



City of Avondale

City Council Meeting

Monday, January 22, 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

Watch a City Council Meeting Online

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

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

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



City Council Meeting Notice & Agenda Monday, January 22, 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

a. NEW EMPLOYEE INTRODUCTIONS

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

Development Services Department

Sandra Freund, Senior Planner

Human Resources Department

Josue Macias, Sr. Management Analyst

Finance and Budget Department

Mayette Bailey, Senior Revenue Analyst

Public Works Department

Cole Pihl, Water Resources Manager

b. PROCLAMATION - ANTI-HUMAN TRAFFICKING MONTH

The City Council will present a proclamation recognizing January 2024 as Anti-Human Trafficking Month. This item is for discussion only.

c. PROCLAMATION - HONORING MAYOR BILL BEDOYA

The City Council will present a proclamation remembering and honoring Mayor Bill Bedoya. This item is for discussion only.

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

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for 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 18, 2023 City Council meeting minutes. The Council will take appropriate action.

b. CALL AND NOTICE OF ELECTION

City Council will consider a request to: (a) call a Primary Election on August 6, 2024 and if necessary, a General Election on November 5, 2024; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - NUMBER 1 BUFFET & NUMBER 1 CAJUN SEAFOOD

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Guohui Chen for the sale of alcohol at Number 1 Buffet & Number 1 Cajun Seafood located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1012-0124 - TRAFFIC CONTROL DEVICE DEVELOPMENT AGREEMENT WITH IDM DEVELOPMENT, LLC

City Council will consider a request to adopt Resolution 1012-0124 approving a Traffic Control Device Development Agreement with IDM Development, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1013-0124 – INTERGOVERNMENTAL AGREEMENT WITH THE PHOENIX POLICE DEPARTMENT / ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

City Council will consider a request to adopt Resolution 1013-0124 authorizing an Intergovernmental Agreement (IGA) between the Avondale Police Department and the Phoenix Police Department/Arizona Internet Crimes Against Children (ICAC) Task Force and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1014-0124 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 12 SOLICITATION, CONFLICT OF INTEREST AND POLITICAL ACTIVITY

City Council will consider a request to adopt Resolution 1014-0124, amending the Personnel Policies and Procedures Chapter Policy 12, Solicitation, Conflict of Interest, and Political Activity to revise language regarding prohibition of political activity by employees and ensure the alignment of such policy with state and federal law and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. 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 at the southwest corner of Indian School Road and 99th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFFA) LOCAL 3924

City Council will consider a request to approve the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2024 through June 30, 2026 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. SENIOR SERVICES UPDATE

City staff will provide an update regarding the Avondale Senior Services Program. This item is for information and discussion only.

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.b.

SUBJECT: Proclamation - Anti-Human Trafficking Month

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Sandra Salas, 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 2024 as Anti-Human Trafficking Month. This item is for discussion only.

BACKGROUND:

The City of Avondale joins schools, churches, non-profit organizations, law enforcement, government partners and the NotInOurCity.org movement in our commitment to increase public awareness of the human trafficking epidemic that impacts our communities, state, nation, and world.

DISCUSSION:

Mayor and Council of the City of Avondale, Arizona do hereby proclaim January 2024 as Anti-Human Trafficking Month in Avondale.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a



Anti-Human Trafficking Month

January 2024

Whereas, human trafficking is a global plague that impacts millions of people each year, including tens of thousands of Americans; and

Whereas, the United States ranks as one of the worst countries globally for human trafficking; and

Whereas, Arizona ranks in the top 15 states with the highest rates of human trafficking per capita; and

Whereas, human trafficking impacts people across all demographics and ages, including teenagers and children; and

Whereas, the battle against human trafficking includes supporting efforts in schools, churches, non-profits, law enforcement, and businesses to prevent human trafficking; intervene, disrupt, and dismantle human trafficking syndicates; and provide resources to and support for victims of human trafficking.

Whereas, the City of Avondale joins schools, churches, non-profit organizations, law enforcement, government partners and the NotInOurCity.org movement in our commitment to increase public awareness of the human trafficking epidemic that impacts our communities, state, nation, and world.

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim January 2024 as:

Anti-Human Trafficking Month

I urge our resident and partners to work together to eliminate trafficking from our community and support the efforts of front-line organizations and law enforcement in their battle against human trafficking and to take a stand and say NOT IN OUR CITY!

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Honoring Mayor Bill Bedoya

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Director's Name, Position

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

The City Council will present a proclamation remembering and honoring Mayor Bill Bedoya. This item is for discussion only.

BACKGROUND:

Former Mayor Bill Bedoya passed away on November 25, 2023, at 97. He served Avondale from 1989 to 1996, leaving a lasting mark on our city.

Born in Liberty, Arizona, in 1926, Bill's journey was marked by resilience and a commitment to the community. From shining shoes on 6th Street to playing varsity baseball at Litchfield High School, Bill's roots ran deep in Avondale soil. After serving in the Army Air Corps, Bill returned to civilian life, contributing significantly to the Litchfield Naval Air Facility. In 1952, he married Lupe, building a life centered around love and service.

Bill's impact extended beyond his military and civilian service; he was a dedicated volunteer firefighter for 41 years and a respected Avondale City Council member before becoming mayor. His visionary economic development included the annexation of PIR and securing a ten-million-dollar federal grant for water and sewer systems in Cashion.

DISCUSSION:

The Mayor, Vice Mayor, and Council Members would like to honor Mayor Bill Bedoya for his profound contributions to Avondale's growth and prosperity.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a



PROCLAMATION

In Memory of Mayor Raymond William "Bill" Bedoya

October 24, 1926 – November 25, 2023

Whereas, William "Bill" Bedoya was born in Liberty, Arizona and moved to Avondale, Arizona as a young child, where Bill grew with pride of his heritage and Coldwater roots; and

Whereas, Bill attended Avondale Elementary School and was promoted to Litchfield High School where he was one of 22 students in the class of 1944; and

Whereas, Bill joined the Army Air Corps in 1945 and served in the Philippines for two years until his discharge in 1947;

Whereas, Bill worked as a civilian at the Litchfield Navel Air Facility in Goodyear restoring military aircraft and worked as a mechanic maintaining and repairing jet engines, including the F-16 Fighting Falcon;

Whereas, Bill got married to Lupe Murillo on July 26, 1952 and raised their four children in homes within Avondale;

Whereas, Bill stayed involved and active within the Avondale community – as a volunteer fire chief, a 41-year member of the Avondale Volunteer Fire Department and a 20-year member of Avondale's Planning and Zoning Committee;

Whereas, Bill served as a City Council Member from 1986 through 1989, serving two-years as Vice Mayor, and served as Mayor from 1990 to 1996;

Whereas, Bill's visionary economic development included the annexation of Phoenix International Raceway and securing a ten-million-dollar federal grant for water and sewer systems in Cashion;

Whereas, Bill passed away on November 25, 2023, leaving a lasting mark on the City;

NOW, THEREFORE, the Mayor and City Council of the City of Avondale, Arizona do hereby honor Mayor Bill Bedoya for his profound contributions to Avondale's growth and prosperity.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- 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:

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:

The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:

Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:

None

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution: Christopher Lopez; Edith Baltierrez; Donna Gardner

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 1/22/2024

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 18, 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 18, 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 18, 2023

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:02 p.m.

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

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

Members Absent (Excused): Council Member Gloria Solorio.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Barbara Copping, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Dale Nannenga, Public Safety Chief; Mark Neerings, Assistant Chief Information Officer; Jodie Novak, Development Services Director; Chris Pierson, City Clerk Specialist; Larry Rooney, Fire Chief; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

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

Upon vote, the motion carried unanimously 6 to 0.

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

a. MINUTES

City Council approved the October 23, 2023, November 6, 2023, and November 20, 2023 City Council meeting minutes.

b. APPOINTMENTS TO BOARDS AND COMMISSIONS

City Council approved the following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions with a modification and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

- Ryan Benson as an Alternate Member to the Planning Commission with a partial term to expire on 12/31/2024.
- Margarita Barron as a Regular Member to the Board of Adjustment with a full term to expire on 12/31/2026.
- Al Nunez as a Regular Member to the Sustainability Commission with a full term to expire on 12/31/2026.
- Daniel Smith-Castillo as an Alternate Member to the Sustainability Commission with a partial term to expire on 12/31/2024.
- Eddie James as an Alternate Member to the Neighborhood and Family Services Commission with a partial term to expire on 12/31/2025.

c. APPOINTMENT OF CHAIR AND VICE CHAIR TO THE PLANNING COMMISSION AND BOARD OF ADJUSTMENT

City Council (a) appointed Larry White as the Chair of the Planning Commission and Alisha Meginnis as the Vice Chair of the Planning Commission for the remainder of the 2024 calendar year; and (b) appointed Carolyn Jones as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2024 calendar year and authorized the City Clerk to execute the necessary documents.

d. BUDGET TRANSFER FOR POTENTIAL PURCHASE OF REAL PROPERTY IN THE VICINITY OF DYSART ROAD AND WESTERN AVENUE

City Council approved a budget transfer to create the appropriation of real property in the vicinity of Dysart Road and Western Avenue and authorized Finance and Budget Department staff to execute the necessary documents.

e. AUTHORIZATION TO PROCEED WITH ANNEXATION – TOLLESON UNION HIGH SCHOOL DISTRICT- APPLICATION PL-23-0266

City Council approved a request by Sandy Hayden of HILGARTWILSON, LLC, (on behalf of the property owner Tolleson Union High School District No. 214) to begin the annexation process of 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) and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

f. THIRD AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH ARIZONA COMPLETE HEALTH (AZCH)

City Council approved the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for the operation of the Arizona Complete Health Avondale Resource Center for the next (3) three calendar years and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1081-1223 - INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR, AND THE MARICOPA COUNTY SHERIFF'S OFFICE FOR THE SHARED MANAGEMENT AND USE OF THE SOUTHWEST FAMILY ADVOCACY CENTER

City Council adopted Resolution 1081-1223 authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center that permits the management and the shared use of the Center's facilities to provide services to victims of child physical and sexual abuse and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1082-1223 - ACCEPTANCE OF A COMMUNITY SERVICE BLOCK GRANT FROM MARICOPA COUNTY

City Council (a) adopted Resolution 1082-1223, authorizing the acceptance of the Grant in an amount not to exceed \$62,500.00; (b) approved the execution of a subrecipient agreement with Maricopa County relating to acceptance and administration of the Grant; and (c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1083-1223 - GRANT-IN-AID AGREEMENT WITH TOHONO O'ODHAM NATION

City Council a) adopted Resolution 1083-1223, accepting grant funding from the Tohono O'odham Nation in the amount of \$36,602.10 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement; b) authorized staff to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. THE DISTRICT AT CRYSTAL SPRINGS FINAL PLAT – APPLICATION PL-23-0032

City Council approved a request by Mandy Woods of Norris Design, on behalf of the property owner Rob Rosztoczy of Stotz Farms, Inc., for approval of a Final Plat for a site located at the southwest corner of McDowell Road and Avondale Boulevard (APN 500-01-600) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 45.47-acre parcel into five (5) lots and dedicates right-of-way along McDowell Road and Avondale Boulevard, an 8-foot-wide public utility easement (PUE) along McDowell Road and Avondale Boulevard, and a public water easement.

Note from the City Clerk: Agenda items 4a and 4b were presented together and voted on separately.

4. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1084-1223 - ASHLEY FURNITURE – MINOR GENERAL PLAN AMENDMENT – APPLICATION PL-21-0140

City Council held a public hearing and considered a request to adopt Resolution 1084-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to amend the 2030 General Plan Land Use Map for Ashley Furniture, a proposed office/industrial/retail campus development, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment (GPA), if approved, will amend the General Plan 2030 Land Use Map designation from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park.

Michelle Simerdla, Senior Planner with Development Services, provided an overview of the minor general plan amendment and rezoning for Ashley Furniture.

- The site is approximately 65.7 acres located at the northwest corner of 107th Avenue and Rosevelt Street. The property was annexed into the city in 1986 and is currently used for farming. The applicant is requesting to rezone the property from Avondale Gateway PAD to Ashley Furniture PAD. A comprehensive sign plan includes a freeway pylon sign.
- North of I-10 Freeway from west to east consists of C2 vacant land, C3 hospital, two medical facilities zoned PAD and a future commercial site zoned C3 and PAD. East of 107th Avenue are vehicle dealerships and the Avondale Auto mall PAD. South of Rosevelt Street are single family homes zoned Rosevelt Park PAD, vacant land zoned PAD, and multi-family communities zoned The BLVD. To the west is vacant land and Avondale Gateway PAD.
- Proposed uses include a call center, office space, light manufacturing and assembly, retail sales, warehousing, and distribution. The remaining vacant pads will have C3 Freeway Commercial uses.
- The Ashley Furniture component will follow Commerce Park Standard with the following deviations: reducing the rear building setback from 15 feet to 10 feet to accommodate a security building; a zero-foot internal building setback in case the project remains two parcels; and increase permitted parking by 388 spaces similar to

large format warehouses and the number of employees. The vacant pads will comply with C3 Freeway Commercial Standards.

- Current land use designations include High Intensity Office, Mixed Use, and Freeway Commercial. The proposed land use is Business Park to accommodate light manufacturing and corporate commerce uses, and Freeway Commercial to accommodate more intense uses of the freeways.
- An overview of the site plan was provided.
- The developer is required to construct a raised median on 107th Avenue between Dealer Drive and Rosevelt Street and a traffic signal at the intersection of 107th Avenue and Rosevelt Street. There will be two right-in and right-out driveways on 107th Avenue and four right-out and left-in driveways on Rosevelt Street with several deceleration lanes.
- A stipulation is that semi tractor-trailers and heavy trucks must enter the property on Rosevelt Street from 107th Avenue and shall not use Rosevelt Street west of 111th Avenue to enter and exit the property. This will prevent trucks from heading west on Rosevelt Street toward Avondale Boulevard.
- An 80-foot-wide landscaping buffer on Rosevelt Street will screen the truck parking area.
- Both requests result in development that is compatible with and complementary to existing uses in the area, provides an adequate buffer to the residential area south of Rosevelt Street, and will meet Commerce Park standards with requested deviations as well as C3 standards for Freeway Commercial site. This site's proximity to the freeway is ideal for this use.
- The rezoning and GPA meet all required findings and is consistent with many goals in the General Plan and Freeway Corridor Specific Plan, including prioritizing the City's appearance with I-10 Freeway, as well as growing Avondale's economy and employment base.
- A neighborhood meeting was held by Zoom on February 21, 2023, with no attendees. One comment was received on Avondale Connect suggesting the property be used for a grocery store. A public comment was received from a representative of The Village at The BLVD regarding buffering and truck traffic on Rosevelt Street. These concerns were addressed in a meeting with the representative, City staff, and the developer.
- On November 15, 2023, the Planning Commission voted 3-1 to recommend approval.

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

In response to Council Member Conde's questions, Ms. Simerdla stated both buildings will have loading docks on the east and west sides. Mr. Baugh stated the hours of operation have not been defined, but they plan to have two to three shifts. Trucks would not be entering and exiting during the overnight hours.

In response to Council Member White's questions, Ms. Simerdla explained the 10-foot setback is for a security building and clarified there is an approximate 312-foot setback on the west and 100-foot setback from Rosevelt Street. The stipulation noted in the staff

report that trucks must enter the property from 107th Avenue and not enter the property on Rosevelt Street from 111th Avenue was clarified. Mr. Corbin explained that state legislatures have advised cities and towns they cannot prohibit truck traffic on public rights-of-way. They can prevent and enforce trucks from parking in that area. There are no additional plans for industrial work in that area. Although Ashley Furniture will bring 900 jobs, an increase in traffic is not anticipated, but should it become an issue it can be addressed through alternative mechanisms.

In response to Council Member Nielsen's question, it was explained that detention basins detain water and retention basins let water out slowly.

Vice Mayor Pineda moved to adopt Resolution 1084-1223, approval of Application PL-21-0140 a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the Land Use designation of the subject property from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 1.

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

b. PUBLIC HEARING AND ORDINANCE 2073-1223 - ASHLEY FURNITURE – REZONING – APPLICATION PL-21-0141

City Council held a public hearing and considered a request to adopt Ordinance 2073-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to rezone approximately 75.7 gross acres of land located at the northwest corner of Roosevelt Street and 107th Avenue from the Avondale Gateway Center Planned Area Development (PAD) to the Ashley Furniture PAD, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed PAD will allow for office/industrial/retail campus development. There is an accompanying request to change the General Plan land use designation from High Intensity Office, Mixed Use, and Freeway Commercial to Business Park.

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

Council Member Pineda moved to adopt Ordinance 2073-1223, approval of Application PL-22-0141 Ashley Furniture, a request to rezone approximately 75.7 gross acres of land located at the northwest corner of Roosevelt Street and 107th Avenue from Avondale Gateway Center Planned Area Development (PAD) to Ashley Furniture PAD, subject to eight (8) conditions as listed below; Council Member Malone seconded the motion.

