



City of Avondale

City Council Meeting

Monday, January 8, 2024

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 Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

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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, January 8, 2024

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

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

5:30 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. PRESENTATION ITEMS (DISCUSSION ONLY)

2a. NEW EMPLOYEE INTRODUCTIONS

The following new employees will be introduced to the City Council. This item is for discussion only.

City Clerk's Office

Veronica Moreno, Administrative Clerk
Julie Knoll, Deputy City Clerk

Finance and Budget Department

Allison Bland, Senior Accountant

Fire and Medical Department

Amelia Torres, Fire & Medical Specialist
Richard Kimme, Fleet Program Manager
Nathan Williams, Support Services Technician

Human Resources Department

Priscila Pimentel, Human Resources Specialist

Office of Public Safety

Nancy Moreno, Municipal Security Officer

Parks and Recreation/Avondale Public Library

Stephanie Flood, Arts, Culture and Library
Manager
Jacob Andrada, Parks Maintenance Worker

2b. SWEARING-IN CEREMONY

The following Fire and Medical Department employees will be sworn in to their new roles. This item is for discussion only.

- Brendan Weise, Fire Engineer
- Ryan Nuetzman, Fire Engineer
- Brent Riggs, Fire Engineer
- Scott Miller, Fire Marshal

- Randal Micula, Fire Captain
- Robert MacTurk, Fire Captain
- Daniel Guerrero, Fire Captain

2c. PROCLAMATION - DR. MARTIN LUTHER KING, JR. DAY

The City Council will present a proclamation recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day. This item is for discussion only.

2d. PARKS AND RECREATION DEPARTMENT AMERICANS WITH DISABILITIES ACT ACCESS AUDIT AND TRANSITION PLAN

City Council will receive a presentation from staff regarding the City of Avondale Parks and Recreation Department Americans with Disabilities Act Access Audit and Transition Plan. This item is for discussion only.

2e. PHOTO RADAR PROGRAM

City Council will receive an update regarding the implementation of a photo radar program which was approved by City Council on May 2, 2022. This item is for information and discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

(Time is limited per person. Please state your name.)

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the December 4, 2023 City Council meeting minutes. The Council will take appropriate action.

b. QUARTERLY BUDGET TRANSFER

City Council will consider a request to approve quarterly budget transfers as summarized in the attached Exhibit A, increasing the award authority for the projects and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

c. RESOLUTION 1001-0124 - ADOPTING THE STATE OF ARIZONA NOMINATION FILING DATES, BALLOT PREPARATION DATES, AND STATE ELECTION PROCEDURES MANUAL FOR THE AUGUST 6, 2024 MUNICIPAL ELECTION

City Council will consider a request to adopt Resolution 1001-0124, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 6, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTIONS 1002-0124, 1003-0124, 1004-0124, 1005-0124 – AUTHORIZING THE CITY TO ENTER INTO ADDITIONAL DEFERRED COMPENSATION AND RETIREMENT PLAN CONTRACTS

City Council will consider a request to: a) adopt Resolutions 1002-0124, approving the participating employer addendum; b) adopt Resolution 1003-0124, approving the PSPRS Supplemental 401(a) Plan Adoption Agreement; c) adopt Resolution 1004-0124, adopting the supplemental salary deferral plan administered by the Arizona State Retirement System; d) adopt Resolution 1005-0124, approving the Public Safety Personnel Retirement System 457(b) plan adoption agreement; and d) authorize the Mayor, City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- e. RESOLUTION 1006-0124 - AUTHORIZING GRANT ACCEPTANCE FROM GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI/IMPAIRED DRIVING ENFORCEMENT OVERTIME**
City Council will consider a request to: a) adopt Resolution 1006-0124, authorizing a grant provided by the Governor's Office of Highway Safety in the amount of \$25,000, which will support the Police Department's funding of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- f. RESOLUTION 1007-0124 - AUTHORIZING GRANT ACCEPTANCE FROM AZ DEPARTMENT OF ADMINISTRATION FOR THE ARIZONA 911 GRANT PROGRAM**
City Council will consider a request to: a) adopt Resolution 1007-0124, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$300,943 for Fiscal Year 2024; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. RESOLUTION 1008-0124 – AUTHORIZING GRANT ACCEPTANCE FROM ARIZONA STATE PARKS AND TRAILS FOR HERITAGE FUND LRSP PROJECT AT DECONCINI PARK**
City Council will consider a request to: a) adopt Resolution 1008-0124 approving acceptance of a Arizona State Parks and Trails Heritage Grant – Local, Regional, State Parks (LRSP) in an amount of up to \$500,000; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- h. RESOLUTION 1009-0124 - AUTHORIZING GRANT ACCEPTANCE FROM THE U.S. DEPARTMENT OF JUSTICE (DOJ) FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**
City Council will consider a request to: a) adopt Resolution 1009-0124, accepting grant funding from the U.S. Department of Justice (DOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$26,613; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- i. ALAMAR PHASE 5 FINAL PLAT - APPLICATION PL-23-0149**
City Council will consider a request by Baylee Lopez, Wood, Patel & Associates Inc., on behalf of the property owner Empire West Title Agency, LLC, for approval of the Alamar Phase 5 Final Plat, located north of the northwest corner of Alamar Boulevard and El Mirage Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat subdivides approximately 180.02 acres into 694 single family lots (108.4 acres), 37 acres of open space tracts, and dedicates approximately 34.65 acres of right-of-way and associated public utility easements throughout the subdivision. The Council will take appropriate action.
- j. SOMAR LEASING FINAL PLAT - APPLICATION PL-23-0170**
City Council will consider a request by Derek Jacques, Alliance Land Surveying LLC, on behalf of the property owner Somar Leasing LLC, for approval of a Re-Plat of a Final Plat for Somar Leasing on property located north of Main Street (MC85) in between Central Avenue and 3rd Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Re-Plat reconfigures 5.675 acres of developed industrial property into two (2) lots. The Council will take appropriate action.

k. AVONDALE TOWNHOMES ON DYSART FINAL PLAT – APPLICATION PL-23-0183

City Council will consider a request by Ms. Stephanie Watney, Withey Morris Baugh PLC, on behalf of the property owner, 1020 North 4th Street LLC., for the approval of a Final Plat and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Final Plat is for Avondale Townhomes on Dysart, a 296-lot single-family attached townhome development on approximately 25.9-acres (gross) of vacant land, generally located approximately 750 feet south of the southwest corner of Dysart Road and Van Buren Street - between North 4th Street (on the West) and North Dysart Road (on the East). The Council will take appropriate action.

l. PARKSIDE 99TH AVENUE MAP OF DEDICATION – APPLICATION PL-20-0084

City Council will consider a request by Michael Park, P.E. of Atwell, LLC, on behalf of property owners Liv Avondale LLC, and William Lyon Homes, Inc., for approval of a Map of Dedication for a site located at the southwest corner of 99th Avenue and Indian School Road and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Map of Dedication dedicates right-of-way and a public utility easement along 99th Avenue. The Council will take appropriate action.

m. LIV AVONDALE MINOR LAND DIVISION – APPLICATION PL-23-0200

City Council will consider a request to approve Application PL-23-0200, a request by Scott Lucas with Terrascope Consulting, on behalf of Beth Heath with Liv Avondale, LLC, for approval of a Minor Land Division for Liv Avondale located north of Indian School Road and east of El Mirage Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

5a. PUBLIC HEARING FOR ANNEXATION - TOLLESON UNION HIGH SCHOOL DISTRICT – APPLICATION PL-23-0266

City Council will hold a public hearing regarding a request by Sandy Hayden of HILGARTWILSON, LLC, on behalf of the property owners Tolleson Union High School District No. 214, to annex approximately 54.73 acres of land located at the southeast corner of Alamar Boulevard and Dysart Road (Assessor Parcel Numbers 500-72-001L and 500-72-001C). This item is for discussion and public hearing only; no action will be taken at this time.

5b. RESOLUTION 1010-0124 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 18 DISCIPLINE

City Council will consider a request to adopt Resolution 1010-0124, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline to add language that would provide employees with the option of having a representative present during an administrative interview and/or a pre-disciplinary hearing and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5c. ORDINANCE 2001-0124 - AMENDING CITY CODE CHAPTER 25 - PROCUREMENT

City Council will consider a request to adopt Ordinance 2001-0124, amending chapter 25 of the City Code, pertaining to city administration and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5d. RESOLUTION 1011-0124 - SETTING FEES FOR SHORT-TERM RENTALS AND THE AQUATICS CENTER

City Council will: a) receive a presentation from staff regarding the aquatics center fee schedule; b) consider a request to adopt Resolution 1011-0124, setting fees for short-term rentals and the aquatics center; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBER
(5 minutes)

7. ADJOURNMENT

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

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

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Dr. Martin Luther King, Jr. Day

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Aneyssa Romo, Management Analyst

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

The City Council will present a proclamation recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day. This item is for discussion only.

BACKGROUND:

Dr. Martin Luther King Jr. dedicated his life to the principle that we, as a people, have achieved and can continue to achieve non-violent social change. Mayor and Council of the City of Avondale, Arizona do hereby proclaim January 15, 2024 as Dr. Martin Luther King Jr. Day in Avondale and in conjunction with others throughout the United States of America and across the globe, acknowledge the Tuesday following Martin Luther King Jr. Day as the “National Day of Racial Healing” and urges all citizens to promote racial healing and transformation individually and collectively as a means of working together to ensure the best quality of life for every child.

DISCUSSION:

Mayor and Council of the City of Avondale, Arizona do hereby proclaim January 15, 2024 as Dr. Martin Luther King Jr. Day in Avondale and urge all residents to support the principles of justice and equality as we continue to realize Dr. King’s dream of a more equitable society for all.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a



PROCLAMATION

Dr. Martin Luther King, Jr. Day

January 15, 2024

Whereas, Dr. Martin Luther King Jr. lived his life in service as a Baptist minister, nonviolent activist, civil rights leader, and philosopher to advocate for the rights of Black people, the poor and other marginalized people and to eliminate all forms of discrimination throughout our country; and

Whereas, Dr. King beckoned us toward nonviolent civil disobedience to eradicate Jim Crow laws and forced social change and opportunity for all with the consistent, persistent use of nonviolent resistance; and

Whereas, Dr. King was a great minister, serving as the inaugural President of the Southern Christian Leadership Conference, superior orator, and leader whose messages have influenced this country to integrate peacefully; and

Whereas, Dr. King worked to ensure end of the segregated South, and for the passage and signing of the historic Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

Whereas, Dr. King was honored on October 14, 1964, with the Nobel Peace Prize for combating racial inequality through nonviolent resistance, posthumously Dr. King received the Presidential Medal of Freedom in 1977, and the Congressional Gold Medal in 2003 for his civil rights leadership; and

Whereas, Dr. King was a leader whose life and death personified an unshakable commitment to nonviolent civil disobedience which has influenced other to pursue a more just, equal, and accessible society even in the when facing obstacles and frequent threats; and

Whereas, Dr. King's words From the Streets of Selma to the Walls of the White House share, "The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy. The true neighbor will risk his position, his prestige, and even his life for the welfare of others" hold true to this day; and

Whereas, the City of Avondale, in conjunction with others throughout the United States of America and across the globe, acknowledges the Tuesday following Martin Luther King Jr. Day as the "National Day of Racial Healing" and urges all citizens to promote racial healing and transformation individually and collectively as a means of working together to ensure the best quality of life for every child.

NOW, THEREFORE, the Mayor and Council of the City of Avondale, Arizona do hereby proclaim January 15, 2024 as Dr. Martin Luther King Jr. Day in Avondale and urge all residents to support the principles of justice and equality as we continue to realize Dr. King’s dream of a more equitable society for all.

Mayor Weise

Vice Mayor Pineda

Councilmember Conde

Councilmember Malone

Councilmember Nielson

Councilmember Solorio

Councilmember White

ATTEST: _____
City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Parks and Recreation Department Americans with Disabilities Act Access Audit and Transition Plan

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.
 - Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.
-

PURPOSE:

City Council will receive a presentation from staff regarding the City of Avondale Parks and Recreation Department Americans with Disabilities Act Access Audit and Transition Plan. This item is for discussion only.

BACKGROUND:

The City of Avondale Parks and Recreation Department received national accreditation through the National Recreation and Parks Association's (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA) Standards in 2022. Through a process of peer verification of compliance with national standards, CAPRA accreditation assures policymakers, department staff, and the public that an accredited park and recreation organization has the operational capacity to deliver programs, facilities, and services at a high level of quality.

During the accreditation process, it was determined that the City's Americans with Disabilities (ADA) Transition Plan was not current and that a new plan would need to be developed to meet CAPRA Standards and more importantly, the Americans with Disabilities Act. This was the only standard where the city was deficient.

7.2.1 – ADA Existing Facility and Site Access Audit

Standard: The agency shall complete an access audit of all existing sites and facilities. Pursuant to the US Department of Justice Title II regulation at 35.105, the agency must evaluate its existing facilities and sites against the most current final and enforceable Standard for Accessible Design.

Further, the City must have a transition plan per 35.150(d) of the DOJ title II regulation. The plan should identify the barrier, the corrective work, the date by which the work will occur (in our reports, the Phase), and the person responsible for barrier removal. This plan does so for the Parks and Recreation Department.

DISCUSSION:

Last year, the city engaged the WT Group Accessibility Practice Project Team to perform an ADA audit of Parks and Recreation facilities and programs. The WT Group audited 22 sites and generated individual reports for each site. This report is a summary of those findings, along with recommendations, a phasing strategy, and a cost reference for corrective action.

John McGovern, Principal-in-Charge, WT Group Accessibility Practice Project Team, will present the draft plan for review of findings and implementation to the City Council for feedback. The final plan will be brought back to the City Council at a future date for formal adoption. The draft plan will also be placed on Avondale Connect for public review and input.

BUDGET IMPACT:

The total of all cost references is \$1,723,280.80. As recommended, the plan would be implemented over fourteen fiscal years, or less depending on resources available, and included in the annual budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

AMERICANS WITH DISABILITIES ACT ACCESS AUDIT AND TRANSITION PLAN

REPORT TO CITY OF AVONDALE PARKS AND RECREATION DEPARTMENT

FINAL REPORT: SUMMARY AND RECOMMENDATIONS - DRAFT

DECEMBER 1, 2023

PARKS AND RECREATION STAFF PROJECT TEAM

Bryan Hughes, Parks and
Recreation Director

Corey Larriva, Assistant
Director of Parks and
Recreation

Dominic DeCono, Senior
Management Analyst



WT GROUP ACCESSIBILITY PRACTICE PROJECT TEAM

John N. McGovern, JD
Principal-in-Charge

**Tatum Storey, MSW, Certified
ADA Coordinator**
Project Manager

**Shelley A. Zuniga, CASp,
Certified ADA Coordinator**
Senior Project Manager

**Laurel Heizelman, LRT, CTRS,
CPRP**
Accessibility Specialist



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INTRODUCTION AND THE ADA MANDATES

Federal requirements mandate the accessibility of Avondale sites and facilities. This report is a summary of our findings and recommendations to make Avondale parks and facilities more accessible to people with disabilities. The detail, and recommendations, are in the site reports. This report recommends steps to meet the requirements and incorporates smart practices.

For efficiency, the City cannot implement all of our recommendations at once; no local government can do so. We suggest a phased approach to retrofits. It is important that Avondale staffs gain a good understanding of the findings and recommendations. We suggest a step-by-step approach, as described in the following pages.

We first review the application of the Americans with Disabilities Act (ADA) to City facilities and parks. This portion also identifies some tasks that remain to be completed by the City.

What are the Americans with Disabilities Act (ADA) General Mandates?

The [Americans with Disabilities Act](#) (ADA) is a comprehensive federal civil rights law. It prohibits discrimination on the basis of disability. Effective January 26, 1992, it has been amended by Congress only once, in 2008. The ADA has three principal titles. Title II applies to the Avondale and the 89,000 other units of state and local government across the country, and it requires the City to make parks, facilities, policies, communications, and programs, accessible to and usable by people with disabilities. Other portions of the ADA prohibit discrimination by employers (title I), as well as businesses and nonprofits (title III).

The subject of this report is Avondale parks and facilities. We do note the treatment of employee spaces is different than public spaces. A space used principally by City employees that might be visited by a member of the public is not solely an employee space, and must have a level of accessibility for that visitor if he or she has a disability. The City may also have relationships with nonprofits or other entities, and when an entity uses or benefits from the use of City property or resources, the entity is prohibited from discrimination on the basis of disability.

The ADA is to be broadly interpreted. In this section of the final report, we will define terms as they are defined by the ADA. In the remainder of this section, we will review the:

- ADA administrative requirements for the City;
- Ways in which the ADA applies to new design and construction;
- ADA requirements for existing facilities;
- ADA Transition Plan requirement;
- ADA requirements for City public facing policies;
- ADA requirements for Avondale programs, and
- ADA requirements for Avondale communications.

Finally, this section concludes with a review of the limitations on the accessibility requirements, including technical infeasibility and the concepts of undue burden.

What Are the ADA Administrative Requirements?

The US Department of Justice (DOJ) published the title II implementing regulation in 1991, and it became effective on January 26, 1992. It has been amended once, and those changes became effective March 15, 2011. The DOJ title II regulation is [here](#).

Avondale faces many administrative requirements under title II of the ADA. In this section of the report, we will describe and review five key administrative requirements.

35.106 Notice Requirement: The City must make its citizens aware of the “...protections against discrimination assured them...” by the ADA. In doing so, the City must provide information about how parks, facilities, programs, policies, and communications are affected by the ADA. **We recommend the City do so in a way that is inviting and appealing, and consistent with the way in which the City communicates with members of other protected classes.**

35.107(a) Designation of Responsible Employee: The City must appoint at least one staff “...to coordinate its efforts to comply with and carry out...” its obligations under the ADA. Known as the ADA Coordinator, this employee is responsible for investigating complaints regarding noncompliance, and coordination of overall ADA implementation. Phil Cundiff is the ADA Compliance Officer; the City meets this requirement. **We recommend the Department assign coordination of ADA implementation to one employee, and that the employee coordinate their work with Cundiff.**

35.107(b) Complaint Procedure: The City must have a process by which disputes regarding accessibility at sites, effective communications, and inclusion in programs and services can result in “...prompt and effective resolution...”. DOJ refers to this as a “grievance procedure”. We do recommend that the City change the way it refers to this process. Naming this a complaint or grievance process makes it to be adversarial in nature. It need not be, and in fact, many believe that a more positive approach yields “prompt and effective resolution” in a much more customer-friendly way. **We suggest the City consider renaming the process to *Access and Inclusion Solutions Process*, or some other appropriate name that is inviting, not adversarial. We have provided a sample process to the Department.**

35.130(b)(7) Make Reasonable Modifications: The City must make reasonable modifications that enable access to programs and facilities, when so requested by a person with a disability, unless doing so creates an undue burden. The statute and the DOJ regulation identify many actions or devices that are a reasonable modification. In addition, court decisions and DOJ settlement agreements help further define the term and the limits on the concept of reasonable modification. The DOJ ADA website is a good source of information on this subject at www.ada.gov.

35.150(a)(3) Writing Requirement: The City, whenever it denies a request for a reasonable modification, must create a writing that describes the request and the reasons for the denial. This is a mandate once it is determined by City staff that a request would create an undue

burden. Importantly, the writing is to be signed by "...the head of the entity or his or her designee...". In making this decision, the entity is to consider "...all resources available for use in the funding and operation of the service, program, or activity...". **We recommend that the City Council, as a consent agenda item, delegate this authority to the City Manager, and authorize the City Manager to delegate that authority to the Director of Parks and Recreation and other department and division heads.**

We also recommend that the City keep these writings together for ease of access and analysis. These will have great risk management value and will help in forecasting the requests the City receives.

What Are the ADA Requirements for New Design and Construction?

Many of the ADA requirements are open to some interpretation regarding compliance. There is, however, one set of requirements that is clear: all City new design and construction must comply with the federal [2010 Standards for Accessible Design](#). The DOJ regulation at section 35.151 establishes this requirement, and permits a variance only when it is "structurally impracticable" to fully comply with the Standards.

Experts estimate that design and construction for ADA compliance adds not more than 1% to the facility cost. For the City, it is critical that all designers and contractors understand this mandate and comply with this mandate. Plan review and effective project management by City staff assure that plans and ongoing construction are compliant. The investment of human resources towards this goal is much less costly than removing barriers after the construction of a park, trail, or facility.

New design and construction includes alterations and additions, therefore alterations and additions must adhere to the 2010 Standards. The DOJ title II regulation, at 35.151(b)(4), establishes a requirement that when alterations or additions occur at an existing Avondale facility, that a "path of travel" is required to connect the accessible elements of the existing facility with accessible elements in the altered area or addition. In preparing the regulation, DOJ recognized the inequity of a result whereby the accessibility portion of an alteration or addition, the path of travel, could require more fiscal resources than the alteration or addition. The regulation therefore introduces the concept of disproportionality, which permits the City to limit path of travel costs to 20% of the cost of a project.

Three clarifications are necessary regarding the concept of disproportionality.

First, the City may elect to apply the concept of disproportionality; it is not required to do so. If the City wishes to make the cap 30% of the cost of the alteration or addition, it may do so. The ADA sets the floor, not the ceiling.

Second, the path of travel must be applied when the alteration or addition is to a primary function area. A primary function area is "...a major activity for which the facility is intended." Examples in the title II regulation include "...the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out." We would add other examples, pertinent to Avondale facilities. These include:

- Playground surfaces and playground components at City playgrounds; and
- Spectator seating and player seating at City softball and baseball fields.

Third, some work at an alteration or addition is simply maintenance and the cost of that work may be deducted from the determination of the cost of the alteration or addition, thereby affecting the amount necessary to meet the 20% disproportionality test. At many sites, these non-alteration costs are very small. In a world where every Avondale penny counts, it is appropriate to apply the concept of disproportionality properly.

Access requirements for new design and construction are important in the context of the Avondale Capital Improvement Plan (CIP). It is critical that CIP project designers and contractors meet or exceed federal and state requirements.

What Are the ADA Requirements for Existing Facilities?

The title II requirements for existing facilities begin with a requirement that the **programs** within those facilities and sites are what is to be made accessible. DOJ title II at 35.149 clearly states that "...no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity."

The term "program" is to be broadly interpreted. For the City, a program is the opportunity made available to the public.

Swimming is a program.

Making public comment at a City Council meeting is a program.

Sports fields are a program.

Playgrounds are a program.

Having picnic tables in a park is a program.

Staffing and conducting recreation activities during the summer or afterschool is a program.

Think broadly here, and understand that a program is not just an organized activity for which one registers and participates. In applying 35.149, it is a violation of the ADA if a City program cannot be accessed by a person with a disability because the facility in which the program is located is inaccessible.

Title II at 35.150 discusses the parameters for making existing facilities accessible. It requires the City to view that program "...in its entirety..." at 35.150(a). This is interpreted to mean that all of the locations of a program, e.g., every Avondale playground, must be viewed before determining which will be made accessible and which will be left as is until next altered or replaced. This latter statement is made clear at 35.150(a)(1), where the City is told by DOJ that

these requirements do not "...necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities..."

Making a program accessible does not always require making a facility accessible. This is explained by DOJ at title II 35.150(b), where it reviews some of the methods to make a program accessible. The non-structural methods, include, but are not limited to:

- Relocating a program from an inaccessible site to a site that is accessible;
- Providing a program at two or more sites, one of which is not accessible and at least one of which is accessible;
- Redesign or acquisition of equipment to make program participation possible;
- Bringing the program to the person with a disability by making home visits;
- Construction of new accessible facilities to house the program; and
- Providing extra staff to facilitate interaction by program beneficiaries.

Elsewhere in title II, the City is required to make changes to rules and policies as well. These nonstructural alternatives may be effective in making a program accessible. However, when nonstructural alternatives are not effective in making the program accessible, 35.150(b) requires the City to alter existing parks, facilities, and assets, and when doing so, to treat the alteration as new work and comply with title II 35.151. The City must also give the highest priority "...to those methods that offer services, programs, and activities...in the most integrated setting". We review this mandate elsewhere in this report. Additionally, the City must disperse the accessible programs that are to be retrofit. For example, all accessible playgrounds cannot be located in one neighborhood of the City.

The 2011 title II regulation amendments introduced the concept of safe harbor for the City and other states and local governments at 35.150(b)(2). If the City in designing and constructing an asset, before March 15, 2012, complied with the 1991 Standards for Accessible Design, it cannot be penalized if the Standards change at a later date. An example of safe harbor is the reach range requirement. In the 1991 Standards, reach range could be as high as 54" above the finished floor (aff) if a side approach was used and only 48" aff if a forward approach was used. In the 2010 Standards, because of confusion about forward reach and side reach, the maximum reach range was simply reduced to 48" aff. The safe harbor concept applies here, and at Avondale facilities designed and constructed before March 15, 2012, where a proper side reach can be used, an operating mechanism can be as high as 54" aff. However, if that hypothetical operating mechanism is at 55" aff, it failed to meet the 1991 Standards and must be retrofit to meet the 2010 Standards maximum of 48" aff.

It is important to note that many City assets were not addressed by the 1991 Standards, and were only addressed later in the 2010 Standards. That includes City playgrounds, sports fields, sports courts, and fitness facilities, to name a few. As such, the concept of safe harbor cannot apply to these assets, and the program access test reviewed earlier in this section applies. As an example, playgrounds, but not necessarily all playgrounds, must be accessible. See our discussion regarding the transition plan for more detail.

What is the ADA Transition Plan Requirement?

The title II regulation, at 35.150(c) and 35.150(d), make clear the Transition Plan requirements. A transition plan is a phased order of retrofit for all existing parks and facilities. At 35.150(d), the requirements are:

- Describe the deficits at every City asset;
- Describe a solution for each deficit, or if it is to be left as is, describe why;
- Specify the year or by what date in which the retrofit will occur; and
- Name the City official responsible for assuring compliance.

No City plan can be effective, however, without cost references or estimates. In developing the Transition Plan, the City has received cost references for planning purposes to enable effective planning for the retrofits that will occur.

A key issue for the City is understanding guidance as to by what date all retrofits must be completed. The title II regulation, at 35.150(c), discussing the period for compliance, offers this guidance:

“Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.”

To suggest that this is not helpful guidance to the City is an understatement, for several reasons. First, the ADA became effective January 26, 1992. Second, it would be literally impossible for the City to have made all of the necessary retrofits by January 26, 1995. In fact, it would be literally impossible for the City to make all retrofits that are necessary during any three-year period. Third, when the title II regulation was amended by DOJ and made effective March 15, 2011, this language was not updated with a new compliance date. Fourth, when the 2010 Standards were published and included for the first time certain types of recreation assets, there was no change to the completion date of 1995.

The City can draw guidance from the statement above by acknowledging that retrofits will occur as soon as is possible. This requires a balancing of City resources, integration of Transition Plan retrofits with CIP activity, and assigning a higher priority to Transition Plan work than to discretionary development and acquisition.

Regarding parks and facilities, there is other guidance by DOJ. If there is only one of a type of asset, it must be made accessible. If there are numerous assets of the same or similar type, such as playgrounds and sports fields, not necessarily all must be retrofit to be accessible. When the issue of recurring assets arises, DOJ does not specify a ratio or percentage that must be accessible. Our work in preparing transition plan recommendations relies on making a minimum of one of every three recurring assets accessible, and dispersing accessible assets throughout the City. This assures that no matter where a resident is, some City assets are near him or her and are accessible.

Lastly, title II at 35.150(d)(a) requires the City to provide an opportunity for the public to participate in the development of the transition plan. The City conducted two feedback sessions on October 3 and 4, 2023. In addition, the City provided a survey for residents and other users of City sites that was available from September 18, 2023 through October 20, 2023. This is discussed in more detail later in this report.

What Are the ADA Requirements for Avondale Communications?

The title II regulation, at 35.160, requires that Avondale communications to the public with disabilities must be “as effective” as communications to those without disabilities. People with certain health conditions such as deafness or impaired vision may not be able to ascertain the message within the communication. People with a cognitive impairment may not understand the message. People with physical disabilities that limit their ability to use a mouse may not be able to get the cursor to the content on the website.

More and more local governments were using their websites for communication with the public as well as with employees. Certainly today, in a Covid-19 era, that reliance has only grown. The broad requirements apply to the City website, letters, contracts, aural communication that might occur at a City Board meeting, emails, phone calls, and more.

What Are the ADA Limitations? Technical Infeasibility and Undue Burden...

Title II does impose some restraint on the making of reasonable modifications, removal of architectural barriers, and making communications accessible. DOJ expects that these restraints will be implemented as an exception, rather than the rule.

In the 2010 Standards, technical infeasibility is defined within section 106.5 regarding Defined Terms. The City need not make retrofits when doing so is technically infeasible. Again, recognizing that the ADA sets a floor and not the ceiling, the City can choose to make the retrofit. A retrofit to an existing facility may be deemed as technically infeasible when it meets the condition described below:

“With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements.”

Title II also defines undue burden. The concept of undue burden typically includes three elements: undue administrative burden, undue economic burden, and fundamental alteration. DOJ requires at 35.130(a)(3) that the City bear the burden of demonstrating that denial of a request by a person with a disability rises to the level of one of these three conditions. Each is cited and discussed below.

35.150(a)(3) Undue Administrative Burden: DOJ and the US Congress recognized that there may be circumstances in which a small local government, will find it difficult to administratively obtain the personnel, devices, and processes by which it can make reasonable modifications, or remove barriers. This circumstance will be hard to show in

Avondale. In a densely populated metropolitan area like the Phoenix suburbs, some jurisdiction, nonprofit, or business will have addressed and resolved the request related to disability faced by the City.

35.150(a)(3) Undue Financial Burden: DOJ and the US Congress recognized that there may be circumstances when a local government will find it difficult to provide the fiscal resources to make a modification or to remove barriers. This circumstance is hard to show for the City. DOJ guidance requires that the City consider the entire budget before claiming Undue Financial Burden. For example, if a modification for a child with a physical disability will require the creation of a firm and stable accessible route to sports fields, the City must consider operating and capital budget unexpended resources in determining whether it can grant this request for modification.

As an important note, City staff must understand this approach. Often, staff will consider only the budget they control, in making decisions about Undue Financial Burden. That is not the correct approach. If a City employee takes a job at another agency, and there are \$10,000 in salary savings due to that departure, it is the burden of the City to show why that \$10,000 could not be allocated to the accessible route example above.

35.130(b)(7) Fundamental Alteration in Nature of the Service, Program, or Activity: DOJ and the Congress recognized that a circumstance may arise where a local government will find it difficult to provide the requested modification based on disability because in doing so the fundamental nature of the service, program, or activity will be changed. For example, beach volleyball is very popular. However, a person using a wheelchair will be unable to negotiate the sand surface in a beach volleyball court. If he or she requests a modification such as replacing the sand with a hard surface court (wood, asphalt, concrete, etc.), the City could do so, as the engineering is not complex. Were that to happen however, the very nature of sand volleyball would be changed.

These same three concepts apply to Avondale communications. These must be as effective for people with communication impairments as are communications for people without disabilities. Language identical to 35.150(a)(3) and 35.130(b)(7) is found at title II 35.164.

A GUIDE TO THIS REPORT

There are approximately 1,300 access deficits identified in the 22 site reports. The ADA requires that the access audit identify every access deficit at every site. For each deficit, a solution must be identified. The City has many trails, and many have deficits. We discuss trail access later in this report.

The City does **not necessarily have to make every site accessible**. It **does** have to make every program it conducts within its sites accessible.

In this report, we identify some broad solutions, such as refreshing all accessible parking, as a way to address issues identified in the site reports, and as a way for the City to better manage compliance. This gives the City flexibility within its compliance efforts to move resources so that they are applied with optimal impact. We offer these systemic changes as a complement to a site-by-site approach. The City will determine how to proceed, and many local governments apply a hybrid of a systemic and site-by-site approach.

The scope of our work does not include the design of a solution. Our recommendations are performance based. For example, if a parking stall at the Civic Center Library needs to be made accessible by having the proper striping and signage, we will make that recommendation, and will note the dimensions and sign type. The design of a solution is a task for City staff or contractors.

We recommend the following to facilitate review:

First, read this Report. It provides a “big picture” review of the issues and solutions.

Second, read the 22 site reports. View the reports digitally, and you have instant access to the report content and supporting images.

Third, use your knowledge of the sites and the expertise of City staff. City staff know City sites better than we do, and City staff know the staff better than we do. Blend in what you know with what we recommend in the report. There are many ways to solve access problems, and the successful alternative may well be one you define.

COMMON ISSUES

In our work, some common big picture issues arose that complement the recommendations in the specific site reports. One of these is that ways in which maintenance affects accessibility to playground surfaces and other assets.

Maintenance

The City uses a conscientious staff to maintain its parks and facilities. However, over time, every site yields to wear and tear. The recommendations below describe ways in which attention to maintenance can specifically address some access deficits.

1. **Provide training** to maintenance staffs regarding the features of an accessible route and how to ensure that it remains unobstructed. This requires staff to place park amenities, e.g., garbage cans or signs, adjacent to the accessible route.
2. **Add door closer checks** to park maintenance staff checklists, and record observations on a regular basis. When too much force is required to open a door, adjust the closer.
3. **Purchase some new tools.** The City needs battery-powered 2’ digital levels, and tools to measure pounds of force that are designed for this purpose. Do not use 4’ digital levels. These tools can be assigned to staff for scheduled spot-checks at doors.

Changes in Level and Gaps

The routes and sidewalks that make up the City’s network of accessible routes are in fair condition. Wear and tear, settling, weather, and other factors combine to cause changes in level, and gaps along portions of those accessible routes, making that portion noncompliant and a barrier to many visitors with physical and sensory disabilities.

Removing changes in level and gaps has a significant universal design benefit too, as more people with all types of conditions can more easily use City routes, such as staff pushing carts of supplies, parents with kids in strollers, and people using an assistive device such as a wheelchair, Segway, or walker.

4. **Add** change in level of more than .25" **to park maintenance safety checklists** in 2024. This will help identify and correct these problems before they expand. Make or buy pre-measured shims and distribute to employees for their use and ease of measurement.
5. **Add inspections for gaps** of greater than .5" **to park maintenance safety checklists** in 2024. Identify and fill these gaps before they expand. **In the alternative, consider resurfacing segments of deteriorated asphalt routes.**
6. **Eliminate changes in level** by the end of 2025. Using the rationale that the most severe changes in level are the greatest barriers to access, make changes in level of greater than .75" the highest priority.

Make changes in level of between .5" and .75" the second priority.

Make beveling of changes in level of .25" to .5" the third priority. ***Consider acquiring or contracting for a grinder.***

7. **Adopt** a policy about the use of Other Power-Driven Mobility Devices (OPDMD) at City sites, and promote that policy to the general public. Every day, people with limited physical mobility start to use a Segway or similar machines.

Per the new ADA title II regulation published September 14, 2010, City policies or processes permitting the use of OPDMDs were required as of March 15, 2011.

These assistive devices provide great benefits to people with disabilities and the sooner the City has a policy in regard to their use the better. The policy could, at a minimum, address times of allowed use (dawn to dusk), speed limits, off-limits areas, status of the user as a person with a disability, and minimum age. It is important to note that a power driven mobility device is not a wheelchair. That device has a separate definition and is already allowed in facilities and parks. The Department of Justice has a good advisory on this topic. It is [here](#).

Obstructed Accessible Routes

Employees **may** see an accessible route as an empty 36" wide space in which a potted plant or garbage can is a perfect fit. However, that blocks or obstructs the accessible route.

8. **Provide training to park maintenance, recreation, and administration staffs** regarding maintenance of accessible routes in parks and in recreation facilities.

Employee Work Areas

The City employs many qualified and skilled full time staff, making parks and recreation services available to residents. The City employs many more on a part-time or seasonal basis. The City

likely has employees with disabilities and in the future, will have **more** employees with disabilities, in all categories of employment.

It is important to address access to work areas, and both the title II regulation and the work of the Access Board do so. Section 203.9 of the 2010 Standards for Accessible Design makes clear how to treat employee areas.

Generally, a person with a disability should be able to **approach**, **enter**, and **exit** the work area. This is addressed by requirements for accessible routes and accessible means of egress. Other factors are door width, and threshold changes in level.

Excluded from this exception are several types of common spaces in employee areas. Spaces such as the ones below must meet the access guidelines as they are excluded from the definition of employee-only areas:

- corridors;
- toilet rooms;
- kitchenettes for employee dining use, and
- break rooms.

In short, the key issues are the accessible route, changes in level, doors and entries, and maneuvering space once within the work area. This approach is effective so long as when the City hires an employee with a disability, or a current employee acquires a disability, it will remove architectural barriers in work areas or make other accommodations.

The two recommendations below are important for all employees at all City sites.

9. **Address accessibility in the City personnel policies**, and note that, upon request by an employee, the City will make reasonable accommodations, which **may** include the removal of architectural barriers in workspaces.
10. **Require new construction, and alterations or additions** that include employee work areas to be designed and constructed so they are compliant with the 2010 Standards for Accessible Design any more stringent Arizona requirements.

Accessible Parking

The City maintains approximately 2,482 public parking spaces with 107 designated accessible spaces. It is common to see barriers in parking, and the access audit revealed many deficits in parking.

The test for the ratio of accessible stalls to all stalls is per parking lot. See our site reports for details.

11. **Create a parking stall template.** A suggested template is below.

Parking Stall Dimensions

Stalls are a minimum of 8' wide. An adjacent access aisle must also be a minimum of 5' wide. The access aisle can be shared by two accessible stalls.

The collection of signs must include the International Symbol for Accessibility. Federal settlement agreements require a second sign, on at least one stall, that says VAN ACCESSIBLE. This stall must be 11' wide with a 5' access aisle. An acceptable alternate is 8' and 8'.

Finally, the bottom edge of the lowest parking sign is a minimum of 60" above the finished grade. We suggest that the signpost be centered at the head of the accessible stall and we suggest that the curb cut and detectable warning run the distance of the access aisle.

The most common deficit in accessible parking stalls and access aisles is the slope. The 2018 IAC limits the slope to **not more than 2.08% in any direction**.

This is a challenging requirement that can take considerable effort to meet.

Connection to the Accessible Route

The access aisles should connect to an accessible route. The maximum running slope for the accessible route is 5%, and to account for heaving and settling, we recommend 4%. The maximum cross slope is 2%.

Passenger Loading Zone

The loading zone must have an access aisle adjacent and parallel to vehicle pull-up space. The loading zone access aisle must be a minimum of 60" wide and 20' long.

12. By 2025, **develop a plan to correct or refresh every accessible stall** at every City facility. Incorporate this task into other plans that require parking lot repair, restriping, or resurfacing.

Running Slope and Cross Slope

There are many sites with running slopes steeper than permitted. At some sites, this was a minimal issue, but at others, it was a significant variance. This condition naturally occurs when concrete settles, or when connections between new and old routes are off by fractions of an inch.

Cross slope is equally important, as it serves drainage as well as access purposes.

13. **Revise standard specifications and details** so that in new construction and alterations the slope of the AR shall not exceed 1:21, or 4.7%, as opposed to 1:20, or 5%. This allows room for field error.

14. **Revise standard specifications and details** so that in new construction and alterations the ramp slope shall not exceed 1:13, or 7.7%, as opposed to 1:12, or 8.33%. This allows room for field error. It also makes ramps easier to use for everyone, not just people with disabilities. This universal design approach is also a risk management tool.
15. **Revise standard specifications and details** so that in new construction or alterations the cross slope shall be an integral part of the project and shall not exceed 1.9%. This allows room for field error.

Detectable Warnings

The US Access Board suspended the detectable warning requirement in the late 1990s, for several years. It was restored in 2002. However, it is not required in park and facility use by the 2010 Standards. **As a smart practice, we recommend the use of detectable warnings.**

16. As with parking, **develop a template for detectable warnings.**
17. In the same year that parking is refreshed, **implement a plan to correct or refresh every detectable warning** at every curb or crossing at City facilities. If necessary, phase this out over a two or three-year period.
18. Weather greatly affects the life of detectable warnings. We recommend the use of durable, metal plates as opposed to plastic plates.

Door Opening Force Requirements

Avondale facilities have many doors. Many have closer mechanisms. Some of these need adjustment to bring the pounds of force (lbf) necessary into compliance (5 lbf for interior doors and 8.5 lbf for exterior doors). However, some of the closers are just old. The wear and tear of 20 or more years erodes the closer effectiveness.

19. **Evaluate and determine the age of door closers.**
20. **Add door closer maintenance checks** to safety checklists in 2024 and for closers with 10 years of service or less, aggressively maintain them for effectiveness.
21. **Purchase and install new door closers** for all exterior doors (with closers 20 years old or more) and 50% of interior doors by the end of 2025.
22. **Purchase and install** new door closers for all remaining interior doors (with closers 20 years old or more) by the end of 2027.
23. **Consider acquiring, installing, and maintaining** power assisted door openers for City facilities with heavy consumer traffic.

Signage

City signs serve several purposes. First, signs assist wayfinding in large sites such as the Civic Center Complex. Second, signs identify important permanent elements of facilities, such as restrooms. Third, signs facilitate access by people with vision and physical limitations.

The 2018 IAC treats two types of signs differently. Signs for permanent spaces, such as a bathroom, must be in both Grade 2 Braille and raised lettering. Signs that are directional or informational only require visual lettering of a certain size. Be certain to incorporate these approaches into signs in buildings and sites operated by the City.

24. **Create a sign template for use by the City** in 2024, and describe where and in what facilities signs will be used. The template could include size of sign, mounting height, mounting location, size of characters, space between characters, contrast between characters and background, icons or symbols used in the signs, City information (name of facility? phone number? main office number?), and more.
25. **Implement signage template and refresh** City signs in 2025.

Bathrooms

Bathrooms are an essential part of a visit to an Avondale site. Exercise, food and beverage, social activities, and more all rely on one of the oldest designs known to us. Making those facilities accessible is tremendously important.

26. **Develop a bathroom template in 2024.** This is a list of criterion for restrooms, not a design template. Be sure to include temporary facilities such as portable toilets in the template.

The template should address the toilet, grab bars, items in the stall such as toilet paper and hooks, the stall, operating mechanisms, mirrors, sinks, hand towels, and more.

27. **Include bathroom renovations** at facilities in the Avondale Capital Improvement Plan.
28. **Consider the use of automatic flush controls.** These have environmental benefits and are a great way to eliminate some accessibility problems.
29. **In the interim, implement non-structural modifications recommended in each section of this report,** such as lowering mirrors, remounting grab bars, changing the height of toilets and urinals, installing compliant stall hardware, and so forth.

These less costly changes on a site-by-site basis will serve your customers well until resources are available to renovate restrooms on a comprehensive scale.

30. **Make at least one portable toilet,** where provided at a site, accessible. This includes a portable toilet placed at a picnic shelter or adjacent to sports fields. These must be accessible and must be served by **an accessible route.**

The City has sites with portable toilets; this must be addressed. Use our site report recommendations, and require compliance by City vendors.

Alarms

In existing facilities where an aural or audible fire alarm system is provided, a visual alarm is not required unless the building was constructed after January 26, 1992 or has been upgraded since that same date. If an alarm in an existing facility is audible only, it need not be modified to include a visual alarm unless it is replaced or upgraded in the future.

31. **Determine in 2025** if systems have been upgraded or replaced since 1992.
32. **Develop a plan in 2026** for the installation of aural and visual alarms in renovations.
33. **Retrofit construction that has occurred since 1992** to include aural and visual alarms by the end of 2028.

