighborhood commercial uses. Traffic will have ingress and egress from Main Street, and pedestrians will have a shaded courtyard entrance and walkway to either of the tenant spaces.

PROJECT DEVELOPMENT STANDARD MODIFICATIONS:

We have provided the below project data table that demonstrates the projects requested relief utilizing the HA10 overlay.

DEVELOPMENT STANDARDS	C-2	PROPOSED HA10
Minimum Lot Width	None	None
Minimum Site Depth	None	None
Maximum Lot Coverage	None	None
Maximum Building Height	30'	30'
Front Setback	20'	10'
Street Setback	20'	10'
Rear Setback	20'	20'
Side Setback	15'	West: 0', East: 5'
Parking Setback	30'	30'
Interior Setback	None	None
Setback from a Residential District or Use	50'	50'
Parking Setback from Residential District or Use	25'	25'
Maximum Accessory Structure Height	15'	15'

* Not applicable to manufactured home parks.

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DEVELOPMENT STANDARD JUSTIFICATION:

The subject property lies within the boundaries of the Historic Avondale Infill Overlay District (HAIO). The purpose of this district is to promote and facilitate the development and redevelopment of vacant, underutilized, or abandoned properties within the City's revitalization area. It has been established as a method to address potentially incompatible development standards while maintaining the character of the surrounding area. The HAIO district may be used when other tools available in the zoning ordinance will not work to address the development needs of the property. Site specific development standards and performance requirements are established at the time of overlay zoning. It is the intent of the district to:

- Accommodate growth by encouraging and facilitating new development on vacant or underutilized land in areas that already have infrastructure, utilities, and public facilities.
- Encourage the use of innovative approaches to development that utilize sustainable development practices and incorporate environmental performance standards.
- Provide flexibility in development standards to facilitate infill development and redevelopment.
- Encourage pedestrian-oriented design and development consistent with the historic character.
- Promote a positive artistic environment within the district.

Current development standards make it impractical and financially infeasible to expand the existing building. Reductions in building setbacks and parking and parking lot landscape quantities are needed to complete the proposed project. Administrative relief is not an option since some of the reductions exceed the standards by more than 30 percent.

The subject property is relatively small in area for an intermediate commercial parcel at 14,480 sq. ft. The lot depth with ranges from 132-150 feet makes it extremely difficult to meet all setback, landscaping, and circulation requirements let alone a new building on the site. There is no ability to acquire additional land from the adjacent developed mobile home park or neighboring business. This property is within Historic Avondale which provides an opportunity to rezone to more suitable neighborhood serving and pedestrian friendly development and expanding the building to provide neighborhood-oriented services is an ideal use for this property that also aligns with the City of Avondale's goals for the historic district.

PARKING STANDARDS:

This request currently proposes a salon and a retail suite. Personal service uses require 1 space/250 SF. Retail requires 1 space/300 SF. The salon is considered a Service Use and requires 5 parking spaces. The retail space requires 4 parking spaces. 6 spaces are also being provided based off employee projections. A total of 15 parking spaces will be provided on site, inclusive of 1 ADA accessible spaces.

Although sufficient parking can be provided on site, relief from the following parking standards are being requested as part of the proposal.

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PARKING STANDARD	C-2	PROPOSED HAIO
Required covered Parking	10 percent of req'd. parking must be covered	No covered parking
EV Parking	1% of parking Level 2 (.14 spaces) 3% of parking EV capable (.42 spaces)	None

MARTIN SANDINO AIA

PARKING STANDARDS JUSTIFICATION:

COVERED PARKING: Providing structural shading components will further reduce the amount of parking that can fit on the site. The applicant is providing landscaped areas adjacent to the parking and mature tree canopies will provide the same shading benefit thus the applicant is seeking relief via the HAIO.

ELECTRIC VEHICLE (EV) CHARGING STATIONS AND FUTURE EV-CAPABLE INFRASTRUCTURE:
As a percentage of the overall parking area to be provided. One percent (1%) of required parking spaces must include a Level 2 EV charging station and three percent (3%) of required parking spaces are required to be constructed to be EV-capable for future installation of Level 2 charging stations. Those figures tally up to .14 and .42 spaces respectively. Due to the small number of parking spaces provided the infrastructure investment is cost prohibitive for what would amount to be less than 1 required space. We seek relief from this requirement.