1. Development shall generally conform to the Ashley Furniture Planned Area Development (PAD) Narrative date stamped 11/7/23 (Exhibit D), except as modified by these conditions.
2. Approval and recordation of a Final Plat/Minor Land Division, creating commercial pads adjacent to 107th Avenue in accordance with the PAD, and dedicating all rights-of-way and easements needed to accommodate development of the site shall be required prior to issuance of any permits for the project.
3. Prior to the issuance of a Certificate of Occupancy for the Ashley Furniture project, the developer shall complete the installation of a “trumpet style” traffic signal at the intersection of Roosevelt Street and 107th Avenue.
4. The City shall reimburse the Developer for 75 percent of the design, engineering, and construction costs associated with the traffic signal at the intersection of Roosevelt Street and 107th Avenue. Developer shall submit a full summary of costs for the traffic signal along with supporting documentation including but not limited to material and equipment invoices, labor costs, and subcontractor pay applications. Reimbursement shall occur within 60 days after final inspection and acceptance of traffic signal review and acceptance of the cost summary by the City of Avondale.
5. The following street improvements shall be completed by the Developer in the first phase of the project, prior to issuance of a Certificate of Occupancy or Certificate of Completion for the project:
 - a. The remaining arterial half-street improvements shall be constructed along the full length of the subject parcel on 107th Avenue, including the construction of a raised median with landscaping between Dealer Drive and Roosevelt Street. The median shall be designed to eliminate left-out movements at Dealer Drive and the project’s main entrance on 107th Avenue. The City shall coordinate with private ownership to re-stripe Dealer Drive so the left turn lane is removed.
 - b. Roosevelt Street shall be built to the City of Avondale Detail A1102 - Minor Collector. The developer shall construct the north half-street improvements from 107th Avenue to 111th Avenue.
 - c. The developer shall provide one (1) travel lane a minimum of 12-feet-wide in each direction between Roosevelt Parkway and 111th Avenue with appropriate shift/merge taper lengths. If additional right-of-way is needed to meet aforementioned roadway pavement requirements, City will assist in south half-street right-of-way acquisition along the Avondale (2010) Holdings’ parcel. Said right-of-way acquisition shall not delay issuance of certificate of occupancy or completion.
 - d. The final driveway locations shall meet the requirements in the City’s General Engineering Requirements Manual.

6. Developer acknowledges that Roosevelt Street serves as a residential collector west of 111th Avenue. Developer shall inform its delivery vendors, customers, and contractors that semi tractor-trailers and heavy trucks should enter its property on Roosevelt Street from 107th Avenue and shall not use Roosevelt Street west of 111th Avenue to enter and exit its property.
7. Signage shall conform to the Ashley Furniture Comprehensive Sign Plan (CSP) and Narrative date stamped September 24, 2023 (Exhibit F). The CSP includes approval of a Freeway Pylon Sign Exception to allow an electronic message display consistent with the Avondale Zoning Ordinance criteria.
8. 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 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	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

None

6. DISCUSSION ITEM(S)

City staff presented an update on the City's financials and sought the Council's feedback on the FY2025 budget. This item was for discussion and feedback only.

Renee Weatherless, Finance and Budget Director, presented the following:

- An overview of FY2023 revenues and expenditures, highlighting the revenues and expenditures, and noting the ending General Fund balance was \$120 million. The largest contributor to the General Fund revenue was contracting sales tax revenue that cannot be counted on and must go into one-time spending accounts.
- FY 2024 overview looking at actuals through November 2023 and comparing them to FY 2023 actuals through November 2022.

In response to Council Member questions, the water revenue was discussed, noting it is lower than budgeted strictly due to a new forecasting system, but is balancing out as the forecasting model is being adjusted going forward. There will be a water presentation at the February meeting that will answer many of the water usage questions.

- Sales Tax Revenue:

- The largest revenue source is sales tax, which is trending above budget and last year, but property sales tax, which was not included in the original adopted budget, contributes \$2.9 million to the \$4.1 million in revenues.
- Contracting sales tax continues to hold strong, which is one-time revenue, while retail has decreased. This will continue to be monitored for potential adjustment to ongoing expenditures.
- A look at the five-year history shows the intended down trending budget but the strong contracting sales tax is driving the variance for a positive budget.
- State shared revenue is trending to be higher than FY 2023
- Single family permits is straightlined with approximately 50 permits per month.

In response to Mayor Weise's statement, Mr. Corbin explained the 0.4 increase in revenue over FY 23 is considered flat because in prior years it has been 4-8%. The City must be careful with reoccurring expenses.

In response to Council Member Nielsen's question, Mr. Corbin explained the rental tax will end as of January 1, 2025, and the City will lose \$2 million in revenue for FY 2025 and \$4 million in FY 2026.

- Operating Expenses:
 - Expenditures are up compared to last year, but down compared to the budget
 - Assumptions in FY 2024 5-Year Forecast:
 - 5% pay increases for staff
 - Compensation increases for sworn staff
 - Updated revenue forecast
 - Take-home vehicle program
 - Projected capital increases
- General Fund Forecast:
 - This is the first time ongoing revenue will be less than expenses, with a deficit projected in FY 2026 and 2027. Ongoing expenditures and revenue are projected to come back with increased revenues in FY 2028 and 2029. Conservative budget decisions will need to be made.
 - One-time revenue will always show a peak that reflects ongoing capital projects that have been appropriated for. It is anticipated the CIP projects will exceed the one-time funds and the fund balance will drop to an all-time low in FY 2029. Hard decisions will need to be made during the FY 2025 budget cycle for ongoing and one-time expenses.
- FY 2025 Overview:
 - The biggest decision to be made to meet the financial policies for a balanced total budget is whether to use one-time funds to fill the FY 2026 – 27 two-year gap or begin investigating other investments in the upcoming fiscal year.

- CIP projects will be looked at to determine if there is a way to spend appropriated funds, eliminate the yearly peak, and better manage cash flow.
- Employee compensation increases every year and is ongoing to address retention.
- Develop long-term financial plans for future projects
 - Determine priorities, financing options, and generating more revenue
- Other considerations were reviewed, including pensions, inflationary increases, economic downturns, developmental revenue, and legislation.

Another budget discussion will be held at the March meeting; the City Manager's recommended budget will be presented in April; the tentative budget will be presented for adoption in May, and the final budget will be presented for adoption in June.

Mayor Weise commented on the state income tax that has been decreased to a flat tax and the \$900 million state deficit. It is anticipated that cities revenue from HURF and food tax will be impacted to address the state deficit. Mr. Corbin noted if the food tax is impacted it could cut another \$10 million in recurring revenue for FY 2026 & 27.

Mayor Weise discussed the economic development and increased revenue SR30 would bring but not until FY 2029/30 and the need to find revenue sources before then, especially as the City of Avondale moves closer to being built out.

Council Members commented on the need to be conservative, limit use, and decrease one-time spending, particularly upon completion of the Aquatic Center.

Robert Baer, Budget Manager, provided an overview of economic data for Arizona and how it relates to the City of Avondale.

- All major revenue sources in the city are dependent on the overall health of the economy. Currently the state is facing a budget shortfall because of implementing additional programs and a flat tax, which is affecting revenues collected by the state.
- There is a 1.5% personal income growth, which is positive, but less than the five to ten year average.
- Unemployment remains steady at 4%.
- Inflation is lower than it has been in several years and the targeted inflation rate is 2%.
- Single family home permits slowed down, but are picking up in the metropolitan areas.
- 30-year mortgage interest rates are the highest they have been in decades.
- Median home prices remain high and higher than the national average.
- Hotel room sales in Ariona is the highest it has been.

James Milanese, City Projects Administrator, presented the following:

- Overview of completed CIP projects
- Overview of current CIP projects
- Overview of upcoming CIP projects
- Proposed January budget transfer requests
- Overview of \$190 million CIP funds and the \$18 million spent as of December 12, 2023.

- Smoothing out CIP projects
 - The goal and commitment are to not carry large sums of money over year to year to make it easier to program out and know how much money will be spent in future years
- Overview of priorities
- Overview of FY 2025 projects
 - Be prepared with designs and supplies so projects can start on schedule
- Overview of FY 2025 anticipated adjustments
- Overview of FY 2025 new asks

In response to Council Member questions, it was noted the fire training tower is a top priority and a current estimate is \$2.5 million to tear down the deteriorating building and construct a new one. A mobile fire tactics simulator and paramedic simulation lab are being purchased and will become part of the training process. The process for encumbering funds for design, engineering, and construction were reviewed. There is a proposal for a needs assessment for space. The court expansion would create a traditional jury room with bathroom access and include audio/visual equipment to be used for training when not utilized by the jury.

Ron Corbin, City Manager, presented the following:

- Ongoing City Budget Priorities
 1. Personnel
 - Be competitive and introduce programs to attract and retain staff
 - Do better with what we are currently doing
 - Discuss the need for any position not filled
 - Funding programs to ensure meeting the demands of our customers and IT
 2. Maintaining Current Programs
 - Positions funded by ARPA are moving into General Fund
 - \$300,000 previously funded in other ways to address homelessness will be moved into the General Fund
 - Increased cost with tipping fees associated with recycling
 3. New or Expanding Programs
 - WeRide Transportation expansion of hours/locations
 - Summer youth camp
 - Seeking funding for trails
- One-Time City Budget Priorities
 1. Continue / finish projects
 2. Replacement programs
 - Fire apparatus is a \$4.2 million ask
 - New payroll and plan/permit systems is a \$1.5 million ask
 3. Infrastructure
 - \$2.1 million to improve intersections
 - \$250,000 for sidewalk improvements
 - \$25 million inflation increase for Public Works

4. New Requests

A space needs assessment will be conducted

Discussed options related to restoring the Base and Meridian Wildlife Area

The beginnings of a balanced budget along with benefits and HR matters will be presented in March.

Council Members discussed their priorities with infrastructure, public safety, and personnel being at the top. Including focusing on aligning the priorities with the strategic plan and being prepared to handle added strain on the system. Use an inside out approach by looking inside this organization and determining through leadership where money needs to be spent. Mr. Corbin noted they are investing in current infrastructure, buildings, uses, et cetera, and have been prioritizing those needs.

7. ADJOURNMENT

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

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

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

Meeting adjourned at 8:25 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 18th 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: Call and Notice of Election

MEETING DATE: 1/22/2024

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:

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

PURPOSE:

City Council will consider a request to: (a) call a Primary Election on August 6, 2024 and if necessary, a General Election on November 5, 2024; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election. The Council will take appropriate action.

BACKGROUND:

The terms for Mayor and Council Member expire in December of 2024. Therefore, a nonpartisan candidate Primary Election, and a possible run-off General Election, will be conducted to fill the upcoming vacancies.

DISCUSSION:

Primary Election: Tuesday, August 6, 2024

Voters will vote on the following issues:

- Mayor and three council members *

General Election: Tuesday, November 5, 2024 (if necessary)

Voters will vote on the following issues:

- Mayor and three council members (if necessary) *

**Any candidate receiving a majority of all votes cast at the Primary Election will be declared elected without running at the General Election.*

BUDGET IMPACT:

The costs associated with the 2024 elections are included within the City Clerk's Office's adopted budget.

RECOMMENDATION:

Staff recommends approval of the call of a nonpartisan candidate Primary Election on August 6, 2024 and if necessary, a nonpartisan candidate runoff General Election on November 5, 2024; authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and authorize the City Clerk and City Attorney to take all action necessary to conduct the election.

Contact person for document distribution:

ITEM NUMBER: 4.c.

SUBJECT: Series 12 (Restaurant) Liquor License - Number 1 Buffet & Number 1 Cajun Seafood

MEETING DATE: 1/22/2024

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:

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

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Guohui Chen for the sale of alcohol at Number 1 Buffet & Number 1 Cajun Seafood located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Number 1 Buffet & Number 1 Cajun Seafood is a new business located at 10125 West McDowell Road in Avondale. This site was the former home to Claim Jumper in the Gateway Crossing Shopping Center. The property is zoned Gateway Crossing Planned Area Development (PAD) and restaurants are a permitted use in this PAD.

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

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Guohui Chen for the sale of alcohol at Number 1 Buffet & Number 1 Cajun Seafood located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents.

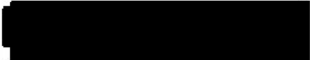
Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 12/05/2023 @ 09:47:30 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	NUMBER 1 BUFFET & NUMBER 1 CAJUN SEAFOOD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	10125 W MCDOWELL ROAD AVONDALE, AZ 85392 USA		
Mailing Address:	 USA		
Phone:	(623)323-1111		
Alt. Phone:			
Email:			

AGENT

Name:	GUOHUI CHEN
Gender:	Male
Correspondence Address:	

Phone:	
Alt. Phone:	
Email:	

OWNER

Name: JACKPOTS MANAGEMENT LLC
Contact Name: GUOHUI CHEN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23513974 State of Incorporation: AZ
Incorporation Date: 04/11/2023
Correspondence Address: [REDACTED]

PHOENIX, AZ 85028
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
MEIHUA CHEN	Mgr-Member	80.00
MING YU ZHANG	Mgr-Member	20.00

JACKPOTS MANAGEMENT LLC - Mgr-Member

Name: MING YU ZHANG
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85028
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

JACKPOTS MANAGEMENT LLC - Mgr-Member

Name: MEIHUA CHEN
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85028
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 266033
Application Type: New Application
Created Date: 11/08/2023

Chay

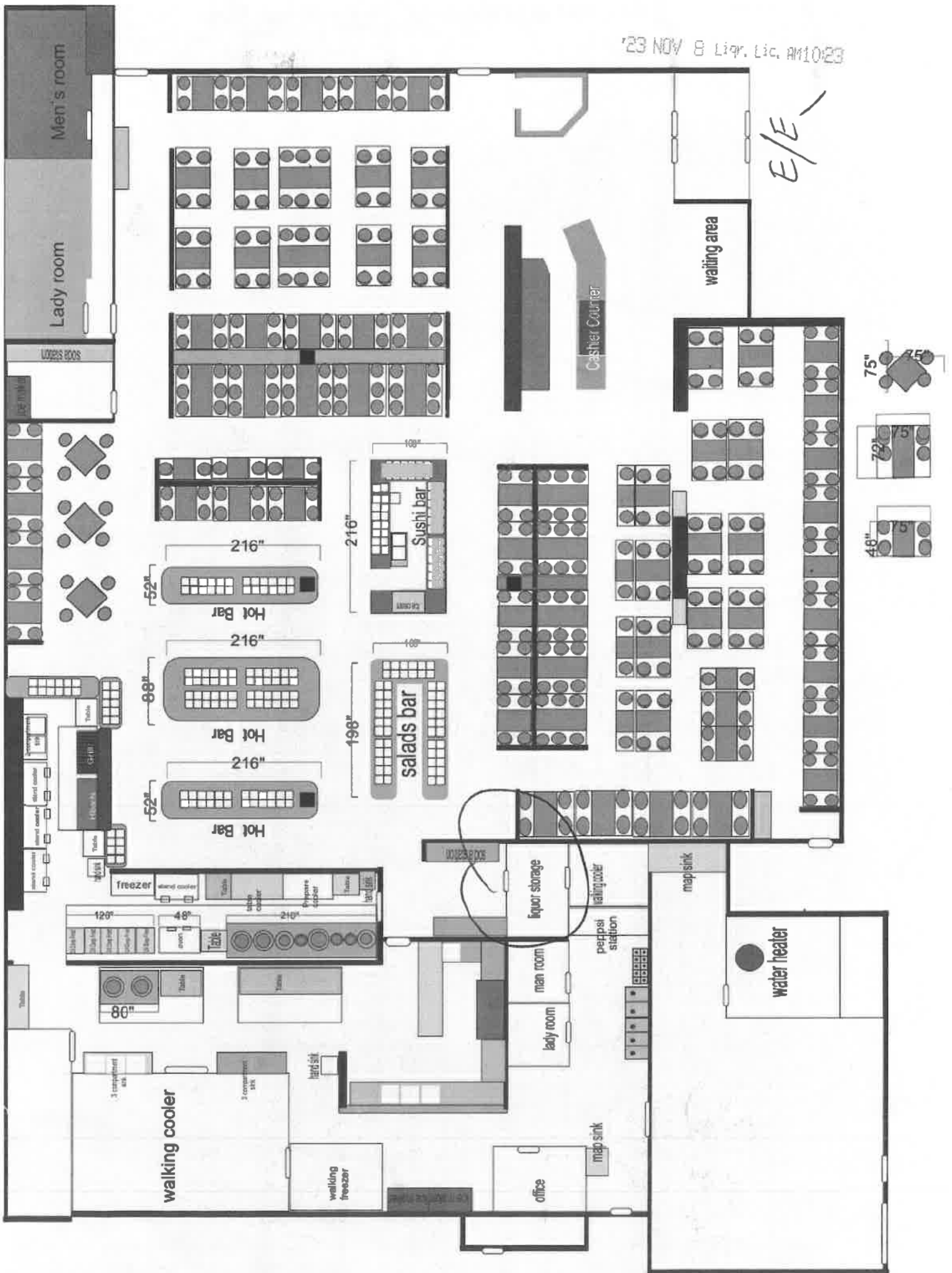
QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
ADDITIONAL 8% OF BASE RENT
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/15/2023
- 9) What type of business will this license be used for?
RESTAURANT

23 NOV 8 Ligr. Lic. AM1023

E/E





RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): Number 1 Buffet & Number 1 Cajun Seafood

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	4 foot Grill x1
Oven	Double Size oven x1
Freezer	Under Table Freezer Warden. x1
Refrigerator	Warden. Double Door x2
Sink	Bar Sink x1 at Cashier Counter
Dish Washing Facilities	2 Colan's Double
Food Preparation Counter (Dimensions)	6 foot Stainless Table x3
Other	

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 10 %

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

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

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

a) Restaurant dining area of your premises:

[343]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area

[+ None]

TOTAL [= 343]

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

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

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

6 TV

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

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

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	1
Hostesses	1
Managers	1
Servers	6
Other ()	
Other ()	
Other ()	

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

Applicant Signature:

[Redacted Signature]

SOFT DRINK Or Bottle Water \$2.79

- **Pepsi**
- **Sirra Mist**
- **Orange Crush**
- **Diet Pepsi**
- **Raspberry Tea**
- **Pink Lemondale**
- **Dr. Pepper**
- **Ice Tea**
unsweetened

BAR DRINK

Draft Beer

	16oz	24oz
Coorslight	\$5.25	\$8.25
Kirin	\$5.95	\$8.95
Modelo	\$5.95	\$8.95
BlueMoon	\$5.95	\$8.95
FourPeak kilt lifter	\$5.95	\$8.95
PAPAGO ORANGE	\$5.95	\$8.95
Dragoon IPA	\$5.95	\$8.95
SCULPIN IPA	\$5.95	\$8.95
Santan Juicy IPA	\$5.95	\$8.95
Alaskan Amebr	\$5.95	\$8.95
Huss Scottsdale Blonde	\$5.95	\$8.95
College St. Big Blue Van	\$5.95	\$8.95

Bottle Beer

Budlight • Budweiser • Miller Lite	\$3.75
TsinTao • Heineken • Corona	\$4.75
Sapporo 12oz \$4.75 20oz	\$6.75
Hop knot IPA • WowWheat Ale	\$5.75

Special Beer (bottle 12oz) \$6.75

Lucky Dog • Lucky Cat • Lucky Chicken

Cocktail

• Mimosa	\$5.95	• SexBeach	\$6.95
• Margarita	\$5.95	• Bloody Mary	\$7.95
• MaiTai	\$5.95	• Harbor Lady	\$7.95
• Long Island IceTea	\$6.95		
• Martini (Apple/Lemon Drop/Vodka)	\$5.95		

House Wine

	Glass	Bottle
Red-Merlot	\$6.95	\$29.95
White-Chadonnay	\$6.95	\$29.95
Plum Wine	\$7.95	\$29.95

Hot Sake

3.25oz	\$5.00	5.25oz	\$7.95
--------	--------	--------	--------

Sake Bomber \$8.50

Hana flavor Sake (375ml Bottle) \$11.95

• White Peach • Lychee • Fuji Apple

JinGo Sake (10.2 OZ Bottle) \$16.95

Liquor

	Single	Double
Regular	\$5.95	\$9.95
Macallen	\$9.95	\$15.95

Shooter (Tequila/Vodka) \$3.95

Asian Cuisine Nice Bowl Dinner Box

All Nice Bowl Dinner Box Come With White Rice, Apples 100% Upgrade to Egg Fried Rice

Fried Rice & Lo Mein

Chicken Or Pork Or Vegetables	\$6.25
Beef Fried rice Or Lo Mein	\$6.75
Shrimp Fried rice Or Lo Mein	\$7.25
House Fried rice Or Lo Mein	\$7.75
come with chicken, pork and shrimp.	