Publications and Online Information

The use of an interactive park grid on the Avondale website is an important tool for residents and the Department can now use it to communicate about accessibility. Incorporate the access work City staff completes and indicate in your amenity list the location of accessible features.

34. **Update print material parks and facilities** information to reflect City plans regarding access, and to note which sites are accessible or will be made accessible.
35. **Update website** information to reflect City plans regarding access, and to note which sites are accessible or will be made accessible.

People with disabilities rely on the information in City publications as well as the City website. Later in this report, we summarize our recommendations for making City assets that recur, such as playgrounds and sports fields, accessible. Remembering that not necessarily every recurring asset must be accessible, we urge the City to use print and online materials to “brag” about what assets are accessible at which City sites. The City has accomplished much, and will accomplish even more in the years to come. Tell your community about those achievements through your print and online materials.

36. **Promote accessibility success stories** at City sites, in print and online materials.

Maintenance Buildings

Maintenance areas are addressed in specific site reports, and employee areas are addressed earlier in this report. We note earlier that the City can apply a different standard to employee work areas, but employee work areas are not exempted from access requirements. City maintenance staff should receive training in regard to applying the **approach, enter, and exit** strategy so that they understand the reason for the various requirements.

37. **Train maintenance staff supervisors** in accessibility concepts that are applicable to the maintenance building.
38. **Implement recommendations regarding parking, accessible route, changes in level, gaps, doors, and alarm systems** at the maintenance areas.

For these sites, efforts must be made annually towards the correction of access deficiencies. This can be done through existing capital plans, or by following our recommendations in the site reports for specific retrofit work.

PROGRAM ACCESS TEST

The US DOJ test for existing facilities is known as the “program access test”. A “program” is an opportunity made available by the City. It can be as diverse as eating a sandwich at a picnic table in a park, enjoying a playground at a park, enjoying a walk at Alamar Park, and attending a Board of Commissioners meeting and making public comment. A program is not just an activity for which a person registers and pays a fee. Be sure to advertise your accessible amenities on your website and in printed materials.

The **minimum required** of the City by title II of the ADA is that the “program” of trails be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing trails should be accessible. We recommend that a minimum of one trail of every three be accessible.

We saw 10 trails and the City intends 4 to be accessible. **We recommend the City leave the three existing inaccessible trails as is until later resurfaced or altered.** Any trails to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible trail.

39. **Make corrections** cited in the reports so the trails below **remain** accessible:

- Donnie Hale Park
- Friendship Park (2)
- Park Avenue Plaza

40. **Leave as is** the trails at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- Alamar Park (1 of 2)
- Dessie Lorenz Park
- Crystal Gardens Wetlands Trails

41. **Make corrections** cited in the reports so the trails below **become** accessible:

- Alamar Park
- Las Ligas Park
- Mountain View Park

Playgrounds

The **minimum required** of the City by title II of the ADA is that the “program” of playgrounds be accessible to residents. This is measured by the “program access test” described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing playgrounds must be accessible. Treat this as a planning exercise and aim for one of three playgrounds being made accessible.

Our evaluation included 15 playgrounds. Of these, 12 are accessible. **We recommend changes to two playgrounds.**

Any playgrounds to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible. The Program Access Chart illustrates the areas where work is recommended so that every resident of the City is close to an accessible playground.

42. **Continue to maintain surfaces and components**, per the site reports, so that the playgrounds at the sites below **remain** accessible:
 - **Alamar Park (4)**
 - **Donnie Hale Park**
 - **Festival Fields Park (2)**
 - **Fred Campbell Park**
 - **Friendship Park (3)**
 - **Las Ligas Park**
43. **Leave as is** the playgrounds at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.
 - **Mountain View Park**
44. **Make corrections** cited in the reports so the playgrounds below **become** accessible:
 - **Friendship Park**
 - **Dennis DeConcini Park**
45. **Develop protocol for frequently maintaining engineered wood fiber (EWf) surfacing.**

For this surface to remain accessible, City staffs must more frequently inspect and maintain the surface. Maintaining EWf surfacing requires four tasks regularly completed:

1. Inspect and refill surfacing when low
2. Rake surfacing so it is flush with entries and routes
3. Compact surfacing so it is firm and stable
4. Wet surfacing

We recommend training staff on the steps required to maintain EWf and developing a schedule for doing so.

Tennis/Pickleball

The **minimum required** of the City by title II of the ADA is that the “programs” of tennis and pickleball be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing tennis or pickleball courts should be accessible. We recommend that at least one of every three be accessible. There are 11 courts and five are accessible. **We recommend changes to four pickleball courts.** The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible court.

46. **Make corrections** cited in report so the tennis or pickleball courts at the site below **remain** accessible:

- **Alamar Park – Tennis Courts (2)**
- **Fred Campbell – Tennis Court**
- **Friendship Park – Tennis Courts (2)**

47. **Leave as is** the tennis and pickleball courts at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- **Alamar Park – Tennis Courts (2 of 4)**

48. **Make corrections** cited in the reports so the pickleball courts below **become** accessible:

- **Festival Fields – Pickleball (4)**

Basketball

The **minimum required** of the City by title II of the ADA is that the “program” of basketball be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing basketball courts should be accessible. We recommend that a minimum of one basketball court of every three be accessible. We saw 10 basketball courts and nine are accessible. **We recommend no new access.** Any basketball courts to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates areas where work is recommended so every resident is close to an accessible court.

49. **Make corrections** cited in the reports so the basketball courts below **remain** accessible:

- **Alamar Park**
- **Dennis DeConcini Park**
- **Donnie Hale Park (2)**

- Fred Campbell Park
- Friendship Park (2)
- Randall McDaniel Sports Complex (2)

Ball Fields

The **minimum required** of the City by title II of the ADA is that the “program” of ball fields be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing ball fields should be accessible. We recommend that a minimum of one field of every three be accessible.

We saw 13 ball fields and **two are accessible. We recommend access to three more ball fields.** Any ball fields to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible ball field.

50. **Make corrections** cited in the reports so the ball fields below **remain** accessible:

- Donnie Hale Park - Baseball Field
- Friendship Park - Baseball Field (2)

51. **Make corrections** cited in the reports so the ball fields below **become** accessible:

- Alamar Park – Baseball Field (1 of 2)
- Festival Fields – Baseball Field (1 of 2)
- Festival Fields – Softball Fields (2 of 4)

52. **Leave as is** the ball fields at the following sites:

- Alamar Park – Baseball Field (1 of 2)
- Festival Fields – Baseball Field (1 of 2)
- Festival Fields – Softball Fields (2 of 4)
- Friendship Park – Softball Field
- Las Ligas Park – Baseball Field

Athletic Fields

The **minimum required** of the City by title II of the ADA is that the “program” of rectangular athletic fields be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing athletic fields should be accessible. We recommend that a minimum of one athletic field of every three be accessible.

We saw 16 fields and 12 are accessible. **We recommend access to two soccer fields.**

Any athletic fields to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible. The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible field.

53. **Make corrections** cited in the reports so the athletic fields below **become** accessible:

- **Randall McDaniel Sports Complex – Soccer Fields (2)**

54. **Leave as is** the athletic fields at the following sites:

- **Mountain View Park – Soccer Field**
- **Las Ligas Park – Multiuse Field**

Picnic Areas and Picnic Shelters

The **minimum required** of the City by title II of the ADA is that the “program” of picnicking be accessible to residents. This is measured by the “program access test” described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing picnic areas or picnic shelters should be accessible.

There are 21 picnic areas and picnic shelters and 10 are accessible. **We recommend access to four picnic shelters.**

Any picnic areas or picnic shelters to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible. The Program Access Chart at the end of this section illustrates the areas where work is recommended so that every resident of the City is close to an accessible picnic area or picnic shelter.

55. **Make corrections** needed to **maintain access**, including adding accessible picnic tables, to picnic areas and picnic shelters at:

- **Festival Fields Park - Shelters (4 of 6)**

56. **Leave as is** the picnic areas and picnic shelters at the following sites, until next altered:

- **Alamar Park – Shelter (1 of 6)**
- **Dennis DeConcini – Shelter**
- **Doc Rhodes Park – Shelter**
- **Festival Fields Park – Shelter (2 of 6)**
- **Fred Campbell Park – Shelter (1 of 2)**
- **Las Ligas Park - Shelter**

Volleyball

The **minimum required** of the City by title II of the ADA is that the “program” of volleyball be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as

to how many existing volleyball courts should be accessible. We recommend that a minimum of one volleyball court of every three be accessible.

We saw five volleyball courts and three are accessible. **We recommend access to one additional volleyball court.**

The Program Access Chart illustrates areas where work is recommended so every resident is close to a volleyball court.

57. **Make corrections** cited in the reports so the volleyball courts below **remain** accessible:

- **Randall McDaniel Sports Complex (3)**

58. **Make corrections** needed to **maintain access** to volleyball court at:

- **Mountain View Park**

PARKS AND RECREATION TRANSITION PLAN

The City must have a transition plan per 35.150(d) of the DOJ title II regulation. The plan should identify the barrier, the corrective work, the date by which the work will occur (in our reports, the Phase), and the person responsible for barrier removal. This Plan does so for the Parks and Recreation Department.

The City should remove barriers as soon as is possible. Phasing the work to be done allows access to occur and makes the best use of the resources of Avondale. We recognize that each phase requires a different number of years for implementation. The City should determine the annual activity within its fiscal years.

We recommend work in three phases. We also note work we believe need **not** occur in a category titled City Option. Should City plans change, or should other resources become available, the corrective work needed at these sites is known. Finally, we do recommend some work occur as a smart practice.

We have made cost **references for planning purposes** for the corrective work recommended. We note that these are not estimates and should be used only for planning purposes. The final design, the year in which the work will occur, the relationship with the contractor, and many other factors must be considered before a cost estimate is made.

Our total of all cost references is \$1,723,280.80. We believe the work in Phase One, Two, and Three can be accomplished in fourteen fiscal years. We have balanced work through all three phases, and the City can certainly choose to reorder those recommendations. We describe our phasing below.

- In Phase One, we recommend work in two categories: easy to do with existing staff and fiscal resources (low-hanging fruit), and work sites that is not compliant that is covered in older accessibility standards (such as parking and restrooms). We suggest that completion of this phase requires four fiscal years. Cost references for Phase One are \$651,857.60.

- In Phase Two, we recommend work in areas that are new to the 2010 Standards. This typically includes sports fields and courts, playground surfaces, playground components, and other park assets. We suggest that completion of this phase requires two fiscal years. Cost references for Phase Two are \$236,228.50.
- In Phase Three, we recommend work in two categories: employee spaces and elements where correction is complex or costly. We suggest that completion of this phase requires one fiscal year. Cost references for Phase Three are \$80,660.70.
- We do phase some work as City Option. This is costly work at a site or element with access deficits where we believe the City can meet the program access test and defer plans to make these sites accessible, until and unless the City later alters these for another purpose. Cost references for City Option are \$647,291.05.
- We identify corrections that are not currently subject to standards, but we refer to as “smart practices in the column labeled “SP”. These corrections, we believe, make your services and assets more accessible and usable by individuals with disabilities. Cost references for smart practices are \$107,242.95.

COMMUNITY ENGAGEMENT

The ADA does require the City to provide an opportunity for public feedback in the shaping of transition plan priorities. Two in person public feedback sessions were held on October 3 and 4, 2023 at the Visitor & Conference Center and a survey was made available from September 18, 2023 through October 20, 2023.

Ability360, a center for independent living serving metropolitan Phoenix, assisted the Department in this effort. Ability360 promoted the event, and staff attended the October 3 meeting. City staff and members of the public attended the sessions. In discussion regarding access preferences and priorities, the audience expressed two concerns about playgrounds. One was the notion of not having all playgrounds accessible. The second was the lack of fencing at playgrounds. We discuss both below.

Title II allows the City to make playground retrofits over time. Not necessarily all playgrounds must be made accessible at once. There was some concern about waiting for playground access. This can be addressed by making transition plan efforts related to playgrounds transparent to the community.

The issue of fencing at playgrounds is an important safety issue. Although fences are not required at playgrounds, the lack of fencing allows some children with some disabilities, such as autism, to elope from the playground. Elopement creates many safety issues. Some families choose not to use playgrounds that lack a fence. We urge the City to consider fencing at playgrounds built new, and for application to some existing playgrounds. Promoting parks with fencing provided may be an additional measure for the City to consider.

FUNDING ACCESS RETROFITS

We have developed this section to discuss some of the potential funding sources other Cities

and local governments have used for accessibility compliance. This is a primer on this topic and is not intended as a comprehensive list.

No Dedicated Federal Source

There is no dedicated source of federal funds for accessibility renovations to existing sites. This will not likely change in the future. Even if a change were to occur, federal funding is unpredictable, as we have seen from other federal programs.

Earmarks

Some of our clients have pursued Congressional earmarks for access work. Earmarks are unpopular, and difficult to obtain. While Congressional earmarks were not used for a decade or more, both political parties now support the use of earmarks. This is an opportunity for the City.

Community Development Block Grant Funds

Several of our clients have acquired federal Community Development Block Grant (CDBG) funds for accessibility renovations at existing sites. CDBG funds often have a scale of priority. It is important to establish accessibility as a priority for CDBG applications.

Covid Relief Funds

Many jurisdictions received Covid relief funds. Several of our clients used those funds for ADA issues. Those ranged from transition plan consultation to the acquisition of adaptive equipment to making retrofits to remove barriers at existing sites. While the likelihood of additional Covid relief funds is small, should those be released again the City should consider ADA compliance as an appropriate use.

State Grants Programs

Several states, and several of our clients, have successfully pursued state legislation to set aside dedicated state funds that can be used for specific park purposes, including access retrofits. To name a few, Illinois, New Jersey, Colorado, Ohio, Florida, and Texas all have sources of revenue funded in various ways, such as a real estate transfer tax.

While the various states have all at times not fully funded these grant programs, they remain an effective tool regarding site acquisition and development.

State Discretionary Funds

Most state legislatures provide some type of discretionary funding for legislators. In some states, these are relatively small grants of under \$50,000. In others they may be as high as \$500,000. These can be a viable option for a city with good relationships with state legislators.

Private Giving

Some of our clients have successfully sought private gifts for accessibility purposes. The private giving area is subject to fluctuations depending on the economy, political issues, and related

fiscal impacts. In our experience, private giving works best when an agency has an employee dedicated to this purpose.

Corporate Giving

Some of our clients have successfully sought grants from corporations. These may, for corporate purposes, come from marketing (such as naming rights to a facility) or from community giving. Also, many corporations have a related foundation that manages corporate giving.

In our experience, corporate giving works best when an agency has an employee dedicated to this purpose.

Community Foundations and Other Foundations

Community foundations, which operate on a regional basis, have also been involved in accessibility giving. Perhaps the greatest example here is the multi-million dollar Kellogg Foundation project that improved accessibility in Michigan, Ohio, Indiana, Illinois, and other states that bordered the Kellogg headquarters in Michigan.

Other Methods

There are many other methods, some of which a community crafts to meet a unique set of circumstances. These include:

- A New Jersey community takes 100% of accessible parking fines and applies those towards recreation for people with disabilities.
- Many jurisdictions have added a small surcharge (\$10) to every program registration, earmarking the fees generated for access and inclusion expenses.
- Several communities have successfully sought budget increases to address accessibility backlogs, just as they have with maintenance backlogs. Those increases may be general fund allocations, proceeds from successful referenda, or reallocations of under-expended funds originally budgeted for other local government purposes.

Risk Management

Investing in safety saves money by avoiding legal expenses related to injuries on City properties. The same concept applies here. Investing in retrofits saves the City the cost of staff time and attorneys to defend against ADA lawsuits or administrative complaints.

While we do not believe a decision about access should hinge solely on risk management factors, we recommend that Avondale be aware of this factor going forward. ADA enforcement continues to grow and touch more and more communities.

Relief under the ADA is intended to be injunctive in nature, but the time consumed and cost of litigation can be a great drain on human and fiscal resources.

The General Fund

Another method is to fund retrofits through the General Fund, Corporate Fund, or CIP. Some of the methods discussed earlier in this section help to reduce General Fund reliance. These typically are not a substitute for General Fund support.

IMPLEMENTATION STRATEGIES

Title II of the ADA is relatively straightforward. That said, we offer some suggestions below regarding implementation of the several mandates in the regulation.

1. ***Maintain a strong relationship with disability advocacy groups.*** Make it a point to seek out and work with local advocacy groups, and seek their feedback on future initiatives. Having a good relationship between the City and the advocacy groups will help greatly in meeting the ADA mandates and improving the quality of life for all, including those with disabilities.
2. ***Maintain the Certified ADA Coordinator credential.*** There is no nationwide credential required for ADA implementation. However, a Certified ADA Coordinator will benefit the City, keeping it current on implementation strategies and smart practices from other local entities in the United States.
3. ***Identify available sign language interpreters and enter into agreements*** before situations arise where the City needs such services. Negotiate rates, availability, environments where the work will occur, and so forth.
4. One of the title II requirements for communications produced by the City ***requires the Department to respond to inquiries in the form by which the person inquired.*** We also believe that this is the courteous way to respond. Here, if an inquiry to the City comes in the form of a Braille document, the response from the City should also be in Braille.

We recommend the City either locate the nearest Braille printer and enter into an arrangement for use, or simply acquire one and have employees learn how to use it. For a review of this topic by the American Foundation for the Blind, visit [this site](#).

5. ***Acquire assistive listening systems.*** There are three principal types: inductive loop systems, infrared systems, and FM systems. These devices are helpful for persons with some residual hearing. These devices separate speech from ambient noise and amplify speech. People who are deaf or hard of hearing may prefer, for various reasons, one type of device. The National Association of the Deaf has a brief review of the topic [here](#).
6. ***Monitor the development of the website accessibility requirements.*** The DOJ suspended the pending website accessibility guideline in 2014 because technology had advanced so much that the old guideline, developed in 2011, was obsolete. The plan was that US DOJ would reevaluate the guidance and issue a final and enforceable Standard in 2018.

DOJ did not execute that plan. A 2017 Presidential directive required that for every new regulation, the issuing agency must rescind two. This caused significant turmoil in the world of accessibility, where there are only three regulations (title II, title III, and the 2010 Standards). To rescind one of the three would have disastrous consequences for City residents with disabilities. The present Administration will not require such a rescission. It is therefore likely US DOJ will issue some new ADA regulations, but it is impossible to predict when. However, the City website must be usable by people with disabilities.

During the interim, DOJ has published a 2022 advisory regarding website accessibility. It is [here](#) and we commend its use to the City of Avondale.

7. ***Develop an ongoing series of disability training for employees.*** Every day, new products appear on the market, agencies issue new enforcement decisions, and local entities develop and refine strategies for inclusion and access. Keep current on these developments and share this news with City staffs.
8. ***There are still other sites the City must audit and include in a transition plan.*** All Avondale infrastructure, including the City Court, fire stations, and sidewalks must be audited against the 2010 Standards, the Public Right-of-Way Guideline, and any Arizona requirements that are more stringent.

CONCLUSION

The City of Avondale Parks and Recreation Department has a variety of facilities and sites. The skilled staff operates facilities and sites the community wants and enjoys. This report identifies some issues that are typical in parks and recreation infrastructure, and some that are unique to the City. The City takes steps towards accessibility every year and that undoubtedly helps. That said, access work should occur every year during the transition plan.

While no one can say with certainty how long the City can stretch these projects, the City should make access retrofits an ongoing part of its annual plans and budgets. DOJ officials have said the City must complete work as soon as is possible. Be certain to understand that a complaint could force the City to accelerate its pace. Making accessibility projects a high priority is a show of good faith by the City.



Submitted by:

John N. McGovern, JD
Partner, Principal-in-Charge
WT Group Accessibility Practice

ITEM NUMBER: 2.e.

SUBJECT: Photo Radar Program

MEETING DATE: 1/8/2024

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 – A photo radar enforcement program will be used as a strategy to reduce excessive speed in the streets of Avondale in order to reduce speed related accidents.
-

PURPOSE:

City Council will receive an update regarding the implementation of a photo radar program which was approved by City Council on May 2, 2022. This item is for information and discussion only.

BACKGROUND:

On May 2, 2022, staff presented to Council strategies to mitigate speed during a council meeting. During such a meeting, the Council approved to move forward with the implementation of a photo enforcement program by the Avondale Police Department. Due to supply and demand issues along with technical and logistics difficulties, the implementation of the program was delayed. The program is expected to go live on February 1st, 2024.

DISCUSSION:

The photo enforcement program consists of two portable units in order to be moved from one problem area to another. The implementation of this program will consist of three phases, which are as follows;

Phase One - Social media outreach: A social media campaign will be initiated on January 9th, 2024 with the goal of educating drivers on the dangers of speeding and other traffic violations. In addition, drivers will be educated on the photo enforcement program and its capabilities.

Phase Two - On February 1st, 2024, the photo enforcement program will go live. From February 1st to February 29th the two photo enforcement units will be placed in strategic areas of our city; however, only warnings will be issued during this timeframe.

Phase Three – On March 1st, 2024, the two photo enforcement units will begin issuing citations.

BUDGET IMPACT:

A total amount of \$150,000 is included within the Police Department's budget for the current fiscal year.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution:

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, 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 December 4, 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 December 4, 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
December 4, 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; Ken Chapa, Economic Development Services Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Abril Ruiz-Ortega, Court Administrator; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Kimberly Moon, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately fifty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)

The following employee(s) were introduced to the City Council. This item was for discussion only.

Finance and Budget Department

- Stephanie George, Grants Coordinator

Public Works Department

- Kimberly Anderson, Sustainability Officer
- Christian Chacon, Public Works Laborer
- Todd Good, Water Distribution Operator
- Christian Magana, Utility Location Specialist
- Gustavo Pedroza, Solid Waste Equipment Operator
- Joe Neighbors, Fleet Services Heavy Equipment Mechanic

3. CITIZEN LEADERSHIP ACADEMY

City Council recognized the following 2023 Avondale Citizens Leadership Academy graduates were for completion of the program. This item was for discussion only.

Liz Barker Alvarez	Michelle McMullen	Council Member Gloria Solorio
Cristy Chavez	Christopher Pierson	Jubenal Solorio
Maxine Delarosa	Bill Reeves	Lettie Solorio
Natosha Edmonds	Jon Carlos Rivera	Brian Swanson
Donald Foley	Stephanie Rodriguez	Denise Thiel
Mary Guzman	Ben Ruoti	Shari Weise
Tiffani Hamstra	Citlaly Salas	Taylor Williams

4. RECOGNITION OF OUTGOING BOARD & COMMISSION MEMBERS

City Council recognized the 2023 outgoing Board & Commission Members for their dedicated service to the community. This item was for discussion only.

Sustainability Commission

Bernadette Barba
Thomas Albrigo

Municipal Art Committee

Gurjit Kaur
Kalila Martine de Aragon

Parks & Recreation Advisory Board

Marie Arellano

Risk Management Board

Thomas Albrigo

Planning Commission

Christopher Thompson
Lisa Osborne

Neighborhood & Family Services Comm.

Hilary McKillip

5. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the Special Meeting; 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 5:58 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 6:15 p.m.

Mayor Kenn Weise led the Pledge of Allegiance.

Council Member Malone asked for a moment of silent reflection for the family of Barbara Dewall, Betsy Hargrove, and the students and staff of the Avondale Elementary School District

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; 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; Court Administrator; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Kimberly Moon, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately fifteen members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Marcella Carrillo, City Clerk, read the following comment into the record, "My name is Larnell Farmer, and I am the President of the West Valley NAACP. I am asking for an update on the status of Officer Francisco Cardenas-Duarte. Is he still on administrative leave, and if so, is it paid leave? Has the Maricopa County Attorney's Office been contacted to see if they have decided to charge Officer Duarte? The shooting occurred in February, and more than enough time has passed for something to be done about Officer Duarte."

3. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member White, 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 1076-1223 - CANVASS OF ELECTION, PUBLIC SAFETY RETIREMENT SYSTEMS LOCAL BOARD ELECTIONS

City Council adopted Resolution 1076-1223, declaring and adopting the results of the Local Board Election held on November 16, 2023, electing James Long as Board Member to the Public Safety Personnel Retirement System Police Board and Allison Vance as Board Member to the Corrections Officer Retirement Plan Board and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

b. RESOLUTION 1077-1223 - AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY - HOME CONSORTIUM

City Council adopted Resolution 1077-1223 authorizing the Second Amendment to the Intergovernmental Agreement (IGA) with Maricopa County to allow the City to receive an allocation of Federal funding under the HOME Investment Partnerships (HOME) Program in the amount of \$445,850 for Program Years 2022 and 2023 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. ORDINANCE 2070-1223 – AUTHORIZATION TO SELL REAL PROPERTY LOCATED SOUTH OF PARK AVENUE AND EAST OF AVONDALE BOULEVARD

City Council adopted Ordinance 2070-1223 authorizing the sale of real property generally located south of Park Avenue and east of Avondale Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ORDINANCE 2071-1223 – GRANTING OF AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

City Council adopted Ordinance 2071-1223, authorizing the granting of an irrigation easement to Salt River Project Agricultural Improvement and Power District along the west side of 107th Avenue north of Encanto Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. FINAL PLAT FOR HARVARD – BROADWAY 107 - APPLICATION PL-23-0215

City Council a) approved Application PL-23-0215, a request by David Maldonado-Camou with Bowman Consulting on behalf of Timothy Brislin of Hillcrest GP, LLC, for approval of a final plat for Harvard – Broadway 107 located at the southwest corner of Broadway Road and 107th Avenue, and b) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2072-1223 - MCDOWELL VILLAS - REZONE - PL-22-0230

City Council held a public hearing and considered a request to adopt Ordinance 2072-1223, approving a request by Kurt Waldier, Beus Gilbert McGroder PLLC, to rezone an approximately 12.34-acre vacant parcel of land, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The site is currently zoned Agricultural (AG) and the proposal would change the zoning to McDowell Villas Planned Area Development (PAD). The rezoning request will allow development of 164 townhome units with two-car garages.

Josh Orton, Senior Planner of Development Services, provided an overview of the request, noting the property is located west of the northwest corner of Avondale Boulevard and McDowell Road. A Salt River Project substation is located to the north, Avondale Commons subdivision is located to the east, Store America is located to the west, and Crystal Springs Apartments is located to the south. Primary access is along McDowell Road with a right-in and right-out access on the eastern side of the property. The General Plan designation is mixed use, and the rezone would adopt the standards and deviations outlined in supporting PAD documents.

The design offers a unique open space element that offers a smooth transition from the adjacent multifamily units. Features include pedestrian paths, small courtyards, shade structures, a pool, and playground. Landscape coverage has increased to 40% and guest parking has doubled.

A neighborhood meeting was held on June 13, 2023, with no attendees. No comments have been received on the project. On November 6, 2023, the Planning Commission voted 4-0 to recommend approval with listed stipulations to City Council.

Staff recommends adoption of the ordinance approving application PL-22-0230, noting it conforms with the General Plan Land Use designation, design manuals, R-4 development standards with requested deviations, and is compatible with land use relationships for surrounding land use categories. This will create high quality residential products and provide a variety of housing options.

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

Council Member Solorio moved to adopt Ordinance 2072-1223 approving Application PL-22-0230, a request to rezone the property from Agricultural (AG) to McDowell Villas Planned Area Development (PAD) to allow the development of a 164-unit townhome subdivision subject to the following six (6) conditions of approval and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member White seconded the motion.

1. Development shall conform to the McDowell Villas PAD Narrative date stamped November 2, 2023, except as modified by these conditions.
2. The exact location and nature of future bus stops will be coordinated with SRP and the City of Avondale Public Works Department on McDowell Road immediately adjacent to the project.
3. All power lines less than 69kV must be underground. Any underbuilt power lines less than 69kV along McDowell Road may have to be underground to avoid a conflict with street light poles/mast arms.
4. McDowell Road Street improvements will be constructed along the Salt River Project parcel (APN 501-74-001K). The driveway width shall be verified with SRP.
5. The developer shall install a raised median at the eastern access to the site to ensure a right-in-right-out traffic flow.
6. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

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

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

b. RESOLUTION 1078-1223 - YOUTH ADVISORY COMMISSION RESTRUCTURE

City Council considered a request to adopt Resolution 1078-1223, to dissolve the current Youth Advisory Commission as established through Resolution 2282-02 and direct staff to move forward with the new proposed Youth Advisory Commission structured as a program under the Neighborhood and Family Services Department and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Mariela Gonzalez, Youth and Community Engagement Coordinator with Neighborhood and Family Services provided an overview of the Youth Advisory Commission's accomplishments, projects, and proposed restructuring.

Since August 2023, the Avondale Youth Advisory Commission (AYAC) held an academic meeting and discussed goals and ideas and began planning for upcoming events. Those events included attending the League of Arizona Cities and Towns Youth Program; received the Hilton Garden Inn Foundation grant and partnered with Parks and Recreation to conduct the 2023 Make a Difference Day cleanup; volunteered at the Upward Bound College preparedness; held an open house to recruit members; and volunteered at the City's Creep'n Candy Crawl.

Currently, the AYAC has begun a Holiday Drive within several Avondale schools to motivate students to get involved. Priorities to address include youth health and wellness with a focus on confidence, eating healthily, and addressing the opioid issue, while listening to the voices of Avondale youth. The Youth Summit will focus on a holistic approach to health and wellness and AYAC members will assist with coordination and volunteering at the event.

Ms. Gonzalez stated City Council will consider a request to approve the recommendation to dissolve the current Youth Advisory Commission as originally established and direct staff to move forward with the new proposed Youth Advisory Commission structured as a program under the Neighborhood and Family Services Department.

Elisabet Cortez, Chairperson, and Symorah Johnson, Treasurer of AYAC, discussed the recommendation for restructuring of the commission to a program, noting open meeting laws have presented challenges to meeting freely during school and at social events to discuss goals, ideas, and recruitment. This restructuring will promote growth, flexibility, and create additional programs.

In response to a question from Council Member White, Donna Gardner, Youth and Community Engagement Manager, stated the AYAC will continue to be run as it has for the last 20 years, including members taking an oath.

In response to a question from Vice Mayor Pineda, Ms. Gardner stated regular updates that provide information on what the youth are completing in the community will continue to be presented to City Council.

Council Member Conde recognized and thanked Council Member Solorio for writing the Hilton Garden Inn grant. In response, Council Member Solorio provided an overview of the grant.

Council Member Solorio moved to adopt Resolution 1078-1223, to dissolve the current Youth Advisory Commission as established through Resolution 2282-02 and direct staff to move forward with the new proposed Youth Advisory Commission structured as a program under the Neighborhood and Family Services Department and authorize the

Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents;
Council Member White 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

c. RESOLUTION 1079-1223 - 2024 PUBLIC POLICY PRIORITIES FOR THE UPCOMING STATE AND FEDERAL LEGISLATIVE SESSIONS

City Council considered a request to: a) adopt Resolution 1079-1223, adopting the 2024 Public Policy Priorities for the upcoming state and federal legislative sessions; b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Liz Barker Alvarez, Intergovernmental Affairs Administrator with the City Manager's Office, recapped the 2023 session that lasted over 200 days with 1,675 bills filed, of which 348 passed and the Governor signing 205 and vetoing 143. Highlighted outcomes included Prop. 479, formerly Prop. 400 will be placed on the ballot; a variety of zoning bills that removed the City's authority over land use and zoning were vetoed; and food tax was eliminated. Residential rental tax revenue has a \$4.5 million loss.

Currently, the Legislature has an estimated \$400 million shortfall for fiscal year 2024 for a variety of reasons which will continue until the anticipated surplus in fiscal year 2027. Although the State has a \$1.5 billion rainy day fund, they refuse to use it and State agencies anticipate an 8% budget reduction to cover the shortfall. With a Democratic Governor and Republicans holding the majority in both chambers a split government remains. There have been several elected staff changes within the Governor's office and Legislature.

Ms. Alvarez reviewed how policy priorities are developed, including working with regional partners and City Intergovs. 2024 Public Policy Priorities were discussed along with the processes taken when a bill is filed during the session.

Mayor Weise commented on tax issues and the decreased revenue, zoning issues, budget shortfalls, and changes in leadership within the Senate and House. Developing and maintaining relationships with Councilmembers, Vice-Mayors, and Mayors from other cities will allow for a unified voice.

Mr. Corbin commented on the decreased revenue sources and the effect they have on the budget. The budget is being developed under the assumption revenue replacement will not be received. Additional reductions in revenue will cause cuts to services. The numbers show next year's budget is \$4.5 million less than planned.

Council Member Conde moved to a) adopt Resolution 1079-1223, adopting the 2024 Public Policy Priorities for the upcoming state and federal legislative sessions; b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Solorio seconded the motion.

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

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

d. PUBLIC HEARING AND RESOLUTION 1080-1223 - GENERAL PLAN 2030 UPDATE - MAJOR GENERAL PLAN AMENDMENT - APPLICATION PL-23-0260

City Council held a public hearing and considered a City-initiated request to adopt Resolution 1080-1223 for a Major General Plan Amendment to update the Avondale General Plan 2030, application PL-23-0260 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The updated version of the Avondale General Plan 2030 is an amended version of the Avondale General Plan 2030 which was ratified by the Avondale voters on August 2, 2022.

Jodie Novak, Director of Development Services, provided an overview of proposed revisions to specific elements in the General Plan that will provide current information to staff and the public. New data, terminology, background information, and updated plans and policies have occurred since the readoption of the 2012 General Plan. Updated maps, developments, City projects, and land use will be incorporated into the General Plan, while maintaining the required and elective elements going forward.

The City has worked with consultants from Michael Baker International on this initiative for over 1 ½ years. Per State Statute a 60-day review was conducted from July 25, 2023, through the end of September 2023 and promoted on Avondale Connect.

Examples of the proposed updates since the last readoption include:

- ▶ Recognizing the BLVD, which is the live, work, play, and entertainment district
- ▶ Incorporating the Community Sustainability Plan, specifically resilience to extreme heat
- ▶ Updating the maps to include WeRide
- ▶ Rudimentary updates to land use elements
- ▶ Removing land use categories that are no longer valid, such as eliminating urban residential and adding medium-low density residential
- ▶ An easier to read map that includes updated land uses and adding schools, parks, open space, and other city facilities including land designated for future development

- Modification of land use in Las Ligas neighborhood, expanding the Gila River Corridor, and adding freeway commercial land use along SR30

Ms. Novak discussed the history of Las Ligas and why the recommendation is being made to change the land use designation to medium density residential. The owner of the 10-acre property on the west side of El Mirage has asked for their property to remain R-16, as the medium density residential does not allow the owner's plans. Staff are moving forward with the recommendation of medium density residential for an appropriate infill development.

The Gardner Properties, 80 acres at the northwest corner of Avondale Boulevard and SR30 were discussed, specifically the change in land use designation from mixed use to medium high density residential. One property owner has asked for the land use to mixed use until such time as SR30 is built and the market can dictate the proper land use. A second property owner requested the southern portion of their property to be freeway commercial. Staff are not opposed to these recommendations.

The Marwest Properties LLC located in the northeast corner of Avondale Blvd and Broadway Rd has a current high density residential land use designation that is recommended to change to medium density residential. The property owner requested the designation remain high density residential to accommodate a 450-unit multi-family complex.

Quinn Enterprises, an aggregate mining operation, is not opposed to the Gila River Scenic District Expansion, but has asked to maintain freeway commercial designation along the front of their property. Staff are not opposed to this recommendation.

The Planning Commission members were supportive of where staff was going with this document and approved the recommendation with a 3-1 vote.

Mayor Weise opened the public hearing and received a request to speak from Attorney Sean Lake from Pew & Lake, P. L. C. who spoke on behalf of the Gardner family, owners of the 80-acre parcel at the northwest corner of SR30 and Avondale Blvd. They are requesting the City Council to be patient, take time to discuss land use with the owner, see what happens with SR30, and let the area mature for the greatest economic opportunities.

Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise stated although there is an understanding for Attorney Lake's claims, the recommendation should be approved as presented because if funding is received, the SR30 development will not occur for approximately 5 to 10 years. He noted the importance of maintaining cohesiveness for future development among the three cities.

In response to Council Member White's questions, Ms. Novak stated there are approximately 11,000 undeveloped acres within various jurisdictions that could be annexed into the City. This is not included in the 6% of undeveloped land. If property is annexed into the City of Avondale the process can include a request for a General Plan amendment to change the land use designation.

Council Member White moved to adopt Resolution 1080-1223 for a Major General Plan Amendment to update the Avondale General Plan 2030, application PL-23-0260; Council Member Solorio seconded the motion.

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

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

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

(5 minutes)

Council Member White commented on her and Council Member Solorio's attendance at the NCL City Summit and recognition from Digital Cities. She thanked all the City departments for making the online access available to the community.

Council Member Solorio commented on her past and present elections including a one-year term on the Women in Municipal Government Board and two-year term on the HELO (Hispanic Elected Local Official) board.

Council Member Nielson commended the Parks and Recreation Department for the Winter Fest event.

Mayor Weise noted there were 27,000 participants at Winter Fest. Mayor Weise noted a NASCAR sponsor was secured for the spring race and they continue to push for additional years.

6. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Council Member Malone moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located in the vicinity of Dysart Road and Western Avenue; Council Member Solorio seconded the motion.

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

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

Meeting adjourned at 7:34 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 4th day of December 2023. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Quarterly Budget Transfer

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. This action will help ensure planned capital projects have adequate capacity and will enhance the flexibility within the budget, allowing the city to further innovate.
 - Strategy – Approving these quarterly budget transfers enables the City to apply limited resources to priorities.
-

PURPOSE:

City Council will consider a request to approve quarterly budget transfers as summarized in the attached Exhibit A, increasing the award authority for the projects and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

BACKGROUND:

Per the city's adopted Comprehensive Financial Policies, budget transfers between departments, between funds, and between capital projects greater than \$50,000 require council approval.

DISCUSSION:

Two projects need additional funding after bids came in significantly higher than anticipated.

- DeConcini Par Enhancements (P0193) needs an additional \$1,100,000 to complete the project due to inflationary pressures and an unanticipated land purchase.
- Sediment Removal - Crystal Gardens & McDowell Recharge Basins (U0340) needs an additional \$900,000 to complete the project due to inflationary pressures.

There are several projects that need an increase to the project award authority to be able to utilize the full project budget. The increase will match the award authority to the total project budget.

- Sediment Removal - Crystal Gardens & McDowell Recharge Basins (U0340) - increase the award authority to \$2,100,000.
- DeConcini Park Enhancements (P0193) - increase the award authority to \$2,800,000.
- Sam Garcia Library and Sernas Plaza Improvements (M0325) - increase the award authority to \$646,000.

BUDGET IMPACT:

The proposed budget transfers will provide sufficient budget to complete these previously planned projects. The contingency appropriation utilized for these budget transfers is backed by reserves, so these budget transfers will reduce the fund balance available for one-time projects and expenses in the General Fund and Water Fund.

RECOMMENDATION:

Staff recommends that City Council approve the transfer of budget capacity listed in the attached Exhibit A and increase the award authority for the projects mentioned above.

Contact person for document distribution: n/a

Exhibit A: Quarterly Budget Transfer Schedule - January 8, 2024

FY2024

Transfer	From Account	From Project/Fund	To Account	To Project/Fund/Dept	Amount
(a)	10190000-99000	Unanticipated Revenues	11055900-83000	DeConcini Park Enhancements (P0193)	\$ 1,100,000
(c)	50190000-99000	Unanticipated Revenues	51170900-86000	Sediment Removal Crystal Gardens (U0340)	\$ 900,000

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1001-0124 - Adopting the State of Arizona Nomination Filing Dates, Ballot Preparation dates, and State Election Procedures Manual for the August 6, 2024 Municipal Election

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1001-0124, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 6, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 3, 1997, the City of Avondale entered into an intergovernmental agreement with Maricopa County to provide for the county to manage the municipal election as part of the statewide primary election.

Pursuant to Article IX - Section 4 of the Avondale City Charter, nomination petition signatures are due not less than seventy-five (75) days and nor more than one hundred five (105) days before the primary election. Following such dates would place the City at risk of violating the Uniformed and Overseas Citizens Absentee Voting Acts which requires ballots to be mailed to uniformed and overseas citizens. For the city to meet the legal requirements of a consolidated election performed by Maricopa County, the state statute deadlines must be used. Pursuant to Arizona Revised Statutes Section 16-311, nomination petition signatures are due not less than one hundred twenty (120) days and no more than one hundred fifty (150) days before the primary election.

DISCUSSION:

Article IX, Section 2 of the Charter of the City of Avondale places the conduct of all City Elections in the control of the City Council. The Charter also states that provisions of State law governing elections, where not in conflict with the provisions of the Charter, shall govern City elections in matters for which no provision is made

in the Charter or by ordinance.

The legislature of the State of Arizona amended Arizona Revised Statutes Section 16-311 governing the deadlines for the filing of nomination petitions in order to comply with the requirements of federal law regarding the distribution of ballots to members of the United States Armed Forces detailed to active duty in locations outside the United States and its political subdivisions which the county and city are mandated to comply. Following the deadlines contained in the Charter of the City of Avondale would place the city and county at risk of violating such requirements of federal law. For the city to meet the legal requirements of a consolidated election performed by Maricopa County, the state statute deadlines must be used. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on August 6, 2024 in accordance with the provisions of State of Arizona and United States Statutes as applicable, notwithstanding any provisions of the Charter of the City of Avondale.

The candidate filing deadlines in Section 16-311 (March 9 through April 8, 2024) and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on August 6, 2024, and being conducted by Maricopa County, notwithstanding any other provisions of the City of Avondale codes or charter.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Staff recommends approval of a Resolution adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 6, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual.

Contact person for document distribution: Marcella Sarmiento

RESOLUTION NO. 1001-0124

A RESOLUTION ADOPTING THE STATE OF ARIZONA NOMINATION PETITION FILING DATES AND BALLOT PREPARATION DATES FOR THE MUNICIPAL ELECTION TO BE HELD ON AUGUST 6, 2024, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, ADOPTING THE ARIZONA SECRETARY OF STATE ELECTION PROCEDURES MANUAL AS THE PROCEDURES FOR HOLDING THE MUNICIPAL ELECTION TO BE HELD ON AUGUST 6, 2024, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AS TO ALL PROCEDURES IN ORDER TO PROVIDE CONSISTENCY IN MANAGING THE ELECTION FOR MARICOPA COUNTY, NOTWITHSTANDING ANY PROVISIONS OF THE CHARTER OF THE CITY OF AVONDALE OR THE ORDINANCES RELATING TO SUCH ELECTION HERETOFORE ADOPTED, OR THE PROVISIONS OF STATE LAW GOVERNING ELECTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, Article IX, Section 2 of the Charter of the City of Avondale (the “City Charter”) places control of the conduct of all City of Avondale (the “City”) elections in the City Council; and

WHEREAS, said City Charter provision provides that provisions of State law governing elections, where not in conflict with the provisions of the City Charter, shall govern City elections in matters for which no provision is made in the City Charter or by ordinance; and

WHEREAS, ARIZ. REV. STAT. § 16-452 prescribes an Official Instructions and Procedures Manual of Electronic Voting Systems and Procedures, in electronic voting systems security and field check and review of electronic voting systems and which Maricopa County, Arizona (the “County”) is mandated to use in performing consolidated elections for political subdivisions within the County, and

WHEREAS, the City has entered into one or more intergovernmental agreements with the County to provide for the County to manage the municipal election as part of the statewide primary election, and

WHEREAS, the legislature of the State of Arizona (the “State Legislature”) has enacted ARIZ. REV. STAT. § 16-204.01 preempting the authority of a charter city such as Avondale to establish its own election dates, and

WHEREAS, the State Legislature has amended ARIZ. REV. STAT. § 16-311 governing the deadlines for the filing of nomination petitions in order to comply with the requirements of federal law regarding the distribution of ballots to members of the United States Armed Forces detailed to active duty in locations outside the United States and its political subdivisions, which the County and City are mandated to comply. Further, the deadlines contained in the City Charter would place the City at risk of violating such requirements of federal law; and

WHEREAS, for the City to meet the legal requirements of a consolidated election performed by the County, the deadlines from the state statute must be used.