LANDSCAPING AND AMENITIES:
The applicant will provide ample shaded pedestrian walkways and front courtyard as well as follow the Street Tree Master Plan for the Historic Avondale Area. However, due to the property's relatively small size and in order to accommodate the proposal the applicant is seeking to modify the following C-2 district standards as part of the HAIO request:

LANDSCAPE STANDARD	C-2 PROPOSED	HAIO
Landscape Setback - Adjacent to public street	Minimum 30'	10'
Landscaped side setback	15'	West: 0', East: 5'
Additional req'd. landscape	20% of site area	5%

LANDSCAPE SETBACK - Adjacent to Public Streets: The C-2 district requires a minimum 30' landscape setback, measured from property lines, adjacent to all public streets. The existing site has a building that is located 10' from the property line. The site is devoid of landscaping. Parking setback and circulation requirements make it extremely difficult to accommodate a 30' front setback. The HAIO request can reduce the requirement to create a more "urbanized" form which still compliments the historic character of the area by landscaping the 10' setback along the street frontage for an attractive, tree lined and thermally comfortable pedestrian experience.

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LANDSCAPE SETBACK –
Side: The C-2 district requires a min. 15' side landscape setback. Accommodating a building, landscaping, and drive aisle on an 84' wide lot is extremely difficult.
30 feet of combined landscaping for the sides and a 26' drive aisle would only permit for a 28' wide building. The applicant is seeking HAIO relief for a 0' side setback along the west property line, but will still landscape 15' along the west property line at the rear of the building and provide 5' of landscaping along the east property line. This will allow for a visually interesting building form that highlights the shaded pedestrian courtyard front and center of the building.

20% ADDITIONAL REQUIRED LANDSCAPE: 20% of the site is approximately 3,000 square feet of additional landscaping that is required under C-2. That amount is not feasible for a commercial lot of this size that is trying to comply with landscaped setbacks, parking, circulation, let alone a new building. The HAIO can provide the relief necessary to realize an investment in a neighborhood business that can serve the local community while still providing ample shade and frontage enhancement. To offset the landscape reduction thought was put into creating a useable open space area by pairing it with the front courtyard which will provide additional functional use of the new landscaping being installed, and additional landscaping towards the rear portion of the property as well.

OPEN SPACE AND AMENITIES:
The proposed development would maintain a streetside front setback of 10 feet to provide enough landscape area to successfully plant trees and a seated courtyard area, improving the pedestrian streetscape experience and bring the building closer to the public realm while maintaining adequate circulation on site.

WALLS GATES AND ENTRY FEATURES:
There are no new walls being proposed as part of this development. An attractive shaded seated courtyard area will be placed between the building and the street encouraging patrons and pedestrians alike to enjoy the thermal comfort and sights of a pedestrian oriented destination.

ARCHITECTURAL DESIGN:
The proposed development would refresh and invigorate what has otherwise been the site of a vacant boarded up building by providing a more vibrantly landscaped and pedestrian friendly frontage. This will be achieved through entry canopy architectural embellishments, multiple building materials to break up any feelings of a "blank wall" effect, and lush new landscaping which will work to offset the urban heat island effect and provide much needed pedestrian shade along the frontage sidewalk.

Project Design will be consistent with the performance standards of the City of Avondale Zoning Ordinance and to the standards set forth in the Historic Avondale Design and Development Guidelines. As the basis of implementing design quality while maintaining the area & small-town charm the following criteria will be provided:

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• Buildings will be compatible with historic Avondale character and architecture. All sides of a structure will exhibit design continuity and contain multiple exterior accent materials that exhibit quality and durability. Visible side and rear building facades will have a level of trim and finish compatible with the front facade.

• Design will improve the character of its streetscape. A minimum of 75 percent of the sidewalk and pedestrian way will be shaded and will take advantage of shade cast from the building façade itself.

• Building will be designed to be compatible with the human scale and shall also preserve the residential and historic character of the surrounding neighborhood.
• Storefront windows will be utilized to allow views into and out of ground level spaces. Clear or lightly tinted glass will be used in windows, doors and display windows.
• Façade surfaces adjacent will be no more than twenty-four (24) feet in length without an opening.
• No building will be over fifty (50) feet wide as viewed from the property frontage
• All retail entrances will be sheltered by use of a porch, canopy or awning.
• All customer entries will be open to the public right-of-way and provide a shaded walking path leading to the sidewalk in the right of way.

SITE DESIGN CRITERIA:
The proposal is consistent with the City's 2012 General Plan and the applicable Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista/Rio Vista. The document identifies vacant properties along the north and south sides of Buckeye Road (MC85/Main Street) from Litchfield Park to Dysart roads as appropriate for more commercial uses.

This development hits on the following objectives:

• Improves Land Use by revitalizing a vacant underutilized lot to promote new development and revitalization of the Old Town site through thoughtful building design.
• Improves Health of neighborhood by increasing commercial offerings to residential neighborhoods providing access to services, and places to dine, and shop.
• Improves Mobility by enhancing pedestrian experience along street frontage through repaired and shaded sidewalks and inviting storefronts
• Improves Economic Development by adding local, small businesses into a historic commercial core
• Encourages a mix of residential, office, retail, restaurant, and service use along with entertainment activities working towards helping the area achieve an 18-hour day-to-night activity environment.