CHICKEN

Chicken Vegetables	\$8.75
Tender pieces of white meat chicken sauteed with fresh vegetables.	
Chicken Broccoli	\$8.75
Sliced tender chicken with mushrooms, chestnuts in chef's wine sauce	
Spicy Chicken	\$8.75
Chicken sauteed with dried chilies, bell peppers, mushrooms and water chestnuts in a spicy brown sauce	

Kung Pao Chicken	\$8.75
Diced tender chicken with chili peppers, vegetables and red peanuts, spicy	
Moo Go Gai Pan	\$8.75
Chicken sauteed with assortment of vegetables and mushroom in white sauce	
Honey Crispy Chicken	\$8.75
Deep fried tender chicken dredged into sweet honey sauce, sesame seed on top.	

Orange Chicken	\$8.75
Deep fried chicken sauteed in an orange flavored sauce	
Sesame Chicken	\$8.75
Marinated tender breast, battered, fried golden brown. Served with tangy sauce.	
General Tso Chicken	\$8.75
Marinated tender breast, battered, fried golden brown in spicy and sweet sauce. Spicy	

Black Pepper Chicken	\$8.75
Diced tender white meat of chicken sauteed with fresh vegetables in black pepper sauce.	
Lemon Chicken	\$8.75
Deep fried white meat chicken served in chef's lemon sauce	
Sweet & Sour Chicken	\$8.75
Deep fried golden brown sauteed with pineapple, onion, bell peppers and carrots in sweet and sour sauce.	

BEEF	
Mongolian Beef	\$9.25
Sliced tender beef tossed with green onions and with onion in sweet soy sauce.	
Beef Broccoli	\$9.25
Sliced tender beef sauteed with broccoli, mushroom and water chestnuts.	
Black Pepper Steak	\$9.25
Diced tender beef sauteed with fresh vegetables in black pepper sauce.	
Kung Pao Beef	\$9.25
Sliced tender beef with chili peppers, vegetables and roast peanuts, spicy.	
Spicy Beef	\$9.25
Beef sauteed with dried chilies, bell peppers, mushrooms and water chestnuts in spicy brown sauce, spicy.	

Asian Cuisine Nice Bowl Dinner Box

All Nice Bowl Dinner Box Come With White Rice, Apples 100% Upgrade to Egg Fried Rice

Seafood

Three Kings Delight	\$9.75
Shrimp, beef and chicken sauteed with vegetables in spicy brown sauce. Spicy	
Shrimp Chop Suey	\$9.75
Shrimp sauteed with assortment of vegetables in a brown sauce. Spicy	

Shrimp vegetables	\$9.75
Fresh shrimp sauteed with assortment of vegetable in chef's wine sauce	
Hot Garlic Shrimp	\$9.75
Fresh shrimp sauteed with zucchini and onion in chef's hot garlic sauce.	
Spicy shrimp	\$9.75
Fresh shrimp sauteed with assortment of vegetables in hot spicy sauce, spicy.	

Orange Shrimp	\$9.75
Fresh shrimp, battered, fried golden brown. Served with tangy sauce.	
Coconut Shrimp	\$9.75
Fresh shrimp, battered, fried golden brown. Served with coconut milk sauce.	
Salt & Pepper Shrimp	\$9.75
Fresh shrimp, battered, fried golden brown with shell. Served with salt & pepper.	

Kung Pao Chicken & Shrimp	\$9.75
Fresh shrimp, tender pieces of white meat chicken sauteed with fresh vegetables	

Deep fried Sushi

Fire Roll	\$9.75
Salmon, crabmeat, cucumber inside, deep fried. Top with spicy mayo sauce.	
Las Vegas Roll	\$9.75
Eel, cream cheese, crabmeat, shrimps inside, deep fried, top with eel sauce.	

Healthy Menu

Steamed Mixed Fresh Vegetable	\$7.75
Steamed only, no rice. Vegetarian.	
Steamed vegetables with chicken	\$8.75
Steamed only, no rice.	
Steamed vegetables with shrimp	\$9.75
Steamed only, no rice.	

Local
Postal Customer



Scan Me

PRSR STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL



Seafood Grill, Sushi, Asian Style, More

OPEN DAILY

Monday-Thursday	11:00am- 9:30pm
Friday & Saturday	11:00am-10:00pm
Sunday	11:00am- 9:30pm

N. 99th Ave.

Number 1 Buffet

USE ABOVE ADDRESS

I-10

10125 W. McDowell Rd
Avondale, AZ 85392

Phone Call 623.4789888

Bar Drink



Draft Beer

16oz 24oz

Coorslight	\$5.25	\$8.25
Kirin	\$5.95	\$8.95
Modelo	\$5.95	\$8.95
BlueMoon	\$5.95	\$8.95
FourPeak kilt lifter	\$5.95	\$8.95
PAPAGO ORANGE	\$5.95	\$8.95
Dragoon IPA	\$5.95	\$8.95
SCULPIN IPA	\$5.95	\$8.95
Santan Juicy IPA	\$5.95	\$8.95
Alaskan Amebr	\$5.95	\$8.95
Huss Scottsdale Blonde	\$5.95	\$8.95
College St. Big Blue Van	\$5.95	\$8.95



Bottle Beer

Domestic Beer(12oz)----- \$4.00

- Budlight • Michelob Utral
- Budweiser • MillerLite

Domestic Beer(12oz)----- \$5.00

- TsinTao • Heineken • Corona
- Kirin Light • Dos XX
- Sapporo 12oz \$5.00 20oz \$7.50
- Cass 12oz \$5.00 20oz \$7.50

Cocktail

Blend +\$1.00



- Mimosa \$7.95 • SexBeach \$8.95
- Margarita \$7.95 • Bloody Mary \$9.95
- MaiTai \$7.95 • Harbor Lady \$9.95
- Long Island IceTea \$7.95 • Strawberry Dq \$9.95
- Tequila Sunrise \$7.95 • ScewDriver \$7.95
- Michelada(Mecican Bloody mary) \$12.95
- Martini (Apple/Lemon Drop/Dirty Vodka) \$7.95



House Wine

Glass Bottle

- Red-MerLot \$7.95 \$39.95
- White-Chardonnay \$7.95 \$39.95
- Plum Wine \$8.95 \$49.95

Hot Sake



Regular 3.25oz \$5.00 Sake Bomber \$8.50

Large 5.25oz \$7.95 Soju \$13.00

Hana flavor Sake (375ml Bottle) \$13.95

- White Peach • Lychee • Fuji Apple

GinJo Sake (10.2 OZ Bottle) \$19.95

LIQUOR

Single Double

\$5.95 \$9.95
Macallen Macallen
\$9.95 \$15.95



Shot (Tequila/Vodka) \$3.95

- Oyster Shooter \$8.95



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with **Black Ink**

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

Number 1 Buffet & Number 1 Cajun Seafood

1. Name of restaurant (Please print):
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
12. **Tax Records**
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

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

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

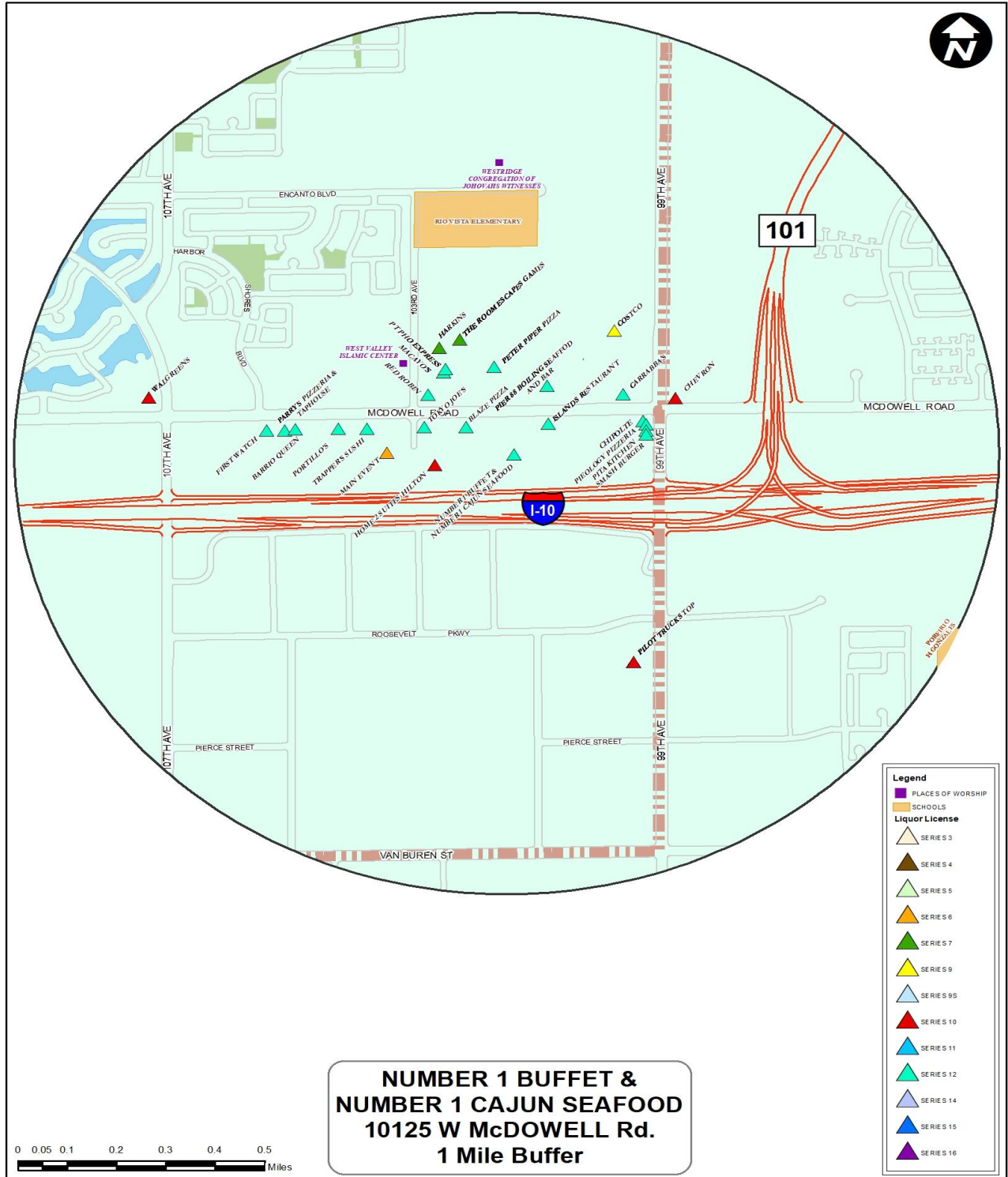
- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor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

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

Applicant Signature: _____

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

GIS MAP



LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Guohui Chen
Business Name	Number 1 Buffet & Number 1 Cajun Seafood
Business Address	10125 W McDowell Rd. Avondale, AZ 85323
Department Comments	
The subject site is zoned Gateway Crossing Planned Area Development (PAD). Restaurants are a permitted use in this PAD.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Catherine Lorbeer</u> Catherine Lorbeer (Dec 12, 2023 07:53 MST) E-Signature <u>Catherine Lorbeer</u> Name	<u>Deputy Director of Planning</u> Title <u>Dec 12, 2023</u> Date

This license is scheduled for the City Council Meeting on: Jan. 22, 2024

Please complete form by: Jan. 15, 2024

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Guohui Chen
Business Name	Number 1 Buffet & Number 1 Cajun Seafood
Business Address	10125 W McDowell Rd. Avondale, AZ 85323
Department Comments	
All business license requirements have been met.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u>Audrey Tijerina</u> Audrey Tijerina (Dec 13, 2023 09:37 MST)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Dec 13, 2023</u>
Name	Date

This license is scheduled for the City Council Meeting on: **Jan. 22, 2024**

Please complete form by: **Jan. 15, 2024**

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Guohui Chen
Business Name	Number 1 Buffet & Number 1 Cajun Seafood
Business Address	10125 W McDowell Rd. Avondale, AZ 85323
Department Comments	
No comments.	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 L. Scott Miller (Dec 19, 2023 08:48 MST)	Fire Marshal
E-Signature	Title
L. Scott Miller	Dec 19, 2023
Name	Date

This license is scheduled for the City Council Meeting on: **Jan. 22, 2024**

Please complete form by: **Jan. 15, 2024**

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Guohui Chen
Business Name	Number 1 Buffet & Number 1 Cajun Seafood
Business Address	10125 W McDowell Rd. Avondale, AZ 85323
Department Comments	
The application was reviewed for the area of responsibility and found to be in compliance.	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 Mathew Hintz (Jan 2, 2024 10:43 MST) _____ E-Signature	Police Lieutenant _____ Title
Mathew Hintz _____ Name	Jan 2, 2024 _____ Date

This license is scheduled for the City Council Meeting on: **Jan. 22, 2024**

Please complete form by: **Jan. 15, 2024**

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1012-0124 - Traffic Control Device Development Agreement with IDM Development, LLC

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Resolution 1012-0124 approving a Traffic Control Device Development Agreement with IDM Development, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On August 14, 2017, City Council passed and adopted the Virtua99 Avondale Planned Area Development via Ordinance No. 1633-817. One of the Ordinance's stipulations required Virtua99, now called Avondale Station, to contribute 50 percent of the cost for the design and construction of a future traffic signal located at Encanto Boulevard and 99th Avenue. The City collected this signal contribution (\$300,000.00) from the developer of Avondale Station on August 4, 2022.

DISCUSSION:

IDM Development, LLC (IDM) is developing Meritum Sheely Farms Apartments on the east side of 99th Avenue at Encanto Boulevard. This development is within the City of Phoenix and IDM will be required to build Encanto Boulevard east of 99th Avenue. The City of Avondale's Engineering Department requested IDM to contribute to the Encanto Boulevard traffic signal since their development's Traffic Impact Analysis required IDM to construct a signal at this intersection also. IDM has agreed to contribute \$300,000.00 for their share of the design and construction costs of this traffic signal. Staff will invoice IDM for their share of the signal costs

after adoption of this Development Agreement. The City will design, construct, operate and maintain this traffic signal, and it is anticipated that construction of the signal will commence in June 2025.

BUDGET IMPACT:

The City will have collected \$600,000 from both developers after execution of the Development Agreement. These funds will be located in Project T0206, Traffic Signal - 99th Avenue and Encanto Boulevard. The Engineering Department anticipates that no City funds will be required for the design and construction of this signal.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution approving a Traffic Control Device Development Agreement with IDM Development, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich

RESOLUTION NO. 1012-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH IDM DEVELOPMENT, LLC. FOR THE TRAFFIC CONTROL DEVICE LOCATED AT 99TH AVENUE AND ENCANTO BOULEVARD.

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

SECTION 1. The Development Agreement with IDM Development, LLC for the traffic control device located at 99th Avenue and Encanto Boulevard (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and its related documents 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 22, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1012-0124

[Agreement]

See following pages.

**TRAFFIC CONTROL DEVICE
DEVELOPMENT AGREEMENT BETWEEN
IDM DEVELOPMENT, LLC
AND THE CITY OF AVONDALE**

.....

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this _____ day of January, 2024 (the “Effective Date”), by and between the CITY OF AVONDALE, an Arizona municipal corporation (the “City”) acting by and through the Council of the City (the “Council”) and IDM Development, LLC, an Arizona Limited Partnership, (the “Developer”). The City and the Developer are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

A. ARIZ. REV. STAT. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the development of such property.

B. The Developer intends to own certain real property located at the southeast corner of 99th Avenue and Encanto Boulevard. The City intends to install a traffic control device to regulate traffic at the intersection of 99th Avenue and Encanto Boulevard. At the time of development, Developer will be required to construct certain improvements under the codes and guidelines of the City of Phoenix. However, since the proposed signal will be owned and operated by Avondale, Developer is required to participate in the cost of the construction of the proposed signal. The property is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

C. Completing the traffic control device improvements required for the intersection of 99th Avenue and Encanto Boulevard fronting Developer’s property is in the City’s interest in facilitating complete streets.