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. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on August 6, 2024, and if necessary, a municipal election to be held on November 5, 2024, in accordance with the provisions of State of Arizona and United States statutes as applicable, notwithstanding any provisions of the City Charter.

SECTION 3. Maricopa County is authorized to use the State of Arizona Electronic Voting System Instructions and Procedures Manual for the municipal election to be held on August 6, 2024, and if necessary, a municipal election to be held on November 5, 2024, as to all procedures not specifically provided for in provisions of the City Charter, the ordinances relating to such election heretofore adopted, or the provisions of State law governing elections.

SECTION 4. The filing deadlines in ARIZ. REV. STAT. § 16-311 and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on August 6, 2024, and if necessary, a municipal election to be held on November 5, 2024, and being conducted by Maricopa County, notwithstanding any other provisions of the City Charter, and City codes or ordinances.

SECTION 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution having been passed by a $\frac{3}{4}$ vote of the entire City Council, shall be in full force and effect from and after its passage by the City Council as required by the City Charter and is hereby exempted from the referendum clause of the City Charter.

SECTION 6. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1001-0124 was duly passed and adopted by the Mayor and Council of the City of Avondale, Arizona at a regular meeting held on January 8, 2024, and the vote was _____ ayes and _____ nays and that _____ members of the City Council were present thereat.

Marcella Sarmiento, City Clerk

ITEM NUMBER: 4.d.

SUBJECT: Resolutions 1002-0124, 1003-0124, 1004-0124, 1005-0124 – Authorizing the City to Enter Into Additional Deferred Compensation and Retirement Plan Contracts

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Andrew Mesquita, HR Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to: a) adopt Resolutions 1002-0124, approving the participating employer addendum; b) adopt Resolution 1003-0124, approving the PSPRS Supplemental 401(a) Plan Adoption Agreement; c) adopt Resolution 1004-0124, adopting the supplemental salary deferral plan administered by the Arizona State Retirement System; d) adopt Resolution 1005-0124, approving the Public Safety Personnel Retirement System 457(b) plan adoption agreement; and d) authorize the Mayor, City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City has a current contract with Nationwide Retirement Solutions (NRS) to provide a 457 (b) Deferred Compensation Plan as an optional benefit to eligible employees. In addition to the City's current 457 (b) Plan, NRS offers the following plans: 401 (a), PSPRS 457 (b) and ASRS 457 (b). In order to provide a more comprehensive set of options for employees, the City would like the ability to enter into contracts with NRS to provide these additional plan options to eligible employees.

DISCUSSION:

In general, each of the additional plans provides for more investment options and competitive fees given the significant number of overall participants in each of the plans. Each plan has specific enrollment requirements. If approved, the City will engage with NRS to provide education to employees on the available plans, eligibility criteria, etc. to ensure an understanding exists prior to enrollment.

BUDGET IMPACT:

There are no direct costs to the City regarding this proposed resolution as administrative fees are charged directly to participants.

RECOMMENDATION:

Staff recommends Council adopt the proposed resolutions authorizing the City to enter into additional deferred compensation and retirement plan contracts.

Contact person for document distribution: Andrew Mesquita

RESOLUTION NO. 1002-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING THE PARTICIPATING EMPLOYER ADDENDUM.

WHEREAS, the City of Avondale (the “City”) has established a 457 Deferred Compensation Plan (the “Plan”) for eligible City employees; and

WHEREAS, the City established the Plan to (i) provide reasonable retirement security for eligible City employees, (ii) provide increased flexibility in the City’s personnel management system and (iii) assist the City in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that permitting eligible employees to participate in additional deferred compensation plans and retirement plans will serve the City’s objectives and goals; and

WHEREAS, the Mayor and Council of the City of Avondale (the “City Council”) desire to approve Participating Employer Addendum to allow participation in additional deferred compensation plans.

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 Participating Employer Addendum is hereby adopted in substantially the form and substance 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1002-0124

Participating Employer Addendum

See following pages.

Participating Employer Addendum for

the City of Avondale, Arizona

This Addendum to the Plan document for the Nationwide Eligible Governmental 457(b) (the "Plan") is adopted by the City of Avondale ("Employer"), effective the 8th day of February, 2024.

WHEREAS, Employer previously adopted the Nationwide Eligible Governmental 457 Plan on the 23rd day of June, 1994 whereby Employer agreed to establish an eligible deferred compensation plan as defined in section 457(b) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Employer desires to include this Addendum to add language to the Plan Document to allow for multiple affiliated employers to join the Plan as established by the Employer.

NOW THEREFORE, the Employer hereby includes in the Plan Document the following language:

1.41 **"Eligible Employer"** means the following: (i) the Employer's agencies, departments, subdivisions or instrumentalities, or any combination of the foregoing; (ii) a School Employer; and (iii) a Public Employer.

1.42 **"Joinder Agreement"** means the agreement prescribed by the Employer by which a Participating Employer adopts the Plan as provided in Article X.

1.43 **"Participating Employer"** means an Eligible Employer that adopts this Plan pursuant to Article X. Such Participating Employer shall be subject to and bound by the terms and provisions of this Plan.

1.44 **"Public Employer"** means a city, county, urban county government, political subdivision or their departments, agencies, instrumentalities, governmental units or any combination of the foregoing of the Employer, for which services are performed by a Participant or Independent Contractor, where applicable.

1.45 **"School Employer"** means the Employer's public educational institutions for which services are performed by a Participant or Independent Contractor, where applicable.

ARTICLE X PARTICIPATING EMPLOYERS

10.1 Addition of Participating Employer. Any Eligible Employer may adopt the Plan and Trust and become a Participating Employer hereunder by executing a Joinder Agreement as approved by the Employer. Such Eligible Employer will become a Participating Employer as of the effective date provided in the Joinder Agreement and will be subject to the terms and provisions of the Plan and Trust.

10.2 Withdrawal from Plan and Trust by Participating Employer. A Participating Employer requesting to withdraw from the Plan and Trust shall deliver to the Employer a resolution or action of its governing body which authorizes its withdrawal as a Participating Employer and its termination of the Joinder Agreement. Notice of such withdrawal must be received by the Employer six months prior to its effective date unless such notice period is waived in writing by the Employer. The Employer may at any time, in its discretion, determine that a Participating Employer will no longer participate in the Plan and Trust and may direct the Participating Employer to withdraw from the Plan and Trust. The Employer shall determine the effective date of any withdrawal under this Section.

10.3 Participant Transfer from Employer or Participating Employer. A Participant who transfers employment from one Participating Employer or the Employer to another Participating Employer or the Employer shall be considered to have Severance from Employment with respect to the Participating Employer or the Employer that the Participant transferred employment from. Such Participant will continue to be a Participant in this Plan with the new Participating Employer or Employer without interruption.

10.4 Freeze and Spin-off. If a Participating Employer withdraws from the Plan ("Withdrawing Employer"), the provisions of this Section will apply. Assets of Participant Accounts may remain after withdrawal, and Participant Accounts will be administered in accordance with this Section and such other terms and conditions established by the Employer, including but not limited to, the following:

- (1) The Employer and the Withdrawing Employer shall enter a written freeze agreement to set forth the terms of administration during the freeze.
- (2) The Employer will not accept any Deferral Contributions or transfers, including, but not limited to, Normal Retirement Age Catch-up Contributions.
- (3) During freeze, Participants may make loan repayments and new loans may be initiated in accordance with Employer loan procedures.
- (4) The Employer may adjust any Plan administrative fee imposed on the Participant Accounts of the Participants of the Withdrawing Employer.
- (5) Frozen Participant Accounts may be spun-off and transferred by a trustee-to-trustee transfer to another plan of the Withdrawing Employer at such time and under such conditions as determined by the Employer and in accordance with the Code and its regulations. Investments of affected Participant Accounts upon spin-off will be liquidated, and transfer of assets will be made in cash. Provided, however, loans will be transferred in-kind to the transferee plan. The Employer has the power to effect and implement approval and timing of any spin-off made pursuant to this Section.
- (6) Except as revised in accordance with this Section, remaining Plan terms and provisions will apply with respect to Participant Accounts during the freeze.

10.5 Inapplicability of Article IX. Unless otherwise permitted in Article X of the Plan Document, Sections 9.01, 9.02, and 9.03 of the Plan are inapplicable to any Participating Employer.

10.6 Application of Provisions to Participating Employers. Any reference to Employer includes any Participating Employer, where appropriate.

Acceptance of Addendum. The Employer acknowledges that it has decided to include the language above in the Plan and is instructing NRS to administer the Plan in accordance with this language as of the effective date written above.

Employer Name ("Employer"):	<u>City of Avondale</u>
Street Address:	<u>11465 W. Civic Center Drive</u>
City, State, Zip Code:	<u>Avondale, Arizona 85323</u>

Plan Name (“Plan”):	<u>City of Avondale PSPRS 457(b) Deferred Compensation Plan</u>
Plan Number:	<u>To be assigned at a later date</u>
Employer Signature:	<u></u>
Title:	<u>City Manager</u>
Date of Signature:	<u></u>
Email Address of Signer:	<u>RCorbin@avondalez.gov</u>

RESOLUTION NO. 1003-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING THE PSPRS SUPPLEMENTAL 401(a) PLAN
ADOPTION AGREEMENT

WHEREAS, the City of Avondale (the “City”) has established a 457 Deferred Compensation Plan (the “Plan”) for eligible City employees; and

WHEREAS, the City established the Plan to (i) provide reasonable retirement security for eligible City employees, (ii) provide increased flexibility in the City’s personnel management system and (iii) assist the City in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that permitting eligible employees to participate in additional deferred compensation plans and retirement plans, including a 401(a) Plan, will serve the City’s objectives and goals; and

WHEREAS, the Mayor and Council of the City of Avondale (the “City Council”) desire to approve the PSPRS Supplemental 401(a) Plan Adoption Agreement.

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 PSPRS Supplemental 401(a) Plan Adoption Agreement is hereby adopted in substantially the form and substance 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1003-0124

PSPRS Supplemental 401(a) Plan Adoption Agreement

See following pages.

PSPRS SUPPLEMENTAL 401(a) PLAN ADOPTION AGREEMENT

Participating Employer Name: City of Avondale

Legal Plan Name: City of Avondale PSPRS Supplemental 401(a)

The undersigned, by executing this Adoption Agreement, elects to become a Participating Employer in the Plan identified above, as if the Participating Employer were a signatory to that Plan Document. The Participating Employer accepts and agrees to be bound by all of the elections granted under the provisions of the Plan as made by the Plan Sponsor.

The effective date of the Plan for the Participating Employer is: February 8, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement effective as of the effective date above. Upon execution of this Joinder Agreement, eligible employees of the Participating Employer are permitted to begin Contributions into the Plan as of the effective date.

Participating Employer Name: City of Avondale

Authorized Signatory Name: Ron Corbin

Authorized Signatory Signature: _____

Title: City Manager

Date: January 8, 2024

Acceptance by the Plan Administrator on the Adoption Agreement

Plan Administrator or Designee: PSPRS

Signature: _____

Name: Michael Smarik

Title: Deputy Administrator

Date: _____

RESOLUTION NO. 1004-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE SUPPLEMENTAL SALARY DEFERRAL PLAN ADMINISTERED BY THE ARIZONA STATE RETIREMENT SYSTEM.

WHEREAS, the City of Avondale hereinafter designated the Political Subdivision, through its governing body, desires to establish a supplemental defined contribution plan for all of its eligible officers and employees to be administered by the Arizona State Retirement System (“ASRS”) pursuant to ARIZ. REV. STAT. § 38-711 - 38-797.

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

SECTION 1. The recital above is hereby incorporated as if fully set forth herein.

SECTION 2. The Political Subdivision hereby adopts a Supplemental Salary Deferral Plan (“SSDP”) established pursuant to ARIZ. REV. STAT. § 38-781, for the officers and employees of the Political Subdivision who are eligible for participation in the SSDP.

SECTION 3. The City Manager is designated as the Authorized Agent of the Political Subdivision and is authorized and directed as the representative of the Political Subdivision to conduct all negotiations, conclude all arrangements and sign all agreements and modifications of agreements which may be necessary to carry out the intent of the Agreement in conformity with all applicable federal and state laws and regulations.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of any necessary documents 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, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcello Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

I, Marcello Sarmiento, City Clerk of the City of Avondale, State of Arizona, do hereby certify the foregoing to be a full, true and correct copy of the resolution adopted by the City Council of the City of Avondale at a regular meeting held on the 8th day of January 2024 as the same appears on the record in my office.

Marcello Sarmiento, City Clerk

RESOLUTION NO. 1005-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING THE PUBLIC SAFETY PERSONNEL RETIREMENT
SYSTEM 457(b) PLAN ADOPTION AGREEMENT.

WHEREAS, the City of Avondale (the “City”) has established a 457 Deferred Compensation Plan (the “Plan”) for eligible City employees; and

WHEREAS, the City established the Plan to (i) provide reasonable retirement security for eligible City employees, (ii) provide increased flexibility in the City’s personnel management system and (iii) assist the City in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that permitting eligible employees to participate in additional deferred compensation plans and retirement plans, including the Public Safety Personnel Retirement System (“PSPRS”) 457(b) Program, will serve the City’s objectives and goals; and

WHEREAS, the Mayor and Council of the City of Avondale (the “City Council”) desire to adopt the PSPRS 457(b) Plan Adoption Agreement.

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 PSPRS 457(b) Plan Adoption Agreement is hereby adopted in substantially the form and substance 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1005-0124

PSPRS 457(b) Plan Adoption Agreement

See following pages.

PSPRS 457(b) PLAN ADOPTION AGREEMENT

Participating Employer Name: City of Avondale

Legal Plan Name: City of Avondale PSPRS 457(b) Deferred Compensation Program

The undersigned, by executing this Adoption Agreement, elects to become a Participating Employer in the Plan identified above, as if the Participating Employer were a signatory to that Plan Document. The Participating Employer accepts and agrees to be bound by all of the elections granted under the provisions of the Plan as made by the Plan Sponsor.

The effective date of the Plan for the Participating Employer is: February 8, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement effective as of the effective date above. Upon execution of this Joinder Agreement, eligible employees of the Participating Employer are permitted to begin Contributions into the Plan as of the effective date.

Participating Employer Name: City of Avondale

Authorized Signatory Name: Ron Corbin

Authorized Signatory Signature: _____

Title: City Manager

Date: January 8, 2024

Acceptance by the Plan Administrator on the Adoption Agreement

Plan Administrator or Designee: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1006-0124 - Authorizing Grant Acceptance from Governor's Office of Highway Safety for DUI/Impaired Driving Enforcement Overtime

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1006-0124, authorizing a grant provided by the Governor's Office of Highway Safety in the amount of \$25,000, which will support the Police Department's funding of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; 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:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving continues to restrain active and sustained enforcement.

Impaired driving occurs statewide and Avondale is no exception to the problem. Once a small agricultural community west of Phoenix, over the past decade Avondale's population has more than doubled. With this population growth, Avondale has seen an increase in restaurants, bars, and entertainment districts. These numerous bars and entertainment districts within Avondale are contributing factors to people driving while impaired. In addition, Avondale is a major hub for drivers as it borders Phoenix, Tolleson, Goodyear, and Litchfield Park.

DISCUSSION:

Funding will be utilized for DUI enforcement overtime and employee-related expenses, thereby allowing the Avondale Police Department to use its resources to the fullest. This Agreement shall become effective on October 1, 2023 and shall terminate on September 30, 2024.

BUDGET IMPACT:

Funding provided by the Governor's Office of Highway Safety is accounted for in the Police Department's FY24 and FY25 grant program budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the acceptance of a grant from the Governor's Office of Highway Safety in the amount of \$25,000 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Stephanie George

RESOLUTION NO. 1006-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI AND IMPAIRED DRIVING ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$25,000.00 for project funding relating to overtime pay and employee related expenses to support DUI and impaired driving enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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 \$25,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance 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,
January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1006-0124

[Agreement]

See following pages.

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Avondale Police Department	GOHS GRANT NUMBER: 2024-II-001	
ADDRESS 11485 W Civic Center Drive Avondale, AZ 85395	PROGRAM AREA: 405d/II	
2. GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT: Heath Brittan	
ADDRESS 11465 W Civic Center Drive Avondale, AZ 85323	3. PROJECT TITLE: DUI Enforcement Overtime	
4. GUIDELINES: 402–Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.		
6. BUDGET COST CATEGORY	Project Period FFY 2024	
I. Personnel Services	\$17,857.00	
II. Employee Related Expenses (40%)	\$7,143.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$25,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 135

Total Population in city/town or county: 90,000

Total Road Mileage: Highway: Local: 300 Total: 300

	2021	2020	2019
Total Crashes	1821	1813	1805
Total Injury Crashes	342	223	373
Total Fatal Crashes	5	6	0
Total Impaired-related Crashes	68	19	27
Total Impaired-related Serious Injuries	2	2	3
Total Impaired-related Fatalities	0	2	0
Total Speed-related Crashes	300	331	447
Total Speed-related Serious Injuries	3	3	3
Total Speed-related Fatalities	2	1	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving continues to restrain active and sustained enforcement.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

How Agency Will Solve Problem with Funding:

The Avondale Police Department is seeking funding for Fiscal Year 2024 DUI enforcement. The Avondale Police Department is asking for funding in the amount of \$50,000.00. If funded the grant would be utilized for DUI enforcement and employee related expenses. The Avondale Police Department has increased their involvement in DUI task forces and has committed to participate in a minimum of one (1) DUI task force and three (3) DUI saturation patrols, per quarter for Fiscal Year 2024. The Avondale Police Department has also increased sustained activity within the City of Avondale and would benefit from this funding to keep impaired drivers off the street.

PROGRAM MEASURES:

To decrease the number of impaired driving-related crashes 4% from 73 during calendar year 2022 to 70 by December 31, 2024.

To decrease fatalities in impaired driving-related crashes 40% from 5 in calendar year 2022 to 2 by December 31, 2024.

To decrease injuries in impaired driving-related crashes 50 % from 2 in calendar year 2022 to 1 by December 31, 2024.

Program Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

1. To increase DUI arrests by 2 % above the Avondale Police Department 2022 statistics of 198 to 202 by December 31, 2023.

2. To increase traffic stops by 2 % above the Avondale Police Department 2022 statistics of 6000 to 6120 by December 31, 2023.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the County of Pinal.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Memo Espinoza, Chief, Avondale Police Department, shall serve as Project Director.

Heath Brittan, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Brittany Tabares, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to the grant agreement including, but not limited to the Grant Agreement: Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$17,857.00
II.	Employee Related Expenses (ERE) (40%)	\$7,143.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of \$25,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This Grant Agreement, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant agreement ceases to be used in the manner as set forth by this Grant agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant agreement, unless otherwise provided for elsewhere in this Grant agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE. **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Memo Espinoza, Chief
Avondale Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ron Corbin, City Manager
City of Avondale

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1007-0124 - Authorizing Grant Acceptance from AZ Department of Administration for the Arizona 911 Grant Program

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1007-0124, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$300,943 for Fiscal Year 2024; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; 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:

The Arizona Department of Administration (ADOA) administers funds to political subdivisions from the State's emergency telecommunications services revolving fund to maintain emergency telecommunications services through the Arizona 9-1-1 Program. ADOA has awarded the City of Avondale a grant in the amount of \$300,943 for the purchase of hardware and software to upgrade the City's emergency telecommunications service system in FY24.

DISCUSSION:

The Avondale Police Communications Department operates as a primary 9-1-1 answering point for emergency calls within the City of Avondale. This year, a strategic decision was made to transition 9-1-1 managed services from Maricopa Region 9-1-1 to AT&T managed services. This transition is facilitated through a contract with AT&T and the ADOA.

In collaboration with AT&T and the ADOA, the City is managing the deployment of new hardware and software

infrastructure, while also implementing primary, secondary, and redundant communication lines to our dispatch facility. This all-encompassing configuration has been meticulously designed to safeguard the integrity and dependability of our 9-1-1 system, ensuring the continuity of emergency services without any interruptions.

Funding will provide the City with more ability to keep up with advancing technologies. Our primary focus will revolve around enhancing equipment and network capabilities for the State NG911 platform. This will entail the acquisition and installation of 911 dispatch equipment, a call recording system, GIS mapping solutions, as well as comprehensive training and skill development of our emergency personnel to ensure the effective utilization of these advanced systems.

BUDGET IMPACT:

The funding provided by the AZ Department of Administration will require an expenditure appropriation transfer from the grant contingency account to the Police Department grant budget to provide expenditure authority for the grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant Agreement with the AZ Department of Administration in the amount of \$300,943 for FY24 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Stephanie George

RESOLUTION NO. 1007-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN ARIZONA 9-1-1 PROGRAM GRANT FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE PURCHASE OF HARDWARE AND SOFTWARE RELATING TO EMERGENCY TELECOMMUNICATION SERVICE SYSTEM UPGRADES.

WHEREAS, the Arizona Department of Administration (“ADOA”) established the Arizona 9-1-1 Program Grant program pursuant to ARIZ. REV. STAT. § 41-704;

WHEREAS, through the Arizona 9-1-1 Program, ADOA administers funds to political subdivisions from the State’s emergency telecommunications services revolving fund to maintain emergency telecommunications services;

WHEREAS, the ADOA has awarded the City of Avondale (the “City”) an Arizona 9-1-1 Program grant in the amount of \$300,943.00 for the purchase of hardware and software to upgrade the City’s emergency telecommunications service systems (the “Grant”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant funds.

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 \$300,943.00 and (ii) the execution of the Arizona 9-1-1 Program Grant Agreement with ADOA relating to the acceptance and administration of the Grant funds (the “Agreement”) in substantially the form and substance 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,
January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1007-0124

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-24-B1

This Grant Agreement (“**Agreement**”) is between the City of Avondale, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on January 1, 2024 and terminate on June 30, 2024. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
 - 5.1.5. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.6. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
- 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator’s agency.
- 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
- 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
- 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
- 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	Due Date:
	GIS Accuracy Report	June 25, 2023

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

- 6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$300,943 in state funds.
- 6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.
- 6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$296,000.00
Construction	\$0.00
Other Costs	\$4,943.00
Total	\$300,943.00

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.
8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 10.1.1. Accept a decrease in award offered to the grantee;
 - 10.1.2. Cancel the award; or
 - 10.1.3. Cancel the award and re-solicit the requirements.
11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.
12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. Agreement Termination
- 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
 - 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. 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 (A.R.S. Title 41).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. 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.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Avondale (Avondale Police Department)
11485 W Civic Center Dr.
Avondale, AZ 85323
ATTENTION: Angela Destin

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration

Date

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1008-0124 – Authorizing Grant Acceptance from Arizona State Parks and Trails for Heritage Fund LRSP Project at DeConcini Park

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.
 - Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.
-

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1008-0124 approving acceptance of a Arizona State Parks and Trails Heritage Grant – Local, Regional, State Parks (LRSP) in an amount of up to \$500,000; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; 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:

Staff applied for an Arizona State Parks and Trails Heritage Grant – Local, Regional, State Parks (LRSP) for the Dennis DeConcini Park Improvement Project. The matching grant request was for \$500,000 for improvements to the park, playground, sidewalks, picnic ramadas, park amenities, sport court, area lighting, and signage. The total project cost is approximately \$2.9 million. In December, both the Arizona Outdoor Recreation Coordinating Committee (AORCC) and the Arizona State Parks and Trails Board approved the City's LWCF application. Arizona State Parks and Trails, who administer the federal grant, forwarded it to the National Park Service for their review. Arizona State Parks and Trails notified staff that the grant was approved and to proceed with the project.

DISCUSSION:

Adoption of the Resolution will allow the City of Avondale to accept the grant award and apply it to the Dennis

DeConcini Park Improvement Project.

BUDGET IMPACT:

The city's match for the grant is included in the FY2024 budget in the CIP project.

RECOMMENDATION:

Staff recommends City Council adopt the Resolution approving acceptance of an Arizona State Parks and Trails Heritage Grant – Local, Regional, State Parks (LRSP) in an amount of up to \$500,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

RESOLUTION NO. 1008-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A HERITAGE FUND LOCAL, REGIONAL, AND STATE PARK GRANT FROM ARIZONA STATE PARKS AND TRAILS FOR THE DECONCINI PARK IMPROVEMENTS.

WHEREAS, the State of Arizona, Arizona State Parks and Trails has awarded the City of Avondale (the “City”) a 2024 Heritage Fund Local, Regional, and State Park Grant (“LRSP”) in the amount of \$500,000 to aid in financing improvements to DeConcini Park (the “Grant”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant funds.

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 \$500,000.00, (ii) the expenditure of a local match at a minimum to 50% of the total cost, (iii) the City’s assumption of all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility and (iv) the execution of a contract relating to the acceptance and administration of the Grant funds (the “Agreement”), such Agreement to contain the terms and conditions referenced in the Arizona State Parks and Trails Administrative Guidelines for Awarded Grants adopted by the Arizona State Parks Board.

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 OF FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1009-0124 - Authorizing Grant Acceptance from the U.S. Department of Justice (DOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1009-0124, accepting grant funding from the U.S. Department of Justice (DOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$26,613; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; 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:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The City of Avondale Police Department has been awarded \$26,613 for the FY23 Edward Byrne Memorial JAG Program. This funding will be used to purchase equipment that will aid in helping undercover narcotics detectives to identify potential drug users in the community. The purchased equipment will be used by the Community Action Team (CAT) for undercover operations and to identify counter surveillance systems on houses.

DISCUSSION:

The City of Avondale Police Department will use JAG federal funds to purchase pole cameras to help gather intelligence and conduct investigations, as well as a money counter to help count large amounts of seized cash. In addition, the Police Department plans to purchase night vision goggles to aid in undercover narcotics operations.

BUDGET IMPACT:

The funding provided by DOJ will require an expenditure appropriation transfer from the grant contingency account to the Police Department grant budget to provide expenditure authority for the grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the acceptance and administration of the Grant Agreement with DOJ for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$26,613 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Stephanie George

RESOLUTION NO. 1009-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE RELATING TO THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS FOR POLE CAMERAS AND A MONEY COUNTER.

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

SECTION 1. The Intergovernmental Agreement with the United States Department of Justice relating to acceptance and administration of \$26,613 in Edward Byrne Memorial Justice Assistance Grant Program funds for pole cameras and a money counter (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1009-0124

[Agreement]

See following pages.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	AVONDALE, CITY OF 11465 W CIVIC CTR DR STE 280
City, State and Zip:	AVONDALE, AZ 85323
Recipient UEI:	GDTNM5BLN9Y4
Project Title: Pole Cameras and a Money Counter for the street crimes division.	Award Number: 15PBJA-23-GG-03075-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$26,613.00	Federal Award Date: 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The City of Avondale Police Department (PD) will use the JAG funds to purchase pole cameras to aide in gathering intelligence and conducting investigations, and a money counter to help with counting large amounts of seized cash. In addition, the Avondale PD plans to purchase night vision goggles to aid in undercover narcotic operations.	

Award Letter

September 22, 2023

Dear Ron Corbin,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by AVONDALE, CITY OF for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$26,613.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

AVONDALE, CITY OF

UEI

GDTNM5BLN9Y4

Street 1

11465 W CIVIC CTR DR STE 280

Street 2

City

AVONDALE

State/U.S. Territory

Arizona

Zip/Postal Code

85323

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03075-JAGX

Supplement Number

00

Federal Award Amount

\$26,613.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

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Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13950659

Grant Manager Name

Ivette Ruiz

Phone Number

[202-353-5423](tel:202-353-5423)

E-mail Address

Ivette.M.Ruiz@usdoj.gov

Project Title

Pole Cameras and a Money Counter for the street crimes division.

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The City of Avondale Police Department (PD) will use the JAG funds to purchase pole cameras to aide in gathering intelligence and conducting investigations, and a money counter to help with counting large amounts of seized cash. In addition, the Avondale PD plans to purchase night vision goggles to aid in undercover narcotic operations.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must

advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply

with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider

a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-

tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to

obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must

submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such

evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more

and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/18/23 9:30 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

City Manager

Name of Authorized Entity Official

Ron Corbin

Signed Date And Time

9/28/2023 6:37 PM

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

ITEM NUMBER: 4.i.

SUBJECT: Alamar Phase 5 Final Plat - Application PL-23-0149

MEETING DATE: 1/8/2024

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

PURPOSE:

City Council will consider a request by Baylee Lopez, Wood, Patel & Associates Inc., on behalf of the property owner Empire West Title Agency, LLC, for approval of the Alamar Phase 5 Final Plat, located north of the northwest corner of Alamar Boulevard and El Mirage Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat subdivides approximately 180.02 acres into 694 single family lots (108.4 acres), 37 acres of open space tracts, and dedicates approximately 34.65 acres of right-of-way and associated public utility easements throughout the subdivision. The Council will take appropriate action.

BACKGROUND:

The subject property is approximately 180.02 acres in size (Exhibit A) and was annexed into the City's corporate limits on May 20, 2018 (Ordinance No. 1652-518).

The zoning designation of the property is Alamar Planned Area Development (PAD) (Exhibit B), which provides a range of residential densities and limited commercial areas.

The subject site is designated by the General Plan 2030 Land Use Map as Medium Density Residential (Exhibit C), a land use category providing a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails and other open space amenities, and public facilities are permitted in this category. In the overall Alamar area, the residential land use designation functions under a blended density plan and within an overall unit cap of 4,036.

The existing uses and zoning of surrounding properties include:

NORTH: Las Ligas Single Family Subdivision zoned R1-6.

SOUTH: Vacant property to include future phases of the Alamar PAD.

EAST: Vacant property zoned Three Rivers Ranch PAD.

WEST: Alamar Park, zoned Alamar PAD.

SUMMARY OF REQUEST:

The proposed Final Plat subdivides approximately 180.02 acres into 644 single family lots (108.4 acres), 37 acres of open space tracts, and dedicates approximately 34.65 acres of right of way and associated public utility easements throughout the subdivision. The proposed Alamar Phase 5 Final Plat will offer a mix of four different residential lot sizes.

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 and Subdivision Regulations.

DISCUSSION:

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

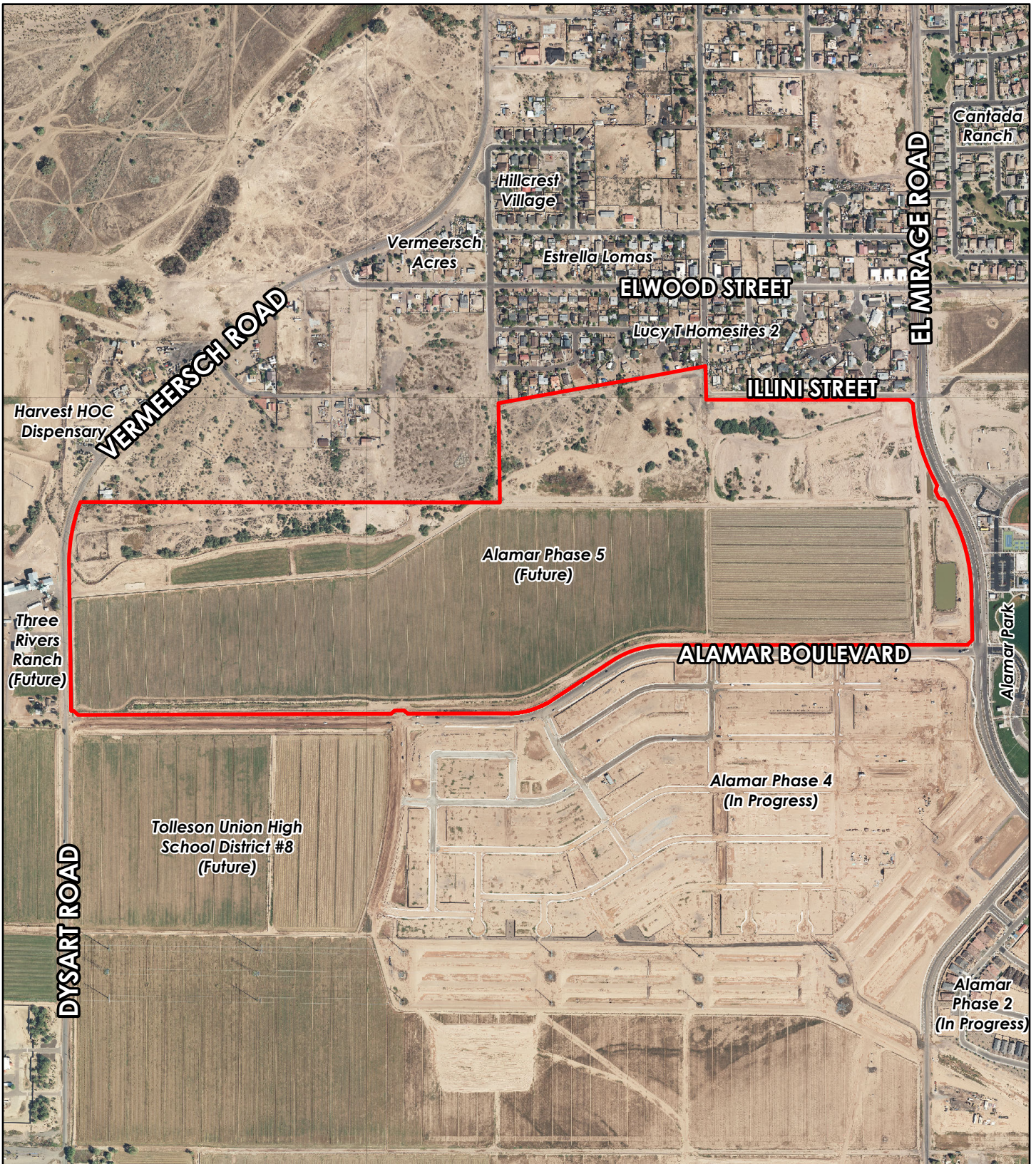
No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-23-0149 Alamar Phase 5 Final Plat, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Final Plat submitted electronically on November 15, 2023, and provided in Exhibit D.

Contact person for document distribution: Joshua Orton, Senior Planner, (623) 333-4030

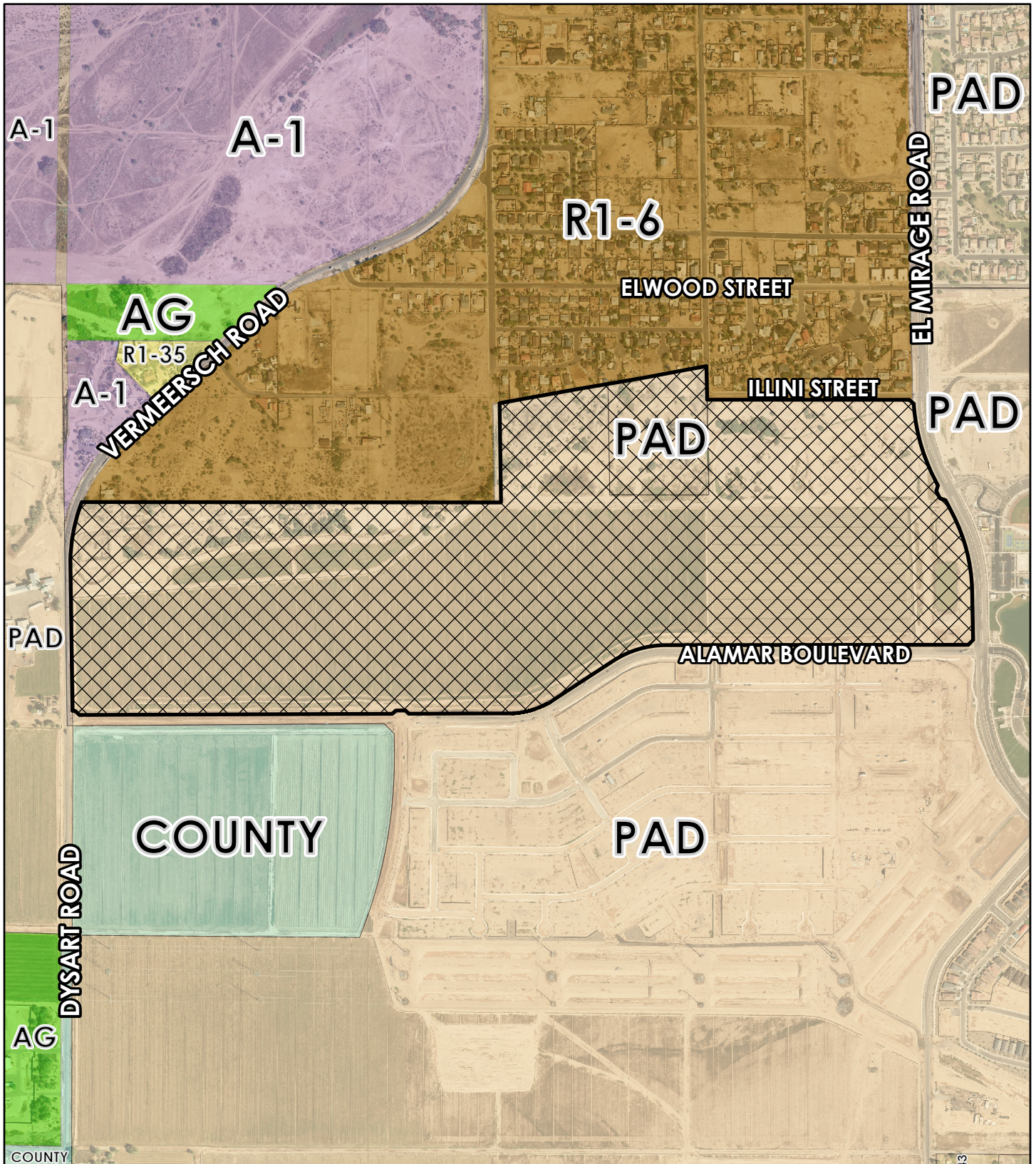


Aerial Map



Subject Parcels



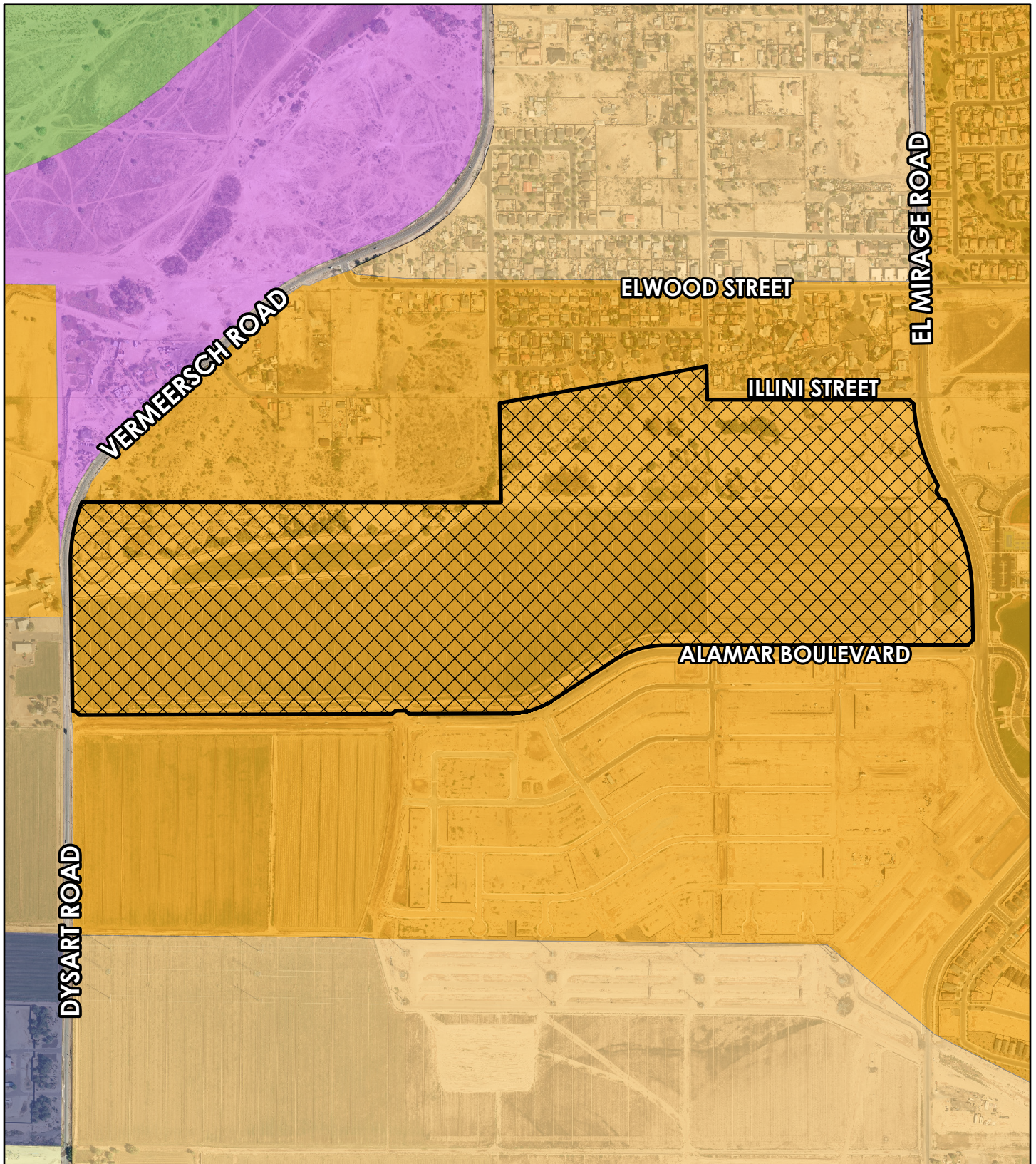


Zoning Vicinity



Subject Parcels





General Plan Land Use



- | | | | |
|---|---------------------------------|---|--------------------------------|
|  | Medium Density Residential |  | Public/Civic |
|  | Medium/High Density Residential |  | Rural Low Density Residential |
|  | Mixed Use |  | Estate/Low Density Residential |
|  | Open Space and Parks | | |



Subject Parcels



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z (TRUSTEE), BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BROOKFIELD"), AND ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE ASSOCIATION), OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HAVE SUBDIVIDED UNDER THE NAME OF "ALAMAR - PHASE 5", A SUBDIVISION OF A PORTION OF SECTIONS 23 AND 24, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ALAMAR - PHASE 5" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF ALL LOTS, EASEMENTS, TRACTS, AND STREETS CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER AND NAME GIVEN EACH RESPECTIVELY, AND THAT TRUSTEE, BROOKFIELD AND THE ASSOCIATION, AS OWNERS, SUBJECT TO THE RESERVATION SET FORTH BELOW, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND ALL AREAS IDENTIFIED AS ROW RIGHT-OF-WAY.