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In addition, goals and objectives 7.0 Codes and Ordinances, 7.1 Land Use and Zoning, calls for "Rezoning) properties south of Buckeye Rd from Litchfield Rd to Dysart Rd to encourage denser development". This would allow for more appropriate human scaled, small commercial uses as the document also add that "the MC 85 corridor has significant barriers to substantial redevelopment despite having high traffic volumes. On the south, residential development presents a major impediment even for the parcels that are currently undeveloped."

Along these same lines, "additional sidewalk and vacant lot edge planting would also improve the overall look of the neighborhoods", "Add trees in the three areas, lessen heat island effect", and ##Promoting neighborhood-serving businesses", are all goals this development would be able to quantify towards meeting area goals.

Ingress and egress will occur from a driveway off Main Street. Circulation will be via a 26' drive aisle to allow vehicles enough area to maneuver and park, as well as to accommodate emergency and solid waste vehicles.

Water and Sewer services are available and will be obtained by going through the proper submittals through the City's Engineering Division. A private water system will need to supply the fire sprinkler system, subject to any structure specifications.

CONFORMANCE WITH THE GENERAL PLAN

For the reasons noted in the previous paragraphs, application of the HAIO overlay is necessary to allow the proposed dual tenant commercial building. Even though development standards will be reduced as part of this request, it should be noted that the proposed expansion will still represent a significant improvement to the property. The aesthetics of the site and surrounding area will be enhanced by the construction of the proposed building, newly installed landscaping and tree lined street frontage enhancing the pedestrian experience. Section 504.F of the City's Zoning Ordinance states that any application requesting a rezone to the HAIO District must meet three (3) specific findings, as follows:

FINDINGS

1. The project will further the objectives of the General Plan and not adversely affect the historic character of the community.

LAND USE ELEMENT, GOAL 3, POLICY C – "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity."

Landscaping on the site is currently non-existent. Through redevelopment of the site a revitalized and engaging landscaped and shaded street frontage will be gained as a community asset. Approval of the proposed HAIO will not result in a new condition that negatively impacts surrounding properties or Historic Avondale.

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QUALITY OF LIFE ELEMENT, GOAL 4, POLICY A – "Ensure that new development in many revitalization areas is truly urban, rather than suburban, in form and scale."
The current site is designed in a suburban fashion. Approval of the HAIO allowing the redeveloped site to be closer to the street than current conventional zoning requires will allow for an urban-style interaction between the new building and street, enhance sidewalk connectivity, and improve the aesthetics of the site and area.

2. As previously identified, development standards of the C-2 district make redevelopment of the site very difficult. Reductions in building and landscape setbacks, landscape quantities, and parking standards are needed to allow the proposed expansion to move forward. While the City can offer Administrative Relief, allowing Staff to approve a reduction of any development standard by up to 30 percent, this process is not an option since the proposed reductions exceed the standards by more than 30 percent. Application of the HAIO overlay to the site is the only way to allow for viable redevelopment of the site.

3. The project provides a historic design that creates a pedestrian oriented environment. The conceptual building designs illustrate the intent to provide an attractive building that reflects the history of Avondale and the greater southwest. The proposed courtyard pays homage to the historical importance of having comfortable areas to gather, socialize, or seek respite while walking from day-to-day activities. While this design is conceptual and subject to modification prior to construction, it can be said with certainty that the future building will present a significant enhancement from what is existing today.

Regarding the desire for a pedestrian-oriented environment, sidewalks will be repaired or replaced, street frontage will be tree lined and shaded, and ample landscaping will be installed, greatly enhancing pedestrian experience in the vicinity.

It is our strong belief that applying the HAIO overlay is in conformance with the General Plan 2030, meets the HAIO requirements contained within Section 504 of the Zoning Ordinance, and that the proposed development standards are consistent with the desired character of development for this area.

By granting HAIO relief for our proposal the city would be meeting initiatives and goals including fostering sustainable community development and encouraging a flexible environment responsive to market trends. Thus, the applicant humbly requests that you grant relief for the proposal in the form of the HAIO. Thank you for your time and consideration.

Respectfully,

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Exhibit H - Neighborhood Meeting Summary
Electronically Submitted September 19, 2023

SEP. 19, 2023

- MARTIN SANDINO -
ARCHITECTURE + PLANNING, LLC

DEVELOPMENT SERVICES DEPARTMENT
CITY OF AVONDALE
11465 W. CIVIC CENTER DR., AVONDALE, AZ 85323
ATT'N. JOSHUA T ORTON, AICP & SENIOR PLANNER- PLANNING

MINUTES FROM ZOOM MEETING TIME: SEP 5, 2023 06:00 PM ARIZONA
ATTENDEES:

FOR THE CITY:
JOSHUA T ORTON
JODIE NOVAK
JAMIE LYNN GONZALEZ

OWNER: JUANA ENCARNACION VAZQUEZ

ARCHITECTURAL TEAM:
ALVARO BENITEZ
EDUARDO RUIZ
MARTIN SANDINO

TOPICS:

OVERVIEW,
THE PROJECT GOALS, SIGNIFICANCE OF THIS & HOW BENEFICIAL THE IMPROVEMENTS ARE & MENTION OF SOME OF THE PROGRAMS OFFERED, HOWEVER NONE FINANCIAL.
LINKS TO DEPARTMENTS & SOME HELP ITEMS MENTIONED & PHONE NUMBERS SHARED.
DATES FOR PLANNING COMMISSION & COUNCIL HEARING MENTIONED.

