



City of Avondale

City Council Meeting

Monday, March 25, 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

Dale Nannenga, Deputy 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 the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, March 25, 2024

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. WOMEN'S HISTORY MONTH PROCLAMATION

City Council will present a Proclamation recognizing March 2024 as Women's History Month. 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. APPOINTMENTS TO BOARDS AND COMMISSIONS

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

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

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 Juanita Alicia Esparza for the sale of alcohol at Carolina's Mexican Food Avondale located at 27 N Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. LAND PURCHASE BUDGET AND AWARD AUTHORITY FOR NORTHSIDE BOOSTER WELL SITE (U0090)

City Council will consider a request to: (a) approve a budget amendment in the amount of \$100,000 from the Water Contingency line item to the Northside Booster Well Site (U0090) project for the purpose of purchasing land in FY2024 for a future water well site and beginning well site design; (b) authorize administrative award authority for the land purchase and related design expenditures; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1025-0324 - REPEALING RESOLUTION 1001-0124 AND ADOPTING THE 2024 PRIMARY ELECTION DATE FOR THE ADOPTION OF THE STATE OF ARIZONA NOMINATION FILING DATES, BALLOT PREPARATION DATES, AND STATE ELECTION PROCEDURES MANUAL FOR THE JULY 30, 2024 MUNICIPAL ELECTION

City Council will consider a request to adopt Resolution 1025-0324, repealing Resolution 1001-0124 and adopting the 2024 Primary Election date, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the July 30, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1026-0324 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR PUBLIC SAFETY TRAINING

City Council will consider a request to adopt Resolution 1026-0324 authorizing an Intergovernmental Agreement with the City of Glendale for the Glendale Regional Public Safety Training Center 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 1027-0324 - INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY HUMAN SERVICES DEPARTMENT AND NEWTOWN COMMUNITY DEVELOPMENT CORPORATION AND THE CITY OF AVONDALE FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS

City Council will consider a request to adopt Resolution 1027-0324 associated with a grant application submitted by Newtown Community Development Corporation to the Maricopa County HOME Consortium for HOME Investment Partnerships (HOME) Community Housing Development Organization (CHDO) funds, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1028-0324 – AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

City Council will consider a request to adopt Resolution 1028-0324 to approve acceptance of a Healthy Forest Initiative Grant through the Arizona Department of Forestry and Fire Management for an amount of up to \$140,000 and authorizes the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1029-0324 AND 1030-0324 ENTRADA PHASE 1 – MAINTENANCE IMPROVEMENT DISTRICT NO. 42 - APPLICATION PL-23-0152

City Council will consider a request to: (a) approve a Petition for Formation; (b) adopt Resolution 1029-0324, declaring its intention to form the City of Avondale Maintenance Improvement District No. 42, Entrada Phase 1, providing for the assessment; (c) adopt Resolution 1030-0324, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment, declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Entrada Phase 1 is located at the northwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

i. FINAL PLAT - ENTRADA PHASE 1 - APPLICATION PL-23-0152

City Council will consider a request by Daniel Auxier, EPS Group Inc., on behalf of the property owner Meritage Homes of Arizona Inc., for approval of the Entrada Phase 1 Final Plat, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat subdivides approximately 30.7 acres into 136 single-family residential lots (18.7 acres), 5.2 acres of open space tracts, and dedicates approximately 6.8 acres of right-of-way and associated public utility easements throughout the subdivision. The subject property is located at the northwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

j. FINAL PLAT - VILLAS AT ASCEND RE-PLAT OF LOT 5 - APPLICATION PL-22-0361

City Council will consider a request by Andie Hemmah, on behalf of property owner Nico Howard, Crescent Acquisitions LLC, for approval of the Re-Plat for Villas at Ascend Lot 5, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Re-Plat intends to subdivide the approximately 12.5 acre site into 125 residential townhome lots with private streets, a community pool, and common areas to service the development. The Council will take appropriate action.

5. REGULAR AGENDA

a. COUNCIL BUDGET DISCUSSION

City staff will present an update on the City's finances and seek Council's feedback on the FY2025 budget. This item is for discussion only; no Council action will be taken.

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

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located at 190 N. Litchfield Road, Goodyear, Arizona. 85338.

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.a.

SUBJECT: Women's History Month Proclamation

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Ron Corbin, City Manager

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

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

STRATEGIC PLAN:

This item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will present a Proclamation recognizing March 2024 as Women's History Month. This item is for discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing March 2024 as Women's History Month.

DISCUSSION:

Women of every race, class, and ethnic background have made historical contributions to the growth and strength of our nation in countless recorded and unrecorded ways and have served as leaders in their communities. Women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, and the civil rights movement, which created a more fair and just society for all.

The City of Avondale has a rich history of many dynamic and great women leaders, community servants, entrepreneurs and business professionals, educators, and more that have made their influence felt and constructed the path for the city we are today. This includes former mayors Dessie Lorenz and Marie Lopez Rogers, as well as the many women who have served on the City Council and those who serve today.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: *Torin Sadow, Sr Management Analyst*
Aneyssa Romor, Management Analyst
Sandra Salas, Management Analyst



**WOMENS HISTORY MONTH
March 2024**

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways and have served as leaders in their communities; and

WHEREAS, through leadership, innovation, and ingenuity, generations of women have made significant contributions in science, medicine, technology, business, politics, entrepreneurship, and arts and culture; and

WHEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, women have served our country courageously in the military; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, and the civil rights movement, which create a more fair and just society for all; and

WHEREAS, the City of Avondale has a rich history of many dynamic and great women leaders, community servants, entrepreneurs and business professionals, educators, and more that have made their influence felt and constructed the path for the city we are today. This includes former mayors Dessie Lorenz and Marie Lopez Rogers, as well as the many women who have served on the City Council and those who serve today; and

WHEREAS, the City of Avondale is proud to honor the history and contributions of women in our community and throughout our state and our Nation.

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim March 2024 as Women's History Month and urge all residents to celebrate the contributions women have made to the United States and recognize the specific achievements women have made over the course of history.

Mayor Weise

Vice Mayor Pineda

Council Member Conde

Council Member Malone

Council Member Nielson

Council Member Solorio

Council Member White

Attest: _____
City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: 3/25/2024

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. The approval of this agenda item will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

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

BACKGROUND:

The City Council Subcommittee on Boards, Commissions, and Committees (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on February 26, 2024 and made appointment recommendations.

As required in the City Council Rules of Procedures, all candidates have been notified of the recommendations.

DISCUSSION:

The Subcommittee recommended the following:

PLANNING COMMISSION:

- Alex McBurney as a Regular Member with a partial term to expire on 12/31/2024.
- Shaun Grimm as a Regular Member with a partial term to expire on 12/31/2024.
- Mary Guzman as a Regular Member when a new vacancy arises (first to be appointed).
- Olivia Pineda as a Regular Member when a new vacancy arises (second to be appointed).

PARKS AND RECREATION ADVISORY BOARD:

- Amy Soucinek moved up from an Alternate Member to a Regular Member with a full term to expire on 12/31/2026.
- Timothy Kroll as an Alternate Member with a partial term to expire on 12/31/2025.

MUNICIPAL ART COMMITTEE:

- Janice Graham moved into a Special Qualification* seat with a partial term to expire on 12/31/2025.
- Denise Thiel as a Regular Member with a full term to expire on 12/31/2026.

*Ms. Graham is a resident of the City of Avondale and a teacher at Glendale Community College with art class experience.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

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

Contact person for document distribution: n/a

ITEM NUMBER: 4.b.

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

MEETING DATE: 3/25/2024

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 Juanita Alicia Esparza for the sale of alcohol at Carolina's Mexican Food Avondale located at 27 N Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Carolina's Mexican Food Avondale is an existing establishment located at 27 N Dysart Road in Avondale. The site is zoned Old Town Avondale Business District (OTAB), in the Heritage Subdistrict. 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 Juanita Alicia Esparza for the sale of alcohol at Carolina's Mexican Food Avondale located at 27 N Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Julie Knoll

**CAROLINA'S MEXICAN FOOD WEST, LLC -
Member**

Name: ANGELA JO HERNANDEZ
Gender: Female
Correspondence Address: 27 N DYSART ROAD
AVONDALE , AZ 85323
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]@CAROLINASMEX.COM

**CAROLINA'S MEXICAN FOOD WEST, LLC -
Member**

Name: JENNIFER HERNANDEZ
Gender: Female
Correspondence Address: 27 N DYSART ROAD
AVONDALE , AZ 85323
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]@CAROLINASMEX.COM

**CAROLINA'S MEXICAN FOOD WEST, LLC -
Member**

Name: JOSEPHINE HERNANDEZ
Gender: Female
Correspondence Address: 27 N DYSART ROAD
AVONDALE , AZ 85323
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]@CAROLINASMEX.COM

APPLICATION INFORMATION

Application Number: 279171
Application Type: New Application
Created Date: 01/25/2024

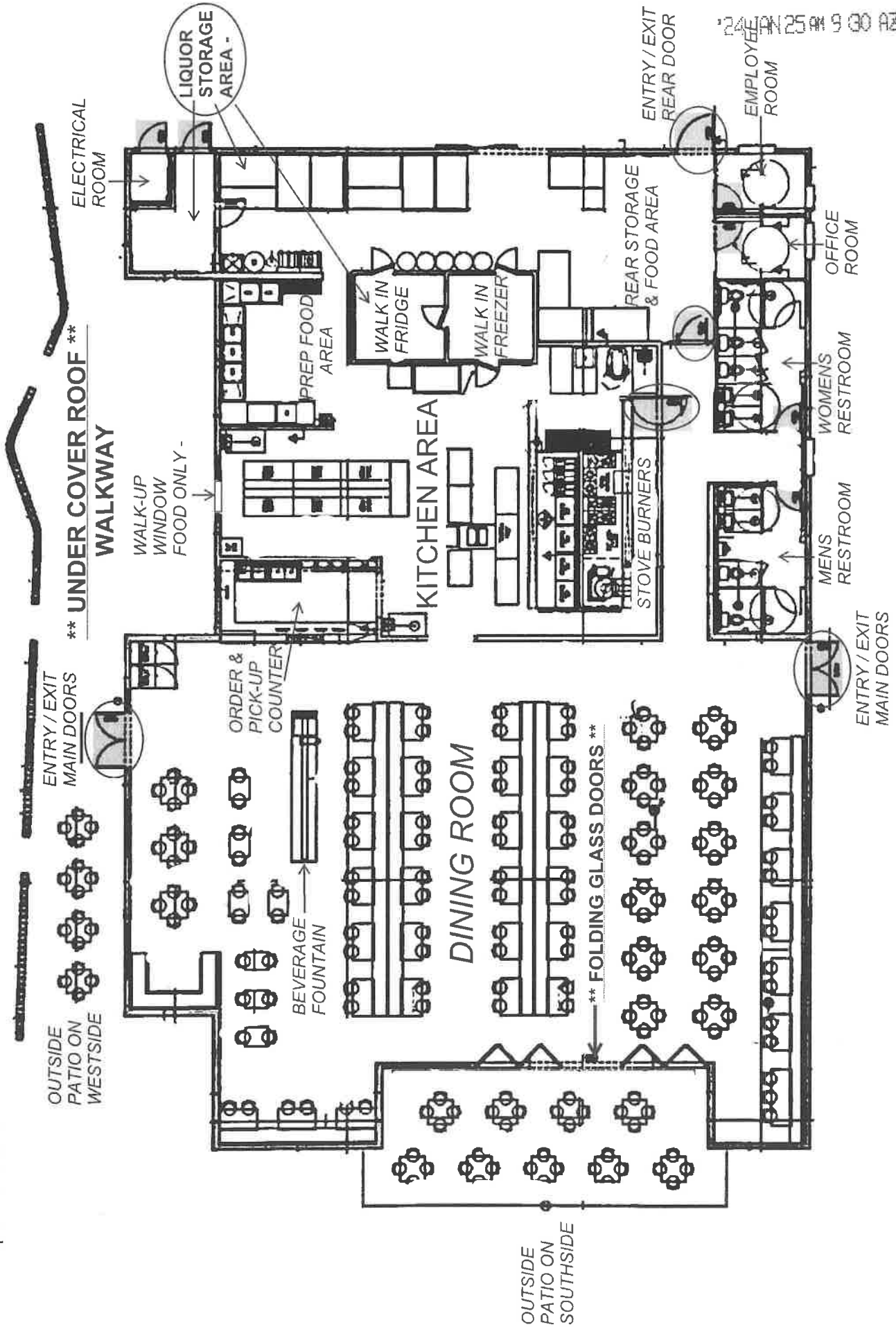
QUESTIONS & ANSWERS

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
PROPERTY PURCHASER
- 3) Is there a penalty if lease is not fulfilled?
No
- 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.
\$1,600,000.00
- 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)?
PATIO CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
MEXICAN RESTAURANT

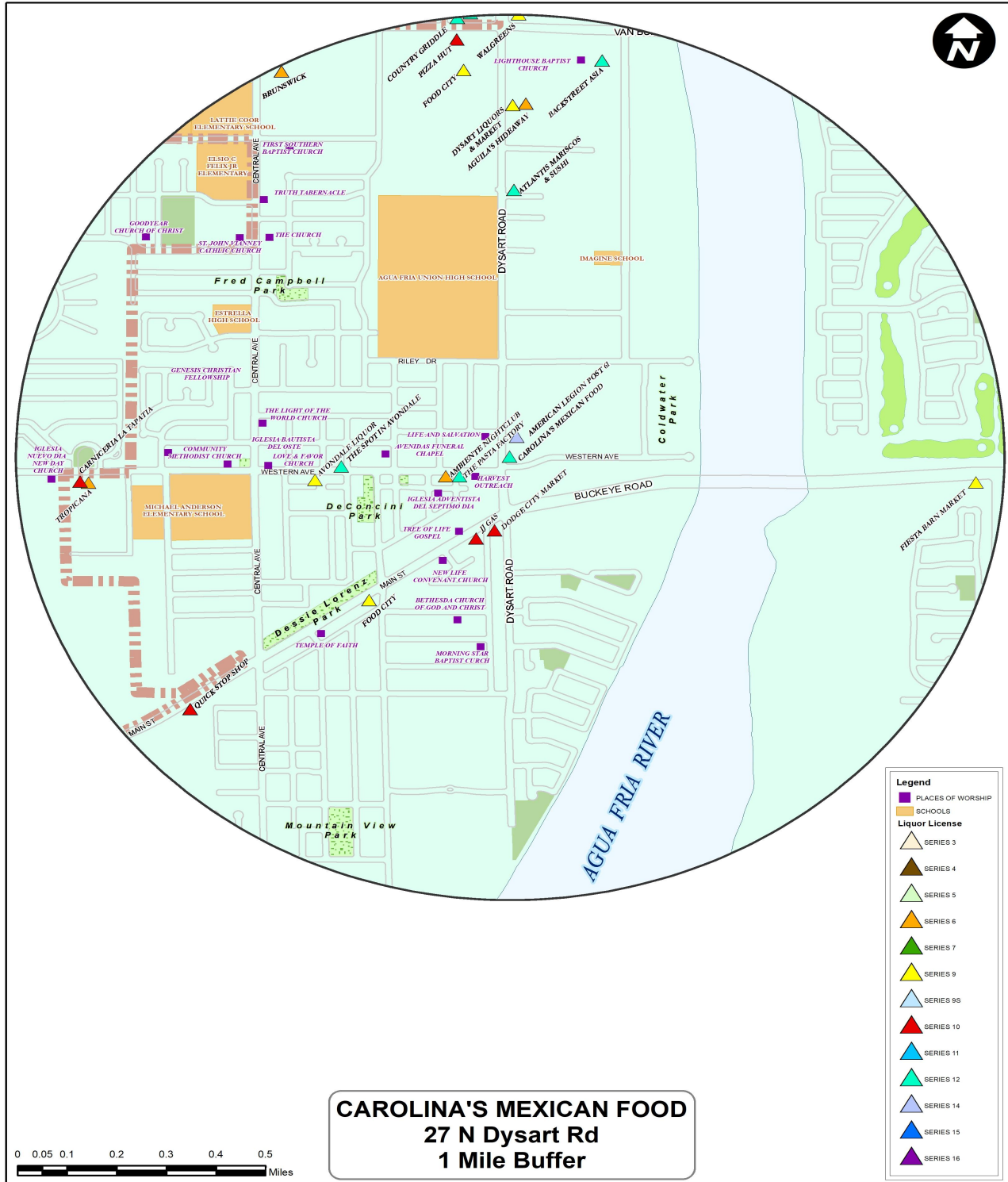
Carolina's Mexican Food @ Avondale

Occupant Load: 269



7,212 Total Square Footage

GIS MAP



LICENSE REVIEW FORM

Type of License	Series12- Restaurant
Applicant's Name	Juanita Alicia Esparza
Business Name	Carolina's Mexican Food Avondale
Business Address	27 North Dysart Road, Avondale, Arizona 85323
Department Comments	
The subject site is zoned Old Town Avondale Business District (OTAB), in the Heritage Subdistrict. Restaurants, without drive-through, are permitted with conditions in this zoning district. Per Section 28-57(e)(10), restaurants without a drive-through lane are allowed in the Heritage and Neighborhood Subdistrict provided that:(A)Restaurants within the Neighborhood Subdistrict shall comply with the conditions listed in subsection 28-57(e)(1), above.(B)Restaurants shall schedule regularly occurring trash pickups and provide individual dumpsters to ensure that objectionable odors are minimized.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u><i>Catherine Lorbeer</i></u> Catherine Lorbeer (Feb 13, 2024 15:09 MST)	<u>Deputy Director - Planning</u>
E-Signature	Title
<u>Catherine Lorbeer</u>	<u>Feb 13, 2024</u>
Name	Date

This license is scheduled for the City Council Meeting on: 3/25/2024

Please complete form by: 3/5/2024

LICENSE REVIEW FORM

Type of License	Series12- Restaurant
Applicant's Name	Juanita Alicia Esparza
Business Name	Carolina's Mexican Food Avondale
Business Address	27 North Dysart Road, Avondale, Arizona 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 (Feb 14, 2024 09:14 MST)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Feb 14, 2024</u>
Name	Date

This license is scheduled for the City Council Meeting on: 3/25/2024

Please complete form by: 3/5/2024

LICENSE REVIEW FORM

Type of License	Series12- Restaurant
Applicant's Name	Juanita Alicia Esparza
Business Name	Carolina's Mexican Food Avondale
Business Address	27 North Dysart Road, Avondale, Arizona 85323
Department Comments	
NO COMMENTS	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 L Scott Miller (Feb 14, 2024 09:22 MST)	Fire Marshal
E-Signature	Title
L Scott Miller	Feb 14, 2024
Name	Date

This license is scheduled for the City Council Meeting on: **3/25/2024**

Please complete form by: **3/5/2024**

LICENSE REVIEW FORM

Type of License	Series12- Restaurant
Applicant's Name	Juanita Alicia Esparza
Business Name	Carolina's Mexican Food Avondale
Business Address	27 North Dysart Road, Avondale, Arizona 85323
Department Comments	
Not withstanding the multiple title 4 violations listed in the application provided by the Licensing Agent, the application was reviewed for the area of responsibility and found to be in compliance with nothing to report.	
☒ Police Department☐ Fire Department ☐ Development Services☐ Finance Department	
☒ Approved☐ Denied	
 Mathew Hintz (Feb 29, 2024 12:45 MST) _____ E-Signature Mathew Hintz _____ Name	Police Lieutenant _____ Title Feb 29, 2024 _____ Date

This license is scheduled for the City Council Meeting on: 3/25/2024

Please complete form by: 3/5/2024

ITEM NUMBER: 4.c.

SUBJECT: Land Purchase Budget and Award Authority for Northside Booster Well Site (U0090)

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

Innovative Program and Service Delivery: Avondale will continue to serve as a model of innovative, efficient, and responsive government. This proactive action ensures the City can acquire the land needed to proceed with the Northside Booster Well Site.

PURPOSE:

City Council will consider a request to: (a) approve a budget amendment in the amount of \$100,000 from the Water Contingency line item to the Northside Booster Well Site (U0090) project for the purpose of purchasing land in FY2024 for a future water well site and beginning well site design; (b) authorize administrative award authority for the land purchase and related design expenditures; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The 2018 Integrated Utility Master Plan identified that the Northside Reservoir and Booster Station in the vicinity of Indian School Road and El Mirage Road is planned to accept water from an additional water production well at the anticipated future build-out. Land for the well site (Parcel #501-64-774 - see attached map) needs to be purchased prior to development occurring in the area.

DISCUSSION:

The Public Works Department is seeking to complete the purchase of the land prior to the end of FY2024 to ensure the best possible price for the purchase and allow the commencement of the design work for the new well. Funding for the land purchase was previously planned for the FY2025 budget.

BUDGET IMPACT:

The \$100,000 appropriation necessary to purchase the land and begin the design work exists within the Water Contingency line item and will be transferred to U0090 – Northside Booster Well Site – Land Purchase & DCR (Design Concept Report). The fund has sufficient fund balance to support this purchase.

RECOMMENDATION:

Staff recommends City Council to: (a) approve a budget amendment in the amount of \$100,000 from the Water

Contingency line item to the Northside Booster Well Site (U0090) for the purpose of purchasing land in FY2024 for a future water well site and the beginning of design; (b) authorize administrative award authority for the land purchase and related design expenditures; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

*Contact person for document distribution: Suzie Hunter
Kirk Beaty*



ITEM NUMBER: 4.d.

SUBJECT: Resolution 1025-0324 - Repealing Resolution 1001-0124 and adopting the 2024 Primary Election date for the adoption of the State of Arizona Nomination Filing Dates, Ballot Preparation dates, and State Election Procedures Manual for the July 30, 2024 Municipal Election

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1025-0324, repealing Resolution 1001-0124 and adopting the 2024 Primary Election date, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the July 30, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

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

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

On February 9, 2024, Governor Katie Hobbs Signed House Bill 2785, moving the Primary Election date from

August 6, 2024 to July 30, 2024.

DISCUSSION:

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

The legislature of the State of Arizona amended Arizona Revised Statutes Section 16-311 governing the deadlines for the filing of nomination petitions in order to comply with the requirements of federal law regarding the distribution of ballots to members of the United States Armed Forces detailed to active duty in locations outside the United States and its political subdivisions which the county and city are mandated to comply. Following the deadlines contained in the Charter of the City of Avondale would place the city and county at risk of violating such requirements of federal law. For the city to meet the legal requirements of a consolidated election performed by Maricopa County, the state statute deadlines must be used. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on July 30, 2024 in accordance with the provisions of State of Arizona and United States Statutes as applicable, notwithstanding any provisions of the Charter of the City of Avondale.

The candidate filing deadlines in Section 16-311 (March 2 through April 1, 2024) and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on July 30, 2024, and being conducted by Maricopa County, notwithstanding any other provisions of the City of Avondale codes or charter.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Staff recommends adoption of Resolution 1025-0324, repealing Resolution 1001-0124 and adopting the 2024 Primary Election date, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the July 30, 2024 election, adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency.

Contact person for document distribution: Marcella Sarmiento

RESOLUTION NO. 1001-0124

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

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

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

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

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

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

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

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

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

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

SECTION 2. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on August 6, 2024, and if necessary, a municipal election to be held on November 5, 2024, in accordance with the provisions of State of Arizona and United States statutes as applicable, notwithstanding any provisions of the City Charter.

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

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

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

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

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

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CERTIFICATION

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

Marcella Sarmiento, City Clerk

RESOLUTION NO. 1025-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, REPEALING RESOLUTION 1001-0124 RELATING TO THE STATE OF ARIZONA ELECTION REQUIREMENTS AND ADOPTING THE STATE OF ARIZONA NOMINATION PETITION FILING DATES AND BALLOT PREPARATION DATES FOR THE MUNICIPAL ELECTION TO BE HELD ON JULY 30, 2024, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, ADOPTING THE ARIZONA SECRETARY OF STATE ELECTION PROCEDURES MANUAL AS THE PROCEDURES FOR HOLDING THE MUNICIPAL ELECTION TO BE HELD ON JULY 30, 2024, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AS TO ALL PROCEDURES IN ORDER TO PROVIDE CONSISTENCY IN MANAGING THE ELECTION FOR MARICOPA COUNTY, NOTWITHSTANDING ANY PROVISIONS OF THE CHARTER OF THE CITY OF AVONDALE OR THE ORDINANCES RELATING TO SUCH ELECTION HERETOFORE ADOPTED, OR THE PROVISIONS OF STATE LAW GOVERNING ELECTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, by Resolution 1001-0124, adopted on January 8, 2024 (the “Prior Resolution”), the Mayor and Council of the City of Avondale, Arizona (the “City Council”). Adopted the State of Arizona nomination filing dates, ballot preparation dates and state election procedures manual for the August 6, 2024 municipal election; and

WHEREAS, on February 9, 2024, Governor Katie Hobbs (the “Governor”) signed House Bill 2785 changing the primary election date from August 6, 2024 to July 30, 2024; and

WHEREAS, on March 6, 2024, the Governor signed Senate Bill 1285 modifying several election related requirements for the primary and general elections; and

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

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

WHEREAS, ARIZ. REV. STAT. § 16-452 prescribes an Official Instructions and Procedures Manual of Electronic Voting Systems and Procedures, in electronic voting systems security and

field check and review of electronic voting systems and which Maricopa County, Arizona (the “County”) is mandated to use in performing consolidated elections for political subdivisions within the County, and

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

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

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

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

WHEREAS, the City desires to repeal the Prior Resolution and adopt the primary municipal election date of July 30, 2024 and all other related election requirements and procedures as required by state statute.

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

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

SECTION 2. Resolution 1001-0124 is hereby repealed.

SECTION 3. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on July 30, 2024, and if necessary, a municipal election to be held on November 5, 2024, in accordance with the provisions of State of Arizona and United States statutes as applicable, notwithstanding any provisions of the City Charter.

SECTION 4. Maricopa County is authorized to use the State of Arizona Electronic Voting System Instructions and Procedures Manual for the municipal election to be held on July 30, 2024, and if necessary, a municipal election to be held on November 5, 2024, as to all procedures not specifically provided for in provisions of the City Charter, the ordinances relating to such election heretofore adopted, or the provisions of State law governing elections.

SECTION 5. The filing deadlines in ARIZ. REV. STAT. § 16-311 and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on July 30, 2024, and if necessary, a municipal election to be

held on November 5, 2024, and being conducted by Maricopa County, notwithstanding any other provisions of the City Charter, and City codes or ordinances.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution having been passed by a $\frac{3}{4}$ vote of the entire City Council, shall be in full force and effect from and after its passage by the City Council as required by the City Charter and is hereby exempted from the referendum clause of the City Charter.

SECTION 7. 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, March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1025-0324 was duly passed and adopted by the Mayor and Council of the City of Avondale, Arizona at a regular meeting held on March 25, 2024, and the vote was _____ ayes and _____ nays and that _____ members of the City Council were present thereat.

Marcella Sarmiento, City Clerk

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1026-0324 - Intergovernmental Agreement with the City of Glendale for Public Safety Training

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

THROUGH: Dale Nannenga, Deputy City Manager, (623) 333-1017

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1026-0324 authorizing an Intergovernmental Agreement with the City of Glendale for the Glendale Regional Public Safety Training Center and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Glendale conducts public safety training that includes the following fire service training: Aircraft Rescue Firefighter Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician Certification Training and any required continuing education training. Law Enforcement training includes but is not limited to Pre-academy, Post-academy, Driver's Training, Firearms Training as well as in-service and certification maintenance training. The City of Avondale has utilized the Glendale Regional Public Safety Training Center (GRPSTC) for many years and the current agreement is ending without any options to extend. To that end, a new intergovernmental agreement must be in place to continue utilizing the facility.

GRPSTC is utilized by many other agencies who are parties to this intergovernmental agreement including the Arizona Fire and Medical Authority, Buckeye Fire and Medical, Chandler Fire and Medical, Daisy Mountain Fire and Medical, El Mirage Fire Department, Fountain Hills Fire Department, Gilbert Fire Department, Goodyear Fire Department, Luke Air Force Base Fire Department, Maricopa Fire Department, Mesa Fire and Medical Department, Peoria Fire-Medical Department, Phoenix Fire Department, Queen Creek Fire & Medical Department, Rio Verde Fire District, Scottsdale Fire Department, Sun City Fire & Medical Department, Superstition Fire & Medical District, Surprise Fire-Medical Department, Tempe Fire Medical Rescue

Department and Tolleson Fire Department.

DISCUSSION:

The City of Glendale will provide service training, maintain training records and provide equipment with assistance for public safety training as appropriate and available based on the training calendar. This agreement holds responsibilities for the City of Glendale as well as the City of Avondale to assist with training needs, maintain professionalism and work collaboratively to train personnel. The term of the agreement is five years.

BUDGET IMPACT:

There is no increase in budget needs from this agreement that are not already considered in the personnel, overtime or training budgets in the current fiscal year and in the proposed fiscal year budget.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution authorizing the intergovernmental agreement with the City of Glendale for the use of the public safety training facility and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

RESOLUTION NO. 1026-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, ARIZONA FOR COOPERATIVE PUBLIC SAFETY TRAINING OPERATIONS.

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

SECTION 1. The Intergovernmental Agreement with the City of Glendale for cooperative Public Safety training operations (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1026-0324

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
FOR PUBLIC SAFETY TRAINING**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department ("City") and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Agencies," and sometimes referred to individually as "Participant" or "Agency"). Collectively, the City and the Agencies shall be designated as "Parties". The initial Participants are listed in Exhibit C of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. WHEREAS** the City Manager of Glendale is authorized and empowered by provisions of the City Charter to execute contracts; and,
- B. WHEREAS** the City and the 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 is also authorized and empowered pursuant to Article 1 Section 3, of the Charter of the City of Glendale; and,
- C. WHEREAS** agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,
- D. WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies, police departments, and fire districts participating in this Agreement, to work together for the mutual benefit of the public, Agency's community, and all the Agency's personnel; and,
- E. WHEREAS** the Agency desires to participate in Glendale Public Safety Training to provide emergency fire, medical, law enforcement and other services,
- F. WHEREAS** the City desires the participation of the Agency to provide emergency fire, medical, and other services; and, more effectively.

AGREEMENT

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

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in public safety training hosted by the City. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education. Law Enforcement training includes but is not limited to: Pre-academy, Post-academy, Drivers' Training, Firearms Training as well as in-service and certification maintenance training.

ARTICLE II. STATEMENT OF SERVICES

1. Service Training:

The City will provide fire service training and follow-up continuing education as outlined in Exhibit A, Fire Service Training Menu. The City may provide law enforcement training and follow-up continuing education from time to time.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire or police service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have to participate in any training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline, Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements or performances necessary to continue in the training. The City may remove an Agency employee for City Human Resource policy violations and/or performance deficiencies. The City reserves the right, in its sole discretion, to decide whether Agency employees should remain in the training. Such decisions will be made in consultation with the Agency. In the event a student is removed for failure to abide

by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

- 5.2 Employees of all Parties shall be subject to the same standards for purposes of training and academics. If an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The City will be responsible for conducting any appropriate investigation. The employee's agency will determine employee discipline, if any.
- 5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site-specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.
- 5.4 The Parties understand and agree that the City will determine the training program curriculum to satisfy City standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.
- 5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to performance, City policy violations, academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is sufficient to undertake this training.
- 6.2 Agency warrants that all Agency employees participating in training are familiar with the type of training being conducted and that their training and experience are sufficient to undertake this training.

- 6.3** Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Glendale Public Safety Service Training Form, Exhibit B.
- 6.4** While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5** Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6** Necessary third-party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate agreement to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five years.

2. Termination and Cancellation:

Any Agency at their convenience, by written notice, may terminate their participation in this Agreement in whole or in part by providing thirty days (30) written notice to the City. The City, by written notice, may terminate its participation in this Agreement in whole or in part by providing thirty days (30) written notice to the other Agencies. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted and the City will be liable for any refund of payment for services paid for but not received if the City terminates the Agreement. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choose of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved or otherwise related to or arising from this Agreement, will be commenced, and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements during this Agreement. The Parties warrant that each will cooperate during performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, any Party may terminate their participation in this Agreement.

7. No Joint Venture:

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

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party.

9. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

10. Severability:

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

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug-Free Workplace:

The Parties will comply with the Drug-Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

14.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

ARTICLE V. PAYMENTS

1. Payment and Fees:

For Fire Service Training, each respective Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each of its employees that attend listed training. This amount may be adjusted at the discretion of the Glendale Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

For Fire Service Training, Glendale Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Glendale Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Glendale may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief or Police Chief as applicable, has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (each as an "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each Party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless the other party from and against all Claims

caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as set forth in Exhibit D.

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GLENDALE

By: _____
Michael D. Bailey, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick, Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Name, Authority Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____

Authority Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

Nicholle Harris, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE, a municipal corporation

By: _____
Daniel Cotterman, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF BUCKEYE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF CHANDLER

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE & MEDICAL

By: _____
Brian Tobin, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DAISY MOUNTAIN FIRE & MEDICAL

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF EL MIRAGE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF FOUNTAIN HILLS, a municipal corporation

By: _____
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF FOUNTAIN HILLS

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GILBERT

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GUADALUPE

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MARICOPA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MESA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF QUEEN CREEK

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

RIO VERDE FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SCOTTSDALE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUN CITY FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TEMPE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr., City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TOLLESON

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____
Darnell Walls, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____
Colonel Jeffrey Glover, Director

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

MARICOPA COUNTY SHERIFF'S OFFICE

By: _____
Chief Deputy Russ Skinner

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

MARICOPA COUNTY SHERIFF'S OFFICE

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF WICKENBURG POLICE DEPARTMENT, a municipal corporation

By: _____
Les Brown, Chief of Police

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF WICKENBURG

By: _____

Town Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Glendale Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge. This excludes mandatory AZDHS recertifications which remain the responsibility of the Agency.

Firefighter Recruit Training (14-Week Recruit Training Academy)	
Course Overview	Description
Overview	The Glendale Fire Department Recruit Training Academy is conducted over a minimum of 13 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities

	▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy, recruits who have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service Excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Glendale Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended that instructors obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer (RTO) for the length of the academy the price for 1 recruit will be waived per RTO participating.

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF GLENDALE PUBLIC SAFETY TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises (“Activities”) with the City of Glendale and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. Waiver of Liability. I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.
 - c. Subject to medical decision-making, Corrective Action and Preventive Action (CAPA) I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.