AS CONTEMPLATED BY THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (LAKIN COMMUNITY FACILITIES DISTRICT) DATED AS OF OCTOBER 1, 2018, RECORDED IN INSTRUMENT NO. 2018-0799912, AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "CFD AGREEMENT"), CERTAIN LANDSCAPING AND OTHER PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE FINANCED BY THE ALAMAR COMMUNITY FACILITIES DISTRICT (FORMERLY KNOWN AS THE LAKIN COMMUNITY FACILITIES DISTRICT) (THE "CFD") ARE TO BE CONSTRUCTED WITHIN THE DEDICATED RIGHTS-OF-WAY, TRACTS AND EASEMENT AREAS DESIGNATED ON THIS PLAT (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "DISTRICT IMPROVEMENTS" (EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH), OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATE FEE TITLE TO ALL LAND LYING WITHIN ALL STREET AREAS IDENTIFIED HEREON, AND THE CITY HEREBY ACCEPTS SUCH DEDICATION AND CONVEYANCE FOR USE AS RIGHT-OF-WAY, BUT NOTWITHSTANDING THE ABOVE DEDICATIONS, NO DISTRICT IMPROVEMENTS NOW OR HEREAFER LOCATED ON OR UNDER THE LAND THAT IS HEREBY BEING DEDICATED TO THE CITY SHALL BE DEEMED TO HAVE BEEN DEDICATED TO OR ACCEPTED BY THE CITY UNTIL CONVEYANCE AND ACCEPTANCE OF SUCH IMPROVEMENT BY THE CITY.

NOTWITHSTANDING THE FOREGOING, OWNERS HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH THERE WOULD BE PUBLIC INFRASTRUCTURE, AS SUCH TERM IS DEFINED IN SECTION §48-701, ARIZONA REVISED STATUTES, HAS BEEN OR ITS TO BE CONSTRUCTED, INCLUDING THE DISTRICT IMPROVEMENTS, EXCEPT IF RELEASED PRIOR HERETO AS HEREINAFTER DESCRIBED. SUCH INTEREST IS TO BE ACQUIRED BY THE CFD, (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO THE CFD AGREEMENT), SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY THE CFD PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND NOVEMBER 1, 2025.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY GRANTS TO THE CITY, A PERMANENT NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON TRACTS A THROUGH Z, AA THROUGH XX, ZZ AND AAA AS DESIGNATED ON THIS PLAT FOR PURPOSES OF PUBLIC USE AND ENJOYMENT; PROVIDED THAT (I) TRUSTEE FOR ITSELF AND FOR THE BENEFIT OF THE BENEFICIARIES OF THOMAS TITLE & ESCROW TRUST NO. 1305TRT4Z, (THE "BENEFICIARIES"), BROOKFIELD AND THE ASSOCIATION HEREBY EXPRESSLY RESERVE FROM THE FOREGOING GRANT OF EASEMENT, TOGETHER WITH THE RIGHT TO TRANSFER THE SAME, THE RIGHT TO ENTER UPON, USE AND IMPROVE SUCH TRACTS, INCLUDING THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND REPLACE SUCH IMPROVEMENTS AS IT OR ITS ASSIGNEE MAY FROM TIME TO TIME DEEM NECESSARY OR DESIRABLE, SUBJECT TO ORDINARY APPROVALS BY THE CITY, WHICH ENTRY, USE AND/OR IMPROVEMENTS SHALL NOT BE INCONSISTENT WITH, AND SHALL NOT UNREASONABLY INTERFERE WITH, THE FOREGOING EASEMENT; AND (II) ALL PERSONS AND ENTITIES EXERCISING THE FOREGOING EASEMENT RIGHTS SHALL AVOID ANY DAMAGE TO SUCH TRACTS AND ANY IMPROVEMENTS LOCATED AT ANY TIME THEREON; AND THE FOREGOING EASEMENT IS GRANTED ON THE CONDITION THAT ALL PERSONS AND ENTITIES USING SUCH EASEMENT, OTHER THAN THE CITY AND THE CFD, SHALL HOLD THE CITY, THE CFD, TRUSTEE AND THE BENEFICIARIES, BROOKFIELD AND THE ASSOCIATION HARMLESS FOR, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM THEIR EXERCISE OF THE FOREGOING EASEMENT RIGHTS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY GRANTS TO THE CITY, A PERMANENT NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON TRACTS A THROUGH K, M, N, P, THROUGH Z, AA THROUGH RR, TT, VV THROUGH XX AND ZZ AS DESIGNATED ON THIS PLAT FOR PURPOSES OF MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDCAPE AND RETENTION AREAS, THIS EASEMENT MAY BE EXERCISED BY THE CITY AT ANY TIME WHEN TRUSTEE, BROOKFIELD, THEIR SUCCESSORS OR ASSIGNEES, OR THE ASSOCIATION FAIL TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDCAPE AND/OR RETENTION AREAS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATES TO THE CITY OF AVONDALE THE WATER LINE AND SEWER LINE EASEMENTS FOR USE AS SUCH.

THE PUBLIC UTILITY EASEMENTS (PUE), SIDEWALK EASEMENTS (SWE) AND SIGHT VISIBILITY EASEMENTS (SVE) ARE PERPETUAL AND NON-EXCLUSIVE AND ARE DEDICATED TO THE CITY OF AVONDALE FOR USE AS SUCH.

THE VEHICULAR NON-ACCESS EASEMENTS (VNAE) ARE PERPETUAL AND DEDICATED HEREON.

IN WITNESS WHEREOF:

EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z, BROOKFIELD LAKIN, LLC, AND ALAMAR COMMUNITY ASSOCIATION, INC. AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AUTHORIZED REPRESENTATIVE. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF THOMAS TITLE & ESCROW TRUST NO. 1305TRT4Z ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2018-0592936, M.C.R.:

BY: EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z

BY: _____

NAME: _____

TITLE: _____

BY: BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

BY: ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

Exhibit D

Submitted on November 15, 2023

FINAL PLAT
ALAMAR - PHASE 5A SUBDIVISION OF A PORTION OF SECTIONS 23 AND 24, ALL IN
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER

EMPIRE WEST TITLE AGENCY, LLC
7150 E. CAMELBACK RD., SUITE 105
SCOTTSDALE, ARIZONA 85251

OWNER/DEVELOPER

BROOKFIELD LAKIN, LLC
14646 N. KIERLAND BOULEVARD, SUITE 165
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 903-7609
CONTACT: MR. ROGER THEIS

OWNER

ALAMAR COMMUNITY ASSOCIATION, INC.
14646 N. KIERLAND BLVD., SUITE 165
SCOTTSDALE, ARIZONA 85254

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: MR. FRANK KOO, P.E.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS ____ DAY OF ____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF EMPIRE WEST TITLE AGENCY, LLC DBA
THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN
ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z,
AND

ACKNOWLEDGE THAT _____ AS _____
EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED,

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

NOTARY PUBLIC

EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS ____ DAY OF ____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND

ACKNOWLEDGE THAT _____ AS _____ EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS ____ DAY OF ____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

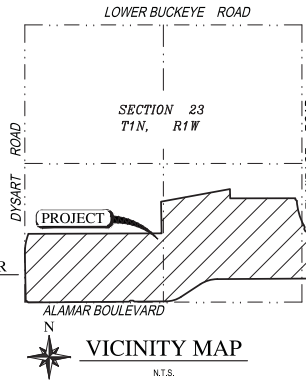
TO BE THE _____ OF BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND

ACKNOWLEDGE THAT _____ AS _____ EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES



VICINITY MAP

N.T.S.

ROW DEDICATION

CLASSIFICATION	AREA SQUARE FEET	AREA ACRES
ARTERIAL	21,918	0.5032
COLLECTOR	NONE	NONE
LOCAL	1,487,637	34.1514

BASIS OF BEARING

BASIS OF BEARING IS N00°48'19"W ALONG THE
WEST LINE OF THE SOUTH/WEST QUARTER OF
SECTION 23, T1N, R1W, OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT
H395, PID 040444, LOCATED AT THE
NORTHWEST CORNER OF EL MIRAGE ROAD AND
BROADWAY ROAD, HAVING AN ELEVATION OF
939.03', NAVD83 DATUM.

SHEET INDEX

- 1 - COVER SHEET
- 2 - LINE/CURVE TABLES AND NOTES
- 3 - KEY MAP, BOUNDARY AND LEGEND
- 4-16 - PLAN SHEETS
- 17-18 - LOT AREA TABLE
- 19 - TRACT AREA TABLE

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS ____ DAY OF ____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO
ACKNOWLEDGED SELF

TO BE THE _____ OF ALAMAR COMMUNITY ASSOCIATION,
INC., AN ARIZONA NON-PROFIT CORPORATION AND

ACKNOWLEDGE THAT _____ AS _____
EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES

RATIFICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION,
HEREBY RATIFIES, AFFIRMS AND APPROVES THIS FINAL PLAT OF "ALAMAR - PHASE 5", AND
THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA
NON-PROFIT CORPORATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE
UNDERSIGNED, DULY AUTHORIZED OFFICER.

THIS ____ DAY OF ____, 20____,

ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF
____, 20____,

BY _____, THE _____

OF ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

NOTARY PUBLIC

EXPIRES

NOTES

- THE LAND DESCRIBED HEREIN IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COMMUNITY CHARTER FOR ALAMAR (THE "CHARTER") RECORDED AS INSTRUMENT NO. 2018-0884210, M.C.R. AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, THE ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF THE "COMMUNITY" AS DEFINED IN THE CHARTER. ALL OWNERS OF LOTS SHALL BE MEMBERS OF THE COMMUNITY ASSOCIATION.
- TRACTS A THROUGH Z, AA THROUGH XX, ZZ AND AAA ARE IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY AND SHALL BE CONVEYED BY ALAMAR COMMUNITY ASSOCIATION, INC. AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY ALAMAR COMMUNITY ASSOCIATION, INC. AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
- ALL LANDSCAPING WITHIN AND ADJACENT TO PUBLIC RIGHT-OF-WAY (INCLUDING MEDIANS) AND PUBLIC EASEMENTS IS TO BE MAINTAINED BY ALAMAR COMMUNITY ASSOCIATION, INC. PURSUANT TO A LANDSCAPE MAINTENANCE AGREEMENT TO BE ENTERED INTO WITH THE CITY AS CONTEMPLATED BY THE PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED MAY 21, 2018, RECORDED AS INSTRUMENT NO. 2018-0425102, M.C.R.
- CONSTRUCTION WITHIN UTILITY EASEMENT, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
- NO TREES ARE ALLOWED WITHIN SIGHT VISIBILITY TRIANGLE AREAS. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN SIGHT VISIBILITY TRIANGLE AREAS. TREE CANOPIES OVERHANGING THE SIGHT VISIBILITY TRIANGLE AREAS SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED, OR VEGETATION PLANTED OR ALLOWED TO GROW WITHIN ANY DRAINAGE TRACT THAT WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH SUCH DRAINAGE TRACT OR DRAINAGE IMPROVEMENTS OR, IF APPLICABLE, MATERIALLY REDUCE THE RETENTION CAPACITY OF ANY SUCH DRAINAGE TRACT OR DRAINAGE IMPROVEMENTS.
- EXISTING OVERHEAD UTILITIES LESS THAN 80KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL STORM DRAIN PIPES FROM THE CATCH BASIN TO THE RETENTION BASIN AND ALL RETENTION BASIN EQUALIZATION PIPES WITHIN THE RIGHT-OF-WAY SHALL BE MAINTAINED BY ALAMAR COMMUNITY ASSOCIATION, INC.
- THIS SUBDIVISION IS SUBJECT TO THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 34 ("MID") FOR THE PURPOSE OF PROVIDING MAINTENANCE AND OPERATION OF SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND OPEN TO THE SUBDIVISION. THE SUBDIVISION SHALL BE MAINTAINED DORMANT, AND THE TAX ASSESSMENT TO BE ASSESSED ANY OWNER IN THE SUBDIVISION SHALL BE \$0.00 UNLESS AND UNTIL ALAMAR COMMUNITY ASSOCIATION, INC. FAILS TO MAINTAIN THE ABOVE DESCRIBED FACILITIES AND THE CITY ASSUMES MAINTENANCE RESPONSIBILITY UNDER THE MID.
- GROSS AREA OF THE SUBJECT PROPERTY IS 7,841,848 SQUARE FEET OR 180,1194 ACRES, MORE OR LESS.

(NOTES CONTINUED ON SHEET 2)

100- YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES. TRACT B IS PART OF AN ARIZONA DEPARTMENT OF WATER RESOURCES TURF RELATED FACILITY USING A TYPE I WATER RIGHT AND IS EXEMPT FROM THE CITY'S 100-YEAR ASSURED WATER SUPPLY.

APPROVALS & ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS
ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

THIS ____ DAY OF ____, 20____,

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP OR PLAT CONSISTING OF NINETEEN (19) SHEETS REPRESENTS A SURVEY PERFORMED DURING THE MONTH OF JULY, 2018, THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. DIEHL

REGISTERED LAND SURVEYOR NUMBER 23945

WOODPATEL

2051 WEST NORTHERN AVENUE - SUITE 100

PHOENIX, ARIZONA 85021

(602) 335-8500

SURVEYOR@WOODPATEL.COM

WOOD
PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Surveying
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT
ALAMAR - PHASE 5
AVONDALE, ARIZONA

CHECKED BY: BJD

CAD TECHNICIAN: JKP

SCALE: N.T.S.

DATE: 11/03/2023

JOB NUMBER: WPM 174612.11

SHEET

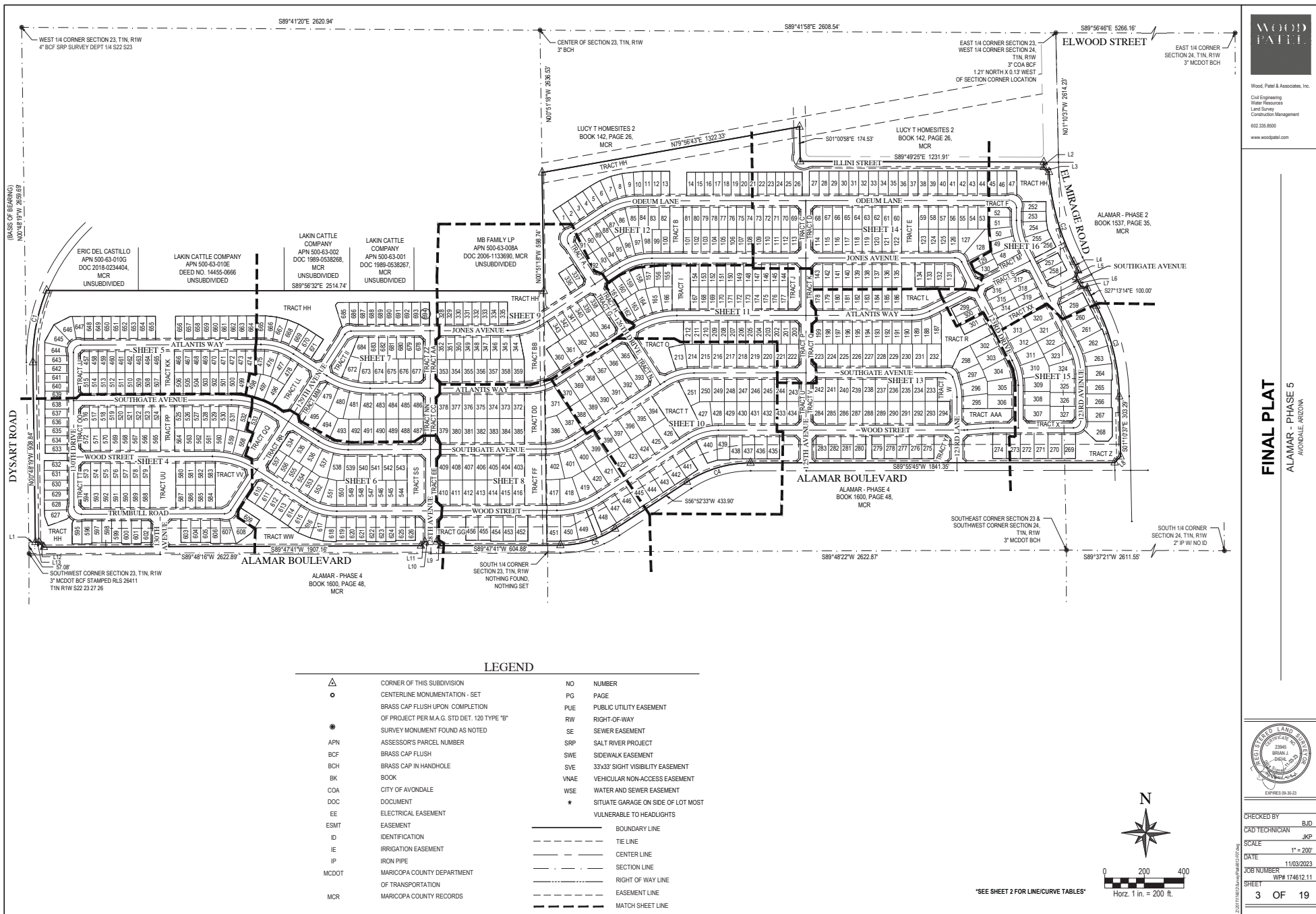
1 OF 19

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	23°07'44"	922.37	372.34	S10°45'34"W	369.82
C2	23°36'38"	1150.00	473.89	S15°24'55"E	470.55
C3	26°02'37"	1050.00	477.27	N14°11'55"W	473.17
C4	33°03'12"	590.00	340.36	S73°24'09"W	335.66
C5	32°55'08"	510.00	293.02	N73°20'07"E	289.07
C6	90°00'00"	37.00	58.12	S45°12'19"E	52.33
C7	33°11'02"	400.00	231.67	N73°36'48"W	228.44
C8	33°11'02"	400.00	231.67	N73°36'48"W	228.44
C9	56°48'58"	37.00	36.69	N61°23'12"E	35.21
C10	90°00'00"	37.00	58.12	S44°47'41"W	52.33
C11	33°11'02"	275.00	159.27	S73°36'48"E	157.05
C12	33°11'02"	275.00	159.27	S73°36'48"E	157.05
C13	33°03'12"	300.00	173.75	N73°36'48"W	171.33
C14	33°11'02"	400.00	231.67	S73°36'48"E	228.44
C15	56°48'58"	37.00	36.69	S61°23'12"W	35.21
C16	32°55'08"	390.00	224.07	N73°20'07"E	221.00
C17	32°55'08"	275.00	158.00	N73°20'07"E	155.83
C18	32°55'08"	275.00	158.00	N73°20'07"E	155.83
C19	32°55'08"	275.00	158.00	N73°20'07"E	155.83
C20	90°00'00"	37.00	58.12	S11°52'33"W	52.33
C21	33°03'12"	275.00	158.64	S73°24'09"W	156.45
C22	33°03'12"	275.00	158.64	S73°24'09"W	156.45
C23	33°03'12"	400.00	230.76	S73°24'09"W	227.57
C24	33°03'12"	300.00	173.07	S73°24'09"W	170.68
C25	33°03'12"	300.00	173.07	S73°24'09"W	170.68
C26	23°58'24"	250.00	104.60	N12°03'27"W	103.84
C27	66°01'36"	37.00	42.64	N57°03'27"W	40.32
C28	4°20'45"	200.00	15.17	N87°45'23"E	15.17
C29	4°20'45"	200.00	15.17	S87°45'23"W	15.17
C30	26°29'21"	200.00	92.49	N76°41'05"E	91.64
C31	62°51'01"	37.00	40.59	N58°38'44"W	38.58
C32	90°00'00"	37.00	58.12	N44°55'45"E	52.33
C33	27°08'59"	275.00	130.31	N13°38'44"W	129.09
C34	27°08'59"	300.00	142.16	N13°38'44"W	140.83
C35	27°08'59"	300.00	142.16	S13°38'44"E	140.83
C36	90°00'00"	37.00	58.12	N45°04'15"W	52.33
C37	17°30'09"	54.00	16.50	S81°02'36"W	16.43
C38	125°00'18"	54.00	117.81	S45°12'19"E	95.80
C39	17°30'09"	54.00	16.50	N81°27'14"W	16.43
C40	91°49'16"	54.00	86.54	N61°23'12"E	77.57
C41	17°30'09"	54.00	16.50	S24°13'39"W	16.43
C42	27°27'18"	375.00	179.69	N76°28'40"W	177.98
C43	26°07'45"	425.00	208.65	N76°08'26"W	206.56
C44	33°11'02"	375.00	217.19	N73°36'48"W	214.17
C45	33°11'02"	425.00	246.15	N73°36'48"W	242.72
C46	17°30'09"	54.00	16.50	N08°32'46"E	16.43
C47	23°34'13"	905.37	372.45	S10°58'48"W	369.83
C48	17°30'09"	54.00	16.50	N08°57'24"W	16.43
C49	125°00'18"	54.00	117.81	S44°47'41"W	95.80
C50	17°30'09"	54.00	16.50	S81°27'14"E	16.43
C51	33°11'02"	250.00	144.79	S73°36'48"E	142.78
C52	33°11'02"	300.00	173.75	S73°36'48"E	171.33
C53	33°11'02"	250.00	144.79	S73°36'48"E	142.78
C54	33°11'02"	300.00	173.75	S73°36'48"E	171.33
C55	33°11'02"	275.00	159.27	N73°36'48"W	157.05
C56	33°11'02"	325.00	188.23	N73°36'48"W	185.61
C57	17°30'09"	54.00	16.50	N24°13'39"E	16.43
C58	91°49'16"	54.00	86.54	S61°23'12"W	77.57

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C59	17°30'09"	54.00	16.50	S81°27'14"E	16.43
C60	31°51'26"	375.00	208.51	S74°16'36"E	205.83
C61	32°00'48"	425.00	237.46	S74°11'55"E	234.39
C62	32°55'08"	250.00	143.64	N73°20'07"E	141.67
C63	32°55'08"	300.00	172.36	N73°20'07"E	170.00
C65	6°03'19"	490.00	68.89	N60°54'13"E	68.83
C66	21°21'12"	490.00	182.62	N79°07'05"E	181.56
C67	32°55'08"	415.00	238.43	N73°20'07"E	235.17
C68	32°55'08"	375.00	215.45	N73°20'07"E	212.50
C69	32°55'08"	300.00	172.36	N73°20'07"E	170.00
C70	32°55'08"	250.00	143.64	N73°20'07"E	141.67
C71	32°55'08"	250.00	143.64	N73°20'07"E	141.67
C72	17°30'09"	54.00	16.50	N41°52'31"W	16.43
C73	125°00'18"	54.00	117.81	S11°52'33"W	95.80
C74	32°55'08"	300.00	172.36	N73°20'07"E	170.00
C75	29°13'58"	300.00	153.06	S75°18'46"W	151.41
C76	33°03'12"	250.00	144.22	S73°24'09"W	142.23
C77	33°03'12"	300.00	173.07	S73°24'09"W	170.68
C78	33°03'12"	250.00	144.22	S73°24'09"W	142.23
C79	32°40'22"	425.00	242.35	S73°35'34"W	238.08
C80	32°37'19"	375.00	213.51	S73°37'08"W	210.64
C81	33°03'12"	275.00	158.64	S73°24'09"W	156.45
C82	33°03'12"	325.00	187.49	S73°24'09"W	184.90
C83	17°30'09"	54.00	16.50	N65°37'38"E	16.43
C84	33°03'12"	275.00	158.64	S73°24'09"W	156.45
C85	33°03'12"	325.00	187.49	S73°24'09"W	184.90
C82	26°29'21"	225.00	104.02	N76°41'05"E	103.10
C83	27°08'59"	250.00	118.46	N13°38'44"W	117.36
C84	4°20'45"	225.00	17.07	S87°45'23"W	17.06
C85	1°40'36"	175.00	5.12	N86°25'19"E	5.12
C86	19°50'22"	275.00	95.22	N09°59'26"W	94.75
C87	12°51'55"	54.00	12.13	S13°28'39"E	12.10
C88	96°40'07"	54.00	92.99	N56°22'44"W	81.92
C89	15°38'33"	54.00	14.74	N82°06'29"E	14.70
C100	20°52'48"	225.00	82.00	N10°30'39"W	81.54
C101	0°59'45"	225.00	3.91	N86°04'53"E	3.91
C105	4°20'45"	175.00	13.27	S87°45'23"W	13.27
C103	26°29'21"	175.00	80.91	N76°41'05"E	80.19
C104	27°05'03"	42.00	19.85	S76°38'04"W	19.67
C105	133°36'29"	53.64	125.08	S50°06'13"E	96.61
C106	17°30'09"	54.00	16.50	N61°10'41"E	16.43
C107	17°30'09"	54.00	16.50	S18°28'09"E	16.43
C108	97°51'19"	54.00	92.23	N58°38'44"W	81.42
C109	17°42'35"	42.00	12.96	N07°50'19"E	12.93
C110	32°55'08"	550.00	316.00	N73°20'07"E	311.67
C111	33°03'12"	550.00	317.29	S73°24'09"W	312.91
C112	26°02'37"	1100.00	500.00	N14°11'55"W	495.71
C113	26°02'37"	1100.00	500.00	S14°11'55"E	495.71
C115	13°32'10"	54.00	12.76	S06°50'20"E	12.73
C116	103°32'10"	54.00	97.58	N38°09'40"E	84.64
C117	27°08'59"	325.00	154.00	N13°38'44"W	152.57
C118	27°08'59"	275.00	130.31	N13°38'44"W	129.09
C119	27°08'59"	300.00	142.16	N13°38'44"W	140.83
C120	17°30'09"	54.00	16.50	N61°10'41"E	16.43
C121	125°00'18"	54.00	117.81	N45°04'15"W	95.80
C122	17°30'09"	54.00	16.50	S08°40'50"W	16.43
C123	27°08'59"	275.00	130.31	S13°38'44"E	129.09
C124	27°08'59"	325.00	154.00	S13°38'44"E	152.57

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°11'42"E	33.00
L2	S00°10'35"W	25.00
L3	S46°24'19"E	36.32
L4	S27°13'14"E	50.00
L5	S17°46'46"W	35.36
L6	S27°13'14"E	50.00
L7	S72°13'14"E	35.36
L8	S44°22'34"W	42.01
L9	N45°12'07"W	28.28
L10	N89°49'25"E	59.97
L11	S44°47'53"W	28.33
L12	N45°30'19"W	35.54
L13	S89°11'42"W	17.00
L14	N45°30'19"W	42.65
L15	S44°47'41"W	28.28
L16	S45°12'19"E	28.28
L17	S25°57'59"W	22.86
L18	S51°17'23"W	24.11
L19	S45°12'19"E	28.28
L20	S44°47'41"W	28.28
L21	S45°12'19"E	28.28
L22	S44°47'41"W	28.28
L23	S14°07'18"E	27.23
L24	N44°47'41"E	28.28
L25	S45°12'19"E	28.28
L26	S45°12'19"E	28.28
L27	S44°47'41"W	28.28
L28	N77°58'43"E	28.28
L29	S12°01'17"E	28.28
L30	N44°47'53"E	28.29
L31	S45°12'07"E	28.28
L32	S44°47'53"W	28.29
L33	N45°12'07"W	28.28
L34	S77°58'43"W	28.28
L35	N12°01'17"W	28.28
L36	N76°07'32"E	29.16
L37	S12°01'17"E	28.28
L38	N77°58'43"E	28.28
L39	N44°47'53"E	28.29
L40	S45°12'07"E	28.28
L41	S44°47'53"W	28.29
L42	S45°12'07"E	28.28
L43	N12°01'17"W	28.28
L44	N77°58'43"E	28.28
L45	S44°47'53"W	28.29
L46	N45°12'07"W	28.28
L47	S61°23'12"W	35.16
L48	N44°47'53"E	28.29
L49	S45°12'07"E	28.28
L50	S12°09'55"E	28.21
L51	S44°47'53"W	28.29
L52	N45°12'07"W	28.28
L53	S77°51'06"W	28.35
L54	N40°48'06"E	18.16
L55	S89°47'41"W	26.37

LINE TABLE		
LINE	BEARING	DISTANCE
L56	S65°53'39"W	17.30
L57	N11°52'33"E	28.28
L58	N11°52'33"E	28.28
L59	N78°07'27"W	28.28
L60	N78°07'27"W	28.28
L61	S11°52'33"W	28.28
L62	S78°06'38"E	28.29
L63	N11°52'33"E	28.28
L64	N78°07'27"W	28.28
L65	N11°52'33"E	28.28
L66	S76°46'09"E	26.56
L67	N45°04'15"W	28.28
L68	N44°55'45"E	28.28
L70	N45°04'15"W	28.28
L71	N44°55'45"E	28.28
L72	S11°52'28"W	28.28
L73	N45°04'15"W	28.28
L74	N44°55'45"E	28.28
L75	N45°04'15"W	28.28
L76	N44°55'45"E	28.28
L80	N23°52'34"W	20.00
L82	S26°33'36"E	20.00
L84	S44°55'45"W	28.28
L85	S44°46'02"E	28.43
L86	S56°47'04"E	33.44
L87	N44°55'45"E	28.28
L88	N45°04'15"W	28.28
L89	N44°55'45"E	28.28
L90	N45°04'15"W	28.28
L91	S44°55'45"W	28.28
L92	N44°55'45"E	28.28
L93	S45°04'19"E	28.28
L94	N45°04'15"W	28.28
L95	N44°55'45"E	28.28
L96	N45°04'15"W	28.28
L97	N44°31'41"E	28.48
L98	N44°55'45"E	28.28
L99	S58°38'44"E	34.13
L100	N18°06'35"E	28.12
L101	N44°55'45"E	28.28
L102	N45°04'15"W	28.28
L103	N18°06'35"E	28.12
L104	N71°53'25"W	28.45
L105	S71°53'25"E	28.45
L106	S40°20'53"W	32.26
L111	S44°55'45"E	28.28
L112	N45°04'15"W	28.28
L113	N17°46'46"E	28.28
L114	S72°13'14"E	28.28
L115	S71°53'25"E	28.45
L116	S44°04'19"E	26.49
L117	N18°06'35"E	28.12
L118	N45°04'15"W	28.28
L119	S44°55'45"W	28.28
L120	N45°04'15"W	28.28



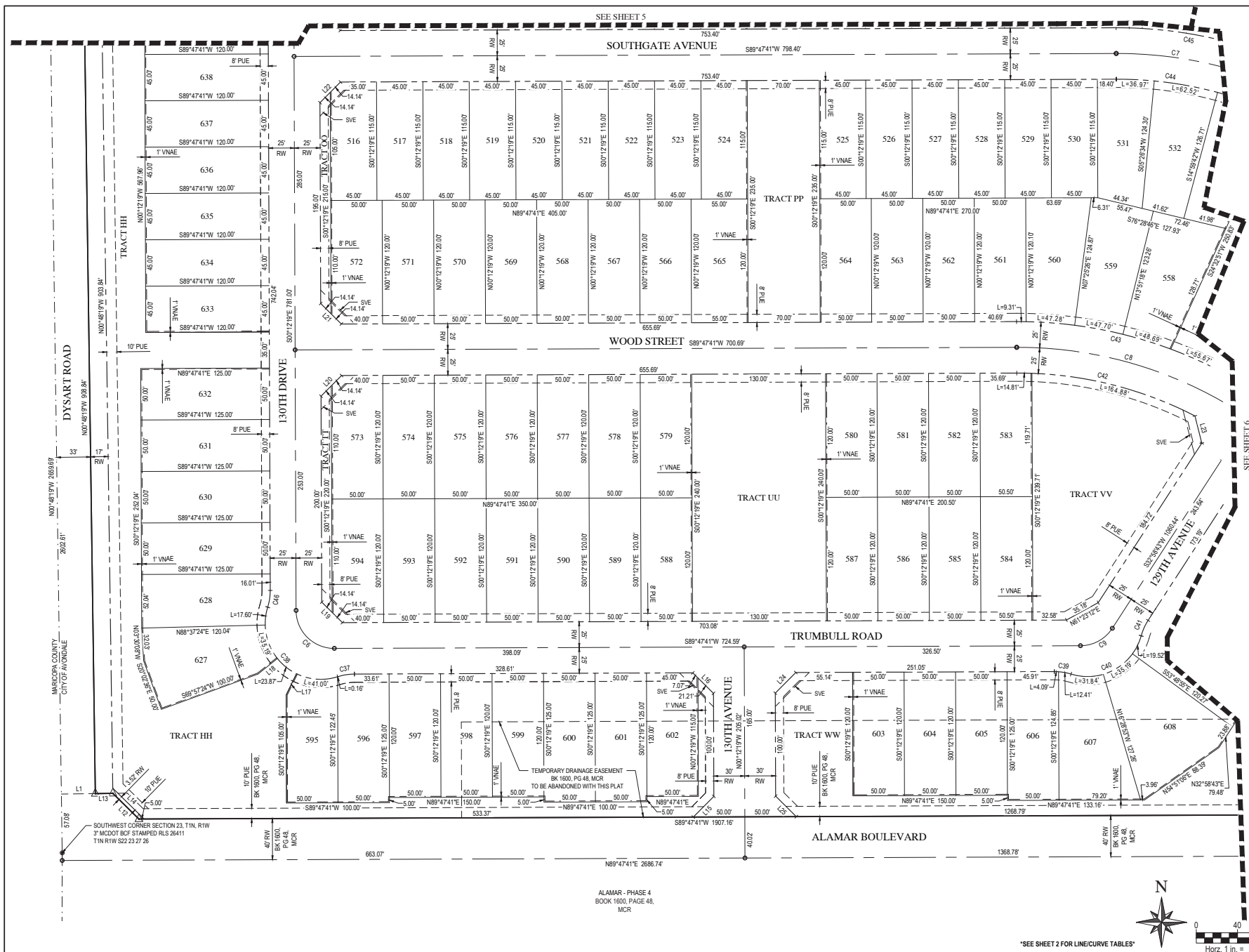
FINAL PLAT
ALAMAR - PHASE 5
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SCALE
DATE
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JKP
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4 OF 19

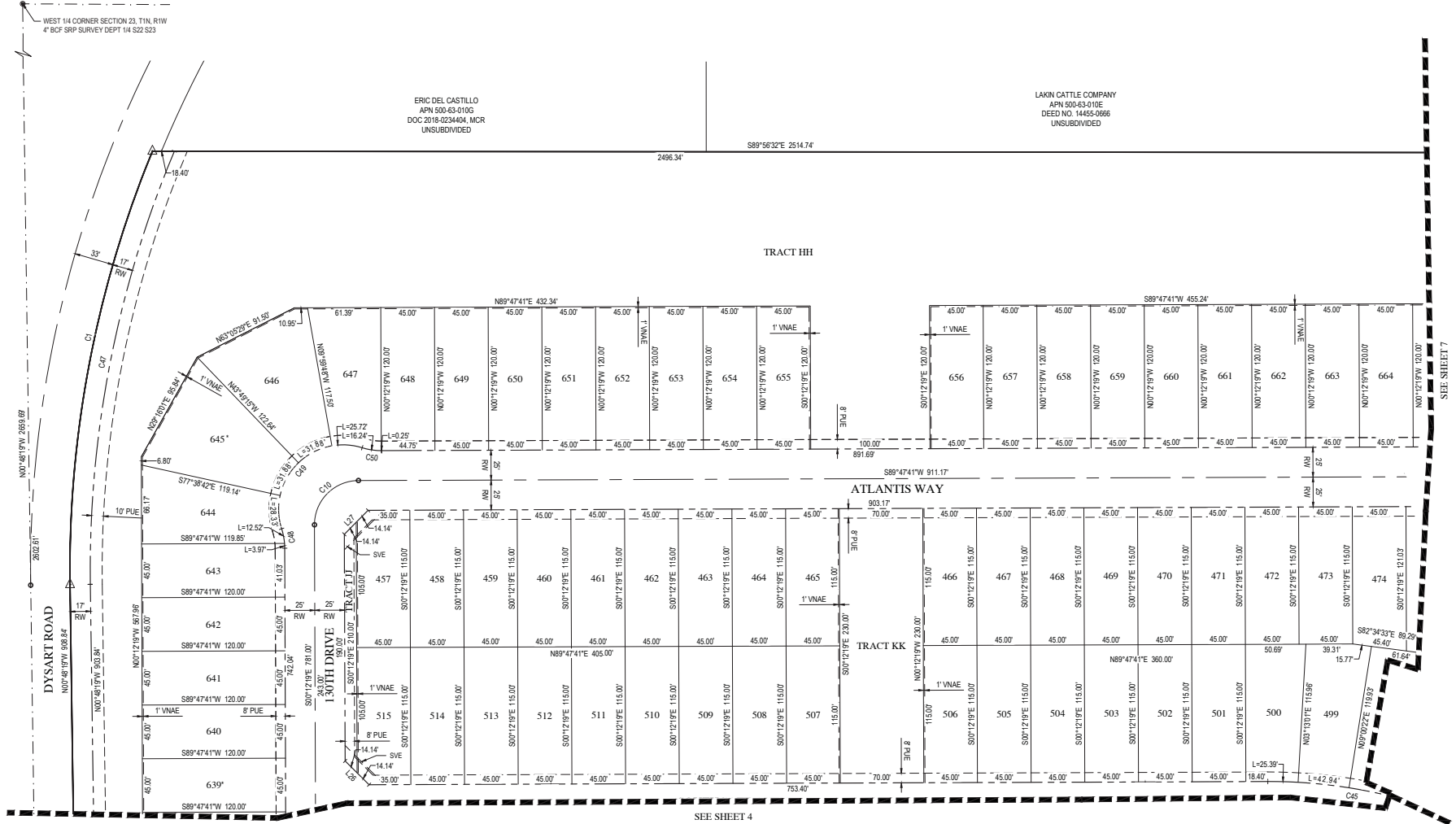


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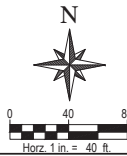
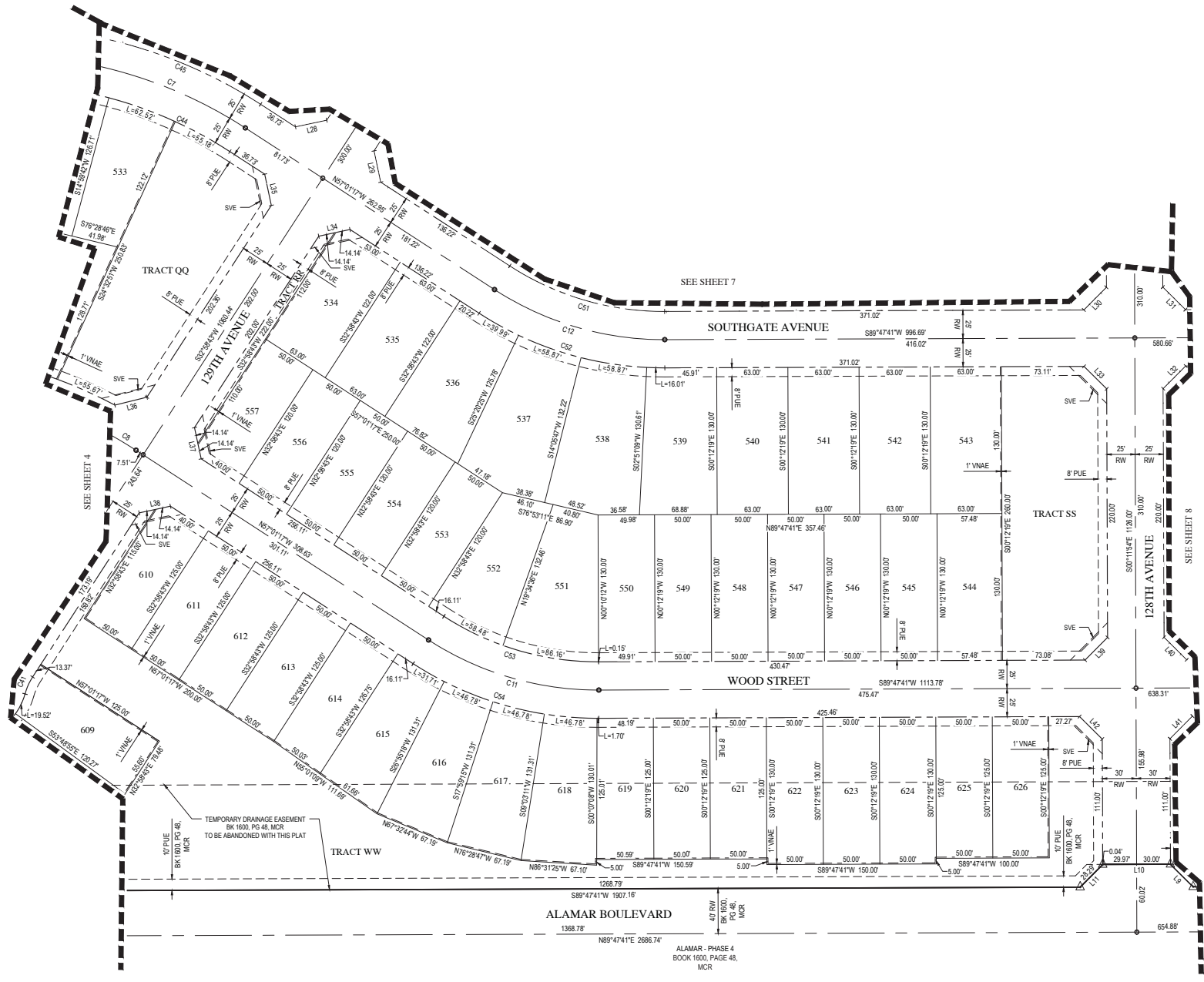
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DEED NO. 14455-0666
UNSUBDIVIDED

LAKIN CATTLE COMPANY
APN 500-63-002
DOC 1989-0538267, MCR
UNSUBDIVIDED

LAKIN CATTLE COMPANY
APN 500-63-001
DOC 1989-0538267, MCR
UNSUBDIVIDED

MB FAMILY LP
APN 500-63-008A
DOC 2006-1133690, MCR
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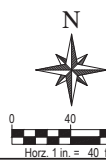


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SHEET: 7 OF 19

FINAL PLAT
ALAMAR - PHASE 5
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SCALE: 1" = 40'
DATE: 11/03/2023
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ALAMAR - PHASE 5
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DATE
JOB NUMBER
SHEET

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JKP
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9 OF 19



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FINAL PLAT
ALAMAR - PHASE 5
AVONDALE, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: 1" = 40'
DATE: 11/03/2023
JOB NUMBER: WPR 174612.11
SHEET: 10 OF 19