D. The City has determined that this Development Agreement will result in significant planning, economic and other public purpose benefits to the City and its residents by, facilitating the construction of complete traffic control device improvements on 99th Avenue improving north-south access.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, in order to facilitate development of the Property by providing for, among other things (i) conditions, terms restrictions and requirements for the Property, (ii) the permitted uses for the Property and (iii) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

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

1. Development of the Traffic Signal Infrastructure.

1.1 Public Procurement. The City and the Developer each confirm that any procurement related to the Traffic Signal Infrastructure shall be performed in a manner as prescribed by law, for all architects, engineers, contractors and other professionals as are necessary to design, construct and install the Traffic Signal Infrastructure.

1.2 Design; Construction Plans. The City shall be responsible for providing the design of the Traffic Signal Infrastructure. The Developer shall have no liability to the City under any contract with respect to the design of the Traffic Signal Infrastructure. The plans, specifications, and other construction documents for the Traffic Signal Infrastructure shall be the responsibility of the City. The Developer shall have the opportunity to comment on the final plans and specifications for the Traffic Signal Infrastructure. If the City receives no comments on the final plans and specifications within ten (10) calendar days following delivery to the Developer, the Developer will be deemed to have approved the final plans and specifications (such approved plans and specifications are referred to herein as the “Construction Plans”).

1.3 Construction.

A. The City shall generally be responsible for the construction of the Traffic Signal Infrastructure. The projected total cost of the Traffic Signal Infrastructure is Six Hundred Thousand and no/100 dollars (\$600,000.00). The construction contract shall comply with the provisions of ARIZ. REV. STAT., Title 34. The City shall be the obligated party under the construction contracts for the Traffic Signal Infrastructure. The Developer shall have no liability under the contracts relating to the construction of the Traffic Signal Infrastructure on or within City right-of-way.

B. Construction of the Traffic Signal Infrastructure will require a Temporary Construction Easement granted by the Developer or owner of the Property, in substantially the form attached hereto as Exhibit B and incorporated by reference. If the Developer is not the owner of the Property at the time of construction, the Developer agrees to assist the City in obtaining the required Temporary Construction Easement from the owner within fifteen (15) days of receiving a written request from the City.

1.4 Reimbursement for Construction.

A. The City has procured and will proceed with construction of the Traffic Signal Infrastructure in connection with planned capital improvements to 99th Avenue in the same area. Developer agrees to contribute the sum of Three Hundred Thousand Dollars (\$300,000.00) (“Developer Contribution”) for its pro rata share of the cost of the Traffic Signal Infrastructure. Developer shall make the Developer Contribution no later than January 31, 2024.

Upon receipt of the Developer Contribution, the City shall provide Developer with a receipt for the Developer Contribution. The Developer Contribution shall be non-refundable should Developer sell the property.

2. Ownership; Maintenance. Upon satisfactory completion and acceptance of the Traffic Signal Infrastructure, the City shall own the Traffic Signal Infrastructure, excluding any traffic control striping located outside the City's right-of-way. With the exception of any traffic control striping located outside the City's right-of-way, the City shall be solely responsible for all required maintenance and repairs to the Traffic Signal Infrastructure as well as all costs associated with such maintenance and repairs.

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

4. Insurance. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program may fulfill the insurance requirement.

5. Term and Payment. The term of this Agreement shall be effective until the completion of Traffic Signal Infrastructure, including completion and acceptance of the Traffic Signal Infrastructure by the City.

6. Termination.

6.1 Default. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either Party for material breach 30 days after written notice is given to the defaulting Party specifying the cause of the breach if such default is either not cured within said 30-day period or the cure thereof is not commenced within such 30-day period and thereafter continuously and diligently pursued to conclusion. In no event shall such cure period extend longer than 90 days.

6.2 Expiration. This Agreement shall automatically terminate if the City has failed to substantially complete the construction of the Traffic Signal Improvements by July 31, 2025, in which event the City will refund the Developer Contribution to Developer.

7. Independent Contractor. The City and the Developer acknowledge and agree that, in providing the services under this Agreement, the City shall be considered an independent contractor, not an employee or agent of the Developer. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the Developer. The Developer does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the Developer, shall determine the time of its performance of

the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section 1 above. Developer and City do not intend to, nor will they combine business operations under this Agreement.

8. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

9. Amendment. This Agreement may be modified only by a written amendment approved by the Parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of the City and the Developer. Any attempt at oral modification of this Agreement shall be void and of no effect.

10. Records. Both parties shall maintain the records required in this Agreement for a period of two (2) years after the termination of this Agreement.

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

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

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

If to the Developer: IDM Development, LLC
6720 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85253
Attn: Jordan Gaither

With copy to: Withey Morris Baugh, PLC
2525 E. Arizona Biltmore Circle, Ste. A-212
Phoenix, Arizona 85016
Attn: Alex Baker, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S.

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

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

13. Subject to Appropriation. The provisions of this Agreement for payment of funds by either Party shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds. The obligation of either Party to make any payment pursuant to this Agreement is a current expense of each Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either Party. If the either Party fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and each Party shall be relieved of any subsequent obligation under this Agreement.

14. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

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

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

17. Compliance with Non-Discrimination Laws. The Parties hereto shall comply with Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties hereto shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

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

19. Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld, conditioned or delayed by the Party whose consent or approval is required.

20. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

21. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

22. Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the Parties hereby warrant, and represent to each other that the Parties and the Parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

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

24. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
Municipal Corporation

Kenn Weise, Mayor

Date

ATTEST:

Marcella Sarmiento, City Clerk

“Developer”

IDM Development, a
Delaware Limited Liability Company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
TO
TRAFFIC CONTROL DEVICE
DEVELOPMENT AGREEMENT BETWEEN
IDM DEVELOPMENT, LLC
AND THE CITY OF AVONDALE

[Property Map]

See following pages.



Vicinity Map



Vicinity Map

EXHIBIT B
TO
TRAFFIC CONTROL DEVICE
DEVELOPMENT AGREEMENT BETWEEN
IDM DEVELOPMENT, LLC
AND THE CITY OF AVONDALE

[Temporary Construction Easement]

See following pages.

When recorded return to:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
Ariz. Rev. Stat. § 11-1134(A)(2)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into on _____, 20____, by and between _____ ("Grantor") and the City of Avondale, an Arizona municipal corporation ("Grantee").

RECITALS

A. Grantor is the record owner of certain real property as shown on Exhibit A, attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee has requested, and Grantor has agreed to grant to the Grantee, a non-exclusive temporary construction easement upon, over, across, in, through and under certain portions of Grantor's Property for the purpose of constructing the Traffic Signal Infrastructure as part of the installation of a traffic control device to regulate traffic at the intersection of 99th Avenue and Encanto Boulevard (the "Improvements").

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee a temporary construction easement (the "Easement") upon, over, across, in, through and under the Grantor Property, at the location legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area") for purpose of performing the Improvements.

2. Maintenance and Use of Temporary Construction Easement. Grantor shall not maintain the Grantor Property in a manner that impairs the ability or capacity of Grantee to fully utilize the Easement Area. Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Grantor Property any fence, wall, structure or other improvement or obstruction that may interfere with or impede Grantee's access to the Easement Area or the Grantee's right to perform the Improvements.

3. Term. This Agreement and the rights, privileges and duties contained herein shall remain in full effect until the Improvements are complete, upon which it shall automatically terminate, unless extended by mutual written agreement of the parties hereto.

4. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, for, from and against any and all losses, liabilities and expenses which may be claimed or asserted against Grantor, its successors or assigns, or the Grantor Property, arising from the Grantee's negligent acts in conjunction with the use of the Easement.

5. Consideration. Grantor agrees the Improvements will provide a benefit to the Grantor Property and, therefore agrees to furnish the Easement at no additional consideration to the Grantee.

6. Reservation of Rights. Grantor hereby reserves all such rights and privileges in the Grantor Property as may be used and enjoyed by Grantor without interfering with or abridging the rights conveyed to Grantee.

7. Running of Benefits and Burdens. This Agreement shall be appurtenant to and run with the land. This Agreement shall be binding upon Grantor and Grantee and their respective successors and assigns, as applicable, and the Grantor Property and Grantee property, as applicable.

8. Attorney's Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Grantee and the Grantor.

11. Cancellation by Grantee. This Agreement may be cancelled by Grantee pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

“Grantor”

[INSERT PROPERTY OWNER ENTITY NAME]

[INSERT SIGNING PROPERTY OWNER’S NAME]

(ACKNOWLEDGMENT)

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 20__, before me personally appeared [INSERT PROPERTY OWNER NAME], whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he signed the above document.

Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Grantee”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

ATTEST:

Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20__, before me personally appeared Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
TEMPORARY CONSTRUCTION EASEMENT
BETWEEN
THE CITY OF AVONDALE
AND
IDM DEVELOPMENT, LLC

[Legal Description and Map of Easement Area and Map of Grantor Property]

*Legal Description and Map of Easement Area
currently being developed based on the Traffic Signal Design

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1013-0124 – Intergovernmental Agreement with the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force

MEETING DATE: 1/22/2024

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 – The IGA between the Avondale Police Department and the Phoenix Police Department/Arizona Internet Crimes Against Children (ICAC) Task Force provides an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1013-0124 authorizing an Intergovernmental Agreement (IGA) between the Avondale Police Department and the Phoenix Police Department/Arizona Internet Crimes Against Children (ICAC) Task Force and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The ICAC Task Force Program is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology.

DISCUSSION:

The purpose of this Agreement is to provide resources and assistance to agencies on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children, and to increase public awareness and prevention of ICAC offenses.

This Agreement will remain in effect for five (5) years after the Agreement becomes effective unless the Agreement is terminated in writing by either party upon thirty (30) day notice.

BUDGET IMPACT:

All costs associated with a response are covered within the Police Department's current budget appropriations for salaries or overtime. No additional budget is needed. The ICAC Task Force periodically awards agencies funds for training and/or equipment purchases.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1013-0124 authorizing an IGA between the Avondale Police Department and the Phoenix Police Department/Arizona Internet Crimes Against Children (ICAC) Task Force and authorize the Mayor, or City Manager, City Attorney, and City Clerk to execute the necessary documents.

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

RESOLUTION NO. 1013-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PARTICIPATION IN THE ARIZONA INTERENT CRIMES AGAINST CHILDREN TASK FORCE.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to participation in the Arizona Internet Crimes Against Children Task Force (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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 22, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1013-0124

[Agreement]

See following pages.

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency

and

Avondale Police Department

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and the City of Avondale, Arizona, through the Avondale Police Department ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures.

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties and will supersede any pre-existing agreements between the Affiliate Agency and the Arizona ICAC Task Force. This IGA will remain in effect

for five (5) years after the IGA becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers, or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors, and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.

IN WITNESS WHEREOF, the parties enter into this Agreement:

City of Phoenix, Arizona
An Arizona Municipal Corporation
(Primary Grantee)

City of Avondale, Arizona
An Arizona Municipal Corporation
(Affiliate)

Michael G. Sullivan
Interim Police Chief
Phoenix Police Department

(Authorized Signature)

Printed Name, Title

Date

Date

ATTEST:

ATTEST:

City Clerk Date

City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signature Date

Signature Date

(Printed Name)
Acting City Attorney

(Printed Name)
City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

City of Avondale (Affiliate)

Signature
Date

Signature
Date

(Printed Name)
Acting City Attorney

(Printed Name)
City Attorney

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1014-0124 - Amendments to the Personnel Policies and Procedures, Chapter 12 Solicitation, Conflict of Interest and Political Activity

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Andrew 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 1014-0124, amending the Personnel Policies and Procedures Chapter Policy 12, Solicitation, Conflict of Interest, and Political Activity to revise language regarding prohibition of political activity by employees and ensure the alignment of such policy with state and federal law and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

A comprehensive review of Chapter 12, and AP 1 which governs the same conduct, was completed by the City Attorney's Office with assistance from outside counsel. Upon review, opportunities were identified to eliminate conflicting language between repetitive City policies on the same subject matter, ensure expectations and requirements associated with employee involvement in political activity were more clear to employees, and to ensure City policies are in complete compliance with state and federal law.

DISCUSSION:

To achieve the aforementioned goals, revisions are proposed to Chapter 12 specific to the types of actions employees are prohibited from engaging in as it relates to political activity. If approved by Council, it is the intent of the City Manager to rescind Administrative Policy I – Participation in City Elections, and maintain all guidance on employee political activity solely in this Chapter 12.

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 12, Solicitation, Conflict of Interest and Political Activity.

Contact person for document distribution: Andrew Mesquita

CHAPTER 12

Solicitation, Conflict of Interest, and Political Activity

A. Solicitation

Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for reasons of personal gain, unless approved by the department director.

B. Conflict of Interest

1. No employee will engage in any activity or enterprise that conflicts with his/her duties as a city employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities will be considered conflicts of interest in city employment, and it should be noted that the list of activities deemed to be conflicts are not intended to be all-inclusive:
 - a. Any employment, activity or enterprise that involves the use, for private gain, of the City's time, facilities, equipment, or supplies or the badge, uniform, prestige, or influence of the office of employment; or
 - b. Any employment, activity or enterprise that involves the receipt or acceptance by an officer or employee of any money or other consideration from anyone other than the City for the performance of an act which an officer or employee would be required or expected to render in the regular course of city employment or as part of his/her duties as a city employee; or
 - c. Any employment, activity or enterprise that involves the performance of an act in other than his/her capacity as a city officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee of the department within which he/she is employed; or
 - d. Any employment, activity or enterprise that involves so much of the employee's time that it impairs his/her attendance and efficiency in the performance of his/her duties as a city officer or an employee.

C. Prohibition of Political Activity

1. For the purposes of this Section, the term *candidate committee* shall mean a candidate, or a campaign committee contributing to, or advocating for, the election or defeat of a candidate.

2. Employees, including exempt/nonexempt or temporary employees, are strictly prohibited from running as a candidate for the Avondale City Council. Any employee interested in running for a seat on the Avondale City Council must resign from City employment at the time the employee files for candidacy.
3. Employees, including exempt/nonexempt or temporary employees, are strictly prohibited from engaging in the following activities associated with an election for the election or recall of a City Council Member.
 - a. Soliciting or encouraging donations, either monetary or in-kind, to be made directly to a Candidate Committee;
 - b. Taking part in the political management or affairs of a Candidate Committee;
 - c. Advocating, including displaying insignia related to a Candidate Committee, signing or circulating petitions, or otherwise supporting the election or defeat of a candidate: (i) while on-duty; (ii) while wearing an official uniform or insignia of the City; (iii) while in any room or building owned or leased by the City and used for City operations; or, (iv) while using any vehicle or electronic device owned or leased by the City.
4. Employees, including exempt/nonexempt or temporary employees are strictly prohibited from engaging in the following activities associated with an election, including initiatives and referenda, relating to City of Avondale ordinances, bond elections, or other official actions of the City: (i) while on-duty, (ii) while wearing an official uniform or insignia of the City, (iii) while in any room or building owned or leased by the City and used for City operations, or (iv) while using any vehicle or electronic device owned or leased by the City.
5. Political activity on the national, state or county level is unrestricted, except that any employee desiring to hold such office will refrain from any campaign activity (i) while on duty, (ii) while wearing an official uniform or insignia of the City, (iii) while in any room or building owned or leased by the City, or (iv) while using any vehicle owned or leased by the City. The state level includes any governmental subdivision of the State, except the City of Avondale. Holding a state or county office shall be subject to any State or Federal laws regarding conflict of interest or incompatibility of offices.
6. In all cases, pursuant to state law, City employees shall not:
 - a. use the authority of their positions as City employees to influence the vote or political activities of any subordinate employees with respect to any election;
 - b. represent their individual opinion as representative of the City; or

c. use City resources to influence the outcome of any election in violation of ARIZ. REV. STAT. § 9-500.14. The term “City resources” includes, but is not limited to, “monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the City.”

7. Unless otherwise specified herein, nothing in this Policy shall be construed to limit an employee’s ability to privately express an opinion, which may include, but is not limited to, off-duty activities such as signing nominating or recall petitions, posting on personal or nongovernmental social media accounts, displaying a sign on nongovernmental property, and communicating with another person or group of people when the employee does not do so in an official capacity.

D. Conflicts Between Policies

To the extent that any provision in this Chapter 12 conflicts with any Administrative Policies or directives, the provisions of this Chapter shall govern.

RESOLUTION NO. 1014-0124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 12 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO SOLICITATION, CONFLICT OF INTEREST, AND POLITICAL ACTIVITY.

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

SECTION 1. Chapter 12 – Solicitation, Conflict of Interest, and Political Activity of the City of Avondale Personnel Policies and Procedures (“Chapter 12”) 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 12 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 22, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1014-0124
[Chapter 12]
See following pages.

CHAPTER 12

Solicitation, Conflict of Interest, and Political Activity

A. Solicitation

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1. No employee will engage in any activity or enterprise that conflicts with his/her duties as a city employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities will be considered conflicts of interest in city employment, and it should be noted that the list of activities deemed to be conflicts are not intended to be all-inclusive:
 - a. Any employment, activity or enterprise that involves the use, for private gain, of the City's time, facilities, equipment, or supplies or the badge, uniform, prestige, or influence of the office of employment; or
 - b. Any employment, activity or enterprise that involves the receipt or acceptance by an officer or employee of any money or other consideration from anyone other than the City for the performance of an act which an officer or employee would be required or expected to render in the regular course of city employment or as part of his/her duties as a city employee; or
 - c. Any employment, activity or enterprise that involves the performance of an act in other than his/her capacity as a city officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee of the department within which he/she is employed; or
 - d. Any employment, activity or enterprise that involves so much of the employee's time that it impairs his/her attendance and efficiency in the performance of his/her duties as a city officer or an employee.