4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Glendale Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. **INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.**
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.
8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County,

Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date. _____

By _____

Printed Name as Individual

Signature

Witness Printed Name Witness

Signature

Name of Department or Agency

EXHIBIT C – AUTOMATIC AID SYSTEM PARTICIPANTS

PARTICIPANT		DATE APPROVED
1	Arizona Fire and Medical Authority	
2	Avondale Fire and Medical	
3	Buckeye Fire and Medical	
4	Chandler Fire Department	
5	Daisy Mountain Fire and Medical	
6	El Mirage Fire Department	
7	Fountain Hills Fire Department	
8	Gilbert Fire Department	
9	Glendale Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Luke Air Force Base Fire Department	
13	Maricopa Fire Department	
14	Mesa Fire and Medical Department	
15	Peoria Fire-Medical Department	
16	Phoenix Fire Department	
17	Queen Creek Fire & Medical Department	
18	Rio Verde Fire District	
19	Scottsdale Fire Department	
20	Sun City Fire & Medical Department	
21	Superstition Fire & Medical District	
22	Surprise Fire-Medical Department	
23	Tempe Fire Medical Rescue Department	
24	Tolleson Fire Department	
25		
26		

EXHIBIT C – OTHER TRAINING PARTICIPANTS

PARTICIPANT		DATE APPROVED
1		
2		

EXHIBIT C – OTHER TRAINING PARTICIPANTS FOR PD SIDE

PARTICIPANT		DATE APPROVED
1	Department of Public Safety (DPS)	
2	Maricopa County Sheriff's Office (MCSO)	
3	Wickenburg Police Department	

EXHIBIT D – AGENCIES CONTACT INFORMATION

AGENCY CONTACT INFORMATION	
Arizona Fire and Medical Authority 18818 N. Spanish Garden Drive Sun City West, AZ 85375	Attn: Mark Burdick, Fire Chief Phone: 623.544.5499 Fax: 623.544.5455
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Buckeye Fire and Medical 21699 N. Yuma Rd., Ste. 101 Buckeye, AZ 85326	Attn: Jake Rhoades, Fire Chief Phone: 623.349.6723 Fax: 623.349.6750
Chandler Fire Department P.O. Box 4008, Mail Stop 801 Chandler, AZ 85244	Attn: Tom Dwiggin, Fire Chief Phone: 480.782.2136 Fax: 480.782.2125
Daisy Mountain Fire and Medical 41018 N. Daisy Mountain Dr. Anthem, AZ 85086	Attn: Brian Tobin, Fire Chief Phone: 623.465.7400 x 120 Fax: 623.551.5265
El Mirage Fire Department 13601 N. El Mirage Rd. El Mirage, AZ 85335	Attn: Mike Long, Fire Chief Phone: 623. 251.3509 Fax: 623. 583.8257
Fountain Hills Fire Department 16426 E Palisades Blvd Fountain Hills, AZ 85268	Attn: Dave Ott, Fire Chief Phone: 480.837.9820 Fax: 480.837.3145
Gilbert Fire Department 85 E. Civic Center Drive Gilbert, AZ 85296	Attn: Rob Duggan, Fire Chief Phone: 480.503.6332 Fax: 480.503.6360
Glendale Fire Department 11550 W. Glendale Ave Glendale, AZ 85307	Attn: Ryan Freeburg, Fire Chief Phone: 623.930.4401 Fax: 623.847.5313
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Guadalupe Fire Department 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283	Attn: Wayne Clement, Fire Chief Phone: 480.505.5389 Fax: None
Luke Air Force Base Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Darnell Walls, Fire Chief Phone: 623.856.7424 Fax: 623.856.3004
Maricopa Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Brad Pitassi, Fire Chief Phone: 520.494.2399 Fax: 520.568.1415
Mesa Fire and Medical Department 13 W. 1st Street Mesa, AZ 85201	Attn: Mary Cameli, Fire Chief Phone: 480.644.2101 Fax: 480.644.4460

Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Phoenix Fire Department 150 S. 12 th Street Phoenix, AZ 85034	Attn: Mike Duran, Fire Chief Phone: 602.256.3189 Fax: None
Queen Creek Fire & Medical Department 22358 S. Ellsworth Road Queen Creek, AZ 85142	Attn: Vance Gray, Fire Chief Phone: 480.358.3372 Fax: 480.358.3133.
Rio Verde Fire District 25608 N. Forest Road Rio Verde, AZ 85263	Attn: Scott Krushak, Fire Chief Phone: 480.361.3573 Fax: 480.471.1821
Scottsdale Fire Department 8401 E. Indian School Road Scottsdale, AZ 85251	Attn: Tom Shannon, Fire Chief Phone: 480.312.1821 Fax: 480.312.1887
Sun City Fire & Medical Department 18602 N. 99th Avenue Sun City, AZ 85373-1436	Attn: Rob Schmitz, Acting Fire Chief Phone: 623.974-2321 Fax: 623.972.1996
Superstition Fire & Medical District 565 N. Idaho Road Apache Junction, AZ 85119-4014	Attn: John Whitney, Fire Chief Phone: 480.982.4440 x121 Fax: 480.982.0183
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001
Tempe Fire Medical Rescue Department 1400 E. Apache Blvd, 85281 Tempe, AZ 85280	Attn: Greg Ruiz, Fire Chief Phone: 480.858.7212 Fax: 480.858.7214
Tolleson Fire Department 203 N. 92nd Avenue Tolleson, AZ 85353	Attn: Rudy Mendoza, Interim Fire Chief Phone: 623.936.2742 Fax: None

Department of Public Safety (DPS) 2222 W. Encanto Blvd. Phoenix, AZ 85009	Attn: Col. Jeffrey Glover, Director Phone: 602.223.2000 Fax: None
Glendale Police Department 6835 N 57th Drive Glendale, AZ 85301	Attn: Chris Briggs, Chief of Police Phone: 623.930.3059 Fax:
Maricopa County Sheriff's Office (MCSO) 550 West Jackson Phoenix, AZ 85003	Attn: Chief Deputy Russ Skinner Phone: 602.876.1000 Fax:
Wickenburg Police Department 1980 W Wickenburg Way Wickenburg, AZ 85390	Attn: Les Brown, Chief of Police Phone: 928.684.5411 Fax: 928.259.2416

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1027-0324 - Intergovernmental Agreement Between Maricopa County Human Services Department and Newtown Community Development Corporation and the City of Avondale for U.S. Department of Housing and Urban Development Funds

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Christopher Lopez, Director, Neighborhood and Family Services

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.

This homeownership project on infill lots in Old Town Avondale will create energy-efficient housing that is affordable in perpetuity as part of a community land trust.

PURPOSE:

City Council will consider a request to adopt Resolution 1027-0324 associated with a grant application submitted by Newtown Community Development Corporation to the Maricopa County HOME Consortium for HOME Investment Partnerships (HOME) Community Housing Development Organization (CHDO) funds, 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 January 23, 2023, Council passed Resolution 1010-0123 supporting an application for a nonprofit housing developer, Newtown Community Development Corporation (Newtown), to apply for HOME Investment Partnerships (HOME) Community Housing Development Organization (CHDO) funds through the Maricopa County HOME Consortium. Newtown is a Tempe-based nonprofit founded in 1994. Newtown's mission is to help people improve their financial well-being while strengthening communities through education, counseling, coaching, and the development and stewardship of permanently affordable homes. Newtown applied for \$770,000 in HOME CHDO funds for use in the City of Avondale. Acting in the capacity of a developer, Newtown proposes to acquire two city-owned, vacant lots at 305 and 309 Hill Drive. The lots were purchased by the City through HUD's Neighborhood Stabilization Program (NSP) funds in 2009. Newtown proposes to construct six (6) single-family homes as the final phase of the "Legacy" Project. The two lots will be consolidated and re-platted into six lots to accommodate the new homes. The new homes will be included in

Newtown's Community Land Trust Program (CLT) program. The proposed funding represents a portion of funding required to develop the property.

The City also applied for Maricopa County American Rescue Plan Act (ARPA) funds to address the final funding gap. An Intergovernmental Agreement with Maricopa County was executed on October 3, 2023, to accept \$1,750,000 in American Rescue Plan Act funds to support this project.

DISCUSSION:

On February 16, 2023, the city received notice that it was awarded \$796,326 in CHDO funds for this project. The Neighborhood and Family Services Department seeks to enter into an Intergovernmental Agreement with Maricopa County Human Services Department to accept funding in the amount of \$796,326 to expand the development of affordable, single-family homes in Avondale. If approved, the total amount of funding secured for this project will be \$2,546,326. This amount will provide adequate resources for Phase 3 ("Legacy"), the third and final phase of the homeownership project. Phase 3 includes the construction of six (6) single-family homes on two (2) City-owned lots, purchased in 2009 with NSP funds, at 305 and 309 E. Hill Drive, adjacent to Legacy Avondale Phase 1 and 2.

BUDGET IMPACT:

There is no budgetary impact to the City associated with this request. All CHDO grant funds will be reimbursable directly to Newtown from Maricopa County based on the City's review and approval of documented expenses. Further, the 25% required HOME match will be provided by Newtown.

RECOMMENDATION:

Staff recommends Council approve a resolution authorizing the City to enter into an Intergovernmental Agreement with Maricopa County Human Services Department to receive funding in the amount of \$796,326 to expand the development of affordable, single-family homes in Avondale.

*Contact person for document distribution: Christopher Lopez
Regina Marette*

RESOLUTION NO. 1027-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE GRANT AGREEMENT WITH MARICOPA COUNTY AND NEWTOWN COMMUNITY DEVELOPMENT CORPORATION RELATING TO THE ACCEPTANCE AND ADMINISTRATION OF HOME FUNDING FOR THE CONSTRUCTION OF AFFORDABLE HOUSING.

WHEREAS, by adoption of Resolution 1010-0123 on January 23, 2023, the Council of the City of Avondale (the “City Council”) provided its support for Newtown Community Development Corporation’s (“Newtown”) application for federal HOME Investment Partnership Program (“HOME”) funds from the Maricopa HOME Consortium (“Consortium”) to construct affordable housing for low-income households in the City of Avondale (the “City”).

WHEREAS, the Consortium has awarded the City and Newton funding in the amount of \$796,326 (the “HOME Funding”) and requires the City to act as administrator of the HOME Funding on behalf of Newtown.

WHEREAS, the City desires to accept the HOME Funding and act as administrator for Newtown in the development of affordable housing for low-income families.

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

SECTION 1. The Agreement with Maricopa County, Human Services Division, relating to the acceptance and administration of the HOME Funding for the construction of affordable housing for low-income families (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1027-0324

[Agreement]

See following pages.



AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION
A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AND
CITY OF AVONDALE

Agreement Amount: \$796,326
Agreement Start Date: March 27, 2024
Agreement Termination Date: December 31, 2026
Agreement Number: _____
ALN Number: 14.239, HOME Investment Partnerships Program leave
UEI CHDO K5HLK49NLDH8
UEI Administrator: GDTNM5BLN9Y4

This Agreement "Agreement" is entered into between Maricopa County, administered by its Human Services Department (hereinafter referred to as the "County"), Newtown Community Development, a Community Housing Development Organization (hereinafter referred to as the "CHDO"), and the City of Avondale (hereinafter referred to as the "Administrator"). The CHDO, the Administrator, and the County are collectively referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The Agreement Amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The CHDO and the Administrator for, and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth in this Agreement. The Parties agree all rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions:
Section 2 – Special Provisions:
Section 3 – Work Statement:

Section 4 – Compensation:
Section 5 – Attachments

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County, the CHDO, or the Administrator in any state or federal court.

[Signatures contained on following page]

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

APPROVED BY:
MARICOPA COUNTY

APPROVED BY:
CITY OF AVONDALE (Administrator)

Jack Sellers, Chairman Date
Board of Supervisors

City Manager Date

Attested to:

Attested to:

Clerk, Board of Supervisors Date

City Clerk Date

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

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

Approved as to form:

Approved as to form:

Deputy County Attorney Date

Attorney for the City of Avondale Date

APPROVED BY:
NEWTOWN COMMUNITY DEVELOPMENT,
an Arizona nonprofit corporation (CHDO)

Stephanie Brewer Date
Executive Director

SECTION 1
GENERAL PROVISIONS

1.0 PURPOSE

Through this Agreement, affordable single-family housing will be made available to the residents of Maricopa County. The purpose of this Agreement is to provide the CHDO with funding to acquire land from the City of Avondale and construct three (3) single-family homes. The new homes will be included in Newtown's Community Land Trust Program (CLT) program designated for low- to moderate income households. The County shall provide the CHDO and the Administrator with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

2.0 NOTICES

All notices to be given pursuant to this Agreement will be delivered to the individuals and addresses listed below. Notices may be delivered via certified or registered mail (postage prepaid), overnight courier, or via email.

For Lead Agency: Maricopa County

Human Services Division

Representative Jamie Macfarlane, Program Manager, Housing and Community Development Division

Phone: 602-506-5813

E-mail : Jamie.Macfarlane@maricopa.gov

Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 8500

For Administrator: City of Avondale

Representative: Chris Lopez, Director, Neighborhood and Family Services

Representative: Regina Marette, Housing and Community Development Manager

Phone: 623-333-2726

E-mail: rmarette@avondaleaz.gov

Address: 995 E. Riley Dr., Avondale, Arizona 85323

For CHDO: Newtown Community Development Corporation

Representative: Stephanie Brewer Executive Director

Phone: (480) 517-1589

E-mail: stephanie@newtowncdc.org

Address: 2106 E Apache Blvd, Suite 112 Tempe, AZ 85281

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon approval and signature by all of the Parties. The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

4.0 RENEWAL

This Agreement may be renewed by a written amendment, provided, however, that the CHDO and the Administrator are in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The CHDO shall notify the County and Administrator in writing of its intent to extend the Agreement term at least thirty (90) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

5.0 AMENDMENTS

- 5.1 All Amendments to this Agreement shall be in writing and approved/signed by all of the Parties. Maricopa County Board of Supervisors shall be responsible for approving all Amendments for Maricopa County.
- 5.2 The County may amend this Agreement, provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each of the Parties. Such amendments shall not invalidate this Agreement nor relieve or release the County, the CHDO, or the Administrator from their obligations under this Agreement.

6.0 ADMINISTRATIVE CHANGE ORDERS

- 6.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representatives of the CHDO and Administrator.
 - 6.1.1 Administrative Change Orders may address any of the following areas:
 - 6.1.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 6.1.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
 - 6.1.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
 - 6.1.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and
- 6.2 It is the responsibility of the CHDO and the Administrator to ensure the latest documents are consulted and followed.

7.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference

8.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement

9.0 TERMINATION

- 9.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement.
- 9.2 Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating,

securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

- 9.3 A Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or by registered or certified mail, postage prepaid and return receipt requested to the persons at the addresses set forth on page 5 of this Agreement.
- 9.4 The County has the right to terminate this Agreement upon twenty-four (24) hours' notice when the County deems the health or welfare of the service recipients are endangered or the CHDO's and/or the Administrator's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 9.5 In accordance with 2 C.F.R. § 200.340 *et. seq.*, the County may suspend or terminate this Agreement if either the CHDO or the Administrator violates, or both, violate any term or condition of this Agreement or if either the CHDO or the Administrator fails, or both fail, to maintain a good faith effort to carry out the purpose of this Agreement.
- 9.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340 The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

10.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 10.1 **Administrator** means the Party responsible for administering this Agreement. The City is responsible for administering this Agreement.
- 10.2 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.
- 10.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.
- 10.4 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.
- 10.5 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
- 10.6 **CHDO** is a Community Housing Development Organization, a private non-profit organization that meets the requirements under 24 C.F.R. Part 92.300.
- 10.7 **CHDO Project Proceeds** means funds resulting from the sale of CHDO developed homeownership housing; permanent financing of a CHDO project that is used to pay off a CHDO-financed construction loan; the principal and interest payments from a loan to a buyer of CHDO-developed homeownership housing; or sale of CHDO-sponsored rental housing to a second non-profit. For purposes of this Agreement, the CHDO may retain project proceeds for use in HOME-eligible or other housing activities which benefit low-income families, as required by 24 C.F.R. § 92.300. CHDO proceeds that are retained by the CHDO are not subject to the requirements of the HOME regulations unless the funds are recaptured because the housing no longer meets the affordability requirements. Once the CHDO proceeds are used, there are no further HOME requirements.

- 10.8 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.
- 10.9 **County** means Maricopa County.
- 10.10 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.
- 10.11 **Developer/Subcontractor** means either a non-profit or for-profit organization carrying out HOME-related project activities as described in the written agreement between the County and the Developer.
- 10.12 **Director** means the Director of the Maricopa County Human Services Department.
- 10.13 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.
- 10.14 **Fidelity Bond** means a bond to indemnify the CHDO against losses resulting from fraud or lack of integrity, honesty, or fidelity of one or more employees, officers, or other persons holding a position of trust.
- 10.15 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.
- 10.16 **HOME** means the HOME Investment Partnerships Program.
- 10.17 **HUD** means U.S. Department of Housing and Urban Development.
- 10.18 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.
- 10.19 **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 10.20 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
- 10.21 **Net Proceeds** means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation, or loan.
- 10.22 **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
- 10.23 **Performance Bond** means a bond executed to secure fulfillment of all of the CHDO's obligations under this Agreement.
- 10.24 **Projects** means rehabilitation or new construction as described in a legally binding agreement between the CHDO and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction, or rehabilitation schedule has been established and underwriting has been completed and otherwise complies with 24 C.F.R. Part 92.2(2) and 92.2 (A) and (B).
- 10.25 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 10.26 **Subcontract** means any agreement entered into by the CHDO with a third party for professional services performance of any of the work or provision of any of the services covered by this Agreement.
- 10.27 **Subcontractor** means an entity funded through the CHDO to provide any work or services required by the Work Statement.

- 10.28 **Vendor** means an entity funded through the CHDO to provide services required by the Work Statement.
- 10.29 **Very low-income families** means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Housing Choice Voucher assistance under 24 C.F.R. § 5.612.
- 10.30 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.
- 10.31 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

11.0 GENERAL REQUIREMENTS

- 11.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 11.2 The CHDO and the Administrator shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and they shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- 11.3 The CHDO and the Administrator are independent contractors in the performance of work and the provision of services under this Agreement.
- 11.4 The CHDO and the Administrator shall comply with the provisions of 2. C.F.R. 200 and 2 C.F.R 570.611 prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Parties' organization(s) or with which the Parties (or one of their directors, officers, owners, trust certificate holders, or relatives) have a substantial interest, unless the Parties make full written disclosure of the proposed payments to the County and have received written approval for the payments.
- 11.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

12.0 ACCEPTANCE OF FUNDS

The CHDO and the Administrator hereby agree to the receipt of funds under the terms of this Agreement and agree to execute and return a signed Agreement to the County within thirty (30) days after receipt of this Agreement unless the CHDO and the Administrator have received a written waiver of this requirement from the County.

13.0 ASSIGNMENT AND SUBCONTRACTING

- 13.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The CHDO and the Administrator shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

- 13.2 In accordance with 2 C.F.R. §200.331, the CDHO and Administrator may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award. The CDHO and Administrator will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.
- 13.3 The CDHO and Administrator's rate for the job shall not exceed that of the Subrecipient's rate, as bid in the pricing section, unless the CDHO and or Administrator is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the CDHO and or Administrator, who in turn shall pass through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the CDHO and or Administrator's invoice.
- 13.4 CDHO and Administrator must ensure any Subaward recipient or subcontractor is compliant with all and general federal grant requirements, including reporting requirements

14.0 AVAILABILITY OF FUNDS

- 14.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the CHDO and the Administrator, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the CHDO and the Administrator fully informed as to the availability of funds.
- 14.2 If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under or in connection with this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

15.0 BUDGET ADJUSTMENTS

- 15.1 Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by documentation.
- 15.2 The CHDO and the Administrator must receive prior written approval from the County to move funds from one budget activity line item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Administrative Change approved and fully executed by the Chairman of the Board of Supervisors and the CHDO and the Administrator's authorized Representatives as defined in Section 1 (General Provisions), Paragraph 6.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 5.0 (Amendments) of this Agreement to amend the Agreement.

16.0 DISPUTES

- 16.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process:

- 16.1.1 If a dispute cannot be resolved informally, then the CHDO and the Administrator shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 16.1 above
- 16.1.2 The Assistant Director shall respond in writing to the CHDO and the Administrator within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the CHDO and the Administrator are served with the decision, the CHDO and the Administrator file a written notice of appeal with the Human Services Department Director.
- 16.1.3 The Human Services Department Director shall provide the CHDO and the Administrator with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 16.1.4 Pending a final decision from the Director, the CHDO and the Administrator shall diligently proceed with their performance of this Agreement in accordance with the Assistant Director's decision.

17.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 17.1 Notwithstanding anything to the contrary, this section shall not be deleted or superseded by any other provision of this Agreement.
- 17.2 This Agreement may be immediately terminated by the County if either the CHDO or the Administrator defaults by failing to perform any objective, or breaches any obligation under this Agreement, or any event occurs that jeopardizes the CHDO's or the Administrator's ability to perform any of their obligations under this Agreement. The County reserves the right to have the services provided by persons other than the CHDO or the Administrator if either the CHDO or the Administrator is unable or fails to provide required services within the specified time frame.
- 17.3 Failure to comply with the requirements of this Agreement and all applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement to the County by the CHDO and the Administrator of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:
 - 17.3.1 Nonperformance of any obligations required by this Agreement;
 - 17.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations, including HUD guidelines, policies, or directives;
 - 17.3.3 Unauthorized expenditure of funds;
 - 17.3.4 Violation of the applicable affordability period;
 - 17.3.5 Improper disposition of recaptured proceeds;
 - 17.3.6 Improper disposition of project proceeds;
 - 17.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform guidance 2 C.F.R. §§ 200, *et seq*; and
 - 17.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.

- 17.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the CHDO and the Administrator shall, without intent to limit or with restrictions, be subject to the following:
- 17.5 All awards for funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
- 17.5.1 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 17.5.2 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the CHDO and the Administrator at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
- 17.5.3 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 17.6 The CHDO and the Administrator shall, upon notice or with knowledge obtained by the CHDO, the Administrator, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by themselves, and any and all of their agents, representatives, officers, officials, directors, them or their employees, volunteers, officials, successors, assigns, or Subcontractors, that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

18.0 SEVERABILITY

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

19.0 STRICT COMPLIANCE

The County's acceptance of the CHDO's and the Administrator's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by all the Parties

20.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the CHDO, the Administrator, or any and all agent, representative, official, officer, director, employee, volunteer, department, agency, board, or commission of the CHDO, the Administrator, or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases or contracts made by the CHDO, the Administrator, Vendor or any agent, representative, official, officer, director, employee, volunteer, department, agency, board, or commissions of the CHDO, the Administrator, or the Vendor, in connection with this Agreement.

21.0 GENERAL INDEMNIFICATION

- 21.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the CHDO and the Administrator, the CHDO and Administrator shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of the negligent acts, errors, omissions, of the CHDO, the Administrator, their agents, representatives, employees, or subcontractors relating to the performance of this Agreement.
- 21.2 The CHDO's and Administrator's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors or omissions, in the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of the CHDO, the Administrator, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified here under.
- 21.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 21.4 Notwithstanding the foregoing to the contrary, the CHDO and Administrator are not liable for the negligence or willful misconduct of County or any of the indemnitee.

22.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

23.0 TECHNICAL ASSISTANCE

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

24.0 SINGLE AUDIT ACT REQUIREMENTS

The CHDO and the Administrator are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). The CHDO and the Administrator shall comply with 2 C.F.R. §§ 200, *et seq.* Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The CHDO

and the Administrator shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that either the CHDO or the Administrator (or both) is not in compliance with the audit requirements.

25.0 AUDIT DISALLOWANCES

25.1 The CHDO and the Administrator shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

25.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the CHDO and the Administrator in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the CHDO and the Administrator by the amount of the disallowance or to require immediate repayment of the disallowed amount by the CHDO and the Administrator issuing a check payable to the County.

26.0 STAFF AND VOLUNTEER TRAINING

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

27.0 LOBBYING

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

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

28.0 RELIGIOUS ACTIVITIES

The CHDO and the Administrator agree that none of their costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

29.0 POLITICAL ACTIVITY PROHIBITED

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

30.0 COVENANT AGAINST CONTINGENT FEES

The CHDO and the Administrator warrant that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

31.0 CONFIDENTIAL INFORMATION

- 31.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the CHDO and the Administrator's obligation regarding such information.
- 31.2 The CHDO and the Administrator shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement, or as required by the Arizona Public Records Act. The CHDO and the Administrator's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the CHDO and the Administrator shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.
- 31.3 Any requests to the CHDO and the Administrator for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination

32.0 SAFEGUARDING OF PARTICIPANT INFORMATION

- 32.1 The CHDO and Administrator shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the CHDO and Administrator shall release information to the County Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.
- 32.2 The CHDO and Administrator shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* The Department will advise the CHDO and Administrator as to applicable policies and procedures adopted for such compliance.
- 32.3 The CHDO and Administrator understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CHDO and Administrator's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

33.0 RIGHTS IN DATA

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

34.0 COPYRIGHTS

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

35.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

36.0 AGREEMENT COMPLIANCE MONITORING

36.1 The County will monitor the CHDO's and Administrator's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the CHDO's and Administrator's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the CHDO and Administrator with a 30-day advance notice of proposed on-site visit. During an on-site visit, the CHDO and Administrator shall make all of their records and accounts related to work performed under this Agreement available to the County for inspection and copying.

36.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

- 36.2.1 Financial Management 2 C.F.R. § 200.302
- 36.2.2 Internal Controls 2 C.F.R. § 200.303
- 36.2.3 Bonds 2 C.F.R. § 200.304
- 36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
- 36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
- 36.2.6 Program Income 2 C.F.R. § 200.307
- 36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
- 36.2.8 Period of Performance 2 C.F.R. § 200.309
- 36.2.9 Insurance Coverage 2 C.F.R. § 200.310
- 36.2.10 Record Retention and Access 2 C.F.R. § 200.334 - 200.338
- 36.2.11 Procurement Standards 2 C.F.R. § 200.318
- 36.2.12 Indirect Costs 2 C.F.R. § 200.414
- 36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
- 36.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

37.1 The CHDO and the Administrator shall, during the term of this Agreement, immediately inform the Lead Agency in writing of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by either the CHDO or the Administrator (or both) to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

37.2 The County may request, and the CHDO and the Administrator will provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other

agreement or grant, when in the opinion of the County the award of the Agreement or grant may affect the costs being paid or reimbursed under this Agreement.

- 37.3 If the County determines that the award to either the CHDO or the Administrator (or both) of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the County will prepare an amendment to this Agreement effecting a cost adjustment. If either the CHDO or the Administrator (or both) disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The CHDO and the Administrator warrant that they shall pay all of their employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

39.0 RECOGNITION OF DEPARTMENT SUPPORT

The CHDO and the Administrator will give recognition to the County and the funding source for their support when the CHDO publishes materials that are (or releases of public information that is) paid for either in whole or in part with funds received by the CHDO or the Administrator (or both) under this Agreement.

40.0 INSURANCE

- 40.1 The CHDO and the Administrator, shall purchase and maintain at a minimum, insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++ or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 40.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 40.3 In the event that the insurance required is written on a claims-made basis, CHDO and the Administrator warrants that any retroactive date under the policy shall precede the effective date of this Agreement and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Agreement is completed.
- 40.4 The CHDO's and the Administrator's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 40.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 40.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The CHDO and the Administrator shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the

- CHDO and the Administrator to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 40.7 The insurance policies required by this Agreement, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds or additional loss payees as applicable.
- 40.8 The policies required hereunder, except Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of the CHDO and the Administrator's work or service.
- 40.9 If available, the insurance policies required by this Agreement may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.
- 40.10 Commercial General Liability:
- 40.10.1 Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage
- 40.11 Errors and Omissions/Professional Liability Insurance
- 40.11.1 Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions, or professional liability of the architect engaged by the CHDO or the Administrator for the Project, or both, with limits of no less than \$2,000,000 for each claim.
- 40.12 Builder's Risk (Property) Insurance
- 40.12.1 CHDO and the Administrator shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, the CHDO and the Administrator, and all subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, CHDO and the Administrator agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the CHDO and the Administrator agree to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto. Builders' Risk

insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, and demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement. Builders' Risk insurance must provide coverage from the time any covered property comes under the CHDO and the Administrator's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory. If the Agreement requires testing of equipment or other similar operations, at the option of County, the CHDO and the Administrator will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy or the Builders' Risk Insurance policy

40.13 Workers' Compensation:

40.13.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CHDO and the Administrator's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

40.13.2 CHDO and Administrator waive all rights against County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions for recovery of damages to the extent these damages are covered by the Worker's Compensation and Employer's Liability, or commercial umbrella liability insurance obtained by the CHDO and the Administrator pursuant to this Agreement

40.14 Certificates of Insurance:

40.14.1 Within ten (10) calendar days following the closing of construction financing for the Project, the CHDO and the Administrator shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Agreement in the form provided by the County, issued by CHDO and the Administrator's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

40.15 In the event any insurance policy(ies) required by this Agreement is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of CHDO and the Administrator's work or services and as evidenced by annual certificates of insurance.

40.16 If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

40.17 Certificate holder shall be identified as:

Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

40.18 Cancellation and Expiration Notice

40.18.1 Applicable to all insurance policies required within the insurance requirements of this Agreement, the CHDO and Administrator's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. The CHDO and Administrator must provide Maricopa County, within ten business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Human Services Department and shall be mailed, or delivered to 234 N. Central Avenue, Phoenix, AZ 85004, or emailed to the Human Services representative noted in the Agreement.

40.19 Exceptions:

40.19.1 In the event the CHDO, the Administrator, or a sub-contractor is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance equal to:

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

40.19.1.2 Mail COI to:
Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

41.0 BONDING

41.1 The CHDO shall not receive any initial reimbursements under this Agreement in an amount greater than the CHDO's bonding limit.

41.2 The CHDO shall provide the Lead Agency with documentation of required bonding.

41.3 The CHDO and the Administrator shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.

41.4 Bonding requirements shall prevail throughout the term of this Agreement.

42.0 GRIEVANCE PROCEDURE

The CHDO and the Administrator shall establish a system through which applicants for, and recipients of, services may present grievances and may make appeals about eligibility and other aspects of the CHDO's and the Administrator's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the CHDO's and the Administrator's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

43.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

43.1 CHDO and the Administrator shall comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and

requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

(<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>)

which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, CHDO and Administrator shall not discriminate against any employee, client, or any other individual in any way, including, not limited to, because of that person's age, race, creed, color, religion, sex, disability, or national origin.

- 43.2 The CHDO and the Administrator, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The CHDO and the Administrator shall include this clause in all of its Subcontracts. Refer to Paragraph 17.0, (Default and Remedies for Noncompliance).

44.0 EQUAL EMPLOYMENT OPPORTUNITY

- 44.1 The CHDO and the Administrator shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.
- 44.2 The CHDO and the Administrator shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CHDO and the Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the CHDO and the Administrator, state that it is an Equal Opportunity or Affirmative Action employer.
- 44.3 The CHDO and the Administrator shall, to the extent the following provisions apply, comply with:
- 44.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 44.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 44.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 44.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 44.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.
- 44.4 The CHDO and the Administrator shall include the above-listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions are binding and a requirement of this Agreement

45.0 DISABILITY REQUIREMENTS

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

46.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The CHDO and the Administrator agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq.*

47.0 FINANCIAL MANAGEMENT

- 47.1 The CHDO and Administrator agree to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 47.2 The CHDO and Administrator shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations
- 47.3 The CHDO and Administrator shall establish and maintain separate, interest-bearing bank accounts for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in such bank account shall be commingled with other funds or money belonging to the CHDO or the Administrator (or both). All interest earned on such an account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The CHDO and Administrator shall provide a signed bank account agreement authorizing the County to obtain information about the account.
- 47.4 The CHDO and Administrator shall ensure accounting system used shall be in accord with generally accepted accounting principles.

48.0 RETENTION OF RECORDS

- 48.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the CHDO and the Administrator that are related to this Agreement.
- 48.2 The CHDO and the Administrator shall retain all records related to this Agreement for a minimum of six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, or for the period of affordability imposed by deed restrictions. The County, federal and state auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy, and make use of any and all of the records.

49.0 ADEQUACY OF RECORDS

If the CHDO's and the Administrator's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the CHDO and the Administrator shall reimburse the County for the services not supported and documented.

50.0 COMPETITIVE BID REQUIREMENTS**50.1 Equipment**

The CHDO and the Administrator shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

- 50.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The CHDO and the Administrator shall keep and maintain a record of the vendors' verbal quotations. The CHDO's

and the Administrator's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

- 50.1.2 Procurements exceeding an aggregate amount of \$1,000 shall be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The CHDO and the Administrator shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

50.2 Supplies

The CHDO and the Administrator shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300, unless the CHDO and the Administrator obtain the County's prior written approval to purchase supplies by an alternate method.

50.3 Minority, Women, and Small Business Enterprises

The CHDO and the Administrator shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

- 50.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

51.0 PROPERTY

- 51.1 Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County and shall revert to the County upon termination of this Agreement unless the County determines otherwise. The costs to repair such property are the responsibility of the CHDO and the Administrator within the limits budgeted under this Agreement. Repair costs beyond the budgeted amount shall be approved by the County.
- 51.2 Any CHDO and Administrator property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the CHDO and Administrator. Repair costs of such property shall be the responsibility of the CHDO and the Administrator.
- 51.3 The CHDO and the Administrator shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment

52.0 IMMIGRATION LAWS AND REGULATIONS

52.1 Federal Immigration and Nationality Act

52.1.1 The CHDO and the Administrator understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The CHDO and the Administrator agree to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

52.1.2 The CHDO and the Administrator warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of their employees. The CHDO and the Administrator shall obtain statements from their

Subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The CHDO and the Administrator and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- 52.1.3 The County may request verification of compliance for any employee or subcontractor performing work under this Agreement. Should the County either suspect or find that the CHDO or the Administrator (or both) or any of their subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the CHDO or the Administrator (or both). All costs necessary to verify compliance are the responsibility of the CHDO, the Administrator, and their subcontractor(s).

52.2 Arizona Law

- 52.2.1 The CHDO and the Administrator warrant that they will comply with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge:

52.2.1.1 That CHDO and the Administrator and their Subcontractors and Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

52.2.1.2 A breach of a warranty under Section 48.2.1 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

52.2.1.3 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of the CHDO and Administrator and their Subcontractors and Vendors who work on this Agreement to ensure that the CHDO and the Administrator and their Subcontractors and Vendors are complying with the warranty provided under Section 47.2.1 above and that the CHDO and the Administrator agree to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

53.0 EMPLOYMENT DISCLAIMER

- 53.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind amongst the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

- 53.2 The Parties agree that no individuals performing activities under this Agreement on behalf the either CHDO or the Administrator (or both) are to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The CHDO and the Administrator each shall have total responsibility for all its salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall defend and hold the County harmless with respect thereto.