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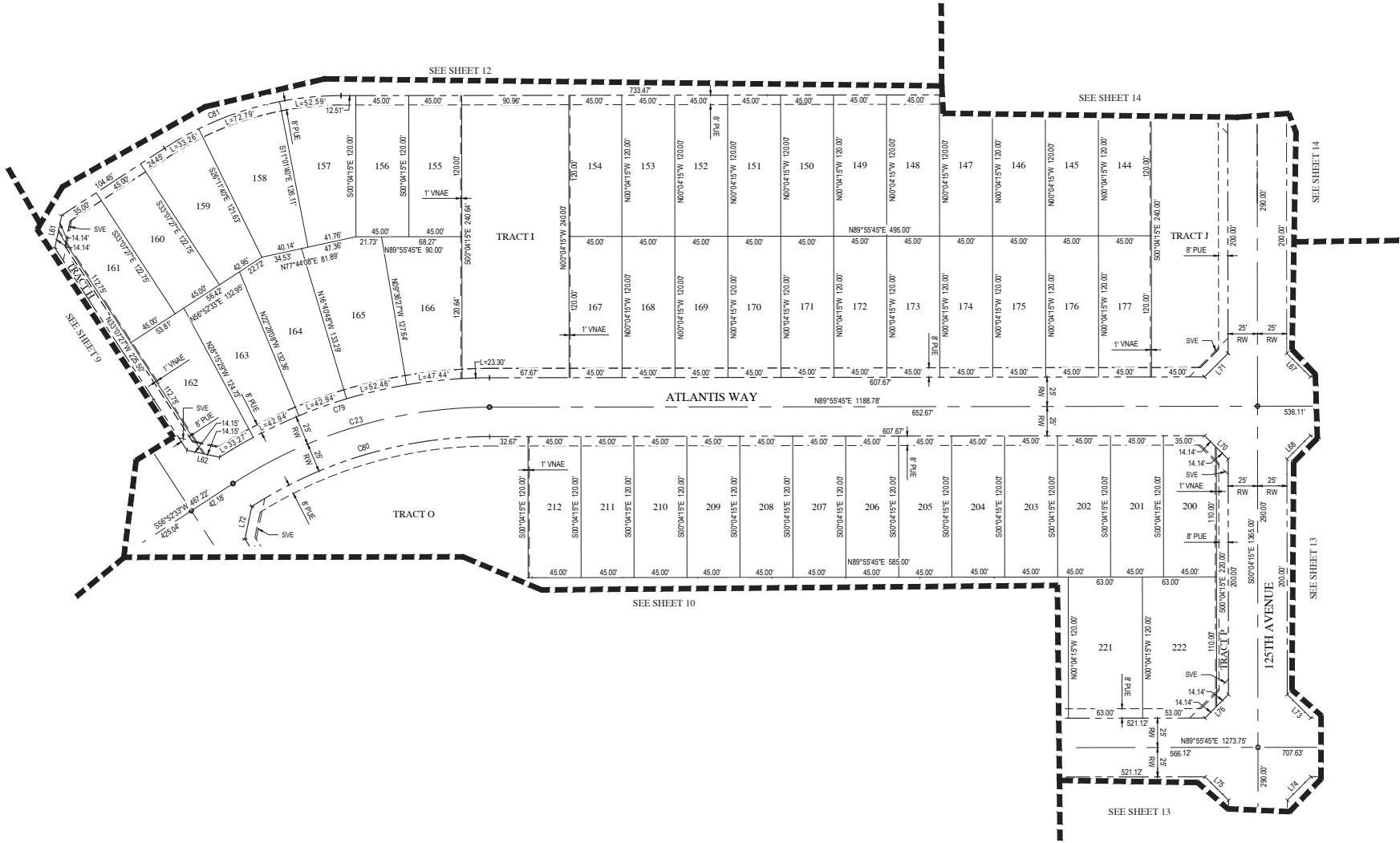
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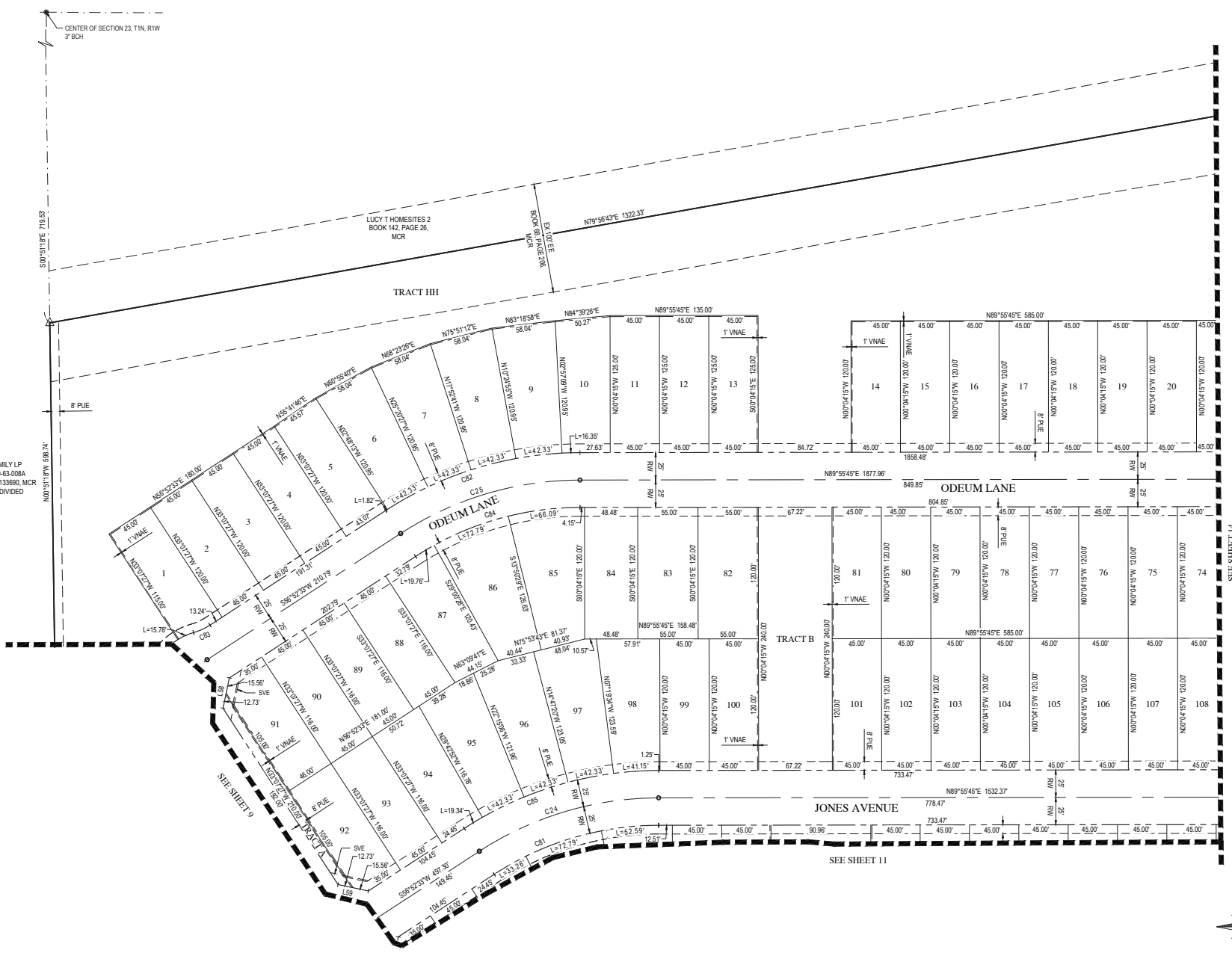


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SCALE: 1" = 40'
DATE: 11/03/2023
JOB NUMBER: WPA 174612.11
SHEET: 11 OF 19



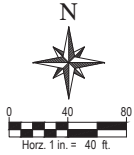
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SEE SHEET 14

ATLANTIS WAY

SOUTHGATE AVENUE

WOOD STREET

ALAMAR BOULEVARD

ALAMAR - PHASE 4
BOOK 1600, PAGE 48,
MCR

40' RW
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JOB NUMBER: WPA 174612.11
SHEET 13 OF 19

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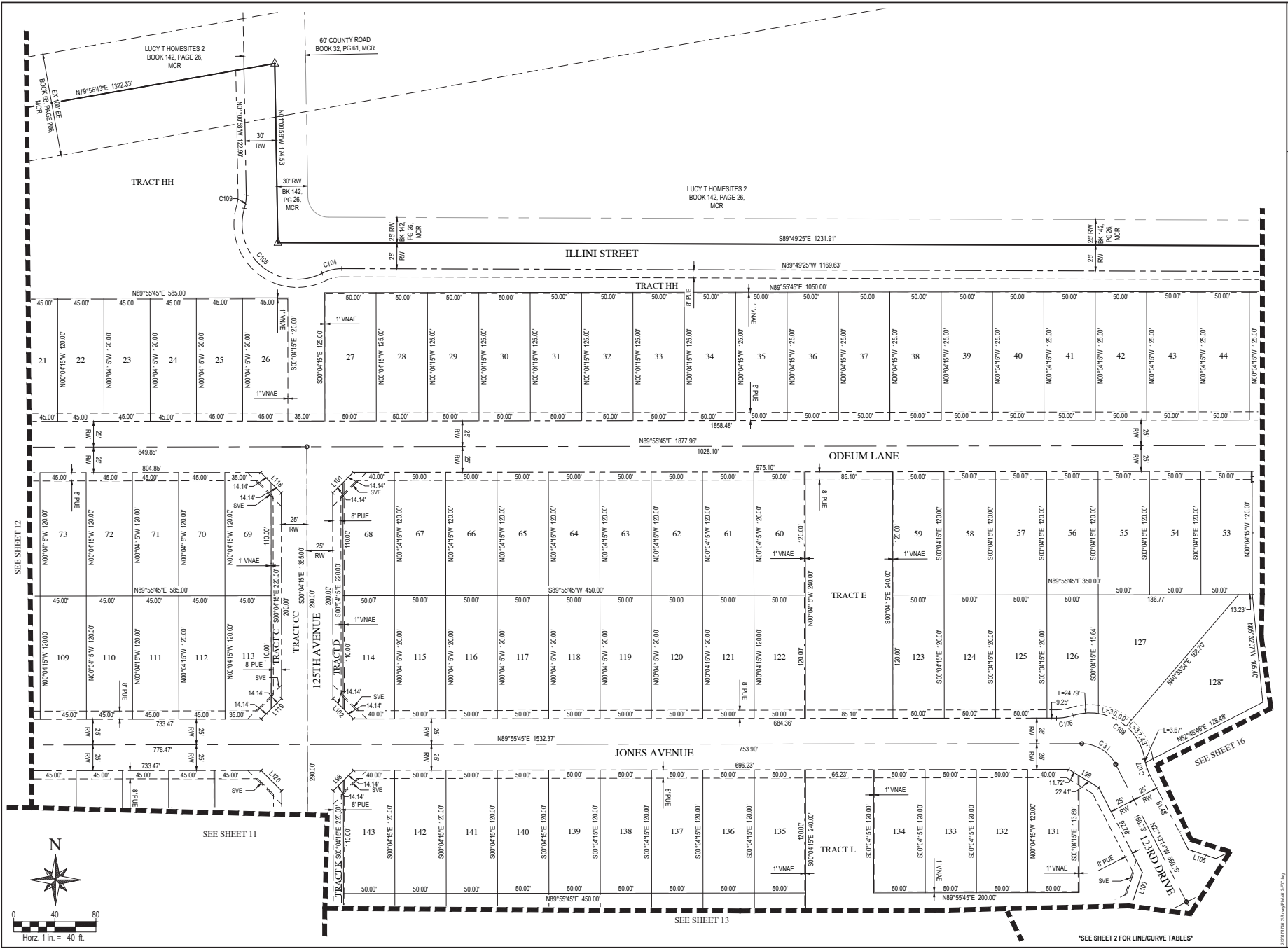


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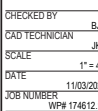
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DATE: 11/03/2023
JOB NUMBER: WPS 174612.11
SHEET 14 OF 19



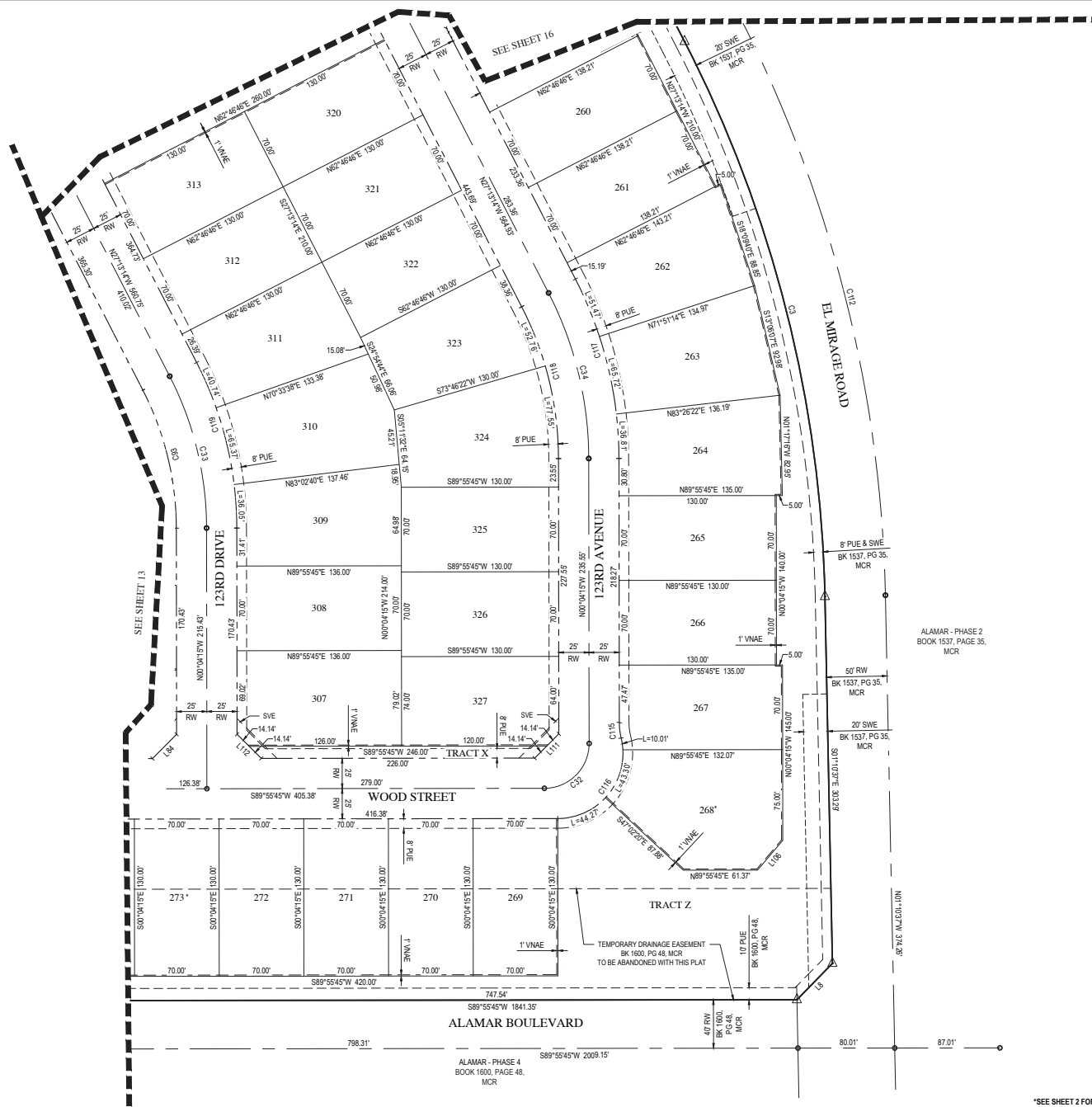
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15 OF 19



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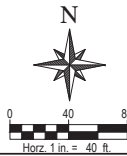
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ALAMAR - PHASE 5
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SHEET	16 OF 19



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20231117 174612.11 WPA 174612.11.DWG

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 499	5,783	0.1328	LOT 555	6,000	0.1377	LOT 611	6,250	0.1435	LOT 667	6,036	0.1386
LOT 500	5,441	0.1249	LOT 556	6,000	0.1377	LOT 612	6,250	0.1435	LOT 668	6,036	0.1386
LOT 501	5,175	0.1188	LOT 557	5,950	0.1366	LOT 613	6,250	0.1435	LOT 669	6,009	0.1379
LOT 502	5,175	0.1188	LOT 558	7,549	0.1733	LOT 614	6,294	0.1445	LOT 670	5,428	0.1246
LOT 503	5,175	0.1188	LOT 559	6,788	0.1558	LOT 615	7,013	0.1610	LOT 671	5,408	0.1240
LOT 504	5,175	0.1188	LOT 560	6,750	0.1550	LOT 616	7,428	0.1705	LOT 672	8,731	0.2004
LOT 505	5,175	0.1188	LOT 561	6,000	0.1377	LOT 617	7,428	0.1705	LOT 673	8,518	0.1955
LOT 506	5,175	0.1188	LOT 562	6,000	0.1377	LOT 618	7,385	0.1695	LOT 674	7,778	0.1786
LOT 507	5,175	0.1188	LOT 563	6,000	0.1377	LOT 619	6,280	0.1442	LOT 675	7,778	0.1786
LOT 508	5,175	0.1188	LOT 564	6,000	0.1377	LOT 620	6,250	0.1435	LOT 676	7,778	0.1786
LOT 509	5,175	0.1188	LOT 565	6,600	0.1515	LOT 621	6,250	0.1435	LOT 677	7,728	0.1774
LOT 510	5,175	0.1188	LOT 566	6,000	0.1377	LOT 622	6,500	0.1492	LOT 678	5,195	0.1193
LOT 511	5,175	0.1188	LOT 567	6,000	0.1377	LOT 623	6,500	0.1492	LOT 679	5,244	0.1204
LOT 512	5,175	0.1188	LOT 568	6,000	0.1377	LOT 624	6,500	0.1492	LOT 680	5,244	0.1204
LOT 513	5,175	0.1188	LOT 569	6,000	0.1377	LOT 625	6,250	0.1435	LOT 681	5,244	0.1204
LOT 514	5,175	0.1188	LOT 570	6,000	0.1377	LOT 626	6,250	0.1435	LOT 682	5,244	0.1204
LOT 515	5,125	0.1177	LOT 571	6,000	0.1377	LOT 627	7,435	0.1707	LOT 683	5,892	0.1353
LOT 516	5,125	0.1177	LOT 572	5,950	0.1366	LOT 628	6,259	0.1437	LOT 684	8,184	0.1879
LOT 517	5,175	0.1188	LOT 573	5,950	0.1366	LOT 629	6,250	0.1435	LOT 685	6,896	0.1537
LOT 518	5,175	0.1188	LOT 574	6,000	0.1377	LOT 630	6,250	0.1435	LOT 686	5,351	0.1228
LOT 519	5,175	0.1188	LOT 575	6,000	0.1377	LOT 631	6,250	0.1435	LOT 687	5,400	0.1240
LOT 520	5,175	0.1188	LOT 576	6,000	0.1377	LOT 632	6,250	0.1435	LOT 688	5,400	0.1240
LOT 521	5,175	0.1188	LOT 577	6,000	0.1377	LOT 633	5,400	0.1240	LOT 689	5,400	0.1240
LOT 522	5,175	0.1188	LOT 578	6,000	0.1377	LOT 634	5,400	0.1240	LOT 690	5,400	0.1240
LOT 523	5,175	0.1188	LOT 579	6,000	0.1377	LOT 635	5,400	0.1240	LOT 691	5,400	0.1240
LOT 524	5,175	0.1188	LOT 580	6,000	0.1377	LOT 636	5,400	0.1240	LOT 692	5,400	0.1240
LOT 525	5,175	0.1188	LOT 581	6,000	0.1377	LOT 637	5,400	0.1240	LOT 693	5,400	0.1240
LOT 526	5,175	0.1188	LOT 582	6,000	0.1377	LOT 638	5,400	0.1240	LOT 694	5,400	0.1240
LOT 527	5,175	0.1188	LOT 583	6,059	0.1391	LOT 639	5,400	0.1240	TOTAL	4,720,437	108.3663
LOT 528	5,175	0.1188	LOT 584	6,060	0.1391	LOT 640	5,400	0.1240			
LOT 529	5,175	0.1188	LOT 585	6,000	0.1377	LOT 641	5,400	0.1240			
LOT 530	5,175	0.1188	LOT 586	6,000	0.1377	LOT 642	5,400	0.1240			
LOT 531	5,937	0.1363	LOT 587	6,000	0.1377	LOT 643	5,400	0.1240			
LOT 532	6,558	0.1505	LOT 588	6,000	0.1377	LOT 644	6,203	0.1424			
LOT 533	6,513	0.1495	LOT 589	6,000	0.1377	LOT 645	7,812	0.1793			
LOT 534	7,636	0.1753	LOT 590	6,000	0.1377	LOT 646	7,796	0.1790			
LOT 535	7,886	0.1764	LOT 591	6,000	0.1377	LOT 647	6,002	0.1378			
LOT 536	8,409	0.1930	LOT 592	6,000	0.1377	LOT 648	5,400	0.1240			
LOT 537	9,418	0.2162	LOT 593	6,000	0.1377	LOT 649	5,400	0.1240			
LOT 538	9,519	0.2185	LOT 594	5,950	0.1366	LOT 650	5,400	0.1240			
LOT 539	8,505	0.1952	LOT 595	6,008	0.1379	LOT 651	5,400	0.1240			
LOT 540	8,190	0.1880	LOT 596	6,236	0.1432	LOT 652	5,400	0.1240			
LOT 541	8,190	0.1880	LOT 597	6,000	0.1377	LOT 653	5,400	0.1240			
LOT 542	8,190	0.1880	LOT 598	6,000	0.1377	LOT 654	5,400	0.1240			
LOT 543	8,190	0.1880	LOT 599	6,000	0.1377	LOT 655	5,400	0.1240			
LOT 544	7,472	0.1715	LOT 600	6,250	0.1435	LOT 656	5,400	0.1240			
LOT 545	6,500	0.1492	LOT 601	6,250	0.1435	LOT 657	5,400	0.1240			
LOT 546	6,500	0.1492	LOT 602	5,988	0.1375	LOT 658	5,400	0.1240			
LOT 547	6,500	0.1492	LOT 603	6,000	0.1377	LOT 659	5,400	0.1240			
LOT 548	6,500	0.1492	LOT 604	6,000	0.1377	LOT 660	5,400	0.1240			
LOT 549	6,500	0.1492	LOT 605	6,000	0.1377	LOT 661	5,400	0.1240			
LOT 550	6,503	0.1493	LOT 606	6,250	0.1435	LOT 662	5,400	0.1240			
LOT 551	8,388	0.1926	LOT 607	7,474	0.1716	LOT 663	5,400	0.1240			
LOT 552	7,599	0.1744	LOT 608	9,162	0.2103	LOT 664	5,400	0.1240			
LOT 553	6,000	0.1377	LOT 609	6,417	0.1473	LOT 665	5,654	0.1298			
LOT 554	6,000	0.1377	LOT 610	6,200	0.1423	LOT 666	6,026	0.1383			



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FINAL PLAT
ALAMAR - PHASE 5
AVONDALE, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: NTS
DATE: 11/03/2023
JOB NUMBER: WPA 174612.11
SHEET: 18 OF 19

2:2017174612.11.dwg/PA/174612.11.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,322	0.1222
LOT 2	5,400	0.1240
LOT 3	5,400	0.1240
LOT 4	5,400	0.1240
LOT 5	5,448	0.1251
LOT 6	6,036	0.1386
LOT 7	6,036	0.1386
LOT 8	6,036	0.1386
LOT 9	6,036	0.1386
LOT 10	5,779	0.1327
LOT 11	5,625	0.1291
LOT 12	5,625	0.1291
LOT 13	5,625	0.1291
LOT 27	6,250	0.1435
LOT 28	6,250	0.1435
LOT 29	6,250	0.1435
LOT 30	6,250	0.1435
LOT 31	6,250	0.1435
LOT 32	6,250	0.1435
LOT 33	6,250	0.1435
LOT 34	6,250	0.1435
LOT 35	6,250	0.1435
LOT 36	6,250	0.1435
LOT 37	6,250	0.1435
LOT 38	6,250	0.1435
LOT 39	6,250	0.1435
LOT 40	6,250	0.1435
LOT 41	6,250	0.1435
LOT 42	6,250	0.1435
LOT 43	6,250	0.1435
LOT 44	6,250	0.1435
LOT 45	6,250	0.1435
LOT 46	6,248	0.1434
LOT 47	6,098	0.1400
LOT 48	7,019	0.1611
LOT 49	7,441	0.1708
LOT 50	6,929	0.1591
LOT 51	6,501	0.1492
LOT 52	5,950	0.1366
LOT 53	6,000	0.1377
LOT 54	6,000	0.1377
LOT 55	6,000	0.1377
LOT 56	6,000	0.1377
LOT 57	6,000	0.1377
LOT 58	6,000	0.1377
LOT 59	6,000	0.1377
LOT 60	6,000	0.1377
LOT 61	6,000	0.1377
LOT 62	6,000	0.1377
LOT 63	6,000	0.1377
LOT 64	6,000	0.1377
LOT 65	6,000	0.1377
LOT 66	6,000	0.1377
LOT 67	6,000	0.1377
LOT 68	5,950	0.1366
LOT 82	6,600	0.1515

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 83	6,600	0.1515
LOT 84	5,817	0.1335
LOT 85	6,852	0.1573
LOT 86	6,989	0.1604
LOT 87	5,717	0.1312
LOT 88	5,220	0.1198
LOT 89	5,220	0.1198
LOT 90	5,220	0.1198
LOT 91	5,275	0.1211
LOT 92	5,275	0.1211
LOT 93	5,220	0.1198
LOT 94	5,486	0.1259
LOT 95	5,985	0.1374
LOT 96	6,219	0.1428
LOT 97	6,235	0.1431
LOT 98	6,068	0.1393
LOT 99	5,400	0.1240
LOT 100	5,400	0.1240
LOT 114	5,950	0.1366
LOT 115	6,000	0.1377
LOT 116	6,000	0.1377
LOT 117	6,000	0.1377
LOT 118	6,000	0.1377
LOT 119	6,000	0.1377
LOT 120	6,000	0.1377
LOT 121	6,000	0.1377
LOT 122	6,000	0.1377
LOT 123	6,000	0.1377
LOT 124	6,000	0.1377
LOT 125	6,000	0.1377
LOT 126	5,879	0.1350
LOT 127	10,269	0.2357
LOT 128	10,430	0.2394
LOT 129	6,494	0.1491
LOT 130	6,483	0.1488
LOT 131	5,969	0.1370
LOT 132	6,000	0.1377
LOT 133	6,000	0.1377
LOT 134	6,000	0.1377
LOT 135	6,000	0.1377
LOT 136	6,000	0.1377
LOT 137	6,000	0.1377
LOT 138	6,000	0.1377
LOT 139	6,000	0.1377
LOT 140	6,000	0.1377
LOT 141	6,000	0.1377
LOT 142	6,000	0.1377
LOT 143	5,950	0.1366
LOT 155	5,400	0.1240
LOT 156	5,400	0.1240
LOT 157	6,595	0.1514
LOT 158	7,022	0.1612
LOT 159	6,165	0.1415
LOT 160	5,524	0.1268
LOT 161	5,474	0.1257
LOT 162	5,932	0.1362

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 163	6,328	0.1453
LOT 164	6,708	0.1540
LOT 165	7,955	0.1826
LOT 166	7,118	0.1634
LOT 167	5,400	0.1240
LOT 168	5,400	0.1240
LOT 169	5,400	0.1240
LOT 170	5,400	0.1240
LOT 171	5,400	0.1240
LOT 172	5,400	0.1240
LOT 173	5,400	0.1240
LOT 174	5,400	0.1240
LOT 175	5,400	0.1240
LOT 176	5,400	0.1240
LOT 177	5,400	0.1240
LOT 178	5,950	0.1366
LOT 179	6,000	0.1377
LOT 180	6,000	0.1377
LOT 181	6,000	0.1377
LOT 182	6,000	0.1377
LOT 183	6,000	0.1377
LOT 184	6,000	0.1377
LOT 185	6,000	0.1377
LOT 186	6,000	0.1377
LOT 187	7,756	0.1781
LOT 188	6,563	0.1507
LOT 189	6,087	0.1397
LOT 190	6,000	0.1377
LOT 191	6,000	0.1377
LOT 192	6,000	0.1377
LOT 193	6,000	0.1377
LOT 194	6,000	0.1377
LOT 195	6,000	0.1377
LOT 196	6,000	0.1377
LOT 197	6,000	0.1377
LOT 198	6,000	0.1377
LOT 199	5,950	0.1366
LOT 200	5,350	0.1228
LOT 201	5,400	0.1240
LOT 202	5,400	0.1240
LOT 203	5,400	0.1240
LOT 204	5,400	0.1240
LOT 205	5,400	0.1240
LOT 206	5,400	0.1240
LOT 207	5,400	0.1240
LOT 208	5,400	0.1240
LOT 209	5,400	0.1240
LOT 210	5,400	0.1240
LOT 211	5,400	0.1240
LOT 212	5,400	0.1240
LOT 213	8,695	0.1996
LOT 214	8,125	0.1865
LOT 215	7,560	0.1736
LOT 216	7,560	0.1736
LOT 217	7,560	0.1736
LOT 218	7,560	0.1736

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 219	7,560	0.1736
LOT 220	7,560	0.1736
LOT 221	7,560	0.1736
LOT 222	7,510	0.1724
LOT 223	7,510	0.1724
LOT 224	7,560	0.1736
LOT 225	7,560	0.1736
LOT 226	7,560	0.1736
LOT 227	7,560	0.1736
LOT 228	7,560	0.1736
LOT 229	7,560	0.1736
LOT 230	7,560	0.1736
LOT 231	8,760	0.2011
LOT 232	8,760	0.2011
LOT 233	7,560	0.1736
LOT 234	7,560	0.1736
LOT 235	7,560	0.1736
LOT 236	7,560	0.1736
LOT 237	7,560	0.1736
LOT 238	7,560	0.1736
LOT 239	7,560	0.1736
LOT 240	7,560	0.1736
LOT 241	7,560	0.1736
LOT 242	7,510	0.1724
LOT 243	7,510	0.1724
LOT 244	7,560	0.1736
LOT 245	7,560	0.1736
LOT 246	7,560	0.1736
LOT 247	7,560	0.1736
LOT 248	7,560	0.1736
LOT 249	7,560	0.1736
LOT 250	7,598	0.1744
LOT 251	10,350	0.2376
LOT 252	6,092	0.1399
LOT 253	6,437	0.1478
LOT 254	7,892	0.1812
LOT 255	7,106	0.1631
LOT 256	6,250	0.1435
LOT 257	6,000	0.1377
LOT 258	6,000	0.1377
LOT 259	9,674	0.2221
LOT 260	9,674	0.2221
LOT 261	9,674	0.2221
LOT 262	10,688	0.2454
LOT 263	10,623	0.2439
LOT 264	10,138	0.2327
LOT 265	9,100	0.2089
LOT 266	9,100	0.2089
LOT 267	9,420	0.2163
LOT 268	11,998	0.2754
LOT 269	9,100	0.2089
LOT 270	9,100	0.2089
LOT 271	9,100	0.2089
LOT 272	9,100	0.2089
LOT 273	9,100	0.2089
LOT 274	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 275	7,560	0.1736
LOT 276	7,560	0.1736
LOT 277	7,560	0.1736
LOT 278	7,560	0.1736
LOT 279	7,560	0.1736
LOT 280	7,560	0.1736
LOT 281	7,560	0.1736
LOT 282	7,560	0.1736
LOT 283	7,560	0.1736
LOT 284	7,510	0.1724
LOT 285	7,560	0.1736
LOT 286	7,560	0.1736
LOT 287	7,560	0.1736
LOT 288	7,560	0.1736
LOT 289	7,560	0.1736
LOT 290	7,560	0.1736
LOT 291	7,560	0.1736
LOT 292	7,560	0.1736
LOT 293	7,560	0.1736
LOT 294	7,510	0.1724
LOT 295	8,897	0.2043
LOT 296	9,622	0.2209
LOT 297	8,667	0.1990
LOT 298	10,612	0.2436
LOT 299	6,450	0.1481
LOT 300	6,500	0.1492
LOT 301	6,500	0.1492
LOT 302	9,100	0.2089
LOT 303	9,100	0.2089
LOT 304	11,042	0.2535
LOT 305	10,091	0.2317
LOT 306	9,100	0.2089
LOT 307	10,697	0.2456
LOT 308	9,520	0.2185
LOT 309	10,324	0.2370
LOT 310	11,075	0.2543
LOT 311	9,948	0.2284
LOT 312	9,100	0.2089
LOT 313	9,100	0.2089
LOT 314	6,515	0.1496
LOT 315	6,544	0.1502
LOT 316	6,523	0.1497
LOT 317	6,378	0.1464
LOT 318	6,457	0.1482
LOT 319	6,496	0.1489
LOT 320	9,100	0.2089
LOT 321	9,100	0.2089
LOT 322	9,100	0.2089
LOT 323	10,288	0.2362
LOT 324	10,866	0.2495
LOT 325	9,100	0.2089
LOT 326	9,100	0.2089
LOT 327	9,570	0.2197
LOT 328	5,400	0.1240
LOT 329	5,400	0.1240
LOT 330	5,400	0.1240

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 331	5,400	0.1240
LOT 332	5,400	0.1240
LOT 333	5,400	0.1240
LOT 334	5,400	0.1240
LOT 335	5,400	0.1240
LOT 336	5,400	0.1240
LOT 337	5,350	0.1228
LOT 338	5,148	0.1182
LOT 339	5,197	0.1193
LOT 340	5,198	0.1193
LOT 341	5,197	0.1193
LOT 342	5,198	0.1193
LOT 343	5,197	0.1193
LOT 344	7,008	0.1609
LOT 345	6,182	0.1421
LOT 346	6,000	0.1377
LOT 347	5,400	0.1240
LOT 348	5,400	0.1240
LOT 349	5,400	0.1240
LOT 350	5,400	0.1240
LOT 351	5,400	0.1240
LOT 352	5,351	0.1228
LOT 353	7,511	0.1724
LOT 354	7,560	0.1736
LOT 355	7,560	0.1736
LOT 356	7,560	0.1736
LOT 357	7,560	0.1736
LOT 358	7,560	0.1736
LOT 359	7,560	0.1736
LOT 360	9,100	0.2089
LOT 361	9,100	0.2089
LOT 362	9,100	0.2089
LOT 363	9,100	0.2089
LOT 364	9,050	0.2078
LOT 365	9,085	0.2086
LOT 366	9,135	0.2097
LOT 367	9,135	0.2097
LOT 368	9,135	0.2097
LOT 369	9,135	0.2097
LOT 370	9,150	0.2101
LOT 371	12,469	0.2863
LOT 372	8,190	0.1880
LOT 373	8,190	0.1880
LOT 374	8,190	0.1880
LOT 375	8,190	0.1880
LOT 376	8,190	0.1880
LOT 377	8,190	0.1880
LOT 378	8,141	0.1869
LOT 379	8,143	0.1869
LOT 380	8,190	0.1880
LOT 381	8,190	0.1880
LOT 382	8,190	0.1880
LOT 383	8,190	0.1880
LOT 384	8,190	0.1880
LOT 385	8,190	0.1880
LOT 386	12,241	0.2819

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	1,809	0.0415	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT AA	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT AAA	19,448	0.4465	FORMATIVE PARK, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT B	16,133	0.3704	OPEN SPACE, LANDSCAPE AND PUBLIC UTILITY EASEMENT
TRACT BB	41,994	0.9640	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT AND DRAINAGE
TRACT C	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT CC	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT D	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT DD	27,272	0.6261	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT AND DRAINAGE
TRACT E	20,425	0.4689	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT EE	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT F	1,050	0.0241	OPEN SPACE, LANDSCAPE AND PUBLIC UTILITY EASEMENT
TRACT FF	27,790	0.6380	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT AND DRAINAGE
TRACT G	2,155	0.0495	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT GG	98,069	2.2514	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, SEWER EASEMENT AND DRAINAGE
TRACT H	2,155	0.0495	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT HH	718,359	16.4912	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, SEWER EASEMENT, ELECTRICAL EASEMENT AND DRAINAGE
TRACT I	21,835	0.5013	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT II	12,850	0.2950	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT J	15,200	0.3489	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT JJ	2,000	0.0459	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT K	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT KK	16,100	0.3696	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT L	37,883	0.8697	FORMATIVE PARK, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT LL	22,362	0.5134	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT M	5,486	0.1259	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT MM	8,356	0.1918	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT N	2,305	0.0529	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT NN	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT O	41,863	0.9610	FORMATIVE PARK, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT OO	2,050	0.0471	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT P	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT PP	16,450	0.3776	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT Q	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT QQ	22,683	0.5207	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT R	36,279	0.8328	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT RR	2,120	0.0487	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT S	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT SS	23,805	0.5465	FORMATIVE PARK, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT T	36,549	0.8391	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT TT	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT U	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT UU	31,200	0.7163	FORMATIVE PARK, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT V	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT VV	27,008	0.6200	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT W	8,893	0.2041	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT WW	78,504	1.8022	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE
TRACT X	2,360	0.0542	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT XX	14,775	0.3392	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT Y	29,580	0.6791	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND DRAINAGE

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT Z	86,302	1.9812	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, IRRIGATION EASEMENT, SIDEWALK EASEMENT AND DRAINAGE
TRACT ZZ	2,100	0.0482	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TOTAL	1,611,656	36.9985	

NOTE: TRACT YY WAS NOT UTILIZED ON THIS PLAT.

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
OVERALL	7,841,648	180.0194
RIGHT-OF-WAY	1,509,555	34.6546
LOTS	4,720,437	108.3663
TRACTS	1,611,656	36.9985



Wood, Patte & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.336.8800
www.woodpatte.com

FINAL PLAT
ALAMAR - PHASE 5
AVONDALE, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: NTS
DATE: 11/03/2023
JOB NUMBER: WPS 174612.11
SHEET: 19 OF 19

2:207171667123.dwg/PLAT/ALAMAR/174612.11.dwg

ITEM NUMBER: 4.j.

SUBJECT: Somar Leasing Final Plat - Application PL-23-0170

MEETING DATE: 1/8/2024

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 consider a request by Derek Jacques, Alliance Land Surveying LLC, on behalf of the property owner Somar Leasing LLC, for approval of a Re-Plat of a Final Plat for Somar Leasing on property located north of Main Street (MC85) in between Central Avenue and 3rd Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Re-Plat reconfigures 5.675 acres of developed industrial property into two (2) lots. The Council will take appropriate action.

BACKGROUND:

The subject property is approximately 5.675 acres in size and includes Assessor Parcel Numbers 500-45-970B, 500-45-005D, and 500-45-005E (Exhibit A). The property was annexed in February 1962 and was zoned A-1 (General Industrial) (Exhibit B).

The property is located within the Industrial Land Use Category of the Avondale General Plan (Exhibit C). The industrial land use category is intended to provide employment opportunities for heavy manufacturing within enclosed or partially enclosed structures.

The vehicular access to and from the property is along 3rd Avenue.

The existing uses and zoning of surrounding properties include:

NORTH: Old Town Single Family Residential neighborhood, zoned R1-6.

EAST: Mixed density residential neighborhood, zoned R-3.

SOUTH: Railroad track, zoned A-1.

WEST: Manufactured Home Park, zoned MH.

SUMMARY OF REQUEST:

The applicant is requesting approval of the Re-Plat of the Final Plat for Somar Leasing (Exhibit D). The proposed Re-Plat reconfigures the property into two (2) separate parcels/lots. The property's western component is developed with one industrial building which is occupied by Field Lining Systems, Inc. The

current business fabricates and installs plastic containment system liners. The eastern portion of the property has outdoor storage related to the business. The property currently has three individual parcel numbers; however, these parcels were not legally platted. The only plat for the properties is a single parcel named Avondale Re-Platted subdivision "Tract D". This Re-Plat of that Final Plat will rectify the previously unrecorded land subdivision creating two recorded parcels. The property owner has an interest in developing the eastern portion of the property.

The proposed Re-Plat divides the 5.675-acre (247,203 square feet) subject property into two (2) individual lots, as follows:

- **Lot 1:** 3.954 acres
- **Lot 2:** 1.721 acres

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

ANALYSIS:

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

DISCUSSION:

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- 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:

Staff recommends that City Council **APPROVE** Application PL-23-0170 Re-Plat of Somar Leasing, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat submitted electronically on November 16, 2023, and provided in Exhibit D.