C. Prohibition of Political Activity

1. For the purposes of this Section, the term *candidate committee* shall mean a candidate, or a campaign committee contributing to, or advocating for, the election or defeat of a candidate.

2. Employees, including exempt/nonexempt or temporary employees, are strictly prohibited from running as a candidate for the Avondale City Council. Any employee interested in running for a seat on the Avondale City Council must resign from City employment at the time the employee files for candidacy.
3. Employees, including exempt/nonexempt or temporary employees, are strictly prohibited from engaging in the following activities associated with an election for the election or recall of a City Council Member.
 - a. Soliciting or encouraging donations, either monetary or in-kind, to be made directly to a Candidate Committee;
 - b. Taking part in the political management or affairs of a Candidate Committee;
 - c. Advocating, including displaying insignia related to a Candidate Committee, signing or circulating petitions, or otherwise supporting the election or defeat of a candidate:
 - (i) while on-duty; (ii) while wearing an official uniform or insignia of the City; (iii) while in any room or building owned or leased by the City and used for City operations; or, (iv) while using any vehicle or electronic device owned or leased by the City.
4. Employees, including exempt/nonexempt or temporary employees are strictly prohibited from engaging in the following activities associated with an election, including initiatives and referenda, relating to City of Avondale ordinances, bond elections, or other official actions of the City: (i) while on-duty, (ii) while wearing an official uniform or insignia of the City, (iii) while in any room or building owned or leased by the City and used for City operations, or (iv) while using any vehicle or electronic device owned or leased by the City.
5. Political activity on the national, state or county level is unrestricted, except that any employee desiring to hold such office will refrain from any campaign activity (i) while on duty, (ii) while wearing an official uniform or insignia of the City, (iii) while in any room or building owned or leased by the City, or (iv) while using any vehicle owned or leased by the City. The state level includes any governmental subdivision of the State, except the City of Avondale. Holding a state or county office shall be subject to any State or Federal laws regarding conflict of interest or incompatibility of offices.
6. In all cases, pursuant to state law, City employees shall not:
 - a. use the authority of their positions as City employees to influence the vote or political activities of any subordinate employees with respect to any election;
 - b. represent their individual opinion as representative of the City; or

- c. use City resources to influence the outcome of any election in violation of ARIZ. REV. STAT. § 9-500.14. The term “City resources” includes, but is not limited to, “monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the City.”
- 7. Unless otherwise specified herein, nothing in this Policy shall be construed to limit an employee’s ability to privately express an opinion, which may include, but is not limited to, off-duty activities such as signing nominating or recall petitions, posting on personal or nongovernmental social media accounts, displaying a sign on nongovernmental property, and communicating with another person or group of people when the employee does not do so in an official capacity.

D. Conflicts Between Policies

To the extent that any provision in this Chapter 12 conflicts with any Administrative Policies or directives, the provisions of this Chapter shall govern.

ITEM NUMBER: 4.g.

SUBJECT: Liv Avondale Minor Land Division – Application PL-23-0200

MEETING DATE: 1/22/2024

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 at the southwest corner of Indian School Road and 99th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. 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, to be comprised of apartments, 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

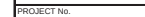
LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



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



PARCEL 2:

THE NORTHEAST 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 2373.06 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°16'52" 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. 2020-0034635 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 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' 09" 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 2373.06 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°16'52" WEST A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE NORTH-EAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1, E. OF THE GILA AND SALT RIVER BASE
 AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH-EAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH,
 RANGE 1, EAST FROM BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29,
 TOWNSHIP 2 NORTH, RANGE 1, EAST, THEREUP BEARS SOUTH 89° 40' 49" WEST A DISTANCE OF 260.813 FEET;
 THENCE SOUTH 89° 40' 49" WEST, ALONG THE NORTH LINE OF SAID NORTH-EAST QUARTER, A DISTANCE OF 317.82 FEET;
 THENCE DEPARTING SAID NORTH LINE, SOUTH 00° 19' 12" EAST, A DISTANCE OF 78.08 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 1,077.23 FEET;
 THENCE NORTH 00° 08' 08" EAST, A DISTANCE OF 559.52 FEET;
 THENCE NORTH 44° 54' 29" EAST, A DISTANCE OF 8.92 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.

SECTION 29 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:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF; BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF; BEARS SOUTH 89°40'49" WEST A DISTANCE OF 2691.83 FEET;

THENCE SOUTH 89°40'49" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 317.82 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 07°12'12" EAST, A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°11'03" EAST, A DISTANCE OF 54.85 FEET;

THENCE NORTH 89°40'49" EAST, A DISTANCE OF 136.23 FEET;

THENCE SOUTH 45°05'31" EAST, A DISTANCE OF 44.09 FEET;

THENCE SOUTH 07°08'08" WEST, A DISTANCE OF 164.74 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 07°12'12" WEST, A DISTANCE OF 57.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 117.3647 SQUARE FEET OR 2.69 ACRES, MORE OR LESS.



MINOR LAND DIVISION MAP

LIV AVONDALE



DATE: 11/08/23

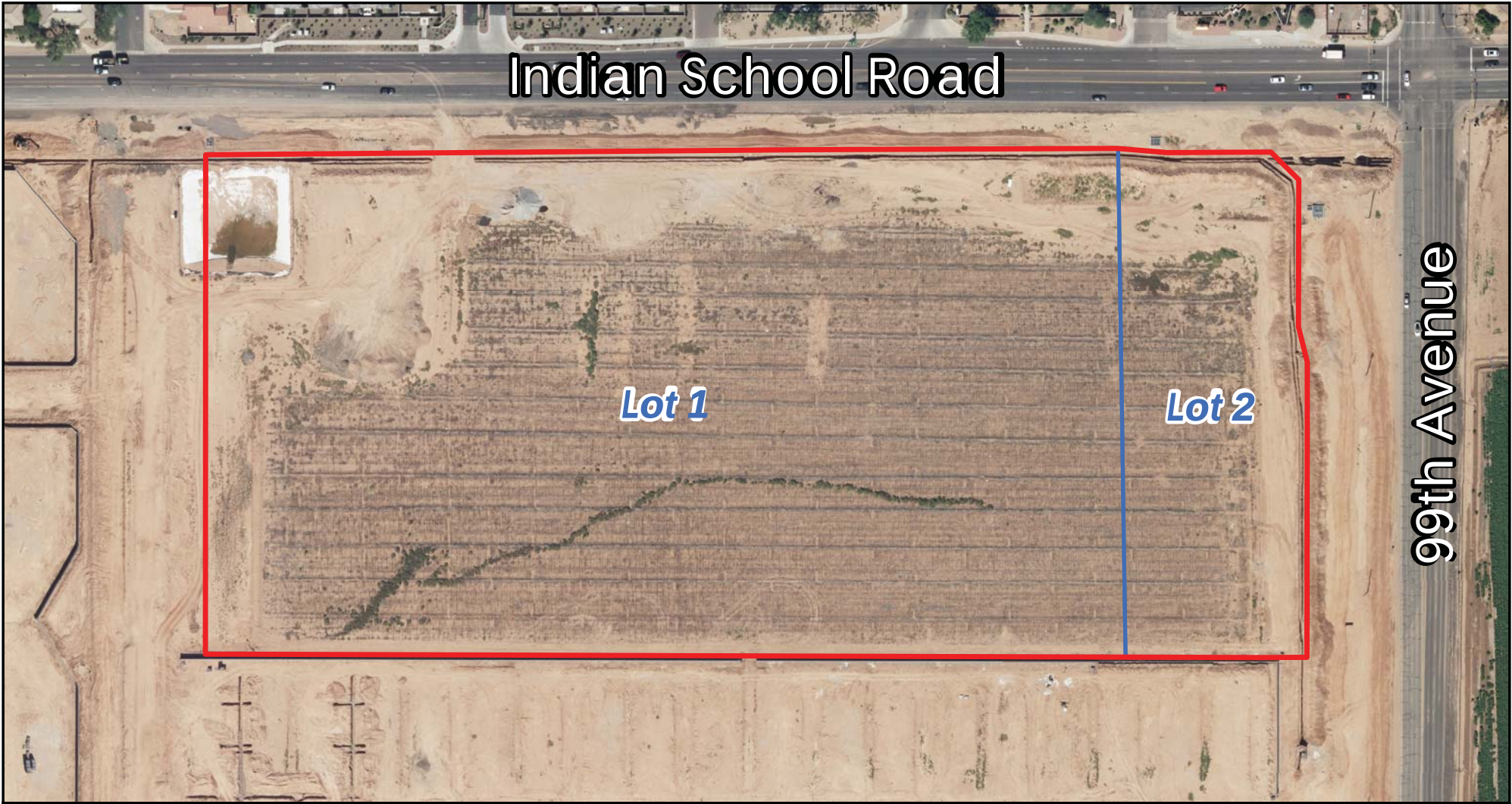
CHECKED BY: MHR

DRAWN BY: BWB

TITLE: MLD

SHEET No. 2 of 3

PROJECT No.	1206
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Vicinity Map



Subject Parcel



Proposed Lots

Not to Scale



ITEM NUMBER: 5.a.

SUBJECT: Memorandum of Understanding (MOU) with the Avondale Professional Firefighters Association (APFFA) Local 3924

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources 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 approve the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2024 through June 30, 2026 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Negotiations over modifications to the Memorandum of Understanding (MOU) with the Avondale Professional Firefighters Association (APFA) have concluded. A team comprised of City Management and representatives of the Association have come to consensus on a number of items following a series of meetings which took place weekly from September 2023 through November 2023.

Prior to the beginning of negotiations, the City conducts a market analysis to review how City of Avondale pay and benefits compare to other comparable jurisdictions in Arizona. In addition, the Association conducts its own research and analysis. The adjustments to pay and benefits will advance the position of our firefighters, engineers and captains to ensure competitiveness within the market and promote retention. The MOU also addresses many items of importance of both Management and the Association.

DISCUSSION:

Following is a high-level summary of the substantive items agreed upon by the City management and the labor negotiations team. The MOU is attached.

Section	Item	Brief Description
Definitions	Absent With Relief (AWR)	Removes duplicate definition
1.1	Recognition & Employee Organization Rights	Clarifies that terms “Employee”, “Unit Member”, “Member”, and “Represented Employee” have the same meaning throughout the MOU.
1.2	Rights of Represented Employees	Adds language to indicate that enrollment of members into PEHP is a collaborative process between HR and APFFA. Modifies enrollment to take place after academy graduation rather than completion of original probation.
1.2	Section D. Provisions Applicable to Probationary Firefighters (NEW)	Clarifies which provisions of the MOU are applicable to probationary firefighters on the first day of employment vs. those applicable after graduation from the academy or the lateral onboarding process.
1.3	Nepotism Policy (NEW)	Adds language clarifying that immediate family members of current Fire Department employees may be hired in the Fire Department if the immediate family is not supervised by the related unit member (both direct and indirect supervision), except for emergency situations approved by the Fire Chief.
4.1	Base Rate of Pay	Adds a new salary schedule and step plan for firefighters, fire engineers and fire captains. Revises language regarding step movement following probation completion. Adds a lateral hiring placement scale. Revises language related to step placement upon promotion. Adds language on how initial step placement will occur (i.e. years of service in current rank) for FY25.
4.2	Regular Hourly Rate	Adds “premium pay” as one of the purposes that Regular Hourly Rate is used.
4.3	Specialty Pay	Increases Paramedic Pay from \$2.60/hr to \$3.40/hr. Increases Technical Rescue Pay from \$1.00/hr to \$1.10/hr.
4.5	Overtime and Premium Pay (REVISED SECTION)	Adds Premium Pay to section which allows for specified hours worked outside the set work scheduled to be paid at the Premium Pay equal to 1.5 times the unit member’s Regular Hourly Rate Establishes eligibility requirements and how Premium Pay will be applied for 96-hour work schedules, 120-hour work schedules and 40-hour work schedules.

		Establishes Pilot Program – 2.1 Incentive Premium Pay that allows for 56-hour employees to be paid 2.1 times their 56-hour rate for eligible assignments designated and approved by the Fire Chief. Eligible assignments include special events (excluding NASCAR), fire watch, instructing department training, and attending department mandatory training; total number of hours allotted for pilot program is 2,000 hours per fiscal year.
4.7	Move-Up Pay	Adjusts Move-Up pay from a flat percentage based on assignment to the minimum step of the rank the unit member is filling.
4.10	Market Analysis and Resemblance Pay	Commits to providing unit members with a 3% COLA and one-step merit increase in FY26 (members who are topped out will only be eligible for the COLA); if the City provides a COLA to non-represented employees that is greater than 3%, unit members will receive a COLA equal to the higher percentage. Establishes that APFFA will create and submit a market analysis report by 10/1/24 to City Management based on comparator cities; within 45 days a meeting will be scheduled between APFFA, HR, Finance, Budget, and Fire & Medical to review the report.
8.4	Sick Leave Death Benefit (NEW)	Adds language to indicate that if a unit member dies in the line of duty, their beneficiary will receive a 100% payout of accrued sick leave at the unit member's Regular Hourly Rate.
8.5	Vacation Accruals	Adjusts current accrual rates to allow for members with 0 to 9.99 years of service to accrue 12.28 hours per pay period (previously 0 to 1.99 years accrued 9.92 hours per pay period; and 2 to 4.99 years accrued 11 hours per pay period.
8.8	Deferred Compensation Plans	Increases the City's contribution amount per pay period for unit members from \$20.00 to \$50.00 for unit members that contribute a minimum of \$50.00 per pay period.
8.9	Post-Retirement Health Plan (PEHP)	Adds clarifying language (no substantive revisions).
8.10 B	Military Leave	Modifies language to remove the reference to paid military leave not to exceed 420 hours in any two consecutive years and replaces with a reference to the amounts allocated in state law.
8.12	Holiday Pay	Adds clarifying language indicating that the vacation accrual rate includes holiday leave. Increases the number of holiday hours unit members are paid when working a City designated

		holiday from 11.25 to 12. Adds the list of City designated holidays as of 10/31/23 and references AP-42 as the primary source for City designated holidays. Increases the number of holiday hours unit members have added to their vacation bank when the City adds a new holiday from 11.2 to 12.
9.1C (NEW)	Fitness Examinations	Adds language to provide unit members who retire between 7/1/24 and 6/30/26 with a one-time \$5,000 contribution to their PEHP intended for the reimbursement of an annual medical and physical fitness exam and other qualified medical expenses.
10.1	Uniform Allowance	Increases uniform allowance amount from \$500.00 paid twice annually to \$650.00 paid twice annually.
12.2	Retreat Funds	Increases the amount of funds allocated for the annual EIP labor/management retreat from \$9,594 to \$12,000. Increases the amount of funds allocated for the annual awards banquet from \$6,000 to \$7,000.

BUDGET IMPACT:

The estimated budget impact will be included in the FY2025 budget. Anticipated annual impact of \$1.5 million.

RECOMMENDATION:

Recommend that the City Council approve the Memorandum of Understanding (MOU) with Avondale Professional Firefighters Association Local 3924.

Contact person for document distribution: Andrew Mesquita

KEY

BOLD + HIGHLIGHT = NEW

RED + ~~CROSSOUT~~ = DELETE

ITAL + **HIGHLIGHT** = GENERAL REVISIONS

MEMORANDUM OF UNDERSTANDING

JULY 2024 THROUGH JUNE 2026



CITY OF AVONDALE

AND

AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3924

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PREAMBLE

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

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

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

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

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

DEFINITIONS

~~1. Absent with Relief (AWR)~~

~~“Absent with Relief” (AWR’s/shift trades) is the practice of individual members working another individual member’s scheduled shift. Absence with Relief (AWR’s/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. 29 U.S.C. §207(p)(3).~~

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

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

2. **1.** Gender:

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

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

ARTICLE 1

RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

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

Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as unit members.
Throughout this MOU, the terms “Employee”, “Unit Member”, “Member”, and “Represented Employee” are synonymous and have the same meaning.

- B. Employee representatives will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.
- C. Employee representatives who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.

- B. The Employee Organization shall represent all of the employees in the unit fairly and equally without regard to whether or not an employee is a member of the Employee Organization. An unrepresented employee can object to or decline Association representation if he or she desires.
- C. The ~~Union Association and~~ **will communicate with** Human Resources **will work collaboratively** to ensure that members are signed up for the Post-Retirement Health Plan ("PEHP") ~~following prior to~~ the member's ~~first paycheck following the completion of original probation~~ **academy graduation**.

D. Provisions Applicable to Probationary Firefighters.

The following provisions are applicable to firefighters who are recruit training academy participants and/or serving new hire original probationary periods.

These provisions are applicable and shall commence on the first day of employment.

1. Article 8 Benefits ;Section:

- **Section-8.8 Deferred Compensation Plans**

These provisions are applicable after graduation from the recruit training academy or lateral onboarding process.

1. Article 8 Benefits; Sections:

- 8.1 Sick Leave
- 8.5 Vacation Accruals
- 8.9 Post-Retirement Health Plan (PEHP)

2. Article 10 Uniforms, Clothing and Equipment; Section:

- **Section-10.1 Uniform Allowance**

Section 1.3 Nepotism Policy

~~Unit Members' immediate family members may apply for and work Fire Department positions so long as the immediate family member is not supervised by the related Unit Member (this includes both direct and indirect supervision) except for emergent situations approved by the Fire Chief. Unit Members will not participate in the hiring, training, or discipline of an immediate family member. Unit members who may be related to applicants, recruits and sworn full-time personnel are allowed to work for the Fire Department so long as the relation is not in a direct or indirect supervisory role, with the exception of emergent situations approved by the Fire Chief. Related members will be recused from hiring, training and discipline of one another.~~

Section 1.43 Membership Dues Deductions

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

Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.