THERE WAS NO NEIGHBORHOOD PARTICIPATION AT ALL.

Sincerely,

MARTIN SANDINO AIA

REGISTERED ARCHITECT
CERTIFICATE NO.
59457
MARTIN
SANDINO
Date Signed.....
ARIZONA, U.S.A.
EXPIRES: 3-31-2024

ARIZONA REGISTRATION # 59457
1500 N. SUNVIEW PARKWAY #53 GILBERT, ARIZONA 85234

TEXAS REGISTRATION # 28316
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MARTIN SANDINO ARCHITECTURE + PLANNING, LLC

WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER PROPOSITION 207

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

The Owner is/are the owner of all right, title and interest to the Property generally located at 219 W Main Street, Avondale, Arizona, consisting of approximately 0.34 acres as described and depicted in *Exhibit A* and *Exhibit B* attached hereto and incorporated as if fully set forth herein (the "Property").

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

- ☐ Annexation/Equivalency Zoning Request, Application Number: _____
- ☐ Conditional Use Permit, Application Number: _____
- ☐ General Plan Amendment, Application Number: _____
- ☒ Rezoning, Application Number: PL-22-0186

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

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

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

This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

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

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

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

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

"Owner"

Juana Encarnación Vazquez
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

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

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

State of Arizona)
) ss.
County of Maricopa)

On this 30 day of October, 2023, before me personally appeared Juana Encarnacion Vazquez (name of signer), whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document.

Maria A Duarte
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-03-27
Commission No. 648497

Maria A Duarte
Notary Public

My Commission expires: 05/03/2027

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

"Owner"

Hipolito Perez Mendez.
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

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

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

State of Arizona)
) ss.
County of Maricopa)

On this 30 day of October, 2023, before me personally appeared Hipolito Perez Mendez (name of signer), whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document.

Maria A Duarte
Notary Public

My Commission expires:
05/03/2027

Maria A Duarte
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-03-27
Commission No. 648497

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Public Hearing - McDowell Villas PAD - Rezone - PL-22-0230

MEETING DATE: 11/6/2023

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: 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 and consider a continuance request by Kurt Waldier, Beus Gilbert McGroder PLLC, to rezone an approximately 12.34-acre vacant parcel of land from Agricultural (AG) to McDowell Villas Planned Area Development (PAD) to allow a 164-unit townhome development. **THE APPLICANT REQUESTS A CONTINUANCE TO THE DECEMBER 4, 2023 CITY COUNCIL MEETING FOR THE PURPOSE OF READVERTISING.**

BACKGROUND:
City Council was scheduled to hold a public hearing and consider a request by Kurt Waldier, Beus Gilbert McGroder PLLC, to rezone an approximately 12.34-acre vacant parcel of land located approximately 1,200 feet west of the northwest corner of Avondale Boulevard and McDowell Road. The site is currently zoned Agricultural (AG) and the proposal would change the zoning to McDowell Villas Planned Area Development (PAD).

DISCUSSION:
To ensure the proper public notification of the Planning Commission and City Council meetings in accordance with the Avondale Zoning Ordinance, a continuance to the December 4, 2023 City Council meeting is requested so the public hearing item may be readvertised.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
Staff recommends the City Council motion to **CONTINUE** this item to the December 4, 2023 City Council Agenda.

Contact person for document distribution: *Joshua Orton*

BEUS GILBERT MCGRODER
PLLC

ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Kurt Waldier
DIRECT (480) 429-3061
E-Mail Address: kwaldier@beusgilbert.com

FILE NUMBER
100742-000001

October 11, 2023

Re: PL-22-0230 Continuance Request

Dear Joshua:

Please accept this letter as our formal request to continue Case PL-22-0230 for the McDowell Villas from the October 18th Planning Commission public hearing to the November 15th Planning Commission public hearing. We regretfully learned that the required legal ad posted by the Arizona Republic to advertise the hearing of this case was incorrect. We look forward to bringing this case forward to the City of Avondale Planning Commission on November 15th and to the City Council on December 4th.

Sincerely,

BEUS GILBERT McGRODER PLLC

Kurt Waldier, AICP