- 53.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a CHDO or Administrator agent, employee, or representative and that no rights of the CHDO and Administrator civil service, retirement, or personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend, and hold harmless the CHDO and Administrator with respect thereto.

54.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 54.1 The CHDO and Administrator, by signing this Agreement, have the authority to bind the CHDO and the Administrator to the terms of this Certification. The CHDO and the Administrator, defined as the primary participant in accordance with 2 CFR Part 180, both certify to the best of their knowledge and belief that they and their principals:
- 54.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 54.1.2 have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (2) the violation of any federal or state antitrust statutes, or (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 54.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 50.1.2 above: and
 - 54.1.4 Have not, within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default;
 - 54.1.5 shall immediately notify the County if, at any time during the term of this Agreement, they are debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement; and
 - 54.1.6 shall not enter into a subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- 54.2 The CHDO and the Administrator shall include, without modification, this Certification's language, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," in all agreements with other contractors, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions related to this Agreement.
- 54.3 Should the CHDO and the Administrator not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004.

55.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 55.1 The CHDO and the Administrator agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 55.2 The CHDO and the Administrator shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the CHDO, and the Administrator and copies provided to the County upon request; and
- 55.3 The CHDO and the Administrator shall insert the substance of this clause, including this Subparagraph, in all Subcontracts over the simplified acquisition threshold (\$250,000 as of September 2021).

56.0 SURVIVAL

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

57.0 FORCE MAJEURE

- 57.1 The Parties shall not be held liable for failure of performance, nor incur any liability to the other Parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 57.2 Each Party, as applicable, shall give the other Party(ies) notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each Party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 57.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party(ies) was/were timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

58.0 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT

The CHDO and Administrator shall each have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The CHDO and

Administrator must remain current with their registration throughout the term of the Agreement. CHDO and Administrator and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

59.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

59.1 The CHDO and Administrator warrants and certifies that they do not currently, and agrees for the duration of the agreement that it will not, use:

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

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

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

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

60.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

SECTION 2
SPECIAL PROVISIONS

1.0 STANDARDS

The CHDO and the Administrator shall perform the work and provide the services identified in the Work Statement and the CHDO and the Administrator shall immediately notify the County whenever the CHDO or the Administrator is (or both are) unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The CHDO and the Administrator acknowledge that any inability to perform the work and provide the services, or comply with the standards, set forth in this Agreement may subject the CHDO or the Administrator (or both) to the remedies provided in the Default and Remedies for Noncompliance established in the General Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The CHDO and the Administrator shall comply with all applicable laws, rules, and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 17.0, (Default and Remedies for Noncompliance) provided in Section 1 (General Provisions).

3.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

3.1 The CHDO and the Administrator shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

- 3.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
- 3.1.2 All eligible applicants must also execute an affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
- 3.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.
- 3.1.4 Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.
- 3.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
- 3.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a state or local government or by appropriated funds of a state or local government.

- 3.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:
 - 3.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - 3.2.2 do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
 - 3.2.3 are necessary for the protection of life or safety.

4.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the CHDO and the Administrator each shall, at their own expense, file with the County March 31st of each year, either:

- 4.1 Audited financial statements prepared in accordance with federal single audit requirements, or
- 4.2 financial statements of the HOME Program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 5.1 In accordance with HUD HOME Program regulations, the CHDO and the Administrator agree to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. § 92. The CHDO and the Administrator will require that this requirement is included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The project activities are described in Section 3 (Work Statement). The CHDO and the Administrator shall be responsible for providing reports of all activities related to the Work Statement. The CHDO and the Administrator agree to submit to the County the following reports:
 - 5.1.1 **Project Proceeds Reports:** due quarterly with supporting documentation and with each Request for Reimbursement.
 - 5.1.2 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.
 - 5.1.3 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, a Match Log, and Summary of Project Proceeds/Recaptured Funds Report. The CHDO will complete the documents and submit them to the Administrator for approval. The Administrator will forward the Request for Reimbursement and all supporting documentation to the County for payment.
 - 5.1.4 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed. According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the CHDO and the Administrator must evaluate the project in accordance with guidelines that the Owner/Developer has adopted for determining a reasonable level of profit

or return on Owner's or Developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the Owner's or Developer's investment that exceeds the CHDO's and the Administrator's established standards for the size, type, and complexity of the project.

- 5.1.5 **HOME Completion Report:** due no later than sixty (60) days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10) business days after receipt of the HOME Completion Report, the County will enter project completion data into the HUD Exchange Integrated Disbursement and Information System (IDIS). The date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.
- 5.1.6 **Initial Request for Reimbursement form:** with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.
- 5.1.7 **Other HUD:** required reporting data as applicable.

6.0 PROJECT PROCEEDS

Project proceeds may be retained and used by the CHDO and the Administrator for HOME-eligible or other housing activities that benefit low-income families. The CHDO will submit a Project Proceeds report with each request for reimbursement, and upon request of the County.

7.0 PROGRAM INCOME

All Program Income generated from this Agreement shall be used to fund either the acquisition or rehabilitation (or both) of additional HOME eligible properties to be sold to qualified low-income families as defined in 24 C.F.R. § 92. The HOME requirements shall continue to apply if the CHDO receives and uses Program Income, even if the Program Income funds are earned and expended after the expiration of this Agreement.

8.0 REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the CHDO's control that was acquired or improved in whole or in part with HOME funds must be occupied by low- or very-low-income households (or both) and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded deed restrictions. The option to use deed restrictions must include period of affordability set forth in 24 C.F.R. §§ 92.252 and 92.254.

9.0 DE-OBLIGATION

- 9.1 The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the CHDO and the Administrator:
 - 9.1.1 The CHDO and the Administrator complete performance under the Work Statement without using all funds provided by the County under this Agreement;
 - 9.1.2 The County's original allocation was a loan, and the CHDO and the Administrator paid the loan;

- 9.1.3 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or
- 9.1.4 This Agreement has been terminated.
- 9.1.5 The NEPA Environmental Review is not approved.

10.0 REDUCTION IN FUNDS

- 10.1 The County, through an Amendment, may reduce Agreement funds under either of the following circumstances:
 - 10.1.1 The County determines that the CHDO and the Administrator failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or
 - 10.1.2 The CHDO and the Administrator failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

11.0 REPAYMENT OF FUNDS

The CHDO and the Administrator agree to repay funds under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. Repayment of funds is required by HUD for failed projects during the period of affordability for projects financed under this Agreement. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) days following the written determination by the County of noncompliance.

12.0 ADMINISTRATIVE REQUIREMENTS

- 12.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. §§ 92, *et seq.* The County shall monitor the CHDO's and the Administrator's activities to ensure compliance with the following:
 - 12.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 24 C.F.R. §§ 200, *et seq.* and are subject to monitoring from time to time by either the County or by HUD.
 - 12.1.1.1 The CHDO and the Administrator agree to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The CHDO and the Administrator further agree to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of project proceeds).
 - 12.1.1.2 The CHDO and the Administrator shall adhere to applicable audit requirements as described in, and in accordance with, 24 C.F.R. §§ 200, *et seq.* In addition, the CHDO and the Administrator must provide annual single-audit reports or annual audited financial statements to the County.
 - 12.1.1.3 The CHDO and the Administrator shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24

C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

12.1.2 DOCUMENTATION AND RECORD KEEPING

12.1.2.1 Records to be Maintained: The CHDO and the Administrator shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, records:

12.1.2.1.1 Demonstrating that the CHDO is and remains a qualified CHDO;

12.1.2.1.2 Providing a full description of each activity undertaken and its impact;

12.1.2.1.3 Required to determine the eligibility of activities;

12.1.2.1.4 Demonstrating compliance with environmental review requirements;

12.1.2.1.5 Required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);

12.1.2.1.6 Demonstrating citizen participation;

12.1.2.1.7 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;

12.1.2.1.8 Demonstrating continuing compliance for all activities and compliance with recapture provisions of the affordability standards;

12.1.2.1.9 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;

12.1.2.1.10 Required by 24 C.F.R. § 570.502, 2 C.F.R. §§ 200, et seq., and OMB Circulars;

12.1.2.1.11 Other records necessary to document compliance with HOME Program requirements;

12.1.2.1.12 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. §135

12.1.2.1.13 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;

12.1.2.1.14 Supporting that the CHDO and the Administrator have maintained client data demonstrating all clients served have met the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists, as described in 24 C.F.R. § 92.356;

12.1.2.1.15 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the CHDO and the Administrator will not invest any more HOME funds in

- combination with other federal assistance than is necessary to provide affordable housing, as described in 24 C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and,
- 12.1.2.1.16 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.
- 12.1.2.2 Outcome Measures – The CHDO and the Administrator shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 12.1.2.3 Disclosure – The CHDO and the Administrator understand that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the CHDO's and the Administrator's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 12.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, Quarterly Project Proceeds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.
- 12.1.2.5 Audits and Inspections – All of the CHDO's and the Administrator records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports shall be addressed by the CHDO and the Administrator within 45 days after receipt by the CHDO and the Administrator. Failure of the CHDO and the Administrator to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the CHDO and the Administrator under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 12.1.2.6 Performance Monitoring – The County and the Administrator will monitor the CHDO to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the CHDO against goals and performance standards required in this Agreement. The CHDO shall assure that all required files and documentation are available at scheduled monitoring. The failure of the CHDO to administer, implement, and perform as determined by federal regulations and by the County shall constitute non-compliance with this Agreement. Non-

compliance is a violation of this Agreement and may result in the withholding of future payments.

13.0 ENVIRONMENTAL REVIEW CONDITIONS

- 13.1 Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice-limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the CHDO and the Administrator. Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities until either HUD or the County provides the CHDO and Administrator with written authorization based on approval of an ERR.
- 13.2 An option agreement (to purchase land or a single-family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based on the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.
 - 13.2.1 The CHDO and the Administrator agree to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and all conditions required in the process of the environmental assessment.
 - 13.2.1.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.
 - 13.2.1.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
 - 13.2.1.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. § 50, as amended.
 - 13.2.1.4 The CHDO and the Administrator agree to comply with conditions set forth by the Maricopa County Air Quality Department or other County agencies, as required.
 - 13.2.1.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the CHDO and the Administrator shall ensure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The CHDO and the Administrator shall require the homeowner to obtain and maintain flood insurance as a condition of funding, or funds shall not be utilized.
 - 13.2.1.6 Historic Preservation - The CHDO and the Administrator shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, insofar as they apply to the performance of this Agreement.

- 13.2.1.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the CHDO and the Administrator to notify the County and to refrain from making any commitments and expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

14.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

- 14.1 The CHDO agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications reference below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The CHDO and the Administrator shall hold the County harmless, defend, and indemnify the County against any damages or other liabilities that the County may incur with respect to HUD as a result of any failures on the part of the CHDO and the Administrator.
- 14.2 The CHDO and the Administrator agree:
- 14.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Section 5, Attachment 3, of this Agreement.
- 14.2.2 To ensure that the period of affordability imposed on the project reflects the per unit subsidy limit. The minimum affordability period is five years for HOME subsidies of less than \$15,000 per unit; ten years for subsidies of \$15,000 to \$40,000; and 15 years for subsidies greater than \$40,000.
- 14.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation. This limit is updated annually. Refer to Attachment 3, of this Agreement.
- 14.2.4 To utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability and Stability Act (24 C.F.R. §§ 92.350-92.454), which include:
- 14.2.5 Implementation of the Fair Housing Act, (42 C.F.R. §§ 3601-3620), and implementing regulations at 24 C.F.R. § 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) (3 C.F.R. §§ 1958-1963

- Comp., p. 652 and 3 C.F.R. § 1980, Comp. p. 307) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. §§ 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);
- 14.2.6 Affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;
 - 14.2.7 Adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;
 - 14.2.8 Implementation of the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, *et seq.*) and the regulations at 24 C.F.R. § 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);
 - 14.2.9 Implementation of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794, *et seq.*) and implementing regulations at 24 C.F.R. § 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. §§ 12101, *et seq.*);
 - 14.2.10 Adhere to the requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 C.F.R. Chapter 60 (3 C.F.R. §§ 1964-65, Comp. p. 339);
 - 14.2.11 Implementation of the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1702u) (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities);
 - 14.2.12 Implementation of the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and
 - 14.2.13 Implementation of the requirements of the HUD 246 Rule (24 C.F.R. Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
- 14.3 The CHDO and the Administrator agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-assisted units that are vacant at the time of completion or that later become vacant. The CHDO and the Administrator shall make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
- 14.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.

- 14.5 The County, as the Participating Jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 C.F.R. § 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume the responsibility for the Request for the Release of Funds. The CHDO and the Administrator agree not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the CHDO and the Administrator have incurred expenses in violation of the NEPA requirements, the CHDO and the Administrator will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The CHDO and the Administrator shall provide all necessary assistance to the County in completing this environmental review process.
- 14.6 The CHDO and the Administrator agree to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.
- 14.7 The CHDO and the Administrator shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a, *et seq.*), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327, *et seq.*) related acts, and the provisions of 24 C.F.R. § 24 regarding Government Debarment and Suspension as they apply to this HOME Program.
- 14.8 The CHDO and the Administrator shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001, *et seq.*) as they apply to this HOME Program.
- 14.9 The CHDO and the Administrator shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- 14.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*) and is therefore subject to 24 C.F.R. § 35.
- 14.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

15.0 SUBCONTRACTS AND VENDORS

- 15.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds. Exempt activities described in 24 C.F.R. § 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise, the CHDO and the Administrator shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by

Subcontract with any agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.

- 15.2 UEI Number – All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management, or SAM. CHDO and Administrator and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.
- 15.3 Fees – The CHDO and the Administrator and all Subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME Program, except as permitted by 24 C.F.R. § 92.214(b)(1).
- 15.4 Selection Process – The CHDO and the Administrator shall ensure that all subcontracts in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 15.5 Section 3 of the Housing and Urban Development Act of 1968 – The CHDO and the Administrator shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The CHDO and the Administrator shall not subcontract with any entity where either the CHDO or the Administrator has (or both have) notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. § 135 The CHDO and the Administrator have the responsibility of determining Section 3 eligibility.
- 15.6 Monitoring – The CHDO and the Administrator shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

16.0 THE COUNTY CERTIFIES

- 16.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).
- 16.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

17.0 THE ADMINISTRATOR AGREES TO:

- 17.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.
- 17.2 Provide technical assistance to the CHDO on a continuing basis.
- 17.3 Approve all Requests for Reimbursement, review all requests for Amendments, and make recommendations to the County in a timely manner.
- 17.4 Monitor timely implementation of the CHDO's project, including encumbrance obligations, and make recommendations for compliance.
- 17.5 Keep the Maricopa HOME Consortium informed of progress toward goals.
- 17.6 Serve as the lien holder for all real estate developed, if applicable.
- 17.7 At the completion of the project, provide a closed-out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

18.0 PROGRAM COMPLETION

- 18.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
- 18.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 47.0 (Property).
- 18.3 The CHDO and the Administrator shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The CHDO's and the Administrator's obligations shall not end until all close-out requirements are completed. The County will notify the CHDO and the Administrator in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:
 - 18.3.1 Funds have been expended for the activity;
 - 18.3.2 The Work Statement has been completed;
 - 18.3.3 This Agreement has expired; or
 - 18.3.4 The Agreement has otherwise been terminated.
- 18.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the CHDO and the Administrator in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.
- 18.5 For the purposes of a rental project, the following shall apply:
 - 18.5.1 The project shall be completed when the site receives a Certificate of Occupancy;
 - 18.5.2 It is not required for a beneficiary to be identified for the project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
 - 18.5.3 If any rental unit remains unoccupied six (6) months after the date of project completion, the CHDO and the Administrator must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
 - 18.5.4 Within eighteen (18) months after the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the CHDO and the Administrator shall be required to repay all HOME funds invested in the unit.

19.0 FAILURE TO MAKE PROGRESS

- 19.1 The failure of the CHDO and the Administrator to make progress according to the Work Statement may result in the termination of this Agreement, de-obligation of funds, or recapture of funds. The CHDO and the Administrator agree to meet with the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:
 - 19.1.1 The CHDO and the Administrator fail to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 12.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed;

- 19.1.2 The CHDO and the Administrator fail to commit funds to a specific local project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).
- 19.1.3 The CHDO and the Administrator fail to expend HOME funds in performance of project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.
- 19.1.4 Within six (6) months after the date of project completion, if a unit remains unoccupied, then the CHDO and the Administrator must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, then HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purpose of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unoccupied as described in 24 C.F.R. § 92.252.
- 19.2 The County will terminate this Agreement and recapture funds, if the CHDO and the Administrator do not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 2, Paragraph 11.0, or terminate the Agreement for cause under Section 1, Paragraph 9.0.

20.0 REVERSION OF ASSETS

- 20.1 Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the CHDO from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

21.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The CHDO and the Administrator must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The CHDO must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

SECTION 3
WORK STATEMENT

MARICOPA COUNTY**HOME Investment Partnerships Program
Program Year 2023**UEI: CHDO K5HLK49NLDH8UEI: Administrator: GDTNM5BLN9Y4

Type of Property: Single Family Residential

1.0 FUNDING

CHDO 2023 HOME FUNDS	MATCH	OTHER RESOURCES	TOTAL BUDGET
\$796,326	\$192,500 (WISH)	\$400,000 (NSP PI) ARPA funds \$1,750,000	\$3,138,826

2.0 SCOPE OF WORK

Newtown CDC (CHDO), acting in the capacity of a Developer, will acquire land and construct three (3) single-family homes in Avondale, AZ. The Legacy Avondale Infill Housing Redevelopment Project-Phase 3-consists of a total of six (6) newly constructed, single-family detached dwellings on City owned land. The site is in a Qualified Census Tract at 305 and 309 East Hill Drive, Avondale, Arizona 85323. The two lots will be consolidated and re-platted into six lots to accommodate the new homes. The land will be sold to Newtown at closing. The new homes will be included in Newtown's Community Land Trust Program (CLT) program and remain affordable per 24 CFR 92. Funds will be paid to the CHDO only after the CHDO has met the commitment requirements as set forth in 24 CFR 92.2 (1) and (2) respectively and is prepared to commence construction within twelve months.

3.0 OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acq./Rehab of rental housing, Acq./New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4.0 LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/ RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
Development staff, funding, contractors	Develop 3 units of CHDO housing, in a project of 6 units to be held in the CLT	Three CHDO households	Increased affordable housing for low- to moderate-income families. Increased homeownership. Improved neighborhoods and quality of life.	Decent and affordable housing.

5.0 PERFORMANCE REPORTING GOALS/TIMELINE OF ACTIVITIES

<u>MILESTONES: Tasks to be Performed</u>	<u>COMPLETION DATE</u>
Application/market study	02/2024
Execute third party agreement with County and City of Avondale for HOME funds	02/2024
Development Plan Approved-City of Avondale	05/31/2024
Environmental Review approval	03/30/2024
Submit complete application for construction permits	06/30/2024
RFP for construction activities	10/31/2024
Homeownership counseling/buyer preparation	10/31/2025
Construction of project	11/30/2024
Sale of Unit (Pre-sale and during construction)	12/31/2025
Homebuyer financing secured	10/31/2025
Certificate of Occupancy	11/30/2025
Final Close-out /Project Completion Form	12/31/2025

Any change to the Timeline will need to be approved by the County.

6.0 ACTIVITY BUDGET SUMMARY:

ACTIVITY	HOME CHDO FUNDS	OTHER RESOURCES	TOTAL ACTIVITY BUDGET
Construction Hard Costs	\$636,326	\$1,546,326	\$2,182,652
Hard Cost Contingency		\$300,000	\$300,000
Architect and Engineering Fees, Survey, Permit, Legal Fees, title and recording, insurance, reserves		\$103,674	\$103,674
Developer Fee	\$160,000	\$200,000	\$360,000
Match Wish Funds		\$192,500	\$192,500
TOTALS	\$796,326	\$2,342,500	\$3,138,826

(1) Cash match dedicated to this Project only.

Note: A total of \$3,000 per activity will be withheld from the total amount of HOME funds obligated to each activity/address. \$1,500 may be reimbursed upon completion of rehabilitation/new construction (Certificate of Occupancy) and a signed purchase contract with a qualified buyer. The final \$1,500 will be reimbursed when a completion form is submitted by the CHDO to the County.

7.0 ACTIVITY MATCH:

AMOUNT	FORM OF MATCH	SOURCE
\$192,500	Cash	WISH Funds

8.0 SALES PRICE:

- (1) To ensure the homes are affordable for the target income group, the sales price shall be calculated so that each buyer's monthly housing expenses (including principal, interest, property taxes, and home insurance) does not exceed 35% of the buyer's gross monthly household income, unless there are documented compensating factors. In addition, the housing will have a purchase price for the type a single unit of single-family housing that does not exceed 95% of the median purchase price for the area as described in 24 C.F.R. § 92.254 (a)(2). Refer to Section 5 (Attachments), Attachment 3 to this Agreement.
- (2) The buyer may obtain a mortgage loan with a fixed term and interest rate and lender fees may not exceed 5% of the mortgage amount. The income of the buyer shall be determined according to the requirements at 24 C.F.R. § 92.203.

9.0 CHDO PROJECT PROCEEDS:

All proceeds generated from the CHDO development activities shall be considered Project proceeds and subject to the Project proceeds requirements set forth in HOME Program regulations. Project proceeds shall be tracked by the CHDO and reported to the Administrator. Documentation supporting the amount of Project proceeds received and

expended shall be submitted to the Administrator and the County. Project proceeds shall be retained and expended by the CHDO for construction of additional properties under this Agreement, or for other HOME-eligible activities with prior approval from the Administrator and the County.

10.0 CONVERSION TO RENTAL:

If the newly constructed home has not been sold to an eligible homebuyer within nine (9) months after the receipt of a Certificate of Occupancy, it must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units, according to 24 C.F.R. § 92.254(a)(3). If the vacant property is not converted, then HOME funds must be repaid to the County.

SECTION 4
COMPENSATION

1.0 COMPENSATION

- 1.1 The CHDO and the Administrator will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).
- 1.2 The CHDO and the Administrator shall be reimbursed utilizing the Assistance Listing Number (ALN): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will pay the CHDO and the Administrator compensation for services as indicated in the following subparagraphs. The County will not be liable for any contracts entered into by the CHDO and Administrator in anticipation of receiving payments under the Agreement.
- 1.4 The CHDO and the Administrator shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days after draw down) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 days after receipt. The CHDO and the Administrator also must return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days after the funds have been draw down.

2.0 METHOD OF PAYMENT

- 2.1 The CHDO and the Administrator agree to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The CHDO and the Administrator may request funds only after the CHDO and the Administrator have satisfied the funding contingencies and federal Environmental Review conditions and have a written agreement in place for Project activities..
- 2.2 The CHDO and the Administrator may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the CHDO and the Administrator requests funds from the County.
- 2.3 The County agrees to reimburse the CHDO and the Administrator for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the CHDO and the Administrator of an itemized statement of actual expenditures incurred, supported by appropriate documentation.
- 2.4 The CHDO and the Administrator shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted no later than July 15th for the preceding fiscal year
- 2.5 Reimbursement by the County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.
- 2.6 The County shall reimburse the CHDO and the Administrator on a Net zero (0) payment standard.
- 2.7 All requests for reimbursement shall be submitted to: HSDFINANCE@MARICOPA.GOV
- 2.8 The CHDO and Administrator shall comply with all requirements under 2 C.F.R. 200.415, incorporated herein by reference.

3.0 TIMELINESS

The CHDO and Administrator shall submit Requests for Reimbursements to the County at least quarterly, provided CHDO and Administrator has expended at least \$1,000.

4.0 REIMBURSEMENT

The County shall:

- 4.1 provide financial assistance in an amount not to exceed Seven hundred ninety-six thousand, three hundred and twenty-six dollars and zero cents (\$796,326) subject to the terms of this Agreement and availability of funds.
 - 4.1.1 Review the claim for reimbursement to ensure compliance with applicable requirements pursuant to the Agreement. The approval of payment based on a claim for reimbursement is at the County's discretion.
 - 4.1.2 Notify the CHDO and Administrator of any deficiencies in the claim for reimbursement and itemize what additional information, if any, is needed.
 - 4.1.3 Conduct, if, in the opinion of the County it is necessary, an inspection of the Project.
 - 4.1.4 Disburse all funds for which and to the extent of approval of the submitted claim for reimbursement in the manner, amount, increment, and timeframe determined at County's discretion.

5.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION

- 5.1 Upon termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the CHDO and the Administrator shall submit the final reimbursement request.
 - 5.1.1 This request shall be submitted no later than 30 days after the termination date except as noted immediately below.
 - 5.1.2 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.
 - 5.1.3 The final progress report, and any other required reports that may be applicable such as the Project proceeds report, shall be submitted with the final reimbursement request.

SECTION 5
ATTACHMENTS

Attachment 1

**Certification for
a Drug-Free Workplace**U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Attachment 2

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Attachment 3

HOME Maximum Per-Unit Subsidy Limits

This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects as of April 7 ,2023.

Bedroom Size	Maximum HOME per unit subsidy limit
0 Bedroom	\$173,011
1 Bedroom	\$198,331
2 Bedrooms	\$241,176
3 Bedrooms	\$312,005
4 Bedrooms	\$342,482
5 Bedrooms	\$342,482

Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: <https://www.maricopa.gov/3893/Funding-Notices-Bulletins> More information can be found here: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County which is **\$432,000** as of July 1, 2023.

Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either www.maricopa.gov/3893 or HUD's website for the updated versions each year.

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1028-0324 – Authorizing the acceptance of a grant from the Arizona Department of Forestry and Fire Management

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

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

Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

PURPOSE:

City Council will consider a request to adopt Resolution 1028-0324 to approve acceptance of a Healthy Forest Initiative Grant through the Arizona Department of Forestry and Fire Management for an amount of up to \$140,000 and authorizes the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Staff applied for the Healthy Forest Initiative Grant through the Arizona Department of Forestry and Fire Management. The grant request was for \$140,000 to eradicate multiple invasive plant species in the Agua Fria River, as well as preserve native plant species. Removing the plant species would eliminate fire hazards near city facilities and create open space for future recreational programming. The total project cost is approximately \$154,000, as the grant requires a 10% match.

DISCUSSION:

Adoption of the Resolution will allow the City of Avondale to accept the grant award and apply it to removing invasive plant species in a 21-acre parcel of city property in the Agua Fria River.

BUDGET IMPACT:

The city's match for the grant is \$14,000, which will be shared between the Parks and Recreation and Public Works operating budget.

RECOMMENDATION:

Staff recommends City Council adopt the Resolution approving the acceptance of the Healthy Forest Initiative Grant through the Arizona Department of Forestry and Fire Management for an amount of up to \$140,000 and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution:

RESOLUTION NO. 1028-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE STATE OF ARIZONA, DEPARTMENT OF FORESTRY AND FIRE
MANAGEMENT, RELATING TO THE ACCEPTANCE OF A HEALTHY
FOREST INITIATIVE GRANT FOR INVASIVE PLANT SPECIES REMOVAL.

WHEREAS, the State of Arizona, Department of Forestry and Fire Management, has awarded the City of Avondale (the “City”) a 2024 Healthy Forest Initiative Grant in the amount of \$140,000 (the “Grant”); and

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

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

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

SECTION 2 The Intergovernmental Agreement with the State of Arizona, Department of Forestry and Fire Management, relating to acceptance and administration of \$140,000.00 in Healthy Forest Initiative Grant funds for invasive plant species removal, subject to local match of 10% of the Grant, is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1028-0324

[Agreement]

See following pages.

Arizona Department of Forestry and Fire Management

Grant Agreement No. HFI 23-309

Healthy Forest Initiative Grant Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **City of Avondale (UEI #GDTNM5BLN9Y4)**, pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed \$140,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) X Required Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.413655 Longitude (x-coordinates) -112.352322

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Dominic DeCono
Senior Management Analyst – Parks and Recreation
11465 W. Civic Circle Drive
Avondale, AZ 85323
623-333-2419
ddecono@avondaleaz.gov

Secondary Sub-grantee Contact:

Katrece Swenson
Senior Management Analyst – Public Works
11465 W. Civic Circle Drive
Avondale, AZ 85323
623-333-4473
kswenson@avondaleaz.gov

Principal Arizona State Forestry Contact:

Willie Sommers
Invasive Plant Program Coordinator
1110 W. Washington Street, Suite 500
Phoenix, AZ 85007
602-319-6818
wsommers@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 W. Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Dominic DeCono Senior Management Analyst – Parks and Recreation 11465 W. Civic Circle Drive Avondale, AZ 85323 623-333-2419 ddecono@avondaleaz.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Reimbursement Forms

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 W. Washington, Suite 500 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> City of Avondale 11465 W. Civic Circle Drive Avondale, AZ 85323
--	--

Signature

Print or Type Name

Arizona State Forester

Date: _____

Signature

Print or Type Name

Title

Date: _____

Signature

Print or Type Name

Assistant State Forester for Forestry Programs

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

Applications: A14 - City of Avondale - Tamarisk and Stinknet removal

Profile

ddecono@avondaleaz.gov

1. Application/Project Title (100 character max)

A14 - City of Avondale - Tamarisk and Stinknet removal

2. Organization Name (100 character max)

A14 - City of Avondale

3. Project Lead (100 character max)

Dominic DeCono and Katrece Swenson

4. Program/Project Congressional District (check all that apply)

7

5. Program/Project Legislative District (check all that apply)

22

6. Target Species (100 character max)

Tamarisk and Stinknet

7. Acres to be Treated (Number)

21

8. Treatment Polygon (Yes/No)

Yes

9. Match Contribution (Number)

10

10. Grant Theme (0-10 points, 1,000 character max)

Removing the tamarisk and stinknet from along the Agua Fria Riverbed will positively impact the plant and animal habitat impacted by the overgrowth of these highly invasive plant species. Tamarisks have high water requirements and can dominate native species due to their deep root systems. As a fast-growing plant, stinknet can quickly outcompete native vegetation. The reduction in native plant diversity can have cascading effects including reducing the quantity and quality of available food for herbivores and potentially impacting their populations and the predators that rely on them. Additionally, due to their dense growth and high flammability both these species present a very high fire risk.

Although the tamarisk overgrowth is significant, the impacted area has a variety of native plant species present (such as mesquite) and elimination of the tamarisk should not put any vulnerable species, such as the endangered Southwestern Willow Flycatcher, at additional risk.

11. Project Overview and Area Description (0-15 points, 2,000 character max)

Festival Fields is a public park owned by the City of Avondale that lies along the Agua Fria River. The project area is along the dry riverbed located directly south of the park which has a significant overgrowth of tamarisk and stinknet.

Through an integrated combination of mechanical, biological, cultural, and chemical efforts, these two invasive plant species will be eradicated from the impacted site. Removal will have a variety of ecological and safety benefits for the area. Due to their high-water usage, removal of tamarisks allows more water availability in the ecosystem. Removal of stinknet provides less competition for native plants.

From a safety perspective, removal will significantly decrease fire risk to Festival Fields and adjacent properties within the City of Avondale. Wildfires are a concern as the City has a significant wildland/urban interface area with approximately 42% of Avondale's footprint consisting of open and undeveloped space, much of which is native desert. In Avondale, the number of brush fires almost tripled between 2018 and 2021, increasing from 28 to 84 fires annually. Multiple City neighborhoods are located north and west of the project area, making the community vulnerable to impacts from wildfires originating from the project site.

The City of Avondale has only recently developed the property to the north of where the species are impacting the riverbed and has not made any previous effort to control the invasive species.

12. Project Goals and Objectives (0-10 points, 1,000 character max)

The ultimate goal of this project is to have 100% elimination of tamarisk and stinknet in the affected area. Removing these species and treating regrowth will help the area recover from the negative environmental impacts associated with these invasive plant species and reduce fire risk.

The total area to be treated is approximately 21 acres and will cost approximately \$7,100 per acre for initial treatment, three years of post-treatment, and planting of native species.

An additional objective of this project is to support the cultural uses of tamarisks by indigenous communities. The City of Avondale will be partnering with the Salt River Pima-Maricopa Indian Community to facilitate the harvesting of trees for use in cultural ceremonies prior to full eradication from the site.

The last objective of this project is to repurpose a portion of the impacted site for future recreational and educational purposes.

13. Scope of Work (0-15 points, 2,500 character max)

The City of Avondale will solicit a bid request for a state-qualified vendor that can treat both stinknet and Tamarisk. The City of Avondale will also enter into an Intergovernmental Agreement with the Salt River Pima-Maricopa Indian Community to facilitate tamarisk harvesting and removal.

Once the tribal nation has removed the trees that can be used for cultural purposes such as burials and other spiritual ceremonies, the selected vendor will begin treatment and removal. The process to remove the tamarisk may include masticating, mulching, and/or hauling the tamarisk slash from the affected area. The vendor will also provide chemical treatment to prevent and control additional growth in the spring following initial treatment. In order to treat and eliminate the stinknet the vendor will use a chemical application applied before stinknet flowers.

Native species will be planted and reseeded throughout the treatment area. In the portion of the treatment area that may be used for future recreation purposes, the native plants will be strategically planted so they may be incorporated into future plans. The City will work with the awarded vendor to develop a plan for selecting species and locations for reseeded/replanting as well as in developing a long-term integrated weed management plan. There will be no environmental clearances needed for this project.

14. Project Timeline (0-10 points, 1,000 character max)

If awarded, the following timeline for the project would be as follows:

Early November 2023 – Avondale enters into agreement with State to accept grant.

Early November 2023 – Avondale enters into agreement with Salt River Pima-Maricopa Indian Community to remove tamarisk from site.

Early November 2023 – Project is bid out to qualified vendors.

Late November 2023 – Representatives of the Salt River Pima-Maricopa Indian Community harvest tamarisk from site.

Late November 2023 – City awards vendor(s) bids on the project.

December 2023 – Vendor(s) begin masticating tamarisk and treating stinknet.

January 2024 – 100% of tamarisk and 50% stinknet treated and/or removed from site.

March 2024 – 100% of stinknet treated and removed from the Identified site.

May 2024 – Chemical treatment to tamarisk growth.

Fall 2024 – Planting of native species. Vendor inspection and chemical treatment of regrowth.

2025-2027 - Site inspections and chemical treatment of any regrowth in Fall and Spring.

15. Collaborative Elements and Partners (0-10 points, 1,000 character max)

The City of Avondale will collaborate with the Salt River Pima-Maricopa Indian Community to remove the tamarisks that the entity wishes to take from the site. They will be a technical partner in this process as they will help assist with the partial removal of the tamarisk from the afflicted site. They are also a financial partner in that their efforts have been included as in-kind contributions.

Additionally, the City of Avondale will work with the awarded vendor to treat and remove the tamarisk and stinknet from the site and develop a long-term integrated weed management plan. The awarded vendor will be a technical partner in the project as the City of Avondale will be the primary financial partner for the project.