- C. Employees may initiate, discontinue or amend ~~union~~ **Association** payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.

Article 2 Management Rights

Section 2.1 Management Rights

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

ARTICLE 3 PROHIBITION OF STRIKES AND WORK INTERRUPTIONS

Section 3.1 No Strike, No Lock-Out

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

ARTICLE 4 EMPLOYEE COMPENSATION & HOURS OF WORK

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. ~~The Attachment A ("APFFA MOU Wage Tables") lists the hourly base rate of pay, excluding any specialty pay and stipends,~~ for each step and for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps
 - a. Upon successful completion of original probationary period (their performance review Meets Standards) ~~the unit member will receive a merit increase to step two on the first full pay period following the completion of original probation~~ **the unit member will receive a merit increase to Step One (1) on the first full pay period following the completion of original probation.**
 - b. **For qualified lateral job announcements,** lateral unrepresented probationary hires ~~that are on original probation as of July 1 of the new fiscal year will be placed in the plan in accordance with their negotiated base rate of pay at the time of hire~~ **will be placed at the comparable Step on the table below based on completed years of service following graduation from a recognized regional academy up to Step 3, rounded down to the closest year. All other hires will be placed at initial step of APFFA MOU Wage Table.** Upon successful completion of their original probationary period (their performance review Meets Standards) the employee will receive a one-step merit increase on the first pay period following completion of probation.

Qualified Starting Lateral Hiring Placement Scale:

Qualified Completed Experience (Years)	APFFA MOU Wage Table
0 – 1.99 Years	Step 0
2 – 3.99 Years	Step 1
4 – 5.99 Years	Step 2
6+ Years	Step 3

- c. ~~When represented members are promoted they will be placed in the nearest step in the new position without loss plus one step, if necessary, to receive a minimum of a 4% increase.~~ **When represented members are promoted, they will be placed in the initial step of promoted rank.** Upon successful completion of [promotional](#) probation, said employee will receive a one-step merit increase in accordance with the values of the step system table.
- d. For Fiscal Year ~~2023~~ **2025**, ~~and Fiscal year 2024~~ **all employees will be placed on FY**, the wage plan **(Attachment A) based on Years of Service in their current rank effective July 1, 2024.** ~~For Fiscal Year 2026, represented in Attachment A will be followed.~~ Represented employees will be eligible for a one step merit increase effective in the first pay ~~period~~ **date** of the new fiscal year provided their performance rating is satisfactory ("meets standards") and funding is available and authorized by the City Council.
- e. ~~For Fiscal year 2023 and Fiscal year 2024, the following wage plan will be followed:~~
- ~~The proposal reflects a total of 6.25% from a step increase and market adjustment for FY 23 and FY 24 per step for firefighters 1-7, and a 6.75% increase moving from step 7 to step 8. A firefighter would receive a 2.75% increase at step 8.~~
 - ~~The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Engineers.~~
 - ~~The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Captains.~~
- C. While the Avondale Professional Firefighters Association (APFFA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit member's pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member's years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members within the base wage rate plan.

Section 4.2 Regular Hourly Rate

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

Section 4.3 Specialty Pay

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

Paramedic

July 1, 2022	July 1, 2023	July 1, 2025/2024
\$2.50	\$2.60	\$3.40

Technical Rescue

~~\$1.00~~ \$1.10 per hour

Bi-Lingual Level III Pay:

Bilingual pay to be paid hourly at a rate of \$0.95 per hour.

Section 4.4 Set Work Schedule

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

Section 4.5 Overtime ~~and Premium Rate~~ Pay

Overtime

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

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

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

Premium ~~Rate~~ Pay

~~Specified Hours Worked outside the set work schedule will be paid at the Premium Rate. The Premium Rate is defined as Pay equal to 1.5 times the unit member's Regular Hourly Rate. Hours Worked is defined as work performed when the employee-unit member is on duty, or at any other specified place of work. Hours Worked does not include administrative leave.~~

A unit member may only qualify for the Premium ~~Rate~~ Pay if:

1. The original set work schedule is satisfied by Hours Worked, and/or
2. The original set work schedule is satisfied by using one of the approved leaves which includes: vacation, sick leave, short-term disability leave, military leave, civic duty leave, and bereavement leave. This would not include, but not limited to, leave without pay and administrative leave.

The Premium ~~Rate~~-Pay shall be paid in accordance with the following criteria:

Premium ~~Rate~~-Pay During the 96 Hour Set Work Schedule

The unit member will be compensated for any Hours Worked, outside the 96-hour set work schedule, at the Premium ~~Rate~~-Pay until overtime is triggered in accordance with applicable laws.

Premium Hours During the 120 Hour Set Work Schedule

During the 120-hour set work schedule, the unit member will be compensated at the Premium ~~Rate~~-Pay for:

- 14 hours of the set work schedule, and
- Any additional Hours Worked outside the 120-hour set work schedule until overtime is triggered in accordance with applicable laws.

Premium ~~Rate~~-Pay for the 40 Hour Set Work Schedule

The unit member will be compensated for any Hours Worked, outside the 40-hour set work schedule, at the Premium ~~Rate~~-Pay until overtime is triggered in accordance with applicable laws.

Pilot Program - 2.1 Incentive Premium Pay

For the term of this MOU, a pilot program will be implemented to provide a staffing incentive pay to 56-hour members working eligible assignments outside of regular shift work. Eligible assignments include special events (excluding NASCAR events), fire watch, instructing department training, and attending department mandatory training. Unit members will be paid at 2.1 times the 56-hour rate for eligible assignments designated and approved by the Fire Chief or designee. The total number of hours allotted for staffing incentive pay under this pilot program is 2,000 hours per fiscal year. The Fire Chief or designee has full discretion to select and approve eligible assignments for incentive premium pay.

The above pilot program, does not apply to mandatory, partial, callbacks, wildland deployments, and any supplemental apparatus designated to be employed on the normal operation roster in an effort to mitigate surges and expand capacity.

Section 4.6 Call-Back

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

Section 4.7 Move-Up Pay

A unit member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. **Once a unit member meets the 12-hour minimum requirement for Move-Up Pay, the additional compensation will apply to all hours worked in Move-Up status during the 24-hour shift.**

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

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

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

Move-Up Pay will be determined by the member's rank and the position they are filling, according to the following:

- A. A Firefighter temporarily assigned to work as a Move-Up Engineer shall be paid at Step 0 of the Engineer pay scale.**
- B. A Firefighter temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.**
- C. An Engineer temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.**
- D. A Captain temporarily assigned to work as a Move-Up Battalion Chief shall be paid at an hourly rate of 5% higher than Step 2 of the Captain pay scale.**

~~Once a unit member meets the 12-hour minimum requirement for Move-Up Pay, the additional compensation will apply to all hours worked in Move-Up status during the 24-hour shift.~~

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

Section 4.8 56 to 40-Hour Positions

A unit member assigned to a 40-hour position for one year or less will not have his or her leave accruals adjusted and will not be granted a Holiday Bank. Vacation and sick leave accruals will remain at the 56-hour accrual rate, which includes holiday leave. This unit member will be treated as if he or she was still on the 56-hour schedule. Vacation and sick leave will be charged using the 1.34 conversion (1.34 hours charged for each 1.0 hour used).

A unit member assigned to a 40-hour position for more than one year will be assigned an appropriate Holiday Bank. The unit member's vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage

will be charged as actual hours used. Unit members leave balances will not be adjusted during moves to and from 40-hour positions.

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

56 to 40 hour conversion factor:

1. 56 base hourly rate minus any specialty pay (if applicable)
2. Base hourly rate X conversion factor of 1.4375
3. Add back in assignment differential pay ~~of 10% BLS or 12% ALS~~ **for paramedic**
4. Add back ~~\$1.00 \$1.20~~ for TRT pay if applicable
5. Add back in adjustment for paramedic pay if applicable ~~of \$2.40 \$3.40~~

40 to 56 hour conversion factor:

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

~~For the term of this MOU, a pilot program will be implemented to provide a staffing incentive pay to 56-hour members working eligible assignments outside of regular shift work. Eligible assignments include special events (excluding NASCAR events), fire watch, instructing department training, and attending department mandatory training. Unit members will be paid The incentive will be paid at 2.1 times the 56-hour rate for designated eligible assignments approved designated and approved by the Fire Chief or designee. The total number of hours allotted for staffing incentive pay under this pilot program is 2,000 hours per fiscal year. The Fire Chief or designee has full discretion to select and approve eligible assignments for incentive premium pay.~~

~~The above pilot program. This does not apply to mandatory, partial, callbacks, wildland deployments, and any supplemental apparatus designated to be employed on the normal operation roster in an effort to mitigate surges and expand capacity.~~

Section 4.9 ~~On~~-On-Call Status

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

a. Reporting Pay

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

b. Time Worked

Employees will not receive "~~call-out~~ **on-call**" pay for time worked.

c. Overtime

Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

d. No ~~Call-Out~~ **On-Call** Pay

Employees will not receive ~~call-out~~ **on-call** pay when they are:

- On vacation leave
- On sick leave
- On Administrative Leave
- Receiving short-term disability benefits
- Receiving worker's compensation benefits
- On bereavement leave
- On an approved leave of absence
- Not available to work
- Restricted to light duty
- Restricted from performing specific work activities

B. Criteria

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

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

Section 4.10 Market Analysis Article and Resemblance Pay

a. The City of Avondale will provide members with a 3% Cost of Living Adjustment (COLA) and ~~step movement~~ **a one step merit increase** for Fiscal Year 2026. Members who are topped out in their rank will only be eligible for the 3% COLA. If the City of Avondale provides a COLA to all non-represented employees that is greater than 3%, the City of Avondale agrees to provide members with a COLA equal to the higher percentage.

b. APFFA will create a market analysis report by October 1, 2024 based on comparator cities' base wages. The report will be provided to Human Resources and City Management. Within 45 days of submitting the report, A subsequent meeting ,with APFFA, Human Resources, Finance & Budget, and Fire & Medical, at a mutually agreed upon date and time, will be scheduled within 45 days with APFFA, Human Resources, Finance & Budget, and Fire & Medical to review the report. **Following are Avondale's comparison communities:**

- **Buckeye**
- **Chandler**
- **Glendale**
- **Goodyear**

- **Peoria**
- **Surprise**
- **Tempe**

In accordance with Chapter 5, Classification and Compensation, ~~Section 24~~ (Cost of Living Adjustment ~~section~~) – each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

~~b.~~

ARTICLE 5 ABSENT WITH RELIEF

Section 5.1 Absent With Relief

“Absent with Relief” (AWR’s/shift trades) is the practice of individual member’s working another individual member’s scheduled shift. Absence with Relief (AWR’s/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. §207\(p\)\(3\)](#).

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

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

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

ARTICLE 6 EXISTING BENEFITS

Section 6.1 Existing Benefits

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

ARTICLE 7 FISCAL CRISIS

Section 7.1 Fiscal Crisis

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager. The City and

City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting Firefighters Employee Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of unit members' length of active career service in the Fire Department. Any unit member affected by layoff through no fault of his/her own will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new represented employees are hired, as long as the returning unit member meets minimum job classification requirements at time of re-hire.

ARTICLE 8 BENEFITS

Section 8.1 - Sick Leave

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

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

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

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

Section 8.2 - Sick Leave Conversion

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

Section 8.3 - Sick Leave Pay Out for Retirement

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

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

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

Section 8.4 – Sick Leave Death Benefit

~~If a unit member dies in the line of duty, then the unit member's beneficiaries shall receive compensation for a 100% payout of the unit member's accrued sick leave. The payout will be calculated at the unit member's base pay rate at the time of death. at the rate of one hundred percent (100%) of the accrued sick leave hours at the unit member's current base rate of pay.~~
The beneficiaries of the unit member who dies in the line of duty shall receive compensation for a 100% payout of the unit member's accrued sick leave. The payout will be calculated at the unit member's regular hourly rate at the time of death.

Section 8.54 - Vacation Accruals

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

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

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

Section 8.65 - Vacation Sell Back

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

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

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

Section 8.76 Vacation Leave Payout

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

Section 8.87 Deferred Compensation Plans

Deferred ~~Contribution~~ **Compensation** Plans

- A. The City of Avondale shall contribute an amount of ~~\$20.00~~ **\$50.00** per pay period to each employee's 457b ~~Defined Deferred Compensation Contribution Pension~~ Plan. In order to receive a ~~\$20.00~~ **\$50.00** per pay period contribution from the City of Avondale, the employee is required to make a minimum of ~~\$20.00~~ **\$50.00** per pay period contribution to the plan.
- B. At the employee's separation, exiting the Deferred Retirement Options ~~Program~~ **Plan (DROP)**, or not making the minimum ~~\$20.00~~ **\$50.00** contribution, the City of Avondale's contribution will cease.

C. Participation in the 457b Deferred Compensation Plan is optional.

Section 8.98 Post-Retirement Health Plan ("PEHP")

- A. The ~~City of Avondale ("City")~~ City agrees to facilitate eligible ~~Bargaining Unit ("Unit")~~ employees' participation in the ~~Post-Retirement Health Plan (PEHP)~~. **With the exception of Section 9.1 Item CX, the plan shall be funded solely with mandatory eligible Unit employees' contributions. For the purpose of this section, an Eligible Employee includes unit members and specific probationary employees as set forth in Section 1.2 Item D.** The parties hereto designate ~~Nationwide Retirement Solutions (NRS) to act as plan administrator for the plan~~ **the approved City retirement vendor(s) for Post-Retirement Health Plans**. The eligible Unit employee shall not be entitled to receive such PEHP contribution in form of pay or any other

benefit. The City shall remit the mandatory Unit employee contributions directly to the Unit employees' ~~Nationwide Retirement Solutions (PEHP account) Plan~~. The City is not responsible to address any questions, concerns or issues post deposit with the PEHP benefit plans and will refer any and all employee inquiries to ~~NRS the retirement vendor(s)~~ for review and resolution.

- B. For the term of this agreement, the City shall facilitate the mandatory eligible ~~Unit~~ employee contribution by transferring 1.5% of the eligible employee gross salary, per pay period to said (PEHP) Plan. Upon termination of employment, Unit employees will be entitled to direct the City to pay accrued sick leave and accrued vacation pay into their PEHP ~~NRS Account~~. The maximum amount of accrued sick leave and vacation leave eligible for such directed payment into the PEHP is as follows:
- a. **Accrued Sick Leave for ~~Unit~~ Eligible Employees terminating employment pre-retirement:** Payment into the PEHP will be a maximum of 33.3% of accrued sick leave at the employee's current hourly rate.
 - b. **Accrued Sick Leave for ~~Unit~~ Eligible Employees retiring:** Payment into the PEHP will be made pursuant to Section 8.3 Sick Leave Pay Out for Retirement.
 - c. **Accrued Vacation Leave payment into the PEHP for a ~~Unit~~ Eligible Employee's accrued vacation leave will be as directed by each terminating ~~Unit~~ Eligible Employee up to their maximum accrued vacation leave. ~~With the exception of Section 9.1 Item CX, the City of Avondale shall have no obligation to contribute any employer funds to the PEHP now or in the future.~~**
- C. The City ~~of Avondale~~ shall have no obligation to review or approve investment options for the PEHP and individual ~~Unit~~ Eligible Employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.
- D. The City ~~of Avondale~~ shall have no obligation or related liability to review or approve the fees charged by ~~the retirement vendor(s) NRS (or any other Nationwide Company)~~ to individual Eligible Employees. ~~Members of the Unit The Association~~ shall review any fees charged by ~~the retirement vendor(s) NRS (or any other Nationwide Company)~~ to determine whether they are fair, reasonable and appropriate.
- E. The City ~~of Avondale~~ shall have no obligation or related liability in connection with the establishment and operation of the PEHP and related voluntary employees beneficiary association ("VEBA"). The ~~Unit~~ Association shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
- F. **~~With the exception of Section 9.1 Item CX, n~~** Nothing in this ~~contract~~ MOU shall be construed as obligating the City ~~of Avondale~~ to assume responsibility or pay for retiree health coverage for ~~Unit or any other~~ employees of the City. The City of Avondale expressly disclaims any such obligation.
- G. The City assumes no liability on account of any action taken in connection with ~~this contract~~ the PEHP. The ~~Unit~~ Association agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the ~~Unit's~~ Association's participation in the PEHP and related VEBA.

Section 8. ~~109~~ Other Leaves

- A. **Bereavement Leave**
Bereavement leave is defined in the City's Personnel Policies. Unit members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit members receive 11 hours of bereavement leave for the unit member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the employees set schedule.
- B. **Military Leave**
Unit members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The unit member shall

provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the unit member will receive paid military leave ~~not to exceed 420 hours in any two consecutive years~~ in the amounts allocated in ARIZ. REV. STAT. ~~ANN-~~§ 38-610. This includes any future legislative changes to ARIZ. REV. STAT. ~~ANN-~~§38-610 implemented prior to June 30, 2026, which may impact the allocated military leave amounts.

C. Civic Duty Leave

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

D. General Election Day

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

E. Appearance as a Witness

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

F. Jury and Witness Fees

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

Section 8.11~~9~~ Non-hazardous Duty for Pregnancy

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

B. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department then the Human Resources Department will provide the pregnant unit member with a non-hazardous duty assignment within the City.

C. The pregnant unit member shall be paid at their conversion pay rate for hours worked in a ~~forty-hour~~forty-hour work week subject to the 56~~1~~ to 40~~hour~~ conversion factor in Section 4.8~~10~~ at the beginning of a pay period. When an employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56~~1~~hour) and non-suppression (40~~hour~~hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a unit member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the unit member returns to work without limitation she will be paid at the 56~~1~~ to 40~~hour~~ conversion factor starting

at the beginning of a pay period.