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

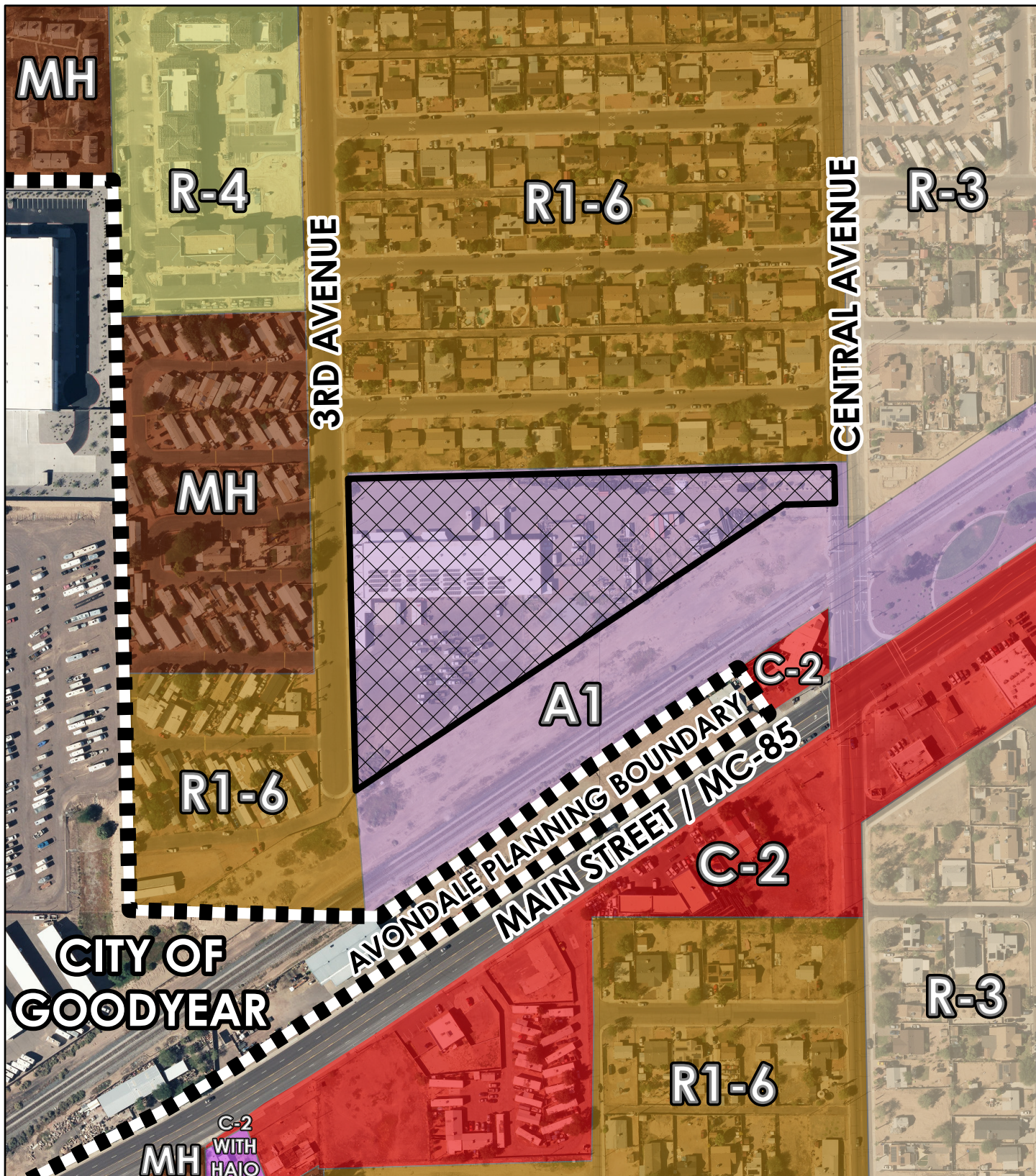


Aerial Map



 Subject Parcels



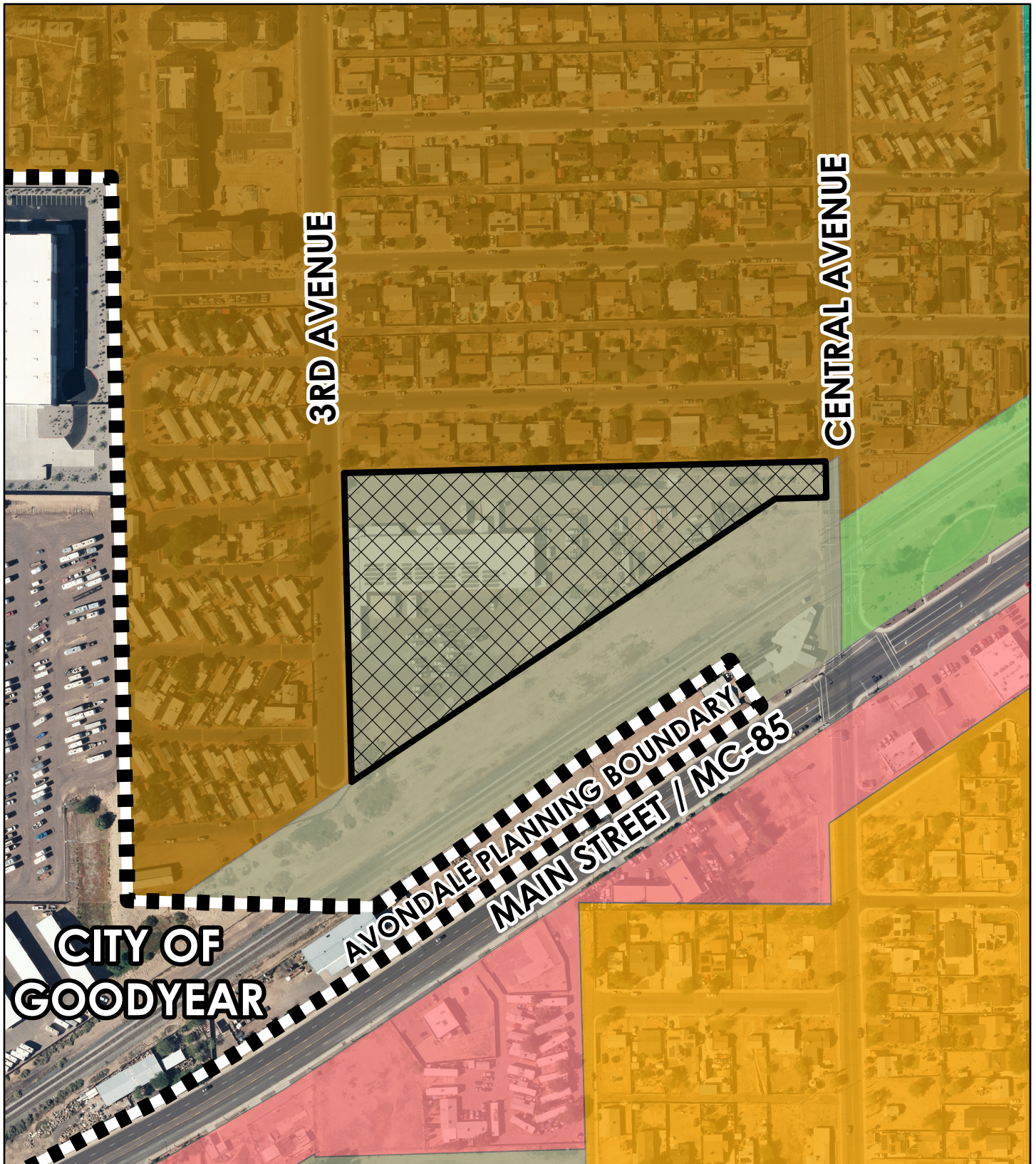


Zoning Vicinity



Subject Parcels





General Plan Land Use



- | | | | |
|---|----------------------------|---|----------------------------|
|  | High Density Residential |  | Local Commercial |
|  | Historic Avondale District |  | Medium Density Residential |
|  | Industrial |  | Open Space and Parks |



Subject Parcels



Exhibit D

Submitted November 16, 2023

FINAL PLAT FOR
SOMAR LEASING, LLC

BEING A REPLAT OF A PORTION OF TRACT D, AVONDALE REPLATTED, AS
RECORDED IN BOOK 33 ON PAGE 34, OFFICIAL RECORDS OF MARICOPA
COUNTY, ARIZONA AND BEING A PORTION OF THE NORTHWEST QUARTER
OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER/DEVELOPER

OWNER:
SOMAR LEASING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
439 S 3RD AVENUE
AVONDALE, AZ 85523

CONTACT:
PHILLIP RAMOS
(623) 842-1255

SURVEYOR

ALLIANCE LAND SURVEYING, LLC
7900 N 70TH AVENUE, SUITE 104
GLENDALE, AZ 85303

(623)972-2200

G. BRYAN GOETZENBERGER
L.S. 31020

DEDICATION:

SOMAR LEASING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, OF THE PROPERTY SHOWN HEREON AS
DESCRIBED IN DOCUMENT NO. 2000-0804779, RECORDS OF MARICOPA COUNTY, ARIZONA, HAS SUBDIVIDED AND
HEREBY DECLARES THAT THIS LAND DIVISION SURVEY SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF
THE PARCELS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH PARCEL SHALL BE KNOWN BY THE NUMBER
GIVEN EACH RESPECTIVELY ON SAID LAND DIVISION SURVEY.

SOMAR LEASING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: PHILLIP V RAMOS, MANAGER DATE

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

ON THIS DAY OF , 20 , BEFORE ME, THE UNDERSIGNED,
PERSONALLY APPEARED, PHILLIP V RAMOS, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES
THEREIN CONTAINED.

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

BY: NOTARY PUBLIC MY COMMISSION EXPIRES

LEGEND:

- Property Corner
(See Monument Table)
- Property Line
- Find Survey Monument
(See Monument Table)
- (See Monument Table)
- (R) See Reference Documents
- (M) Measured

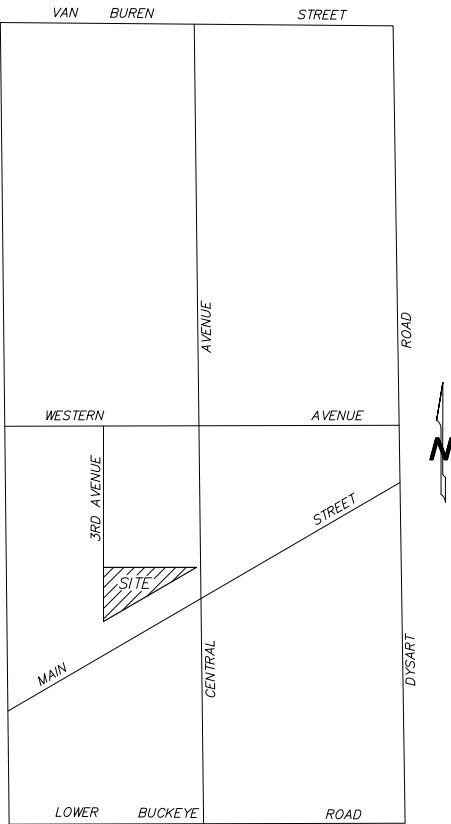
STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	0.00	0.00
COLLECTOR	0.00	0.00
ARTERIAL	0.00	0.00

SHEET INDEX:

- TITLE SHEET
- PLAT
- DESCRIPTIONS

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 assured water supply pursuant
to Section 45-576 Arizona Revised Statutes.



VICINITY MAP

NOT TO SCALE

LAND AREA TABLE:

GROSS AREA OF PROJECT	5.675 ACRES
RIGHT OF WAY AREA	0.000 ACRES
PARCEL 1	1.721 ACRES
PARCEL 2	3.954 ACRES

NOTES:

- All landscaping within adjacent public right-of-way is to be maintained by the Property Owner, excluding medians on arterial streets.
- 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.
- All existing overhead utilities shall be installed underground in accordance with City of Avondale Municipal Code and as required by the Arizona Corporation Commission.
- No alterations shall be made to the storm water retention areas and approved or existing conveyance patterns that are part of these premises without written approval by the City of Avondale.
- No structures shall be constructed in or across nor shall other improvements or alterations be made to the drainage facilities that are part of this subdivision without written authorization by the City of Avondale.
- No walls/fences shall be built without prior City of Avondale approval.

BENCHMARK:

No vertical datum was utilized in the performance of this survey.

BASIS OF BEARING:

The monument line of Central Avenue, also being the East line of the Northwest quarter of Section 15, using a bearing of North 01 degrees 44 minutes 00 seconds West, per the RECORD OF SURVEY recorded in Book 1661 of Maps, Page 16, M.C.R.

APPROVALS AND ACCEPTANCE OF DEDICATION

Approved by the Council of the City of Avondale, Arizona this day of , 20 .

Mayor Date

Attest: City Clerk Date

City Engineer Date

SURVEYOR'S CERTIFICATION:

This is to certify that this survey and subdivision of the premises described and platted hereon was completed under my direction during the month of November, 2023. That the plat is correct and accurate. That the monuments shown hereon have been located or established as described and the lot corners permanently set.

G. Bryan Goetzenberger
R.L.S. #31020

Date



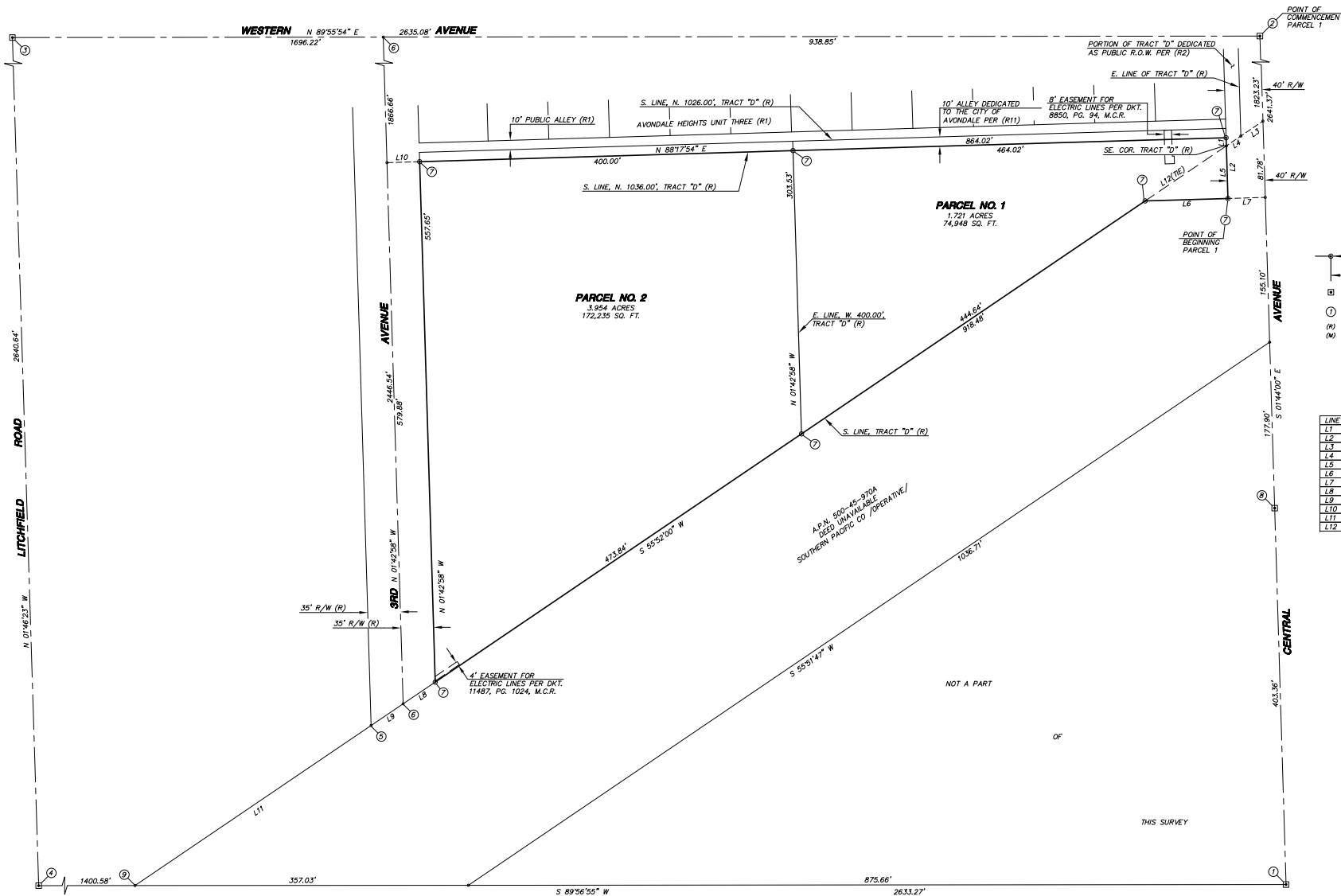
-PRELIMINARY-
NOT FOR
CONSTRUCTION
OR RECORDING

FINAL PLAT FOR
SOMAR LEASING, LLC



7900 N 70TH AVENUE, SUITE 104 PHOENIX 85025-0000
GLENDALE, AZ 85303
www.alliancelandsurveying.com

SHEET: 1 OF 3 DATE: 11-14-23 JOB NO: 230221



REFERENCE DOCUMENTS

- (R) PLAT PER BOOK 33, PAGE 34, M.C.R.
- (R1) PLAT PER BOOK 135, PAGE 33, M.C.R.
- (R2) DEED PER DOCKET 2150, PAGE 246, M.C.R.
- (R3) DEED PER 2000-0804779, M.C.R.
- (R4) DEED PER 22002-0936368, M.C.R.
- (R5) PLAT PER BOOK 98, PAGE 34, M.C.R.
- (R6) PLAT PER BOOK 114, PAGE 20, M.C.R.
- (R7) R.O.S. PER BOOK 1077, PAGE 47, M.C.R.
- (R8) R.O.S. PER BOOK 1256, PAGE 3, M.C.R.
- (R9) R.O.S. PER BOOK 1439, PAGE 34, M.C.R.
- (R10) R.O.S. PER BOOK 1661, PAGE 16, M.C.R.
- (R11) RECORDING NUMBER 2002-0934675, M.C.R.

**-PRELIMINARY-
NOT FOR
CONSTRUCTION
OR RECORDING**

FINAL PLAT FOR
SOMAR LEASING, LLC



SHEET: 1 OF 1 DATE: 11-14-23 JOB NO: 230221

PARENT PARCEL DESCRIPTION

Parcel 1
Tract D, of AVONDALE REPLATTED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 33 of Maps, Page 34;
Except the North 1026 feet; and
Except the West 400 feet; and
Except that portion lying within that certain parcel of land described as follows:
BEGINNING at the Northeast corner of said Tract D;
Thence South 1033.69 feet to the North line of the Southern Pacific Railroad right-of-way;
Thence South 57 degrees 34 minutes West 16.84 feet to a point;
Thence North 00 degrees 01 minutes West 1043.99 feet to the North line of said Tract D;
Thence East 16.28 feet to the POINT OF BEGINNING, as conveyed to the County of Maricopa in Deed recorded in Docket 2150, Page 246.

Parcel 2
The South 217.8 feet of the West 400 feet of the North 1243.8 feet of Tract D, of AVONDALE REPLATTED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 33 of Maps, Page 34.

Parcel 3
The West 400 feet of Tract D, of AVONDALE REPLATTED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 33 of Maps, Page 34.
Except the North 1243.8 feet.

Parcel 4
A portion of the Northwest quarter of Section 15, Township 1 North Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:
Commencing at the Southeast corner of Tract "D" of Avondale Replatted, as recorded in Book 33 of Maps, Page 34, records of Maricopa County, Arizona;
Thence South 57 degrees 35 minutes 10 seconds West along the Southerly line of said Tract "D", 18.81 feet to the West line of the East 40.00 feet of said Northwest quarter and the POINT OF BEGINNING;
Thence South 00 degrees 01 minutes 14 seconds West along the said West line, 56.36 feet;
Thence North 89 degrees 57 minutes 58 seconds West, 88.65 feet to the Southerly line of said Tract "D";
Thence North 57 degrees 35 minutes 10 seconds East along said Southerly line, 105.04 feet to the POINT OF BEGINNING.
Excepting all mineral and all mineral rights of every kind and the character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, as reserved in instruments recorded in Document Nos. 2002-933034 and 2002-0936368 of Official Records.

PARCEL DESCRIPTION

Parcel No. 1:
A portion of Tract D, of AVONDALE REPLATTED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 33 of Maps, Page 34, and a portion of the Northwest quarter of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:
COMMENCING at the North quarter corner of said Section 15, being marked with a brass cap in handhole; said point being North 89 degrees 59 minutes 54 seconds East 2635.08 feet from the Northwest corner of said Section 15, being marked with brass cap in a handhole;

Thence along the East line of the Northwest quarter of said Section 15, South 01 degree 44 minutes 00 seconds East 1905.01 feet;

Thence South 88 degrees 18 minutes 59 seconds West 40.00 feet to a point on the West Right-of-Way line of Central Avenue, said point being the POINT OF BEGINNING;

Thence South 88 degrees 18 minutes 59 seconds West 88.69 feet to a point on the South line of said Tract "D";

Thence along said South line, South 55 degrees 52 minutes 00 seconds West 444.64 feet to a point on the East line of the West 400.00 feet of said Tract "D";

Thence along said East line, North 01 degree 42 minutes 58 seconds West 303.53 feet to a point on the South line of the North 1036.00 feet of said Tract "D";

Thence along said South line, North 88 degrees 17 minutes 54 seconds East 464.02 feet to a point on the East line of said Tract "D", also being West Right-of-Way line of said Central Avenue, also being the West line of the East 40.00 feet of the Northwest quarter of said Section 15;

Thence along the East line of said Tract "D" and said West line, South 01 degree 44 minutes 00 seconds East 8.74 feet to the Southeast corner of said Tract "D";

Thence continuing along the said West Right-of-Way line, South 01 degree 44 minutes 00 seconds East 56.36 feet to the POINT OF BEGINNING.

Parcel No. 2:
The West 400.00 feet of Tract D, of AVONDALE REPLATTED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 33 of Maps, Page 34.

EXCEPT the North 1036.00 feet thereof.



-PRELIMINARY-
NOT FOR
CONSTRUCTION
OR RECORDING

FINAL PLAT FOR
SOMAR LEASING, LLC

ALLIANCE
LAND SURVEYING, LLC
7800 N. 70th AVENUE, SUITE 104 PHOENIX, ARIZONA 85018
ALBUQUERQUE, AZ 85004
Phone: 602.979.8800
central@alliancesurveying.com
www.alliancesurveying.com

ITEM NUMBER: 4.k.

SUBJECT: Avondale Townhomes on Dysart Final Plat – Application PL-23-0183

MEETING DATE: 1/8/2024

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

PURPOSE:

City Council will consider a request by Ms. Stephanie Watney, Withey Morris Baugh PLC, on behalf of the property owner, 1020 North 4th Street LLC., for the approval of a Final Plat and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Final Plat is for Avondale Townhomes on Dysart, a 296-lot single-family attached townhome development on approximately 25.9-acres (gross) of vacant land, generally located approximately 750 feet south of the southwest corner of Dysart Road and Van Buren Street - between North 4th Street (on the West) and North Dysart Road (on the East). The Council will take appropriate action.

BACKGROUND:

The 25.9 gross acre subject property is located approximately 750 feet south of the southwest corner of Dysart Road and Van Buren Street, extending westward to 4th Street (Exhibit A) and includes Assessor Parcel Numbers (APNs) 500-10-896A and 500-10-896B. Annexed in March 1960, the site was farmed until 2006, when agricultural use of the property ceased. The property is currently undeveloped.

On January 21, 2020, the City Council approved application PL-19-0194 to rezone approximately 28.35 gross acres located south of the southwest corner of Van Buren Street and Dysart Road from Community Commercial (C-2) to Planned Area Development (PAD) for the Avondale Townhomes on Dysart project (Exhibit B). Minor PAD amendments were administratively approved on September 9, 2021 and August 15, 2022. The townhome development is intended to be platted; however, each unit will be leased.

Approval of a Minor General Plan Amendment (PL-19-0195) on January 21, 2020 changed the land use designation of 25.9 acres of the property from Local Commercial to Medium/High Density Residential (MHDR). The MHDR designation allows for a range of residential uses including single-family residential detached homes, single-family residential attached homes, townhomes, condominiums, patio homes, and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). Approximately 2.49 acres at the northeast corner of the site, adjacent to Dysart Road, were excluded from the General Plan amendment request and remain designated Local

Commercial. The Local Commercial category provides for the daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. Please refer to Exhibit C.

The existing uses and zoning of surrounding properties include:

North: Commercial uses include Avondale Shopping Center, a retail center with a mix of tenants such as Harbor Freight and Food City; zoned C-2 (Community Commercial).

East of Dysart Road: Multiple commercial uses, vacant parcels, and residential uses; zoned C-2, R-4, and MH.

South: Madison Heights, a 143-unit Maricopa County-owned apartment community zoned R-3 (Multi-Family Residential).

West of 4th Street: Non-residential uses such as Estrella Center, a skilled nursing and memory care facility, and First Southern Baptist Church of Avondale, a place of worship; zoned C-2 (Community Commercial).

SUMMARY OF REQUEST:

The proposed Final Plat details the 296 townhome lots within the 25.9 gross acres along with dedication of right-of-way and a tract for the required private access easement, private and public utility easements, open space, landscaping, drainage, retention, and sidewalk easement.

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 and Subdivision Regulations.

DISCUSSION:

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

Staff recommends that City Council **APPROVE** Application PL-23-0183 Avondale Townhomes Final Plat, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Final Plat submitted electronically on October 10, 2023 and provided in Exhibit D.

Contact person for document distribution: Cole Hunger

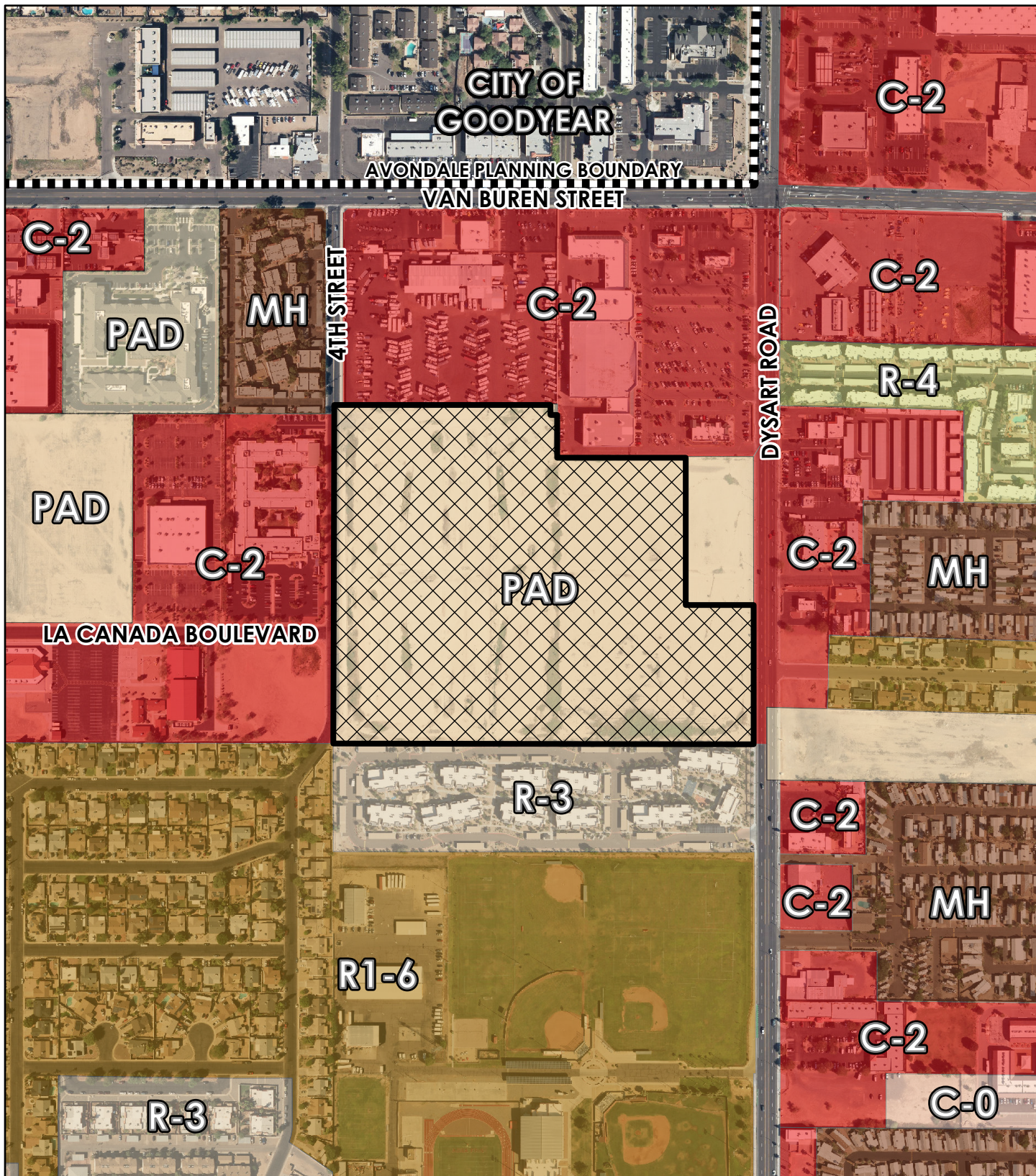


Aerial Map



 Subject Parcels





Zoning Vicinity

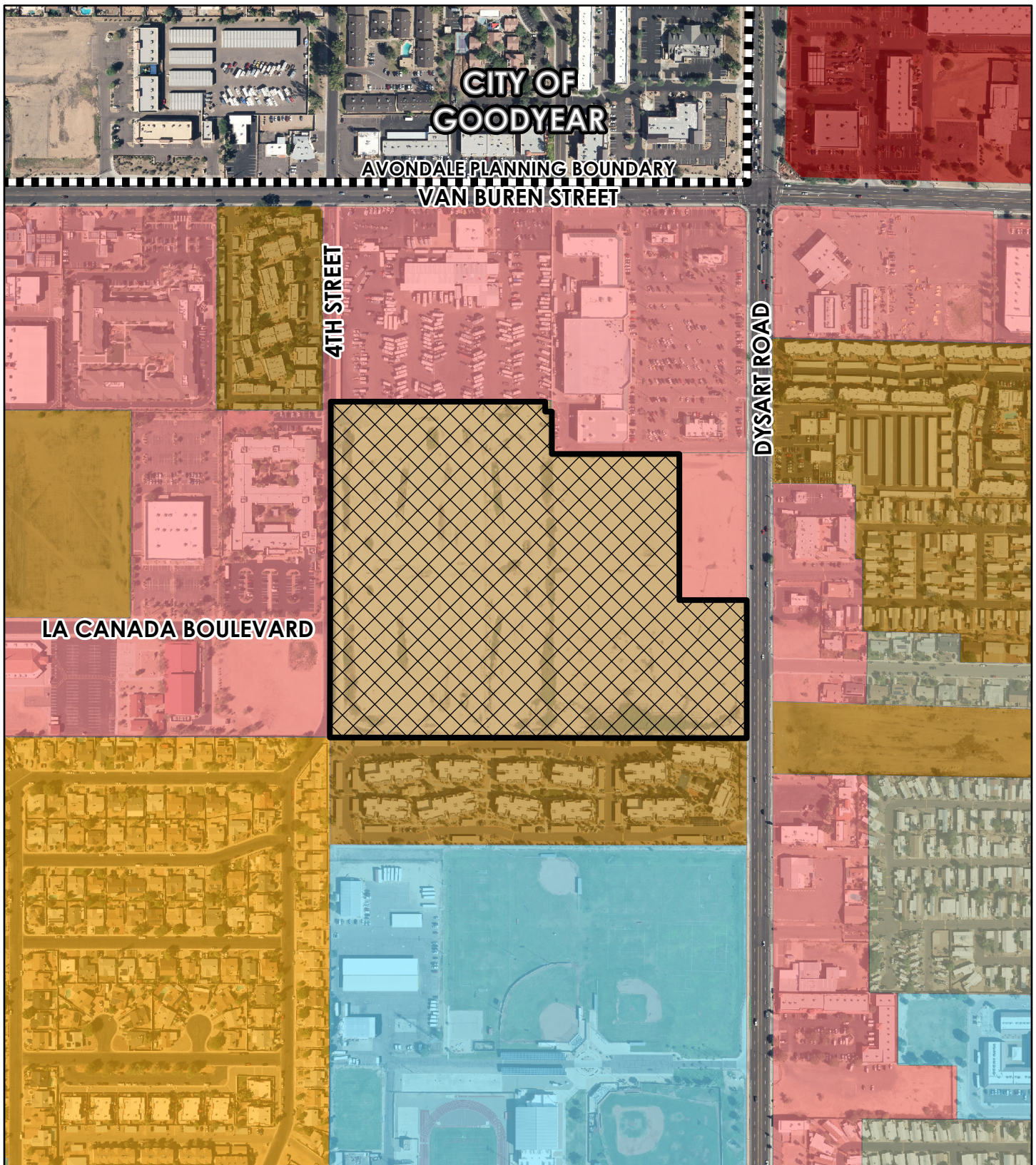


Avondale



Subject Parcels





General Plan Land Use



- | | |
|--|---|
|  Education |  Medium/High Density Residential |
|  High Density Residential |  Open Space and Parks |
|  Industrial |  Urban Commercial |
|  Local Commercial | |
|  Medium Density Residential | |



Subject Parcels



DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT 1020 NORTH 4TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "AVONDALE TOWNHOMES ON DYSART", PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF "AVONDALE TOWNHOMES ON DYSART", AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID FINAL PLAT, AND 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. PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, THAT 1020 NORTH 4TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, ITS AUTHORIZED THIS _____ DAY OF _____, 2023

BY: _____

ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME, THIS _____ DAY OF _____, 2023, BY _____, OF 1020 NORTH 4TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIM/HERSELF(ES) TO BE THE OWNER OF THE PROPERTY MAPPED HEREON, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

NOTES:

- ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS MAINTAINED BY THE PROPERTY OWNERS.
- 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.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
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- THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2155M, EFFECTIVE REVISED DATE SEPTEMBER 18, 2020, DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X (SHADED). ZONE X - SHADED 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.
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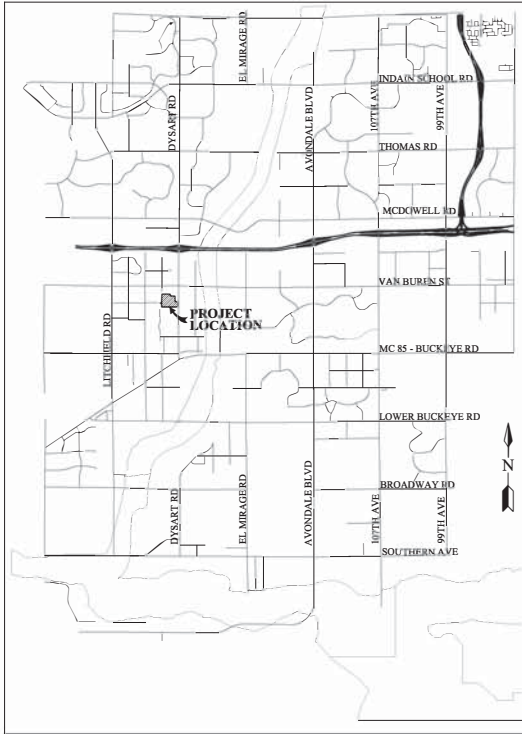
LEGEND:

SECTION MONUMENTATION - AS NOTED	MCR	MARICOPA COUNTY RECORDS
SET BRASS CAP	DOC	DOCUMENT
SET MONUMENT (1/2" REBAR WITH CAP R.L.S. #26404)	RLS	REGISTERED LAND SURVEYOR
FOUND/SET MONUMENT - AS NOTED	A.P.N.	ASSESSOR PARCEL NUMBER
SUBDIVISION BOUNDARY	M.C.R.	MARICOPA COUNTY RECORDS
MONUMENT LINE	ME	MEASURED
EXISTING R/W LINE	OR	RECORD PER BOOK 1618, PAGE 47, M.C.R.
PROPOSED LOT LINE	(C)	CALCULATED
ADJACENT PARCEL LINE	FD.	FOUND
EXISTING EASEMENT LINE	COR.	CORNER
PROPOSED EASEMENT LINE	SEC.	SECTION
P.U.E.		PUBLIC UTILITY EASEMENT
R/W		RIGHT-OF-WAY

FINAL PLAT
FOR

AVONDALE TOWNHOMES ON DYSART

BEING A REPLAT OF LOT 3, AVONDALE TOWNHOMES ON DYSART, AS RECORDED IN BOOK 1618, PAGE 47, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

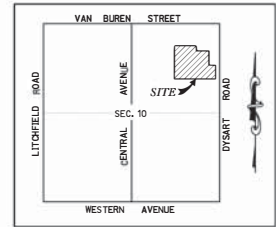


AREA MAP
N.T.S.

INDEX OF SHEETS	
DESCRIPTION	
FP01	COVER SHEET - FINAL PLAT
FP02	FINAL PLAT

TRACT AREA AND USAGE TABLE		
TRACT	AREA (ACRES)	DESCRIPTION OF USE
A	15.66	PRIVATE ACCESS EASEMENT, PRIVATE UTILITY EASEMENT, OPEN SPACE, LANDSCAPING, DRAINAGE, RETENTION, PUE, SIDEWALK EASEMENT
TOTAL TRACT AREA		15.66 ACRES

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	25,545	0.5864
COLLECTOR	0	0
ARTERIAL	4,203	0.0965



VICINITY MAP
N.T.S.

PARENT LEGAL DESCRIPTION:

LOT 3, AVONDALE TOWNHOMES ON DYSART, RECORDED IN BOOK 1618 OF MAPS, PAGE, 47 RECORDS OF MARICOPA COUNTY, ARIZONA

100-YEAR ASSURED WATER SUPPLY:

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

ADDRESS:

1020 N. 4TH STREET
AVONDALE, ARIZONA 85323

OWNER:

1020 NORTH 4TH STREET LLC
228 MAIN STREET, #10
VENICE, CALIFORNIA 90291

CONTACT: MAX FRIEDMAN
PHONE: (240) 620-6298
EMAIL: MFRIEDMAN@ANYANRES.COM

SURVEYOR:

3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT: JIM LOFTIS, R.L.S.
PHONE: (602) 334-4387

BASIS OF BEARING:

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST BEARS S00°00'00"E PER INSTRUMENT 2008-062102

BENCHMARK:

CITY OF AVONDALE BENCHMARK
NAME: "VANB CENTRAL"
BRASS SURVEY DISK STAMPED
"VANB CENTRAL"
ELEVATION 882.67
(NAVD88 DATUM)

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 2023

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND MAP OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR

ADDRESS: 6370 E. THOMAS ROAD
SUITE #200
SCOTTSDALE, ARIZONA 85251

TELEPHONE: (602) 334-4387

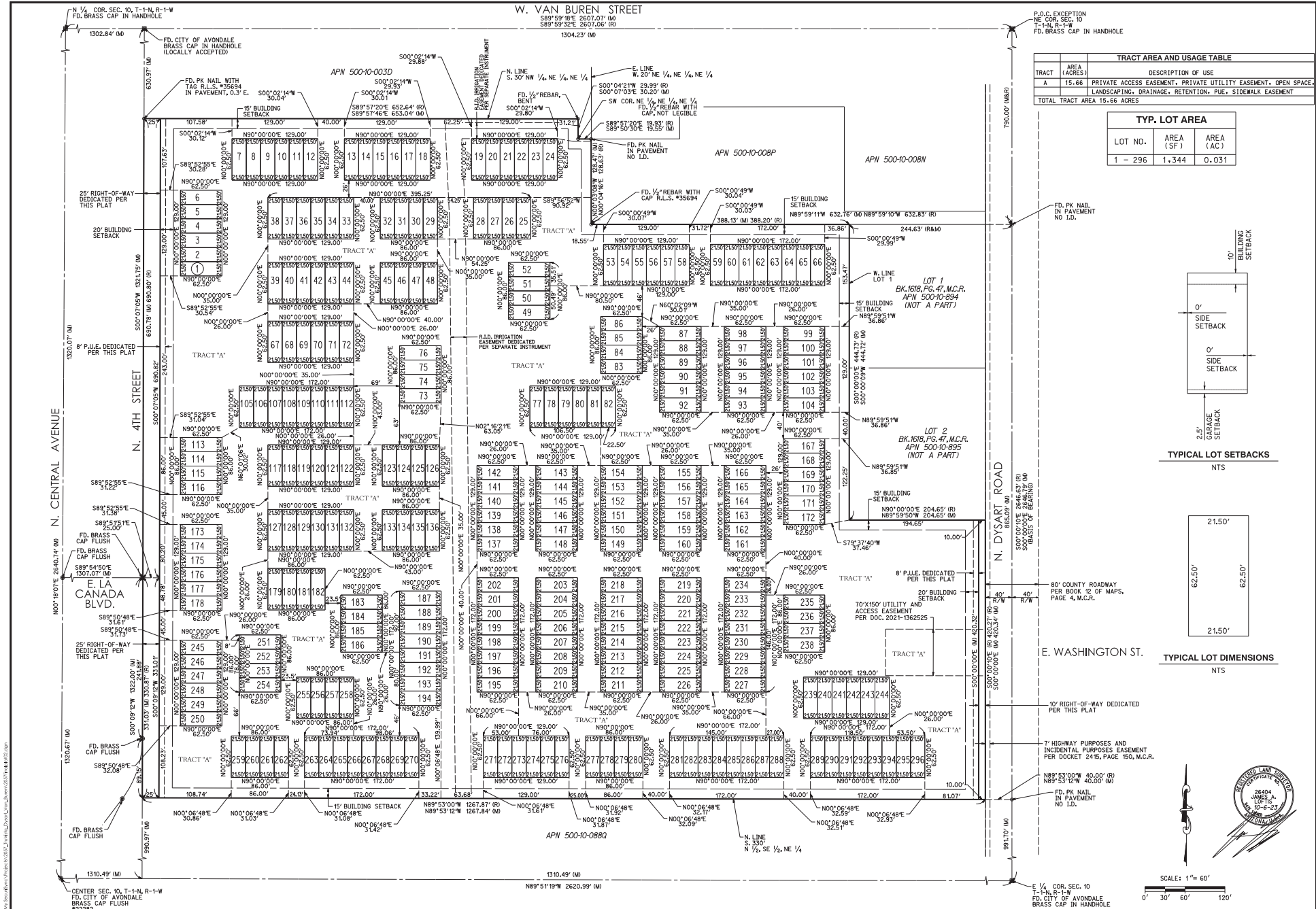


AVONDALE TOWNHOMES ON DYSART
1020 N. 4TH STREET, AVONDALE, ARIZONA 85323

300engineering
ENGINEERING CIVIL ENGINEERING SURVEYING
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 334-4387
WWW.300ENGINEERING.COM

DATE: 10/06/23
PROJECT NO.: 2057
SHEET NO.: FP01
1 of 2

FINAL PLAT



AVONDALE TOWNHOMES ON DYSART

1020 N. 4TH STREET, AVONDALE, ARIZONA 85323

300engineering
civil engineering

PROJECT NO. 2057
SHEET NO. 2 of 2

FINAL PLAT

ITEM NUMBER: 4.1.

SUBJECT: Parkside 99th Avenue Map of Dedication – Application PL-20-0084

MEETING DATE: 1/8/2024

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 Initiative: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Michael Park, P.E. of Atwell, LLC, on behalf of property owners Liv Avondale LLC, and William Lyon Homes, Inc., for approval of a Map of Dedication for a site located at the southwest corner of 99th Avenue and Indian School Road and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Map of Dedication dedicates right-of-way and a public utility easement along 99th Avenue. The Council will take appropriate action.

BACKGROUND:

The site is located at the southwest corner of Indian School Road and 99th Avenue, runs parallel along 99th Avenue, and has two (2) property owners (Exhibits A and B); LIV Communities and Parkside (formerly Parkside Village) as described below.

LIV Communities

The property is approximately 17.92 acres and is currently vacant.

The site is designated by the General Plan 2030 Land Use Map as both High Density Residential and Local Commercial in the Avondale General Plan 2030 (Exhibit C). The High Density Residential designation is intended for developments of 12 to 30 dwelling units per acre, with a target density of 12 units per acre. Dwellings in this designation are characterized by an emphasis on shared or common open space over private open space, access to transit and other multi-modal amenities, and a village environment with easy access to businesses, services, and recreation. The Local Commercial is a land use category that is used primarily for providing the daily needs of goods and services to the residents residing within the surrounding area. The types of uses allowed in this category specifically for local residents may include grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas, which promotes a walkable community.

The site was rezoned from Parkside Village Planned Area Development (PAD) to the Liv Communities PAD in 2023. The current Planned Area Development (PAD) zoning for the property allows for a multi-family residential project with 333 dwelling units and a commercial portion with Community Commercial (C-2) uses near the corner of Indian School and 99th Avenue.

Parkside (formerly Parkside Village)

The property is approximately 163 acres and is currently under construction.

The site is designated by the General Plan 2030 Land Use Map as both Medium High Density Residential and Mixed Use (Exhibit C). Medium High Density Residential is a land use designation that will contain densities that range from 2.5 to 4 single-family dwelling units per acre. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails and other open space amenities, and public facilities are permitted in this category. Mixed Use is a land use designation for a mixture of residential and commercial. This category encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by.

The site was rezoned from Entorno Planned Area Development (PAD) to Parkside PAD in 2014.

The existing uses and zoning of surrounding properties include:

NORTH OF INDIAN SCHOOL ROAD: Commercial and residential developments in the City of Phoenix.

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

SOUTH: Single-family homes under construction zoned Fulton Homes Acclaim PAD.

WEST: From north to south: Single-family homes in the Westwind PAD and single-family homes zoned RR-18 in the Glenarm Farms subdivision.

SUMMARY OF REQUEST:

The applicant is requesting approval of the Parkside Map of Dedication (Exhibit D). The proposed Map of Dedication dedicates right-of-way ranging from 70 feet to 80 feet in width as well as an 8-foot public utility easement on 99th Avenue. The total right-of-way dedicated is approximately 4.38 acres in size.

PUBLIC PARTICIPATION:

Public notification is not required for Map of Dedication applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Map of Dedication applications.

ANALYSIS:

- The proposed Map of Dedication (MOD) 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 MOD is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

DISCUSSION:

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

BUDGET IMPACT:

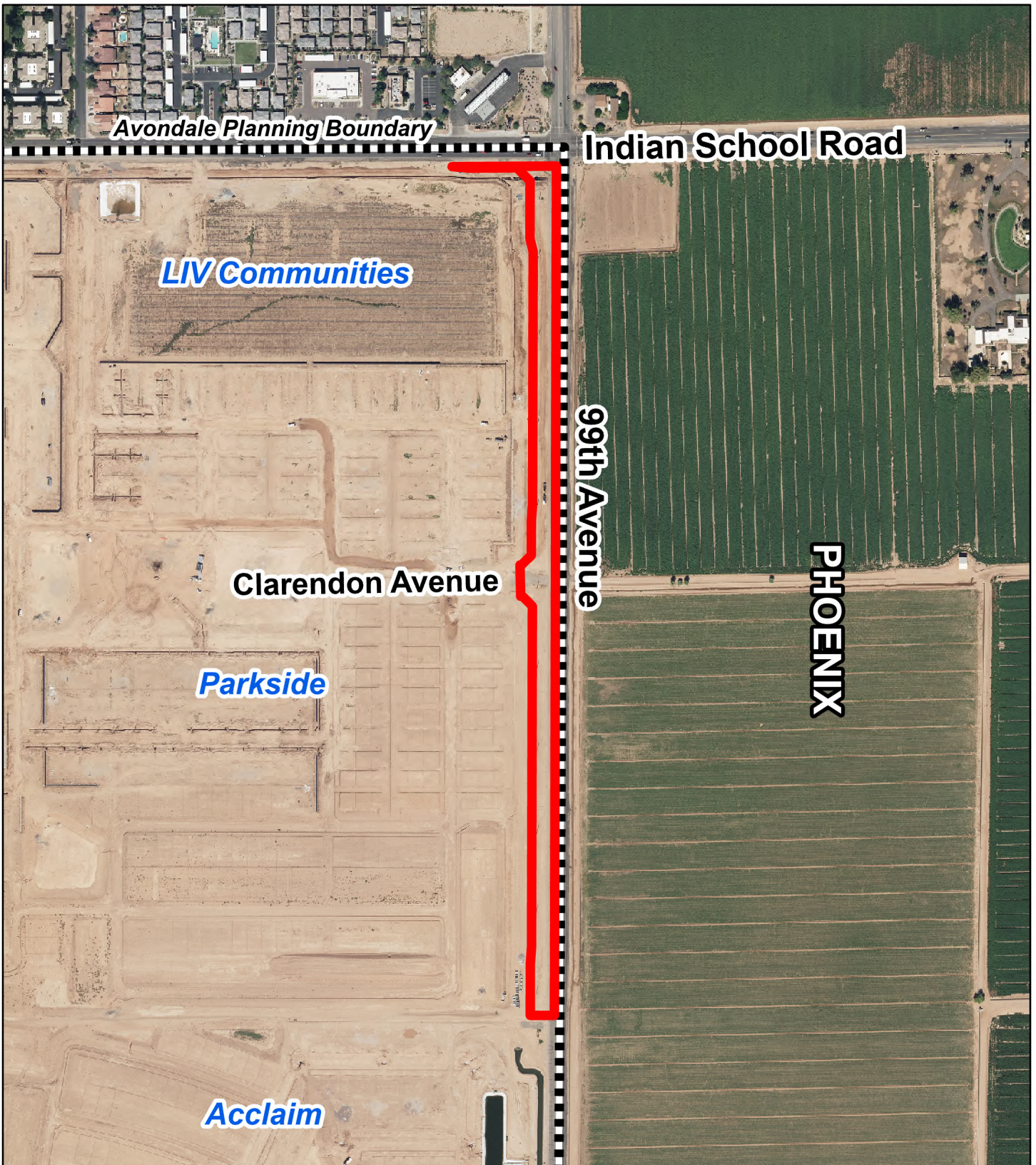
No budget impacts.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-20-0084 Parkside Map of Dedication, subject to the following one (1) condition of approval:

1. The recorded map shall be in conformance with the Parkside Map of Dedication electronically submitted on December 7, 2023, and provided in Exhibit D.

Contact person for document distribution: Michelle Simerdla

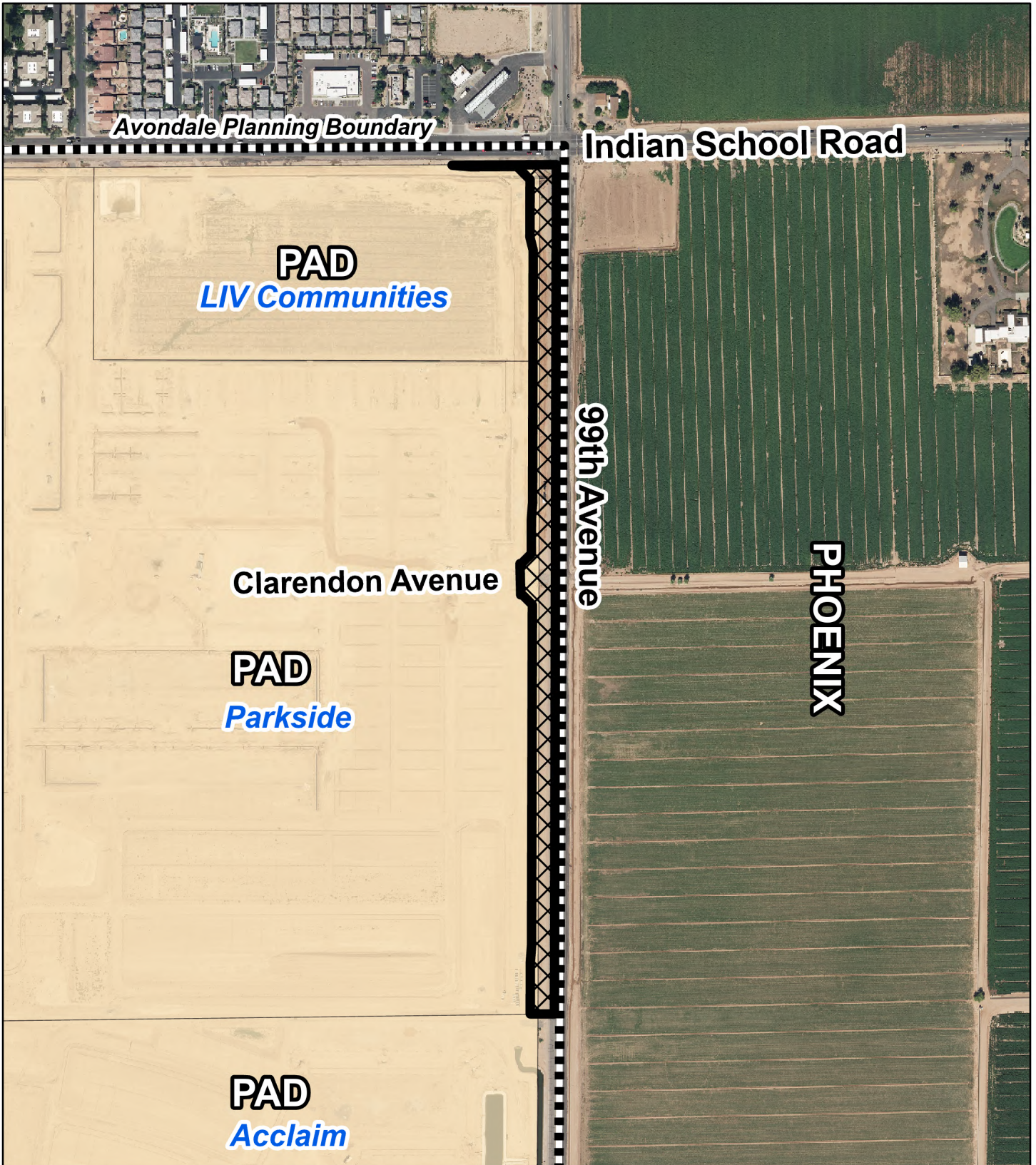


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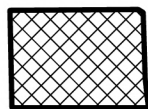


Subject Property



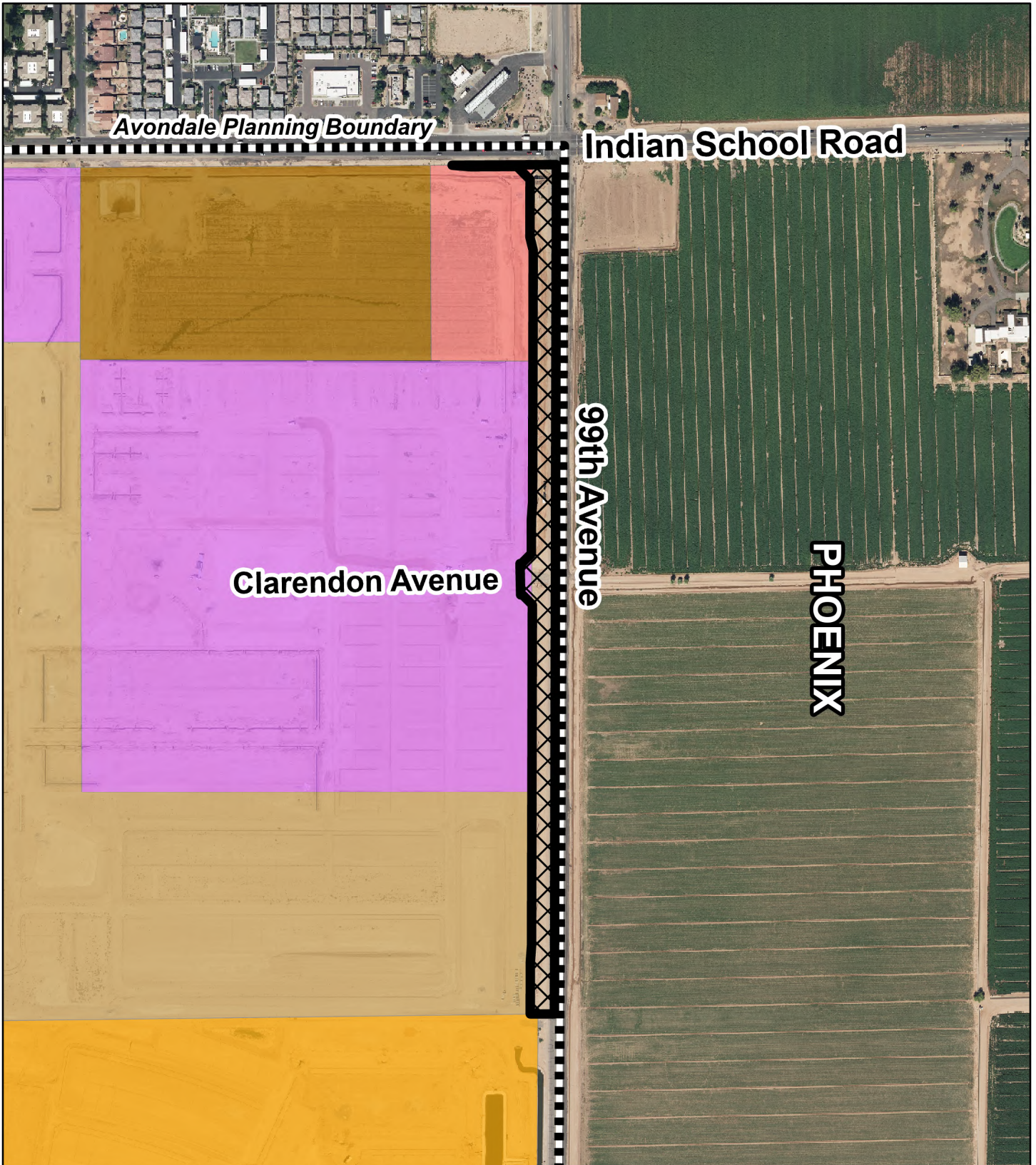


Zoning Vicinity



Subject Property

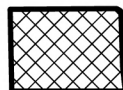




General Plan Land Use



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



Subject Property



DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS:

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ITS: _____

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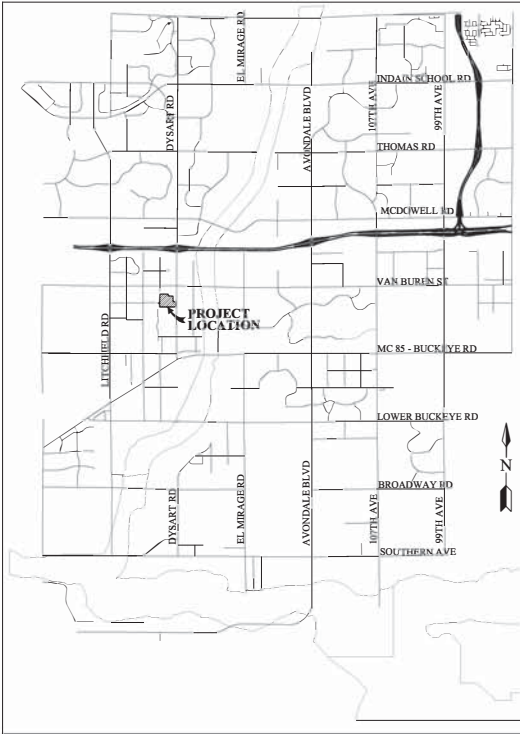
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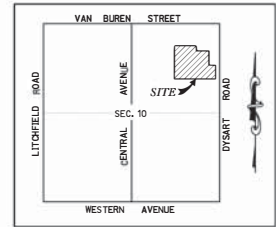


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VENICE, CALIFORNIA 90291

CONTACT: MAX FRIEDMAN
PHONE: (240) 620-6298
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3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
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CONTACT: JIM LOFTIS, R.L.S.
PHONE: (602) 334-4387

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BENCHMARK:

CITY OF AVONDALE BENCHMARK
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(NAVD88 DATUM)

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APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 2023

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ATTEST, CITY CLERK DATE

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SUITE #200
SCOTTSDALE, ARIZONA 85251

TELEPHONE: (602) 334-4387

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1020 N. 4TH STREET, AVONDALE, ARIZONA 85323

300engineering
ENGINEERING CIVIL ENGINEERING SURVEYING
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 334-4387
WWW.300ENGINEERING.COM

DATE: 10/06/23

PROJECT NO.
2057

SHEET NO.
FP01
1 of 2

FINAL PLAT

ITEM NUMBER: 4.m.

SUBJECT: Liv Avondale Minor Land Division – Application PL-23-0200

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant City Manager

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 approve Application PL-23-0200, a request by Scott Lucas with Terrascope Consulting, on behalf of Beth Heath with Liv Avondale, LLC, for approval of a Minor Land Division for Liv Avondale located north of Indian School Road and east of El Mirage Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Liv Communities has submitted a proposal for a minor land division (MLD) for multi-family and commercial development on a 16.78-acre site located at the southwest corner of Indian School Road and 99th Avenue. The MLD will reconfigure five existing parcels to create two (2) new lots. The multi-family development is proposed on 14.09-acres (Lot 1) located on the west portion of the site and commercial development is proposed on 2.69-acres (Lot 2) located on the east portion of the site.

The subject site was originally part of the 163-acre development known as Parkside Village Planned Area Development (PAD) which was approved and adopted by City Council on June 16, 2014, via Ordinance 1548-614. The PAD was further modified by City Council on August 26, 2019, per Ordinance 1699-819.

On May 15, 2023, City Council approved and adopted Ordinance 2036-0523, amending the City's zoning atlas for the 16.78-acre site from Parkside Village PAD Mixed Use to Liv Communities - Avondale PAD Multi-Family (R-4) and Commercial (C-2).

DISCUSSION:

The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the proposed Minor Land Division will dedicate an easement that is necessary to serve the future development of the property. The Minor Land Division will dedicate an 8-foot public utility easement along the perimeter of the new lots. No right-of-way dedication is required for the MLD.

Approval of the Minor Land Division conforms to the boundaries of the Minor Land Division Map certified by the R.L.S. dated November 8, 2023.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve Application PL-23-0200, Liv Avondale Minor Land Division, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Natalie Railey

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA.



BASIS OF BEARING - SOUTH 89°40'49" WEST - BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER PLSS SUBDIVISION RECORD OF SURVEY, BOOK 699, PAGE 26, M.C.R.



LIV AVONDALE



PROJECT No.	1206
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PARCEL 2:

THE EASTERN QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

PARCEL 3:

THE WEST HALF OF THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPTING FROM ALL THE ABOVE PARCELS 1, 2 AND 3 THAT PORTION CONVEYED IN DEED RECORDED IN RECORDING NO. 2020-0034834 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS NORTH 89°40'49" EAST A DISTANCE OF 2691.83 FEET;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 29, NORTH 89°40'49" EAST A DISTANCE OF 1331.39 FEET;

THENCE, LEAVING SAID NORTH LINE OF SAID SECTION 29, SOUTH 00°19'11" EAST A DISTANCE OF 55.00 FEET;

THENCE, SOUTH 44° 54' 29" WEST A DISTANCE OF 42.59 FEET;

THENCE, SOUTH 00°08'08" WEST A DISTANCE OF 559.52 FEET;

THENCE, SOUTH 89°51'52" EAST A DISTANCE OF 1389.95 FEET TO THE EAST LINE OF SAID SECTION 29;

THENCE, ALONG THE EAST LINE OF SAID SECTION 29, SOUTH 00°08'08" WEST A DISTANCE OF 1982.72 FEET;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, SOUTH 89°17'05" WEST A DISTANCE OF 2672.71 FEET TO THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29;

THENCE, ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29, NORTH 00°16'52" WEST A DISTANCE OF 2656.65 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS NORTH 89°40'49" EAST A DISTANCE OF 2691.83 FEET;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 29, NORTH 89°40'49" EAST A DISTANCE OF 2691.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29;

THENCE, ALONG THE EAST LINE OF SAID SECTION 29, SOUTH 00°08'08" WEST A DISTANCE OF 2639.29 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, SOUTH 89°17'05" WEST A DISTANCE OF 108.51 FEET;

THENCE, LEAVING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, NORTH 00°08'08" EAST A DISTANCE OF 160.83 FEET;

THENCE, NORTH 04°08'24" WEST A DISTANCE OF 50.12 FEET;

THENCE, NORTH 00°08'08" EAST A DISTANCE OF 1036.11 FEET;

THENCE, NORTH 01°09'28" WEST A DISTANCE OF 155.04 FEET;

THENCE, NORTH 00°08'08" EAST A DISTANCE OF 106.99 FEET;
THENCE, NORTH 04°08'24" EAST A DISTANCE OF 50.12 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 761.03 FEET;
THENCE, NORTH 13°54'02" WEST A DISTANCE OF 41.23 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 164.74 FEET;
THENCE, NORTH 45°05'31" WEST A DISTANCE OF 44.09 FEET;
THENCE, SOUTH 89°40'49" WEST A DISTANCE OF 118.23 FEET;
THENCE, NORTH 85°11'03" WEST A DISTANCE OF 55.86 FEET;
THENCE, SOUTH 89°40'49" WEST A DISTANCE OF 2372.06 FEET TO THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29;
THENCE, ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29, NORTH 00°16'S2" WEST A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; AND
EXCEPTING FROM ALL THE ABOVE PARCELS 1, 2 AND 3 THAT PORTION CONVEYED IN DEED RECORDED IN RECORDING NO. 2020-034655 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS NORTH 89°40'49" EAST A DISTANCE OF 2691.83 FEET;
THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 29, NORTH 89°40'49" EAST A DISTANCE OF 2691.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29;
THENCE, ALONG THE EAST LINE OF SAID SECTION 29, SOUTH 00°08'08" WEST A DISTANCE OF 2638.29 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;
THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, SOUTH 89° 17' 06" WEST A DISTANCE OF 108.51 FEET;
THENCE, LEAVING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, NORTH 00°08'08" EAST A DISTANCE OF 160.83 FEET;
THENCE, NORTH 04°08'24" EAST A DISTANCE OF 50.12 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 1036.11 FEET;
THENCE, NORTH 01°09'28" WEST A DISTANCE OF 155.04 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 106.99 FEET;
THENCE, NORTH 04°08'24" EAST A DISTANCE OF 50.12 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 761.03 FEET;
THENCE, NORTH 13°54'02" WEST A DISTANCE OF 41.23 FEET;
THENCE, NORTH 00°08'08" EAST A DISTANCE OF 164.74 FEET;
THENCE, NORTH 45°05'31" WEST A DISTANCE OF 44.09 FEET;
THENCE, SOUTH 89°40'49" WEST A DISTANCE OF 118.23 FEET;
THENCE, NORTH 85°11'03" WEST A DISTANCE OF 55.86 FEET;
THENCE, SOUTH 89°40'49" WEST A DISTANCE OF 2372.06 FEET TO THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29;
THENCE, ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29, NORTH 00°16'S2" WEST A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GLA AND SALT RIVER BASIN AND MERIDIAN, CITY OF AYDOWILLE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, FROM WHENCE A BEARING OF S 89°47'08" EAST, A DISTANCE OF 269.183 FEET;

THENCE SOUTH 89°40'49" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 37.62 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19'12" EAST, A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°19'12" EAST ALONG SAID LINE, A DISTANCE OF 574.96 FEET;

THENCE NORTH 89°51'52" WEST, A DISTANCE OF 1,077.32 FEET;

THENCE NORTH 00°08'08" EAST, A DISTANCE OF 589.52 FEET;

THENCE NORTH 44°54'29" EAST, A DISTANCE OF 9.92 FEET;

THENCE NORTH 89°40'49" EAST, A DISTANCE OF 1,064.80 FEET;

THENCE SOUTH 85°11'03" EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 613,583.11 SQUARE FEET OR 14.09 ACRES, MORE OR LESS.

A PORTION OF THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, GILCHRIST COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, 15.00 FEET BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THERE BEARS SOUTH 89°40'48" WEST A DISTANCE OF 2691.83 FEET;

THENCE SOUTH 89°40'48" WEST, ALONG THE NORTH LINE OF SAID NORTHQUARTER QUARTER, A DISTANCE OF 37.82 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 07°19'12" EAST, A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 85°11'03" EAST, A DISTANCE OF 54.85 FEET;

THENCE NORTH 89°40'48" EAST, A DISTANCE OF 118.23 FEET;

THENCE SOUTH 48°06'31" EAST, A DISTANCE OF 41.09 FEET;

THENCE SOUTH 07°08'08" WEST, A DISTANCE OF 184.74 FEET;

THENCE SOUTH 13°54'02" EAST, A DISTANCE OF 41.23 FEET;

THENCE SOUTH 07°08'08" WEST, A DISTANCE OF 335.59 FEET;

THENCE NORTH 89°51'52" WEST, A DISTANCE OF 207.62 FEET;

THENCE NORTH 11°30'12" WEST, A DISTANCE OF 519.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 117,304.67 SQUARE FEET OR 2.69 ACRES, MORE OR LESS.



MINOR LAND DIVISION MAP

LIV AVONDALE



DATE: 11 / 08 / 23

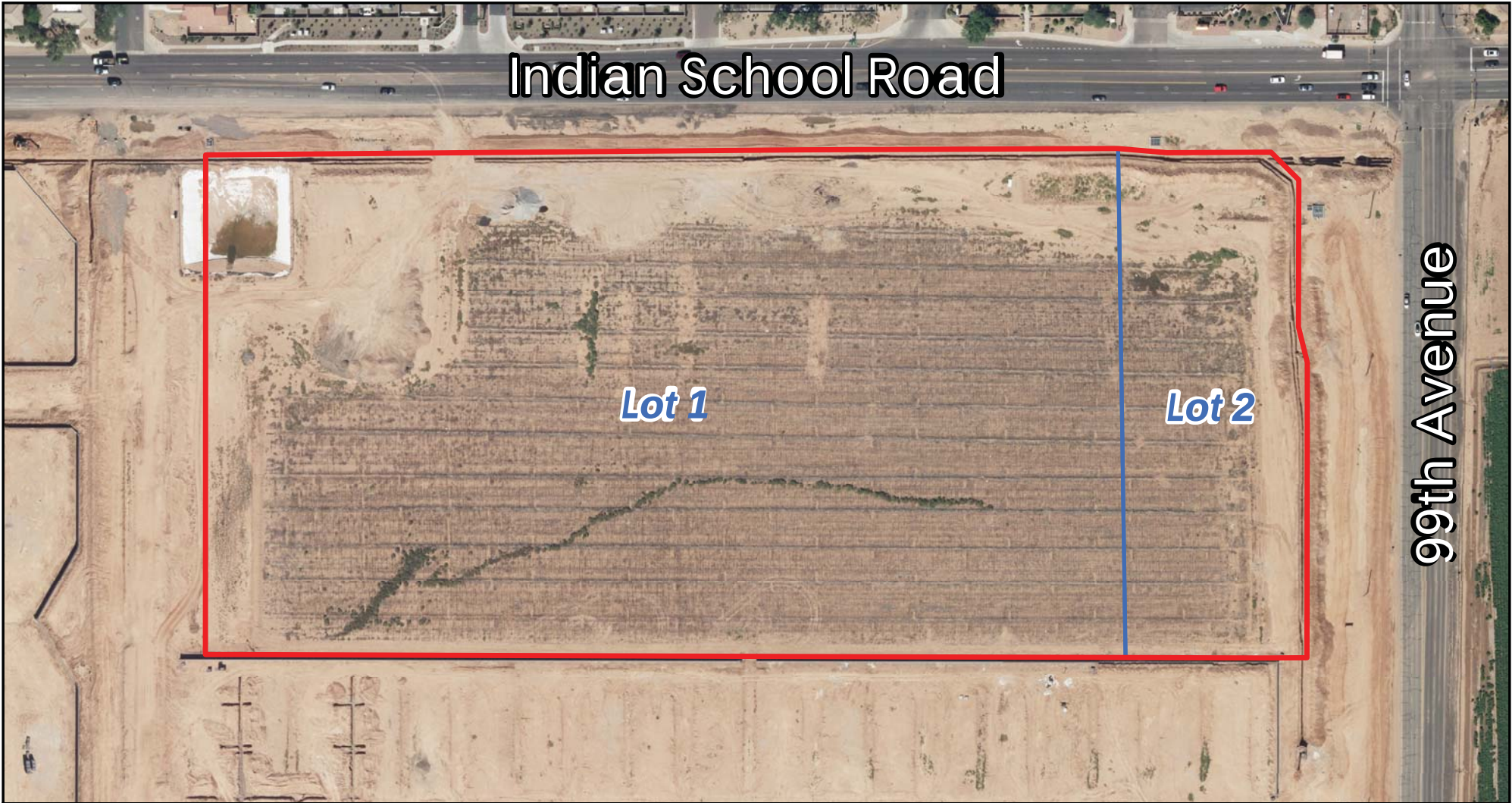
CHECKED BY: MHR

DRAWN BY: BWB

MLD

SHEET No. 2 of 3

PROJECT No. _____



Vicinity Map



Subject Parcel



Proposed Lots

Not to Scale



ITEM NUMBER: 5.a.

SUBJECT: Public Hearing for Annexation - Tolleson Union High School District – Application PL-23-0266

MEETING DATE: 1/8/2024

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 and Strategy: Creative and Sustainable Community Development

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

PURPOSE:

City Council will hold a public hearing regarding a request by Sandy Hayden of HILGARTWILSON, LLC, on behalf of the property owners Tolleson Union High School District No. 214, to annex approximately 54.73 acres of land located at the southeast corner of Alamar Boulevard and Dysart Road (Assessor Parcel Numbers 500-72-001L and 500-72-001C). This item is for discussion and public hearing only; no action will be taken at this time.

BACKGROUND:

The site is irregularly shaped and currently, the property is being used for farming. There are agricultural irrigation ditches that run north/south within the eastern half of the property and east/west along the northern and southern property boundaries. Overhead electrical transmission lines within easements abut the southern property boundary. There are no existing buildings or residents on the property.

The parcels are zoned Rural-43 (RU-43) in the County (Exhibit B). The principal purpose of this zoning district is to conserve and protect farms and other open land uses, foster orderly growth in rural and agricultural areas, prevent urban and agricultural land use conflicts, and encourage sustainable development. Principal uses permitted in this zoning district include both farm and non-farm residential uses, farms, and recreational and institutional uses. As required by Arizona statute, upon annexation, the property will be assigned City zoning equivalent to the existing Maricopa County Zoning. The City equivalent zoning to Maricopa County's RU-43 district is Avondale's Rural Residential (RR-43) zoning district. The purpose of the RR-43 district is to encourage and preserve low-density residential developments with low intensity agricultural operations in a growing area. A public school is permitted in the RR-43 district.

The General Plan land use designation is Medium Density Residential (Exhibit C), which is a residential land designation with densities ranging from 2.5 to 4 single-family dwelling units per acre. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger

setbacks and neighborhood facilities. Churches, parks, trails and other open space amenities, and public facilities are permitted in this category.

The site is contiguous with the City of Avondale corporate boundaries and meets state law requirements for annexation.

The existing uses and zoning of surrounding properties include:

- **NORTH:** Vacant land currently being used for farming zoned Alamar Planned Area Development (PAD).
- **EAST:** Single-family residences currently under construction zoned Alamar PAD.
- **SOUTH:** Vacant land currently being used for farming zoned Alamar PAD.
- **WEST:** Vacant land currently being used for farming zoned Three Rivers Ranch PAD.

SUMMARY OF REQUEST:

The applicant is proposing to annex approximately 54.73 acres described in the legal description and map exhibit attached to the blank petition and affidavit (Exhibit E). The proposed annexation will facilitate the future development of a public high school. At its meeting on December 18, 2023, the Council provided Staff with authorization to proceed with the proposed Tolleson Union High School Annexation. Staff and the project applicant, Sandy Hayden of HILGARTWILSON, LLC, have subsequently completed all statutorily required steps leading up to the public hearing scheduled for tonight's meeting including:

- December 13, 2023: Filing of the blank petition and affidavit with the Maricopa County Recorder.
- December 20, 2023: Publication of a display ad in the Southwest Valley Arizona Republic giving notice of the public hearing.
- On or before December 24, 2023: Posting of three (3) signs of the land to be annexed giving notice of the public hearing.
- On or before January 6, 2024: Send notice of the public hearing to real and personal property owners and the Maricopa County Board of Supervisors Chairman.

DISCUSSION:

This meeting is to conduct a public hearing on the proposed annexation. Upon conclusion of the public hearing, the annexation petition will be circulated to property owners within the annexation boundary in order to obtain the required signatures. Owners of at least one-half of the value of the real and personal property and more than one-half by number of the property owners in the territory to be annexed must sign the petition for the annexation to be valid. The Council is scheduled to consider the adoption of the proposed annexation ordinance at a separate meeting, currently scheduled for the regular City Council meeting on February 5, 2024. To date, staff has received no comments regarding the proposed annexation.

BUDGET IMPACT:

The annexation application included the required \$6,000.00 fee that will be used towards costs related to the processing of the annexation. If the proposed annexation is approved at the February 5, 2024 Council meeting, and the property is developed within the City, revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

City Council will **CONDUCT** a public hearing regarding the annexation of approximately 54.73 acres located at the southeast corner of Alamar Boulevard and Dysart Road.

Contact person for document distribution: Michelle Simerdla

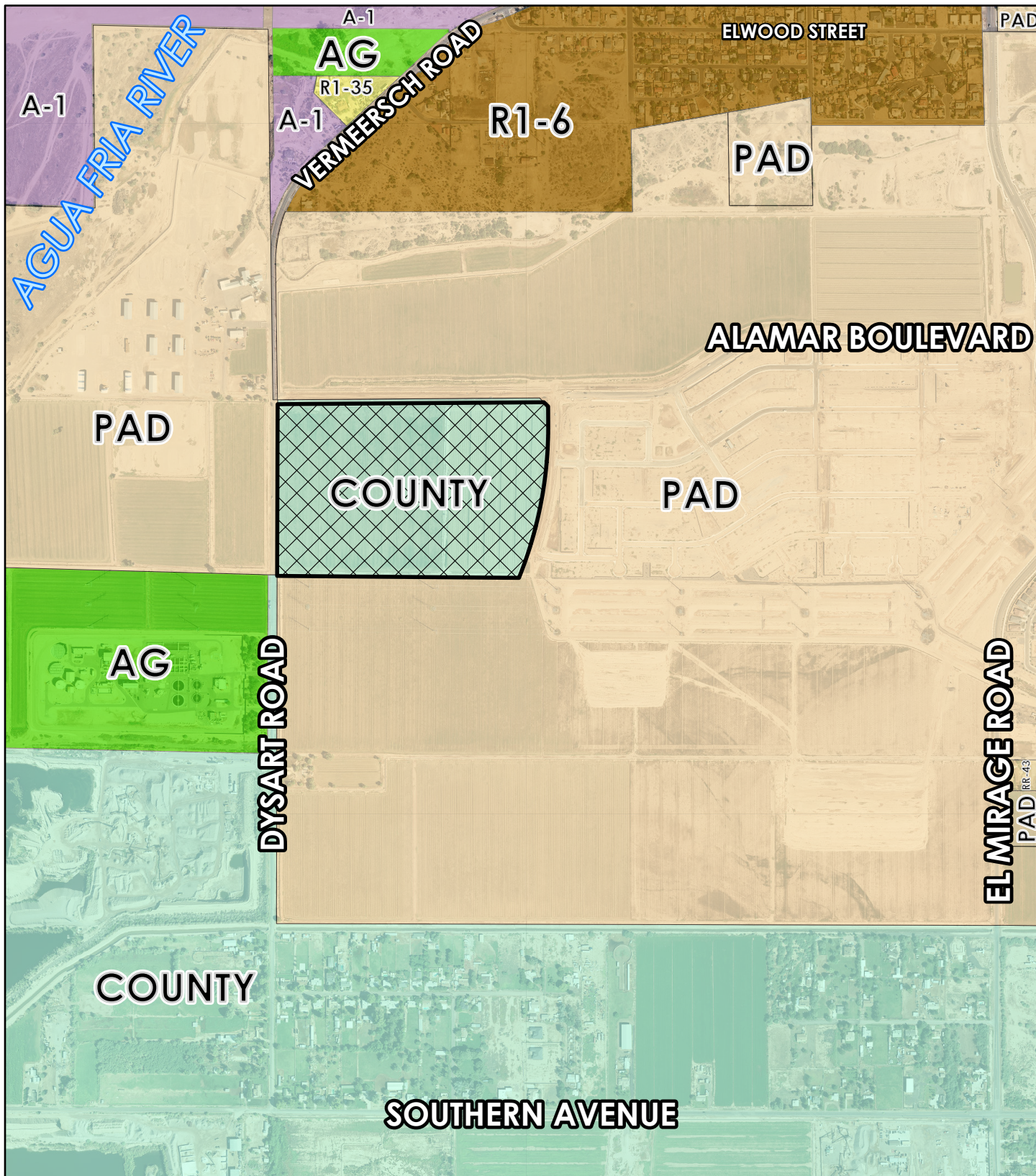


Aerial Map



 Subject Property



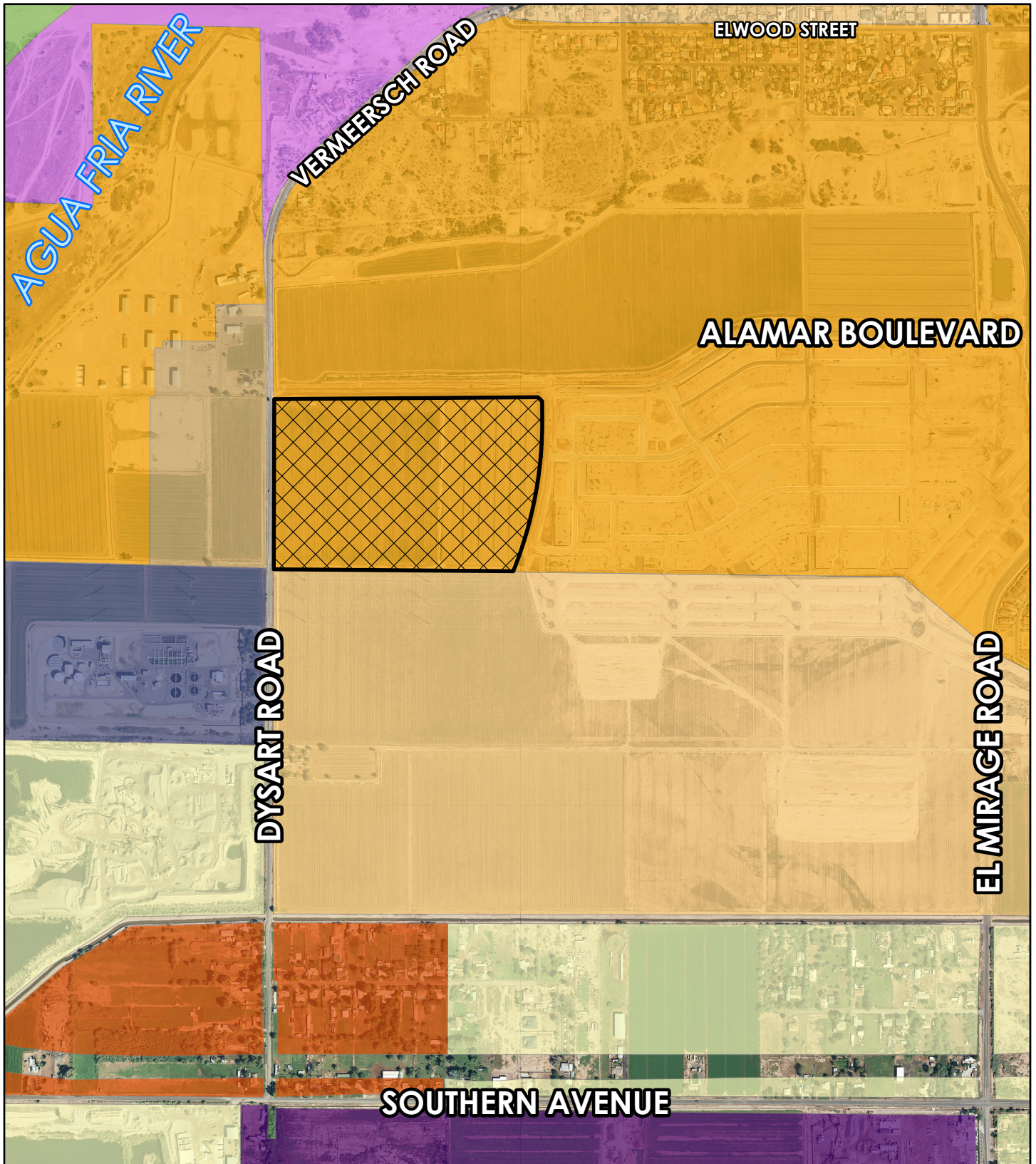


Zoning Vicinity



Subject Property





General Plan Land Use



- | | |
|---------------------------------|--------------------------------|
| Corporate Park | Open Space and Parks |
| Freeway Commercial | Public/Civic |
| Medium Density Residential | Rural Low Density Residential |
| Medium/High Density Residential | Estate/Low Density Residential |
| Mixed Use | |



Subject Property



August 31, 2023

Avondale Development Services Department

11465 W Civic Center Drive
Avondale, AZ 85323

RE: Narrative for Tolleson High School Site Annexation Request

To Whom it May Concern,

This narrative letter includes the required information to commence the annexation request for the future Tolleson High School Site #8 into the City of Avondale ("Avondale" or "City"). The school site property is located at the southeast corner of Alamar Boulevard and Dysart Road and is comprised of Maricopa County Assessor Parcel Numbers 500-72-001C, 500-72-001L, 500-72-525 and portions of 500-72-001E and 500-72-001K. APNs 500-72-001C and 500-72-001L are currently within unincorporated Maricopa County and are the subject of this annexation request, (collectively, the "Property")

Explanation of annexation request:

The purpose of this request is to annex the Property into the City of Avondale from Maricopa County jurisdiction to facilitate the development of a high school site. The Property is located within Avondale's Municipal Planning Area and is generally located at the southeast corner of Alamar Boulevard and Dysart Road.

Explain how request conforms with Arizona state law requirements:

The request complies with the requirements of ARS 9-471 as the Property is contiguous with the City of Avondale corporate boundaries. Annexation of the Property will not create any county islands. A parcel map displaying the relationship of the Property to adjacent City limits is included with this request.

Description of expected future use/development of the proposed annexation area:

The Property is intended to be developed as high school site #8 within the Alamar community by Tolleson Union High School District No. 214.

Disclose any easements, utilities, irrigations, canals, state land property, and the like:

Agricultural irrigation ditches run north/south within the eastern half of the Property and east/west along the northern and southern Property boundaries, respectively. An access easement and a portion of a Designated County Road are located adjacent to Dysart Road within APN 500-72-001L. Overhead electrical transmission lines within easements abut the southern Property boundary.

Description of existing infrastructure: water, sewer, electricity, natural gas, phone, cable, irrigation, wells, curb, gutter, sidewalks, streetlights, pavement, and the like:

There is a 12-inch water main running along Dysart Road. A reclaimed water line runs north along Dysart Road and east along Alamar Boulevard. Existing 36-inch and 48-inch sewer lines run along Alamar Boulevard and Dysart Road, respectively.



Century Link provides phone service, Cox Communications provides cable service, Salt River Project provides electrical service, and Southwest Gas provides gas distribution facilities adjacent to the Property.

Alamar Boulevard is a dirt road running east/west along the northern boundary of the Property. Dysart Road is an existing paved two-lane road running north/south on the western boundary of the Property. 128th Avenue (Alamar Lane) is an existing paved road abutting the east Property boundary. Irrigation ditches run north/south along the eastern half of the Property and east/west along the northern and southern boundaries of the Property, respectively.

Identify all existing residential and non-residential structures within the proposed annexation area:

There are no existing buildings within the proposed annexation area. Irrigation ditches run north/south and east/west in the eastern half and along the southern boundary of the Property, respectively.

Description of existing conditions:

The Property is currently used for agricultural purposes and has no existing buildings or residents.

Information related to any Maricopa County zoning violations and legal nonconforming buildings and/or uses:

There are no known County zoning violations or non-conforming buildings on the Property.

Explanation of desired City services:

Upon annexation, the City would provide municipal services to the Property in the same manner as similarly situated properties within the City.

Identify which school districts will be affected by the development:

The proposed annexation area lies with the Littleton Elementary School District and the Tolleson Union High School District.

Proximity to Police and Fire stations:

Avondale Fire Rescue Station 171 is located 2 miles northwest of the Property and the Avondale Police Department Cashion Sub-Station is located 3 miles northeast of the Property.

Sincerely,
HILGARTWILSON, LLC

Cindy Paddock, AICP
Project Manager – Land Planning

Enclosed:
Aerial Map, Parcel Map, Application Fee

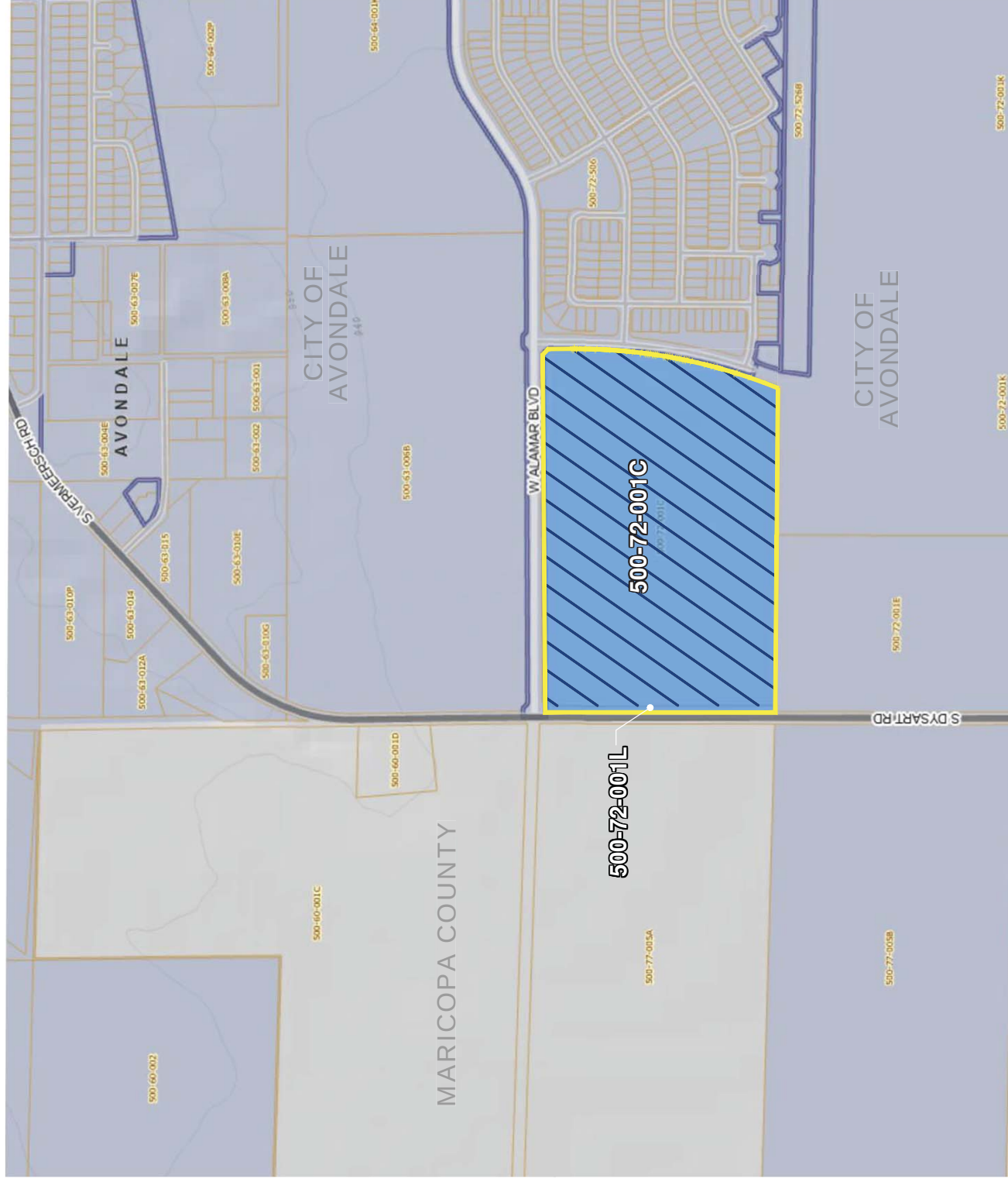
TOLLESON HIGH SCHOOL
AVONDALE, ARIZONA

**ANNEXATION
FIGURE 2**

PARCEL MAP



Annexation parcels



ANNEXTUHSD-8-1-1--
Yorkm

When recorded mail to:

Attn: Development Services Department
City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323

23-488L

BLANK ANNEXATION PETITION AND AFFIDAVIT
TOLLESON UNION HIGH SCHOOL DISTRICT - ANNEXATION

**CITY OF AVONDALE
ANNEXATION PETITION**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Avondale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Avondale, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit A and made a part hereof, request the City of Avondale to annex the following described territory, provided that the requirements of ARIZ. REV. STAT. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Avondale and located in Maricopa County, Arizona, is as follows:

(SEE ATTACHED MAP AND LEGAL DESCRIPTION)

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

TUHSD HS-#8
ANNEXATION
LEGAL DESCRIPTION

A portion of land being situated within the Northwest Quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Meridian, MARICOPA County, Arizona, a portion of the Alamar phase 4 plat, recorded in Book 1600, Page 48 being more particularly described as follows:

COMMENCING at a found Maricopa County Highway Department brass cap accepted as the Northwest Corner of said Section 26, from which a found Maricopa County Highway Department brass cap accepted as the West Quarter Corner thereof bears South 00°06'33" West, 2594.83 feet;

THENCE along the West line of said section 26, South 00 degrees 06 minutes 33 seconds West 65.00 feet to a line 65.00 feet south of and parallel with the North line of said Section 26;

THENCE along said parallel line North 89°48'21" East 33.00 feet to the **POINT OF BEGINNING**;

THENCE continuing along said parallel line North 89°48'21" East 1929.16 feet to the Westerly right of way line of Alamar Lane;

THENCE along said Westerly line South 45°11'49" East 42.43 feet;

THENCE South 00°11'49" East 125.93 feet to a tangent curve, concave right, having a radius of 2930.00 feet;

THENCE Southwesterly along said curve, through a central angle of 22°20'29", an arc length of 1142.49 feet to a non-tangent line and the Northerly line of a 160-foot easement per documents 2002-1076599 MCR and 2005-1738976 MCR;

THENCE along said Northerly line North 89°19'27" West 1742.21 feet to a line 33.00 feet East of and parallel with the West line of said Section 26;

THENCE along said parallel line North 00°06'33" East 1242.50 feet to the **POINT OF BEGINNING**.

The above-described parcel contains a computed area of 2,384,410 sq. ft. (54.7385 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 2497
Date: August 2023




Development Services Department

11465 W. Civic Center Drive

Avondale, Arizona 85323-6804

Phone: (623) 333-4000 Fax: (623) 333-0420

Annexation Affidavit

Personally appears before me, Michelle Simerdla, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am a Senior Planner of the City of Avondale, Arizona, and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Avondale and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City Annexation Petition, which is filed herewith with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471 (A) (6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

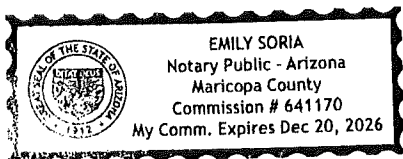
Michelle Simerdla

Michelle Simerdla, Senior Planner

SWORN TO AND SUBSCRIBED before
me This 19th day of December,
2023.

[Signature]
Notary Public for the State of Arizona

My commission expires: 12-20-2026



ITEM NUMBER: 5.b.

SUBJECT: Resolution 1010-0124 - Amendments to the Personnel Policies and Procedures, Chapter 18 Discipline

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Andy Mesquita, Human Resources Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1010-0124, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline to add language that would provide employees with the option of having a representative present during an administrative interview and/or a pre-disciplinary hearing and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Employees have previously requested to have a representative present during an administrative interview and/or pre-disciplinary hearing for support and transparency; however, such requests have been denied as no policy existed allowing for representatives to be present, except for law enforcement officers who are provided this option under the Peace Officers Bill of Rights.

DISCUSSION:

To ensure consistency across the City, the proposed policy addition will provide the option for all employees to have a representative present during an administrative investigation or pre-disciplinary hearing. The representative must be a current City of Avondale employee, not an attorney, and their role is solely to observe within the parameters established by the proposed policy language. No employee may be subject to discipline or retaliated against for requesting or serving as a representative of another employee.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends Council adopt the proposed revisions to Avondale Chapter Policy 18, Discipline.

Contact person for document distribution: Andy Mesquita

CHAPTER 18

Discipline

A. Statement

This Chapter applies to all employees including represented and certified employee units. Any action that reflects negatively upon the City of Avondale will be considered good cause for disciplinary action against any officer or employee. For all disciplinary actions that are implemented in hours, a 1.4 times conversion rate will be applied to sworn fire personnel on a 56-hour schedule.

As way of example only, the following are the types of behavior that constitute grounds for termination. These examples are simply that, and do not constitute an all-inclusive list:

1. Incompetency, inefficiency or in attendance to, or dereliction of duty.
2. Dishonesty, intemperate conduct, insubordination, discourteous treatment of the public or of fellow employees, any act or commission or omission tending to injure the public service, any failure on the part of the employee to properly conduct himself or herself, or violations of the Arizona Revised Statutes, City ordinances, or other rules and regulations applicable to the employee.
3. Any violation of the City's substance abuse policy.
4. Conviction of any felony or misdemeanor that involves dishonesty, scandal, or in any other way may bring disrepute to the employee or the City.
5. Arrest for any matter that makes it impossible and/or impractical to properly complete their duties.
6. Any violation of the policies contained in this manual, departmental rules, supervisory instructions, any other City rules/policies (e.g. those contained in the Ethics Handbook), or any other conduct that may bring discredit to the City.

B. Unlawful Acts Prohibited

1. No person will willfully make any false statement, certificate, mark, rating, or report in regard to any application for employment, test, rating, certification, or appointment held or made under these policies and procedures or ordinances of the City of Avondale. Such conduct may be grounds for disciplinary action, up to and including termination.

2. No person seeking appointment to or promotion in any position in the City service will either directly or indirectly give, promise, render, or pay any money, service, or anything else of value to any person for, on account of, or in connection with their test, appointment, proposed appointment, promotion, or proposed promotion.

C. Procedures

The City does not have a progressive discipline policy. It may take varying forms of discipline against its employees, as best serve the City's and the citizens' interests in each circumstance. The City reserves the right to take any appropriate disciplinary action that circumstances require. Temporary and probationary employees have no appeal rights for actions outlined in these policies. Part-time employees hired before June 18, 2014, have appeal rights for actions outlined in these policies, but part-time employees hired after June 18, 2014, have no appeal rights for actions outlined in these policies. Policy implementing executive level positions or above as determined by the City Manager and appointed on or after October 30, 2023, have no appeal rights for actions outlined in these policies. When a department director identifies the need for employee discipline, they shall meet with the Human Resources Director or designee prior to any discussion with the employee. Before any employee is given a letter of reprimand, notice of intent to suspend without pay, notice of intent to reduce pay, notice of intent to demote, or notice of intent to terminate, the Department Director shall consult with the Human Resources Director or designee. Below are examples of forms of discipline that the City may take. However, this is not an exclusive list.

1. Formal Reprimand

- a. The immediate supervisor, department director, one of the Assistant City Managers, or the City Manager may formally reprimand any employee under their supervision for cause.
- b. Such a formal reprimand will be in writing and addressed to the employee.
- c. A signed copy will be forwarded to the employee and the Human Resources Director for inclusion in the employee's personnel file. The City Manager will also be notified of the reprimand.
- d. Formal reprimands cannot be appealed to the Independent Hearing Officer.
- e. However, within ten (10) working days of receipt, the employee may file a letter of response to the reprimand, which will be attached to the reprimand in their file. In its sole discretion, City management may choose to modify or revoke the reprimand after reviewing the employee's letter and circumstances surrounding the discipline.

2. Suspension

- a. The City Manager or an Assistant City Manager, at their own discretion or upon the recommendation of a department director, may suspend an employee for cause without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) month period -except as provided in subsection (2)(d) below.
- b. Suspensions of 40 hours or less cannot be appealed to the Independent Hearing Officer, except as specified for law enforcement officers and detention officers in ARIZ. REV. STAT. § 38-1101; however, the employee may request review of the decision within ten (10) working days of the notice. Upon receipt of the employee's request for review, the Human Resources Department shall coordinate and appoint another department director or supervisor to review the matter. The designated department director or supervisor will issue a written memorandum either upholding the non-appealable suspension or suggesting that the City Manager reverse or modify the discipline. If the designated department director or supervisor suggests a reversal or modification, the City Manager will review the matter and make a final decision.
- c. If an employee appeals their suspension of more than 40 hours, they must first receive a hearing before the Assistant City Manager or designee prior to suspension. After the hearing, the Assistant City Manager or designee will determine whether this action is appropriate. The City Manager will be notified of the decision. If the suspension is upheld, the employee may request an appeal to the City's Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19. After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.
- d. Any regular employee who is arrested for a serious public offense, other than minor traffic violations, whether imprisoned, pending probation, or released on bail, may be suspended without pay until such time that judgment is rendered by the court; provided, however, if the employee is found not guilty, they will receive compensation for the period of suspension. The employee may not appeal a suspension under this provision.

3. Reduction in Pay in Lieu of Suspension

- a. A department director may choose to impose a reduction in pay of an employee instead of a suspension without pay. Any reduction in pay in lieu of suspension that is equal to forty (40) hours or less cannot be appealed to the Independent

Hearing Officer, except as specified for law enforcement officers and detention officers in ARIZ. REV. STAT. § 38-1101; however, the employee may request review of the decision within ten (10) working days of the effective date. Upon receipt of the employee's request for review, the Human Resources Department shall coordinate and appoint another department director or supervisor to review the matter. The designated department director or supervisor will issue a written memorandum either upholding the non-appealable reduction in pay or suggesting that the City Manager reverse or modify the discipline. If the designated department director or supervisor suggests a reversal or modification, the City Manager will review the matter and make a final decision.

- b. The total dollar amount of the reduction in pay shall not exceed the dollar amount of the suspension for which the reduction is substituted.
- c. The reduction in pay shall not reduce the employee's salary below the Federal minimum wage.
- d. If an employee appeals their reduction in pay in lieu of suspension (for amounts equivalent to or more than forty (40) hours suspension), they must first receive a hearing before an Assistant City Manager, or designee, prior to implementing a reduction in pay in lieu of suspension. After the hearing, the Assistant City Manager, or designee, will determine whether this action is appropriate. The City Manager will be notified of the decision. If the reduction in pay in lieu of suspension is upheld, the employee may appeal the decision within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19. After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.

4. Demotion

- a. The City Manager or an Assistant City Manager, at their own discretion or upon the recommendation of a department director, may demote an employee for cause. If appealed pursuant to subsection 4(b) below, the City Manager or designee will make the final determination after receiving a recommendation from the Independent Hearing Officer.
- b. If an employee appeals their demotion, they must first receive a hearing before the Assistant City Manager or designee prior to implementing the demotion. After the hearing, the Assistant City Manager, or designee, will determine whether the demotion is appropriate. The City Manager will be notified of the decision. If the demotion is upheld, the employee may request an appeal to the

Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in [Chapter 19](#). After the Independent Hearing Officer conducts a hearing as outlined in [Chapter 19](#), they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.

- c. All regular employees demoted for disciplinary reasons will not be eligible for promotion or an increase in compensation for a period of one (1) year from the time of the demotion.

5. Representatives

- a. Employees may have a representative present during an administrative interview and/or a pre-disciplinary hearing. The representative must be an employee of the City, not an attorney, who is available on reasonable notice so that the interview is not unreasonably delayed.
- b. Unit members of an employee organization recognized by the City of Avondale may choose to have their organization president or designee as their representative.
- c. The representative is allowed to be present only to observe and will not participate in the interview. The representative may take notes during the interview. These notes are not the official record of the interview and shall not be disclosed until the investigation and subsequent appeals have been completed and allegations have been resolved.
- d. Representatives are prohibited from the following:
 - e. Interrupting or hindering the interview in any manner;
 - f. Separately recording the interview;
 - g. Conducting their own investigation into the matter at hand by interviewing witnesses, gathering evidence, etc.;
 - h. Participating as a representative if they are or may be a material witness to the matter(s) under investigation;
 - i. Discussing the investigation, including the nature and content of the interview, with any unauthorized person, except the person for whom they are functioning as a representative, until the investigation and any subsequent appeals have been completed.
 - j. Representatives may attend interviews on duty, so long as it does not conflict with operational needs of the department. However, under no circumstances will there be unauthorized overtime.
- k. The right to an observer does not apply to an interview that is:
 - l. In the normal course of duty, counseling, instruction, an information verbal

admonishment, or other routine or unplanned contact with a supervisor or any other employee; or

- m. During the preliminary inquiry to determine the scope of the allegations.
- n. No employee may be subject to discipline or retaliated against for requesting or serving as a representative of another employee during an administrative interview and/or pre-disciplinary hearing.
- o. This section, concerning employee representatives, does not affect any rights granted to law enforcement officers and detention officers pursuant to the Peace Officers Bill of Rights, Arizona Revised Statute § 38-1101 et. seq.

5-6. Termination

- a. The City Manager or an Assistant City Manager may terminate for cause any employee of the City by delivery of a Notice of Intent to Terminate, which outlines a statement of reasons for potential termination. In most cases, the Assistant City Manager or designee will make the initial termination decision. If appealed, the City Manager or designee will make the final determination after receiving a recommendation from the Independent Hearing Officer.
- b. Part-time employees or employees serving in the probationary period need not receive a Notice of Intent to Terminate prior to termination.

- c. Pre-Termination Hearing

If an employee appeals their termination, they must receive a pre-termination hearing before the Assistant City Manager or designee prior to termination.

- d. Final Decision

After the pre-termination hearing, the Assistant City Manager or designee will determine whether termination is appropriate. The City Manager will be notified of the termination decision. If terminated, the employee may request an appeal Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19. After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.

- e. Process

Managers requesting termination of an employee as a disciplinary measure will first consult with the Human Resources Director or designee.

6.7. **Exit Interviews**

Any employee leaving the City's services is given the option to provide Human Resources with an exit interview.

D. For the purposes of this Chapter:

1. "Working Days" means Monday through Thursday, exclusive of City designated Holidays.
2. "Law Enforcement Officer" means an individual, other than a probationary employee, who is certified by the Arizona Peace Officer Standards and Training Board and employed by the City of Avondale.
3. "Detention Officer" means a detention officer, other than a probationary employee, who is employed by the City of Avondale.

RESOLUTION NO. 1010-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 18 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO EMPLOYEE REPRESENTATIVES.

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

SECTION 1. Chapter 18 – Discipline of the City of Avondale Personnel Policies and Procedures dated December 20, 2023 (“Chapter 18”), is hereby adopted 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 18 adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 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, January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1010-0124
[Chapter 18]
See following pages.

CHAPTER 18

Discipline

A. Statement

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2. As way of example only, the following are the types of behavior that constitute grounds for termination. These examples are simply that, and do not constitute an all-inclusive list:
 - a. Incompetency, inefficiency or in attendance to, or dereliction of duty.
 - b. Dishonesty, intemperate conduct, insubordination, discourteous treatment of the public or of fellow employees, any act or commission or omission tending to injure the public service, any failure on the part of the employee to properly conduct himself or herself, or violations of the Arizona Revised Statutes, City ordinances, or other rules and regulations applicable to the employee.
 - c. Any violation of the City's substance abuse policy.
 - d. Conviction of any felony or misdemeanor that involves dishonesty, scandal, or in any other way may bring disrepute to the employee or the City.
 - e. Arrest for any matter that makes it impossible and/or impractical to properly complete their duties.
 - f. Any violation of the policies contained in this manual, departmental rules, supervisory instructions, any other City rules/policies (e.g. those contained in the Ethics Handbook), or any other conduct that may bring discredit to the City.

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2. Suspension

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- c. If an employee appeals their suspension of more than 40 hours, they must first receive a hearing before the Assistant City Manager or designee prior to suspension. After the hearing, the Assistant City Manager or designee will determine whether this action is appropriate. The City Manager will be notified of the decision. If the suspension is upheld, the employee may request an appeal to the City's Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19. After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.
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3. Reduction in Pay in Lieu of Suspension

- a. A department director may choose to impose a reduction in pay of an employee instead of a suspension without pay. Any reduction in pay in lieu of suspension that is equal to forty (40) hours or less cannot be appealed to the Independent Hearing Officer, except as specified for law enforcement officers and detention officers in ARIZ. REV. STAT. § 38-1101; however, the employee may request review of the decision within ten (10) working days of the effective date.
 - 1) Upon receipt of the employee's request for review, the Human Resources Department shall coordinate and appoint another department director or supervisor to review the matter.
 - 2) The designated department director or supervisor will issue a written memorandum either upholding the non-appealable reduction in pay or suggesting that the City Manager reverse or modify the discipline.
 - 3) If the designated department director or supervisor suggests a reversal or modification, the City Manager will review the matter and make a final decision.
- b. The total dollar amount of the reduction in pay shall not exceed the dollar amount of the suspension for which the reduction is substituted.
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- d. If an employee appeals their reduction in pay in lieu of suspension (for amounts equivalent to or more than forty (40) hours suspension), they must first receive a hearing before an Assistant City Manager, or designee, prior to implementing a reduction in pay in lieu of suspension. After the hearing, the Assistant City Manager, or designee, will determine whether this action is appropriate. The City Manager will be notified of the decision.
 - 1) If the reduction in pay in lieu of suspension is upheld, the employee may appeal the decision within ten (10) working days of receipt of the hearing decision.
 - 2) The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19.
 - 3) After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination.
 - 4) The Independent Hearing Officer serves an advisory role to the City Manager or designee.

4. Demotion

- a. The City Manager or an Assistant City Manager, at their own discretion or upon the recommendation of a department director, may demote an employee for cause. If appealed pursuant to subsection 4(b) below, the City Manager or designee will make the final determination after receiving a recommendation from the Independent Hearing Officer.
- b. If an employee appeals their demotion, they must first receive a hearing before the Assistant City Manager or designee prior to implementing the demotion. After the hearing, the Assistant City Manager, or designee, will determine whether the demotion is appropriate. The City Manager will be notified of the decision. If the demotion is upheld, the employee may request an appeal to the Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in [Chapter 19](#). After the Independent Hearing Officer conducts a hearing as outlined in [Chapter 19](#), they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.
- c. All regular employees demoted for disciplinary reasons will not be eligible for promotion or an increase in compensation for a period of one (1) year from the time of the demotion.

5. Representatives

- a. Employees may have a representative present during an administrative interview and/or a pre-disciplinary hearing. The representative must be an employee of the City, not an attorney, who is available on reasonable notice so that the interview is not unreasonably delayed.
- b. Unit members of an employee organization recognized by the City of Avondale may choose to have their organization president or designee as their representative.
- c. The representative is allowed to be present only to observe and will not participate in the interview. The representative may take notes during the interview. These notes are not the official record of the interview and shall not be disclosed until the investigation and subsequent appeals have been completed and allegations have been resolved.
- d. Representatives are prohibited from the following:
 - 1) Interrupting or hindering the interview in any manner.
 - 2) Separately recording the interview.

- 3) Conducting their own investigation into the matter at hand by interviewing witnesses, gathering evidence, etc.
 - 4) Participating as a representative if they are or may be a material witness to the matter(s) under investigation.
 - 5) Discussing the investigation, including the nature and content of the interview, with any unauthorized person, except the person for whom they are functioning as a representative, until the investigation and any subsequent appeals have been completed.
- e. Representatives may attend interviews on duty, so long as it does not conflict with the operational needs of the department. However, under no circumstances will there be unauthorized overtime.
 - f. The right to a representative does not apply to an interview that is:
 - 1) In the normal course of duty, counseling, instruction, an information verbal admonishment, or other routine or unplanned contact with a supervisor or any other employee; or
 - 2) During the preliminary inquiry to determine the scope of the allegations.
 - g. No employee may be subject to discipline or retaliated against for requesting or serving as a representative of another employee during an administrative interview and/or pre-disciplinary hearing.
 - h. This section, concerning employee representatives, does not affect any rights granted to law enforcement officers and detention officers pursuant to the [Peace Officers Bill of Rights, Arizona Revised Statute § 38-1101](#) et. seq.

6. Termination

- a. The City Manager or an Assistant City Manager may terminate for cause any employee of the City by delivery of a Notice of Intent to Terminate, which outlines a statement of reasons for potential termination. In most cases, the Assistant City Manager or designee will make the initial termination decision. If appealed, the City Manager or designee will make the final determination after receiving a recommendation from the Independent Hearing Officer.
- b. Part-time employees or employees serving in the probationary period need not receive a Notice of Intent to Terminate prior to termination.
- c. Pre-Termination Hearing

If an employee appeals their termination, they must receive a pre-termination hearing before the Assistant City Manager or designee prior to termination.

d. Final Decision

After the pre-termination hearing, the Assistant City Manager or designee will determine whether termination is appropriate. The City Manager will be notified of the termination decision. If terminated, the employee may request an appeal to the Independent Hearing Officer within ten (10) working days of receipt of the hearing decision. The appeal must be in writing and submitted to the Human Resources Director as outlined in Chapter 19. After the Independent Hearing Officer conducts a hearing as outlined in Chapter 19, they will make a written recommendation within (10) working days to the City Manager or designee for final determination. The Independent Hearing Officer serves an advisory role to the City Manager or designee.

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Managers requesting termination of an employee as a disciplinary measure will first consult with the Human Resources Director or designee.

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Any employee leaving the City's services is given the option to provide Human Resources with an exit interview.

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3. "Detention Officer" means a detention officer, other than a probationary employee, who is employed by the City of Avondale.

ITEM NUMBER: 5.c.

SUBJECT: Ordinance 2001-0124 - Amending City Code Chapter 25 - Procurement

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Department Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2001-0124, amending chapter 25 of the City Code, pertaining to city administration and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As an update to the administrative policy for procurement, staff is requesting amendments to the City Code. These changes were reviewed and recommended by the City Attorney and Finance and Budget Director. The requested ordinance includes administrative changes, including updates to verbiage in the Procurement Code. The ordinance sections with changes are included in the attachment for further detail.

DISCUSSION:

The City of Avondale City Code, Chapter 25 (Procurement Code) authorizes the City's Procurement Agent to procure, contract for, and execute agreements within a certain dollar threshold. The purpose of this proposal is to request the City Council's consideration for an adjustment in the procurement code to provide procurement staff with enhanced buying power. This change is imperative due to the adverse effects of inflation, supply chain disruptions, and rising construction costs, which have hampered staff's ability to make efficient purchases. Over the past several years, the City has experienced challenges in procuring essential goods and services under the current thresholds, resulting in frustration and delays for staff. These challenges can be attributed to factors including Inflation, Supply Chain Demand, and Construction Cost Increases.

To ensure that City staff can continue to provide essential services without unnecessary impediments, we are requesting adjustments to the Procurement Code; these include: Chapter 25-2 – removing “petty cash vouchers”; chapter 25-7 (a) – increasing limit to \$100,000; (b) – increasing change order limit to \$200,000; chapter 25-8 – increasing limit to \$100,000; chapter 25-11 – removing the specified value assigned to “nominal value”, allowing value to be set through administrative policy; chapter 25-20 (c) – increasing limit to \$100,000; chapter 25-21 – establishing limit for job order contract job orders to a maximum of \$3,000,000; chapter 25-22

(e) – increasing limit to \$100,000; chapter 25-23 (b) and (c) – increasing limit to \$100,000;

These adjustments would streamline processes by implementing more agile procurement procedures that allow for quicker decision-making and adaptability in the face of changing market conditions. In considering the increase for formal procurement and awarding authority from \$50,000 to \$100,000, staff found that the State of Arizona Procurement Office, along with several cities throughout the state of Arizona, including Tolleson, Buckeye, Peoria, and Flagstaff, have already adopted this increase. This increase would allow Procurement Staff to obtain competitive quotes for goods and services up to \$100,000 (informal procurement), without requiring a formal procurement process. In considering the increase for job order contracting job orders, staff found that the job order limit for job order contracts range from \$1M to \$5M, among various cities in Arizona. With this increase, it is anticipated that formal procurements for construction services could be reduced by up to 35% due to Procurement Staff utilizing cooperative job order contracts.

BUDGET IMPACT:

No Budget Impact

RECOMMENDATION:

Staff recommends adoption of an ordinance to amend chapter 25 of the City Code pertaining to city administration.

Contact person for document distribution: Renee Weatherless

ORDINANCE NO. 2001-0124

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 25, PROCUREMENT CODE.

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

SECTION 1. The Avondale City Code, Chapter 25 (Procurement Code), Article I (General Provisions), Section 25-2 (Policies), is hereby amended to read as follows:

The city shall procure all supplies, materials, equipment, and services deemed necessary for the delivery of quality services to its residents using competitive bids, proposals, vendor quotations or direct purchases. A complete history of each purchase of supplies, materials, equipment, or services will be maintained through the use of purchase requisitions, purchase orders, check requests, ~~petty cash vouchers~~ and any other appropriate forms as authorized by this procurement code. Every effort will be made to obtain all supplies, materials, equipment, and services at the most economical prices available. All procurement contracts shall be drawn under the supervision of the city procurement office.

SECTION 2. The Avondale City Code, Chapter 25 (Procurement Code), Article I, (General Provisions), Section 25-7 (Procurement Agent), Subparagraphs (a) and (b) are hereby amended to read as follows:

(a) Procure, contract for, and execute agreements in any amount less than ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) for supplies and services, including rentals, service agreements, and leases needed by any city department, in accordance with this procurement code.

(b) Approve and sign change orders to contracts authorized by the city council in an aggregate amount equal to the lesser of ten (10) percent of the amount of the contract or ~~one~~ TWO hundred thousand dollars (~~\$100,000.00~~ \$200,000.00).

SECTION 3. The Avondale City Code, Chapter 25 (Procurement Code), Article I, (General Provisions), Section 25-8 (Procurement by dollar value), is hereby amended to read as follows:

Any purchase not exceeding ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) may be made by the Procurement Agent or authorized designee in accordance with administrative procedures adopted pursuant to this chapter. Contract requirements shall not be artificially divided so as to create purchases of lesser amounts under such procedures. Except as set forth in subsection 25-7(b) above, any purchase exceeding ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~—\$100,000.00) shall be authorized by the city council. When it is

advantageous to the city, annual contracts should be initiated for services and supplies regularly purchased. The procurement agent or authorized designee may sign contracts (i) for purchases not exceeding ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) and (ii) in any amount after such contract has been approved by the city council either as part of the annual budget or as a separate item. The mayor may sign any contracts of any amount as long as such contracts have been approved by the city council.

SECTION 4. The Avondale City Code, Chapter 25 (Procurement Code), Article II, (Ethics; Violations; Unauthorized Purchases), Section 25-11 (Ethical standards), Subparagraph (b) is hereby amended to read as follows:

(b) No employee of the city shall engage in acts that, in the reasonable judgment of the procurement agent or authorized designee, would result in a loss of confidence in the integrity of the city's procurement operation. Such acts would include, but not be limited to (i) receipt of gifts or services of more than a nominal value from a prospective vendor, (ii) statements to a vendor that they will be awarded the contract based on personal knowledge or relationships with city employees without an evaluation of their submittal, (iii) failure of a city employee sitting on a review committee to disclose any prior or current business or financial relationship with a proposed vendor, (iv) criticism of one vendor to another vendor who is competing for the same procurement prior to bid or proposal award or (v) any acts similar to those outlined in clauses (i) through (iv) of this subsection. For purposes of this procurement code, nominal value SHALL BE ~~is defined as twenty-five (\$25.00) or less from any single party during any single calendar year.~~ BY ADMINISTRATIVE POLICY.

SECTION 5. The Avondale City Code, Chapter 25 (Procurement Code), Article III (Formal Bidding Procedures), Section 25-20 (Retention of professional services), Subparagraph (c) is hereby amended to read as follows:

(c) Other professional services. Except as provided in subsections 25-20(a) and (b) above, the city may procure professional services by soliciting statements of qualifications for providing such services; provided, however, that the city may procure such professional services by direct selection pursuant to the administrative regulations promulgated by the procurement agent. Contracts for professional services not exceeding ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) shall be approved by the procurement agent or authorized designee. Contracts for professional services exceeding ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) shall be approved by the city council. The procurement of professional services through the use of statements of qualifications shall be as follows:

...

SECTION 6. The Avondale City Code, Chapter 25 (Procurement Code), Article III (Formal Bidding Procedures), Section 25-21 (Construction contracts), is hereby amended to read as follows:

All contracts for construction for public improvement projects shall be awarded in accordance with Arizona Revised Statutes, Title 34, as amended. FOR JOB-ORDER-CONTRACTING CONSTRUCTION SERVICES ONLY, THE MAXIMUM DOLLAR

AMOUNT OF AN INDIVIDUAL JOB ORDER SHALL BE THREE MILLION DOLLARS (\$3,000,000.00). If public competitive bidding is not required pursuant to Arizona Revised Statutes, Section 34-201(C) or (D), as amended, then the requirements of this chapter shall apply. In the event of a conflict between this chapter and Arizona Revised Statutes, Title 34, as amended, the provisions of Title 34 shall govern.

SECTION 7. The Avondale City Code, Chapter 25 (Procurement Code), Article III (Formal Bidding Procedures), Section 25-22 (Emergency procurements), Subparagraph (e) is hereby amended to read as follows:

(e) The procurement agent or authorized designee has the authority to enter into emergency procurement contracts/agreements that are not more than ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~-\$100,000.00) and based upon the best interests of the city, taking into account factors such as need, availability and other relevant city requirements. The city council shall have the authority to authorize the mayor or procurement agent to execute emergency procurement contracts/agreements in excess of ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~-\$100,000.00). Such emergency procurement shall be exempt from the competitive requirements of this procurement code.

SECTION 8. The Avondale City Code, Chapter 25 (Procurement Code), Article III (Formal Bidding Procedures), Section 25-23 (Sole source procurements), Subparagraphs (b) and (c) are hereby amended to read as follows:

(b) Sole source procurement requests that are not greater than ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~-\$100,000.00) shall be submitted to the procurement agent or authorized designee for approval.

(c) Sole source procurement requests which exceed ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) shall be submitted to the city council for approval.

SECTION 9. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 8, 2024

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.d.

SUBJECT: Resolution 1011-0124 - Setting fees for Short-term Rentals and the Aquatics Center

MEETING DATE: 1/8/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

The proposed fees and charges are related to the following Avondale Strategic Outcome Area:

- **Innovative Program and Service Delivery** - The proposed fees allow the city to recover a portion of its costs for certain services, ensuring the city has the resources to innovate and provide high quality service to residents, businesses, and visitors.
-

PURPOSE:

City Council will: a) receive a presentation from staff regarding the aquatics center fee schedule; b) consider a request to adopt Resolution 1011-0124, setting fees for short-term rentals and the aquatics center; 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:

Short-Term Rentals: Short-term rental license and license renewal fees were initially adopted June 5, 2023. The City Council adopted a new short-term rental license program on October 23, 2023, and this is being implemented in FY2024. The proposed fees are in line with the new, adopted program. The proposed fees are proposed to be effective February 1, 2024.

Aquatic Center Fees: Staff presented an update to the Council on the Aquatic Center project on October 23, 2023, and included a discussion on fees. Staff expect the facility to open in the spring of 2024 and are taking the necessary steps to have the fees in place prior to the facility's opening.

DISCUSSION:

Short-Term Rentals: Short-term rental fees were reevaluated based on the ordinance that was recently passed by Council, and new fees are being proposed to recover city costs associated with issuing the licenses and administering the program. The new proposed fees are consistent with neighboring cities and are in line with A.R.S. 9-500.39, which permits the city to charge a fee not to exceed \$250 for issuing licenses for short-term rentals in order to recover costs incurred by the city to process license applications, including but not limited to personnel, equipment, software, and any other relevant costs. A brief analysis of surrounding cities

shows most have adopted the statutory fee limit of \$250.

Goodyear: \$250

Surprise: \$250

Phoenix: \$250

Glendale: \$0

Litchfield Park: \$250

- **Short-term rental license - \$250**
- **Short-term rental license renewal - \$250**

Aquatic Center Fees: All proposed Aquatic Center fees are based on anticipated operational costs as well as market analysis of similar programs in surrounding municipalities. Fee ranges are being recommended to allow for changes in programming and operations as demand and operational costs are determined during the first year of operations. The attached report outlines the cost comparison of surrounding communities and the proposed fees upon opening.

Classes and other program fees will utilize already adopted recreation [participation fees](#).

- **Pool Admission - \$0 - \$15:** May include a variety of programs including public swimming, lap swimming, and drop-in fitness classes.
- **Lane Rental - \$1 - \$30:** Can vary based on time and use
- **Aquatic Center Multipurpose Room Rental - \$5 - \$150:** Will vary based on event and group type. It falls within the range of similar room rentals in the city.
- **Aquatic Center Booking Fee - \$5 - \$500:** Will vary based on event and group type.
- **Aquatic Facility Staffing Fee - \$15 - \$50:** The number of lifeguards is dictated by the type of reservation and areas of the pool that will be utilized
- **Aquatic Merchandise - \$0.10 - \$30.00:** Examples of items for sale include swim diapers, caps, goggles, t-shirts, etc.

BUDGET IMPACT:

Short-term rentals: Estimated new general fund revenue of \$100,000 annually

Aquatic Center Fees: Operational Revenues have been budgeted at \$300,000 annually.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt a resolution adopting the summary of proposed fee changes. All fees and charges for services included in the current fee schedule previously adopted and not amended or increased by this Resolution shall remain in effect.

Contact person for document distribution: Aaron White

City of Avondale Fee Change Proposal

Notice of Proposed Increase in Fees – Pursuant to ARS 9-499.15, public notice is hereby given that at a meeting on January 8, 2024, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to short term rentals. The meeting is scheduled at the Council Chambers at City Hall located at 11465 W Civic Center Drive, Avondale, AZ 85323.

Department Name	Finance & Budget
Division Name	Revenue
Background	Short term rental license and license renewal fees were initially adopted June 5, 2023. The City Council adopted a new short-term rental license program on October 23, 2023, and this is being implemented in FY2024. The proposed fees are in line with the new, adopted program. The proposed fees are proposed to be effective February 1, 2024.
Justification	Fees were reevaluated based on the ordinance that was recently passed by Council, and new fees are being proposed to recover city costs associated with issuing the licenses and administering the program. New proposed fees are consistent with neighboring cities and are in line with A.R.S. 9-500.39.
Methodology	Arizona Revised Statutes 9-500.39 permits the city to charge a fee not to exceed \$250 for issuing licenses for short term rentals in order to recover costs incurred by the city to process license applications, including but not limited to personnel, equipment, software, and any other relevant costs. A brief analysis of surrounding cities shows most have adopted the statutory fee limit of \$250. Goodyear: \$250 Surprise: \$250 Phoenix: \$250 Glendale: \$0 Litchfield Park: \$250
Alternatives	A fee less than \$250, which would result in the city subsidizing some of the cost to administer the program.
Fiscal Impact	\$100,000 (estimated)

Fee Change Proposal:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement
Short-Term Rental License	\$50.00	Per License	\$250.00	Per License
Short-Term Rental License Renewal	\$25.00	Per Renewal	\$250.00	Per Renewal

City of Avondale Fee Change Proposal

Notice of Proposed Increase in Fees – Pursuant to ARS 9-499.15, public notice is hereby given that at a meeting on January 8, 2024, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to aquatics. The meeting is scheduled at the Council Chambers at City Hall located at 11465 W Civic Center Drive, Avondale, AZ 85323.

Department Name	Parks and Recreation
Division Name	Aquatics
Background	The Avondale Aquatics Center is a new facility currently under construction with an anticipated completion date by Spring of 2024. Staff recommends the adoption of these fees to initiate service at the Aquatic Center at this time.
Justification	All proposed Aquatic Center fees are based on anticipated operational costs as well as market analysis of similar programs in surrounding municipalities. Fee ranges are being recommended to allow for changes in programming and operations as demand and operational costs are determined during the first year of operations. Attachment A outlines the cost comparison of surrounding communities and the proposed fees upon opening. Classes and other program fees will utilize already adopted recreation participation fees
Methodology	The newly proposed Aquatic Center fees are based on anticipated operational costs as well as market analysis of similar programs in surrounding municipalities. Attachment A outlines the cost comparison of surrounding communities and the proposed fees upon opening.
Alternatives	N/A
Fiscal Impact	Operational Revenues have been budgeted at \$300,000

Fee Change Proposal:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Pool Admission	n/a	n/a	\$0-\$15	Per person	May include a variety of programs including public swimming, lap swimming, and drop-in fitness classes.
Lane Rental	n/a	n/a	\$1-\$30	Per lane/Per hour	
Aquatic Center Multipurpose Room Rental	n/a	n/a	\$5-\$150	Per hour	Will vary based on event and group type.
Aquatic Center Booking Fee	n/a	n/a	\$5-\$500	Per Event	Will vary based on event and group type.

Aquatic Facility Staffing Fee	n/a	n/a	\$15-\$50	Per Lifeguard/Per Hour	The number of lifeguards is dictated by the type of reservation and areas of the pool that will be utilized.
Aquatic Merchandise	n/a	n/a	\$0.10-\$30.00	Per item	Swim diapers, caps, goggles, t-shirts.



Avondale Aquatics Center Proposed Schedule and Fees Exhibit A





Summer Open Public Swimming

- Proposed Fees

	Youth	Adult	Seniors
Open Public Swim	\$3	\$3	\$3



Summer Open Public Swimming

- Fees Comparison

	Youth	Adult	Seniors
Glendale	\$3.50	\$6	\$5
Avondale	\$3	\$3	\$3
Goodyear	\$3	\$5	\$4
Litchfield Park	\$3	\$3	\$3
Peoria	\$2	\$4	\$4
Buckeye	\$2	\$2	\$2
Surprise	\$2	\$3	\$3
Phoenix	\$1	\$3	\$1



Summer Lap Swimming

- Fees Comparison

	Adult	Seniors
Phoenix	\$n/a	\$n/a
Glendale	\$8	\$6
Goodyear	\$5	\$5
Peoria	\$4	\$4
Avondale	\$3	\$3
Litchfield Park	\$3	\$3
Surprise	\$3	\$3
Buckeye	\$1	\$1

RESOLUTION NO. 1011-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE SCHEDULE OF FEES AND CHARGES.

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

SECTION 1. The amendments to the City of Avondale schedules and charges for services, true and correct copies of which are attached hereto as Exhibit A and incorporated herein by reference (the “Amendments to Schedule of Fees”), are approved hereby and adopted with those fees pertaining to Parks and Recreation to be effective on February 1, 2024. Those fees pertaining to the Finance Department shall be effective on July 1, 2024. Deletions are shown as strikeouts: ~~Abe~~. Additions to the text are shown in bold and capital letters: **ABC**. New or increased fee amounts are shown in bold: **\$10.00**.

SECTION 2. All fees and charges for services provided by the City previously approved and adopted are not amended or increased by this Resolution and remain in effect.

SECTION 3. It is necessary for the preservation of the peace, health and safety of the City, an emergency is declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

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

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 8, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1011-0124

[FY2024 Schedule of Proposed Fee Changes]

See following pages.

EXHIBIT A
City of Avondale
FY2024 Midyear Schedule of Proposed Fee Changes

Proposed Fee Name Changes	Current Fee	Current Unit of Measure	Proposed Fee	Proposed Unit of Measure	Effective Date
Parks and Recreation - Aquatic Center					
POOL ADMISSION	NA	NA	\$0-\$15	Per person	February 1, 2024
LANE RENTAL	NA	NA	\$1-\$30	Per Lane/Per Hour	February 1, 2024
AQUATIC CENTER MULTIPURPOSE ROOM RENTAL	NA	NA	\$5-\$150	Per Hour	February 1, 2024
AQUATIC CENTER BOOKING FEE	NA	NA	\$5-\$500	Per Event	February 1, 2024
AQUATIC FACILITY STAFFING FEE	NA	NA	\$15-\$50	Per Lifeguard/Per Hour	February 1, 2024
AQUATIC MERCHANDISE	NA	NA	\$0.10-\$30.00	Per item	February 1, 2024
Finance Department	Current Fee	Current Unit of Measure	Proposed Fee	Proposed Unit of Measure	Effective Date
Short-term Rental License	\$ 50.00	Per License	\$ 250.00	Per License	February 1, 2024
Short-term Rental License Renewal	\$ 25.00	Per Renewal	\$ 250.00	Per Renewal	February 1, 2024