16. Evaluation Plan (0-10 points, 1,000 character max)

Short Term success for the project will be determined if the tamarisk and stinknet can be 100% removed from the afflicted site with minimal regrowth in the first 12 months following initial treatment.

Long Term success for the project will be determined if both species have been completely eliminated with no need for additional post-treatments 3 years following the initial treatment.

17. Sustainability Plan (0-10 points, 1,000 character max)

Avondale’s long-term plan is to have the afflicted site incorporated into the existing park for recreational and educational purposes, the City has a vested interest in ensuring that the recreational site is free of invasive plant species. Monthly inspections of the impacted property will be conducted by the Parks and Recreation and Public Works Departments for the first 3 years post-treatment to identify and address any regrowth or any new invasive plant species. Then a twice a year inspection will occur so that any regrowth can be identified and treated.

The City will work with the vendor to develop a long-term integrated weed management plan. As part of the grant application, the City of Avondale is requesting funding for chemical and/or mechanical retreatment for the first two years following initial treatment (three years total). The City will conduct additional retreatment for the following 1-2 years as needed and/or determined by the long-term integrated weed management plan.

Upload Budget Form

Invasive Species Grant Budget Doc_KS 7.25.23.docx

Upload Project Overview Map

Invasive Species Map Overview with Key (updated).pdf

Upload Letters of Support (Optional)

Avondale Letter of support 07172023.pdf

Average Score

of Reviews

0

of Denials

0

Applications: File Attachments

Upload Budget Form

Invasive Species Grant Budget Doc_KS 7.25.23.docx

Upload Project Overview Map

Invasive Species Map Overview with Key (updated).pdf

Upload Letters of Support (Optional)

Avondale Letter of support 07172023.pdf

Project: City of Avondale - Invasive Plant Species Removal

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$143,100	\$13,020	\$2,880	\$159,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$143,100	\$13,020	\$2,880	\$159,000

Budget Narrative	
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match. The contractual costs include all costs from the vendor, including administrative costs and taxes, labor wages and benefits, equipment and supplies, and travel. Estimated contractual cost breakdown: - Tamarisk mastication cost = \$84,000 (\$4,000/acre x 21 acres) - Chemical and/or mechanical treatment of Tamarisk regrowth = \$20,000 (6-8 seasonal/as needed treatments over 3 years) - Chemical treatment of stinket (including pre-emergent and post-emergent herbicides) = \$15,000 (6-8 seasonal/as needed treatments of approximately over 3 years) -Purchase and replanting/reseeding of native species = \$40,000 In-kind contributions include the labor costs associated with the Salt River Pima-Maricopa Indian Community's removal of the tamarisk trees. Based on an initial survey, it is estimated that removal will take 9 individuals approximately 16 hours to remove the trees that can be used for cultural purposes. Vendor estimates project labor costs for treatment and removal of the plant species at approximately \$20/hour. Using these data, the total in-kind contribution is valued at \$2,880	

City of Avondale - Invasive Plant Species Removal



- Entire 56-Acre Area Referenced in Application
- Festival Fields Park
- 21-Acre Treatment Area



Salt River
PIMA-MARICOPA INDIAN COMMUNITY
PUBLIC WORKS DEPARTMENT

10005 E. OSBORN RD. /SCOTTSDALE, ARIZONA 85256-9722/PHONE (480) 362-5600



07/17/2023

Arizona Department of Forestry and Fire Management
1110 West Washington St #500
Phoenix, AZ 85007

Subject: Letter of Support, Invasive Plant Grant

To whom it may concern,

On behalf of Salt River Pima-Maricopa Indian Community, I am pleased to express my support for Avondale's Invasive Plant Grant Application.

Due to environmental impacts, efforts are being made across the Southwest to control and remove salt cedars (also known as tamarisk) in areas where they have become invasive. Although removal may be important from an ecological perspective, it is important to consider the cultural and traditional uses of salt cedars by indigenous communities.

Salt cedars hold immense cultural value for the Salt River Pima-Maricopa Indian Community. The trees are carefully selected and harvested for use in traditional ceremonies. The use of salt cedars in these ceremonies is deeply rooted in the community's cultural and religious beliefs.

It is the intention of the Salt River Pima-Maricopa Indian Community to survey the area identified in this grant application and remove the salt cedars that can be used for cultural purposes prior to eradication.

By approaching the removal of salt cedars in a collaborative and culturally sensitive manner, it is possible to find a balance that respects both the ecological concerns and the cultural traditions associated with these trees.

Thank you for your consideration of this funding opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn A. Sinoqui".

Dawn A. Sinoqui
Director
Salt River Pima-Maricopa Indian Community
Public Works Department

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

City of Avondale – Tamarisk and Stinknet Invasive Plant Removal

Narrative

The City of Avondale will procure the services of a qualified contractor to do substantial removal of tamarisk (*Tamarix* spp., salt cedar) and stinknet (*Oncosiphon pilulifer*) on 21 acres of property directly south of Festival Fields Park. At present, the property has a dense buildup of mostly nonnative vegetation, which is at risk of wildfire. The Parks and Recreation Department will be responsible for planning, procurement, hiring, monitoring measurable objectives, outreach, overseeing fieldwork, conducting inspections and following up with the Department of Forestry and Fire Management on all reporting.

Current Vegetation

Located along the edge of the Agua Fria River, the current vegetation is composed of dense trees, shrubs, and forbs. Many of these are nonnative, invasive plants and/or state-listed noxious weeds. Below is a list of some of the more common native and nonnative, invasive species.

Trees – Athel tamarisk (nonnative, invasive), Blue Palo Verde (native), Mesquite (native), Mexican Palo Verde (native, but considered an invasive weed)

Shrubs – Desert broom (native), Brittlebush (native), Tree tobacco (nonnative, invasive), Salt cedar tamarisk* (nonnative, invasive)

Forbs – Desert Globe mallow (native), Saharan mustard* (nonnative, invasive), Stinknet* (nonnative, invasive), Russian thistle or tumbleweed (nonnative, invasive)

*Arizona state-listed noxious weed (<https://agriculture.az.gov/pestspest-control/agriculture-pests/noxious-weeds>)

Objectives

The objective of this project is 100% removal of Athel and salt cedar tamarisk and stinknet in the 21 acres of affected area. The City of Avondale, in partnership with the Salt River Pima-Maricopa Indian Community (SRPMIC), will do a two-step process for removal at the site. SRPMIC will do substantial salt cedar tamarisk removal in step one, and a licensed contractor will complete Athel and salt cedar tamarisk and stinknet removal in step two.

To ensure the area will remain clear of these invasive plant species, the City of Avondale will utilize city funds/staff to conduct monthly inspections and perform chemical treatments as needed through the use of a licensed vendor. This will be done through a long-term integrated weed management plan for the property. The retention of native plant species will assist in the passive revegetation of the site.

Treatment Plan

The treatment plan for this project is as follows:

- Hand cutting of Athel and salt cedar tamarisk to ground level by a hand crew using chainsaws.
- Hand cutting of Mexican Palo Verde to ground level by a hand crew using chainsaws.
- Keeping native trees such as Blue Palo Verde and Mesquite, which will be identified through orange flagging tied to the branches.

- Keeping native shrubs such as desert broom and brittlebush for pollinator habitat.
- Disposing of the Athel and salt cedar tamarisk and other slash by having it chipped into a roll-of dumpster for hauling away.
- Standing dead stinknet will also be removed and placed into a roll-of dumpster for disposal.
- Chemical (herbicide) treatment of tamarisk regrowth and pre-emergent herbicide application to prevent stinknet and Saharan mustard growth.

Timeline

Project duration: February 2024 to December 31, 2024

Below is the project timeline for the invasive plant removal:

February 2024 – City of Avondale agrees with State to accept the grant.

February 2024 – City of Avondale enters into an agreement with Salt River Pima-Maricopa Indian Community to remove tamarisk from the site.

February 2024 - City awards contractor(s) bids on the project.

Late February 2024 – Representatives of the Salt River Pima-Maricopa Indian Community harvest tamarisk from the site.

March 2024 – Contractor(s) begin hand cutting and chipping tamarisk and removing stinknet

Late March 2024 – Contractor(s) are to have 50% of tamarisk and stinknet treated and/or removed from the site.

April 2024 – Contractor(s) are to have 100% of tamarisk and stinknet treated and removed from the project site.

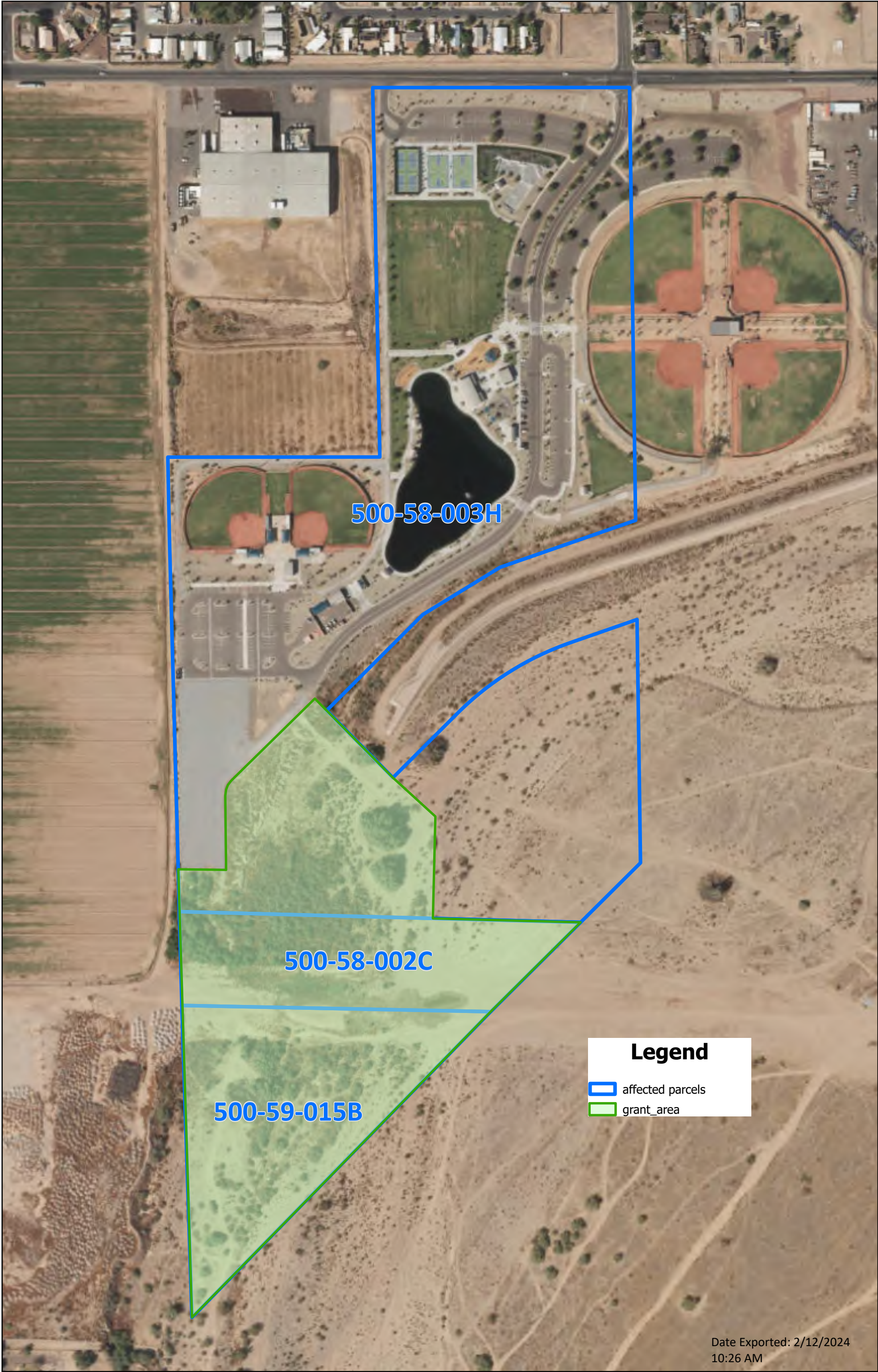
Late November / early December 2024 – Contractor applies foliar herbicide treatment to tamarisk re-sprouts and applies pre-emergent herbicide for extended stinknet and other weed control.

Arizona Department of Forestry and Fire Management – Project Budget Worksheet

Project: City of Avondale - Tamarisk and Stinknet Invasive Plant Removal

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Match % 10	Match Total \$ 15,880	
		Dollars	In-Kind	
Administrative Labor:				\$ 0
Project Labor:			\$ 2,880	\$ 2,880
Travel:				\$ 0
Equipment:				\$ 0
Supplies:				\$ 0
Contractual:	\$ 140,000	\$ 13,000		\$ 153,000
Other1:				\$ 0
Other2:				\$ 0
TOTAL:	\$ 140,000	\$ 13,000	\$ 2,880	\$ 155,880

Budget Narrative	
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed). Contractual: The contractual costs include all costs from the contractor, including administrative costs and taxes, labor wages and benefits, equipment and supplies, and travel. Estimated contractual cost breakdown: - Tamarisk removal cost for hand cutting and chipping = \$136,500 (\$6,500/acre x 21 acres) - Chemical treatment of tamarisk regrowth and chemical treatment of stinknet with a pre-emergent herbicide = \$13,650 (\$650/acre x 21 acres) - Roll off dumpsters for chipped tamarisk = \$2,850 Grant share = \$140,000 and dollars match = \$13,000 Project Labor: In-kind match contributions include the labor costs associated with the Salt River Pima-Maricopa Indian Community's removal of the tamarisk trees. Based on an initial survey, it is estimated that removal will take 9 individuals approximately 16 hours to remove the trees that can be used for cultural purposes. Vendor estimates project labor costs for treatment and removal of the plant species at approximately \$20/hour. Using these data, the total in-kind contribution is valued at \$2,880 (9 individuals x 16 hours x \$20/hour = \$2,880).	



ATTACHMENT C

General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
 - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
 - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
 - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. **Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.**
 - Required documentation should include some combination of: payment receipts, timesheets, payroll records (payslips), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
 - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
 - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
 - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
 - Documentation should include invoices and proof of payment, receipts, or equipment logs.
 - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
 - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
 - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
 - **Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
 - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
 - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
 - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
 - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
 - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
 - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
 - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
 - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL	
Project Objectives	Total Project Goal

ACTUAL				
Previously Reported	+	Current Quarter	=	Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:
Organization Name: Match %:
Total Grant Amount: Total Match Required:
Grant Expiration/End Date: (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
		\$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			\$0.00
Personnel			\$0.00
Contracted Services			\$0.00
Supplies			\$0.00
			\$0.00
			\$0.00
			\$0.00
Volunteer time	N/A		\$0.00
In-Kind Contributions	N/A		\$0.00
Total:	\$0.00	\$0.00	\$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
\$0.00	\$0.00	\$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature

Title

Date

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1029-0324 and 1030-0324 Entrada Phase 1 – Maintenance Improvement District No. 42 - Application PL-23-0152

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to: (a) approve a Petition for Formation; (b) adopt Resolution 1029-0324, declaring its intention to form the City of Avondale Maintenance Improvement District No. 42, Entrada Phase 1, providing for the assessment; (c) adopt Resolution 1030-0324, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment, declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Entrada Phase 1 is located at the northwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

BACKGROUND:

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

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

A Resolution of Intention for formation of City of Avondale MID No. 42, Entrada Phase 1, located at the

northwest corner of 107th Avenue and Broadway Road, is attached. In the case in which all the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the MID process. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

PUBLIC PARTICIPATION:

Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review MID applications.

ANALYSIS:

The acceptance of this MID will allow any additional changes associated with the maintenance responsibilities, should the Homeowners' Association fail, to be assessed on the property tax bill for the properties located within the District.

The MID has been approved through the Development Services Department and Engineering Department, which recommend that City Council formally approve the MID to allow for the taxing district to be recorded and in place in the event the Homeowners' Association fails.

DISCUSSION:

The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale's Subdivision Regulations and state statute governing MID formation.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the MID. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowners' Association fails.

RECOMMENDATION:

Staff recommends Council adopt a Resolution declaring its intention to create and adopt plans for the City of Avondale MID No. 42, Entrada Phase 1, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established MID, providing for the assessment and declaring an emergency, subject to the following conditions:

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

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

RESOLUTION 1029-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 42 – ENTRADA - PHASE 1, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

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

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 42 – Entrada - Phase 1 (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as a part of Exhibit A and incorporated herein by reference; and

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

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

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

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

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

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

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

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 42 – Entrada - Phase 1, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 42 – Entrada - Phase 1.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1029-0324

[Legal Description of Assessment District and Assessment Diagram]

See following pages.



**Legal Description
ENTRADA - PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT (MID)**

Job No. 21-0147

May 30, 2023

A portion of the South Half of Section 19, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a 4" M.C. Engineering brass cap flush at the southeast corner of said Section 19, from which a 4" M.C. Engineering brass cap flush at the south quarter corner of said Section 19, bears South 89 degrees 26 minutes 07 seconds West (basis bearing) 2,599.52 feet;

thence along the East line of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 1308.58 feet;

thence South 89 degrees 22 minutes 28 seconds West, 65.00 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 47 minutes 42 seconds West, 183.39 feet;

thence South 0 degrees 12 minutes 18 seconds East, 105.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 320.00 feet;

thence South 0 degrees 12 minutes 18 seconds East, 100.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 50.00 feet;

thence South 44 degrees 47 minutes 42 seconds West, 7.07 feet;

thence South 89 degrees 47 minutes 42 seconds West, 230.00 feet;

thence North 45 degrees 12 minutes 18 seconds West, 7.07 feet;

thence South 89 degrees 47 minutes 42 seconds West, 50.00 feet;

thence North 0 degrees 12 minutes 18 seconds West, 100.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 381.74 feet;

thence North 0 degrees 12 minutes 18 seconds West, 111.53 feet;

thence South 89 degrees 15 minutes 08 seconds West, 1277.46 feet;

SEE EXHIBIT 'A'

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thence North 0 degrees 12 minutes 18 seconds West, 129.74 feet to the beginning of a non-tangent curve, concave northeast, from which the radius point bears North 17 degrees 37 minutes 31 seconds East a distance of 55.00 feet;

thence northwesterly 50.26 feet along the arc of said curve to the right through a central angle of 52 degrees 21 minutes 21 seconds to a point of reverse curvature of a curve having a radius of 55.00 feet;

thence northwesterly 16.65 feet along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds;

thence North 37 degrees 21 minutes 37 seconds West, 40.37 feet;

thence North 52 degrees 38 minutes 23 seconds East, 50.00 feet;

thence North 7 degrees 38 minutes 23 seconds East, 21.21 feet;

thence North 52 degrees 38 minutes 23 seconds East, 57.65 feet;

thence South 37 degrees 21 minutes 37 seconds East, 115.00 feet;

thence North 52 degrees 38 minutes 23 seconds East, 450.00 feet;

thence North 37 degrees 21 minutes 37 seconds West, 115.00 feet;

thence North 52 degrees 38 minutes 23 seconds East, 18.42 feet;

thence North 83 degrees 54 minutes 35 seconds East, 25.64 feet;

thence South 64 degrees 49 minutes 13 seconds East, 177.94 feet;

thence South 32 degrees 25 minutes 55 seconds East, 25.33 feet;

thence South 0 degrees 02 minutes 38 seconds East, 0.83 feet;

thence South 89 degrees 57 minutes 22 seconds West, 115.00 feet;

thence South 0 degrees 02 minutes 38 seconds East, 186.46 feet;

thence North 89 degrees 47 minutes 42 seconds East, 105.00 feet;

thence South 0 degrees 02 minutes 38 seconds East, 110.00 feet;

thence North 44 degrees 52 minutes 32 seconds East, 14.16 feet;

thence North 89 degrees 47 minutes 42 seconds East, 50.00 feet;

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thence South 45 degrees 07 minutes 28 seconds East, 7.06 feet;

thence North 89 degrees 47 minutes 42 seconds East, 110.00 feet;

thence North 0 degrees 02 minutes 38 seconds West, 369.25 feet;

thence North 28 degrees 29 minutes 18 seconds West, 64.02 feet;

thence North 64 degrees 49 minutes 13 seconds West, 151.93 feet;

thence North 25 degrees 10 minutes 47 seconds East, 3.41 feet;

thence North 70 degrees 10 minutes 47 seconds East, 21.21 feet;

thence North 25 degrees 10 minutes 47 seconds East, 40.00 feet;

thence South 64 degrees 49 minutes 13 seconds East, 42.08 feet to the beginning of a curve, concave northeast, having a radius of 680.00 feet;

thence southeasterly 380.19 feet along the arc of said curve to the left through a central angle of 32 degrees 02 minutes 04 seconds;

thence North 83 degrees 08 minutes 43 seconds East, 187.01 feet to the beginning of a curve, concave southwest, having a radius of 330.00 feet;

thence southeasterly 139.93 feet along the arc of said curve to the right through a central angle of 24 degrees 17 minutes 45 seconds;

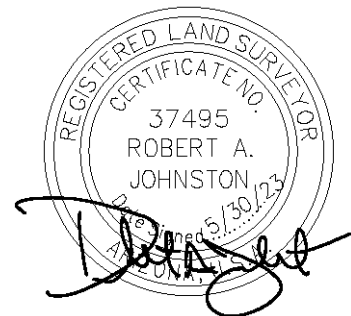
thence South 72 degrees 33 minutes 31 seconds East, 309.97 feet to the beginning of a curve, concave northeast, having a radius of 580.00 feet;

thence southeasterly 187.30 feet along the arc of said curve to the left through a central angle of 18 degrees 30 minutes 09 seconds;

thence North 88 degrees 56 minutes 20 seconds East, 655.67 feet;

thence South 0 degrees 37 minutes 32 seconds East, 541.47 feet to the **POINT OF BEGINNING.**

Containing an area of 1,417,414 square feet or 32.5393 acres, more or less.



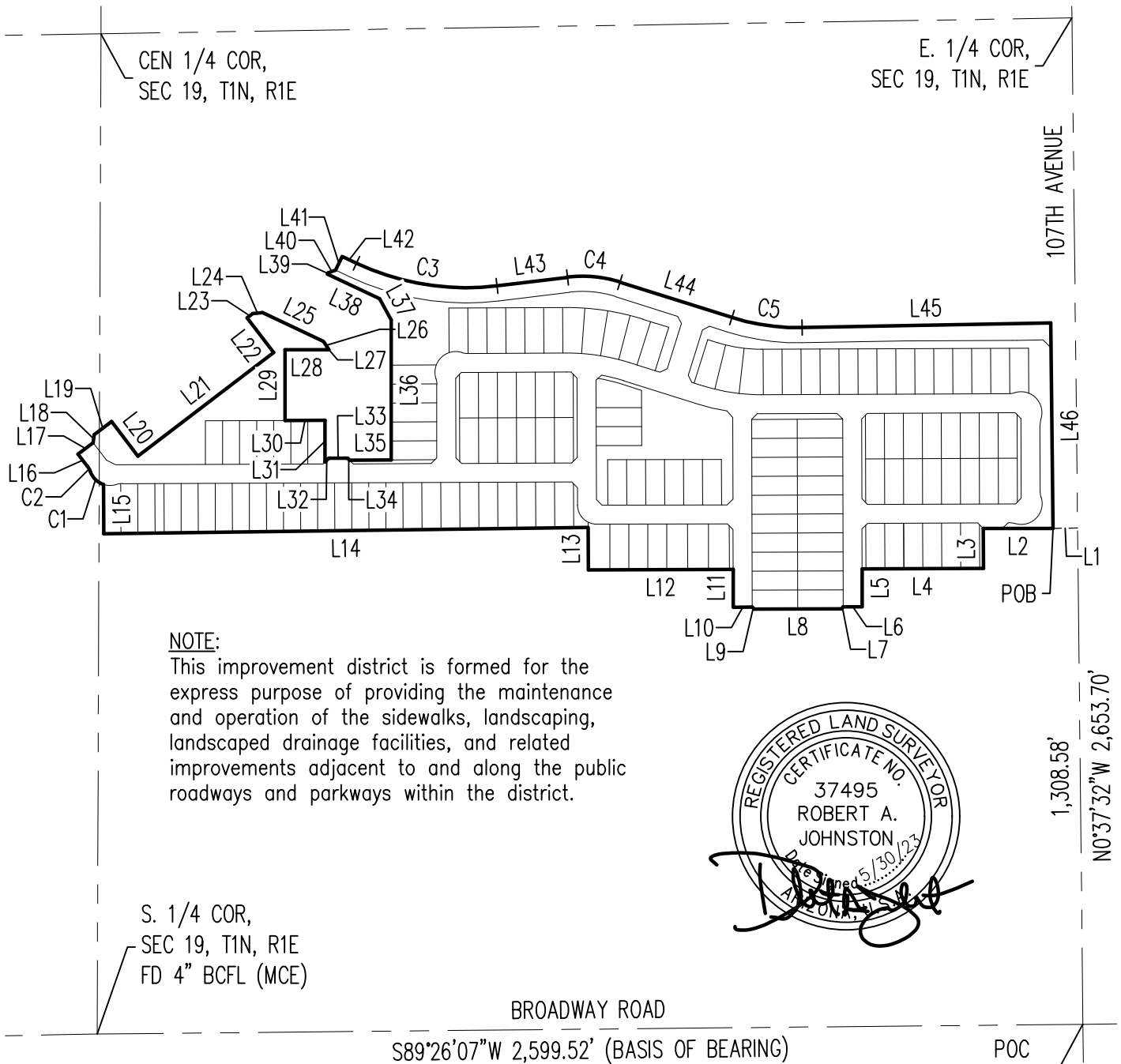
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MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR ENTRADA - PHASE I



NOTE:

This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.

LOT AREA TABLE

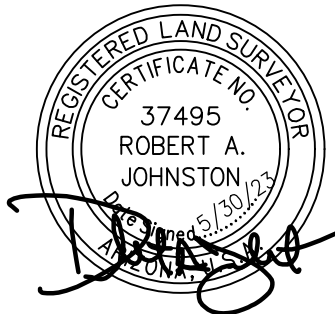
LOT #	AREA (SF)	AREA (AC)
347	5,784	0.1328
348	5,915	0.1358
349	5,896	0.1354
350	5,867	0.1347
351	5,848	0.1342
352	5,829	0.1338
353	5,809	0.1334
354	5,790	0.1329
355	5,771	0.1325
356	5,752	0.1320
357	5,733	0.1316
358	5,713	0.1312
359	5,694	0.1307
360	5,675	0.1303
361	5,656	0.1298
362	5,637	0.1294
363	5,617	0.1290

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
364	5,163	0.1185
365	5,175	0.1188
366	5,175	0.1188
367	5,175	0.1188
368	5,175	0.1188
369	5,175	0.1188
370	5,175	0.1188
395	6,219	0.1428
396	6,195	0.1422
397	6,172	0.1417
398	6,148	0.1411
399	6,124	0.1406
400	6,101	0.1401
401	6,077	0.1395
402	6,053	0.1390
403	6,017	0.1381
404	5,988	0.1375

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
405	6,000	0.1377
406	6,000	0.1377
407	6,000	0.1377
408	5,831	0.1339
409	5,848	0.1343
410	6,000	0.1377
411	6,000	0.1377
412	6,000	0.1377
413	6,000	0.1377
414	6,000	0.1377
415	6,522	0.1497
416	6,636	0.1523
417	6,586	0.1512
418	6,380	0.1465
419	6,000	0.1377
420	5,985	0.1374
421	6,000	0.1377



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Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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LOT AREA TABLE

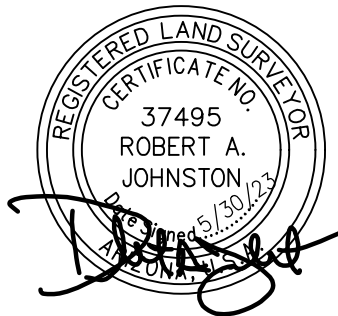
LOT #	AREA (SF)	AREA (AC)
422	6,000	0.1377
423	6,000	0.1377
424	6,000	0.1377
425	5,988	0.1375
426	5,988	0.1375
427	6,000	0.1377
428	6,000	0.1377
429	6,000	0.1377
430	6,000	0.1377
431	5,988	0.1375
432	7,574	0.1739
433	6,000	0.1377
434	6,000	0.1377
435	6,000	0.1377
436	6,000	0.1377
437	6,000	0.1377
438	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
439	6,000	0.1377
440	6,000	0.1377
441	6,844	0.1571
442	6,000	0.1377
443	6,000	0.1377
444	6,000	0.1377
445	6,600	0.1515
446	6,600	0.1515
447	6,588	0.1512
448	6,000	0.1377
449	6,000	0.1377
450	6,000	0.1377
451	6,000	0.1377
452	6,000	0.1377
453	6,000	0.1377
454	6,000	0.1377
455	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
456	6,000	0.1377
457	5,987	0.1375
458	5,988	0.1375
459	6,000	0.1377
460	6,000	0.1377
461	6,000	0.1377
462	6,000	0.1377
463	6,000	0.1377
464	6,000	0.1377
465	6,000	0.1377
466	6,000	0.1377
467	6,000	0.1377
468	6,432	0.1477
469	6,861	0.1575
470	6,816	0.1565
471	6,000	0.1377
472	6,000	0.1377



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Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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LOT AREA TABLE

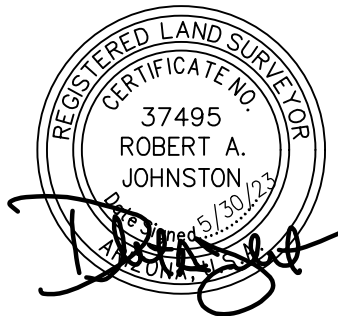
LOT #	AREA (SF)	AREA (AC)
473	6,000	0.1377
474	6,000	0.1377
475	6,000	0.1377
476	6,000	0.1377
477	6,000	0.1377
478	6,000	0.1377
479	6,000	0.1377
480	6,000	0.1377
481	6,000	0.1377
482	6,000	0.1377
483	6,000	0.1377
484	5,842	0.1341
485	5,987	0.1375
486	6,000	0.1377
487	6,000	0.1377
488	6,000	0.1377
489	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
490	6,000	0.1377
491	6,000	0.1377
492	5,987	0.1375
493	5,988	0.1375
494	6,000	0.1377
495	6,000	0.1377
496	6,000	0.1377
497	6,000	0.1377
498	6,000	0.1377
499	6,000	0.1377
500	5,988	0.1375
501	5,988	0.1375
502	6,000	0.1377
503	6,000	0.1377
504	6,000	0.1377
505	6,000	0.1377
506	5,988	0.1375

TRACT AREA TABLE

TRACT	AREA (SF)	AREA (AC)
Tract A	60,516	1.3893
Tract B	52,444	1.2039
Tract C	42,458	0.9747
Tract D	2,200	0.0505
Tract E	2,200	0.0505
Tract F	1,100	0.0253
Tract G	1,100	0.0253
Tract H	3,381	0.0776
Tract I	49,954	1.1468
Tract J	1,100	0.0253
Tract K	1,847	0.0424
Tract L	2,194	0.0504
Tract M	2,200	0.0505
Tract N	2,150	0.0494
Tract O	3,155	0.0724



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Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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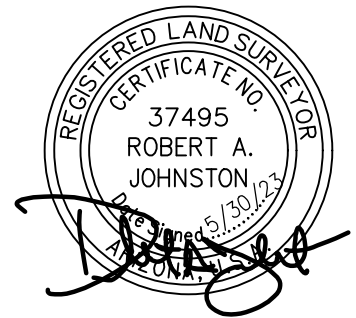
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°22'28"W	65.00'
L2	S89°47'42"W	183.39'
L3	S00°12'18"E	105.00'
L4	S89°47'42"W	320.00'
L5	S00°12'18"E	100.00'
L6	S89°47'42"W	50.00'
L7	S44°47'42"W	7.07'
L8	S89°47'42"W	230.00'
L9	N45°12'18"W	7.07'
L10	S89°47'42"W	50.00'
L11	N00°12'18"W	100.00'
L12	S89°47'42"W	381.74'
L13	N00°12'18"W	111.53'
L14	S89°15'08"W	1277.46'
L15	N00°12'18"W	129.74'
L16	N37°21'37"W	40.37'
L17	N52°38'23"E	50.00'
L18	N07°38'23"E	21.21'

LINE TABLE		
LINE	BEARING	LENGTH
L19	N52°38'23"E	57.65'
L20	S37°21'37"E	115.00'
L21	N52°38'23"E	450.00'
L22	N37°21'37"W	115.00'
L23	N52°38'23"E	18.42'
L24	N83°54'35"E	25.64'
L25	S64°49'13"E	177.94'
L26	S32°25'55"E	25.33'
L27	S00°02'38"E	0.83'
L28	S89°57'22"W	115.00'
L29	S00°02'38"E	186.46'
L30	N89°47'42"E	105.00'
L31	S00°02'38"E	110.00'
L32	N44°52'32"E	14.16'
L33	N89°47'42"E	50.00'
L34	S45°07'28"E	7.06'
L35	N89°47'42"E	110.00'
L36	N00°02'38"W	369.25'

LINE TABLE		
LINE	BEARING	LENGTH
L37	N28°29'18"W	64.02'
L38	N64°49'13"W	151.93'
L39	N25°10'47"E	3.41'
L40	N70°10'47"E	21.21'
L41	N25°10'47"E	40.00'
L42	S64°49'13"E	42.08'
L43	N83°08'43"E	187.01'
L44	S72°33'31"E	309.97'
L45	N88°56'20"E	655.67'
L46	S00°37'32"E	541.47'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	50.26'	55.00'	52°21'21"	48.53'	N46°11'48"W
C2	16.65'	55.00'	17°20'29"	16.58'	N28°41'22"W
C3	380.19'	680.00'	32°02'04"	375.26'	S80°50'15"E
C4	139.93'	330.00'	24°17'45"	138.89'	S84°42'24"E
C5	187.30'	580.00'	18°30'09"	186.49'	S81°48'36"E



RESOLUTION 1030-0324

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 42 – ENTRADA - PHASE 1; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1029-0324 declaring its intent to form the City of Avondale Maintenance Improvement District No. 42 – Entrada - Phase 1; and

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

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 42 – Entrada - Phase 1 (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 25, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1030-0324

[Legal Description and Map of Assessment District]

See following pages.



Legal Description
ENTRADA - PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT (MID)

Job No. 21-0147

May 30, 2023

A portion of the South Half of Section 19, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a 4" M.C. Engineering brass cap flush at the southeast corner of said Section 19, from which a 4" M.C. Engineering brass cap flush at the south quarter corner of said Section 19, bears South 89 degrees 26 minutes 07 seconds West (basis bearing) 2,599.52 feet;

thence along the East line of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 1308.58 feet;

thence South 89 degrees 22 minutes 28 seconds West, 65.00 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 47 minutes 42 seconds West, 183.39 feet;

thence South 0 degrees 12 minutes 18 seconds East, 105.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 320.00 feet;

thence South 0 degrees 12 minutes 18 seconds East, 100.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 50.00 feet;

thence South 44 degrees 47 minutes 42 seconds West, 7.07 feet;

thence South 89 degrees 47 minutes 42 seconds West, 230.00 feet;

thence North 45 degrees 12 minutes 18 seconds West, 7.07 feet;

thence South 89 degrees 47 minutes 42 seconds West, 50.00 feet;

thence North 0 degrees 12 minutes 18 seconds West, 100.00 feet;

thence South 89 degrees 47 minutes 42 seconds West, 381.74 feet;

thence North 0 degrees 12 minutes 18 seconds West, 111.53 feet;

thence South 89 degrees 15 minutes 08 seconds West, 1277.46 feet;

SEE EXHIBIT 'A'

Page 1 of 9

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thence North 0 degrees 12 minutes 18 seconds West, 129.74 feet to the beginning of a non-tangent curve, concave northeast, from which the radius point bears North 17 degrees 37 minutes 31 seconds East a distance of 55.00 feet;

thence northwesterly 50.26 feet along the arc of said curve to the right through a central angle of 52 degrees 21 minutes 21 seconds to a point of reverse curvature of a curve having a radius of 55.00 feet;

thence northwesterly 16.65 feet along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds;

thence North 37 degrees 21 minutes 37 seconds West, 40.37 feet;

thence North 52 degrees 38 minutes 23 seconds East, 50.00 feet;

thence North 7 degrees 38 minutes 23 seconds East, 21.21 feet;

thence North 52 degrees 38 minutes 23 seconds East, 57.65 feet;

thence South 37 degrees 21 minutes 37 seconds East, 115.00 feet;

thence North 52 degrees 38 minutes 23 seconds East, 450.00 feet;

thence North 37 degrees 21 minutes 37 seconds West, 115.00 feet;

thence North 52 degrees 38 minutes 23 seconds East, 18.42 feet;

thence North 83 degrees 54 minutes 35 seconds East, 25.64 feet;

thence South 64 degrees 49 minutes 13 seconds East, 177.94 feet;

thence South 32 degrees 25 minutes 55 seconds East, 25.33 feet;

thence South 0 degrees 02 minutes 38 seconds East, 0.83 feet;

thence South 89 degrees 57 minutes 22 seconds West, 115.00 feet;

thence South 0 degrees 02 minutes 38 seconds East, 186.46 feet;

thence North 89 degrees 47 minutes 42 seconds East, 105.00 feet;

thence South 0 degrees 02 minutes 38 seconds East, 110.00 feet;

thence North 44 degrees 52 minutes 32 seconds East, 14.16 feet;

thence North 89 degrees 47 minutes 42 seconds East, 50.00 feet;

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thence South 45 degrees 07 minutes 28 seconds East, 7.06 feet;

thence North 89 degrees 47 minutes 42 seconds East, 110.00 feet;

thence North 0 degrees 02 minutes 38 seconds West, 369.25 feet;

thence North 28 degrees 29 minutes 18 seconds West, 64.02 feet;

thence North 64 degrees 49 minutes 13 seconds West, 151.93 feet;

thence North 25 degrees 10 minutes 47 seconds East, 3.41 feet;

thence North 70 degrees 10 minutes 47 seconds East, 21.21 feet;

thence North 25 degrees 10 minutes 47 seconds East, 40.00 feet;

thence South 64 degrees 49 minutes 13 seconds East, 42.08 feet to the beginning of a curve, concave northeast, having a radius of 680.00 feet;

thence southeasterly 380.19 feet along the arc of said curve to the left through a central angle of 32 degrees 02 minutes 04 seconds;

thence North 83 degrees 08 minutes 43 seconds East, 187.01 feet to the beginning of a curve, concave southwest, having a radius of 330.00 feet;

thence southeasterly 139.93 feet along the arc of said curve to the right through a central angle of 24 degrees 17 minutes 45 seconds;

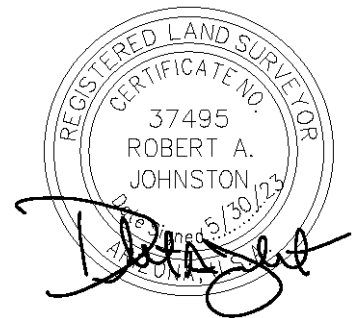
thence South 72 degrees 33 minutes 31 seconds East, 309.97 feet to the beginning of a curve, concave northeast, having a radius of 580.00 feet;

thence southeasterly 187.30 feet along the arc of said curve to the left through a central angle of 18 degrees 30 minutes 09 seconds;

thence North 88 degrees 56 minutes 20 seconds East, 655.67 feet;

thence South 0 degrees 37 minutes 32 seconds East, 541.47 feet to the
POINT OF BEGINNING.

Containing an area of 1,417,414 square feet or 32.5393 acres, more or less.



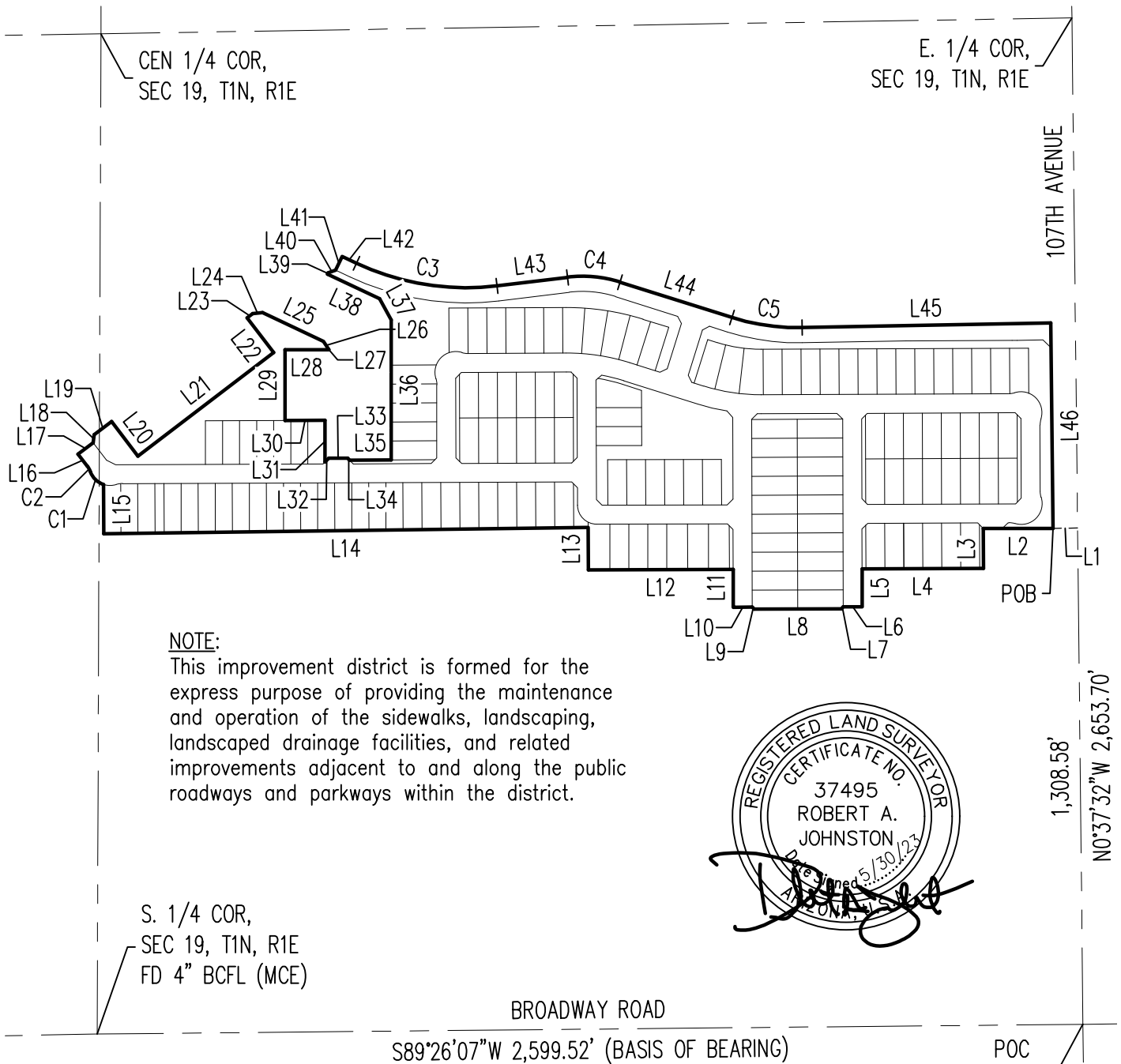
SEE EXHIBIT 'A'

Page 3 of 9

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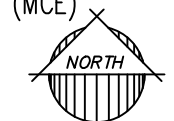
Tel (480) 503-2250 • Fax (480) 503-2258

MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR ENTRADA - PHASE I



NOTE:

This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.



SCALE: 1"=400'

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
347	5,784	0.1328
348	5,915	0.1358
349	5,896	0.1354
350	5,867	0.1347
351	5,848	0.1342
352	5,829	0.1338
353	5,809	0.1334
354	5,790	0.1329
355	5,771	0.1325
356	5,752	0.1320
357	5,733	0.1316
358	5,713	0.1312
359	5,694	0.1307
360	5,675	0.1303
361	5,656	0.1298
362	5,637	0.1294
363	5,617	0.1290

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
364	5,163	0.1185
365	5,175	0.1188
366	5,175	0.1188
367	5,175	0.1188
368	5,175	0.1188
369	5,175	0.1188
370	5,175	0.1188
395	6,219	0.1428
396	6,195	0.1422
397	6,172	0.1417
398	6,148	0.1411
399	6,124	0.1406
400	6,101	0.1401
401	6,077	0.1395
402	6,053	0.1390
403	6,017	0.1381
404	5,988	0.1375

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
405	6,000	0.1377
406	6,000	0.1377
407	6,000	0.1377
408	5,831	0.1339
409	5,848	0.1343
410	6,000	0.1377
411	6,000	0.1377
412	6,000	0.1377
413	6,000	0.1377
414	6,000	0.1377
415	6,522	0.1497
416	6,636	0.1523
417	6,586	0.1512
418	6,380	0.1465
419	6,000	0.1377
420	5,985	0.1374
421	6,000	0.1377



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21-0147

Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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LOT AREA TABLE

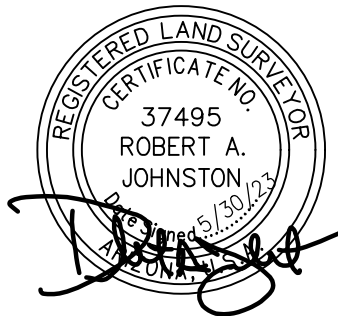
LOT #	AREA (SF)	AREA (AC)
422	6,000	0.1377
423	6,000	0.1377
424	6,000	0.1377
425	5,988	0.1375
426	5,988	0.1375
427	6,000	0.1377
428	6,000	0.1377
429	6,000	0.1377
430	6,000	0.1377
431	5,988	0.1375
432	7,574	0.1739
433	6,000	0.1377
434	6,000	0.1377
435	6,000	0.1377
436	6,000	0.1377
437	6,000	0.1377
438	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
439	6,000	0.1377
440	6,000	0.1377
441	6,844	0.1571
442	6,000	0.1377
443	6,000	0.1377
444	6,000	0.1377
445	6,600	0.1515
446	6,600	0.1515
447	6,588	0.1512
448	6,000	0.1377
449	6,000	0.1377
450	6,000	0.1377
451	6,000	0.1377
452	6,000	0.1377
453	6,000	0.1377
454	6,000	0.1377
455	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
456	6,000	0.1377
457	5,987	0.1375
458	5,988	0.1375
459	6,000	0.1377
460	6,000	0.1377
461	6,000	0.1377
462	6,000	0.1377
463	6,000	0.1377
464	6,000	0.1377
465	6,000	0.1377
466	6,000	0.1377
467	6,000	0.1377
468	6,432	0.1477
469	6,861	0.1575
470	6,816	0.1565
471	6,000	0.1377
472	6,000	0.1377



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Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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LOT AREA TABLE

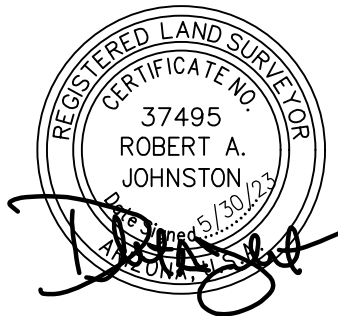
LOT #	AREA (SF)	AREA (AC)
473	6,000	0.1377
474	6,000	0.1377
475	6,000	0.1377
476	6,000	0.1377
477	6,000	0.1377
478	6,000	0.1377
479	6,000	0.1377
480	6,000	0.1377
481	6,000	0.1377
482	6,000	0.1377
483	6,000	0.1377
484	5,842	0.1341
485	5,987	0.1375
486	6,000	0.1377
487	6,000	0.1377
488	6,000	0.1377
489	6,000	0.1377

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
490	6,000	0.1377
491	6,000	0.1377
492	5,987	0.1375
493	5,988	0.1375
494	6,000	0.1377
495	6,000	0.1377
496	6,000	0.1377
497	6,000	0.1377
498	6,000	0.1377
499	6,000	0.1377
500	5,988	0.1375
501	5,988	0.1375
502	6,000	0.1377
503	6,000	0.1377
504	6,000	0.1377
505	6,000	0.1377
506	5,988	0.1375

TRACT AREA TABLE

TRACT	AREA (SF)	AREA (AC)
Tract A	60,516	1.3893
Tract B	52,444	1.2039
Tract C	42,458	0.9747
Tract D	2,200	0.0505
Tract E	2,200	0.0505
Tract F	1,100	0.0253
Tract G	1,100	0.0253
Tract H	3,381	0.0776
Tract I	49,954	1.1468
Tract J	1,100	0.0253
Tract K	1,847	0.0424
Tract L	2,194	0.0504
Tract M	2,200	0.0505
Tract N	2,150	0.0494
Tract O	3,155	0.0724



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21-0147

Exhibit "A" - Entrada - Phase 1

Maintenance Improvement Distric (MID)



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L25	S64°49'13"E	177.94'
L26	S32°25'55"E	25.33'
L27	S00°02'38"E	0.83'
L28	S89°57'22"W	115.00'
L29	S00°02'38"E	186.46'
L30	N89°47'42"E	105.00'
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LINE TABLE		
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L46	S00°37'32"E	541.47'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	50.26'	55.00'	52°21'21"	48.53'	N46°11'48"W
C2	16.65'	55.00'	17°20'29"	16.58'	N28°41'22"W
C3	380.19'	680.00'	32°02'04"	375.26'	S80°50'15"E
C4	139.93'	330.00'	24°17'45"	138.89'	S84°42'24"E
C5	187.30'	580.00'	18°30'09"	186.49'	S81°48'36"E



ITEM NUMBER: 4.i.

SUBJECT: Final Plat - Entrada Phase 1 - Application PL-23-0152

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Daniel Auxier, EPS Group Inc., on behalf of the property owner Meritage Homes of Arizona Inc., for approval of the Entrada Phase 1 Final Plat, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat subdivides approximately 30.7 acres into 136 single-family residential lots (18.7 acres), 5.2 acres of open space tracts, and dedicates approximately 6.8 acres of right-of-way and associated public utility easements throughout the subdivision. The subject property is located at the northwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

BACKGROUND:

The subject property is approximately 30.7 acres in size (Exhibit A) and was annexed into the City's corporate limits on August 23, 2020 (Ordinance No. 2025-0820). The zoning designation of the property is Alamar Planned Area Development (PAD) (Exhibit B), which provides a range of residential densities and limited commercial areas.

The subject site is designated by the General Plan 2030 Land Use Map as Medium Density Residential (Exhibit C), a land use category providing a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails, and other open space amenities, and public facilities are permitted in this category.

In the overall Entrada area, the property will develop in three phases as described within the Entrada Planned Area Development (PAD) Narrative. These three phases are further divided into seven parcels with six single-family residential parcels encompassing 625 lots and the seventh parcel containing 8.99 acres of commercial property. The subject Final Plat will incorporate all of Parcel 2 and portions of Parcel 4 shown on the PAD phasing plan, both of which are entirely within Phase 1 of the PAD phasing plan.

The existing uses and zoning of surrounding properties include:

NORTH: Single-family subdivision, Maricopa County.

SOUTH: Verde Trails single-family subdivision zoned Verde Trails PAD.

EAST: Vacant property zoned Shadow Ridge PAD for single-family.

WEST: Single-family subdivision, City of Phoenix.

SUMMARY OF REQUEST:

The proposed Final Plat subdivides approximately 30.7 acres into 136 single-family residential lots (18.7 acres), 5.2 acres of open space tracts, and dedicates approximately 6.8 acres of right-of-way and associated public utility easements throughout the subdivision. The proposed Entrada Phase 1 Final Plat will offer a mix of three different residential lot sizes; 45'x115' (5,175 sq. ft.), 50'x120' (6,000 sq. ft.), and 55'x120' (6,600 sq. ft.).

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

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

DISCUSSION:

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

BUDGET IMPACT:

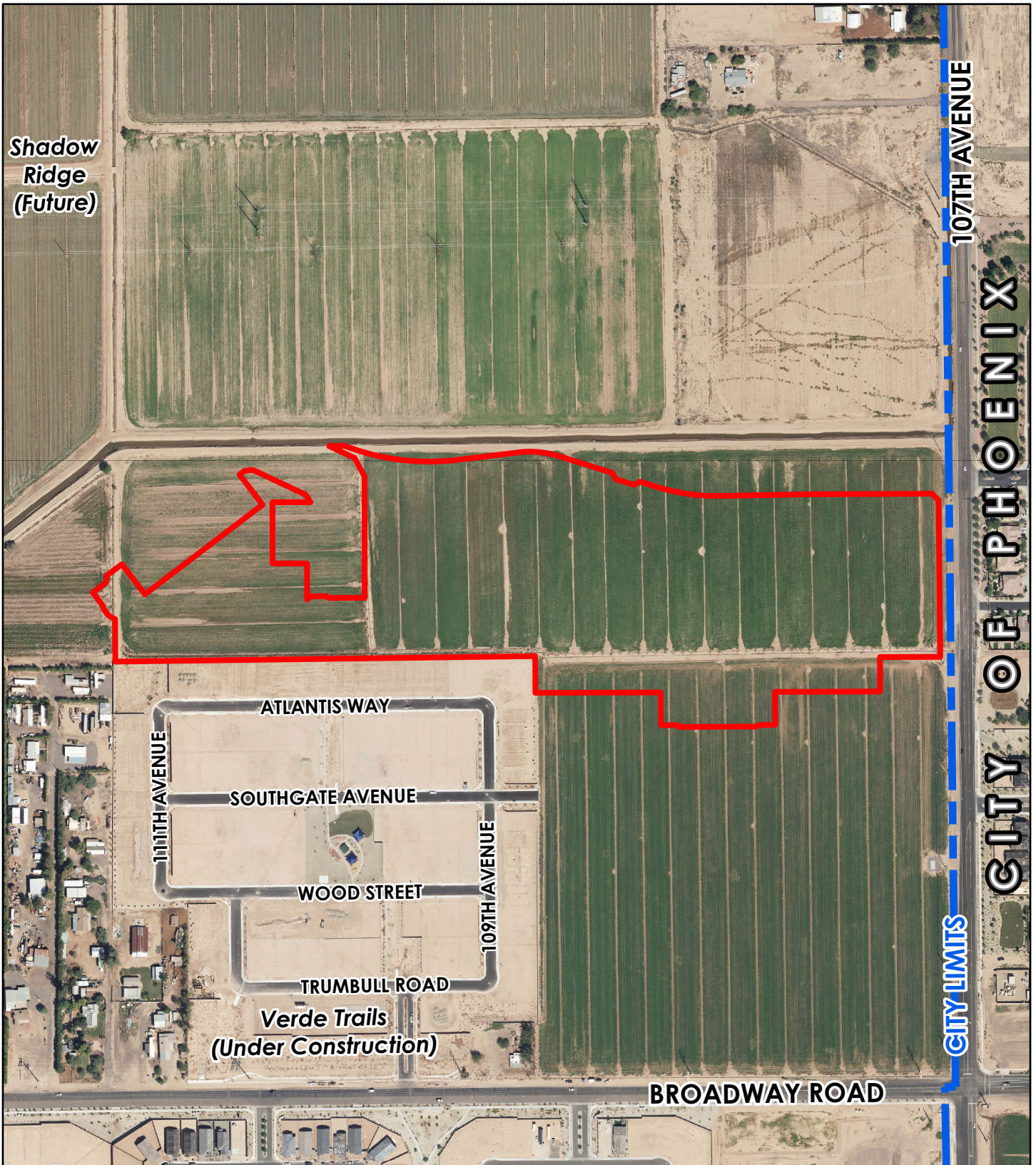
No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-23-0152 Entrada Phase 1 Final Plat, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Final Plat submitted electronically on February 20, 2024 and provided in Exhibit D.

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

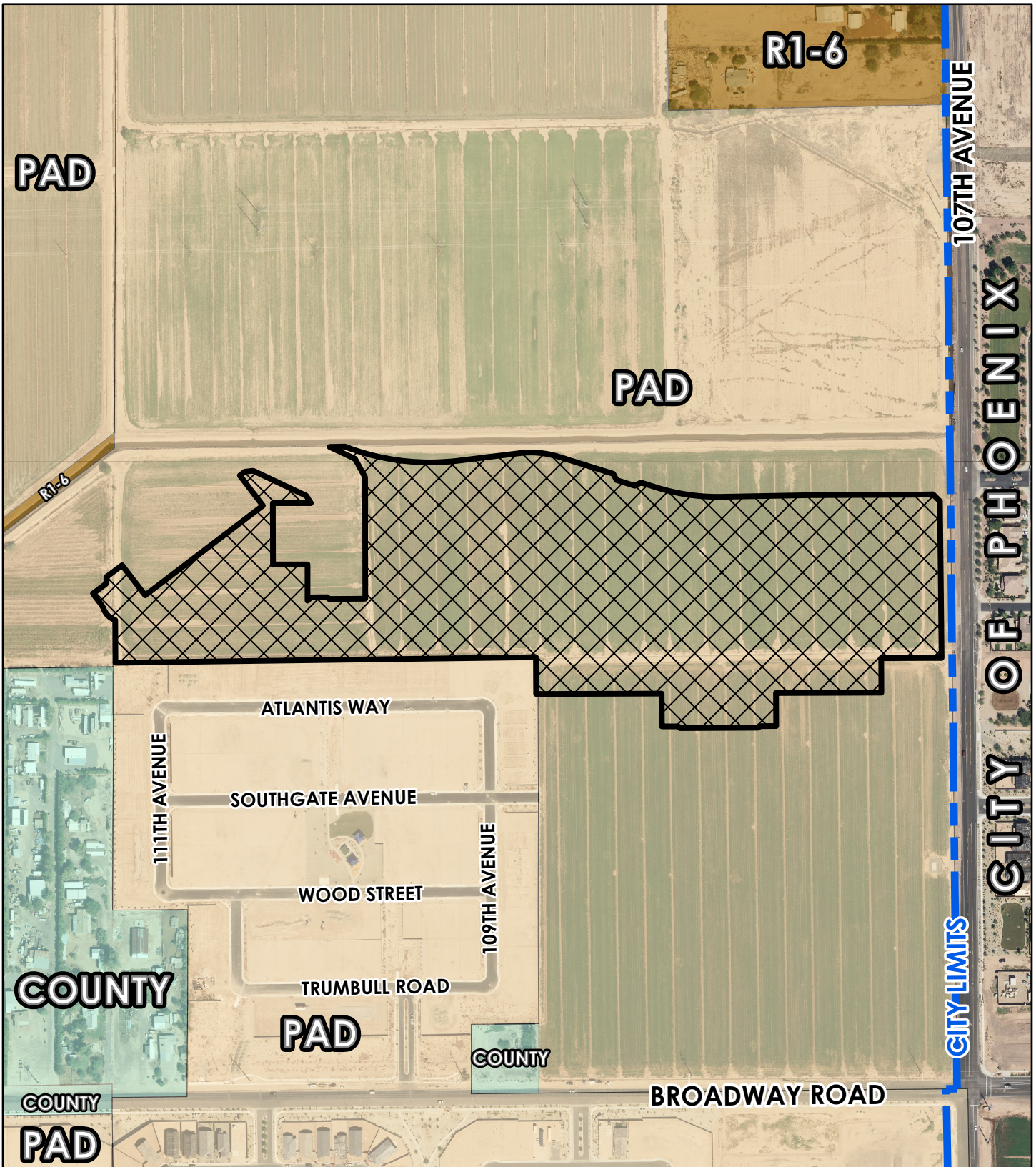


Aerial Map



 Subject Property



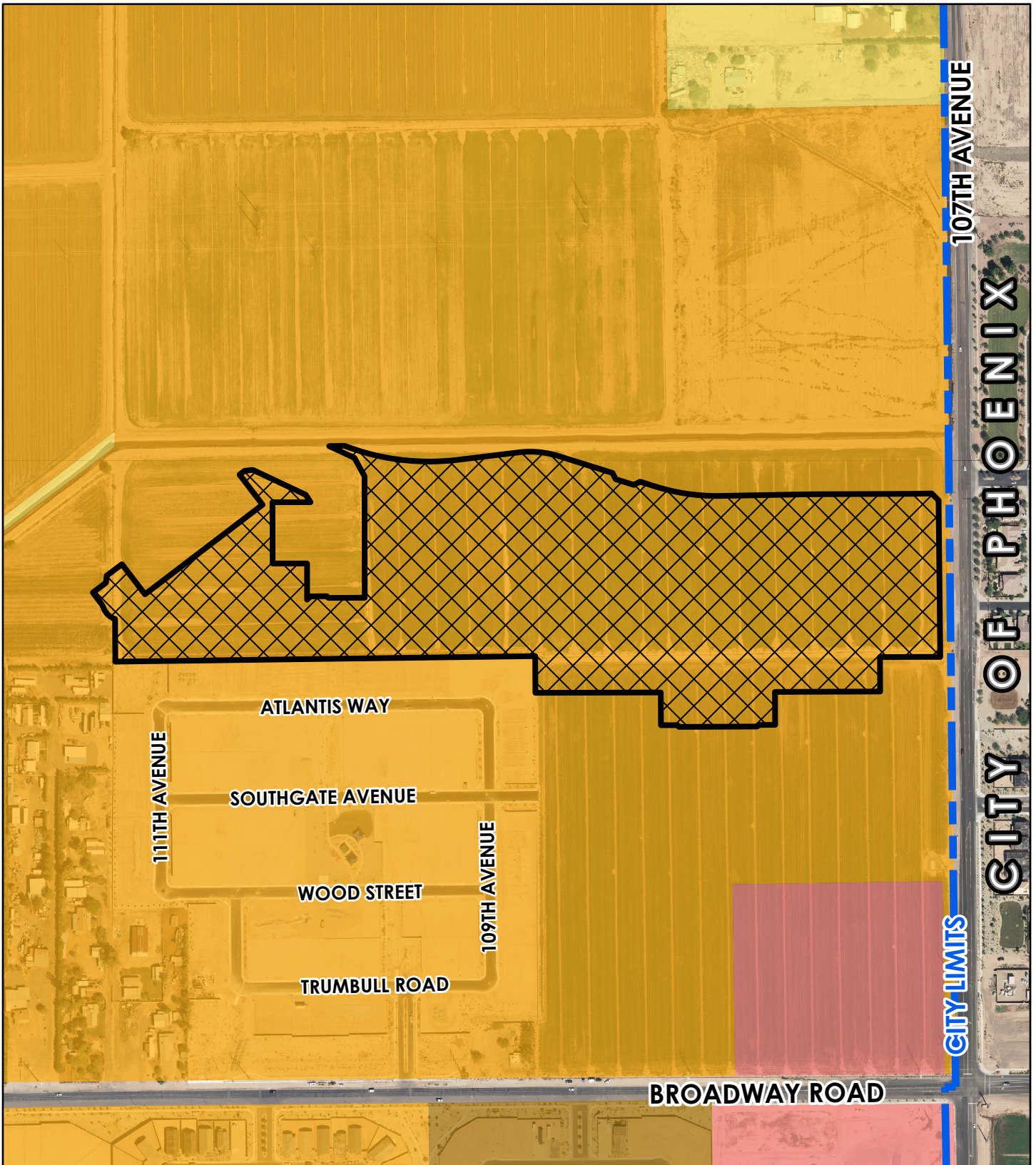


Zoning Vicinity



Subject Property





General Plan Land Use



- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential
- Local Commercial



Subject Property



DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ENTRADA - PHASE I", A PORTION OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ENTRADA - PHASE I", A PLANNED RESIDENTIAL DEVELOPMENT, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE WATER LINE EASEMENT, SEWER EASEMENT AND PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY AS SHOWN HEREON.

AN EASEMENT FOR DRAINAGE IS HEREBY DEDICATED TO THE ENTRADA COMMUNITY ASSOCIATION OVER TRACTS "9" AND "1".

TRACTS "A" THROUGH "O" ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE ENTRADA COMMUNITY ASSOCIATION.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS "A" THROUGH "O". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING AN ENTRADA COMMUNITY ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2024.

OWNER/AUTHORIZED SIGNER

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

BEFORE ME THIS ____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

RATIFICATION AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION _____ DULY ELECTED _____ OF THE ENTRADA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____
ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

BEFORE ME THIS ____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF ENTRADA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGE THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

RIGHT OF WAY DEDICATION		
STREET CLASSIFICATION	AREA (SF)	AREA (ACRES)
LOCAL	295,610	6.7863
COLLECTOR	---	---
ARTERIAL	---	---

LAND AREA TABLE		
GROSS AREA OF PROJECT	AREA (SF)	AREA (ACRES)
LOTS 347 - 370 & 395 - 506 (136 LOTS)	815,100	18.7121
TRACTS A - O (15 TRACTS)	226,500	5.1997
RIGHT-OF-WAY	295,610	6.7863
GROSS AREA	1,337,210	30.6991

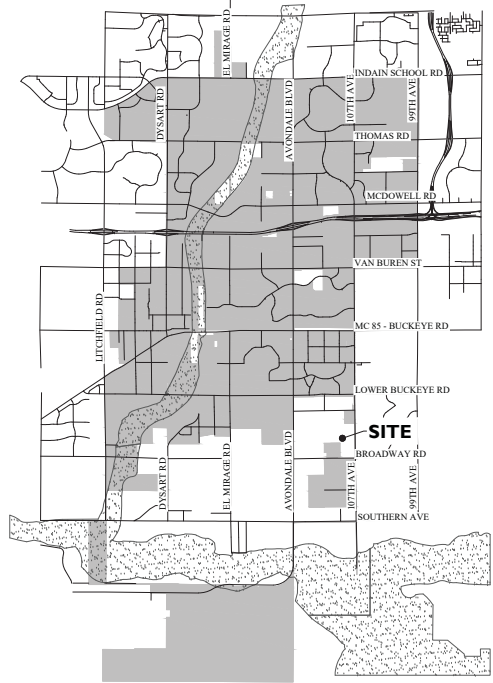
LOTS REQUIRING BACKWATER VALVE			
370	435	436	437
441	442	465	466
467			

SHEET INDEX

- COVER SHEET
- LINE TABLE, CURVE TABLE, TRACT USE TABLE, LOT AREA TABLE, LEGAL DESCRIPTION, DETAILS
- PLAT

FINAL PLAT OF "ENTRADA - PHASE I"

A PORTION OF THE SOUTH HALF OF SECTION 19,
TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER MERIDIAN,
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA.



KEY MAP

100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

FLOODPLAIN DESIGNATION

THE PLATTED PROPERTY APPEARS TO LIE PARTIALLY WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONES A, AE, AH, AO, AR, A99, V, AND VE. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD AND APPEARS TO LIE PARTIALLY WITHIN ZONE SHADDED X (OTHER FLOOD AREAS) AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE MARICOPA COUNTY, COMMUNITY PANEL NO. 0403C2170M, EFFECTIVE DATE NOVEMBER 4, 2015.

UTILITY PROVIDERS

WATER
RECLAIMED WATER
SEWER
REFUSE
FIRE
TRAFFIC SIGNALS
GAS
ELECTRIC
TELEPHONE
CABLE TV
POLICE

CITY OF AVONDALE
CITY OF AVONDALE
CITY OF AVONDALE
CITY OF AVONDALE
CITY OF AVONDALE
CITY OF AVONDALE
SOUTHWEST GAS
SALT RIVER PROJECT (SRP)
CENTURYLINK/CXIX COMMUNICATIONS/MCI
CENTURYLINK/CXIX COMMUNICATIONS
CITY OF AVONDALE

OWNER / DEVELOPER

MERITAGE HOMES OF ARIZONA, INC.
18655 NORTH CLARET DRIVE, SUITE 400
SCOTTSDALE, ARIZONA 85255
TEL: (480) 515-8864
CONTACT: TROY HILL

SURVEYOR

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, R.L.S.
EMAIL: robert.johnston@epsgruopinc.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: TINO QUINTANA, P.E.
EMAIL: tino.quintana@epsgruopinc.com

NOTES

- ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY ENTRADA HOMEOWNERS ASSOCIATION.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
- LOTS NOTED WITH A "Y" ARE WITHIN AN EXISTING FLOODPLAIN. A CLOM APPLICATION HAS BEEN FILED WITH FEMA TO REMOVE THE FLOODPLAIN AND A LOMR APPLICATION WILL BE FILED WITH FEMA AFTER THE DRAINAGE IMPROVEMENTS HAVE BEEN COMPLETED TO REMOVE THE FLOODPLAIN FROM THESE LOTS. CITY OF AVONDALE WILL ISSUE BUILDING PERMITS ON THESE LOTS BUT FLOOD INSURANCE WILL BE REQUIRED UNTIL THE LOMR IS APPROVED BY FEMA AND IS EFFECTIVE AND THE FLOODPLAIN IS REMOVED.

REFERENCE DOCUMENTS

RESULTS OF SURVEY AS RECORDED IN BOOK 667 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA

RESULTS OF SURVEY AS RECORDED IN BOOK 1104 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA

RECORD OF SURVEY AS RECORDED IN BOOK 1478 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA

BENCHMARK

CITY OF AVONDALE SURVEY CONTROL MONUMENTS
NAME: BWAY 107
NAD83 ELEV= 973.93'
NAD83 NORTHING= 875901.57
NAD83 EASTING= 586356.48
NAD83 HORIZONTAL CONTROL DISK, STAMPED BWAY 107 2006
IN A CONCRETE POST LEVEL WITH GROUND APPROXIMATELY 8.7'
EAST OF AND 306.68' NORTH OF THE SE CORNER OF SECTION 19,
T1N, R1E, BEING THE CENTERLINE INTERSECTION OF BROADWAY
ROAD AND 107TH AVENUE

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, BEARING: SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST PER RECORD OF SURVEY RECORDED IN BOOK 1478 OF MAPS, PAGE 33, MCR

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS ____ DAY OF _____, 2024.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2022, THAT THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED.

REGISTERED LAND SURVEYOR _____ DATE _____



1130 N. Alma School Rd, Suite 120
Mesa, Arizona 85201
T: 480.503.2250 F: 480.503.2258
www.epsgruopinc.com



"ENTRADA - PHASE I"
AVONDALE, ARIZONA
FINAL PLAT

Project: _____
Revisions: _____



Drawn by: A.G.
Reviewed by: R.J.

Job No.
21-0147

Sheet No.
1
of 5

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTHEAST CORNER OF SAID SECTION 19, FROM WHICH A 4" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEARS SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST (BASIS BEARING) 2,599.52 FEET;

THENCE ALONG THE EAST LINE OF SAID SOUTH QUARTER, NORTH 0 DEGREES 37 MINUTES 32 SECONDS WEST, 1,308.58 FEET;

THENCE SOUTH 89 DEGREES 22 MINUTES 28 SECONDS WEST, 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 183.39 FEET;

THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS EAST, 105.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 320.00 FEET;

THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS EAST, 100.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 100.00 FEET;

THENCE SOUTH 44 DEGREES 47 MINUTES 42 SECONDS WEST, 7.07 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 230.00 FEET;

THENCE NORTH 45 DEGREES 12 MINUTES 18 SECONDS WEST, 7.07 FEET;

THENCE NORTH 45 DEGREES 12 MINUTES 18 SECONDS WEST, 7.07 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 100.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 381.74 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 111.53 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 08 SECONDS WEST, 1277.46 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 129.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 17 DEGREES 37 MINUTES 31 SECONDS EAST A DISTANCE OF 55.00 FEET;

THENCE NORTHEASTERLY 50.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52 DEGREES 21 MINUTES 21 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS;

THENCE NORTH 37 DEGREES 21 MINUTES 37 SECONDS WEST, 40.37 FEET;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 50.00 FEET;

THENCE NORTH 7 DEGREES 38 MINUTES 23 SECONDS EAST, 21.21 FEET;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 57.65 FEET;

THENCE SOUTH 37 DEGREES 21 MINUTES 37 SECONDS EAST, 115.00 FEET;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 450.00 FEET;

THENCE NORTH 37 DEGREES 21 MINUTES 37 SECONDS WEST, 115.00 FEET;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 18.42 FEET;

THENCE NORTH 83 DEGREES 54 MINUTES 35 SECONDS EAST, 25.64 FEET;

THENCE SOUTH 64 DEGREES 49 MINUTES 13 SECONDS EAST, 177.94 FEET;

THENCE SOUTH 32 DEGREES 25 MINUTES 55 SECONDS EAST, 25.33 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS EAST, 0.83 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 22 SECONDS WEST, 115.00 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS EAST, 186.46 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 42 SECONDS EAST, 105.00 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS EAST, 110.00 FEET;

THENCE NORTH 44 DEGREES 52 MINUTES 32 SECONDS EAST, 14.16 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 42 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 45 DEGREES 07 MINUTES 28 SECONDS EAST, 7.06 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 42 SECONDS EAST, 110.00 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 369.25 FEET;

THENCE NORTH 28 DEGREES 29 MINUTES 18 SECONDS WEST, 64.02 FEET;

THENCE NORTH 64 DEGREES 49 MINUTES 13 SECONDS WEST, 84.77 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 36 SECONDS EAST, 46.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 21 DEGREES 04 MINUTES 16 SECONDS EAST A DISTANCE OF 720.00 FEET;

THENCE SOUTHEASTERLY 350.93 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27 DEGREES 55 MINUTES 33 SECONDS;

THENCE NORTH 83 DEGREES 08 MINUTES 43 SECONDS EAST, 197.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY 122.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24 DEGREES 17 MINUTES 45 SECONDS;

THENCE SOUTH 72 DEGREES 33 MINUTES 31 SECONDS WEST, 172.21 FEET;

THENCE SOUTH 27 DEGREES 33 MINUTES 31 SECONDS EAST, 21.21 FEET;

THENCE SOUTH 72 DEGREES 33 MINUTES 31 SECONDS EAST, 58.00 FEET;

THENCE NORTH 62 DEGREES 26 MINUTES 29 SECONDS EAST, 21.21 FEET;

THENCE SOUTH 72 DEGREES 33 MINUTES 31 SECONDS EAST, 49.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 620.00 FEET;

THENCE SOUTHEASTERLY 200.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 30 MINUTES 09 SECONDS;

THENCE NORTH 88 DEGREES 56 MINUTES 20 SECONDS EAST, 273.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 884.50 FEET;

THENCE EASTERLY 12.64 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0 DEGREES 49 MINUTES 08 SECONDS;

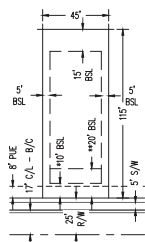
THENCE NORTH 89 DEGREES 45 MINUTES 28 SECONDS EAST, 267.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 915.50 FEET;

THENCE EASTERLY 13.09 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0 DEGREES 49 MINUTES 08 SECONDS;

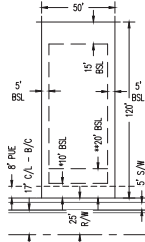
THENCE NORTH 88 DEGREES 56 MINUTES 20 SECONDS EAST, 68.23 FEET;

THENCE SOUTH 45 DEGREES 50 MINUTES 36 SECONDS EAST, 29.59 FEET;

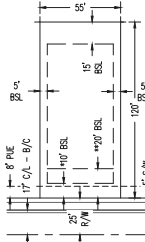
THENCE SOUTH 0 DEGREES 37 MINUTES 32 SECONDS EAST, 476.47 FEET TO THE POINT OF BEGINNING.



TYPICAL LOT SETBACK
45' X 115'



TYPICAL LOT SETBACK
50' X 120'



TYPICAL LOT SETBACK
55' X 120'

NOTE

- * FRONT SETBACK TO FRONT-FACING GARAGE.
- * FRONT SETBACK TO LIVABLE AND SIDE ENTRY GARAGE.

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
347	5,784	0.1328	
348	5,915	0.1358	
349	5,896	0.1354	
350	5,967	0.1347	
351	5,848	0.1342	
352	5,829	0.1338	
353	5,809	0.1334	
354	5,790	0.1329	
355	5,771	0.1325	
356	5,752	0.1320	
357	5,733	0.1316	
358	5,713	0.1312	
359	5,694	0.1307	
360	5,675	0.1303	
361	5,656	0.1298	
362	5,637	0.1294	
363	5,617	0.1290	
364	5,598	0.1285	
365	5,579	0.1281	
366	5,559	0.1277	
367	5,540	0.1273	
368	5,521	0.1269	
369	5,501	0.1265	
370	5,482	0.1261	
371	5,463	0.1257	
372	5,443	0.1253	
373	5,424	0.1249	
374	5,404	0.1245	
375	5,385	0.1241	

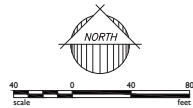
LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
389	6,124	0.1406	
400	6,101	0.1401	
401	6,077	0.1395	
402	6,053	0.1390	
403	6,029	0.1384	
404	6,005	0.1378	
405	6,000	0.1377	
406	6,000	0.1377	
407	6,000	0.1377	
408	5,831	0.1339	
409	5,848	0.1343	
410	6,000	0.1377	
411	6,000	0.1377	
412	6,000	0.1377	
413	6,000	0.1377	
414	6,000	0.1377	
415	6,522	0.1497	
416	6,536	0.1502	
417	6,586	0.1512	
418	6,380	0.1465	
419	6,000	0.1377	
420	5,985	0.1374	
421	6,000	0.1377	
422	6,000	0.1377	
423	6,000	0.1377	
424	6,000	0.1377	
425	5,988	0.1375	
426	5,988	0.1375	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
427	6,000	0.1377	
428	6,000	0.1377	
429	6,000	0.1377	
430	6,000	0.1377	
431	5,988	0.1375	
432	7,574	0.1739	
433	6,000	0.1377	
434	6,000	0.1377	
435	6,000	0.1377	
436	6,000	0.1377	
437	6,000	0.1377	
438	6,000	0.1377	
439	6,000	0.1377	
440	6,000	0.1377	
441	6,844	0.1571	
442	6,816	0.1565	
443	6,000	0.1377	
444	6,000	0.1377	
445	6,600	0.1515	
446	6,600	0.1515	
447	6,588	0.1512	
448	6,000	0.1377	
449	6,000	0.1377	
450	6,000	0.1377	
451	6,000	0.1377	
452	6,000	0.1377	
453	6,000	0.1377	
454	6,000	0.1377	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
455	6,000	0.1377	
456	6,000	0.1377	
457	5,987	0.1375	
458	5,987	0.1375	
459	6,000	0.1377	
460	6,000	0.1377	
461	6,000	0.1377	
462	6,000	0.1377	
463	6,000	0.1377	
464	6,000	0.1377	
465	6,000	0.1377	
466	6,000	0.1377	
467	6,000	0.1377	
468	6,432	0.1477	
469	6,861	0.1575	
470	6,816	0.1565	
471	6,000	0.1377	
472	6,000	0.1377	
473	6,000	0.1377	
474	6,000	0.1377	
475	6,000	0.1377	
476	6,000	0.1377	
477	6,000	0.1377	
478	6,000	0.1377	
479	6,000	0.1377	
480	6,000	0.1377	
481	6,000	0.1377	
482	6,000	0.1377	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
483	6,000	0.1377	
484	5,842	0.1341	
485	5,987	0.1375	
486	6,000	0.1377	
487	6,000	0.1377	
488	6,000	0.1377	
489	6,000	0.1377	
490	6,000	0.1377	
491	6,000	0.1377	
492	5,987	0.1375	
493	5,988	0.1375	
494	6,000	0.1377	
495	6,000	0.1377	
496	6,000	0.1377	
497	6,000	0.1377	
498	6,000	0.1377	
499	6,000	0.1377	
500	5,988	0.1375	
501	5,988	0.1375	
502	6,000	0.1377	
503	6,000	0.1377	
504	6,000	0.1377	
505	6,000	0.1377	
506	5,988	0.1375	

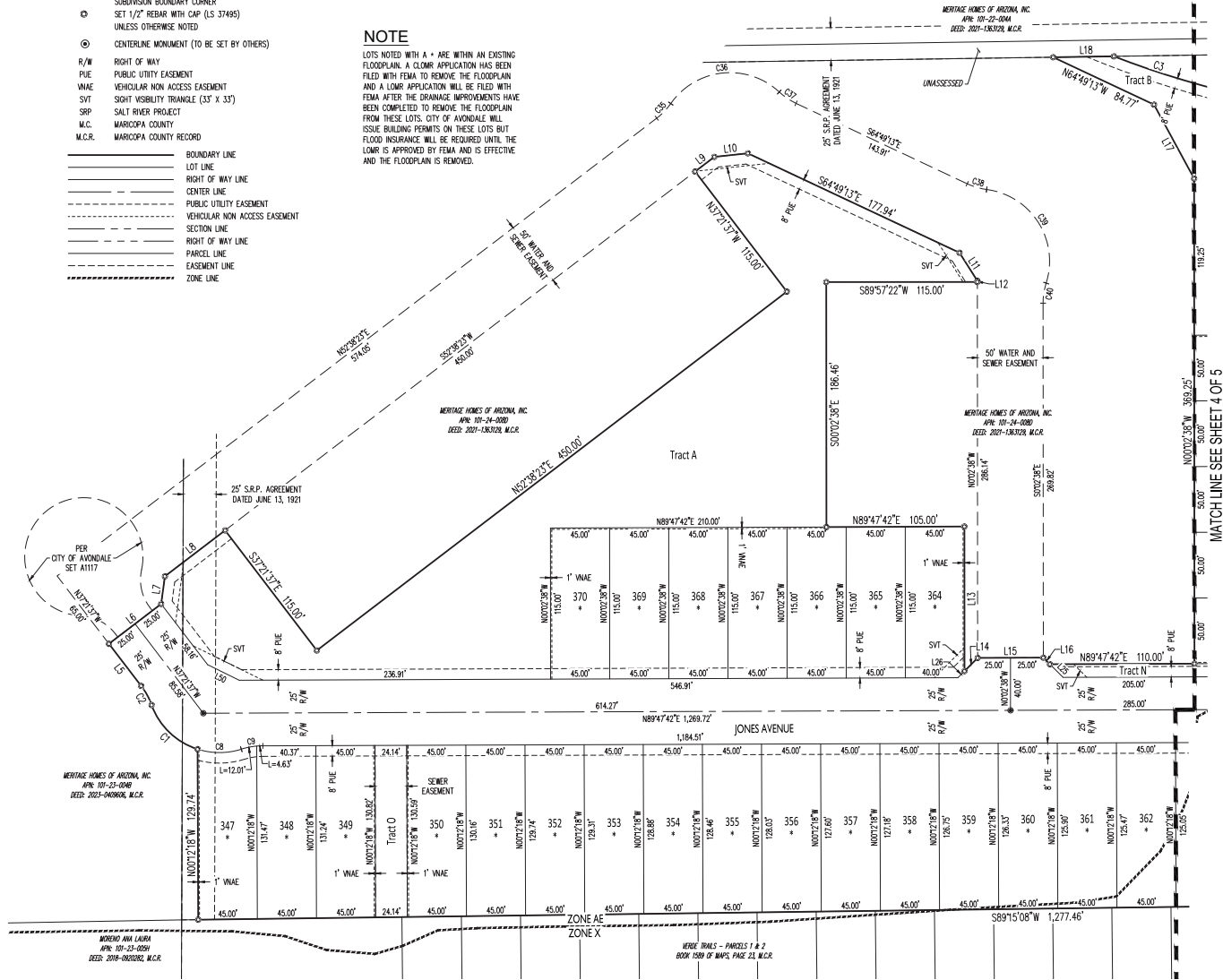
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	50.26	55.00'	52°21'21"	48.53'	N46°11'48"W
C2	16.65	55.00'	17°20'29"	16.58'	N28°14'22"W
C3	350.93	720.00'	27°52'35"	347.46'	S82°53'30"E
C4	122.97	290.00'	24°17'45"	122.05'	S84°42'34"E
C5	200.22	620.00'	18°30'09"	199.35'	S81°48'36"E
C6	12.64	884.50'	0°49'08"	12.64'	N89°20'54"E
C7	13.09	915.50'	0°49'08"	13.09'	N89°20'54"E
C8	33.76	55.00'	35°10'16"	33.23'	S89°57'38"E
C9	16.65	55.00'	17°20'29"	16.58'	S81°07'28"W
C10	16.65	55.00'	17°20'29"	16.58'	N81°32'03"W
C11	119.69	55.00'	12°40'58"	97.43'	N44°47'42"E
C12	16.65	55.00'	17°20'29"	16.58'	S08°52'32"E
C13	16.65	55.00'	17°20'29"	16.58'	S08°22'54"W
C14	119.69	55.00'	12°40'58"	97.43'	N45°12'18"W
C15	16.65	55.00'	17°20'29"	16.58'	N81°07'28"E
C16	10.34	550.00'	1°04'39"	10.34'	S89°39'58"E
C17	161.69	525.00'	17°38'46"	161.05'	S81°22'54"E
C18	78.82	550.00'	81°2'39"	78.75'	S76°39'51"E
C19	153.99	500.00'	17°38'46"	153.38'	S81°22'54"E
C20	50.41	525.00'	5°30'07"	50.39'	S87°27'14"E
C21	111.28	525.00'	12°08'40"	111.07'	S78°37'18"E
C22	117.03	380.00'	17°38'46"	116.57'	S81°22'54"E
C23	208.35	670.00'	17°38'46"	205.53'	N81°22'54"W
C24	61.44	490.00'	75°51'7"	61.39'	N76°30'07"W
C25	60.44	500.00'	65°52'60"	60.40'	N76°10'18"W
C26	13.25	500.00'	1°31'04"	13.25'	N89°26'56"E
C27	169.39	500.00'	17°38'46"	168.72'	N81°22'54"W
C28	161.69	525.00'	17°38'46"	161.05'	N81°22'54"W
C29	108.37	525.00'	11°49'36"	108.18'	N78°28'30"W
C30	53.32	525.00'	5°49'30"	53.30'	N81°77'43"W
C31	78.54	50.00'	90°00'00"	70.71'	S45°21'18"E
C32	15.49	50.00'	17°45'07"	15.43'	S81°19'45"E
C33	15.94	50.00'	18°51'51"	15.87'	N90°03'39"W
C34	120.81	55.00'	125°21'21"	97.95'	S44°37'12"W



- LEGEND**
- SECTION CORNER (AS NOTED)
 - SUBDIVISION BOUNDARY CORNER
 - SET 1/2" REBAR WITH CAP (LS 37495) UNLESS OTHERWISE NOTED
 - ⊙ CENTERLINE MONUMENT (TO BE SET BY OTHERS)
 - R/W RIGHT OF WAY
 - PUE PUBLIC UTILITY EASEMENT
 - VNAE VEHICULAR NON ACCESS EASEMENT
 - SVT SIGHT VISIBILITY TRIANGLE (33' X 33')
 - SRP SALT RIVER PROJECT
 - M.C. MARICOPA COUNTY
 - M.C.R. MARICOPA COUNTY RECORD
- BOUNDARY LINE
 - LOT LINE
 - RIGHT OF WAY LINE
 - CENTER LINE
 - - - PUBLIC UTILITY EASEMENT
 - - - VEHICULAR NON ACCESS EASEMENT
 - - - SECTION LINE
 - - - RIGHT OF WAY LINE
 - - - PARCEL LINE
 - - - EASEMENT LINE
 - - - ZONE LINE

NOTE

LOTS NOTED WITH A + ARE WITHIN AN EXISTING FLOODPLAIN. A CLOMR APPLICATION HAS BEEN FILED WITH FEMA TO REMOVE THE FLOODPLAIN AND A LOAR APPLICATION WILL BE FILED WITH FEMA AFTER THE DRAINAGE IMPROVEMENTS HAVE BEEN COMPLETED TO REMOVE THE FLOODPLAIN FROM THESE LOTS. CITY OF AVONDALE WILL ISSUE BUILDING PERMITS ON THESE LOTS BUT FLOOD INSURANCE WILL BE REQUIRED UNTIL THE LOAR IS APPROVED BY FEMA AND IS EFFECTIVE AND THE FLOODPLAIN IS REMOVED.





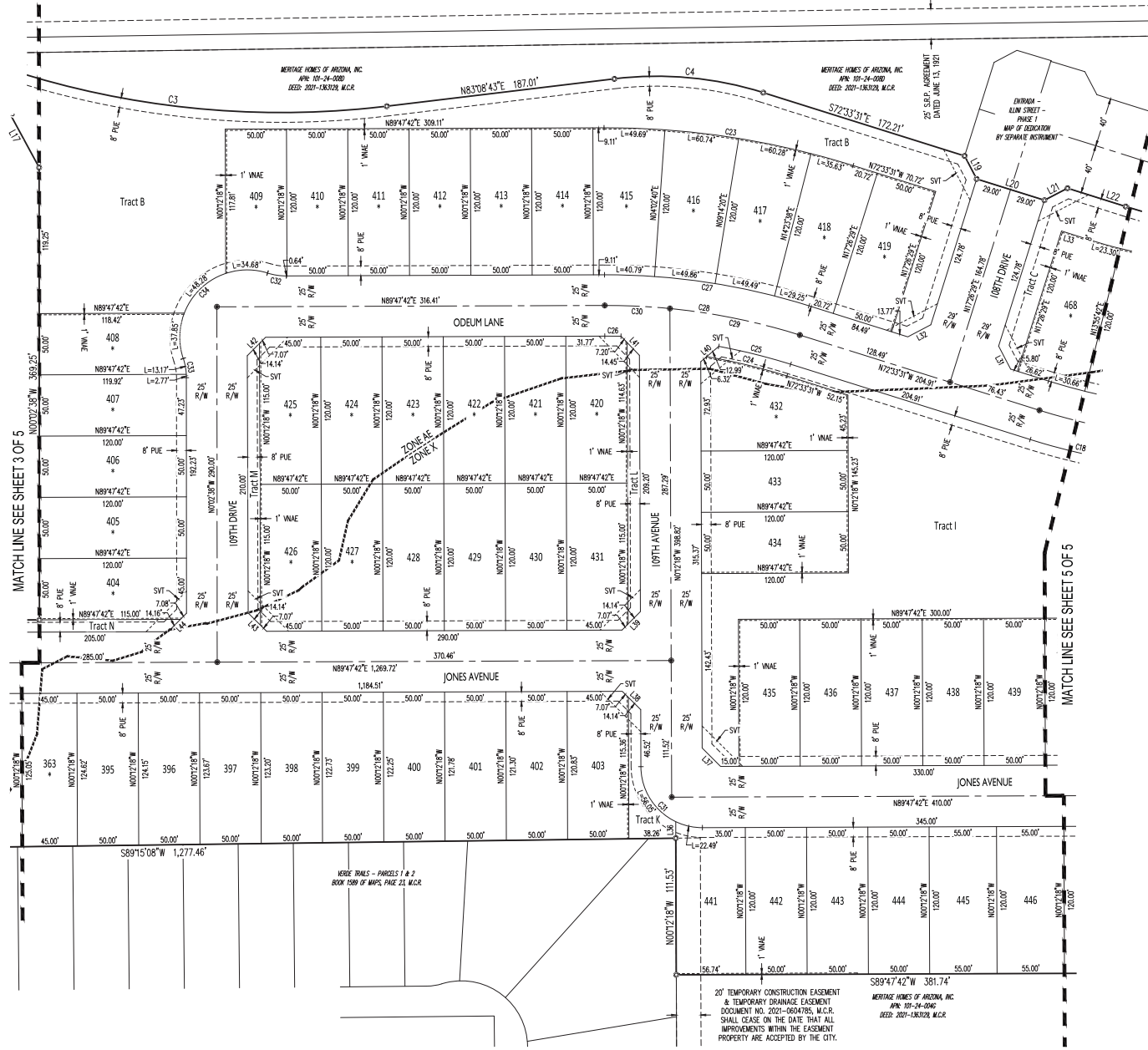
LEGEND

- SECTION CORNER (AS NOTED)
- SUBDIVISION BOUNDARY CORNER
- SET 1/2" REBAR WITH CAP (LS 37495) UNLESS OTHERWISE NOTED
- ⊙ CENTERLINE MONUMENT (TO BE SET BY OTHERS)
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- BOUNDARY LINE
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NOTE

LOTS NOTED WITH A + ARE WITHIN AN EXISTING FLOODPLAIN. A COLOR APPLICATION HAS BEEN FILED WITH FEMA TO REMOVE THE FLOODPLAIN AND A LUMP APPLICATION WILL BE FILED WITH FEMA AFTER THE DRAINAGE IMPROVEMENTS HAVE BEEN COMPLETED TO REMOVE THE FLOODPLAIN FROM THESE LOTS. CITY OF AVONDALE WILL ISSUE BUILDING PERMITS ON THESE LOTS BUT FLOOD INSURANCE WILL BE REQUIRED UNTIL THE LUMP IS APPROVED BY FEMA AND IS EFFECTIVE AND THE FLOODPLAIN IS REMOVED.

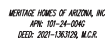


agross

■	SECTION CORNER (AS NOTED)
	SUBDIVISION BOUNDARY CORNER
⊗	SET 1/2" REBAR WITH CAP (LS 37495) UNLESS OTHERWISE NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY OTHERS)
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE (33' X 33')
SRP	SALT RIVER PROJECT
M.C.	MARICOPA COUNTY
M.C.R.	MARICOPA COUNTY RECORD

_____ BOUNDARY LINE
 _____ LOT LINE
 _____ RIGHT OF WAY LINE
 _____ CENTER LINE
 _____ PUBLIC UTILITY EASEMENT
 _____ VEHICULAR NON ACCESS EASEMENT
 _____ SECTION LINE
 _____ RIGHT OF WAY LINE
 _____ PARCEL LINE
 _____ EASEMENT LINE
 _____ ZONE LINE

LOTS NOTED WITH A * ARE WITHIN AN EXISTING FLOODPLAIN. A CLOMR APPLICATION HAS BEEN FILED WITH FEMA TO REMOVE THE FLOODPLAIN AND A LOMR APPLICATION WILL BE FILED WITH FEMA AFTER THE DRAINAGE IMPROVEMENTS HAVE BEEN COMPLETED TO REMOVE THE FLOODPLAIN FROM THESE LOTS. CITY OF AVONDALE WILL ISSUE BUILDING PERMITS ON THESE LOTS BUT FLOOD INSURANCE WILL BE REQUIRED UNTIL THE LOMR IS APPROVED BY FEMA AND IS EFFECTIVE AND THE FLOODPLAIN IS REMOVED.



SOUTH QUARTER CORNER
SECTION 19, T1N, R1E,
FOUND 4" M.C. ENGINEERING
BRASS CAP FLUSH

(BASIS OF BEARING)
S89°26'07"W 2 509.5'

POINT OF COMMENCEMENT
SOUTHEAST CORNER, SECTION 19 T1N, R1E,
FOUND 4" M.C. ENGINEERING BRASS CAP FLUSH

5
of 5

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



ITEM NUMBER: 4.j.

SUBJECT: Final Plat - Villas at Ascend Re-Plat of Lot 5 - Application PL-22-0361

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Andie Hemmah, on behalf of property owner Nico Howard, Crescent Acquisitions LLC, for approval of the Re-Plat for Villas at Ascend Lot 5, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Re-Plat intends to subdivide the approximately 12.5 acre site into 125 residential townhome lots with private streets, a community pool, and common areas to service the development. The Council will take appropriate action.

BACKGROUND:

The approximate 12.5 acre subject property is located near the southwest corner of Indian School Road and Santa Fe Trail identified with Assessors' Parcel No. 501-72-956 (Exhibits A and B). The square-shaped property is currently vacant. The proposed Re-Plat will establish new tracts and residential townhome lots on Lot 5. Primary access to the subdivision is proposed via one (1) location on Indian School Road and secondary emergency access only is proposed at the northwest corner of Indian School Road.

City Council adopted Ordinance No. 2021-0322 (PL-21-0267) for Ascend at Avondale, rezoning approximately 40 acres from the Palm Valley Planned Area Development (PAD) to Ascend Planned Area Development (PAD) for R-4, R-3, and C-2 zoning uses. The townhome component is part of a larger development which includes an apartment complex that is under construction, Prose at Ascend, and planned commercial pads along Indian School and Dysart roads.

The General Plan 2030 Land Use map designates this property as Mixed Use (Exhibit C). This category encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by.

The existing uses and zoning of surrounding properties include:

NORTH: Indian School Road, boundary of Avondale City limits

EAST: Palm Desert Plaza, Local Commercial zoned C-2

SOUTH: Sage Creek Subdivision zoned Palm Valley PAD

WEST: Vacant land currently being developed as multi-family residential zoned Ascend at Avondale PAD

SUMMARY OF REQUEST:

The City is requesting approval for the Re-Plat of Villas at Ascend Lot 5, which subdivides the land into tracts and 125 residential townhome lots, attached residential homes. The new development will be located just west of local commercial development and adjacent to multi-family residential subdivisions.

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

ANALYSIS:

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

The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

DISCUSSION:

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

BUDGET IMPACT:

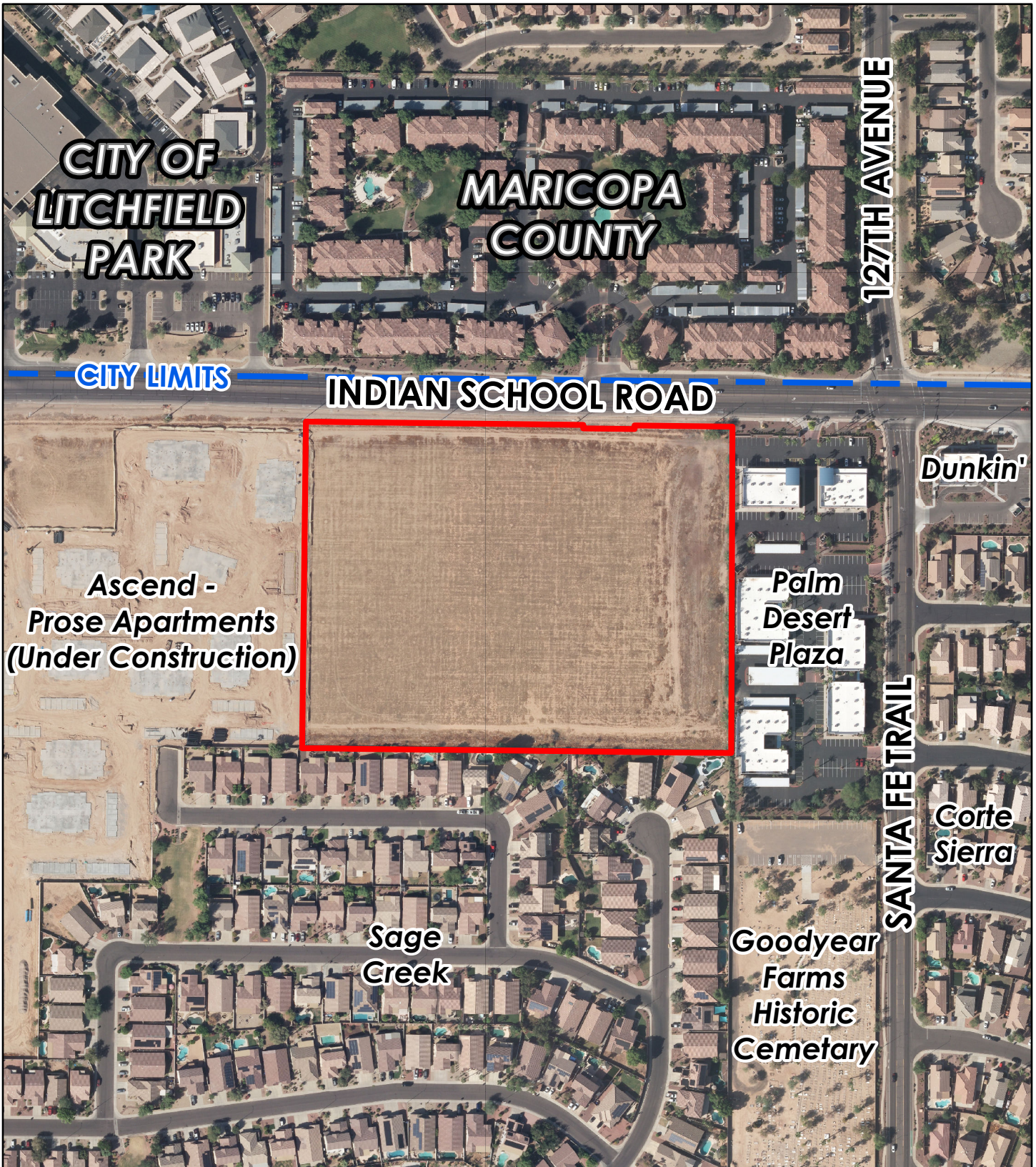
No budget impacts.

RECOMMENDATION:

Staff recommends City Council **APPROVE** Application PL-22-0361, a Re-Plat for Villas at Ascend Lot 5, subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat for Villas at Ascend Lot 5 submitted electronically on March 22, 2024, and provided in Exhibit D.

Contact person for document distribution: Sylvia Willem

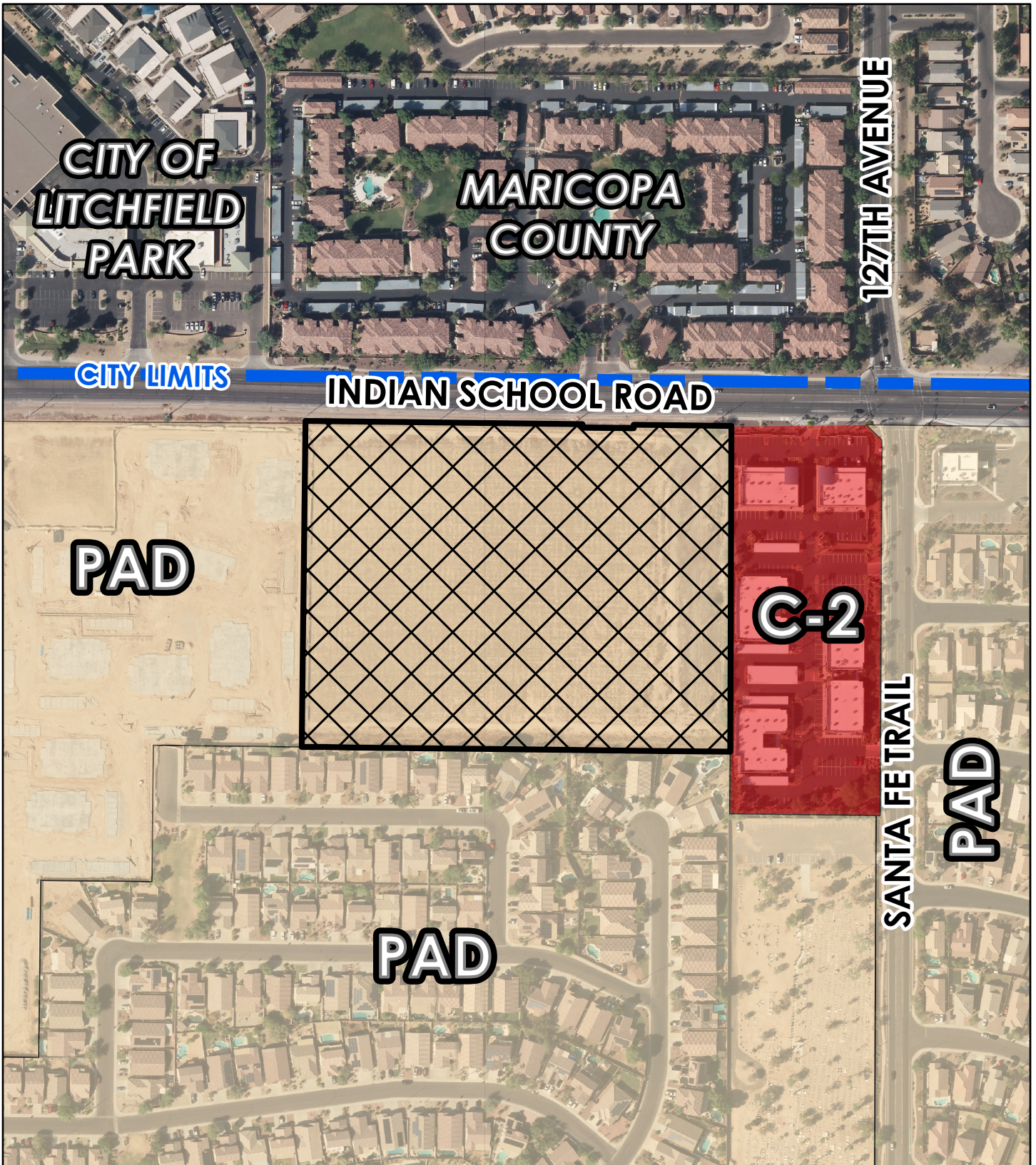


Aerial Map



 Subject Property



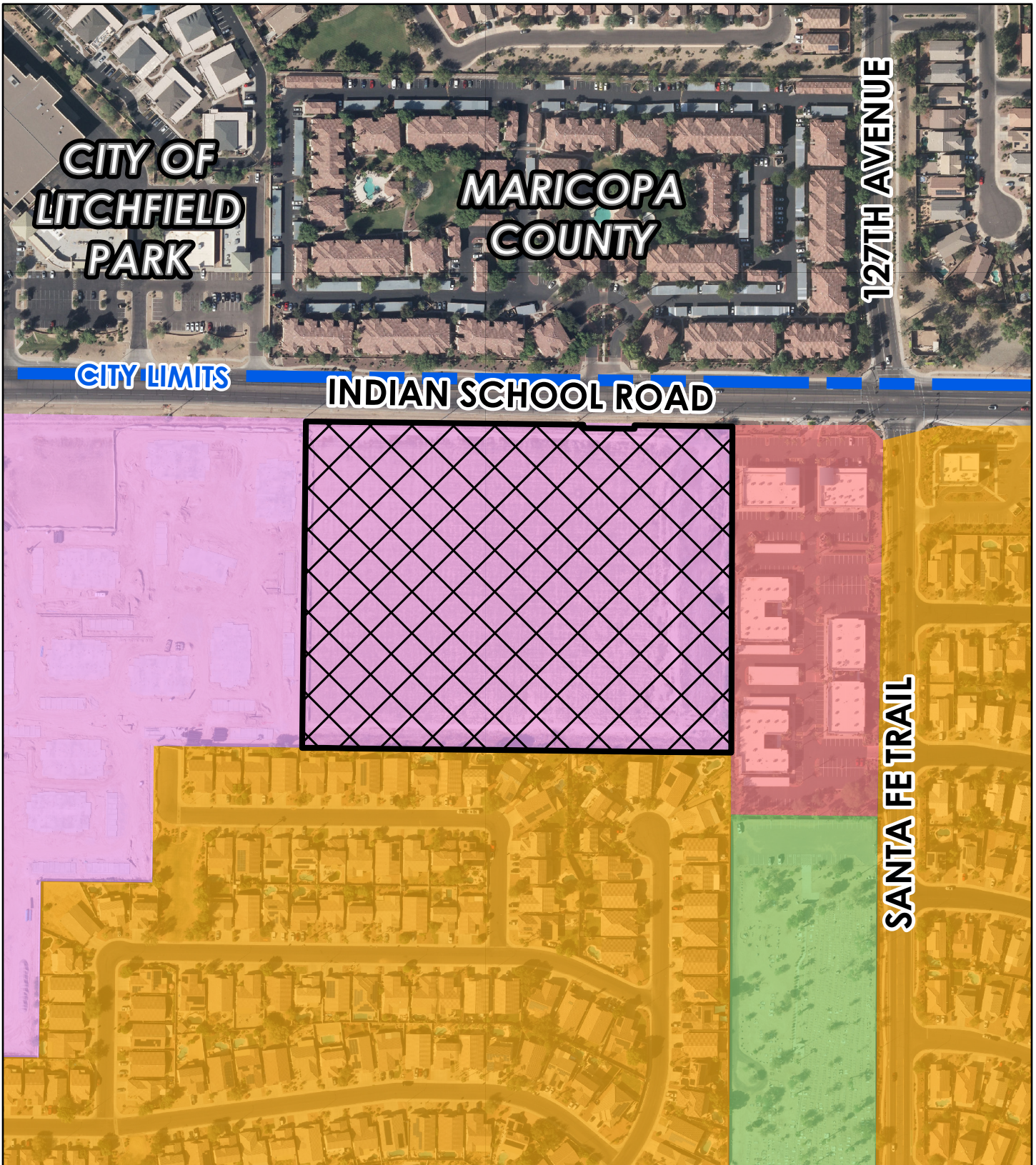


Zoning Vicinity



Subject Property





General Plan Land Use



-  Medium Density Residential
-  Local Commercial
-  Mixed Use
-  Open Space and Parks



Subject Property



FINAL PLAT FOR VILLAS AT ASCEND
A RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT RECORDED IN BK 1707, PG 17, MARICOPA COUNTY RECORDS
A PORTION OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

Exhibit D - Final Plat for Villas at Ascend Replat
Electronically submitted March 22, 2024

DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT CRESCENT ASCEND OWNER, LLC, AS OWNER, HAS SUBDIVIDED UNDER THE NAME FINAL PLAT FOR VILLAS AT ASCEND A RE-PLAT OF LOT 5 OF ASCEND AVONDALE AS ORIGINALLY RECORDED IN BK 1707, PG 17, MARICOPA COUNTY RECORDS, A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID FINAL PLAT FOR VILLAS AT ASCEND A RE-PLAT OF LOT 5 OF ASCEND AVONDALE AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN TO EACH RESPECTIVELY ON THIS PLAT.

WATER AND SEWER EASEMENTS ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER.

TRACT A IS HEREBY DESIGNATED AS PRIVATE STREETS WITH AN EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN ACCESS AND EMERGENCY TYPE VEHICLES, DRAINAGE PURPOSES AND UTILITIES.

IN WITNESS WHEREOF, CRESCENT ASCEND OWNER, LLC, AS OWNER, HAS HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____ 2024.

CRESCENT ASCEND OWNER, LLC,

BY: _____
ITS: _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

LAND AREA TABLE:

EXISTING ZONING	PAD
TOTAL GROSS AREA	12.49 AC
TOTAL NET AREA	0 AC
MINIMUM LOT AREA	1,452 SF
MAXIMUM LOT AREA	1,848 SF
TOTAL NUMBER OF LOTS	(57) 22'x66'
	(68) 28'x66'
	125 TOTAL LOTS
GROSS DENSITY	10.0 DU/AC
TRACT A PRIVATE DRIVES	3.49 AC
OPEN SPACE AREA	4.21 AC (33.70%)

AREA CALCULATIONS:

TRACTS	175,936 SQ.FT.	4.04 AC
LOTS = 125	215,836 SQ.FT.	4.96 AC
PRIVATE DRIVE-TRACT A	152,171 SQ.FT.	3.49 AC
TOTAL	543,943 SQ.FT.	12.49 AC

SHEET INDEX:

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, WATER DETAIL & SETBACKS	2
PLAT SHEETS	3-6
WATER EASEMENT DETAILS	7-9

LEGAL DESCRIPTION:

LOT 5 OF ASCEND AVONDALE
FINAL PLAT RECORDED IN BK 1707, PG 17, MARICOPA COUNTY RECORDS

LEGEND

_____	SUBDIVISION BOUNDARY
_____	TRACT "A"
_____	CENTERLINE
_____	PUBLIC UTILITY EASEMENT PER ASCEND AVONDALE BK 1707, PG 17, MCR
_____	SECTION LINE
_____	RIGHT OF WAY PER FINAL PLAT OF ASCEND AVONDALE BK 1707, PG 17, MCR
_____	TEMPORARY DRAINAGE EASEMENT PER FINAL PLAT OF ASCEND AVONDALE BK 1707, PG 17, MCR
△	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY CITY OF AVONDALE STANDARDS)
VNAE	VEHICULAR NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
D	DELTA
CS	CURVE TABLE NUMBER
LI	LINE TABLE NUMBER
FP	FINAL PLAT
ESMT	EASEMENT
_____	TEMPORARY DRAINAGE EASEMENT RECORDED PER FINAL PLAT OF ASCEND AVONDALE PER BK 1707, PG 17, MCR

UTILITY PROVIDERS

SEWER	AVONDALE
WATER	AVONDALE
FIRE	AVONDALE
ELECTRIC	SRP
NATURAL GAS	SW GAS
TELEPHONE	COX COMMUNICATIONS

OWNER/DEVELOPER:

CRESCENT ASCEND OWNER, LLC,
601 SOUTH TRYON STREET, SUITE 800
CHARLOTTE, NC 28202
CONTACT: JAY YOUNG
PHONE: 938-232-3253

ENGINEER/SURVEYOR:

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
CONTACT: FRANCIS A. HEMMAH P.E.
CONTACT: JAMES G. SPRING P.L.S.
PHONE: 480-218-8831

NOTES:

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE VILLAS AT ASCEND OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.
 - CONSTRUCTION WITHIN ALL UTILITY AND PUBLIC SERVICE EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
 - ALL EXISTING OVERHEAD ELECTRIC LINES LESS THAN SIXTY-NINE (69) KVA CAPACITY AND ALL COMMUNICATION AND CABLE LINES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH THE CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
 - NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
 - NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
 - NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
 - SUBJECT PROPERTY LIES IN ZONE "X" (0.2% ANNUAL CHANCE FLOOD HAZARD) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04013C2155M, COMMUNITY - MARICOPA COUNTY, NUMBER 040037, PANEL 2155 SUFFIX M, EFFECTIVE DATE SEPTEMBER 18, 2020.
 - INTERIOR LOT CORNERS WILL BE PERMANENTLY SET AND A CAP OR TAG AFFIXED WITH LAND SURVEYORS REGISTRATION NUMBER.
 - IF THE REGISTRANT FOR THIS FINAL PLAT IS NOT CONTRACTED TO SET THE INTERIOR PROPERTY CORNERS A RECORD OF SURVEY MUST BE FILED WITH THE MARICOPA COUNTY RECORDERS OFFICE BY THE REGISTRANT THAT SETS THE INTERIOR PROPERTY CORNERS.
 - ONSITE WATER AND SEWER SHALL BE MAINTAINED BY THE OWNER.
 - A FIRE SPRINKLER SYSTEM WILL BE INSTALLED WITHIN EACH STRUCTURE.
- 100 YEAR ASSURED WATER SUPPLY:**
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

BENCHMARK:

BENCHMARK IS THE CITY OF AVONDALE BENCHMARK "INDIAN DYARSIT"
ELEV=1023.92' (NAV088)

BASIS OF BEARING:

BASIS OF BEARING IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, T.2N., R.1W. BEING S89°19'59"E WITH A DISTANCE OF 2823.80 FEET.

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____ 2024.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2024, THAT THE PLAT IS CORRECT AND ACCURATE, AND THAT THE BOUNDARY CORNERS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND ARE HEREBY PERMANENTLY SET.

James G Spring 03-21-2024
PROFESSIONAL LAND SURVEYOR DATE



CASE # PL-22-0061



CRESCENT ASCEND OWNER, LLC
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT

07-22-2022
03-21-2024
SHEET NUMBER
1 OF 9
PROJECT NUMBER
22001767



The diagram shows a rectangular area divided into two horizontal tracts, each labeled 'TRACT A' and '3.5' (representing 3.5 acres). A 'PRIVATE DRIVE' runs along the bottom boundary of the lower tract. A 'PROPERTY LINE' is indicated by a horizontal line to the right of the tracts. The tracts are separated by a horizontal line, and the entire area is bounded by a vertical line on the left and a horizontal line on the right.

DETAIL NOTE*
SEE SHEETS 7-9 FOR SINGLE WATER
METER EASEMENT DETAIL

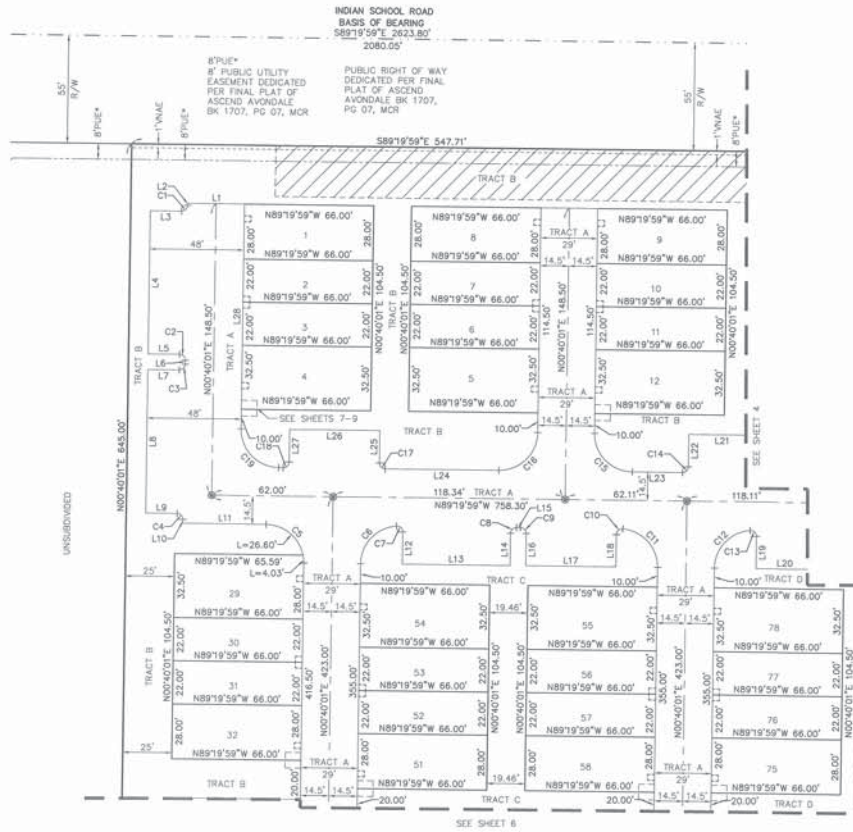


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°40'01"W	7.00'
L2	S89°19'59"E	101.00'
L3	N00°40'01"E	7.00'

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT A	152,171	3.49	PRIVATE INGRESS-EGRESS, PRIVATE PARKING, DRAINAGE, PRIVATE UTILITIES
TRACT B	93,053	2.14	COMMON AREA, OPEN SPACE, LANDSCAPE, DRAINAGE
TRACT C	16,572	0.38	COMMON AREA, OPEN SPACE, LANDSCAPE, DRAINAGE
TRACT D	16,539	0.38	COMMON AREA, OPEN SPACE, LANDSCAPE, DRAINAGE
TRACT E	35,205	0.81	COMMON AREA, OPEN SPACE, LANDSCAPE, DRAINAGE
TRACT F	14,567	0.33	COMMON AREA, OPEN SPACE, LANDSCAPE, DRAINAGE
TOTAL	328,107	7.53	



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LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
1	1848	0.04	31	1452	0.03
2	1452	0.03	32	1848	0.04
3	1452	0.03	51	1848	0.04
4	2145	0.05	52	1452	0.03
5	2145	0.05	53	1452	0.03
6	1452	0.03	54	2145	0.05
7	1452	0.03	55	2145	0.05
8	1848	0.04	56	1452	0.03
9	1848	0.04	57	1452	0.03
10	1452	0.03	58	1848	0.04
11	1452	0.03	75	1848	0.04
12	2145	0.05	76	1452	0.03
29	2144	0.05	77	1452	0.03
30	1452	0.03	78	2145	0.05

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N89°19'59"W	29.00'	L15	N89°19'59"W	2.00'
L2	N00°40'01"E	1.00'	L16	N00°40'01"E	16.50'
L3	N89°19'59"W	16.00'	L17	N89°19'59"W	46.00'
L4	N00°40'01"E	73.00'	L18	N00°40'01"E	16.45'
L5	N89°19'59"W	16.00'	L19	N00°40'01"E	16.45'
L6	N00°40'01"E	2.00'	L20	N89°19'59"W	55.00'
L7	N89°19'59"W	16.00'	L21	N89°19'59"W	55.00'
L8	N00°40'01"E	73.00'	L22	N00°40'01"E	16.50'
L9	N89°19'59"W	16.00'	L23	N89°19'59"W	25.61'
L10	S00°40'01"W	2.00'	L24	N89°19'59"W	58.00'
L11	N89°19'59"W	42.50'	L25	N00°40'01"E	16.50'
L12	N00°40'01"E	16.45'	L26	N89°19'59"W	46.00'
L13	N89°19'59"W	55.00'	L27	N00°40'01"E	16.50'
L14	N00°40'01"E	16.50'	L28	N00°40'01"E	114.50'

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	4.71'	3.00'	090°00'00"	C11	29.13'	19.50'	085°34'58"
C2	4.71'	3.00'	090°00'00"	C12	29.07'	19.50'	085°24'20"
C3	4.71'	3.00'	090°00'00"	C13	4.95'	3.00'	094°35'40"
C4	4.71'	3.00'	090°00'00"	C14	4.71'	3.00'	090°00'00"
C5	30.63'	19.50'	090°00'00"	C15	30.63'	19.50'	090°00'00"
C6	29.13'	19.50'	085°34'58"	C16	30.63'	19.50'	090°00'00"
C7	4.94'	3.00'	094°25'02"	C17	4.71'	3.00'	090°00'00"
C8	4.71'	3.00'	090°00'00"	C18	4.71'	3.00'	090°00'00"
C9	4.71'	3.00'	090°00'00"	C19	30.63'	19.50'	090°00'00"
C10	4.94'	3.00'	094°25'02"				

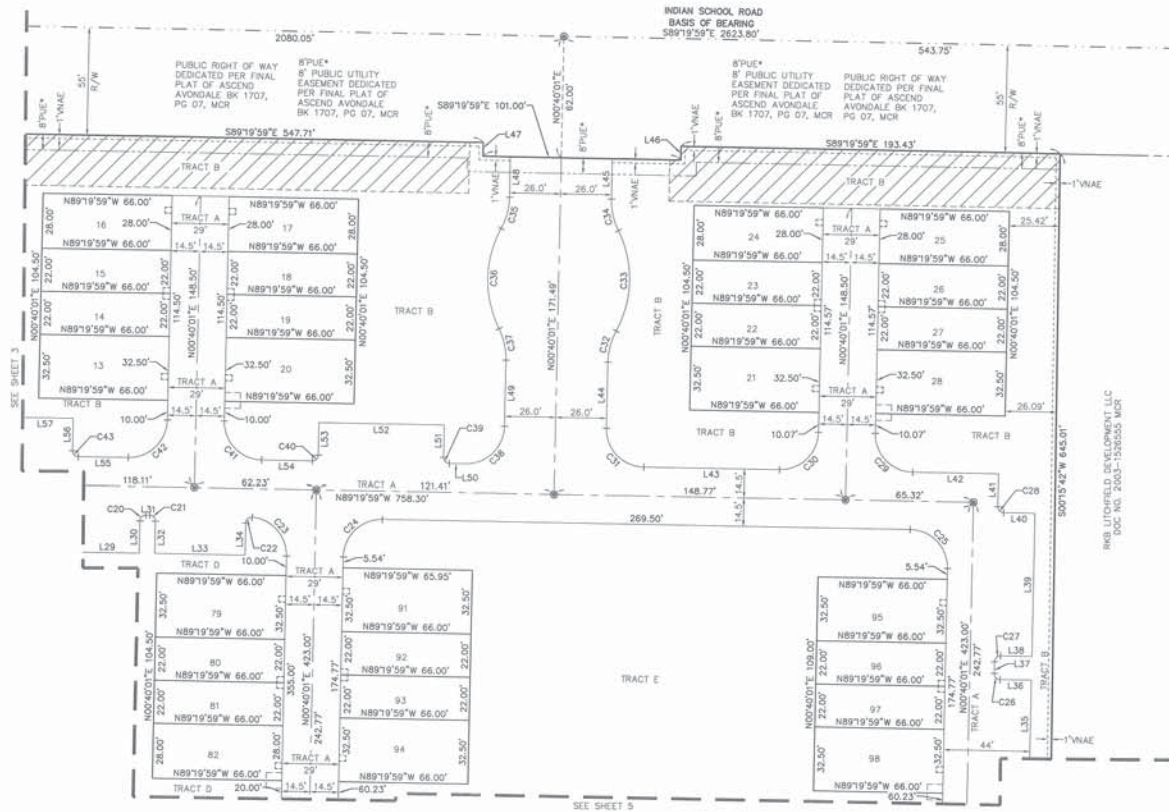


CRESCENT ASCEND OWNER, LLC
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT



07-22-2022
03-21-2024
SHEET NUMBER
3 OF 9
PROJECT NUMBER
22001767

CASE # PL-22-0361



LOT TABLE				LOT TABLE			
LOT	AREA SQ FT	AREA ACRES		LOT	AREA SQ FT	AREA ACRES	
13	2145	0.05	27	1452	0.03		
14	1452	0.03	28	2145	0.05		
15	1452	0.03	29	2145	0.05		
16	1848	0.04	30	1452	0.03		
17	1848	0.04	31	1452	0.03		
18	1452	0.03	32	1848	0.04		
19	1452	0.03	33	2144	0.05		
20	2145	0.05	34	1451	0.03		
21	2145	0.05	35	1452	0.03		
22	1452	0.03	36	2145	0.05		
23	1452	0.03	37	2145	0.05		
24	1848	0.04	38	1452	0.03		
25	1848	0.04	39	1452	0.03		
26	1452	0.03	40	2145	0.05		

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L29	N89°19'59"W	55.00'	L44	N00°40'01"E	33.67'
L30	N00°40'01"E	16.50'	L45	N00°40'01"E	20.58'
L31	N89°19'59"W	2.00'	L46	N00°40'01"E	7.00'
L32	N00°40'01"E	16.50'	L47	S00°40'01"W	7.00'
L33	N89°19'59"W	46.00'	L48	N00°40'01"E	20.58'
L34	N00°40'01"E	16.45'	L49	N00°40'01"E	33.67'
L35	N00°40'01"E	73.00'	L50	N89°19'59"W	8.33'
L36	N89°19'59"W	16.00'	L51	N00°40'01"E	16.50'
L37	N00°40'01"E	6.00'	L52	N89°19'59"W	64.00'
L38	N89°19'59"W	16.00'	L53	N00°40'01"E	16.50'
L39	N00°40'01"E	73.00'	L54	N89°19'59"W	25.81'
L40	N89°19'59"W	16.00'	L55	N89°19'59"W	25.81'
L41	N00°40'01"E	16.50'	L56	N00°40'01"E	16.50'
L42	N89°19'59"W	43.82'	L57	N89°19'59"W	55.00'
L43	N89°19'59"W	69.27'			

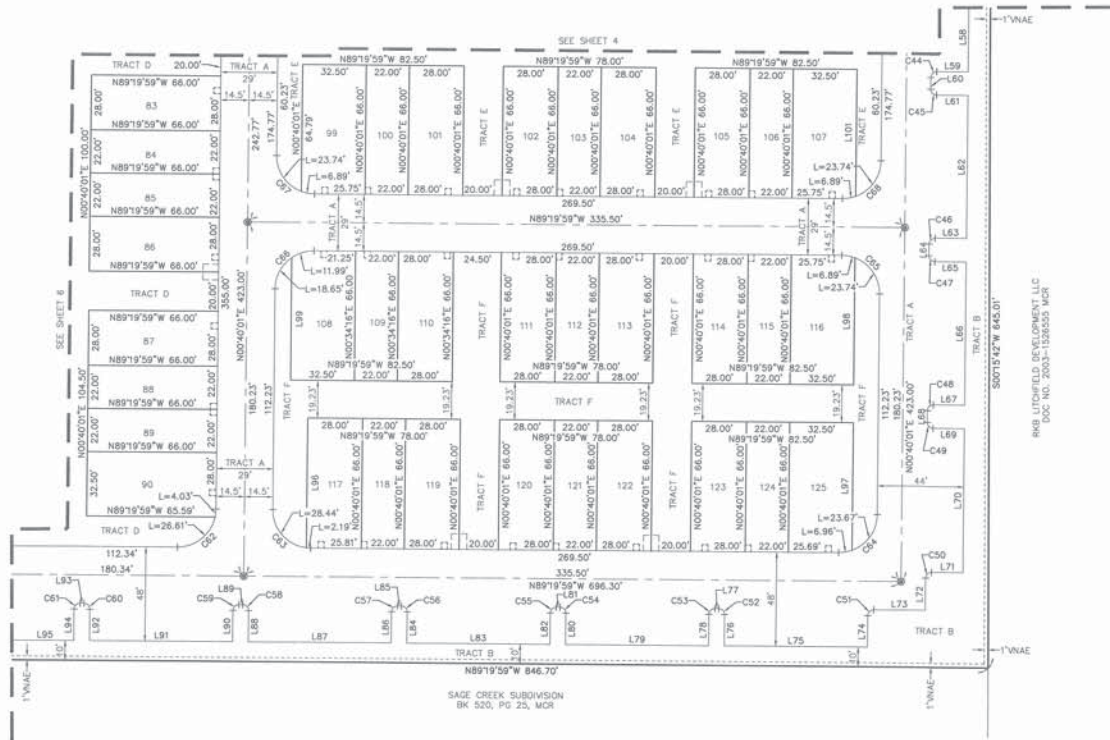
CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C20	4.71'	3.00'	090°00'00"	C32	16.59'	34.48'	027°33'38"
C21	4.71'	3.00'	090°00'00"	C33	53.37'	55.50'	055°05'36"
C22	4.96'	3.00'	094°38'21"	C34	16.59'	34.49'	027°33'20"
C23	29.05'	19.50'	085°21'38"	C35	16.59'	34.51'	027°32'26"
C24	30.63'	19.50'	090°00'00"	C36	53.37'	55.50'	055°05'46"
C25	30.63'	19.50'	090°00'00"	C37	16.59'	34.50'	027°32'41"
C26	4.71'	3.00'	090°00'00"	C38	30.63'	19.50'	090°00'00"
C27	4.71'	3.00'	090°00'00"	C39	4.71'	3.00'	090°00'00"
C28	4.71'	3.00'	090°00'00"	C40	4.71'	3.00'	090°00'00"
C29	30.63'	19.50'	090°00'00"	C41	30.63'	19.50'	090°00'00"
C30	30.63'	19.50'	090°00'00"	C42	30.63'	19.50'	090°00'00"
C31	30.63'	19.50'	090°00'00"	C43	4.71'	3.00'	090°00'00"



CRESCENT ASCEND OWNER, LLC
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT



07-22-2022
03-21-2024
SHEET NUMBER
4 OF 9
PROJECT NUMBER
22001767



RMB LITTONFIELD DEVELOPMENT LLC
DOC NO. 2003-132625 MCR

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C44	4.71'	3.00'	090°00'00"	C57	4.71'	3.00'	090°00'00"
C45	4.71'	3.00'	090°00'00"	C58	4.71'	3.00'	090°00'00"
C46	4.71'	3.00'	090°00'00"	C59	4.71'	3.00'	090°00'00"
C47	4.71'	3.00'	090°00'00"	C60	4.71'	3.00'	090°00'00"
C48	4.71'	3.00'	090°00'00"	C61	4.71'	3.00'	090°00'00"
C49	4.71'	3.00'	090°00'00"	C62	30.63'	19.50'	090°00'00"
C50	4.71'	3.00'	090°00'00"	C63	30.63'	19.50'	090°00'00"
C51	4.71'	3.00'	090°00'00"	C64	30.63'	19.50'	090°00'00"
C52	4.71'	3.00'	090°00'00"	C65	30.63'	19.50'	090°00'00"
C53	4.71'	3.00'	090°00'00"	C66	30.63'	19.50'	090°00'00"
C54	4.71'	3.00'	090°00'00"	C67	30.63'	19.50'	090°00'00"
C55	4.71'	3.00'	090°00'00"	C68	30.63'	19.50'	090°00'00"
C56	4.71'	3.00'	090°00'00"				

LOT TABLE				LOT TABLE			
LOT	AREA SQ FT	AREA ACRES		LOT	AREA SQ FT	AREA ACRES	
83	1848	0.04	109	1452	0.03		
84	1452	0.03	110	1848	0.04		
85	1452	0.03	111	1848	0.04		
86	1848	0.04	112	1452	0.03		
87	1848	0.04	113	1848	0.04		
88	1452	0.03	114	1848	0.04		
89	1452	0.03	115	1452	0.03		
90	2142	0.05	116	2142	0.05		
99	2142	0.05	117	1848	0.04		
100	1452	0.03	118	1452	0.03		
101	1848	0.04	119	1848	0.04		
102	1848	0.04	120	1848	0.04		
103	1452	0.03	121	1452	0.03		
104	1848	0.04	122	1848	0.04		
105	1848	0.04	123	1848	0.04		
106	1452	0.03	124	1452	0.03		
107	2142	0.05	125	2142	0.05		
108	2132	0.05					

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L58	N00°40'01"E	73.00'	L80	N00°40'01"E	16.00'
L59	N89°19'59"W	16.00'	L81	N89°19'59"W	2.00'
L60	N00°40'01"E	6.00'	L82	N00°40'01"E	16.00'
L61	N89°19'59"W	16.00'	L83	N89°19'59"W	73.00'
L62	N00°40'01"E	73.00'	L84	N00°40'01"E	16.00'
L63	N89°19'59"W	16.00'	L85	N89°19'59"W	2.00'
L64	N00°40'01"E	6.00'	L86	N00°40'01"E	16.00'
L65	N89°19'59"W	16.00'	L87	N89°19'59"W	73.00'
L66	N00°40'01"E	73.00'	L88	N00°40'01"E	16.00'
L67	N89°19'59"W	16.00'	L89	N89°19'59"W	2.00'
L68	N00°40'01"E	6.00'	L90	N00°40'01"E	16.00'
L69	N89°19'59"W	16.00'	L91	N89°19'59"W	73.00'
L70	N00°40'01"E	73.00'	L92	N00°40'01"E	16.00'
L71	N89°19'59"W	16.00'	L93	N89°19'59"W	2.00'
L72	N00°40'01"E	16.50'	L94	N00°40'01"E	16.00'
L73	N89°19'59"W	26.30'	L95	N89°19'59"W	73.00'
L74	N00°40'01"E	16.00'	L96	N00°40'01"E	65.88'
L75	N89°19'59"W	73.00'	L97	N00°40'01"E	64.77'
L76	N00°40'01"E	16.00'	L98	N00°40'01"E	64.79'
L77	N89°19'59"W	2.00'	L99	N00°40'01"E	62.43'
L78	N00°40'01"E	16.00'	L101	N00°40'01"E	64.79'
L79	N89°19'59"W	73.00'			

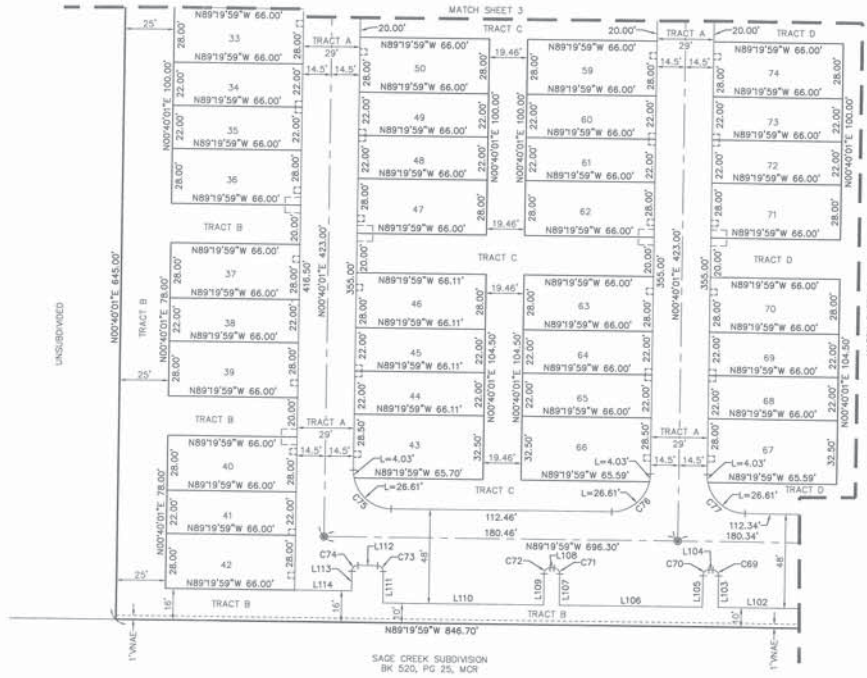


CRESCENT ASCEND OWNER, LLC
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT



07-22-2022
03-21-2024
SHEET NUMBER
5 OF 9
PROJECT NUMBER
22001767

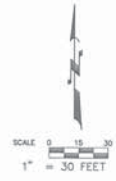
CASE # PL-22-0361



LOT TABLE				LOT TABLE			
LOT	AREA	SQ FT	AREA ACRES	LOT	AREA	SQ FT	AREA ACRES
33	1848	0.04	0.04	50	1848	0.04	0.04
34	1452	0.03	0.03	59	1848	0.04	0.04
35	1452	0.03	0.03	60	1452	0.03	0.03
36	1848	0.04	0.04	61	1452	0.03	0.03
37	1848	0.04	0.04	62	1848	0.04	0.04
38	1452	0.03	0.03	63	1848	0.04	0.04
39	1848	0.04	0.04	64	1452	0.03	0.03
40	1848	0.04	0.04	65	1452	0.03	0.03
41	1452	0.03	0.03	66	2144	0.05	0.05
42	1848	0.04	0.04	67	2144	0.05	0.05
43	2148	0.05	0.05	68	1452	0.03	0.03
44	1452	0.03	0.03	69	1452	0.03	0.03
45	1452	0.03	0.03	70	1848	0.04	0.04
46	1851	0.04	0.04	71	1848	0.04	0.04
47	1848	0.04	0.04	72	1452	0.03	0.03
48	1452	0.03	0.03	73	1452	0.03	0.03
49	1452	0.03	0.03	74	1848	0.04	0.04

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L102	N89°19'59\"W	73.00'	L109	N00°40'01\"E	16.00'
L103	N00°40'01\"E	16.00'	L110	N89°19'59\"W	82.00'
L104	N89°19'59\"W	2.00'	L111	N00°40'01\"E	16.00'
L105	N00°40'01\"E	16.00'	L112	N89°19'59\"W	10.00'
L106	N89°19'59\"W	73.00'	L113	N00°40'01\"E	10.00'
L107	N00°40'01\"E	16.00'	L114	N89°19'59\"W	28.00'
L108	N89°19'59\"W	2.00'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C69	4.71'	3.00'	090°00'00\"
C70	4.71'	3.00'	090°00'00\"
C71	4.71'	3.00'	090°00'00\"
C72	4.71'	3.00'	090°00'00\"
C73	4.71'	3.00'	090°00'00\"
C74	4.71'	3.00'	090°00'00\"
C75	30.63'	19.50'	090°00'00\"
C76	30.63'	19.50'	090°00'00\"
C77	30.63'	19.50'	090°00'00\"





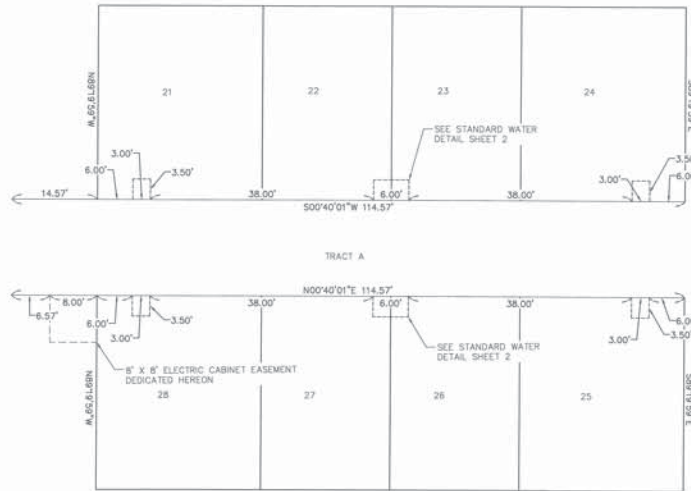
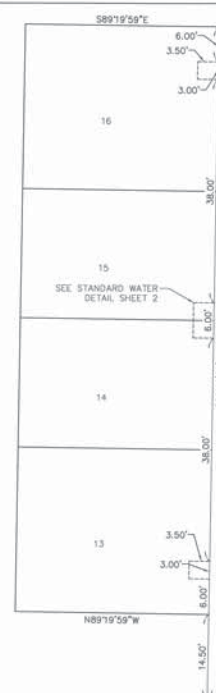
PRIVATE WATER EASEMENT DETAIL



PRIVATE WATER EASEMENT DETAIL



PRIVATE WATER EASEMENT DETAIL



PRIVATE WATER EASEMENT DETAIL

SCALE 0 5 10
1" = 10 FEET

CASE # PL-22-0361



CRESCENT ASCEND OWNER, LLC
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT

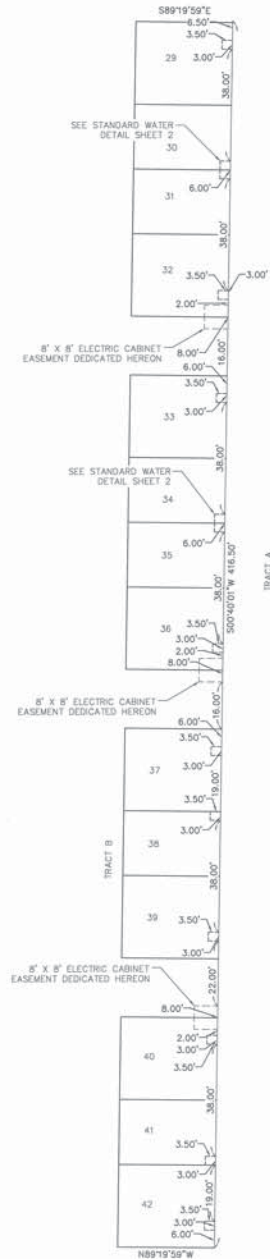


07-22-2022

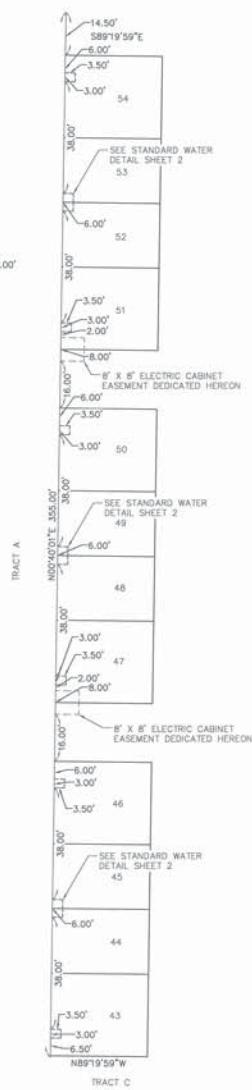
03-21-2024

SHEET NUMBER
7 OF 9

PROJECT NUMBER
22001767



PRIVATE WATER EASEMENT DETAIL



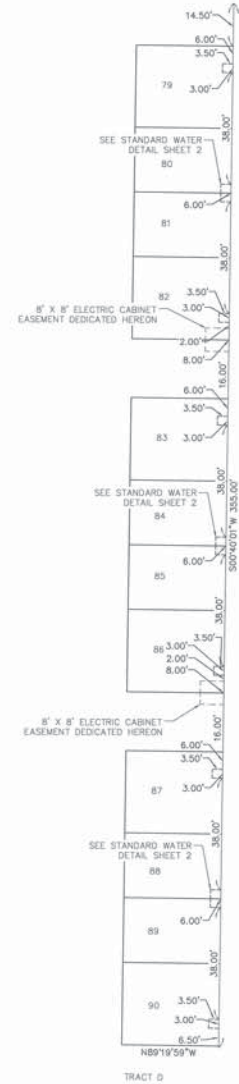
TRACT C



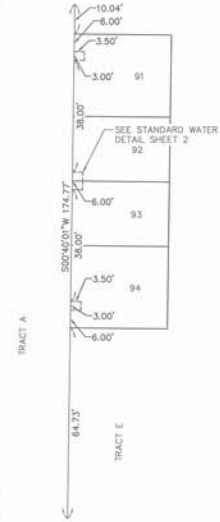
TRACT C



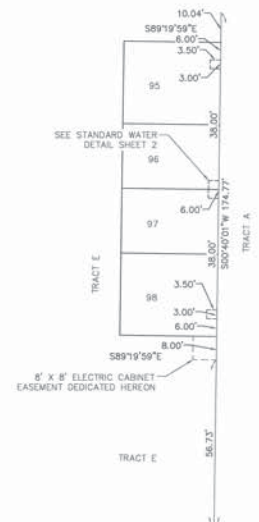
TRACT D



TRACT D



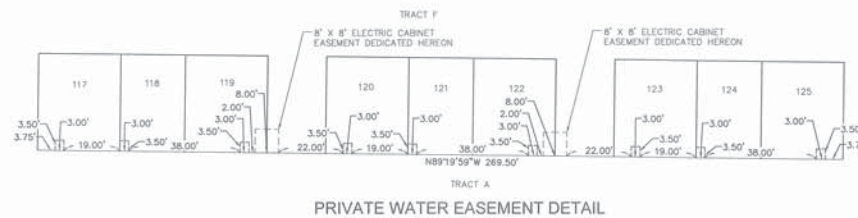
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PRIVATE WATER EASEMENT DETAIL





CRESCENT ASCEND OWNER, LLC
PROJECT NAME
RE-PLAT OF LOT 5 OF ASCEND AVONDALE
FINAL PLAT



07-22-2022
03-21-2024
SHEET NUMBER 9 OF 9
PROJECT NUMBER 22001767

ITEM NUMBER: 5.a.

SUBJECT: Council Budget Discussion

MEETING DATE: 3/25/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

City staff will present an update on the City's finances and seek Council's feedback on the FY2025 budget. This item is for discussion only; no Council action will be taken.

BACKGROUND:

The presentation will cover the current status of the city's finances and the needs for the Fiscal Year 2025 budget.

DISCUSSION:

The presentation will cover the current status of the city's finances and needs for the Fiscal Year 2025 budget.

BUDGET IMPACT:

The discussions today will provide guidance for the development of the Fiscal Year 2025 budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution:

FY2025 New Positions

Department	Position	FTE	Salary
City Attorney	Attorney II	1	\$144k
Dev Services	Senior Management Analyst	1	\$104k
Dev Services	Senior Plans Examiner	1	\$96k
Engineering	Project Manager (CIP)	1	\$122k
NFS	Homeless Services Coordinator – change in funding source	0	\$77k
Parks	Summer Camp Program (1 FT plus PT hours)	3.9	\$224k
Police	Dispatch – Part-Time to Full-Time	0.5	\$41k
Police	Detention Officers	2	\$117k
Public Works	Management Analyst	1	88k
Public Works	Wastewater Collections Operator	1	\$59k
Public Works	Water Metering and Locating Supervisor	1	\$96k
Various	Position Reclassifications	0	\$80k
Total		13.4	\$1.3M

FY25 Proposed Project Funding									
Funded / Planned									
Project Number	Project Title	Total Project Budget	FY2025	FY2026	FY2027	FY2028	FY2029	FY25-FY29 Total	FY30-FY34 Total
Asset Replacement		106,036,724	13,514,000	13,951,000	13,135,000	11,639,000	11,163,000	63,402,000	42,220,000
A0233	Fleet Equipment Replacement Program	260,000	50,000	0	0	0	0	50,000	0
A0268	Facilities Asset Replacement FY2026 and Beyond	2,054,000	0	224,000	85,000	698,000	179,000	1,186,000	868,000
A0270	Fire Equipment and Asset Replacement FY2026 and Beyond	4,066,000	0	311,000	104,000	536,000	136,000	1,087,000	2,979,000
A0272	Lift Station Rehabilitation Program FY2026 and Beyond	2,100,000	0	200,000	200,000	200,000	250,000	850,000	1,250,000
A0274	Parks and Recreation Asset Replacement Plan 2026 and Beyond	483,000	0	375,000	0	0	0	375,000	108,000
A0276	Police Asset Replacement Program FY2026 and Beyond	781,000	0	41,000	418,000	161,000	161,000	781,000	0
A0278	SCADA Security Asset Replacement FY2026 and Beyond	3,584,000	0	376,000	376,000	376,000	376,000	1,504,000	2,080,000
A0280	Streets Asset Replacement FY2026 and Beyond	10,637,000	0	1,043,000	1,043,000	1,043,000	1,043,000	4,172,000	6,465,000
A0282	Vehicle Replacement 2026 and Beyond	39,467,000	0	5,692,000	6,229,000	6,003,000	5,902,000	23,826,000	15,641,000
A0284	Water Meter Replacement FY2026 and Beyond	5,375,000	0	550,000	575,000	575,000	575,000	2,275,000	3,100,000
A0286	Computer and Equipment Asset Replacement FY2026 and Beyond	3,477,000	0	1,938,000	377,000	257,000	437,000	3,009,000	468,000
A0290	Library Asset Replacement FY2026 and Beyond	259,000	0	16,000	54,000	10,000	68,000	148,000	111,000
A0292	Randel McDaniel Sports Complex Asset Replacement FY2026 and Beyond	436,000	0	286,000	0	0	150,000	436,000	0
A0324	Water Asset Replacement FY2026 and Beyond	4,500,000	0	500,000	500,000	500,000	500,000	2,000,000	2,500,000
A0328	Avondale Campus Painting Project	340,000	90,000	160,000	90,000	0	0	340,000	0
A0357	Water Meter Replacement FY2025	550,000	550,000	0	0	0	0	550,000	0
A0358	Lift Station Rehabilitation Program FY2025	200,000	200,000	0	0	0	0	200,000	0
A0359	Vehicle Replacement FY2025	2,714,724	2,510,000	0	0	0	0	2,510,000	0
A0371	Water Asset Replacement FY2025	450,000	450,000	0	0	0	0	450,000	0
A0381	Police Asset Replacement Program FY2025	158,000	158,000	0	0	0	0	158,000	0
A0390	Parks and Recreation Asset Replacement Plan FY2025	360,000	360,000	0	0	0	0	360,000	0
A0391	Library Asset Replacement FY2025	24,000	24,000	0	0	0	0	24,000	0
A0394	Communication Systems and Data Center Asset Replacement FY2025	1,186,000	1,186,000	0	0	0	0	1,186,000	0
A0395	Computer and Equipment Asset Replacement FY2025	3,188,000	3,188,000	0	0	0	0	3,188,000	0
A0396	SCADA Security Asset Replacement FY2025	376,000	376,000	0	0	0	0	376,000	0
A0397	Fire Apparatus Replacement FY2025	2,360,000	2,360,000	0	0	0	0	2,360,000	0
A0400	Fire Equipment and Asset Replacement FY2025	276,000	276,000	0	0	0	0	276,000	0
A0403	Facilities Asset Replacement FY2025	693,000	693,000	0	0	0	0	693,000	0
A0426	Streets Asset Replacement FY2025	1,043,000	1,043,000	0	0	0	0	1,043,000	0
M0298	Communication Systems and Data Center Asset Replacements FY2026 and Beyond	10,735,000	0	1,339,000	1,315,000	1,280,000	1,386,000	5,320,000	5,415,000
S0302	Fire Apparatus Replacement FY2026 and Beyond	3,904,000	0	900,000	1,769,000	0	0	2,669,000	1,235,000
General Government		890,000	890,000	0	0	0	0	890,000	0
M0393	Resource Center Expansion Study	150,000	150,000	0	0	0	0	150,000	0
M0401	Opportunity Tree Parking Lot Improvements	40,000	40,000	0	0	0	0	40,000	0
M0402	Friendship Park Restroom Painting	40,000	40,000	0	0	0	0	40,000	0
M0425	Design Concept for New Operational Warehouse	500,000	500,000	0	0	0	0	500,000	0
M0427	Lower Buckeye North Yard Fence	160,000	160,000	0	0	0	0	160,000	0
Parks and Recreation		26,423,842	6,131,000	9,628,000	4,626,000	150,000	239,000	20,774,000	150,000
P0084	Multi-Modal Trail System FY2026 and Beyond	713,842	0	200,000	0	0	89,000	289,000	0
P0120	Sport Field Lighting Friendship Park	1,564,000	689,000	0	0	0	0	689,000	0
P0174	Civic Center Park	4,132,000	200,000	0	0	0	0	200,000	0
P0300	Crystal Gardens Trail Improvements FY2025	500,000	500,000	0	0	0	0	500,000	0
P0327	Sport Field Lighting Festival Fields Park	1,119,000	0	1,119,000	0	0	0	1,119,000	0
P0330	Donatela Park	5,210,000	0	2,570,000	2,420,000	0	0	4,990,000	0
P0332	Dog Park Enhancements at Friendship Park	884,000	860,000	0	0	0	0	860,000	0
P0333	Pickleball Court Construction at Friendship Park	442,000	430,000	0	0	0	0	430,000	0
P0334	Softball Field Enhancements at Friendship Park	442,000	0	430,000	0	0	0	430,000	0
P0335	Festival Fields Upgrades	1,858,000	81,000	1,696,000	81,000	0	0	1,858,000	0
P0382	ADA Transition Plan	900,000	150,000	150,000	150,000	150,000	150,000	750,000	150,000
P0383	Trail Improvements in the BLVD Area	2,041,000	1,409,000	632,000	0	0	0	2,041,000	0
P0384	Agua Fria Multi-Use Path - Buckeye Rd/MC 85 Underpass	2,398,000	44,000	1,386,000	968,000	0	0	2,398,000	0
P0385	Agua Fria Multi-Use Path - Lower Buckeye Rd Underpass	2,498,000	46,000	1,445,000	1,007,000	0	0	2,498,000	0
P0386	Dysart & Western Ave Pocket Park	730,000	730,000	0	0	0	0	730,000	0
P0387	Base and Meridian Wildlife Area Restoration	500,000	500,000	0	0	0	0	500,000	0
P0388	Base and Meridian Wildlife Area Master Plan	300,000	300,000	0	0	0	0	300,000	0
P0389	Dessie Lorenz Park Improvements	117,000	117,000	0	0	0	0	117,000	0
P0429	Performing Arts Center Needs Assessment	75,000	75,000	0	0	0	0	75,000	0
Public Safety		27,824,000	13,110,000	0	400,000	0	0	13,510,000	0
S0013	Alamar Public Safety Substation	2,980,000	2,680,000	0	0	0	0	2,680,000	0
S0104	Fire Station #171 Replacement	15,314,000	1,900,000	0	0	0	0	1,900,000	0
S0344	K-9 Training Facility	3,960,000	3,360,000	0	0	0	0	3,360,000	0
S0398	Training Tower	3,740,000	3,740,000	0	0	0	0	3,740,000	0
S0399	New Fire Apparatus	1,330,000	1,330,000	0	0	0	0	1,330,000	0

S0428	Courtrooms and Jury Deliberation Audio/Video System Refresh	400,000	0	0	400,000	0	0	400,000	0
S0430	City Court Expansion Phase 2 - Design of City Court Assembly Area	100,000	100,000	0	0	0	0	100,000	0
Transportation		125,567,000	18,993,000	22,458,000	13,713,000	10,725,000	14,297,000	80,186,000	40,250,000
T0138	Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road	2,000,000	212,000	0	0	0	0	212,000	0
T0161	Western Avenue - Central Avenue to 4th Avenue - Improvements	1,525,000	500,000	0	0	0	0	500,000	0
T0162	Western Avenue Decorative String Lights	320,000	0	0	0	0	0	0	0
T0163	Western Avenue Pedestrian Streetlights	895,000	200,000	0	0	0	0	200,000	0
T0201	Old Town Avondale Phase IV Improvement	8,730,000	2,132,000	6,098,000	0	0	0	8,230,000	0
T0203	Old Town Avondale Phase V Improvement	5,299,000	1,341,000	3,726,000	0	0	0	5,067,000	0
T0206	Traffic Signal - 99th Avenue and Encanto Boulevard	600,000	225,000	0	0	0	0	225,000	0
T0213	Traffic Signal - 107th Avenue and Roosevelt Street	600,000	600,000	0	0	0	0	600,000	0
T0240	Old Town Avondale Phase VI Improvement	4,516,000	391,000	1,087,000	3,038,000	0	0	4,516,000	0
T0247	Traffic Signal - Van Buren Street and Park Avenue	600,000	0	0	0	0	50,000	50,000	550,000
T0250	Traffic Signal - 99th Avenue and Clarendon Avenue	600,000	0	0	0	0	50,000	50,000	550,000
T0251	Traffic Signal - Roosevelt Parkway and Van Buren Street	600,000	0	0	0	0	50,000	50,000	550,000
T0252	Traffic Signal - Roosevelt Street and 107th Avenue	796,000	0	50,000	550,000	0	0	600,000	0
T0253	Traffic Signal - 111th Avenue and Van Buren Street	600,000	50,000	550,000	0	0	0	600,000	0
T0260	Sidewalk Accessibility Improvement Program FY2026 and Beyond	1,000,000	0	200,000	200,000	200,000	200,000	800,000	200,000
T0303	Bike Retrofit Program FY2026 and Beyond	50,000	0	0	0	0	50,000	50,000	0
T0305	Bridge Repairs FY2026 and Beyond	400,000	0	0	100,000	0	100,000	200,000	200,000
T0307	Communication Conduit and Fiber Backbone Program FY2026 and Beyond	2,250,000	0	450,000	300,000	300,000	300,000	1,350,000	900,000
T0309	Gateway Program FY2026 and Beyond	500,000	0	100,000	100,000	100,000	100,000	400,000	100,000
T0311	Pavement Management Program FY2026 and Beyond	66,000,000	0	3,000,000	9,000,000	9,000,000	9,000,000	30,000,000	36,000,000
T0313	Street Drainage Issues FY2026 and Beyond	1,000,000	0	200,000	200,000	200,000	200,000	800,000	200,000
T0317	Wayfinding Signage FY2026 and Beyond	75,000	0	25,000	25,000	25,000	0	75,000	0
T0321	Citywide Sidewalk Expansion and Improvements Program FY2026 and Beyond	1,000,000	0	200,000	200,000	200,000	200,000	800,000	200,000
T0365	New Transit Shelters (14)	490,000	490,000	0	0	0	0	490,000	0
T0375	Sidewalk Inventory and Condition Assessment	250,000	250,000	0	0	0	0	250,000	0
T0376	Lower Buckeye Corridor Study	400,000	400,000	0	0	0	0	400,000	0
T0377	Pavement Management Program FY2025	3,000,000	3,000,000	0	0	0	0	3,000,000	0
T0378	Citywide Sidewalk Expansion and Improvements Program FY2025	215,000	215,000	0	0	0	0	215,000	0
T0379	Resurfacing Coldwater Springs to 114th Ave	650,000	0	650,000	0	0	0	650,000	0
T0380	Asphalt Resurface Avondale Blvd from I-10 to Whyman Ave	2,000,000	2,000,000	0	0	0	0	2,000,000	0
T0404	Improvements to El Mirage Road - Lower Buckeye Road to Calle Hermosa	4,997,000	0	0	0	700,000	3,947,000	4,647,000	350,000
T0405	Dysart Road/McDowell Road Intersection	3,172,000	240,000	2,932,000	0	0	0	3,172,000	0
T0406	Dysart Road Median Offsets	500,000	0	0	0	0	50,000	50,000	450,000
T0407	Communication Conduit and Fiber Backbone Program FY2025	450,000	450,000	0	0	0	0	450,000	0
T0408	Traffic Signal - 116th Ave and McDowell	700,000	700,000	0	0	0	0	700,000	0
T0409	Wayfinding Signage FY2025	200,000	200,000	0	0	0	0	200,000	0
T0410	Van Buren Bridge Lighting Project	450,000	50,000	400,000	0	0	0	450,000	0
T0411	Bridge Repairs FY2025	128,000	128,000	0	0	0	0	128,000	0
T0412	Gateway Program FY2025	300,000	300,000	0	0	0	0	300,000	0
T0413	Sidewalk Accessibility Improvement Program FY2025	200,000	200,000	0	0	0	0	200,000	0
T0414	Street Drainage Issues FY2025	200,000	200,000	0	0	0	0	200,000	0
T0415	McDowell Rd and 99th Ave Improvements	1,597,000	1,597,000	0	0	0	0	1,597,000	0
T0416	Safety Action and Demonstration Plan	700,000	700,000	0	0	0	0	700,000	0
T0417	Cellular Communication Equipment and CCTV Intersection Cameras	427,000	427,000	0	0	0	0	427,000	0
T0418	Improvements at Western Avenue and Central Avenue	985,000	335,000	650,000	0	0	0	985,000	0
T0419	Traffic Signal - Thomas Road and 111th Avenue	600,000	600,000	0	0	0	0	600,000	0
T0420	Intersection Improvement Dysart Road and Coldwater Plaza	500,000	500,000	0	0	0	0	500,000	0
T0421	Intersection Improvement Avondale Boulevard and MC85	1,500,000	150,000	1,350,000	0	0	0	1,500,000	0
T0422	Designs for Priorities Identified in the Active Transportation Plan	100,000	100,000	0	0	0	0	100,000	0
T0423	Park Avenue Roadway Near The BLVD	300,000	50,000	250,000	0	0	0	300,000	0
T0424	Intersection Improvements at Encanto Boulevard and Santa Fe Trail	600,000	60,000	540,000	0	0	0	600,000	0
Utilities		88,491,069	5,045,000	8,671,000	9,560,000	8,680,000	11,100,000	43,056,000	16,415,000
U0038	Distribution Pressure Improvements	6,816,477	0	0	0	0	0	0	0
U0044	Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	2,520,000	450,000	0	0	0	0	450,000	0
U0062	Garden Lakes Nitrate Equipment Replacement	4,280,000	0	4,280,000	0	0	0	4,280,000	0
U0076	Lift Station Security Upgrades	439,592	100,000	100,000	100,000	0	0	300,000	0
U0078	McDowell Recharge Basin Improvements	1,115,000	0	245,000	0	0	0	245,000	0
U0131	The BLVD Well (#33) & Transmission Line	3,338,000	250,000	0	0	0	0	250,000	0
U0156	Well 22 and Transmission Line	5,100,000	0	0	430,000	1,790,000	2,780,000	5,000,000	0
U0157	Well 7 Site Development	2,200,000	200,000	0	0	0	0	200,000	0
U0159	Well at 107th Avenue & Encanto Boulevard - Shared Well	1,926,000	295,000	0	0	0	0	295,000	0
U0164	White Mountain Apache Tribe Water Settlement	3,000,000	0	0	0	0	0	0	0
U0218	Well #26 Replacement	3,600,000	500,000	0	0	0	0	500,000	0
U0237	Site Security at the Water Reclamation Facility	290,000	200,000	0	0	0	0	200,000	0

U0238	Site Security at Well and Booster Stations	116,000	0	26,000	0	0	0	26,000	0
U0257	New Well #25B	3,825,000	200,000	0	0	0	0	200,000	0
U0262	City Wide Sewer Improvements FY2026 and Beyond	2,185,000	0	170,000	180,000	200,000	220,000	770,000	1,415,000
U0264	Water System Line Replacements and Expansions FY2026 and Beyond	9,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	5,000,000
U0322	Large Diameter Sewer Line Repair FY2026 and Beyond	10,300,000	0	1,500,000	1,300,000	1,400,000	1,600,000	5,800,000	4,500,000
U0326	Dysart Road Waterline - Roeser Alignment to Southern	1,250,000	0	0	0	1,250,000	0	1,250,000	0
U0340	Sediment Removal - Crystal Gardens & McDowell Recharge Basins	2,050,000	0	0	0	0	0	0	0
U0348	New Redundant Stair Screen	100,000	0	0	0	0	0	0	0
U0350	Update the Integrated Utility Master Plan	500,000	250,000	0	0	0	0	250,000	0
U0360	Nitrate Removal System for Coldwater Booster Station	6,000,000	0	0	0	0	500,000	500,000	5,500,000
U0361	Dysart Road Waterline - Whyman to Lower Buckeye	730,000	0	0	0	730,000	0	730,000	0
U0362	Land Purchase - Water Treatment & Storage Site	600,000	0	0	600,000	0	0	600,000	0
U0363	Garden Lakes Site - Construct 2nd Reservoir & Improve Booster Capacity	5,750,000	0	0	0	750,000	5,000,000	5,750,000	0
U0364	Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	1,500,000	0	200,000	1,300,000	0	0	1,500,000	0
U0366	Harrison Drive Sewer Reversal	1,000,000	0	100,000	900,000	0	0	1,000,000	0
U0367	7th Street Sewer Replacement	1,500,000	0	150,000	1,350,000	0	0	1,500,000	0
U0368	Northside Booster Station Tank Rehabilitation	700,000	0	700,000	0	0	0	700,000	0
U0369	10th Street Lift Station Electrical Upgrades	2,400,000	100,000	200,000	2,100,000	0	0	2,400,000	0
U0370	Gateway Booster Station Electrical and Control Updates	1,860,000	0	0	300,000	1,560,000	0	1,860,000	0
U0372	City Wide Sewer Improvements FY2025	500,000	500,000	0	0	0	0	500,000	0
U0373	Large Diameter Sewer Line Repair FY2025	1,000,000	1,000,000	0	0	0	0	1,000,000	0
U0374	Water System Line Replacements and Expansions FY2025	1,000,000	1,000,000	0	0	0	0	1,000,000	0
Grand Total		375,232,635	57,683,000	54,708,000	41,434,000	31,194,000	36,799,000	221,818,000	99,035,000

Bonded / Potential Bond									
Project Number	Project Title	Total Project Budget	FY2025	FY2026	FY2027	FY2028	FY2029	FY25-FY29 Total	FY30-FY34 Total
Parks and Recreation		4,070,000	0	0	0	1,900,000	2,170,000	4,070,000	0
P0084	Multi-Modal Trail System FY2026 and Beyond	4,070,000	0	0	0	1,900,000	2,170,000	4,070,000	0
Public Safety		29,423,000	0	120,000	26,755,000	1,140,000	0	28,015,000	1,408,000
S0013	Alamar Public Safety Substation	25,550,000	0	0	25,550,000	0	0	25,550,000	0
S0194	BLVD Police Substation	1,315,000	0	45,000	130,000	1,140,000	0	1,315,000	0
	Additional Police Vehicles	1,408,000	0	0	0	0	0	0	1,408,000
S0392	Regional Wireless Cooperative (RWC) Tower	1,150,000	0	75,000	1,075,000	0	0	1,150,000	0
Utilities		133,750,000	0	40,250,000	70,000,000	15,000,000	0	125,250,000	0
U0219	Water Reclamation Facility - Phase II Expansion	133,750,000	0	40,250,000	70,000,000	15,000,000	0	125,250,000	0
Grand Total		167,243,000	0	40,370,000	96,755,000	18,040,000	2,170,000	157,335,000	1,408,000

FY2025 Supplementals

Yes					
Department	Request	FTE	On-Going	One-Time	Vacancy Savings
City Administration	New City Manager's Office Vehicle		1,500	48,000	
City Attorney	Attorney II - 1.0 FTE	1.0	197,200	17,900	
City Auditor	Consultant Assisted Audits			100,000	
City Clerk	2024 Election			60,000	
Development Services	Senior Plans Examiner - 1.0 FTE	1.0	147,900	10,600	
Development Services	Senior Management Analyst - 1.0 FTE	1.0	149,000	31,000	
Economic Development	Economic Development Opportunities Fund			400,000	
Economic Development	Position reclassification		29,500		
Engineering Services	Engineering Module Development in Permitting Program			200,000	
Engineering Services	Engineering Plan Review Increase			100,000	
Engineering Services	Project Manager (CIP) - 1.0 FTE	1.0	170,900	3,100	
Engineering Services	Signal Re-Timing Assessments			50,000	
Facilities	Additional On Call Assignment		20,000		
Facilities	Generator Assessment			20,000	
Finance and Budget	Outside Consultant for Payroll System			175,000	
Finance and Budget	Finance Administrative Assistant Reclassification		5,600		
Fire and Medical	Additional Light Duty Vehicles		25,000	306,000	
Fire and Medical	Fund Two Overhire Positions		325,600		(325,600)
Fire and Medical	Overtime for Fire and Medical Critical Programming			348,000	
Human Resources	Positions Reclassifications		37,000		
Human Resources	Increase Tuition Reimbursement			37,700	
Human Resources	Risk Insurance Premium Increase		400,000		
Human Resources	Risk Management Vehicle		2,000	45,000	
Human Resources	Compensation Study			95,000	
Information Technology	Cybersecurity Threat Mitigation		100,000		
Information Technology	Enterprise Asset Management Software System			100,000	
Information Technology	IT Senior Systems Engineer Contracted Service			153,900	
Information Technology	Managed Services for Permitting System			221,600	
Information Technology	Website Upgrade and Redesign		50,000	150,000	
Marketing & Public Relations	Position reclassification		6,200		
Neighborhood and Family Service	Contributions Assistance Program (ARPA funded FY2025)			86,700	
Neighborhood and Family Service	Education Support Funding			50,000	
Neighborhood and Family Service	Homeless Services Coordinator - Change to General Fund		117,700		
Neighborhood and Family Service	Homeless Services Division Operating Budget		333,100		
Neighborhood and Family Service	Homeless Services Expanded Programming			150,000	
Neighborhood and Family Service	Public Safety Homebuyer Program			100,000	
Neighborhood and Family Service	Senior Services Coordinator - Temp Position			85,300	
Office of Public Safety	Additional software for the internal investigation and commendation tracking		6,500		
Office of Public Safety	Security Services			25,000	
Office of Public Safety	New Equipment and Maintenance Increases for the Glendale Regional Public !		4,800	62,000	
Office of Public Safety	Operating Costs for the Threat Liaison Officer assignment		14,500		
Office of Public Safety	Workforce cloud-based software for use in the Emergency Operations Center		10,000		
Parks & Recreation	Facility Rental Support			95,600	
Parks & Recreation	Parks Vehicles & Equipment		14,000	190,000	
Parks & Recreation	Sports Programming Needs		85,000		
Parks & Recreation	Create a Summer Camp Program - 3.9 FTE	3.9		410,800	
Parks & Recreation	Special Event Cost Increases			95,000	
Police	Change Part-Time Dispatser to Full-time - 0.5 FTE	0.5	62,600	5,600	(59,800)
Police	Senior Officer Program		38,600		(38,600)
Police	Take Home Vehicle Program		385,800	3,409,700	
Police	Two Detention Officers - 2.0 FTE	2.0	212,300	32,000	(198,500)
Public Works	Increased Recycling Landfill Costs		204,000		
Public Works	Water Resources Studies and Regulatory Requirement Updates			300,000	
Public Works	Grant Writing Services			50,000	
Public Works	Increased Landscape Maintenance Costs and Palm Trees		40,000	60,000	
Public Works	Lead & Copper Rule Contractor/Consultant			100,000	
Public Works	Management Analyst - 1.0 FTE	1.0	131,400	3,100	
Public Works	Wastewater Collections Operator - 1.0 FTE	1.0	105,900	52,000	
Public Works	Water Metering and Locating Supervisor - 1.0 FTE	1.0	145,500	55,100	
Public Works	Water Production Electricity Increases		280,000		
Public Works	Water Purchase Increases		565,000		
Public Works	Water Reclamation Facility Electricity Increases		208,700		
Public Works	Increased WeRide Service Adjustments		1,246,000		

FY2025 Supplementals

Department	Request	FTE	On-Going	One-Time	Vacancy Savings
No					
Department	Request	FTE	On-Going	One-Time	Vacancy Savings
City Administration	Marvin Andrews Fellow Management Internship Increase		5,000		
City Administration	United Way Campaign Event Funds		2,000		
City Attorney	Senior Paralegal - 1.0 FTE	1.0	128,800	17,900	
City Auditor	City Auditor Operating Budget		5,000		
City Court	Court Inflationary Increase		18,000	3,000	
Development Services	Contract Building Plan Review and Inspections		300,000		
Development Services	Planning Zoning Ordinance Assessment			30,000	
Development Services	Scanning of Planning and Building Files			235,000	
Engineering Services	Associate Engineer Plan Review - 1.0 FTE	1.0	146,600	3,100	
Engineering Services	Engineering Surveyor - 1.0 FTE	1.0	174,400	55,100	
Engineering Services	Engineering Training Increases		10,000		
Engineering Services	Traffic Control Inspector - 1.0 FTE	1.0	126,600	55,100	
Facilities	Coffee & Vending Expansion		6,000		
Facilities	Janitorial Increase		160,000		
Facilities	Parks & Detention Center Maintenance		90,000		
Finance & Budget	HRMS / Payroll System Replacement and Position - 1.0 FTE	1.0	344,500	703,100	
Fire and Medical	Fire and Medical Asset Management System		26,000	94,000	
Fire and Medical	Health and Safety Coordinator - 1.0 FTE	1.0	126,900	38,900	
Information Technology	Operational Increases		500,000		
Office of Public Safety	Code Compliance - Property Demolition			60,000	
Office of Public Safety	Security Upgrades and Design Review for the Emergency Operations Center (EOC)			45,000	
Parks & Recreation	Add gravel to retention basin at Avondale Boulevard and Civic Center Drive			60,000	
Parks & Recreation	Aquatics Center Chemical and Supply Cost Increases		20,000		
Parks & Recreation	Outdoor Recreation Programming		55,000		