D. Definition and Examples of Hazardous Duty:

- a. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
- b. Examples of Hazardous Duty (this list is not all inclusive):
 - Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke, (toxicity)
 - Biological Hazard (Air or Blood borne Pathogens)
 - Equipment, axes, chainsaws, ladders, etc. (machinery safety)
 - Exposure to treacherous environments that could cause falls, trips and slips
 - Traffic Hazards
 - Heat Related Illness, (from firefighter gear; can be excessively hot and heavy)
 - Falling objects (Walls and ceilings giving way)
 - Performing Continuous Cardio Pulmonary Resuscitation (CCPR)
 - Psychological Hazards (traumatic and stressful events)
 - Charged Hoses
 - Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
 - Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

SECTION 8.12~~1~~ HOLIDAY PAY

- A. **In lieu of a Holiday Bank, the Vacation accrual rate for 56-hour members includes holiday leave. The Vacation accrual rate includes hours for 11 City observed holidays and 1 personal day.**
- B. If a **56-hour** unit member works on a **City** designated holiday (in accordance with AP-42 holiday schedule), the unit member shall receive **11-25 12** hours of holiday pay at his or her regular hourly rate. Holiday hours shall not be calculated as hours worked for the purposes of calculating overtime.

Below is a list of City designated holidays as of October 31, 2023; however, AP-42 will be the primary source for City designated holidays and is updated prior to the start of each fiscal year:

- 1. New Year's Day**
- 2. Martin Luther King Jr. Day**
- 3. President's Day**
- 4. Memorial Day**
- 5. Juneteenth**
- 6. Independence Day**
- 7. Labor Day**
- 8. Veteran's Day**
- 9. Thanksgiving Day**
- 10. Friday after Thanksgiving Day**

11. Christmas Day

- C. If the city adds an additional holiday, the **56-hour** unit member shall receive ~~the eight (8) hour holiday hours multiplied by 1.4 which equals 11.2 (1.4 x 8 = 11.2)~~ **12** hours added to their vacation bank.

ARTICLE 9

MEDICAL AND PHYSICAL FITNESS EXAMINATIONS

Section 9.1 Fitness Examinations

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

- C. **Unit members, who retire on or after July 1, 2024 through June 30, 2026, will be eligible, upon retirement, for a one-time \$5,000 contribution to a Post-Employment Health Plan, contingent on available funding. This one-time contribution, which is intended for the reimbursement of an annual medical and physical fitness examination and can be used for other qualified medical expenses.**

Section 9.2 Records Storage

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

ARTICLE 10

UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

Employees will be paid ~~\$500.00~~ **\$650.00** for uniform allowance, (2) times a year. ~~\$500.00~~ **\$650.00** will be paid ~~by the second pay period~~ in July and ~~by the second pay period~~ in December ~~of~~ each fiscal year. Clothing ~~Damaged-damaged~~ while on duty will be replaced on a one for one basis.

ARTICLE 11 PRODUCTIVITY PAY

Section 11.1 Productivity Pay

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

ARTICLE 12 LABOR MANAGEMENT COMMITTEE Employee Involvement Process (EIP)

Section 12.1 Purpose and Governance of Committee

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

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

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

Section 12.2 Retreat Funds

Funds for the annual EIP labor/management retreat (~~\$9,594~~ **\$12,000**) and the awards banquet (~~\$6,000~~ **\$7,000**) are in the Fire Department budget. Funds can only be re-allocated by mutual agreement of APFFA Local's President and Fire Chief. No other City department will be allowed to use these funds.

Expenditure of City funds for these functions shall not exceed ~~\$9,594~~ **\$12,000** for the annual labor management retreat and ~~\$6,000~~ **\$7,000** for the annual award banquet unless approved through the City's budget supplemental request process.

ARTICLE 13 HUMAN RESOURCES LIAISON

Section 13.1 Human Resources Liaison

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

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

ARTICLE 14 CLARIFICATION

Section 14.1 Clarification

In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined in Article 14, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification.

Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

ARTICLE 15 PROCEDURE FOR ALLEGED BREACH OF MOU

Section 15.1 Procedure

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

ARTICLE 16
SAVINGS CLAUSE

Section 16.1 Savings

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

ARTICLE 17
TERM AND EFFECT

Section 17.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2024² and remain in full force and effect until midnight June 30, 2026⁴, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 17.2 Conflict

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

Section 17.3 Agreement and Reopener

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

IN WITNESS WHEREOF, the parties have set their hand this XX day of MONTH, 2024.

CITY OF AVONDALE

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF
LOCAL 3924

By:

By:

RON CORBIN, City Manager

RYAN TUSSING, President

ATTEST:

MARCELLA SARMIENTO, City Clerk

ATTACHMENT A

APFFA MOU Wage Tables

Fiscal Years 2025 – 2026

(07/01/2024) – (06/30/2026)

Firefighter								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	20.17	23.57	21.27	21.12	24.67	24.52	22.22	25.62
1	21.18	24.58	22.28	22.13	25.68	25.53	23.23	26.63
2	22.24	25.64	23.34	23.19	26.74	26.59	24.29	27.69
3	23.35	26.75	24.45	24.30	27.85	27.70	25.40	28.80
4	24.52	27.92	25.62	25.47	29.02	28.87	26.57	29.97
5	25.74	29.14	26.84	26.69	30.24	30.09	27.79	31.19
6	27.03	30.43	28.13	27.98	31.53	31.38	29.08	32.48
7	28.38	31.78	29.48	29.33	32.88	32.73	30.43	33.83
Engineer								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	29.80	33.20	30.90	30.75	34.30	34.15	31.85	35.25
1	31.29	34.69	32.39	32.24	35.79	35.64	33.34	36.74
2	32.85	36.25	33.95	33.80	37.35	37.20	34.90	38.30
Captain								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	34.50	37.90	35.60	35.45	39.00	38.85	36.55	39.95
1	36.22	39.62	37.32	37.17	40.72	40.57	38.27	41.67
2	38.03	41.43	39.13	38.98	42.53	42.38	40.08	43.48

Fiscal Year 2026

Firefighter								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	20.78	24.18	21.88	21.73	25.28	25.13	22.83	26.23
1	21.82	25.22	22.92	22.77	26.32	26.17	23.87	27.27
2	22.91	26.31	24.01	23.86	27.41	27.26	24.96	28.36
3	24.05	27.45	25.15	25.00	28.55	28.40	26.10	29.50
4	25.26	28.66	26.36	26.21	29.76	29.61	27.31	30.71
5	26.51	29.91	27.61	27.46	31.01	30.86	28.56	31.96
6	27.84	31.24	28.94	28.79	32.34	32.19	29.89	33.29
7	29.23	32.63	30.33	30.18	33.73	33.58	31.28	34.68
Engineer								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	30.69	34.09	31.79	31.64	35.19	35.04	32.74	36.14
1	32.23	35.63	33.33	33.18	36.73	36.58	34.28	37.68
2	33.84	37.24	34.94	34.79	38.34	38.19	35.89	39.29
Captain								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	35.54	38.94	36.64	36.49	40.04	39.89	37.59	40.99
1	37.31	40.71	38.41	38.26	41.81	41.66	39.36	42.76
2	39.17	42.57	40.27	40.12	43.67	43.52	41.22	44.62

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

REMOVE:

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

ATTACHMENT B

Productivity Pay Table

Fiscal Years 202~~5~~³ – 202~~6~~⁴

(07/01/202~~4~~² - 06/30/202~~5~~⁴)

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

MEMORANDUM OF UNDERSTANDING

JULY 2024 THROUGH JUNE 2026



**CITY OF
AVONDALE
AND
AVONDALE PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 3924**

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PREAMBLE

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

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

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

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

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

DEFINITIONS

1. Gender:

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

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

ARTICLE 1 RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of “Meet and Confer” and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:
 - 1. Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as Unit Members. Throughout this MOU, the terms “Employee”, “Unit Member”, “Member”, and “Represented Employee” are synonymous and have the same meaning.
- B. Represented Employees will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.
- C. Represented Employees who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the Employees in the unit fairly and equally without regard to whether or not an Employee is a member of the Employee Organization. An unrepresented employee can object to or decline Association representation if he or she desires.
- C. The Association and Human Resources will work collaboratively to ensure that members are signed up for the Post-Retirement Health Plan (“PEHP”) following the Member’s academy graduation.
- D. Provisions Applicable to Probationary Firefighters.

The following provisions are applicable to firefighters who are recruit training academy participants and/or serving new hire original probationary periods.

- 1. These provisions are applicable and shall commence on the first day of employment.
 - a) Article 8 Benefits Section:

- 8.8 Deferred Compensation Plans
2. These provisions are applicable after graduation from the recruit training academy.
- a) Article 8 Benefits Sections:
 - 8.1 Sick Leave
 - 8.5 Vacation Accruals
 - 8.9 Post-Retirement Health Plan (PEHP)
 - b) Article 10 Uniforms, Clothing and Equipment Section:
 - 10.1 Uniform Allowance

Section 1.3 Nepotism Policy

Unit Members' immediate family members may apply for and work Fire Department positions so long as the immediate family member is not supervised by the related Unit Member (this includes both direct and indirect supervision) except for emergent situations approved by the Fire Chief. Unit Members will not participate in the hiring, training, or discipline of an immediate family member.

Section 1.4 Membership Dues Deductions

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

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 Management Rights

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

**ARTICLE 3
PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Section 3.1 No Strike, No Lock-Out

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

**ARTICLE 4
EMPLOYEE COMPENSATION & HOURS OF WORK**

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. Attachment A (“APFA MOU Wage Tables”) lists the hourly base rate of pay for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps
1. Upon successful completion of original probationary period (their performance review Meets Standards) the Unit Member will receive a merit increase to Step One (1) on the first full pay period following the completion of original probation.
 2. For qualified lateral job announcements, lateral unrepresented probationary hires will be placed at the comparable Step on the table below based on completed years of service following graduation from a recognized regional academy up to Step 3, rounded down to the closest year. All other hires will be placed at initial step of APFA MOU Wage Table. Upon successful completion of their original probationary period (their performance review Meets Standards) the Employee will receive a one-step merit increase on the first pay period following completion of probation.

Qualified Starting Lateral Hiring Placement Scale:

Qualified Completed Experience (Years)	APFA MOU Wage Table
0 – 1.99 Years	Step 0
2 – 3.99 Years	Step 1
4 – 5.99 Years	Step 2
6+ Years	Step 3

- a) When Represented Members are promoted, they will be placed in the initial step of promoted rank. Upon successful completion of promotional probation, said Employee will receive a one-step merit increase in accordance with the values of the step system table.
- b) For Fiscal Year 2025, all Employees will be placed on the wage plan (Attachment A) based on Years of Service in their current rank effective July 1, 2024. For Fiscal Year 2026, Represented Employees will be eligible for a one step merit increase effective in the first pay date of the new

fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the City Council.

- C. While the Avondale Professional Firefighters Association (APFFA) seeks to have the pay of Represented Members reflect their years of service, there are other City policies and practices that impact a Unit Member’s pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every Represented Member will, at all times, be in a step that reflects the Unit Member’s years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of Represented Members within the base wage rate plan.

Section 4.2 Regular Hourly Rate

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

Section 4.3 Specialty Pay

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

Paramedic	<table><tr><td>July 1, 2024</td></tr><tr><td>\$3.40</td></tr></table>	July 1, 2024	\$3.40
July 1, 2024			
\$3.40			
Technical Rescue	\$1.10 per hour		
Bi-Lingual Level III Pay:	Bilingual pay to be paid hourly at a rate of \$0.95 per hour.		

Section 4.4 Set Work Schedule

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

Section 4.5 Overtime and Premium Pay

A. Overtime

1. Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that Unit Members working the 24 or 48-hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.
2. The special work periods and overtime rules are only for employees who meet the statutory definition of “employees in fire protection activities”, who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City’s fire department.

B. Premium Pay

1. Specified Hours Worked outside the set work schedule will be paid at the Premium Pay equal to 1.5 times the Unit Member's Regular Hourly Rate. Hours Worked is defined as work performed when the Unit Member is on duty, or at any other specified place of work. Hours Worked does not include administrative leave.
2. A Unit Member may only qualify for the Premium Pay if:
 - a) The original set work schedule is satisfied by Hours Worked, and/or
 - b) The original set work schedule is satisfied by using one of the approved leaves which includes: vacation, sick leave, short-term disability leave, military leave, civic duty leave, and bereavement leave. This would not include, but not limited to, leave without pay and administrative leave.
3. The Premium Pay shall be paid in accordance with the following criteria:
 - a) Premium Pay During the 96-Hour Set Work Schedule
 1. The Unit Member will be compensated for any Hours Worked, outside the 96-hour set work schedule, at the Premium Pay until overtime is triggered in accordance with applicable laws.
 - b) Premium Hours During the 120-Hour Set Work Schedule
 1. During the 120-hour set work schedule, the Unit Member will be compensated at the Premium Rate for:
 - 14 hours of the set work schedule, and
 - Any additional Hours Worked outside the 120-hour set work schedule until overtime is triggered in accordance with applicable laws.
 - c) Premium Rate for the 40-Hour Set Work Schedule
 1. The Unit Member will be compensated for any Hours Worked, outside the 40-hour set work schedule, at the Premium Rate until overtime is triggered in accordance with applicable laws.
4. Pilot Program - 2.1 Incentive Premium Pay
 - a) For the term of this MOU, a pilot program will be implemented to provide a staffing incentive pay to 56-hour members working eligible assignments outside of regular shift work. Eligible assignments include special events (excluding NASCAR events), fire watch, instructing department training, and attending department mandatory training. Unit Members will be paid at 2.1 times the 56-hour rate for eligible assignments designated and approved by the Fire Chief or designee. The total number of hours allotted for staffing incentive pay under this pilot program is 2,000 hours per fiscal year. The Fire Chief or designee has full discretion to select and approve eligible assignments for incentive premium pay.
 - b) The above pilot program does not apply to mandatory, partial, callbacks, wildland deployments, and any supplemental apparatus designated to be employed on the normal operation roster in an effort to mitigate surges and expand capacity.

Section 4.6 Call-Back

- A. Definition: "Call Back" means when a Unit Member has left the work site and is requested to respond,

(either by returning to work or via telephone/computer) to a work situation to:

1. Avoid significant service disruption;
2. Avoid placing employees or the public in unsafe situations;
3. Protect and/or provide emergency services to people, property and/or equipment;
4. Respond to emergencies;
5. For administrative purposes.

B. Call Back Pay Rate

1. When a Unit Member is called back to work after Employee has completed the Employee's regular work schedule and has left the premises or post of duty, the Unit Member shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular or base rate of pay, whichever is greater.

Section 4.7 Move-Up Pay

- A. A Unit Member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. Once a Unit Member meets the 12-hour minimum requirement for Move-Up Pay, the additional compensation will apply to all hours worked in Move-Up status during the 24-hour shift.
- B. To be eligible for Move-Up positions and Move-Up Pay, the Member must have successfully completed the department's Move-Up requirements within department policy for the position and maintain certification by completing the required continuing training requirements.
- C. Move-Up Pay will be determined by the Member's rank and the position they are filling, according to the following:
 1. A Firefighter temporarily assigned to work as a Move-Up Engineer shall be paid at Step 0 of the Engineer pay scale.
 2. A Firefighter temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.
 3. An Engineer temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.
 4. A Captain temporarily assigned to work as a Move-Up Battalion Chief shall be paid at an hourly rate of 5% higher than Step 2 of the Captain pay scale.
- D. If any Unit Member is placed on administrative leave or medical leave while in a Move-Up Pay capacity, the Unit Member shall not receive the Move-Up Pay until they are approved to return to full-duty status and resume the duties of the assigned position, if a need still remains.

Section 4.8 56 to 40-Hour Positions

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

Bank. The Unit Member's vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage will be charged as actual hours used. Unit Members' leave balances will not be adjusted during moves to and from 40-hour positions.

C. A Unit Member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:

1. 56 to 40-hour conversion factor:

- a) 56 base hourly rate minus any specialty pay (if applicable)
- b) Base hourly rate X conversion factor of 1.4375
- c) Add back in assignment differential pay of 10% or 12% for paramedic
- d) Add back \$1.10 for TRT pay if applicable
- e) Add back in adjustment for paramedic pay if applicable

2. 40 to 56-hour conversion factor:

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

Section 4.9 On-Call Status

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

1. Reporting Pay

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

2. Time Worked

Employees will not receive on-call pay for time worked.

3. Overtime

Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

4. No On-Call Pay

Employees will not receive on-call pay when they are:

- a) On vacation leave
- b) On sick leave
- c) On administrative leave
- d) Receiving short-term disability benefits
- e) Receiving worker's compensation benefits
- f) On bereavement leave
- g) On an approved leave of absence

- h) Not available to work
- i) Restricted to light duty
- j) Restricted from performing specific work activities

B. Criteria

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

Section 4.10 Market Analysis Article and Resemblance Pay

- A. The City of Avondale will provide Members with a 3% Cost of Living Adjustment (COLA) and a one step merit increase for Fiscal Year 2026. Members who are topped out in their rank will only be eligible for the 3% COLA. If the City of Avondale provides a COLA to all non-represented employees that is greater than 3%, the City of Avondale agrees to provide Members with a COLA equal to the higher percentage.
- B. APFFA will create a market analysis report by October 1, 2024 based on comparator cities’ base wages. The report will be provided to Human Resources and City Management. Within 45 days of submitting the report, a subsequent meeting with APFFA, Human Resources, Finance & Budget, and Fire & Medical, at a mutually agreed upon date and time, will be scheduled to review the report.
 1. Following are Avondale’s comparison communities:
 - Buckeye
 - Chandler
 - Glendale
 - Goodyear
 - Peoria
 - Surprise
 - Tempe
- C. In accordance with Chapter 5, Classification and Compensation, Cost of Living Adjustment section – each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

ARTICLE 5 ABSENT WITH RELIEF

Section 5.1 Absent with Relief

- A. “Absent with Relief” (AWR’s/shift trades) is the practice of individual Members working another individual Member’s scheduled shift. Absence with Relief (AWR’s/shift trades) allows additional Employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. S207\(p\)\(3\)](#).
- B. The City is not responsible for AWR repayment or any disputes that arise between individual Members. The Employee Organization also agrees not to adopt any policy that provides an Employee with any undue compensation that may be considered a gift of City funds.
- C. Utilization of AWR’s should in no way effect the Member’s obligation for maintaining required certifications, attend necessary department training or affect the Member’s ability to maintain a skill level competency needed for performance of their assigned duties.
- D. The maximum number of AWR’s per APFFA member per fiscal year is 60.

ARTICLE 6 EXISTING BENEFITS

Section 6.1 Existing Benefits

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

ARTICLE 7 FISCAL CRISIS

Section 7.1 Fiscal Crisis

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

will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new Represented Employees are hired, as long as the returning Unit Member meets minimum job classification requirements at time of re-hire.

ARTICLE 8 BENEFITS

Section 8.1 Sick Leave

- A. Sick leave is an approved period of absence granted to an Employee due to:
 - 1. Illness, injury or other medical condition which renders the Employee unable to perform the essential duties of the position;
 - 2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an Employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.
- B. Unit Members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.
- C. When Unit Member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit Members will be compensated upon resignation 33.3% of accrued sick leave paid at the Member's regular hourly rate of pay.

Section 8.2 Sick Leave Conversion

Any Unit Member who has accumulated over 672 hours of sick leave can exchange three hours of sick leave for one hour of vacation leave to coincide with MOU Section 8.6 Vacation Sell Back policy dates.

Section 8.3 Sick Leave Pay Out for Retirement

- A. Unit Members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the Member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.
- B. Unit Members with 10 years of continuous service with the City who take a medical retirement due to duty-related injury will receive 100% of the Member's accrued sick leave up to 500 hours at the Member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.
- C. Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the Member's regular hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.4 Sick Leave Death Benefit

If a Unit Member dies in the line of duty, then the Unit Member's beneficiaries shall receive a 100% payout of the Unit Member's accrued sick leave. The payout will be calculated at the Unit Member's base pay rate at the time of death.

Section 8.5 Vacation Accruals

- A. Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:
- | | |
|-------------------|----------------------------|
| 0 to 9.99 years | 12.28 hours per pay period |
| 10 to 14.99 years | 13.57 hours per pay period |
| 15+ years | 14.44 hours per pay period |
- B. Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 392 hours. Vacation leave accumulated in excess of 392 hours as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorizes an exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

Section 8.6 Vacation Sell Back

- A. Unit Members are permitted to sell back vacation at the Member's regular hourly rate of pay once annually. Members desiring to sell back vacation must submit the appropriate form by the first administrative workday of October. Vacation sell back checks will be issued by the second pay period in December. Eligible Employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. The department director will determine if their department is able to financially support the request. If the department's budget only can support a limited number of Employees to receive the sell back; the department director will use seniority to determine their approval or denial of the request for sell back of vacation and submit to Human Resources/Payroll for final approval and payment.
- B. A Unit Member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a Unit Member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.
- C. The maximum number of vacation sell-back hours per APFFA Member per fiscal year is 375.

Section 8.7 Vacation Leave Payout

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

Section 8.8 Deferred Compensation Plans

- A. Deferred Compensation Plans
1. The City of Avondale shall contribute an amount of \$50.00 per pay period to each employee's 457b Deferred Compensation Plan. In order to receive a \$50.00 per pay period contribution from the City of Avondale, the Employee is required to make a minimum \$50.00 per pay period contribution to the plan.
 2. At the Employee's separation, exiting the Deferred Retirement Options Plan (DROP), or not making the minimum \$50.00 contribution, the City of Avondale's contribution will cease.
 3. Participation in the 457b Deferred Compensation Plan is optional.

Section 8.9 Post-Retirement Health Plan ("PEHP")

- A. The City agrees to facilitate Eligible Employees' participation in the PEHP. With the exception of Section

9.1 Item C, the plan shall be funded solely with mandatory Eligible Employees' contributions. For the purpose of this section, an Eligible Employee includes Unit Members and specific probationary employees as set forth in Section 1.2 Item D. The parties hereto designate the approved City retirement vendor(s) for Post-Retirement Health Plans. The Eligible Employee shall not be entitled to receive such PEHP contribution in form of pay or any other benefit. The City shall remit the mandatory Eligible Employee contributions directly to the Eligible Employees' PEHP account. The City is not responsible to address any questions, concerns or issues post deposit with the PEHP benefit plans and will refer any and all Employee inquiries to the retirement vendor(s) for review and resolution.

- B. For the term of this agreement, the City shall facilitate the mandatory Eligible employee contribution by transferring 1.5% of the Eligible Employee gross salary, per pay period to said (PEHP) Plan. Upon termination of employment, Eligible Employees will be entitled to direct the City to pay accrued sick leave and accrued vacation pay into their PEHP account. The maximum amount of accrued sick leave and vacation leave eligible for such directed payment into the PEHP is as follows:
 - 1. Accrued Sick Leave for Eligible Employees terminating employment pre-retirement: Payment into the PEHP will be a maximum of 33.3% of accrued sick leave at the Employee's current hourly rate.
 - 2. Accrued Sick Leave for Eligible Employees retiring: Payment into the PEHP will be made pursuant to Section 8.3 Sick Leave Pay Out for Retirement.
 - 3. Accrued Vacation Leave payment into the PEHP for an Eligible Employee's accrued vacation leave will be as directed by each terminating Eligible Employee up to their maximum accrued vacation leave. With the exception of Section 9.1 Item C, the City of Avondale shall have no obligation to contribute any employer funds to the PEHP now or in the future.
- C. The City shall have no obligation to review or approve investment options for the PEHP and individual Eligible Employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.
- D. The City shall have no obligation or related liability to review or approve the fees charged by the retirement vendor(s) to individual Eligible Employees. The Association shall review any fees charged by the retirement vendor(s) to determine whether they are fair, reasonable and appropriate.
- E. The City shall have no obligation or related liability in connection with the establishment and operation of the PEHP and related voluntary employees beneficiary association ("VEBA"). The Association shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
- F. With the exception of Section 9.1 Item C, nothing in this MOU shall be construed as obligating the City to assume responsibility or pay for retiree health coverage for Employees of the City. The City of Avondale expressly disclaims any such obligation.
- G. The City assumes no liability on account of any action taken in connection with the PEHP. The Association agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the Association's participation in the PEHP and related VEBA.

Section 8.10 Other Leaves

A. Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. Unit Members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit Members receive 11 hours of

bereavement leave for the Unit Member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the Employees set schedule.

B. Military Leave

Unit Members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The Unit Member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the Unit Member will receive paid military leave in the amounts allocated in ARIZ. REV. STAT. § 38-610. This includes any future legislative changes to ARIZ. REV. STAT. §38-610 implemented prior to June 30, 2026, which may impact the allocated military leave amounts.

C. Civic Duty Leave

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

D. General Election Day

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

E. Appearance as a Witness

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

F. Jury and Witness Fees

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

Section 8.11 Non-hazardous Duty for Pregnancy

- A. The City will offer non-hazardous duty for pregnancy from the time the pregnant Unit Member provides written notification from a health care provider of the pregnancy. The written notification will be provided to the Human Resources Department. At the pregnant Unit Member's request or at the direction of her attending health care provider, the affected pregnant Unit Member will be placed on non-hazardous duty. The pregnant Unit Member will be on non-hazardous duty from the time of her acceptance of such duty until maternity leave begins.
- B. Non-hazardous duty shall mean an assignment within the City in which the pregnant Employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department then the

Human Resources Department will provide the pregnant Unit Member with a non-hazardous duty assignment within the City.

C. The pregnant Unit Member shall be paid at their conversion pay rate for hours worked in a forty-hour work week subject to the 56 to 40-hour conversion factor in Section 4.8 at the beginning of a pay period. When an Employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56-hour) and non-suppression (40-hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a Unit Member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the Unit Member returns to work without limitation she will be paid at the 56 to 40-hour conversion factor starting at the beginning of a pay period.

D. Definition and Examples of Hazardous Duty:

1. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
2. Examples of Hazardous Duty (this list is not all inclusive):
 - a) Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke, (toxicity)
 - b) Biological Hazard (Air or Blood borne Pathogens)
 - c) Equipment, axes, chainsaws, ladders, etc. (machinery safety)
 - d) Exposure to treacherous environments that could cause falls, trips and slips
 - e) Traffic Hazards
 - f) Heat Related Illness, (from firefighter gear; can be excessively hot and heavy)
 - g) Falling objects (Walls and ceilings giving way)
 - h) Performing Continuous Cardio Pulmonary Resuscitation (CCPR)
 - i) Psychological Hazards (traumatic and stressful events)
 - j) Charged Hoses
 - k) Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
 - l) Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

Sections 8.12 Holiday Pay

- A. In lieu of a Holiday Bank, the Vacation accrual rate for 56-hour members includes holiday leave. The Vacation accrual rate includes hours for 11 City observed holidays and 1 personal day.
- B. If a 56-hour Unit Member works on a City designated holiday (in accordance with AP-42 holiday schedule), the Unit Member shall receive 12 hours of holiday pay at his or her regular hourly rate. Holiday hours shall not be calculated as hours worked for the purposes of calculating overtime.

Below is a list of City designated holidays as of October 31, 2023; however, AP-42 will be the primary source for City designated holidays and is updated prior to the start of each fiscal year:

1. New Year's Day
 2. Martin Luther King Jr. Day
 3. President's Day
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Friday after Thanksgiving Day
 11. Christmas Day
- C. If the city adds an additional holiday, the 56-hour Unit Member shall receive 12 hours added to their vacation bank.

ARTICLE 9 MEDICAL AND PHYSICAL FITNESS EXAMINATIONS

Section 9.1 Fitness Examinations

- A. During the term of this Memorandum of Understanding the Fire Department will provide Members a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.
- B. If during the mandatory annual physical exam and testing, a Unit Member is restricted from full duty for further evaluation, the Unit Member will be offered the option of working light duty or using sick leave until returned to full duty. The Unit Member must be cleared for the light duty assignment by the physician. The Chief shall consult with Human Resources to determine the applicability of the light duty assignment. If the assessment concludes that the Unit Member is not qualified to perform the essential functions of his/her job, the Chief shall consult with Human Resources to determine the applicability of the Family Medical Leave Act and/or American with Disabilities Act.
- C. Unit Members, who retire on or after July 1, 2024 through June 30, 2026, will be eligible, upon retirement, for a one-time \$5,000 contribution to a Post-Employment Health Plan, contingent on available funding. This one-time contribution is intended for the reimbursement of an annual medical and physical fitness examination and can be used for other qualified medical expenses.

Section 9.2 Records Storage

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

ARTICLE 10
UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

Employees will be paid \$650.00 for uniform allowance, (2) times a year. \$650.00 will be paid by the second pay period in July and by the second pay period in December of each fiscal year. Clothing Damaged while on duty will be replaced on a one for one basis.

ARTICLE 11
PRODUCTIVITY PAY

Section 11.1 Productivity Pay

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

ARTICLE 12
LABOR MANAGEMENT COMMITTEE
Employee Involvement Process (EIP)

Section 12.1 Purpose and Governance of Committee

- A. There shall be an internal Fire Department Labor Management Committee established with five elected executive board members from the IAFF, Local 3924 and five administrative members appointed by the Fire Chief. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems. The Fire Labor Management Committee is not an arm of the City Council, nor a public body or committee created by the City Council and shall not report to the City Council.
- B. The Labor/Management Committee will operate from the “Avondale Fire & Medical Labor/Management Process” DRAFT document that was revised on 11/12/19. A mutual agreement will be reached between the APFFA and the Fire Chief on any changes to the DRAFT version. The Labor/Management Committee will meet at mutually scheduled times monthly.
- C. Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

Section 12.2 Retreat Funds

- A. Funds for the annual EIP labor/management retreat (\$12,000) and the awards banquet (\$7,000) are in the Fire Department budget. Funds can only be re-allocated by mutual agreement of APFFA Local’s President and Fire Chief. No other City department will be allowed to use these funds.
- B. Expenditure of City funds for these functions shall not exceed \$12,000 for the annual labor management retreat and \$7,000 for the annual award banquet unless approved through the City’s budget supplemental request process.

**ARTICLE 13
HUMAN RESOURCES LIAISON**

Section 13.1 Human Resources Liaison

- A. The Human Resources Department will endeavor to train its Employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.
- B. As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager's Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

ARTICLE 14 CLARIFICATION

Section 14.1 Clarification

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

**ARTICLE 15
PROCEDURE FOR ALLEGED BREACH OF MOU**

Section 15.1 Procedure

- A. Before initiating the appeal process, a Unit Member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be submitted within seven (7) calendar days of the Unit Member learning of the breach and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.

- E. The City Manager and the President of the Association will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

ARTICLE 16 SAVINGS CLAUSE

Section 16.1 Savings

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

ARTICLE 17 TERM AND EFFECT

Section 17.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2024 and remain in full force and effect until midnight June 30, 2026, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 17.2 Conflict

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

Section 17.3 Agreement and Reopener

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____, 2024.

CITY OF AVONDALE

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

By:

By:

RON CORBIN, City Manager

RYAN TUSSING, President

ATTEST:

MARCELLA SARMIENTO, City Clerk

ATTACHMENT A

APFFA MOU Wage Tables

Fiscal Years 2025

Firefighter								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	20.17	23.57	21.27	21.12	24.67	24.52	22.22	25.62
1	21.18	24.58	22.28	22.13	25.68	25.53	23.23	26.63
2	22.24	25.64	23.34	23.19	26.74	26.59	24.29	27.69
3	23.35	26.75	24.45	24.30	27.85	27.70	25.40	28.80
4	24.52	27.92	25.62	25.47	29.02	28.87	26.57	29.97
5	25.74	29.14	26.84	26.69	30.24	30.09	27.79	31.19
6	27.03	30.43	28.13	27.98	31.53	31.38	29.08	32.48
7	28.38	31.78	29.48	29.33	32.88	32.73	30.43	33.83
Engineer								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	29.80	33.20	30.90	30.75	34.30	34.15	31.85	35.25
1	31.29	34.69	32.39	32.24	35.79	35.64	33.34	36.74
2	32.85	36.25	33.95	33.80	37.35	37.20	34.90	38.30
Captain								
July 1, 2024-June 30, 2025								
Steps	Base Hourly Rate	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:	Base Plus:
		Paramedic	Tech. Rescue	Bilingual	Paramedic	Paramedic	Tech. Rescue	Paramedic
					Tech. Rescue	Bilingual	Bilingual	Tech. Rescue
								Bilingual
0	34.50	37.90	35.60	35.45	39.00	38.85	36.55	39.95
1	36.22	39.62	37.32	37.17	40.72	40.57	38.27	41.67
2	38.03	41.43	39.13	38.98	42.53	42.38	40.08	43.48

Fiscal Year 2026

Firefighter								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	20.78	24.18	21.88	21.73	25.28	25.13	22.83	26.23
1	21.82	25.22	22.92	22.77	26.32	26.17	23.87	27.27
2	22.91	26.31	24.01	23.86	27.41	27.26	24.96	28.36
3	24.05	27.45	25.15	25.00	28.55	28.40	26.10	29.50
4	25.26	28.66	26.36	26.21	29.76	29.61	27.31	30.71
5	26.51	29.91	27.61	27.46	31.01	30.86	28.56	31.96
6	27.84	31.24	28.94	28.79	32.34	32.19	29.89	33.29
7	29.23	32.63	30.33	30.18	33.73	33.58	31.28	34.68
Engineer								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	30.69	34.09	31.79	31.64	35.19	35.04	32.74	36.14
1	32.23	35.63	33.33	33.18	36.73	36.58	34.28	37.68
2	33.84	37.24	34.94	34.79	38.34	38.19	35.89	39.29
Captain								
July 1, 2025-June 30, 2026								
Steps	Base Hourly Rate	Base Plus: Paramedic	Base Plus: Tech. Rescue	Base Plus: Bilingual	Base Plus: Paramedic Tech. Rescue	Base Plus: Paramedic Bilingual	Base Plus: Tech. Rescue Bilingual	Base Plus: Paramedic Tech. Rescue Bilingual
0	35.54	38.94	36.64	36.49	40.04	39.89	37.59	40.99
1	37.31	40.71	38.41	38.26	41.81	41.66	39.36	42.76
2	39.17	42.57	40.27	40.12	43.67	43.52	41.22	44.62

ATTACHMENT B

Productivity Pay Table Fiscal Years 2025 – 2026

(07/01/2024 - 06/30/2026)

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

ITEM NUMBER: 5.b.

SUBJECT: Senior Services Update

MEETING DATE: 1/22/2024

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome 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.
 - Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
 - Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.
 - Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.
 - Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City staff will provide an update regarding the Avondale Senior Services Program. This item is for information and discussion only.

BACKGROUND:

For over thirty (30) years, the city of Avondale has received grant funding from the Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals. Additional funding support is also received from the cities of Goodyear and Litchfield Park, all of which supplement the funding provided by the city of Avondale to support programs and services provided to eligible residents in the Avondale, Goodyear and Litchfield Park areas. These services include congregate meals, home-delivered meals, multipurpose center operations and activities, and transportation.

DISCUSSION:

Staff will provide an update on Senior Service programs and services, plans for meeting increased service

needs and information on recent program changes and impact.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution: