City of Avondale

City Council Meeting

Monday, May 20, 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, May 20, 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. EMPLOYEE INTRODUCTIONS

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

Development Services Department
- Ben Carr, Chief Building Official
- Dawn Jacob, Building Permit Technician III
- Carter Evans, Building Permit Technician II

Engineering Department
- Raul Zazueta, Associate Engineer

Fire and Medical Department
- Alan Galvez, Firefighter

Office of Public Safety
- Paul Wilson, Municipal Security Sergeant
- Carlos Cano, Code Compliance Officer
- Joshua Perez, Code Compliance Manager

Parks, Recreation, and Libraries Department
- Ali Modrell, Recreation Programmer
- Gina Gerard, Librarian I
- Alexis Romo, Library Programs Specialist

Public Works Department
- Adam Balowski, Water Quality and Compliance Supervisor
- Jazmine Oropeza, Environmental Technician
- Tracy Wallace, Senior Water Reclamation Facility Operator
- Javier Machuca Jr., Street Maintenance Worker I
- Tommy Estavillo, Street Maintenance Worker II

b. PROCLAMATION - NATIONAL PUBLIC WORKS WEEK

City Council will present a proclamation recognizing May 19 through May 25, 2024, as National Public Works Week. This item is for discussion only.

c. PROCLAMATION - 2010 GIRLS SOCCER TEAM FROM AZ REAL WEST-VALLEY - STATE CHAMPIONSHIP TITLE

City Council will present a proclamation to the 2010 Girls Soccer team (REAL West-Valley) for their recent State Championship. This item is for discussion only.

d. CITIZEN'S WATER ACADEMY RECOGNITION

The 2024 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. This item is for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the April 29, 2024 City Council meeting minutes. The Council will take appropriate action.

b. ANNUAL AUDIT PLAN ADOPTION

City Council will consider a request to adopt the Annual Audit Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, RON CORBIN

City Council will consider a request to approve an amendment to the Employment Agreement with City Manager, Ron Corbin and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1045-0524 - AUTHORIZING GRANT ACCEPTANCE FROM THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR THE RESILIENT ROOTS PROJECT

City Council will consider a request to: (a) adopt Resolution 1045-0524, accepting grant funding from the Arizona Department of Forestry and Fire Management for the Resilient Roots Project in an amount not to exceed $147,580; (b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1046-0524 - INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE CELLULAR COMMUNICATIONS AND CCTV CAMERA PROJECT

City Council will consider a request to adopt Resolution 1046-0524, authorizing an Intergovernmental Agreement with the State of Arizona for the Cellular Communications and CCTV Camera Project 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 1047-0524 - ADMINISTRATIVE CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE FAMILY BRIDGE HOUSING PROJECT

City Council will consider a request to: (a) adopt Resolution 1047-0524, approving an Administrative Change Order to the Intergovernmental Agreement with Maricopa County Human Services Department for $1,700,000 toward the development of bridge housing for families in Avondale; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1048-0524 - DEVELOPMENT AGREEMENT WITH THREE RIVERS RANCH LLC FOR A MULTI-USE TRAIL ALONG THE AGUA FRIA RIVER

City Council will consider a request to adopt Resolution 1048-0524, approving a Development Agreement with Three Rivers Ranch LLC, to provide for the developer's option to designate property and contribute funding to the City in lieu of constructing the Agua Fria River Trail and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1020-0524 AND 1021-0524 – MAINTENANCE IMPROVEMENT DISTRICT NO. 35 - THREE RIVERS RANCH – MASTER PLAT

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1020-0524, declaring its intention to form the City of Avondale Maintenance Improvement District No. 35, Three Rivers Ranch – Master Plat, providing for the assessment; (c) adopt Resolution 1021-0524, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1049-0524 - SHADOW RIDGE – DEVELOPMENT AGREEMENT – APPLICATION PL-24-0037

City Council will consider a request to adopt Resolution 1049-0524, approving a development agreement with EIEIO, LLC (the "Owner") to clarify the obligations necessary for the Owner to comply with Stipulation 7 of Ordinance 2005-0122, which provides that "the developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision" and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2011-0524 - AMENDING THE AVONDALE CITY CODE, CHAPTER 7 - SPECIAL EVENTS CODE, TO ALLOW FOR BLOCK PARTIES

City Council will consider a request to adopt Ordinance 2011-0524, amending the City of Avondale City Code, Chapter 7 - Special Events, to allow for Block Parties, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

k. ORDINANCE 2012-0524 – ABANDONMENT OF 5TH STREET RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2012-0524, authorizing the abandonment of 5th Street right-of-way generally located south of Western Avenue and east of 4th Street and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. ORDINANCE 2013-0524 - AMENDING THE AVONDALE CITY CODE, CHAPTER 27, BOARDS, COMMISSIONS, AND COMMITTEES, SECTION 27-1, DISSOLUTION OF THE VOLUNTEER FIRE DEPARTMENT PENSION BOARD

City Council will consider a request to adopt Ordinance 2013-0524, amending the City of Avondale City Code, Chapter 27, Boards, Commissions, and Committees, Section 27-1, dissolving the Volunteer Fire Department Pension Board and authorize the Mayor of City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. THREE RIVERS RANCH MASTER FINAL PLAT – APPLICATION PL-23-0277

City Council will consider a request to: (a) approve Application PL-23-0277, a request by Jason Burm with Kimley-Horn and Associates, Inc., on behalf of Jim Stockwell with Three Rivers Ranch, LLC, for approval of a master final plat for Three Rivers Ranch located west of the intersection of Alamar Boulevard and Dysart Road, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. FINAL PLAT FOR FULTON HOMES ACCLAIM – PHASE 2A – APPLICATION PL-23-0307

City Council will consider a request to: (a) approve Application PL-23-0307, a request by Meikle Garrett with EPS Group, Inc., on behalf of Fulton Homes Corporation, for approval of the Final Plat for Fulton Homes Acclaim – Phase 2A generally located at the northwest corner of 99th Avenue and Thomas Road; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. STRATEGIC PLAN TO ADDRESS HOMELESSNESS

City Council will receive an update from staff and consultant, Public Works, LLC regarding the City's Strategic Plan for Homelessness Resolution. This item is for discussion only.

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

(5 minutes)

7. ADJOURNMENT

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

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

CITY COUNCIL REPORT

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - National Public Works Week

MEETING DATE: 5/20/2024

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.

The employees of the City of Avondale Public Works Department provide exceptional services to the residents, businesses, and visitors of the City, twenty-four hours per day, 365 days per year.

PURPOSE:
City Council will present a proclamation recognizing May 19 through May 25, 2024, as National Public Works Week. This item is for discussion only.

BACKGROUND:
National Public Works Week started as an education campaign in 1960 and received federal recognition when, in 1962, President John F. Kennedy issued a proclamation designating the third week of May as National Public Works Week. Each year, the American Public Works Association creates a theme for National Public Works week. This year's theme is "Advancing Quality of Life for All". Public Works Week runs from May 19-25, 2024.

DISCUSSION:
Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities. This year's theme, Advancing Quality of Life for All, highlights the way public works professionals contribute to advancing and enhancing quality of life, no matter where they live in the world. Public Works professionals provide essential services that lead to healthier, happier, more vibrant communities.

The public works industry encompasses many areas including but not limited to streets and transportation, utilities, fleet services, building maintenance, and solid waste, and incorporates city, county, state, and federal programs, as well as the consulting and contracting community. In Avondale, public works related services are provided by the Public Works Department, as well as members of the Facilities, Engineering, and Parks

Departments. The Avondale Public Works Department encompasses 120 full-time employees who provide services, outreach, and education. Many of Avondale's public works employees hold multiple certifications, degrees, and/or licenses related to their field of practice. The department proudly educates the community through city events, the Citizen's Water Academy, and the Citizen's Leadership Academy.

National Public Works Week is the time when we can recognize and honor the men and women of the public works industry that work hard to Make Lives Better in Avondale.

BUDGET IMPACT:
None

RECOMMENDATION:
The Public Works Department appreciates the Mayor and City Council reading the proclamation for National Public Works Week in Avondale, AZ.

Contact person for document distribution: *Suzie Hunter*

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PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

May 19-25, 2024

Whereas, the City of Avondale Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Avondale; and,

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings and other structures and facilities essential for our residents; and,

Whereas, it is in the public interest for the residents, civic leaders, and children in Avondale to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim the week of May 19-25, 2024 as National Public Works Week in Avondale; I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Proclaimed this 20th day of May 2024.

_____

Mayor

ATTEST: _____

City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - 2010 Girls Soccer Team from AZ REAL West-Valley - State Championship Title

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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:

- 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.

PURPOSE:
City Council will present a proclamation to the 2010 Girls Soccer team (REAL West-Valley) for their recent State Championship. This item is for discussion only.

BACKGROUND:
Over the past several years, the 2010 Girls Soccer team (REAL West-Valley) that practices at Friendship Park, Avondale, has been training and competing throughout the State of Arizona. The training sessions at this Avondale facility are extremely important, not only to the athletic development of multiple teams that train at this facility, but it provides the opportunity for many life lessons to be experienced on and off the field. All of the players on this team represent the children of the hard-working residents of Avondale, Goodyear, and Buckeye.

The 2010 Girls team from AZ REAL West-Valley have secured the title of State Champions for the second year in a row, battling larger and well-financed clubs from Peoria, Phoenix, Scottsdale, Mesa and Gilbert.

DISCUSSION:
The team would like to present themselves (and the State Cup) to City Council, and share their appreciation for the City Council's continued funding of sports facilities in the City of Avondale.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*

Avondale

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PROCLAMATION

2010 Girls Soccer Team from AZ REAL West-Valley

Whereas, over the past several years, the 2010 Girls Soccer team from AZ REAL West-Valley, has held practices at Friendship Park, Avondale, has been training and competing throughout the State of Arizona; and,

Whereas, the training sessions at this Avondale facility are extremely important, not only to the athletic development of multiple teams that train at this facility, but it provides the opportunity for many life lessons to be experienced on and off the field; and,

Whereas, all the players on the team represent the children of the hard-working residents of Avondale and surrounding cities; and

Whereas, the 2010 Girls team from AZ REAL West-Valley have secured the title of State Championships for the second year in a row, battling larger clubs from Peria, Phoenix, Scottsdale, Mesa, and Gilbert.

NOW, THEREFORE, I, Councilmember Malone and along with the entire Avondale City Council, wish to honor and congratulate the 2010 Girls Soccer Team from AZ REAL West-Valley on their recent championship victory, by proclaiming May 20, 2024, as 2010 Girls Soccer Team from AZ REAL West-Valley Day.

_____
Mayor

_____
Councilmember Malone

Attest:_____
City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.d.

SUBJECT: Citizen's Water Academy Recognition

MEETING DATE: 5/20/2024

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:
This agenda item supports the following Avondale Strategic Outcome Areas:

- Community-Oriented Lifelong Learning Opportunities – Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.

- 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.

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

PURPOSE:
The 2024 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. This item is for discussion only.

BACKGROUND:
The five-session Citizen's Water Academy offered a comprehensive look at Avondale's water and wastewater systems, water portfolio, water conservation and sustainability. Participants actively engaged with the City professionals that plan, build, protect and deliver services for Avondale's vast water and wastewater infrastructure. Participants also experienced behind-the-scenes tours of Avondale's water reclamation facility, aqua-culture center, wetlands and recharge facility.

DISCUSSION:
The Avondale Citizen's Water Academy participants will be recognized for demonstration of civic engagement

through participation in the program.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for information only.

Contact person for document distribution: *Eric V. Bay, Public Works Assistant Director*

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes. The meeting minutes provide another outlet for residents to connect with the City Council.

PURPOSE:
City Council will consider a request to approve the April 29, 2024 City Council meeting minutes. The Council will take appropriate action.

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

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

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
Staff recommends City Council approve the April 29, 2024 City Council meeting minutes.

Contact person for document distribution: *Chris Pierson*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 29, 2024

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

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

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Kimberly Moon, Engineering Director; Mark Neerings, Assistant Chief Information Officer; Larry Rooney, Fire Chief; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 75 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PUBLIC HEARING – EXTRA SPACE STORAGE – APPEAL OF CONDITIONAL USE PERMIT – APPLICATION PL-23-0303

City Council were to hold a public hearing and consider an appeal by Adam Baugh of Withey Morris Baugh (on behalf of Extra Space Storage) to consider an appeal of the Planning Commission's denial of a conditional use permit to allow for a mini-storage warehouse and personal storage development. The 2.28 net-acre subject property is located at the southwest corner of Indian School Road and Osborn Road. This project was previously approved as a conditional use permit by the City Council on June 21, 2021, zoning case PL-21-0003. The previous conditional use permit has expired, and the appellant filed an application for a new conditional use permit to move forward with the development. The Planning Commission denied the application. City Council was to affirm, reverse, or modify the decision of the Planning Commission.

Mayor Weise stated the Council will be acting as a judicial body to consider an appeal of the denial of a Conditional Use Permit zoning case PL-21-0003 by the planning commission. City Council may vote to recess the hearing and go into executive session to obtain legal advice from the City Attorney. Under Arizona law, no decision will be made in executive session. After the presentation of all the evidence, Mayor and Council may take one of the following actions: reverse the decision of the planning commission and approve the Conditional Use Permit; affirm the decision denying the conditional use permit; or modify the decision of the planning commission.

Adam Baugh requested a continuance to demonstrate that the applicant has satisfied the City's legal notice requirements. Nicholle Harris, the City Attorney, stated that per city code the applicant can request a continuance and City Council may grant it through a motion to continue.

Mayor Weise expressed his disappointment in not hearing the case, acknowledging the members of the public who were in attendance.

Mr. Baugh stated the legal posting in question by the residents in attendance is a matter of centimeters. He explained the applicant has done significant neighborhood outreach as required by the City Code and received notice regarding a possible posting discrepancy a few hours prior to the meeting. He explained that there have been multiple opportunities to have that information shared; however, they do not want the project to be invalid because there is a question of the posting.

Mayor Weise moved to continue Agenda Item 2. Public Hearing - Extra Space Storage - Appeal of Conditional Use Permit - Application PL-23-0303 to a future date as determined by staff and the applicant; Council Member White seconded the motion.

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

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

Mayor Weise welcomed two members of the audience to speak.

The first member of the audience explained he represents hundreds of people within the nearby communities. He noted leaving it up to the staff has proven to be a roadblock to getting everyone organized. He requested City Council make the scheduling of the meeting a three-party decision.

The second member of the audience stated that she left a family emergency to be present at the City Council meeting. She stated the people in the audience did not receive the notice that was required. She said that it is not fair that someone else's mistake is creating a burden on her and the rest of the audience. She noted they have made numerous complaints about the signage, and it is unfair that Adam Baugh of Withey Morris Baugh (on behalf of Extra Space Storage) is given another extension. She stated a case was opened with the Attorney General's office, and an attorney was present at the council meeting. She did not want the agenda item to be continued.

3. ADJOURNMENT

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

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

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

The meeting was adjourned at 5:41 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 29th day of April 2024. I further certify that the meeting was duly called and held, and that the quorum was present.

_____ _____
Marcella Sarmiento, City Clerk Date Approved by City Council

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Annual Audit Plan Adoption

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Barbara Coppage, City Auditor

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The purpose of the Annual Audit Plan is to report the scheduled audits for the fiscal year. Audits conducted by the City Auditor provide independent and objective assurance on city programs and activities to city management and City Council. Audit services are designed to add value, improve the organizational operations, identify opportunities to minimize organizational risks, maximize efficiency and effectiveness, and strengthen public confidence and accountability.

PURPOSE:
City Council will consider a request to adopt the Annual Audit Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Preparation of the Annual Audit Plan is the responsibility of the City Auditor as established in Ordinance No. 2045-0722. The City Auditor prepares the Annual Audit Plan using a risk-based approach. The Annual Audit Plan is a report of planned audits to be completed during FY2025.

Audits that the City Auditor plans to conduct during the fiscal year are included in the Annual Audit Plan. Audits identified are based on the City Auditor's assessment of citywide risk. This proposed Annual Audit Plan was discussed and approved at the April 25, 2024, Audit Committee meeting.

DISCUSSION:
The voting members approved the Annual Audit Plan, which is presented for City Council approval. The creation of the Annual Audit Plan is authorized per Ordinance No. 2045-0722.

BUDGET IMPACT:

FY2025 budget anticipates funding the audits proposed in the Annual Audit Plan.

RECOMMENDATION:
Staff recommends City Council approve the FY2024/2025 Annual Audit Plan.

Contact person for document distribution: *Barbara Coppage*

TO: Mayor Weise,
Vice Mayor Pineda,
City Council Members

FROM: Barbara Coppage, City Auditor

DATE: May 20, 2024

RE: PROPOSED FY25 AUDIT PLAN

Purpose

City Council will consider a request to adopt the Annual Audit Plan.

The FY25 Audit Plan provides guidance to the City Auditor for work to be performed during fiscal year 2025 (July 1, 2024, through June 30, 2025). The work will be performed using internal resources and contracted third-party audit firms. In addition to the projects in the audit plan, the City Auditor administers the Integrity Line.

Background

Risk is defined as the possibility of an event occurring that will impact the achievement of an organization's objectives. The City Auditor assesses risk on a continuous basis by performing an analytical review of each of the 18 City departments, interviewing management, receiving input from other local governmental auditors, and researching risks specific to government. The City Auditor presents the results of the risk assessment to the Audit Committee annually.

Audit Plan

Based on the results of the risk assessment and input from the Audit Committee, audits are proposed to ensure risks are being mitigated appropriately. The proposed audits are prioritized by the level of risk and the amount of available audit resources. The result is the FY25 Audit Plan, which serves as the workplan for the City Auditor.

Risk Management is Everyone's Responsibility

While the City Auditor helps identify risks and performs audits to help the city effectively mitigate those risks, risk management is everyone's responsibility. The Institute of Internal Auditors describes three lines of defense that should exist within every organization, each with a different role to play. The *first line of defense* is City Management who assesses risk, implements controls, and monitors processes. The *second line of defense* comes from departments that typically provide oversight in their specialty area. The *third line of defense* is provided by internal audits, external audits, and regulatory agencies who

conduct audits and provide independent feedback. Therefore, managing risk is the responsibility of everyone.

Audit Committee Recommendation

The Council-appointed Audit Committee met on April 25, 2024, to discuss the proposed FY25 Audit Plan and the Contingent Audit Plan. The Audit Committee approved the Audit Plan to be presented to City Council for approval.

Other activities expected to be performed by the City Auditor during the fiscal year that are not included in the Audit Plan include the ongoing configuration of new audit software, auditor provided training on risk and controls, and ongoing required continuing professional education training.

Respectfully,

Barbara Coppage

City Auditor

Attached: FY24/25 Proposed Audit Plan with Contingent Audit Plan

To ensure the City Auditor can respond timely to emerging risks and issues, the Audit Plan is subject to change due to new or emerging risks or priorities, management requests, special investigations or review, or special consulting services/engagements.

FY25 Audit Plan

Audit Title	Preliminary Scope
Finance and Budget & Public Works – Water Billing and Collections	To determine whether management has complied with state, city, and established policies and procedures.
Information Technology – Active Directory	The scope of the audit will be based on the projects identified in the IT Risk Assessment or as other risks are identified.
Human Resources & Finance and Budget – Payroll Timekeeping Follow-up	To determine whether prior recommendations are implemented in accordance with management's action plan and established procedures are effective in resolving the underlying prior condition.
Human Resources – Pension Calculations and Contributions	To determine whether public safety pension calculations and contributions are adequately calculated, reported, and recorded.
Public Works – Fleet Management	To determine whether fleet management processes are in compliance with City policies and applicable laws and regulations.
Citywide – Status of Audit Recommendations	Review, assess, and report on the status of management's corrective actions taken in response to prior audit recommendations.
Citywide – TBD	Other Services Upon Request / Auditor Discretion. Scope to be determined.
Citywide – Risk Assessment	Perform the annual Citywide risk assessment and develop the annual audit plan for the upcoming year.
Integrity Line Administration	Perform Integrity Line administrative tasks and periodically update the Audit Committee.

The Contingent Audit Plan is based on available audit hours and available timing in which audits can be started.

FY25 Contingent Audit Plan

Audit Title	Preliminary Scope
Citywide – Record Retention	To determine compliance with state and local policies and procedures.
Continuous Auditing – Citywide Procurement Cards	To determine if internal controls ensure City resources are safeguarded and compliance with City policies.
Citywide – Unannounced Revenue Receipting	To determine compliance with cash and cash equivalent procedures.

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: Amendment to the Employment Agreement with the City Manager, Ron Corbin

MEETING DATE: 5/20/2024

TO: Mayor and Council

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

THROUGH: n/a

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

STRATEGIC PLAN:
None

PURPOSE:
City Council will consider a request to approve an amendment to the Employment Agreement with City Manager, Ron Corbin and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On August 22, 2022, City Council approved the Employment Agreement with Ron Corbin to serve as the City of Avondale's new City Manager with a start date of November 14, 2022.

On April 17, 2023, City Council approved the First Amendment to the Employment Agreement with Ron Corbin to revise the time frame for the City Manager's annual review to coincide with the fiscal year. With this amendment, the City Manager's annual review shall occur no later than June 30th of each year.

On May 6, 2024, City Council conducted the City Manager's annual review in Executive Session.

DISCUSSION:
The purpose of this agenda item is to amend the Employment Agreement for the City Manager, Ron Corbin (the "Agreement") to increase the base salary, add 80 hours of executive leave annually, and increase the City's deferred compensation contribution to 10%.

BUDGET IMPACT:
The compensation increase is slightly above what is included in the Tentative FY2025 budget. If the department does not sufficient savings at the end of FY2025, Finance and Budget requires the necessary authority to address the shortfall in the City Administration department by transferring vacancy savings.

RECOMMENDATION:
Staff is recommending approval of the Second Amendment to the Employment Agreement with Ron Corbin.

Contact person for document distribution: *Nicholle Harris, Andrew Mesquita, Renee Weatherless*

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RON CORBIN

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Second Amendment") is entered into as of May 20, 2023, between the City of Avondale, an Arizona municipal corporation (the "City") and Ron Corbin ("Employee" or "Corbin").

RECITALS

A. The City and Employee entered into Professional Services and Employment Agreement, Contract No. 22-276C dated August 22, 2022, as amended by that certain First Amendment dated April 17, 2023, for Employee to serve as City Manager (collectively, the "Agreement"). All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

B. The City and Employee desire to enter into this Second Amendment to revise the terms and conditions of the Employee's compensation.

AGREEMENT

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

1. Amendment. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.1. The City agrees to pay Corbin a base salary of two hundred ninety-one thousand, four hundred sixty-four dollars and thirty-two cents ($291,464.32) for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid.

2. Amendment. Section 5.3(B) of the Agreement is hereby deleted in its entirety and replaced with the following:

B. Deferred Compensation. In addition to contributions pursuant to Section 5.3(A), the City agrees to contribute on behalf of the Employee into the City's deferred compensation Section 457 and Section 401(a) account (the "Plan"), as Employee directs, an amount equal to ten percent (10%) of base annual salary pursuant to Section 5.1

(the "Contributions"). The Contributions shall be paid based on 26 pay periods in a calendar year and on the City's regular paydays as set out in the City of Avondale Payroll Calendar. Employee will determine the exact amount from the City's Contribution to be deposited into either the Section 457 or the Section 401(a) accounts. Employee shall be responsible for completing all required forms to permit the payment of deferred compensation amounts. Failure to complete such forms by Employee shall be deemed a waiver by Employee of this section. The Plan and the Contributions will conform to all applicable state and federal regulations, including but not limited to those issued by the Internal Revenue Service and the Internal Revenue Code. Employee is responsible for any tax consequences related to the City's Contributions.

3. Amendment. A new Section 5.8 is hereby added to the Agreement to read as follows:

5.8 Executive Leave. The City shall deposit 80 hours of executive leave annually into Employee's vacation bank. Employee may be compensated for unused executive leave upon termination according to the provisions of the City of Avondale Chapter Policies and Administrative Policies relating thereto.

4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Effective Dates. The Employee pay rate set forth in this Amendment is effective as of June 26, 2024.

6. Non-Default. By executing this Second Amendment, the Employee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Employee claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

EMPLOYEE:	**CITY:**
	CITY OF AVONDALE, an Arizona municipal corporation
_____	_____
Ron Corbin	Kenneth N. Weise, Mayor

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1045-0524 - Authorizing Grant Acceptance from the Arizona Department of Forestry and Fire Management for the Resilient Roots Project

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Areas:

- 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.
- 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.
- 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 provide residents with an outlet to engage in volunteer opportunities and allow the city to continue enhancing landscape designs and tree coverage while promoting environmental sustainability.

PURPOSE:
City Council will consider a request to: (a) adopt Resolution 1045-0524, accepting grant funding from the Arizona Department of Forestry and Fire Management for the Resilient Roots Project in an amount not to exceed $147,580; (b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The central goal of the Resilient Roots Project is to address and rectify the urban forestry deficiencies within Avondale's historic neighborhoods through the planting of 153 trees and 39 shrubs at city right-of-way, park and plaza sites. Beyond the environmental benefits, this green space initiative plays a pivotal role in nurturing community well-being by making shaded areas for walks, gatherings, recreation, and relaxation more

accessible through enhanced tree cover.

In a strategic effort to actively engage the community, the project also involves residents in the planting process, cultivating landscaping skills and aiming to inspire them to independently plant trees on their own properties. This heightened accessibility and community involvement collectively contribute to an overall elevation in the quality of life in the City, fostering a more profound sense of community and belonging in these areas.

DISCUSSION:

To realize Avondale's goal of 25% tree canopy cover in the City by 2030, this project focuses on specific areas within parks and plaza sites, and pedestrian corridors that currently only have between 5-9% tree canopy. This undertaking ensures equitable access of residents to benefits such as shade, enhanced air quality, expanded recreational spaces, mitigation of urban heat effects, and increased community resilience to environmental stressors such as drought and flooding.

This project has two main components: planting trees in City right-of-way sites and in parks and plaza sites. The right-of-way sites are infill projects that will address gaps in current landscaping. The six right-of-way sites will each have between two and fourteen trees installed. The six park and plaza sites will each have between three and twenty-five trees installed. The scope of work for these projects includes performing irrigation retrofit and/or installation, procuring the trees and non-tree plant materials, and performing the plant installation. After the plantings occur, monitoring, maintenance, and proper irrigation will become a priority to ensure the long-term survival of the trees and plant material.

Work will be spread over four years with the tree plantings occurring in the spring and the fall. Quarterly achievements throughout the project will include planting of the number of trees specified and hosting of community volunteer tree planting events. While the City takes the lead in project management and coordination, the active involvement of the community will be essential for the success of the tree planting events. The City will host four hands-on community tree planting events at park sites and engage 80 volunteers over the course of the events.

BUDGET IMPACT:

The funding provided by the Arizona Department of Forestry and Fire Management will require an expenditure appropriation transfer of $147,580 from grant contingency to provide expenditure authority for the grant. There is no match requirement.

RECOMMENDATION:

Staff recommends City Council to adopt a resolution authorizing the Grant Agreement with the Arizona Department of Forestry and Fire Management in an amount not to exceed $147,580 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: *Stephanie George, Katrece Swenson, Dominic DeCono*

RESOLUTION NO. 1045-0524

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A GRANT AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, RELATING TO THE ACCEPTANCE OF AN URBAN AND COMMUNITY FORESTRY GRANT FOR THE RESILIENT ROOTS PROJECT.

WHEREAS, the State of Arizona, Department of Forestry and Fire Management, has awarded the City of Avondale (the "City") an Urban and Community Forestry Grant in the amount of $147,580.00 (the "Grant") to facilitate the City's Resilient Roots Project; and

WHEREAS, the Grant funds will be used to plant 153 trees and 39 shrubs throughout Avondale's historic neighborhoods; 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 Grant Agreement with the State of Arizona, Department of Forestry and Fire Management, relating to acceptance of $147,580.00 in Urban and Community Forestry Grant (the "Agreement") 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____

Kenneth N. Weise, Mayor

ATTEST:

_____

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1045-0524

[Agreement]

See following pages.

Arizona Department of Forestry and Fire Management
Grant Agreement No. UIRA 23-105
Urban & Community Forestry 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 the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **23-DG-11030000-025,** dated **07/14/23**
The Federal Assistance Listing Number is **10.727, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

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, 2026** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Support documentation outlining project costs is required. No matching contribution 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 (federal portion) **shall not exceed $147,580.00**

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 funds and reimbursement by the United States Department of Agriculture, Forest Service.

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. 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.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

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

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

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. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from the auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes 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 grant the 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) _____ Required __X___ Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) _____ Longitude (x-coordinates) _____

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 it 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 Fiscal Contact:

Stephanie George, Grants Coordinator
sgeorge@avondaleaz.gov
623-333-2061
11465 W. Civic Center Dr. Avondale, AZ 85323

Principal Sub-grantee Programmatic Contact:

Katrece Swenson, Senior Management Analyst
kswenson@avondaleaz.gov
623-333-4473
399 E. Lower Buckeye Rd. Avondale, AZ 85323

Principal Arizona State Forestry Contact:

Alison, Faller, Urban Forestry Specialist
1110 West Washington, Suite 500
Phoenix, AZ 85007
(602) 739-9763
afaller@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:

STATE FORESTRY	SUB-GRANTEE
John Richardson **Assistant State Forester** **Arizona Department of Forestry and Fire Management** **1110 West Washington, Suite 500** **Phoenix, AZ 85007** **602-771-1420** **jrichardson@dffm.az.gov**	**Ron Corbin, City Manager** **City of Avondale** **rcorbin@avondaleaz.gov** **(623) 333-1016** **11490 W. Civic Center Dr. Avondale, AZ 85323**

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 and the U.S. Forest Service reserve 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 Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

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

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	**City of Avondale** **11490 W. Civic Center Dr.** **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: Resilient Roots Project

Profile
kswenson@avondaleaz.gov

1. Application/Project Title
Resilient Roots Project

2. Org Name
City of Avondale

3. Program/Project Congressional District (check all that apply)
7

4. Program/Project Legislative District (check all that apply)
22

5. Tree City USA (Yes/No)
Yes

6.Fitting this year's theme
The central goal of the Resilient Roots Project is to address and rectify the urban forestry deficiencies within Avondale's historic neighborhoods through the planting of 533 trees at city right-of-way, park and plaza sites. Beyond the environmental benefits, this green space initiative plays a pivotal role in nurturing community well-being by making shaded areas for walks, gatherings, recreation, and relaxation more accessible through enhanced tree cover.

In a strategic effort to actively engage the community, the project also involves residents in the planting process, cultivating landscaping skills and aiming to inspire them to independently plant trees on their own properties. This heightened accessibility and community involvement collectively contribute to an overall elevation in the quality of life in the City, fostering a more profound sense of community and belonging in these areas.

This project supports Arizona Forest Action Plan 2020's Goal 1, Object 1; Goal 1, Objective 2; Goal 2, Objective 2. While developing this project, the Climate and Economic Justice Screening Tool (CJEST) was utilized to determine the project site locations. The standard CJEST disadvantaged criteria of having more than one burden threshold and the associated socioeconomic threshold was used to categorize a location as disadvantaged. This project has site locations in four of the six disadvantaged tracts in Avondale, which are: 04013061200, 04013061401, 4013061402, 4013082208.

7. Project Need & Justification
To realize Avondale's goal of 25% tree canopy cover in the City by 2030, this project focuses on specific areas within parks and plaza sites, and pedestrian corridors that currently only have between 5-9% tree canopy. This undertaking ensures equitable access of residents to benefits such as shade, enhanced air quality, expanded recreational spaces, mitigation of urban heat effects, and increased community resilience to environmental stressors such as drought and flooding.

8. Project Outcomes
Outcome 1 - Successfully plant 533 trees, 39 shrubs, and install irrigation in six parks and plaza sites, and six right-of-way sites to ensure establishment of the plants.
Outcome 2 - Host four community tree planting events at park sites with at least 30 volunteers participating in each event.

9. Scope of Work

This project has two main components, planting trees in City right-of-way sites and in parks and plaza sites. The right-of-way sites are infill projects that will address gaps in current landscaping. The six sites in this project will each have between 2-14 trees installed. The scope of work for these projects includes performing irrigation retrofit and/or installation, procuring the trees and non-tree plant materials, and performing the plant installation. City staff will be responsible for selecting the contractor in accordance with 2 CFR 200 to perform this work and monitoring the installation. Additionally, the City will have at least one Certified Landscape Professional on-site to monitor delivery and installation of the plants.

The six park and plaza sites will each have between 30-100 trees installed. This will require a significant amount of irrigation, which will be planned and installed by a contractor and/or city irrigation technicians prior to tree installation. Two of the sites will have the trees installed by a contractor selected by the City while the other four sites will utilizing volunteers for the planting. Volunteer involvement has been included as part of the project in order to enhance the cost-effectiveness of the installations as well as to facilitate community involvement in the project. The City will ensure a at least one Certified Landscape Professional is also onsite for delivery and installations during the tree planting events at these sites.

After the plantings occur, monitoring, maintenance, and proper irrigation will become a priority to ensure the long-term survival of the trees and plant material. City staff will partner with a contractor to share in responsibility of landscape maintenance at the parks and in the right-of-way sites. More details are provided in the sustainability plan.

10. Project Timeline

The project will kick off spring 2024. Work will be spread over three years with the tree plantings occurring in the spring and the fall. Quarterly achievements throughout the project will include planting of the number of trees specified and hosting of community volunteer tree planting events.

Spring 2024
- 30 trees at Fred Campbell Park
- 14 trees on Western Ave.
- 2 trees on 5th St. & Hill Dr.

Fall 2024
- 100 trees at Mountain View Park
- 13 trees and 39 shrubs at 4th St. & Lower Buckeye Rd.
- Host one volunteer tree planting event

Spring 2025
- 100 trees at Las Ligas Park
- 8 trees on S Dysart Rd. south of Van Buren Rd.
- 4 trees on N Dysart Rd. north of Buckeye Rd.
- 12 trees on 125th Ave. & Lower Buckeye Rd.
- Host one volunteer tree planting event

Fall 2025
- 50 trees at Doc Rhodes Plaza

Spring 2026
- 100 trees Dennis DeConcini Park
- Host one volunteer tree planting event

Fall 2026
- 100 trees Alamar Park
- Host one volunteer tree planting event

11. Collaborative Elements

While the City takes the lead in project management and coordination, the active involvement of the community will be essential for the success of the tree planting events. A crucial aspect of the project is involving the residents in the neighborhoods where tree installations will occur, a task accomplished through promotion at Avondale's "Cafecitos" meetings. These monthly gatherings serve as a platform for residents in historic neighborhoods to connect with each other and city staff, presenting an ideal opportunity to promote the tree planting project, garner local support, and encourage participation. It is the goal that residents attending these meetings will also spread the word about the tree planting events to their networks and neighbors.

To broaden outreach, the City plans to collaborate with partners such as the Avondale Youth Advisory Commission, HOAs, and local schools to mobilize volunteers. Furthermore, the City will extend its promotional efforts to local faith groups and non-profits, leveraging existing community networks to aid in volunteer recruitment and event promotion.

In addition to these strategies, the City will leverage social media promotion and utilize listings on JustServe.org to connect with a wider audience, ensuring a diverse range of volunteers is involved in the initiative.

12. Results and Evaluation Plan

Evaluating the effectiveness of the tree planting project will involve a comprehensive and systematic approach. The project's success will be measured by assessing key performance indicators aligned with its objectives, including the successful implementation of irrigation retrofit and installation, number of trees planted, the long-term survival rates of planted trees and other vegetation, and community engagement through volunteer events. Specific metrics, such as the number of trees installed in City right-of-way sites (with 2 to 14 trees per site) and park and plaza sites (with 30 to 100 trees per site), will provide tangible benchmarks. Regular monitoring, both quarterly and annually, will be essential to gauge tree health, the effectiveness of irrigation systems, and community involvement.

If the specified benchmarks in the project are not reached, the project team will conduct a thorough analysis to identify the root causes and potential challenges hindering the achievement of objectives. If survival rates fall below 95%, the team will assess factors such as planting conditions, soil quality, or weather patterns that might impact tree survival and growth. In cases where irrigation retrofit and installation face challenges, a reassessment of the irrigation systems and their effectiveness will be undertaken. If community engagement levels or volunteer participation are below the goal of 30 volunteers per event, the project team will explore additional outreach strategies, community incentives, or adjustments to event planning to foster greater involvement.

Regular monitoring and trigger points for reassessment will enable the team to identify these issues promptly and implement corrective actions, ensuring a flexible and responsive management approach to enhance the project's overall success.

13. Sustainability Plan

The first step in long-term sustainability occurs before the trees are planted. The trees selected will be on the approved Arizona Department of Water Resources Phoenix Active Management Area Low-Water-Use/Drought-Tolerant Plant List. Additionally, irrigation lines will be installed for each tree prior to planting. Controlled irrigation not only allows for efficient water use, but also ensures that each tree receives an adequate and consistent water supply. This is especially crucial for the initial years after planting for the successful establishment of the trees. In general, the landscape maintenance staff will follow Arizona Municipal Water Users Association’s recommended water schedule. For new trees, watering will occur nearly every day for the first two weeks, every 4-5 days per week for the next two weeks, and then will gradually extend. During these irrigation visits, staff will also perform inspection of trees so that early detection of pest infestations, disease, or environmental stress can be addressed. Once the plants are established, the watering schedule will be determined by season, with extra water provided during unusually hot or dry weather. Other tree maintenance such as pruning, and fertilization will follow the recommendations in Avondale’s Street Tree Master Plan Maintenance Guide (attached).

Ongoing costs for irrigation and maintenance will be provided by the City. The Parks and Recreation Department will assume responsibility for the costs associated with the trees in the parks and plazas, and the Public Works Department will assume responsibility for the costs of the trees in the right-of-way sites. Both departments have already existing systems and budgets in place for management of landscaping in their respective areas.

While the primary objective is to achieve a 100% five-year survival rate for the trees, success will be recognized if a minimum of 95% of trees survive, considering factors beyond our control.

14. Project Budget Narrative and Financials
The total project budget is $690,077 with $688,000 being requested as grant share and $2,077 being included as in-kind match. An explanation of costs has been provided below.

Plant Costs ($138,000):
-$134,000 for 533 trees, assuming an average cost of $250 per tree.
-$4,000 for 39 shrubs (non-tree plant material), assuming an average cost of $100 per shrub.

Installation Costs ($48,077):
-$30,000 for 150 trees, assuming an average cost of $200 per tree for installation.
-$1,000 for 39 shrubs, assuming an average cost of $25 per shrub for installation.
-$15,000 to purchase and/or rent supplies for volunteer tree planting events. Supplies may include shovels, gloves, planting stakes, water, etc.
-$2,077 as in-kind contribution to account for 30 volunteers at four tree planting events, using $17.31 as the hourly volunteer time value.

Cost of Irrigation for Right-of-Way projects ($24,000):
-$6,000 for irrigation materials and installation for 40 trees, assuming an average cost of $150 per minor adjustment.
-$18,000 for irrigation materials and installation for 13 trees and 39 shrubs. This site no existing irrigation and will require a new water line, meter and backflow in addition to irrigation materials.

Cost of Irrigation for Park projects ($480,000):
-$480,000 for irrigation materials and installation of 480 trees at four parks, assuming an average cost of $1,000 per tree. These sites have existing irrigation but will need substantial additions.

Upload Budget Worksheet
IRA_Budget Worksheet_Avondale.pdf

Upload Letters of Partner Support (optional)

Upload Maintenance/Management Plan (optional)
Street Tree Maintenance Guide.pdf

Upload Supplemental Documentation (optional)

Average Score
83.25

# of Reviews
4

# of Denials
0

Applications: File Attachments

Upload Budget Worksheet
IRA_Budget Worksheet_Avondale.pdf

Upload Maintenance/Management Plan (optional)
Street Tree Maintenance Guide.pdf

Project: Resilient Roots Project

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**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$15,000**	**$0**	**$0**	**$15,000**
Contractual:	$673,000	$0	$2,077	**$675,077**
Other1:	$0	$0	**$0**	**$ 0**
Other2:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$688,000**	**$ 0**	**$2,077**	**$690,077**

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).

Supplies includes the purchase and/or rental of the items that will be needed to perform the community volunteer tree planting projects. These supplies may include shovels, gloves, planting stakes, water, etc. All supples purchased will be less than $5,000/unit.

Contract includes the purchase of 533 trees, 39 shrubs, and all irrigation needed for the project. The contractor will perform installation of 150 trees, 39 shrubs, and irrigation. Installation of the remaining trees will be performed by volunteers at community tree planting events. According to the U.S. Bureau of Labor Statistics Occupational Employment and Wages, May 2022 Landscaping and Groundskeeping workers in the Phoenix-Mesa-Scottsdale metropolitian area have a hourly mean wage of $ 17.31. Based on 30 volunteers at each tree planting event, an in-kind value of $2,077 has been determined.

Budget Narrative - Continued

Use this additional space to 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).

City of Avondale

Street Tree Master Plan

Maintenance Guide

Avondale

Introduction

This document was created to assist local businesses and other community members in their ongoing maintenance of trees and/or shrubs in the City of Avondale. The following information was taken from Avondale's Street Tree Master Plan. The entire Street Tree Master Plan can be accessed by following this link:

http://avondaleaz6.visioninternet.net/home/showdocument?id=422

Maintenance Guidelines

Maintenance of the public urban forest is the responsibility of the City of Avondale. Pruning of trees is the primary maintenance practice. This section contains landscaping maintenance standards of acceptable tree pruning maintenance, safety consideration, and irrigation systems. Properly designed, installed, and maintained streetscaping adds identity, character, beauty and value to our community.

The Street Tree Master Plan pruning standards reflect acceptable best management practices for pruning as published in the "American National Standards Institute (ANSI) A300 Pruning Standards" and "International Society of Arboriculture (ISA) Best Management Practices: Tree Pruning." In some cases, the City of Avondale are more restrictive than those in the publications above, given the City's goals of optimizing and enhancing the urban forest.

The main reasons for pruning trees are safety, health, and aesthetics.

- Pruning can encourage trees to develop a strong structure and reduce the likelihood of damage during severe weather.
- Pruning for safety involves removing branches that could fall and cause injury or property damage, trimming branches that interfere with lines of sight on streets or driveways, and removing branches that grow into utility lines.
- Pruning for health involves removing diseased or insect infested wood, thinning the crown to increase airflow and reduce some pest problems, and removing crossing and rubbing branches.
- Pruning for aesthetics involves enhancing the natural form and character of trees or stimulating flower production.

Health Safety Aesthetics

FIGURE 1: REASONS TO PRUNE

I. TREE MAINTENANCE SCHEDULE

Maintenance of the streetscape is the responsibility of the City of Avondale Public Works Department or the adjacent land owner. All trees shall be checked routinely for replacement or removal of unnecessary stakes and hose buffers. Nursery stakes, such as bamboo, shall be removed when the tree is planted and staked per City specifications. Contractor shall replace, at his/her cost, trees that are damaged by girdling caused by improper staking or hose buffer adjustments. All pruning shall conform to ANSI A300 Part 1 Pruning Standards.

When to prune:

- Deciduous trees should be pruned during their dormancy period, usually in the winter. Pruning during dormancy will promote a healthy spring growth.
- Spring flowering and desert trees should be pruned in May.
- Pruning Desert Trees: The pruning of desert trees shall occur as necessary but at least partial pruning twice a year to enhance a natural desert look and to keep branches from interfering with pedestrian, vehicle and bicycle traffic. Pruning that creates a pom, ball, or umbrella look, or lion tailing is prohibited. A 'partial prune' shall be required when specific limbs need to be removed, or to eliminate specific concerns. Partial pruning shall include, but not limited to: crown reductions, crown raising, eliminating visibility obstructions, and eliminating walkway obstructions.
- Never use pruning sealants, which can cause bacteria and fungus to seal in and degrade the health of the tree.
- Trees should be sparingly pruned during the summer months to prevent sunburn to trunks and other newly exposed areas.
- Cracked branches or hazardous conditions are prioritized for immediate maintenance. Low branches over street or sidewalk are to be maintained within one week of notice. All other inquiries for maintenance of non-safety related issues shall be completed within one month of notice.

II. TREE PRUNING SPECIFICATIONS

Pruning should only be done with a specific objective. It is the responsibility of the person conducting the work to be familiar with each type of pruning, its benefits, and its limitations. All pruning is to be supervised by a Certified Arborist as accredited by the ISA.

To meet the objective(s) identified for a tree, one or more of the following types of pruning may be permitted: crown cleaning, crown raising, reducing, thinning, crown reduction, weight reduction, crown restoration and young tree training. Each of these pruning types is described in further detail in ANSI A300 Standards and Best Management Practices: Tree Pruning.

How much to prune:

- No more than 25% of the trees mass should be removed during the year. Pruned trees will require more water and fertilizer due to the foliage loss, which would normally have produced plant energy.
- Topping, "poodling", lion tailing, balling, or squaring of trees is not allowed.
- All trees shall be pruned to promote structural strength and to accentuate the natural form and features of the tree.
- All trees shall be allowed to grow to their natural genetic form and size.
- Pruning shall be carried out to permit unobstructed passage to pedestrians and motor vehicles and to prevent sight restrictions near intersections. This means that branches should be maintained to a
- 8 ft. above sidewalks and 13 ft. above vehicular areas.
- Stripping of lower branches ("rising up") shall not be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote trunk caliper growth. Lower branches shall be cut off only after the tree is able to stand erect without staking or other support.
- Thinning of certain species and individual specimens may be required to prevent wind damage.
- Suckers, water sprouts, crossing and heavily laden branches shall be removed to provide less wind resistance

Young tree pruning:

Young trees should be pruned to develop good structure, including a strong and well established central leader, strong branch attachments, and adequate spacing and distribution of scaffold branches. Young tree pruning will need to occur on an ongoing basis over the first ten years after tree planting.

When pruning young trees- those three to four years old – the goal is to establish strong girth or width in a single-trunk tree. The stronger the trunk, the more apt it will be able to grow without stakes. Multi-trunk specimens, the goal is to develop three to four strong leaders.

- Leave lower branches on young trees for first three years after planting. They help nourish the trunk to make it stronger. It's acceptable to reduce branch length if clearance is needed.
- Avoid heading, also called topping. It will create a less-attractive structure and shortens life of the tree.
- Remove branches when angles are too narrow or too wide. These are weak and tend to split or break easily.

III. TYPES OF PRUNING AND WHERE TO CUT

- **Crown Cleaning:** Cleaning shall consist of pruning to remove one or more of the following non- beneficial parts: dead, diseased, and/or broken branches; also can be removal of water sprouts, crowded, weakly attached and low vigor branches from a tree's crown.

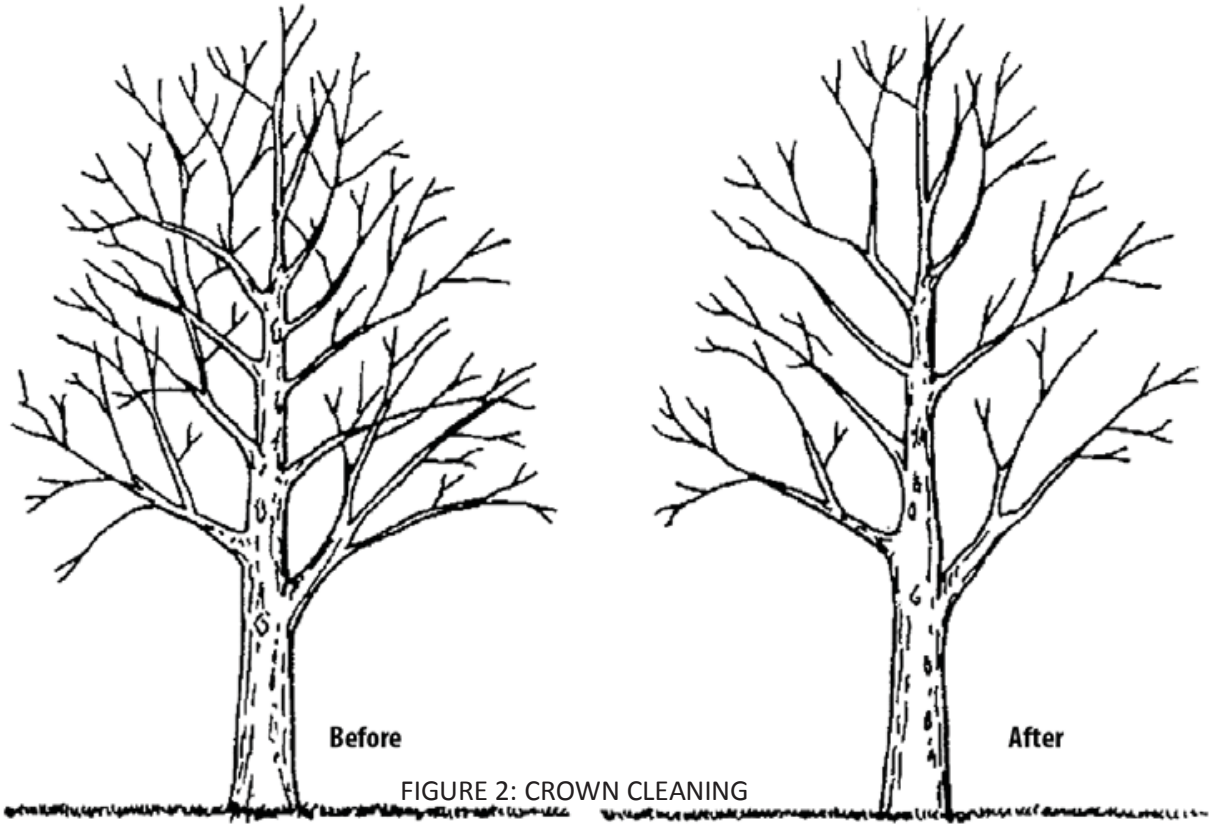


FIGURE 2: CROWN CLEANING

- **Crown Raising:** Raising shall consist of pruning to provide vertical clearance by removing the lower branches of a tree in order to provide clearance for vehicles, pedestrians, signage, and buildings. The city requires maintaining clearance standards 7 1/2 feet above the sidewalk. Consideration shall be given to the ability of a species to tolerate this type of pruning.

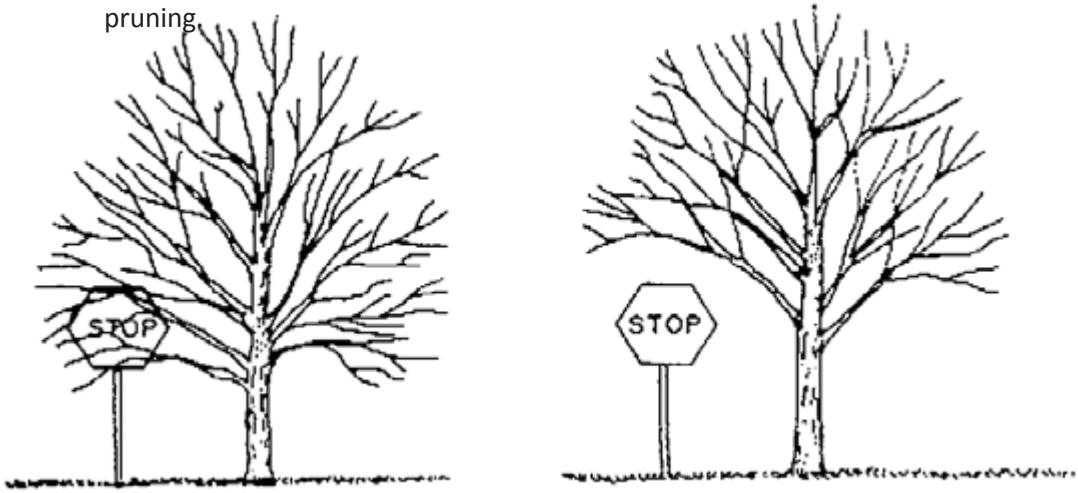


FIGURE 3: CROWN RAISING FOR SIGN CLEARANCE

FIGURE 4: CROWN RAISING SHALL RETAIN 67 PERCENT CROWN AND PRUNE 33 PERCENT

- **Reduce:** Reducing shall consist of pruning to decrease height for vertical conflicts and/or spread for adjacent conflicts such as buildings, walls, or bus shelters. Trees growing under electrical lines are cut back to the required distance as determined by the utility company.

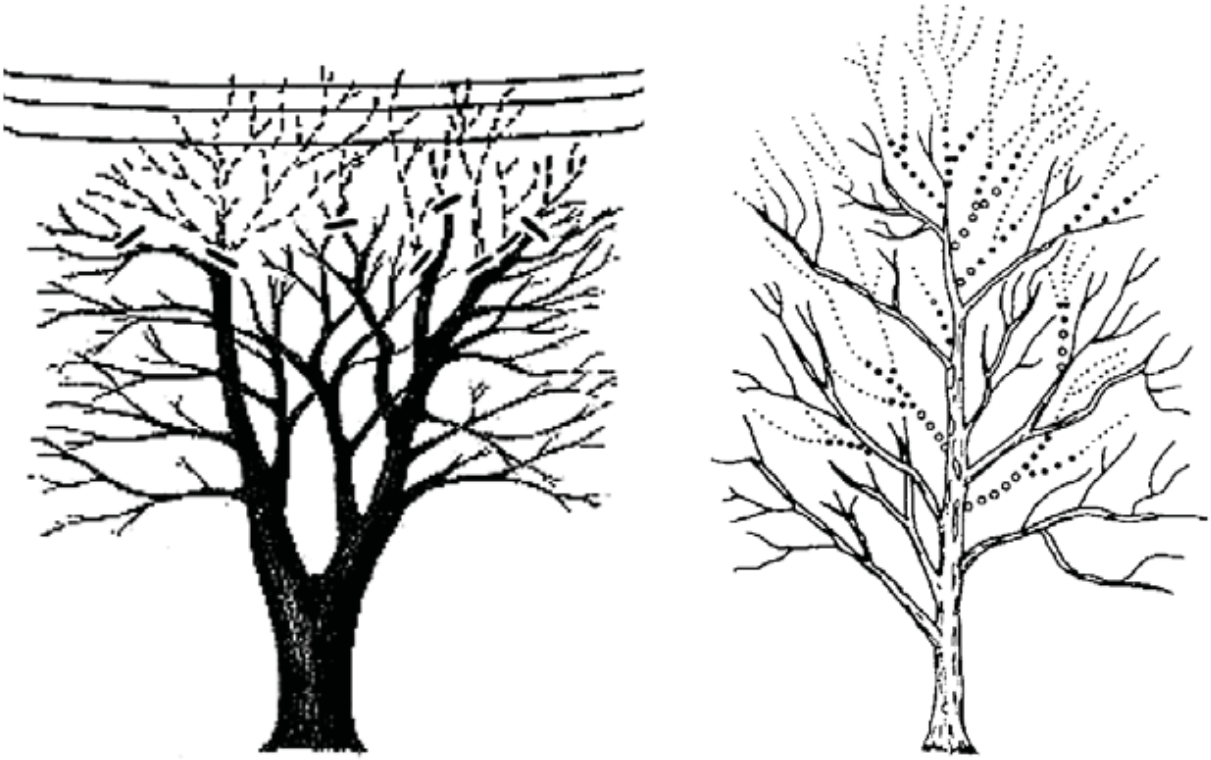


FIGURE 5: CROWN REDUCTION PRUNING UNDER UTILIT Y LINES (LEFT) OR REDUCTION IN SPREAD (RIGHT)

- **Crown Thinning:** Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual branches and throughout the crown. A properly thinned tree should look natural, balanced, and healthy. Almost like no work has been done at all.

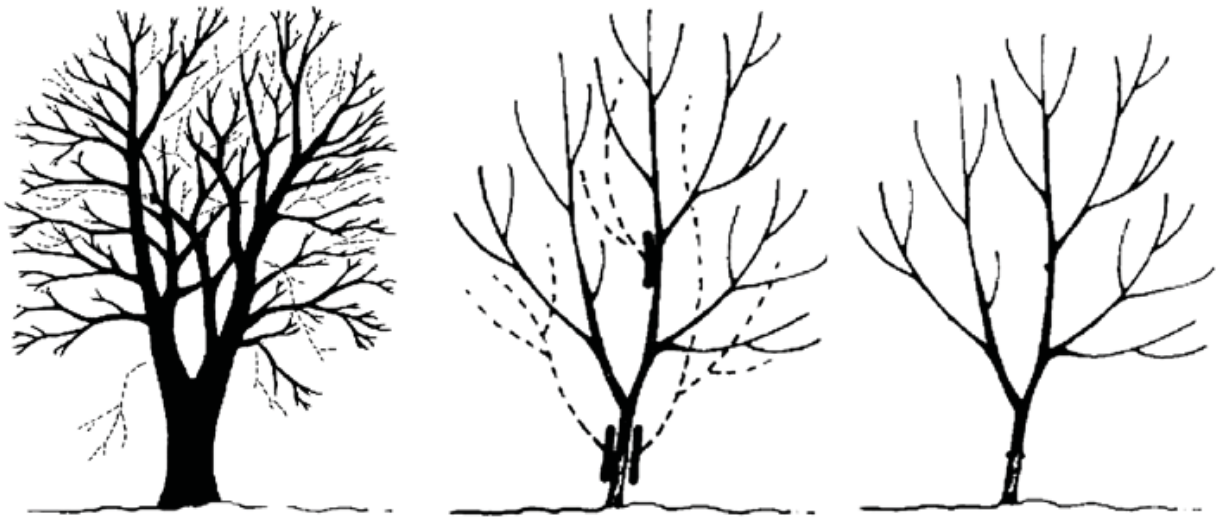


FIGURE 6: EXAMPLE STAGES OF PROPER CROWN THINNING

- **Crown Reduction:** Crown reduction is the cutting of limbs back to their point of origin or back to a lateral branch capable of sustaining the remaining limb and assuming apical dominance of the limb. Crown reduction is not the same as topping.

- **Weight reduction:** In order to reduce the likelihood of limb or trunk failure, proper pruning cuts at the end of limbs are used to reduce the weight of a limb.

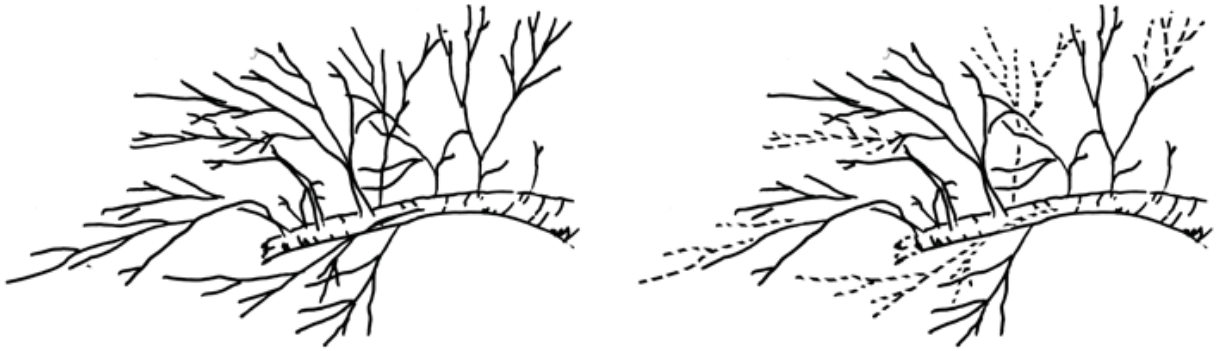


FIGURE 7: EXISTING (LEFT) AND PREFFERED REDUCTION PRUNING (RIGHT)

- **Restoration:** Crown restoration pruning is performed to improve the structure, form, and appearance of trees that have been topped, vandalized, or storm damaged. The success of restoration pruning depends on the ability of the tree to compartmentalize decay, extent and location of damage and the skill of the arborist attempting restoration. Restoring a tree to a sustainable structure usually requires a number of pruning's over a period of years. Not all trees that have been damaged are candidates for crown restoration and ***a professional tree care specialist or certified arborist should be consulted to evaluate the tree***. It may not be a possible to restructure the tree and removal and replacement may be a more viable solution.

- **Palm Pruning:** Palm trees shall be trimmed annually, May 15 through June 15, when the flower stalks have developed, but before flowering has occurred. Do not remove green leaves or prune up beyond the horizontal since this leads to bud damage, disease, or "pencil pointing" of the trunks. Palms should not look like carrots.
  - Palm pruning should be performed when fronds, fruit, or loose petioles may create a dangerous condition.
  - Live, healthy fronds above horizontal shall not be removed. Exception: Palms encroaching on electric supply lines.
  - Removing all live healthy fronds below a 45 degree angle from horizontal is not an acceptable pruning practice.

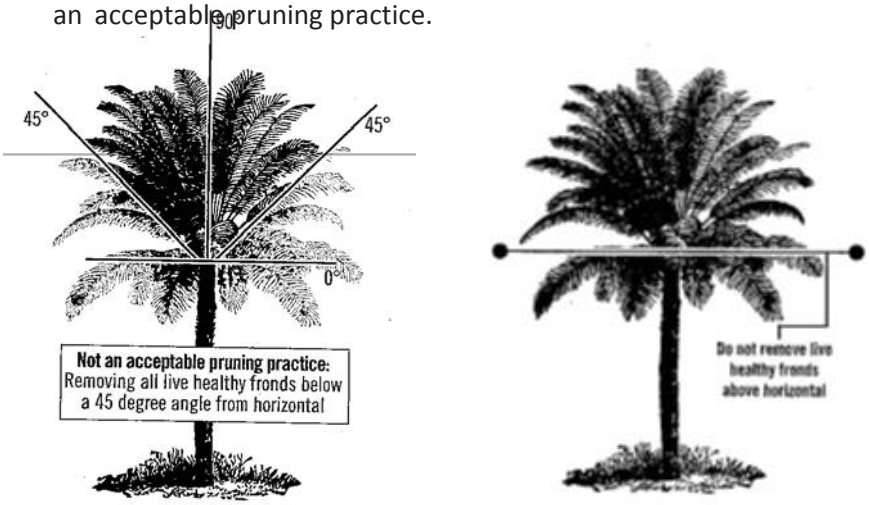


FIGURE 8: NOT ACCEPTABLE (LEFT) AND ACCEPTABLE (RIGHT) PALM PRUNING PRACTICE

III. PRUNING CUTS

Pruning cuts shall utilize the proper tools. Keeping tools well cleaned and sharpened will improve tree pruning. Tools shall also be cleaned between tree to tree pruning.

- Pruning tools shall be sharp and appropriately sized for the pruning cut.
  - Pruning shears shall be used for cuts up to ¾ inch diameter.
  - Lopping shears include long handles and can cut up to 1 ½ inch diameter branches.
  - Hand saws can be utilized for cutting branches up to 4 inches in diameter.
- Equipment that will damage the bark and cambium layer shall not be used on or in any tree. No chain saws or gas powered or electric trimming devices shall be used.
- Spikes or climbing spurs shall not be used for climbing trees during pruning operations.
- Bypass blades cross each other like those in scissors
- Pruning saws usually have curved blades with teeth that cut when you pull. Pruning saws allow for extended reach with a long handle, but they must be used carefully as it is difficult to achieve clean cuts
- Anvil type pruners are not acceptable.

Pruning cuts shall be in accordance with ANSI A300 pruning standard, and work shall be performed in accordance with the ANSI Z133.1 safety standard. Pruning shall be in accordance with *ISA's Best Management Practices: Tree Pruning. All work shall be performed under the supervision of an ISA Certified Arborist.*

Use the following guide for size of branches to be removed:

1. Under two inches in diameter – go ahead,
2. Between two and four inches in diameter – think twice, and
3. Greater than four inches in diameter – have a good reason.

Three Step Pruning Cut

The three-cut approach to pruning shall be used to prevent tearing of the bark and vascular tissue.

- Cut one-third of the way through the branch on the underside.
- Go 2-4 inches beyond the undercut to remove the branch.
- Make the final cut just outside the branch bark ridge and trunk collar.

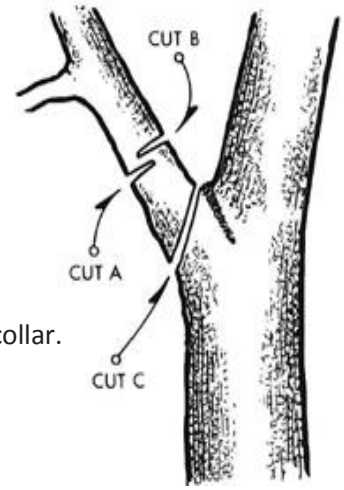
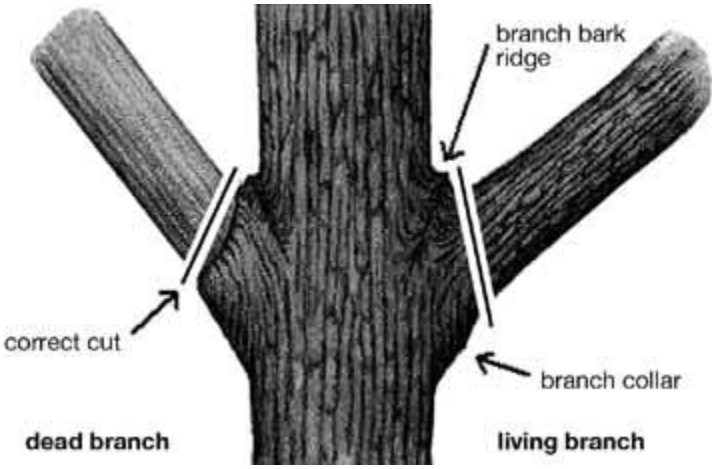
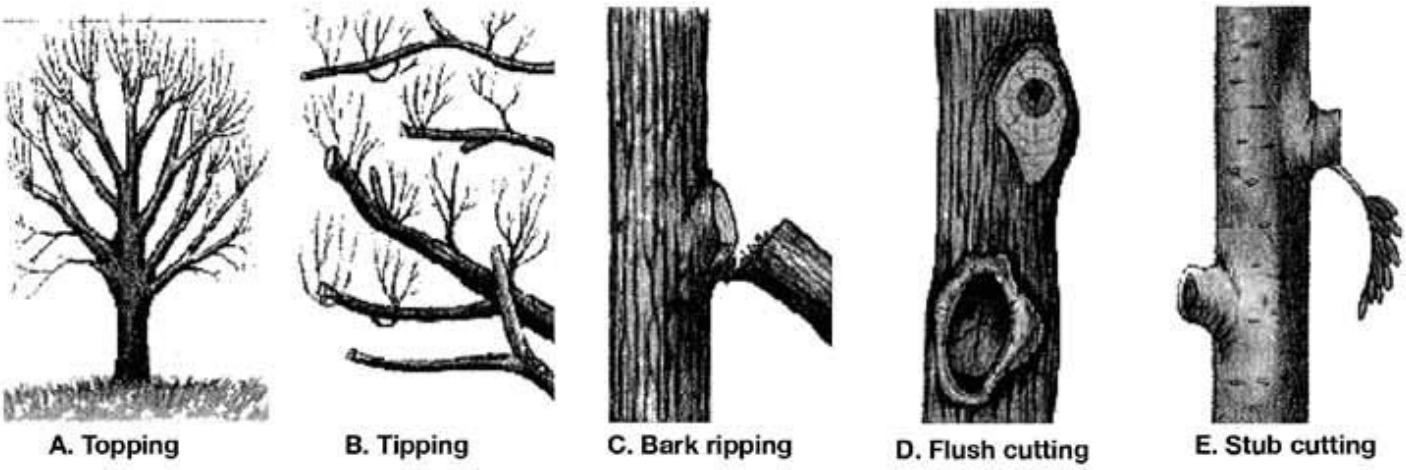


FIGURE 9: EXAMPLE OF 3-STEP PRUNING CUT





Topping, poodling, balling, squaring, and tipping are pruning practices that harm trees is not allowed. Topping is the pruning of large upright branches between **nodes** and is often done to reduce the height of a tree. Tipping is a practice of cutting lateral branches between nodes to reduce crown width or branch length. These practices result in the development of epicormic sprouts or in the death of the cut branch back to the next lateral branch below. These epicormic sprouts are weakly attached to the stem and eventually will be supported by a decaying branch. Internodal pruning and leaving branch stubs are not permitted.

FIGURE 10: EXAMPLE OF TIPPING

FIGURE 11: EXAMPLE OF TOPPING

Improper pruning cuts cause unnecessary injury and bark ripping. Flush cuts can injure stem tissues and can result in decay. Stub cuts delay wound closure and can provide entry to canker fungi that kill the **cambium**, delaying or preventing wound-wood formation. It is important that the safety of the tree be evaluated by a professional arborist before any pruning is attempted on a tree. There may be structural defects that will endanger property and the people who use the area as well as the worker who attempts to prune the tree.

- Flush cuts are not permitted.
- Lions tailing is not permitted. Lions tailing is the improper practice of removing all or most secondary and tertiary branches from the interior portion of the crown, leaving most live foliage at the edge of the canopy.

AMOUNT OF PRUNING
No more than 25% of the crown shall be removed within an annual growing season.

FIGURE 12: EXAMPLE OVER-PRUNING: NO MORE THAN 25% OF CROWN SHALL BE REMOVED

IV. FERTILIZATION

- Fertilizing if needed, shall be performed to the ANSI A300 (Part2),-2004, Fertilziliation Standards and the companion BMP publication.
- Trees from desert regions: unnecessary to add fertilizer to the backfill nor ongoing.
- Non -native trees shall be fertilized annually, in the spring, with a complete fertilizer. Fertilization of mature trees shall be required only if the tree show a definite need for fertilization.
- Apply nitrogen fertilizer ONLY if diagnosis by an arborist indicates that is necessary. Fertilizer shall be applied around the tree, approximately halfway between the trunk and the dripline, at the rate of one–half pound of nitrogen per inch of trunk diameter measured at four feet above the soil surface.
- All trees shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year.

V. WATERING

The watering of existing and new trees shall follow these landscape guidelines. Periods of extreme heat, wind or drought may require additional application of water beyond the amounts recommended in these specifications. The method and amount that is applied may vary depending upon soil composition, heat, wind, nearby competition such as turf or ground cover, periods of abnormal rainfall or in poorly drained soils. Trees shall be checked monthly to ensure they are receiving the proper amount of water and more often during the summer months.

All woody plants respond best to long, deep soaks that wet the entire root zone, and there should be enough time between the soaks for the soil to dry out slightly.

Conduct a soil moisture test within 30 minutes after watering to check moisture depth. Insert a metal rod or similar instrument into the soil near the drip line of the plant. This will indicate if watering schedule; frequency is adequate or needs adjustment. It is best to water long and deep rather than shallow watering for short intervals.

Water requirements should be calculated based upon tree size, tree type, weather and microclimates. In the low desert, the irrigation schedule guidelines from the Arizona Municipal Water Users Association shall be followed whenever possible.

Landscape Watering Guidelines

How Much & How Often		Seasonal Frequency – Days Between Waterings				Water This Deeply
		Spring Mar – May	Summer May – Oct.	Fall Oct. – Dec.	Winter Dec. – Mar.	
Trees	Desert Adapted	14 – 30 days	7 – 21 days	14 – 30 days	30 - 60 days	24 – 36inches
	High Water Use	7 – 12 days	7 - 10 days	7 - 12 days	14 - 30 days	24 – 36 inches
Shrubs	Desert Adapted	14 - 30 days	7 - 21 days	14 - 30 days	30 - 45 days	18 - 24 inches
	High Water Use	7 – 10 days	5 – 7 days	7 – 10 days	10 - 14 days	18 – 24 inches
Groundcovers & Vines	Desert Adapted	14 - 30 days	7 -21 days	14 - 30 days	21 - 45 days	8 – 12 inches
	High Water Use	7 – 10 days	2 – 5 days	7 – 10 days	10 - 14 days	8 – 12 inches
Cacti & Succulents		21 - 45 days	14 - 30 days	21 - 45 days	If needed	8 – 12 inches
Annuals		3 – 7 days	2 – 5 days	3 – 7 days	5 –10 days	8 – 12 inches
Warm Season Grass (Bermuda, etc.)		4 – 14 days	3 – 6 days	6 - 21 days	15 - 30 days	6 – 10 inches
Cool Season Grass (Rye, Fescue)		3 – 7 days	None	3 – 10 days	7 – 14 days	6 – 10 inches

These guidelines are for established plants (1 year for shrubs, 3 years for trees). Additional water is needed for new plantings or unusually hot or dry weather. Less water is needed during cool or rainy weather.
Drip run times are typically 2 hours or more for each watering

Refer to Arizona Municipal Water Users Association's Guidelines for Landscape Drip Irrigation Systems for Estimate Requirements for Phoenix, Arizona. www.amwua.org and the "Landscape Watering by the Numbers Guide."

Resources

ANSI A300 (Part 1)-2008 Pruning: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices Pruning (Revision of ANSI 300 (Part 1)- 2001. American National Standards Institute, Washington D.C.

ANSI A300 (Part 2) -2011 Soil Management – a. Modification b. Fertilization, and c. Drainage (Revision of ANSI A300 (Part 2)-2004 Fertilization. American National Standards Institute, Washington D.C.

ANSI Z133.1 -2006. Standards for Arboricultural Operations: Safety Requirements. American National Standards Institute, Washington, D.C.

Best Management Practices: Tree Pruning.2002. Gilman, E. and S. Lilly. International Society of Arboriculture. Champion, Ill.

Shigo, A. 1991. Modern arboriculture. Durham, NH: Shigo & Trees, Associates.

Shigo, A. 1989. Tree pruning: a worldwide photo guide. Durham, NH: Shigo & Trees, Associates.

Trees are good, © 2007 International Society of Arboriculture

Profile: kswenson@avondaleaz.gov

Applicant Information

Tell us about you.

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kswenson@avondaleaz.gov

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Katrece

Last name
Swenson

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Title
Senior Management Analyst

Company
City of Avondale

Company Website
avondaleaz.gov

City
Avondale

State
Arizona

Organization Information

Tell us about your organization.

Organization Name
City of Avondale

Employer Identification Number (EIN)
86-6000233

UEI
GDTNM5BLN9Y4

Authorized Representative
Ron Corbin

Business/Finance Representative
Stephanie George

Organization Address

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11465 W Civic Center Dr

Address 2

City
Avondale

State
Arizona

County
Maricopa

Congressional District/Region
Congressional District 7

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Authorized Representative (if different from above)

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Name
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Title
Grants Coordinator

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623-333-2061

Attachment B
(Cover Sheet)

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

Project: UCFIRA 23-105 - Resilient Roots Project, Avondale

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
Travel:	$0	$0	$0	$ 0
Equipment:	$0	$0	$0	$ 0
Supplies:	**$1,830**	$0	$0	**$1,830**
Contractual:	**$145,750**	$0	$0	**$145,750**
Other1:	$0	$0	$0	$ 0
Other2:	$0	$0	$0	$ 0
TOTAL:	**$147,580**	**$ 0**	**$ 0**	**$147,580**

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).

Supplies ($1,830)

- Purchase of the items that will be needed to perform the community volunteer tree planting projects ($1,830):
  - 15 Shovels x $40 = $600
  - 100 pairs of gardening gloves x $4 = $400
  - 240 planting stakes x $1 = $240
  - Landscaping cord for 80 trees = $150
  - 4 spray paint cans x $10 = $40
  - 80 cubic feet of soil x $5 =$400

Contractual ($145,750)

Plant Costs, *purchased via contractor* ($42,150):

- 153 trees x ~$250 (24 in. box)= $38,250
- 39 shrubs x $100=$3,900

Plant Installation Costs ($15,600):

- 73 trees x ~$200 per tree for installation labor ($14,600)
  - *Note: Remaining trees planted through volunteer events*
- 39 shrubs x ~$25.64 per shrub for installation ($1,000)

Irrigation ($88,000)

- Right-of-Way projects ($28,000):
  - $10,000 for irrigation materials and installation for 40 trees, assuming an average cost of $250 per minor adjustment.
  - $18,000 for irrigation materials and installation for 13 trees and 39 shrubs. This site has no existing irrigation and will require a new water line, meter and backflow in addition to irrigation materials and labor costs.

- Park projects ($60,000):
  - $60,000 for irrigation materials and installation to support 100 trees at four parks, assuming an average cost of approximately $600 per tree. These sites have existing irrigation but will need additions. These additions may include new water lines, meters and backflow in addition to irrigation materials and labor costs.

Revised Timeline and Measurable Objectives for 2024-2026 IRA
Project Title: Resilient Roots Project
Name of Applicant: City of Avondale

Revised Timeline

Quarter	Tasks Completed
April-June 2024	● Develop scope of work for RFP
July-September 2024	● Select contractor(s) from RFP ● Execute RFP ● Participate in the ADEQ Grantee Showcase
October-December 2024	● Perform installation of the following (including irrigation): ○ 12 trees at Fred Campbell Park (CJEST Tract: 04013061200) ○ 14 trees on Western Ave. (CJEST Tracts: 04013061200 and 04013061401) ○ 2 trees on 5th St. & Hill Dr. (CJEST Tract: 04013061200)

Quarter	Tasks Completed
January-March 2025	● Plan for and promote volunteer event occurring in Quarter 2
April-June 2025	● Perform installation of the following (including irrigation): ○ 20 trees at Las Ligas Park (CJEST Tract: 04013082208) ○ 8 trees on S Dysart Rd. south of Van Buren Rd (CJEST Tract: 04013061200) ○ 4 trees on N Dysart Rd. north of Buckeye Rd. (CJEST Tract: 04013061200) ○ 12 trees on 125th Ave. & Lower Buckeye Rd. (CJEST Tract: 04013082208) ● Host one volunteer tree planting event
July-September 2025	● Plan for and promote volunteer event occurring in Quarter 4 ● Participate in the DFFM Grantee Showcase
October-December 2025	● Perform installation of the following (including irrigation): ○ 15 trees at Mountain View Park (CJEST Tract: 04013061402) ○ 13 trees and 39 shrubs at 4th St. & Lower Buckeye Rd. (CJEST Tract: 04013061402) ● Host one volunteer tree planting event

Quarter	Tasks Completed
January-March 2026	● Plan for and promote volunteer tree planting event occurring in Q2
April-June 2026	● Perform installation of the following (including irrigation): ○ 20 trees at Dessie Lorenz Plaza (CJEST Tract: 04013061401) ● Host one volunteer tree planting event
July-September 2026	● Participate in the DFFM Grantee Showcase

October-December 2026	● Perform installations of the following: ○ 5 trees at Doc Rhodes Plaza (CJEST Tract: 04013061200) ○ 3 trees at Sernas Plaza (CJEST Tract: 04013061401) ○ 25 trees at Alamar Park (CJEST Tract: 04013082208) ● Host one volunteer tree planting event

List of Anticipated Outcomes/Measurable Objectives

The following are overall outcomes for the four-year project.

- Plant **100** trees and install associated irrigation in six parks and plaza sites.
- Plant **53** trees, and install associated irrigation in six right-of-way sites
- Plant **39** shrubs, and install associated irrigation in six right-of-way sites.
- Host **four** hands-on community tree planting events at park sites and **engage 80 volunteers** over the course of the events.
- Publish **one** press release at the start of the project and **one** press release at the conclusion of the project.
- Share at least **eight** social media posts on the City's social media accounts promoting the community tree planting events.

ATTACHMENT C
General Provisions

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 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.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

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.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

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.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

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.

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 noncancelable 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.

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.

ARBITRATION

To the extent required by A.R.S. §12-1518, 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.

SUSPENSION OR DEBARMENT

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 Subgrantee, 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.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants Regarding

Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
(b) Collecting a certification from that person
(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate 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

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 7205964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS**.** No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This

provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2 CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2 CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

   (i) Associated with performance under this award; or

   (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

   (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

   (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

   (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

   (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

   (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

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.

GOVERNING LAW

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

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.

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 (paystubs), 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.
    - 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.
    - 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-grantee'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		ACTUAL				
Project Objectives	**Total Project Goal**	**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 %:** - Select % -

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

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying
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 any agency, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned 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 subrecipients 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.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED *(MM-DD-YYYY)*

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1046-0524 - Intergovernmental Agreement with the State of Arizona for the Cellular Communications and CCTV Camera Project

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:
City Council will consider a request to adopt Resolution 1046-0524, authorizing an Intergovernmental Agreement with the State of Arizona for the Cellular Communications and CCTV Camera Project 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 has been working to establish fiber optic communications (FOC) to all City traffic signals, but there are about 11 signalized intersections that do not have current plans to extend FOC to. The City submitted, and was awarded, Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governmments (MAG) to purchase and install cellular communications to those locations. The project will also purchase and install closed circuit television (CCTV) cameras to those same locations.

DISCUSSION:
Through an Arizona Department of Transportation (ADOT) bid process, a bidder will win the contract to purchase the cellular and CCTV components. The City will reimburse the winning bidder for the components. City staff will do all project component installation.

The original budget had a contractor construction component coupled with the procurement component. After discussions with ADOT, the contractor construction component was removed and the project became a procurement project with City staff doing the installation. This kept the project within its original budget. The change requires a Transportation Improvement Program (TIP) amendment which is scheduled for discussion

and approval by the MAG Regional Council on May 22, 2024.

BUDGET IMPACT:
The project is Fiscal Year 2025 funding. The City match is accounted for in the City budget.

Total project funding (Federal & Local Match): $426,447
Federal funding: $350,275
City Match: $76,172
With the removal of the Contractor Construction, the City match is estimated to be reduced to $51,172.

RECOMMENDATION:
Staff recommends City Council adopt a Resolution authorizing an Intergovernmental Agreement with the State of Arizona for the Cellular Communications and CCTV Camera Project and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: *Ward Stanford*

RESOLUTION NO. 1046-0524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO INSTALLATION OF COMMUNICATIONS EQUIPMENT AND CLOSED CIRCUIT CAMERAS AT SIGNALIZED INTERSECTIONS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, to provide the City with $350,275.00 in Federal Highway Administration funding (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 and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1046-0524

[Agreement]

See following pages.

ADOT CAR No.: IGA 23-0009528-I
AG Contract No.: P0012023002188
Project Location/Name: Citywide - City of Avondale
Type of Work: Cellular Communications & CCTV Cameras
Federal-aid No.: CMAQ-AVN-0(228)T
ADOT Project No.: T0520 01D/01X
TIP/STIP No.: AVN25-260D, AVN25-260D1, AVN25-260C, AVN25-260C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the " City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The purpose of this Agreement is to establish each Party's responsibilities. With the aid and consent of the State and the Federal Highway Administration (FHWA), the Local Agency will utilize the State's Procurement Process and ADOT Procurement contract(s), to enter into a contract with an authorized supplier who will provide the equipment as outlined in the contract and approved plans to complete this project. The Local Agency will purchase cellular communications equipment and Closed Circuit Television (CCTV) cameras for approximately 11 signalized intersections, (the "Project" or "Equipment"). The City will receive and install the Equipment at its own cost. The Project cost, shown in Exhibit A, is estimated at $401,447, which includes federal aid and the Local Agency's match. The Local

Agency will be reimbursed an amount not to exceed $350,275 for eligible costs incurred as detailed below.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.

    b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Government (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

    a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

    b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's initial Project Development Administration (PDA) costs, estimated at $30,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

    c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.

d. After receipt of the Local's PDA and funding is authorized, the State will send a Notice to Proceed letter ("NTP") and ADOT Procurement will coordinate with the Local Agency and solicit and enter into a contract(s) with authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the Local Agency for final acceptance and to bill the Local Agency directly. The Local Agency will then enter into such contract(s) with such authorized supplier(s) for the purchase of the Equipment.

e. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Equipment, reimburse the Local Agency for eligible costs incurred not to exceed 80% of the federal-aid amount programmed for the Project, less the Local Agency's applicable pro-rata match, as depicted in Exhibit A. After completion of final inspection, and within 30 days of receipt, review, and approval of the final invoice and documentation from the Local Agency, reimburse the Local Agency with the remaining federal-aid approved and programmed, as depicted in Exhibit A, for this Project not to exceed $350,275.

f. After notification of receipt of Equipment and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the Local Agency provide documentation stating where each serial number will be installed.

g. After notification of Project completion from the Local Agency, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.

h. Reserve the right to de-obligate federal funds should the Project go six months or more without being charged to.

i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at $30,000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA costs of the Project, within 30 days of receipt of an invoice.

c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

d. Utilize the State's Procurement Process and the ADOT Procurement contract(s) developed and entered into for this Project. Issue a purchase order to the authorized supplier and install the Equipment acquired under this Agreement.

e. Have 365 calendar days from award of contract to order the Equipment.

f. Notify the State when the Equipment is received, State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.

g. Make all payments directly to the vendor, and be responsible for all costs incurred for the purchase of the Equipment subject to reimbursement by the State as provided herein.

h. Within 30 days after payment for the Equipment, submit an invoice, on ADOT's Progress Payment Report Form, Exhibit B, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the Local Agency for the purchase of the Equipment, less the Local Agency's applicable pro-rata match, not to exceed 80% of $350,275, the total amount of federal-aid programmed for the Project and as depicted in Exhibit A. Any costs incurred prior to the date of the official NTP will not be eligible for reimbursement.

i. Be responsible for the cost of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs.

j. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.

k. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State. After completion of final inspection, invoice the State, on the Progress Payment Report Form, Exhibit B, for the remaining federal funds programmed as depicted in Exhibit A for this Project for a total not to exceed $350,275.

l. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

m. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities

for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Programmed Federal Funds. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or

otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF AVONDALE

By _____ Date_____
KENNETH WEISE
Mayor

ATTEST:

By _____ Date_____
MARCELLA SARMIENTO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Avondale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-575 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
NICHOLLE HARRIS
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date_____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023002188 (ADOT IGA 23-0009528-I), an Agreement between public agencies, the State of Arizona and the City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0520 01D/01X

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:	
Local Agency's costs @ 100%	$ 30,000
Procurement:	
Federal-aid funds @ 94.3%	$ 350,275
Local Agency's match @ 5.7%	21,172
Subtotal – Procurement	**$ 371,447**
Estimated TOTAL Project Cost*	**$ 401,447**
Total Estimated Local Agency Funds	**$ 51,172**
Total Federal Funds	**$ 350,275**

* (Includes 18% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ARIZONA DEPARTMENT OF TRANSPORTATION
PAYMENT REPORT

ADOT Project Number:	T0520	**Program Phase:**		**Federal Aid #:**	CMAQ-AVN-0(228)T
Payment Report Number:		**Billing Period:**		**TIP ID #:**	AVN25-260D, AVN25-260D1, AVN25-260C, AVN25-260C
JPA/IGA Number:	IGA 23-0009528-I	**Final Payment:** ☐ Check		**Progress Payment:**	☐ Check
Contract Amount:		**Progress %:**		**Project End Date:**	
Vendor ID:		**GAE Number:**			
Name of Project:	Citywide - City Of Avondale				
Vendor (Sponsor):	Attn: Ward Stanford				
REMIT PAYMENT TO (Address):	City of Avondale, 11465 W. Civic Center Dr, Ste 120, Avondale, AZ 85323				

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Previous Cumulative Amount	Current Request (Federal Share)	In-Kind (Local Share)	Cumulative Amount
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
Totals		$ 0.00	$ 0.00	$ 0.00	$ 0.00

I am signing to confirm and certify that the above referenced project is considered to be complete and accepted as Final, in accordance with FHWA requirements. All vendors have been paid in full.

Submitted By: _____
Project Sponsor Date

Approved By: _____
ADOT Project Manager Date

Approved By: _____
Date

Comments:

Accumulative Federal Amount: $ 0.00

Accumulative Local Amount $ 0.00

Project Accumulative Amount $ 0.00

Accumaltive Local NFA Amounts reported $ 0.00

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1047-0524 - Administrative Change Order No. 1 to the Intergovernmental Agreement with Maricopa County Human Services Department for the Family Bridge Housing Project

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Deputy 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:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. This agreement will serve to establish safe and healthy housing with support services for Avondale families experiencing homelessness.

PURPOSE:
City Council will consider a request to: (a) adopt Resolution 1047-0524, approving an Administrative Change Order to the Intergovernmental Agreement with Maricopa County Human Services Department for $1,700,000 toward the development of bridge housing for families in Avondale; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On July 5, 2021, City Council approved $650k in funding for the development of a Family Bridge Housing project with four (4) to five (5) two-bedroom, single family units. On December 7, 2021, the City entered into an agreement with a Design-Build General Contractor selected by competitive process for the design and construction of three (3) Bridge Housing units. The budget for the project was increased by City Council for the Fiscal Year 2023 budget to a total of $750,000. On August 24, 2022, the project was paused due to supply chain difficulties, rising construction costs and contractor performance, leaving a project budget of $640,000.

In October 2022, the Maricopa County Human Services Division approached Neighborhood and Family Services with funding available for development of shelter, including bridge housing. There are currently no shelter options for families with minor children in Avondale or the West Valley.

On April 4, 2023, City Council approved Resolution 1016-0423 and entered an Intergovernmental Agreement with Maricopa County Human Services Department for $1,700,000 for the design and construction of six (6)

units of low-barrier bridge shelter for families, serving up to 10 families annually.

DISCUSSION:
Under the terms of the original agreement, the anticipated completion timeline was 18–24 months after execution of the award. Delays in the procurement resulted in the need for this administrative change in order to update the project schedule.

BUDGET IMPACT:
There is no budgetary impact.

RECOMMENDATION:
Staff recommend that City Council: (a) adopt a Resolution approving an Administrative Change Order to the Intergovernmental Agreement with Maricopa County Human Services Department for $1,700,000 toward the development of bridge housing for families in Avondale; and (b) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Brian Planty*

ORIGINAL AGREEMENT
ADOPTED ON APRIL 3, 2023

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF AVONDALE

Agreement Number: C-22-23-078-X-00
Agreement Amount: $1,700,000
Agreement Start Date: April 12, 2023
Agreement Termination Date: June 30, 2026
ALN; 21.027 American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery
Unique Entity ID: GDTNM5BLN9Y4

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Avondale ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department ("Department"). The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement housing availability will be expanded by 6 units of low-barrier bridge shelter for families experiencing homelessness. The County shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (ARPA) Funds for construction of these units in Avondale. The execution of this project shall provide shelter for approximately 10 families annually.

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement is from April 12, 2023 through June 30, 2026.

3.2 This Agreement may be extended, up to two years, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement and the extension is contained in an Amendment as provided in Section 4.0 below.

3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 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 will be effective upon approval and fully execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

The County shall provide the Subrecipient with $1,700,000 ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient 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 Subrecipient fully informed as to the availability of funds.

7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality of competent jurisdiction other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the County shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 <u>The Subrecipient shall:</u>

- 8.1.1 Provide additional bridge housing for families experiencing homelessness, by implementing any of the following:
  - 8.1.1.1 Building construction;
  - 8.1.1.2 Seek qualified design and construction teams to provide applicable construction and/or design services;
- 8.1.2 Complete the project description in Exhibit A, Statement of Work.

8.1.3 Ensure Subrecipient's and any subcontractors' compliance with federal, state, and County requirements as they relate to the federal ARPA Coronavirus State and Local Fiscal Recovery Fund requirements.

8.1.4 Ensure Subrecipient and any of their subcontractors' comply with laws, rules, and regulations regarding public improvements and state and local zoning, fire, environmental, health, and safety standards and regulations.

8.1.5 Establish use restrictions for a minimum of 10 years that the shelter/building/property will be used to shelter persons experiencing homelessness. The use restrictions shall state that the City has the option after ten years of service to convert the shelter/building/property to an alternative use, such as the development of affordable housing, or may sell property and use the sale proceeds to invest in replacement temporary shelter beds.

8.1.6 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement

8.1.7 Complete Quarterly Reports that contain the following information:

8.1.7.1 Status and updates on project timelines;

8.1.7.2 Current quarter expenditures;

8.1.7.3 Anticipated delays or issues;

8.1.7.4 Any recent significant disruptions or issues;

8.1.7.5 Other information the Department should be aware of;

8.1.7.6 Quarterly Reports will be due no later than 30 days after the end of the reporting quarter.

8.1.8 Complete the following reports on a 6 month basis after execution of the Agreement: Continuum of Care Annual Performance Report (COC APR), Homeless Management Information System (HMIS) for services provided at the shelter through the extent of the use restriction period listed in 8.1.6 Annual COC APR for both Fiscal and calendar year.

8.2 <u>The County shall:</u>

8.2.1 Review invoiced costs related to acquisition/construction/rehab of building and all other costs associated with this project on a monthly basis.

8.2.2 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.

9.0 COMPENSATION

9.1 Subrecipient shall submit monthly invoices to the County:

9.1.1 for all invoiced costs related to construction of the building for this project.

9.1.2 Initial expenditures must begin within first year of contract. And in the event initial spending does not begin within the first year, the County will consider the project on-hold, and written consent from the County will be required to resume spending and project progress.

9.2 The Agreement is on a cost reimbursement basis.

9.3 The County shall reimburse the Subrecipient on a net 0 payments standard.

9.4 Final Reimbursement Upon Agreement Termination

9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.

9.4.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

9.4.3 If the termination date is between June 10, and June 30, then the final reimbursement request shall be submitted by July 10th.

9.4.4 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

10.0 METHOD OF PAYMENT

10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.

10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

11.1 The cost principles set forth in the Code of Federal Regulations ("C.F.R."), 2 C.F.R. Part 200 Subpart E, including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. Part 200.

11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E, shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

12.0 TERMINATION

12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party 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. Additionally, pursuant to A.R.S. § 38-511, either Party 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 one Party from the 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.

12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.

12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

12.4 The Parties may terminate this Agreement for convenience upon 30 days' prior written notice. 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.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
City of Avondale
Neighborhood and Family Services
Brian Planty, Homeless Services Mgr
(623) 333-2783
bplanty@avondaleaz.gov
995 E. Riley Drive
Avondale, AZ 85323

Maricopa County
Human Services Department
TJ Reed, Homelessness Programs MGR
(602) 317-7056
TJ.Reed@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

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

14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient 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 shall indemnify, defend and hold harmless the County with respect to the foregoing.

14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue 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 Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.

15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.

15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

16.1 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 Subrecipient 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.

16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient.

16.3 Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

17.1 Except as otherwise 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, but 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.

17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.

17.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.

17.4 The Department Director shall provide the Subrecipient 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.

17.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.

17.6 In the event the Subrecipient disagrees with the Director's decision, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

Any provision of this Agreement is determined to be invalid, void, or illegal by a court that determination 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 Subrecipient'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 both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is 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 Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in - compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

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

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

22.0 PROPERTY

22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.

22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

23.0 LIMITATION ON LIABILITY

23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 26 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrepipient shall provide the County with a Certificate of Self-Insurance equal to:

General Aggregate	$3,000,000
Each Occurrence Limit	$1,000,000

26.0 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 the Agreement. The provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient 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 Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

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

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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.

30.2 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 Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense related to any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

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

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it 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.

34.0 RIGHTS IN DATA

The Parties shall each 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 to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

35.0 COPYRIGHTS

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

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Housing and Urban Development and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

36.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:

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
36.2.15 Audit Requirements 2 C.F.R. §§ 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award 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. The Subrecipient's failure to notify the County of

any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.

37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its 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 COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities 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 Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

The Subrecipient 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.

42.0 EQUAL EMPLOYMENT OPPORTUNITY

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, 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.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

42.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees 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.*

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish 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 the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

45.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.

45.2 The Subrecipient shall retain all records relevant to this Agreement for 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, and 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.

46.0 ADEQUACY OF RECORDS

If the Subrecipient'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 as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 **Federal Immigration and Nationality Act**

47.1.1 The Subrecipient understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to

permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

47.1.2 By entering into this Agreement, the Subrecipient 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 Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient 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.

47.1.3 The County may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its 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 the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

47.2 **Arizona Law**: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 That the Subrecipient and their respective 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;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the non-breaching Party may immediately terminate this Agreement without liability; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the the Subrecipient or their respective Vendor employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a 3-year period preceding the Start Date of 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) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

49.1.3 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 49.1.2 above; and

49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program 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;

50.2 The Subrecipient shall inform its 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 Subrecipient and copies provided to County upon request; and

50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold ($250,000 as of June 2021).

51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

52.0 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.

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

53.3 Failure to comply with the requirements of this Agreement and all the 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, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

53.3.1 Non-performance of any obligations required by this Agreement.

53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

53.3.3 Unauthorized expenditure of funds.

53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq*.

53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrepipient shall, without intent to limit or with restrictions, be subject to the following:

53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient 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 Agreement.

53.4.2 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.

53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, 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.

54.0 ADMINISTRATIVE REQUIREMENTS

54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the 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. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided 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. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be completed any later than sixty (60) calendar days following the written determination of noncompliance by the County.

54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:

54.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.

54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

54.3.4 Disclosure - The Subrecipient 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 County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

54.3.5 Property Records - The Subrecipient 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.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

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

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

55.1.3 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.

55.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient 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.

56.0 FORCE MAJEURE

56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party 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.

56.2 Each Party, as applicable, shall give the other Party 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.

56.3 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 was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

[Signatures contained in following page]

C-22-23-078-X-00

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

APPROVED BY:
THE CITY OF AVONDALE

Ron Corbin
Ron Corbin (Apr 4, 2023 07:32 PDT)

Apr 4, 2023

City Manager — Date

Attested to:

City Clerk — Date

Apr 4, 2023

Date

APPROVED BY:
MARICOPA COUNTY

APR 1 2 2023

Clint Hickman, Chairman — Date
Board of Supervisors

Attested to:

APR 1 2 2023

Juanita Garza, — Date
Clerk of the Board

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, 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:

Nicholle Harris
Nicholle Harris (Apr 4, 2023 08:45 PDT)

Apr 4, 2023

City Attorney — Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, 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 MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.APPROVED AS TO FORM:

Kim Miles 4/10/23

Deputy County Attorney — Date

EXHIBIT A- STATEMENT OF WORK

1.0 Project Description:

The Project as described herein, shall utilize ARPA funds to construct a building for the purpose of providing bridge housing to families experiencing homelessness. The construction of the property shall generate 6 units. These units shall serve up to 10 families experiencing homelessness annually.

The site for development is City owned located at lat/long 33.437516, -112.335945, on 20,250sq ft of property. The County Assessor lot ID is 500-26-003C. The City will retain ownership of the land and award a long-term lease or similar agreement to the winning applicant.

2.0 Project Eligibility:

Property Standards - Housing that is acquired, constructed, or rehabilitated with ARPA funds must meet all applicable local codes, rehabilitation, and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion.

Occupancy Requirements – The Project staff shall determine and verify homelessness upon intake according the definition by the Department of Housing and Urban Development (HUD) as notated: https://www.hudexchange.info/news/huds-definition-of-homelessness-resources-and-guidance/

3.0 Deliverables:

Beneficiaries	
Number of households (units)	6
Number of families served annually (approximate)	10

4.0 Budget Sources:

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	$1,700,000
City of Avondale	$613,000

5.0 Budget Summary

BUDGET SUMMARY			
Name of Activity: Bridge Housing			
Acquisition Costs	**County ARPA Funds**	**City Contribution**	**TOTAL COST**
Land			$0
Building Acquisition			$0
Other: taxes, title, recording			$0
TOTAL	**$0**	**$0**	**$0**
Construction Costs			

Construction Hard Costs- Residential			$1,000,000
Construction Costs- Nonresidential			$400,000
Contractor OH, Profit, and Gen. Conditions			$280,000
Hard Costs Contingency			$150,000
Environmental- inspection and remediation			$20,000
Demolition			Inc. Architect
Site Planning			Inc. Const
Architect Fees (@10% of Const Hard Costs)			$140,000
Soft Cost Contingency (@10% of soft costs)			$36,000
TOTAL	**$1,700,000**	**$328,000**	**$2,026,000**
Design Costs			
Engineering Fees			$50,000
Survey, Permit, Tests			$150,000
Accounting and Cost Certification			$15,000
Developer's Fee			$70,000
TOTAL	**$0**	**$285,000**	**$285,000**

6.0 Timeline

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	N/A	
Construction Loan (Closing Date)	N/A	
Partnership Closing (Closing Date)	N/A	
Permanent Loan Commitment	N/A	
Permanent Loan Closing	N/A	
Other Funds Firm Commitment	N/A	
Other Funds Firm Commitment	N/A	
Environmental Review Completion (Only if other federal funding is used in addition to funds designated in this contract).	N/A	
Authority to Use Grant Funds	4/3/2023	County funds accessible for project use
Zoning Entitlements	N/A	
Plans Submitted to Municipality	10/26/2023	2 months of developer solicitation and negotiation, 5 months of design
Civil Permits Issued	1/26/2024	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Building Permits Issued	1/26/2024	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued

		(~10 days for approval)
Contractors Notice to Proceed Issued	1/15/2024	2.5 months for contractor solicitation and contract development
Construction Mobilization	1/26/2024	2 weeks of mobilization
25% Completion	4/12/2024	
50% Completion	6/28/2024	
75% Completion	9/20/2024	
Certificate of Occupancy	11/28/2024	Predecessor to beginning installation of furnishings and equipment
ARPA-Assisted Units Occupied	3/4/2025	
100% Occupancy	3/4/2025	

RESOLUTION NO. 1047-0524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN ADMINISTRATIVE CHANGE ORDER TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE AMERICAN RESCUE PLAN ACT FUNDS FOR THE CONSTRUCTION OF BRIDGE HOUSING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Administrative Change Order #1 to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County (the "County"), administered by its Human Services Department, to provide the City with American Rescue Plan Act funds for the construction of bridge housing (the "Amendment"), 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 and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1047-0524

[Amendment]

See following pages.

ADMINISTRATIVE CHANGE ORDER NO. 1
TO THE
AGREEMENT
BETWEEN
MARICOPA COUNTY,
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT,
AND
CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement with the City of Avondale ("Subrecipient") on or about April 12, 2023. The County and the Subrecipient collectively are referred to here as the "Parties" and individually as a "Party". The purpose of the Agreement is for the Subrecipient to construct a building for the purpose of providing bridge housing to families experiencing homelessness. The construction of the property shall generate 6 units. These units shall serve up to 10 families experiencing homelessness annually. The County provided the Subrecipient with $1,700,000 in American Rescue Plan Act (ARPA) funds under Assistance Listing Number (ALN) 21.027. The Agreement term is April 12, 2023 through June 30, 2026.

II. The Parties now agree to modify the Agreement through this Administrative Change Order No. 1 as authorized by Paragraph 5.0-Administrative Change Orders. This Administrative Change Order No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511 and revises the following items:

A. Revise Exhibit A Section 6.0-Timeline which revises the project timeline. The last day of the revised schedule remains within the Agreement term.

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	N/A	
Construction Loan (Closing Date)	N/A	
Partnership Closing (Closing Date)	N/A	
Permanent Loan Commitment	N/A	
Permanent Loan Closing	N/A	
Other Funds Firm Commitment	N/A	
Other Funds Firm Commitment	N/A	
Environmental Review Completion (Only if other federal funding is used in addition to funds designated in this contract).	N/A	
Authority to Use Grant Funds	4/3/2023	County funds accessible for project use
Zoning Entitlements	N/A	
Procurement Initiation	3/6/2024	
Notice of Intent to Award	5/9/2024	
Award Date	6/5/2024	
Plans Submitted to Municipality	12/31/2024	

Civil Permits Issued	2/28/2025	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Building Permits Issued	2/28/2025	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Contractors Notice to Proceed Issued	6/1/2025	
Construction Mobilization	6/15/2025	2 weeks of mobilization
25% Completion	8/1/2025	
50% Completion	10/12025	
75% Completion	11/1/2025	
Certificate of Occupancy	12/15/2025	Predecessor to beginning installation of furnishings and equipment
ARPA-Assisted Units Occupied	3/1/2026	
100% Occupancy	3/1/2026	

III. The Agreement is amended to incorporate the changes contained in this Administrative Change Order No. 1. All other terms and conditions of the Agreement shall remain in full force and effect as approved and amended as executed by the Parties.

IV. Each and every provision of law and any clause required by law to be in this Administrative Change Order No. 1 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.

V. The Parties have authorized the undersigned to execute this Administrative Change Order No. 1 on their behalf.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Administrative Change Order No. 1:

FOR THE CITY OF AVONDALE:

By:

City Manager Date

Attested to:

City Clerk Date

THIS ADMINISTRATIVE CHANGE ORDER NO.1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:
BY:

Attorney for the Subrecipient Date

FOR MARICOPA COUNTY:

By:

Jack Sellers, Chairman Date
Board of Supervisors

Attested to:

Juanita Garza Date
Clerk of the Board

THIS ADMINISTRATIVE CHANGE ORDER NO.1 HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:
BY:

Deputy County Attorney Date

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1048-0524 - Development Agreement with Three Rivers Ranch LLC for a Multi-Use Trail along the Agua Fria River

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:
City Council will consider a request to adopt Resolution 1048-0524, approving a Development Agreement with Three Rivers Ranch LLC, to provide for the developer's option to designate property and contribute funding to the City in lieu of constructing the Agua Fria River Trail and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Three Rivers Ranch LLC, (Developer) has submitted plans for Three Rivers Ranch subdivision located on 190.993± gross acres of property located west of the intersection of Broadway Road and Dysart Road, adjacent to the Agua Fria River. The development will consist of 961 residential units across seven (7) development parcels, offering a mixture of housing options to include single-family residential homes, rental homes, and single-family attached townhomes along with open spaces and amenity sites.

City Council adopted Ordinance No. 2065-1122 on December 5, 2022, amending the official zoning atlas for the Three Rivers Ranch PAD that includes a stipulation for the Developer to work with the City on the Agua Fria River multi-use path, and provides an option for the Developer to designate property and contribute funding to the City, in lieu of constructing the trail, and this Development Agreement (DA) contains the provisions for that enacting that option.

DISCUSSION:
The City of Avondale Active Transportation Plan (ATP) identifies multi-use paths along each side of the Agua Fria River as primary trail corridors.

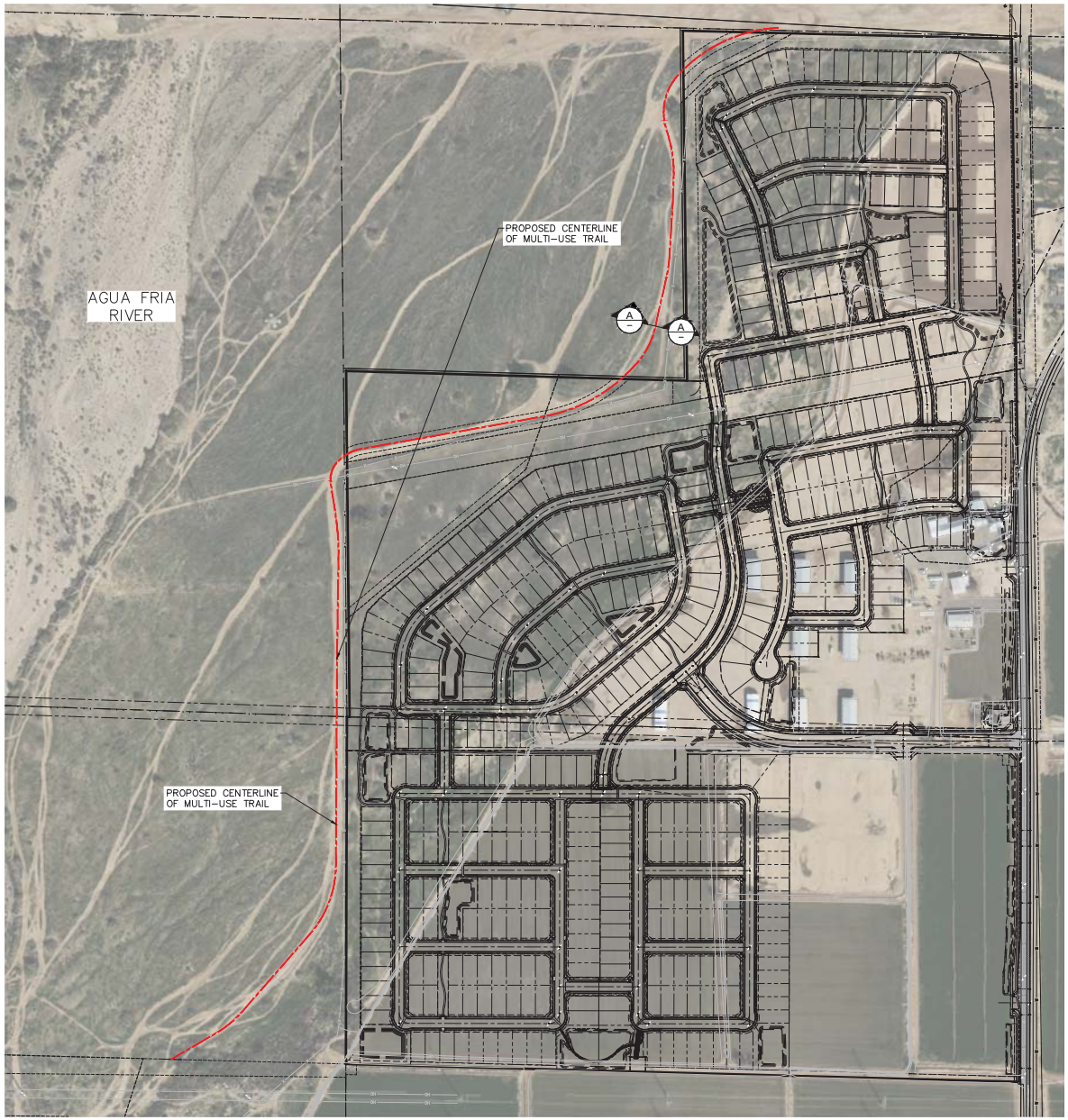
Under this DA, Three Rivers Ranch LLC, will contribute $1,500,000 for grading and trail surfacing of the multi-use trail in the Agua Fria River along Three Rivers Ranch development, along with conveyance of property for the trail.

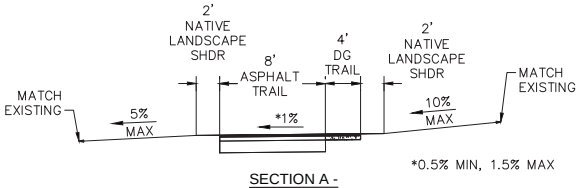
In the future, these basic trail resources can be combined with additional funds to improve this section of the multi-use path on the Agua Fria River with full trail amenities.

BUDGET IMPACT:
The Developer has agreed to contribute $1,500,000 towards the cost of the multi-use trail. The City must start construction of the trail within 10 years or the money will be returned to the developer. This project is not currently included in the FY2025 Capital Improvement Plan (CIP). The City shall place the Developer contribution in a restricted fund until awarding of the contract for the trail project.

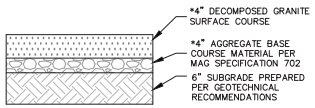
RECOMMENDATION:
Staff recommends City Council adopt a Resolution approving a Development Agreement with Three Rivers Ranch LLC, to provide for the developer's option to designate property and contribute funding to the City, in lieu of constructing improvements for the Agua Fria River Trail and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Kimberly Moon*





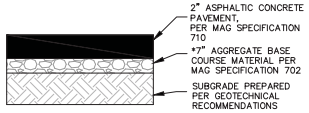
SECTION A -
TYPICAL 12' MULTI-USE TRAIL
(LOOKING NORTH)



TRAIL
DECOMPOSED GRANITE SECTION

N.T.S.

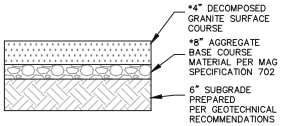
*AGGREGATE BASE COURSE AND DECOMPOSED GRANITE SHALL BE PLACED IN LIFTS THAT DO NOT EXCEED 6 INCHES AND COMPACTION SHOULD FOLLOW MAG 310 (100% @ ±3% OF OPTIMUM MOISTURE)



TRAIL
ASHPALT CONCRETE PAVEMENT SECTION

N.T.S.

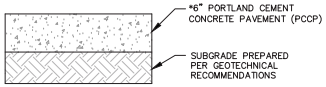
*AGGREGATE BASE COURSE AND DECOMPOSED GRANITE SHALL BE PLACED IN LIFTS THAT DO NOT EXCEED 6 INCHES AND COMPACTION SHOULD FOLLOW MAG 310 (100% @ ±3% OF OPTIMUM MOISTURE)



FIRE ACCESS
DECOMPOSED GRANITE SECTION

N.T.S.

*AGGREGATE BASE COURSE AND DECOMPOSED GRANITE SHALL BE PLACED IN LIFTS THAT DO NOT EXCEED 6 INCHES AND COMPACTION SHOULD FOLLOW MAG 310 (100% @ ±3% OF OPTIMUM MOISTURE)



TRAIL CONCRETE PAVEMENT SECTION

N.T.S.

*CLASS A CONCRETE PER MAG SPEC 725.

MULTI-USE TRAIL EXHIBIT

Kimley»Horn

K:\CAV_Civil\291705009- Three Rivers Ranch\CADD\Exhibits\199-Multi-Use Trail Exhibit.dwg Apr 08, 2024 chortes.witt
K:\CAV_Civil\291705009- Three Rivers Ranch\CADD\Xrefs\xref-xrefs-20240408.dwg

RESOLUTION NO. 1048-0524

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH THREE RIVERS RANCH LLC FOR THE AGUA FRIA RIVER TRAIL.

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

SECTION 1. The Development Agreement with Three Rivers Ranch LLC for the Agua Fria River Trail (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1048-0524

[Agreement]

See following pages.

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THREE RIVERS RANCH LLC

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made May 20, 2024 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Council of the City (the "Council") and Three Rivers Ranch LLC, a Delaware limited liability company (the "Owner"). The City and the Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

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

B. The Owner owns certain real property adjacent to the Agua Fria River and bordered by the Dysart Road and Vermersch Road alignment as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). The City intends to require the installation of trails along the Agua Fria River Course to provide recreational access to the community and the development on Owner's Property. At the time of development, the Owner normally would be required to construct certain trail improvements under the codes and guidelines of the City. The Parties agree that City participation in the cost and construction of the trail improvements with the Owner as set forth in this Agreement will provide a significant benefit to the City and the Property.

C. Acquiring the real property and completing the trail improvements required for the Agua Fria River Trail adjacent to the Owner's property are in the City's interest in providing a complete trail system.

D. The City has determined that this Agreement will result in significant planning, economic and other public purpose benefits to the City and its residents by facilitating the construction of the Agua Fria River Trail improvements (the "Trail Project") and improving public access to the Agua Fria River Trail.

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

F. The City and the Owner are authorized to enter into this Agreement under the authority of ARIZ. REV. STAT. § 9-500.05.

AGREEMENT

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

1. Development of the Trail Project.

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

1.2 Acquisition of Trail Property. The City acknowledges and agrees that as of the Effective Date Owner does not own the entirety of the real property necessary for the Trail Project and any connections to the Owner's Property, as more particularly described on Exhibit B attached hereto (the "Trail Property"). On or before the date that is thirty (30) days after the Effective Date, Owner shall (i) convey title to that portion of the Trail Property owned by Owner as of the Effective Date to City via special warranty deed and (ii) either (a) acquire title to those portions of the Trail Property not owned by Owner as of the Effective Date and subsequently convey such portions of the Trail Property to City via special warranty deed or (b) cause the owner or owners of those portions of the Trail Property not owned by Owner as of the Effective Date to convey such portions of the Trail Property to City directly via special warranty deed. The Owner covenants that title to the Trail Property shall be conveyed to City free and clear of any mortgages, deeds of trust, mechanics' liens, and materialman's liens. Within ten (10) days following the Effective Date, the Owner shall provide to the City a preliminary title commitment issued by Fidelity National Title Insurance Company (the "Title Report") incident to the issuance of a standard coverage owner's title insurance policy identifying any encumbrances of record upon the Trail Property (the "Title Policy"). The City shall have ten (10) days after receipt of the Title Report to accept or reject any matter indicated on the Title Report. If the City rejects any matter indicated on the Title Report, the City shall provide a list of reasonable corrections that would satisfy its objections; provided, however, Owner shall have no obligation to cure any matters objected to by City except for the release of any mortgages, deeds of trust, mechanics' liens, and materialman's liens encumbering the Trail Property. Upon conveyance of the entire Trail Property to City, Owner shall cause the Title Policy to be issued to City in the amount of $214,000.00 insuring City's fee simple title to the Trail Property. Each Party shall satisfy all reasonable requirements applicable to the issuance of the Title Policy.

1.3 Phase One Report. Within thirty (30) days following the Effective Date, the Owner shall provide to the City a Phase One Environmental Report sealed by a registered Arizona Professional (the "Environmental Report"). The City shall have ten (10) days after receipt of the Environmental Report to identify any recognized environmental conditions affecting the Trail Property that are disclosed in the Environmental Report that require correction action by the Owner and shall provide written notice to the Owner.

1.4 Design; Construction Plans. The City shall be responsible, at its sole cost and expense, for providing the design of the Trail Project. The Owner shall have no liability to the City or otherwise with respect to the design of the Trail Project, except for the Owner Contribution pursuant to Section 1.6 below. The plans, specifications, and other construction documents for the Trail Project shall be the sole responsibility of the City.

1.5 Construction.

A. The City shall be responsible, at its sole cost and expense (except for the Owner Contribution pursuant to Section 1.6 below), for the construction of the Trail Project. The construction contract for the construction of the Trail Project shall comply with the provisions of ARIZ. REV. STAT., Title 34. The City shall be the obligated party under the construction contracts for the Trail Project. The Owner shall have no liability under the contracts or otherwise relating to the construction of the Trail Project.

B. The City shall start construction of the Trail Project based on appropriation of funding and inclusion of the project in the City's budget. The Owner Contribution shall be restricted and not used for any other purposes. In the event the Commencement of Construction of the Trail Project has not occurred on or before the ten (10) year anniversary of the Effective Date (the "Construction Start Date"), the City shall refund to Three Rivers Ranch LLC, and not any other entity, the full amount of the Owner Contribution within ten (10) days following the Construction Start Date. As used herein, the term "Commencement of Construction" means that the City has either allocated internal personnel or awarded a contract to a general contractor for the Trail Project, has mobilized equipment to the Trail Project, and has actually broken ground and commenced construction of the Trail Project.

1.6 Contribution for Construction.

A. The Owner agrees to contribute the sum of One Million, Five Hundred Thousand Dollars ($1,500,000.00) ("Owner Contribution") for its pro rata share of the cost of the Trail Project.

B. The Owner shall pay to the City the Owner Contribution upon issuance of a building permit for the first lot in Phase 1 of Owner's Property.

C. Upon payment of the Owner Contribution by Owner pursuant to this Section 1.6, Owner shall be deemed to have complied with any and all trail improvement obligations under the codes and guidelines of the City with respect to the Owner's Property, and Owner and the Property shall have no further obligations with respect thereto.

2. Post Construction Ownership; Maintenance. From and after conveyance of the Trail Property to City pursuant to Section 1.2 herein, the City shall be solely responsible for all required maintenance and repairs to the Trail Project as well as all costs associated with such maintenance and repairs.

3. Term; Termination. The term of this Agreement shall be effective until the start of the Trail Project by the City. Upon start of the Trail Project by the City, this Agreement shall automatically terminate without any further action of the Parties.

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

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

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

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

If to the Owner: Three Rivers Ranch LLC
4340 E. Indian School Road, Ste. 21-204
Phoenix, Arizona 85018
Attn: Jim Stockwell

With copy to: Withey Morris Baugh PLC
2525 E. Arizona Biltmore Circle, #A-212
Phoenix, AZ 85016
Attn: Adam Baugh

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7. Entire Agreement. This Agreement comprises the entire agreement between the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.

8. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Owner unless and until it has been executed by an authorized representative of Owner.

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

10. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

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

13. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

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

16. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

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

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement as of the date set forth above.

"City"

CITY OF AVONDALE, an Arizona
Municipal Corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on this ____day of _____, 2024, by Ron Corbin as City Manager of City of Avondale, on behalf thereof.

My Commission Expires:

_____

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

"Owner"

THREE RIVERS RANCH LLC,
a Delaware limited liability company

By: Clyde Capital LLC, an Arizona limited
liability company, its Manager

By: _____
Name: James C. Stockwell, Jr., its Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on this ____day of _____, 2024, by James C. Stockwell, Jr. as Manager of Clyde Capital LLC, as the Manager of Three Rivers Ranch LLC, on behalf thereof.

My Commission Expires:

_____

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

[Property Legal Description]

See following pages.

THREE RIVERS PROPERTY

PARCEL NO. 2: (500-60-001C)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 0°48'24" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 33.04 FEET;

THENCE NORTH 88°07'16" WEST PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 33.04 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUING NORTH 88°07'16" WEST PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2542.59 FEET;

THENCE NORTH 0°34'13" WEST PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1275.42 FEET;

THENCE SOUTH 88°21'57" EAST PARALLEL WITH AND 10.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1289.94 FEET;

THENCE NORTH 0°41'20" WEST PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1324.09 FEET;

THENCE SOUTH 88°36'43" EAST PARALLEL WITH AND 10.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1243.96 FEET;

THENCE SOUTH 0°48'24" EAST PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1706.41 FEET;

THENCE NORTH 88°29'19" WEST, A DISTANCE OF 386.69 FEET;

THENCE SOUTH 4°38'01" EAST, A DISTANCE OF 435.45 FEET;

THENCE NORTH 83°45'25" EAST, A DISTANCE OF 358.92 FEET;

THENCE SOUTH 0°48'24" EAST PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 524.81 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4: (500-77-005A)

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THERE FROM THE PROPERTY CONVEYED, RECORDED IN DOCKET 1941, PAGE 95, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 33 FEET OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXHIBIT B
TO
DEVELOPMENT AGREEMENT

[Trail Property]

See following pages.

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27 BEARS NORTH 88°07'12" WEST, A DISTANCE OF 2591.08 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 88°07'12" WEST, A DISTANCE OF 18.68 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°18'22" WEST, A DISTANCE OF 562.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 420.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°51'24", AN ARC LENGTH OF 299.49 FEET;

THENCE SOUTH 41°09'46" WEST, A DISTANCE OF 387.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 420.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°35'14", AN ARC LENGTH OF 136.25 FEET;

THENCE SOUTH 59°45'00" WEST, A DISTANCE OF 163.54 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG SAID SOUTH LINE, NORTH 88°28'33" WEST, A DISTANCE OF 75.96 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 59°45'00" EAST, A DISTANCE OF 228.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 380.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°35'14", AN ARC LENGTH OF 123.28 FEET;

THENCE NORTH 41°09'46" EAST, A DISTANCE OF 387.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 380.00 FEET;

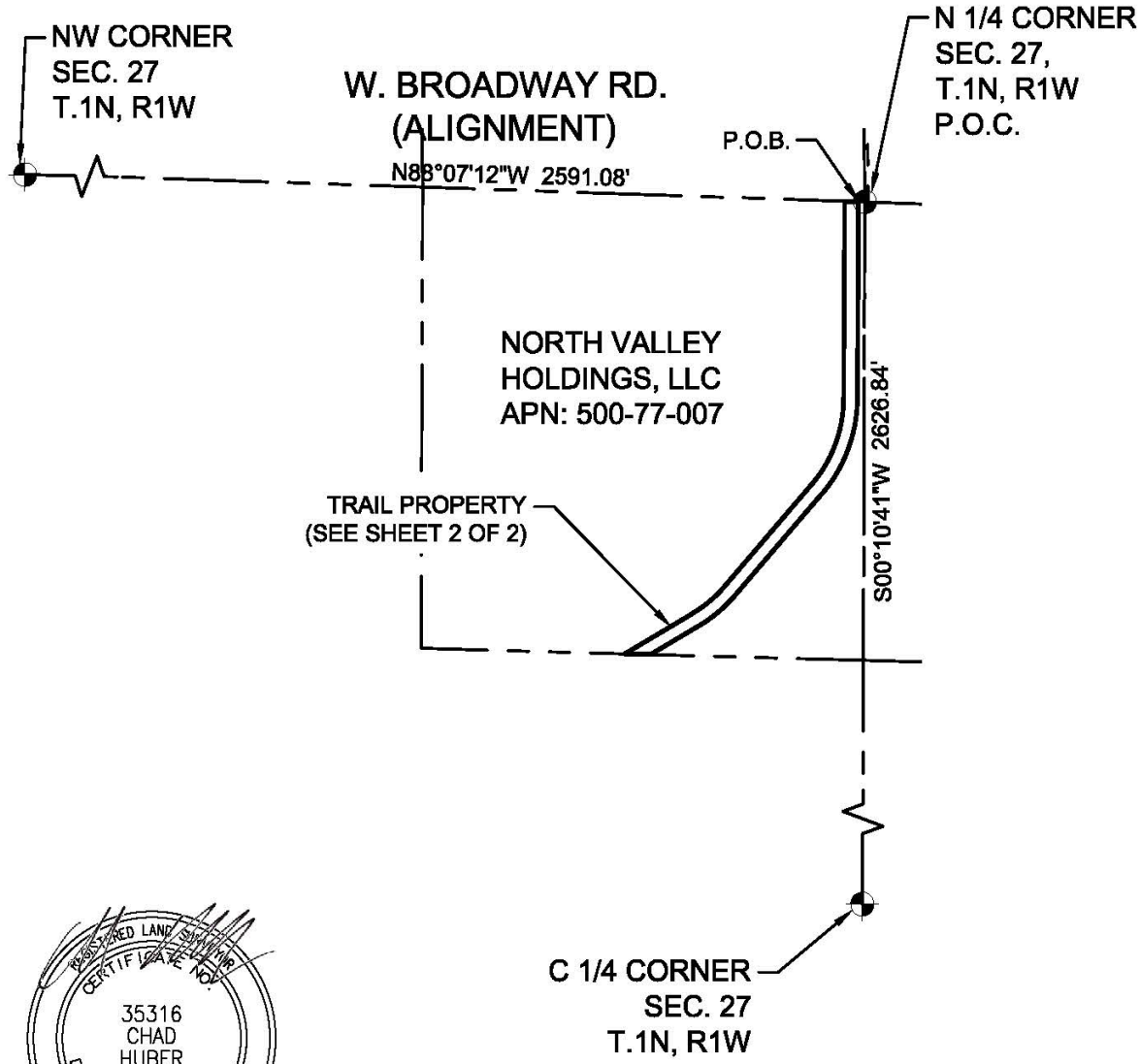
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°51'24", AN ARC LENGTH OF 270.97 FEET;

THENCE NORTH 00°18'22" EAST, A DISTANCE OF 563.61 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG SAID NORTH LINE, SOUTH 88°07'12" EAST, A DISTANCE OF 40.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 62,470 SQ.FT. OR 1.434 ACRES MORE OR LESS.

EXHIBIT



LEGEND
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/24/2024	291705000	1 OF 2

HUBER, CHAD 5/13/2024 3:22 PM K:\PHX_ROADWAY\MARKETING\A - OTHER\SURVEY\2022\2022-24_AVONDALE-NVH_JB\THREE RIVERS LEGALS\TRAIL_EXHIBIT-1.DWG

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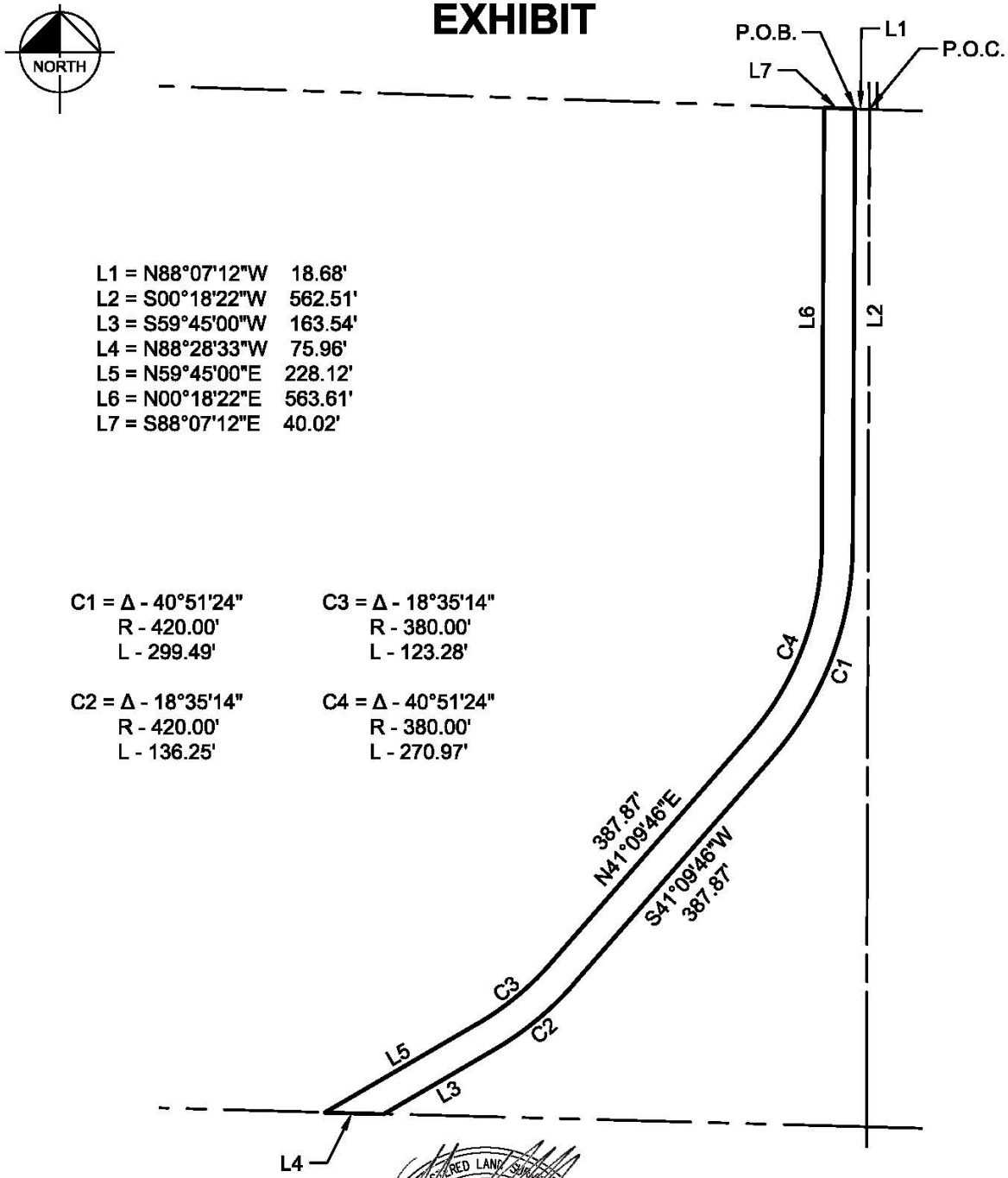

L1 = N88°07'12"W 18.68'
L2 = S00°18'22"W 562.51'
L3 = S59°45'00"W 163.54'
L4 = N88°28'33"W 75.96'
L5 = N59°45'00"E 228.12'
L6 = N00°18'22"E 563.61'
L7 = S88°07'12"E 40.02'

C1 = Δ - 40°51'24"
R - 420.00'
L - 299.49'

C2 = Δ - 18°35'14"
R - 420.00'
L - 136.25'

C3 = Δ - 18°35'14"
R - 380.00'
L - 123.28'

C4 = Δ - 40°51'24"
R - 380.00'
L - 270.97'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
05/13/2024
Date Signed
ARIZONA, U.S.A.

LEGEND
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N.T.S.	CWH	CWH	04/24/2024	291705000	2 OF 2

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LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 22 BEARS NORTH 88°07'12" WEST, A DISTANCE OF 2591.08 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, NORTH 88°07'12" WEST, A DISTANCE OF 18.68 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 88°07'12" WEST, A DISTANCE OF 40.02 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°18'22" EAST, A DISTANCE OF 219.25 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1020.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°33'42", AN ARC LENGTH OF 10.00 FEET;

THENCE NORTH 00°52'04" EAST, A DISTANCE OF 369.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 980.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°40'50", AN ARC LENGTH OF 165.58 FEET;

THENCE NORTH 08°48'46" WEST, A DISTANCE OF 113.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°57'22", AN ARC LENGTH OF 104.63 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS SOUTH 48°51'24" EAST, A DISTANCE OF 178.11 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°51'39", AN ARC LENGTH OF 55.52 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

THENCE ALONG SAID EAST LINE, SOUTH 00°34'13" EAST, A DISTANCE OF 48.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS SOUTH 41°20'42" EAST, A DISTANCE OF 138.11 FEET;

THENCE LEAVING SAID EAST LINE, ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°30'42", AN ARC LENGTH OF 18.11 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS SOUTH 48°51'24" EAST, A DISTANCE OF 80.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°57'22", AN ARC LENGTH OF 69.75 FEET;

THENCE SOUTH 08°48'46" EAST, A DISTANCE OF 113.69 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1020.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°40'50", AN ARC LENGTH OF 172.34 FEET;

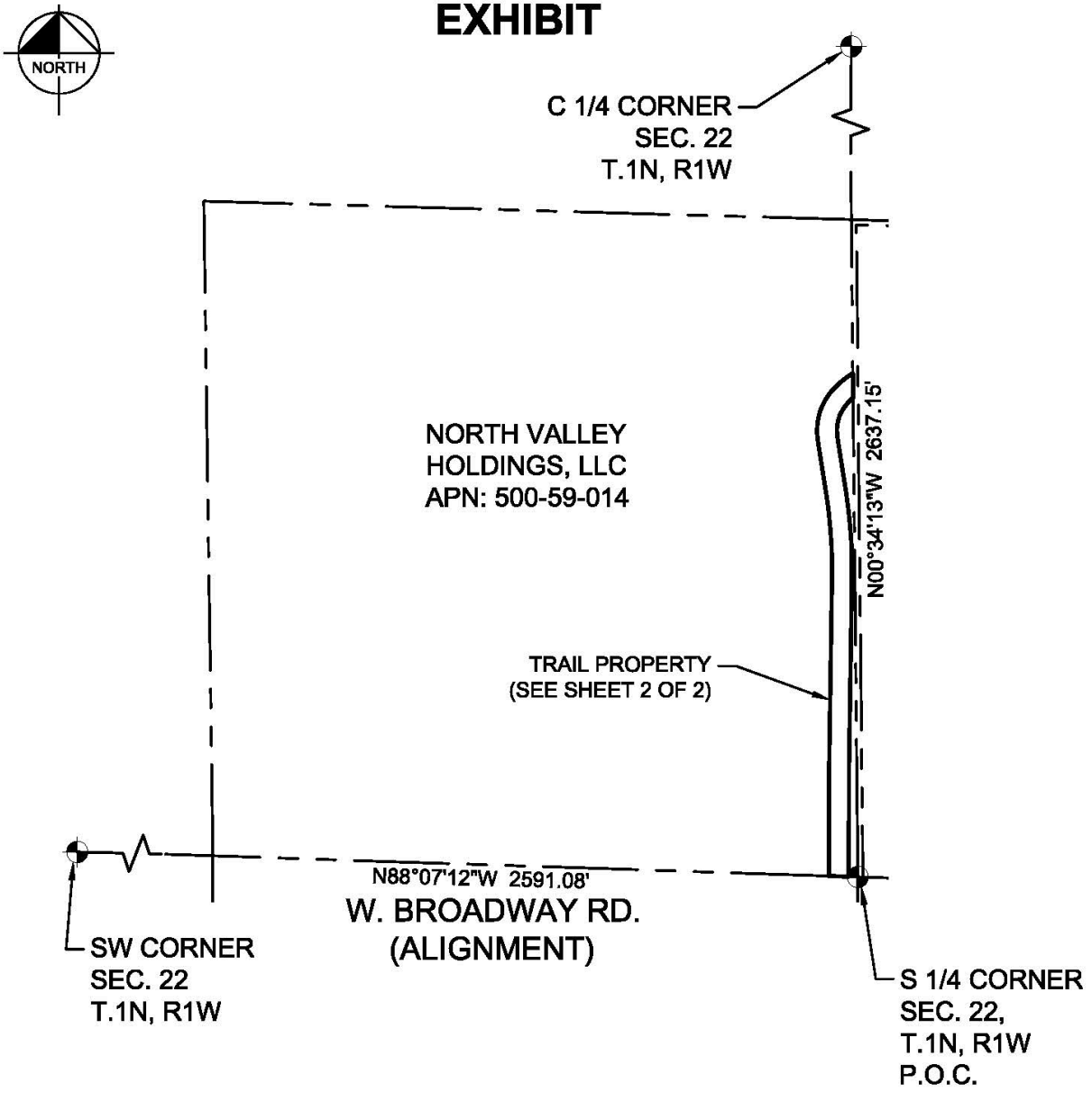
THENCE SOUTH 00°52'04" WEST, A DISTANCE OF 369.07 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 980.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°18'22" WEST, AN ARC LENGTH OF 9.61 FEET;

THENCE SOUTH 00°18'22" WEST, A DISTANCE OF 220.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,225 SQ.FT. OR 0.923 ACRES MORE OR LESS.

EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
05/13/2024
Date Signed
ARIZONA, U.S.A.

LEGEND

P.O.C. = POINT OF COMMENCING

P.O.B. = POINT OF BEGINNING

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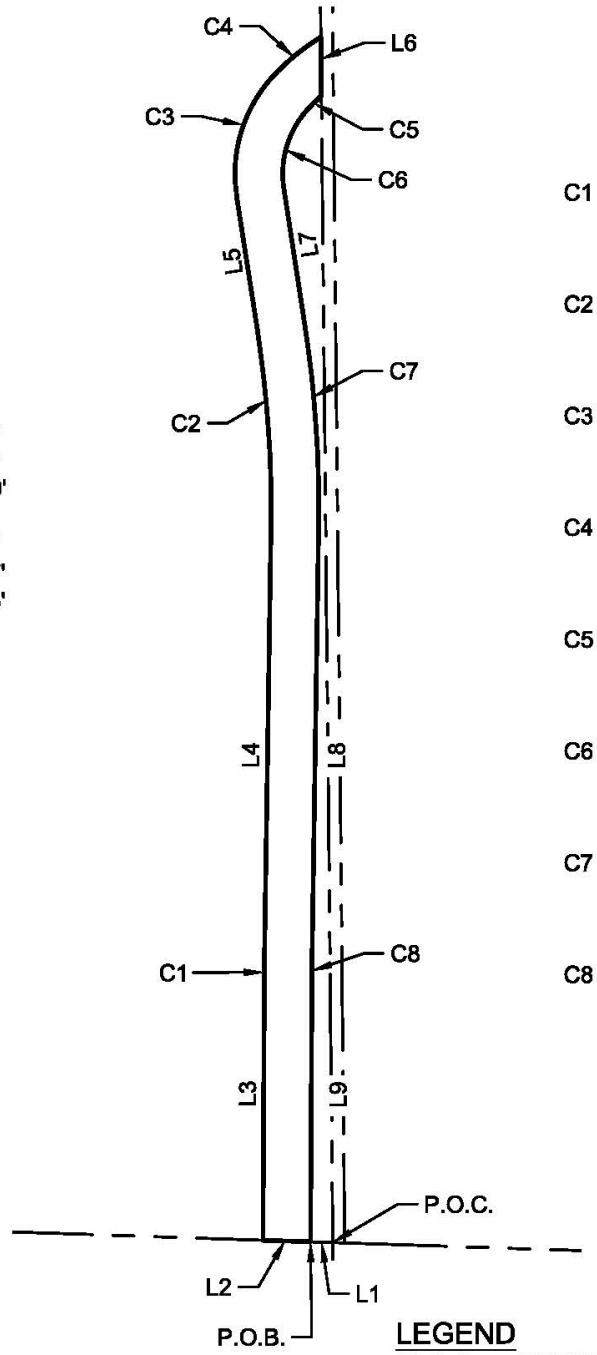
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/24/2024	291705000	1 OF 2

HUBER, CHAD 5/13/2024 3:24 PM K:\PHX_ROADWAY\MARKETING\A - OTHER\SURVEY\2022\2022-24_AVONDALE-NVH_JB\THREE RIVERS LEGALS\TRAIL_EXHIBIT-1.DWG

EXHIBIT



L1 = N88°07'12"W 18.68'
L2 = N88°07'12"W 40.02'
L3 = N00°18'22"E 219.25'
L4 = N00°52'04"E 369.07'
L5 = N08°48'46"W 113.69'
L6 = S00°34'13"E 48.99'
L7 = S08°48'46"E 113.69'
L8 = S00°52'04"W 369.07'
L9 = S00°18'22"W 220.35'

C1 = Δ - 00°33'42"
R - 1020.00'
L - 10.00'

C2 = Δ - 9°40'50"
R - 980.00'
L - 165.58'

C3 = Δ - 49°57'22"
R - 120.00'
L - 104.63'

C4 = Δ - 17°51'39"
R - 178.11'
L - 55.52'

C5 = Δ - 7°30'42"
R - 138.11'
L - 18.11'

C6 = Δ - 49°57'22"
R - 80.00'
L - 69.75'

C7 = Δ - 9°40'50"
R - 1020.00'
L - 172.34'

C8 = Δ - 00°33'42"
R - 980.00'
L - 9.61'

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N.T.S.	CWH	CWH	04/24/2024	291705000	2 OF 2

HUBER, CHAD 5/13/2024 3:24 PM K:\PHX_ROADWAY\MARKETING\A - OTHER\SURVEY\2022\2022-24_AVONDALE-NVH_JB\THREE RIVERS LEGALS\TRAIL_EXHIBIT-1.DWG

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE CENTER OF SAID SECTION 22 BEARS NORTH 88°36'43" WEST, A DISTANCE OF 2574.26 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, NORTH 88°36'43" WEST, A DISTANCE OF 1287.13 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°41'20" EAST, A DISTANCE OF 139.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°41'20" EAST, A DISTANCE OF 56.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS SOUTH 48°13'13" EAST, A DISTANCE OF 534.72 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°05'20", AN ARC LENGTH OF 0.83 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS SOUTH 48°18'33" EAST, A DISTANCE OF 180.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°05'01", AN ARC LENGTH OF 185.62 FEET;

THENCE SOUTH 17°23'34" EAST, A DISTANCE OF 25.50 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 520.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°49'59", AN ARC LENGTH OF 180.00 FEET;

THENCE SOUTH 02°26'25" WEST, A DISTANCE OF 97.77 FEET;

THENCE SOUTH 03°26'58" WEST, A DISTANCE OF 194.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 520.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°23'37", AN ARC LENGTH OF 85.25 FEET;

THENCE SOUTH 12°50'35" WEST, A DISTANCE OF 195.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°09'38", AN ARC LENGTH OF 174.03 FEET;

THENCE SOUTH 44°00'13" WEST, A DISTANCE OF 27.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 613.03 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°00'01", AN ARC LENGTH OF 10.70 FEET;

THENCE NORTH 88°22'00" WEST, A DISTANCE OF 56.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS NORTH 41°05'20" WEST, A DISTANCE OF 573.03 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°54'27", AN ARC LENGTH OF 49.08 FEET;

THENCE NORTH 44°00'13" EAST, A DISTANCE OF 27.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 280.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°09'38", AN ARC LENGTH OF 152.28 FEET;

THENCE NORTH 12°50'35" EAST, A DISTANCE OF 195.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 480.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°23'37", AN ARC LENGTH OF 78.70 FEET;

THENCE NORTH 03°26'58" EAST, A DISTANCE OF 194.49 FEET;

THENCE NORTH 02°26'25" EAST, A DISTANCE OF 97.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 480.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°49'59", AN ARC LENGTH OF 166.15 FEET;

THENCE NORTH 17°23'34" WEST, A DISTANCE OF 25.50 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 220.00 FEET;

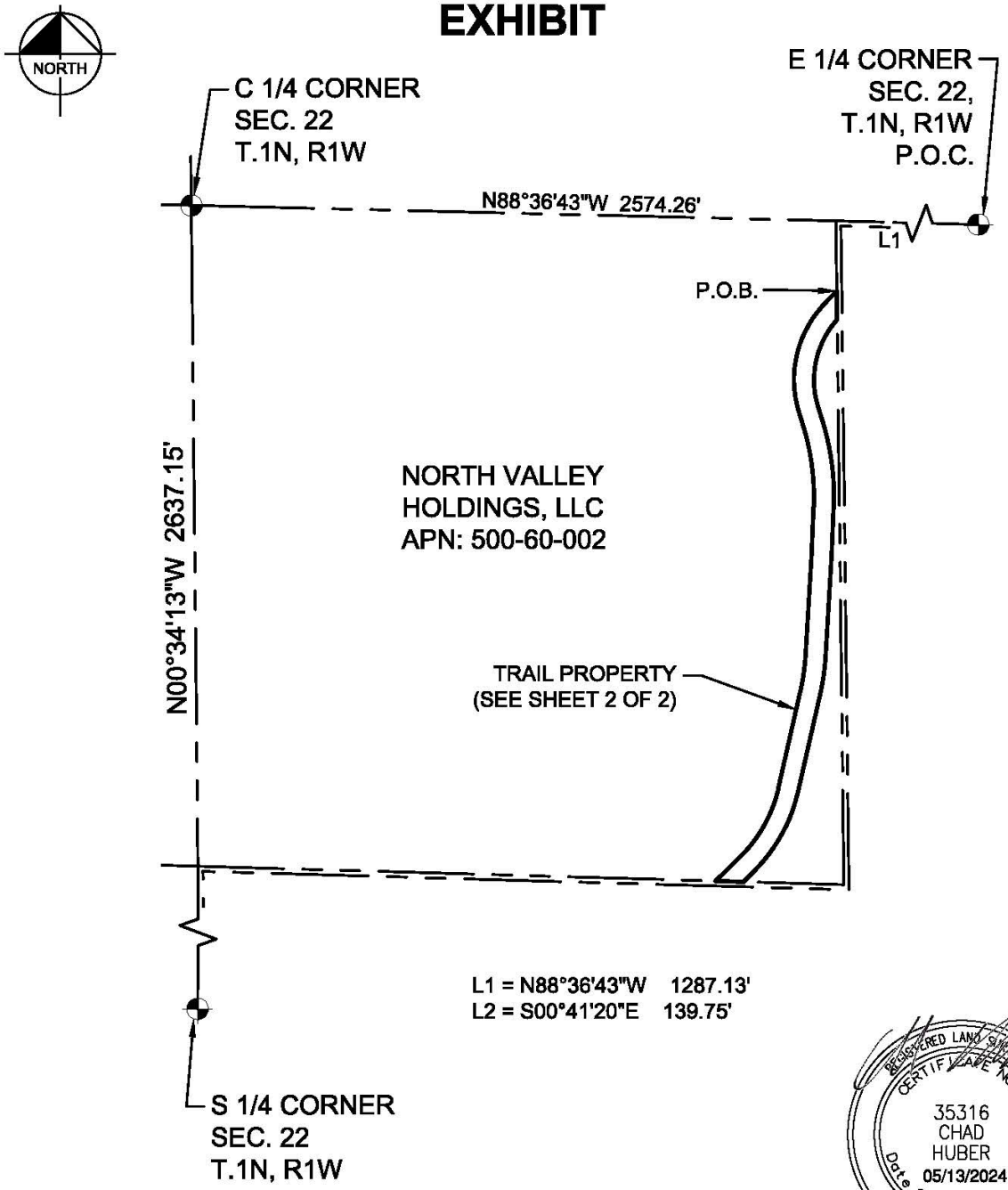
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59°05'00", AN ARC LENGTH OF 226.86 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS SOUTH 48°18'33" EAST, A DISTANCE OF 574.72 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°16'55", AN ARC LENGTH OF 42.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 48,674 SQ.FT. OR 1.117 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/24/2024
Date Signed
ARIZONA, U.S.A.

EXHIBIT



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N.T.S.	CWH	CWH	04/24/2024	291705000	1 OF 2

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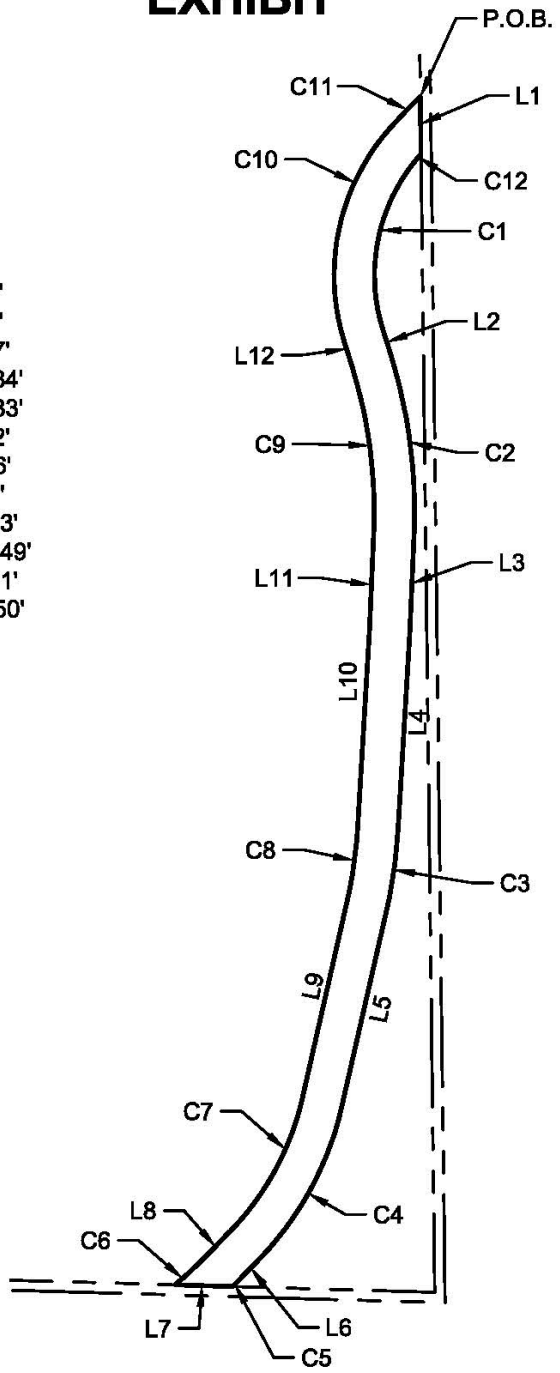
EXHIBIT



L1 = S00°07'53"E 57.58'
L2 = S17°23'34"E 25.50'
L3 = S02°26'25"W 97.77'
L4 = S03°26'58"W 194.84'
L5 = S12°50'35"W 195.83'
L6 = S44°00'13"W 27.02'
L7 = N88°22'00"W 56.86'
L8 = N44°00'13"E 27.02'
L9 = N12°50'35"E 195.83'
L10 = N03°26'58"E 194.49'
L11 = N02°26'25"E 97.41'
L12 = N17°23'34"W 25.50'

C1 = Δ - 59°05'01"
R - 180.00'
L - 185.62'

C2 = Δ - 19°49'59"
R - 520.00'
L - 180.00'

C3 = Δ - 09°23'37"
R - 520.00'
L - 85.25'

C4 = Δ - 31°09'38"
R - 320.00'
L - 174.03'

C5 = Δ - 1°00'01"
R - 613.03'
L - 10.70'

C6 = Δ - 4°54'27"
R - 573.03'
L - 49.08'

C7 = Δ - 31°09'38"
R - 280.00'
L - 152.28'

C8 = Δ - 9°23'37"
R - 480.00'
L - 78.70'

C9 = Δ - 19°49'59"
R - 480.00'
L - 166.15'

C10 = Δ - 59°05'00"
R - 220.00'
L - 226.86'

C11 = Δ - 4°16'55"
R - 574.72'
L - 42.95'

C12 = Δ - 00°05'20"
R - 534.72'
L - 0.83'

REGISTERED LAND SURVEYOR
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CHAD
HUBER
05/13/2024
Date Signed
ARIZONA, U.S.A.

LEGEND
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/24/2024	291705000	2 OF 2

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LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE CENTER OF SAID SECTION 22 BEARS NORTH 88°36'43" WEST, A DISTANCE OF 2574.26 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, NORTH 88°36'43" WEST, A DISTANCE OF 786.52 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, SOUTH 86°55'03" WEST, A DISTANCE OF 128.29 FEET;

THENCE NORTH 88°36'43" WEST, A DISTANCE OF 173.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS SOUTH 20°33'10" EAST, A DISTANCE OF 574.72 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°50'40", AN ARC LENGTH OF 28.53 FEET TO SAID NORTH LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 88°36'43" EAST, A DISTANCE OF 274.24 FEET TO THE POINT OF BEGINNING.

SAID PART 1 CONTAINS 2,240 SQ.FT. OR 0.051 ACRES MORE OR LESS.

TOGETHER WITH;

PART 2:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE CENTER OF SAID SECTION 22 BEARS NORTH 88°36'43" WEST, A DISTANCE OF 2574.26 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, NORTH 88°36'43" WEST, A DISTANCE OF 1287.13 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°41'20" EAST, A DISTANCE OF 139.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°41'20" EAST, A DISTANCE OF 55.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS SOUTH 46°39'23" EAST, A DISTANCE OF 534.72 FEET;

THENCE ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°33'50", AN ARC LENGTH OF 14.59 FEET;

THENCE NORTH 00°41'20" WEST, A DISTANCE OF 56.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS SOUTH 44°01'39" EAST, A DISTANCE OF 574.72 FEET;

THENCE ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°21'21", AN ARC LENGTH OF 13.60 FEET TO THE POINT OF BEGINNING.

SAID PART 2 CONTAINS 562 SQ.FT. OR 0.013 ACRES MORE OR LESS.

TOGETHER WITH;

PART 3:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE CENTER OF SAID SECTION 22 BEARS NORTH 88°36'43" WEST, A DISTANCE OF 2574.26 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, NORTH 88°36'43" WEST, A DISTANCE OF 1287.13 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°41'20" EAST, A DISTANCE OF 1324.21 FEET;

THENCE NORTH 88°22'00" WEST, A DISTANCE OF 200.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°22'00" WEST, A DISTANCE OF 58.31 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS NORTH 39°35'38" WEST, A DISTANCE OF 573.03 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°29'42", AN ARC LENGTH OF 14.95 FEET;

THENCE SOUTH 88°22'00" EAST, A DISTANCE OF 56.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS NORTH 44°59'46" WEST, A DISTANCE OF 613.03 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°17'59", AN ARC LENGTH OF 13.91 FEET TO THE POINT OF BEGINNING.

SAID PART 3 CONTAINS 576 SQ.FT. OR 0.013 ACRES MORE OR LESS.

TOGETHER WITH;

PART 4:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE CENTER OF SAID SECTION 22 BEARS NORTH 88°36'43" WEST, A DISTANCE OF 2574.26 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, NORTH 88°36'43" WEST, A DISTANCE OF 1287.13 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°41'20" EAST, A DISTANCE OF 1324.21 FEET;

THENCE NORTH 88°22'00" WEST, A DISTANCE OF 1290.08 FEET;

THENCE SOUTH 00°34'13" EAST, A DISTANCE OF 308.16 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY WHOSE RADIUS BEARS SOUTH 30°59'45" EAST, A DISTANCE OF 178.11 FEET AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°39'51", AN ARC LENGTH OF 11.39 FEET;

THENCE SOUTH 00°34'13" EAST, A DISTANCE OF 46.59 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY WHOSE RADIUS BEARS SOUTH 36°04'07" EAST, A DISTANCE OF 138.11 FEET;

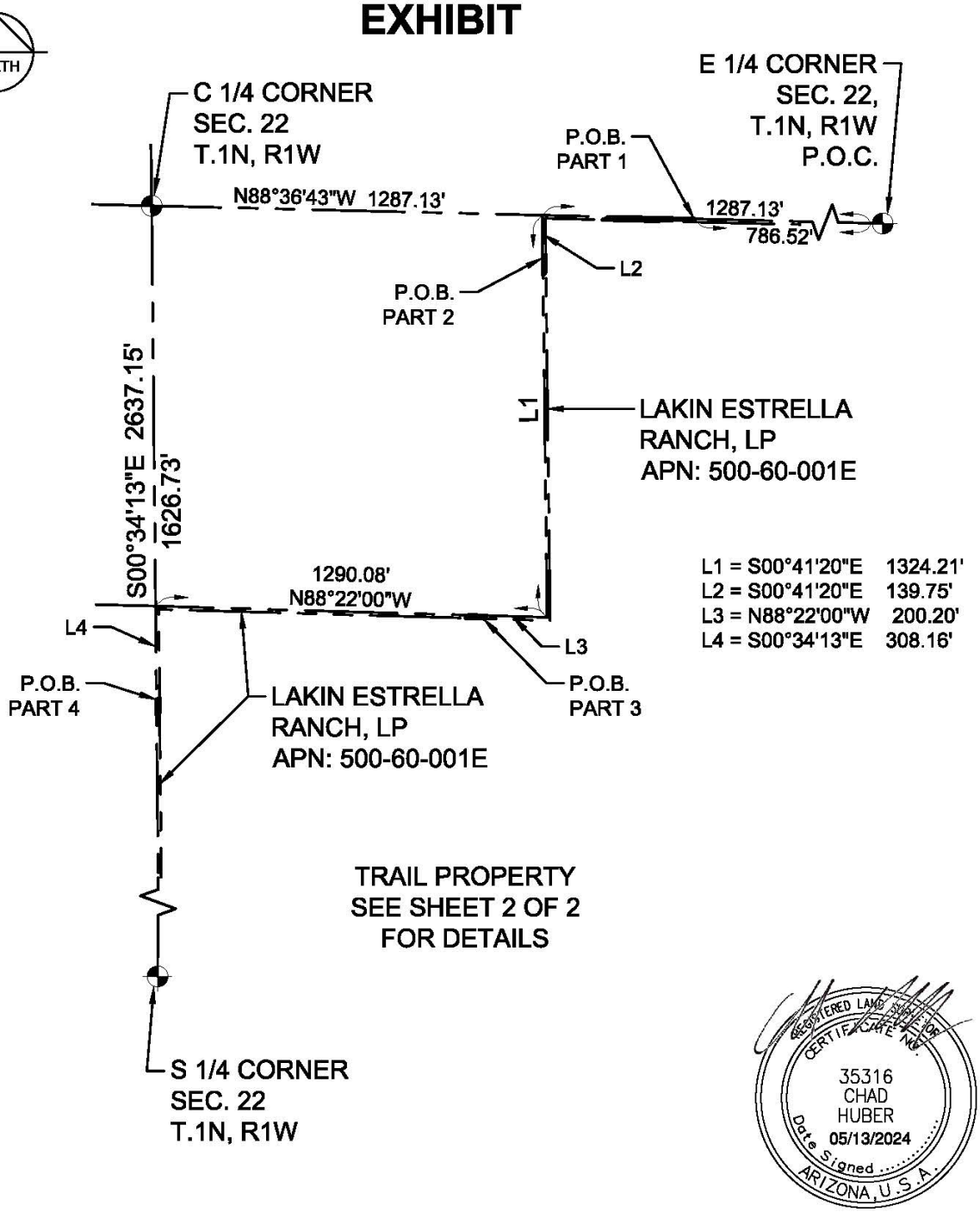
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°16'34", AN ARC LENGTH OF 12.72 FEET;

THENCE NORTH 00°34'13" WEST, A DISTANCE OF 48.99 FEET TO THE POINT OF BEGINNING.

SAID PART 4 CONTAINS 477 SQ.FT. OR 0.011 ACRES MORE OR LESS.

TOTAL COMBINED AREA IS 3,855 SQ.FT. OR 0.088 ACRES, MORE OR LESS.

EXHIBIT



L1 = S00°41'20"E 1324.21'
L2 = S00°41'20"E 139.75'
L3 = N88°22'00"W 200.20'
L4 = S00°34'13"E 308.16'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
05/13/2024
Date Signed
ARIZONA, U.S.A.

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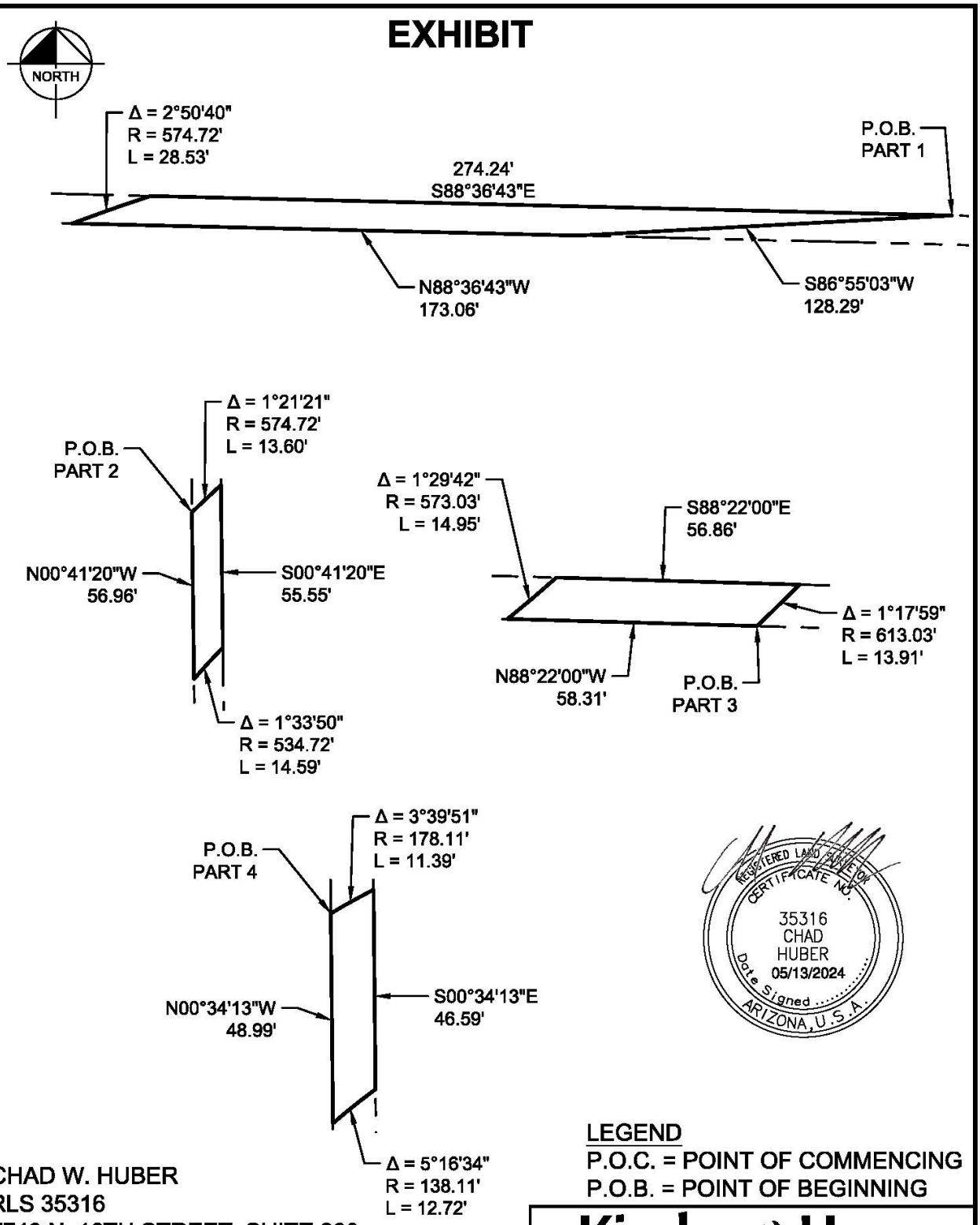
EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
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CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1020-0524 and 1021-0524 – Maintenance Improvement District No. 35 - Three Rivers Ranch – Master Plat

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:
City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1020-0524, declaring its intention to form the City of Avondale Maintenance Improvement District No. 35, Three Rivers Ranch – Master Plat, providing for the assessment; (c) adopt Resolution 1021-0524, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council

directs City Staff to assume maintenance responsibility, a line item of $0.00 will be displayed on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 35, Three Rivers Ranch – Master Plat, located west of the intersection of Alamar Boulevard and Dysart Road, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

DISCUSSION:

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

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

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

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

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends Council adopt a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 35, Three Rivers Ranch – Master Plat, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and

2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Staff recommends Council authorize the Mayor, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Natalie Railey*

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

District #35

MID # (assigned by City of Avondale)

Three Rivers Ranch

Subdivision Name

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to Arizona Revised Statutes, Section 48-574, the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A that is attached hereto and incorporated herein by reference. The proposed District consists of 8.371 acres and is entirely within the corporate boundaries of the City of Avondale.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of SEPTEMBER, 15. 2023.

"Property Owner"

Entity Name: Three Rivers Ranch LLC

Property Tax Parcel Numbers: 500-60-001C, 500-60-001D, and 500-77-005A

By: _____

Name: James C Stockwell Jr

Title: Manager

Address: _____

Date: 9/15/23

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On September 15th, 2023, before me personally appeared James C Stockwell Jr, the Manager of Three Rivers Ranch LLC, a(n) Delaware LLC on behalf of the LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the Company.

_____
Notary Public

(Affix notary seal here)

IRENE D GENTILE
Notary Public, State of Arizona
Maricopa County
Commission # 647063
My Commission Expires
May 19, 2027

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

Avondale
Aspiring. Achieving. Accelerating.

"**Property Owner**"

Entity Name: _____

Property Tax Parcel Numbers: 500-60-001C, 500-60-001D, and 500-77-005A

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20____, before me personally appeared _____, the _____ of _____, a(n) _____, _____ on behalf of the _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.

_____
Notary Public

(Affix notary seal here)

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

Avondale
Aspiring. Achieving. Accelerating.

ACCEPTED AND APPROVED BY:
"City"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Mayor

ATTEST:

_____
City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public

(Affix notary seal here)

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH – MASTER PLAT

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY AN ALUMINUM CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, 2659.71 FEET, BEING THE BASIS OF BEARING;

THENCE SOUTH 89 DEGREES, 39 MINUTES, 02 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00° 06' 28" WEST, 1296.40 FEET;

THENCE NORTH 88° 28' 30" WEST, 2554.25 FEET;

THENCE NORTH 00° 10' 41" EAST, 1313.42 FEET;

THENCE SOUTH 88° 07' 16" EAST, 10.01 FEET;

THENCE NORTH 00° 34' 13" WEST, 1308.61 FEET;

THENCE SOUTH 88° 21' 57" EAST, 1290.10 FEET;

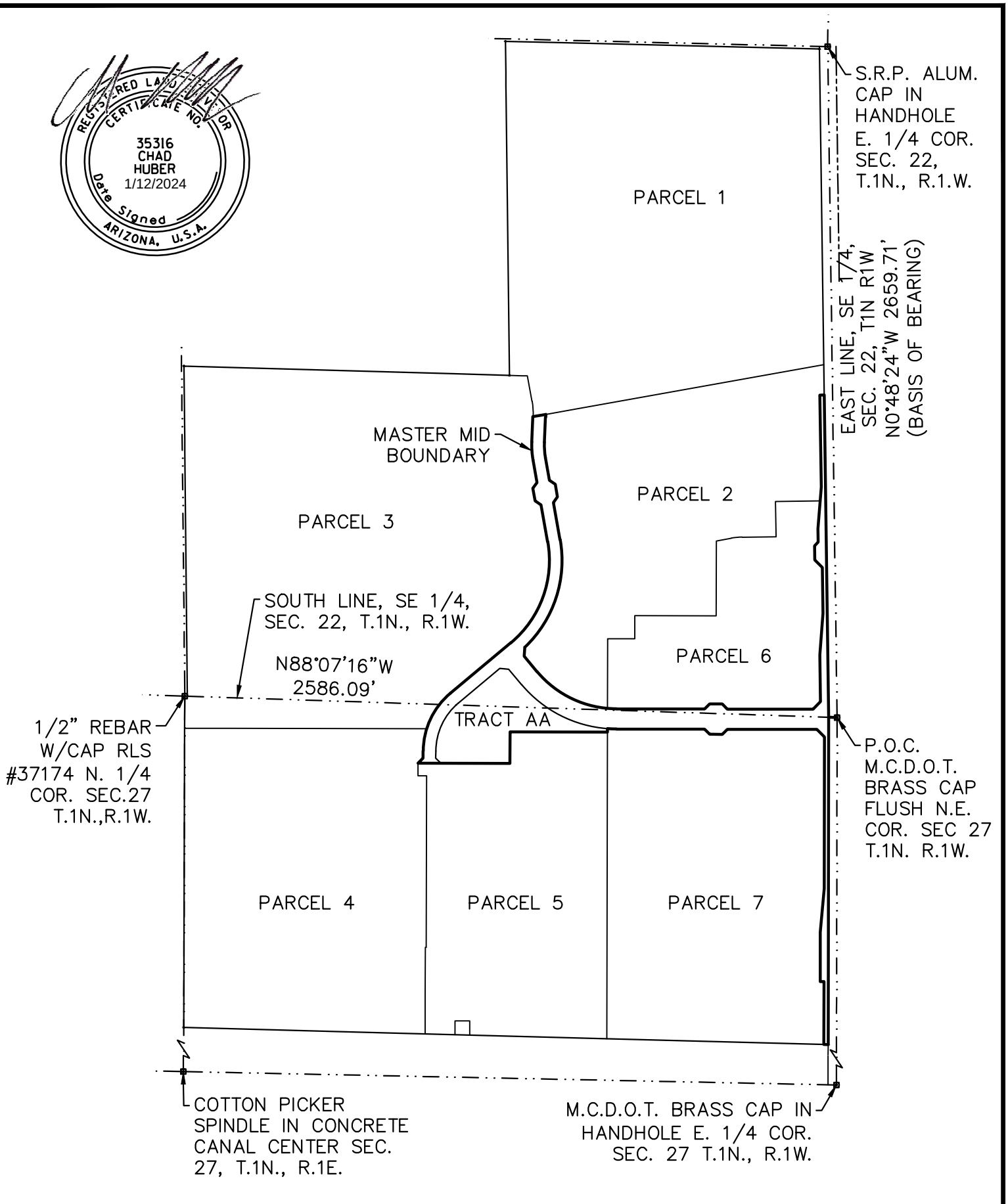
THENCE NORTH 00° 41' 20" WEST, 1324.26 FEET;

THENCE SOUTH 88° 36' 43" EAST, 1244.12 FEET;

THENCE SOUTH 00° 48' 24" EAST, 2650.71 FEET TO THE **POINT OF BEGINNING**;

SAID RIGHT-OF-WAY AND TRACT CONTAINS 8,319,312 SQUARE FEET OR 190.985 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/06/2023
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - MASTER MID EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 35		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 5

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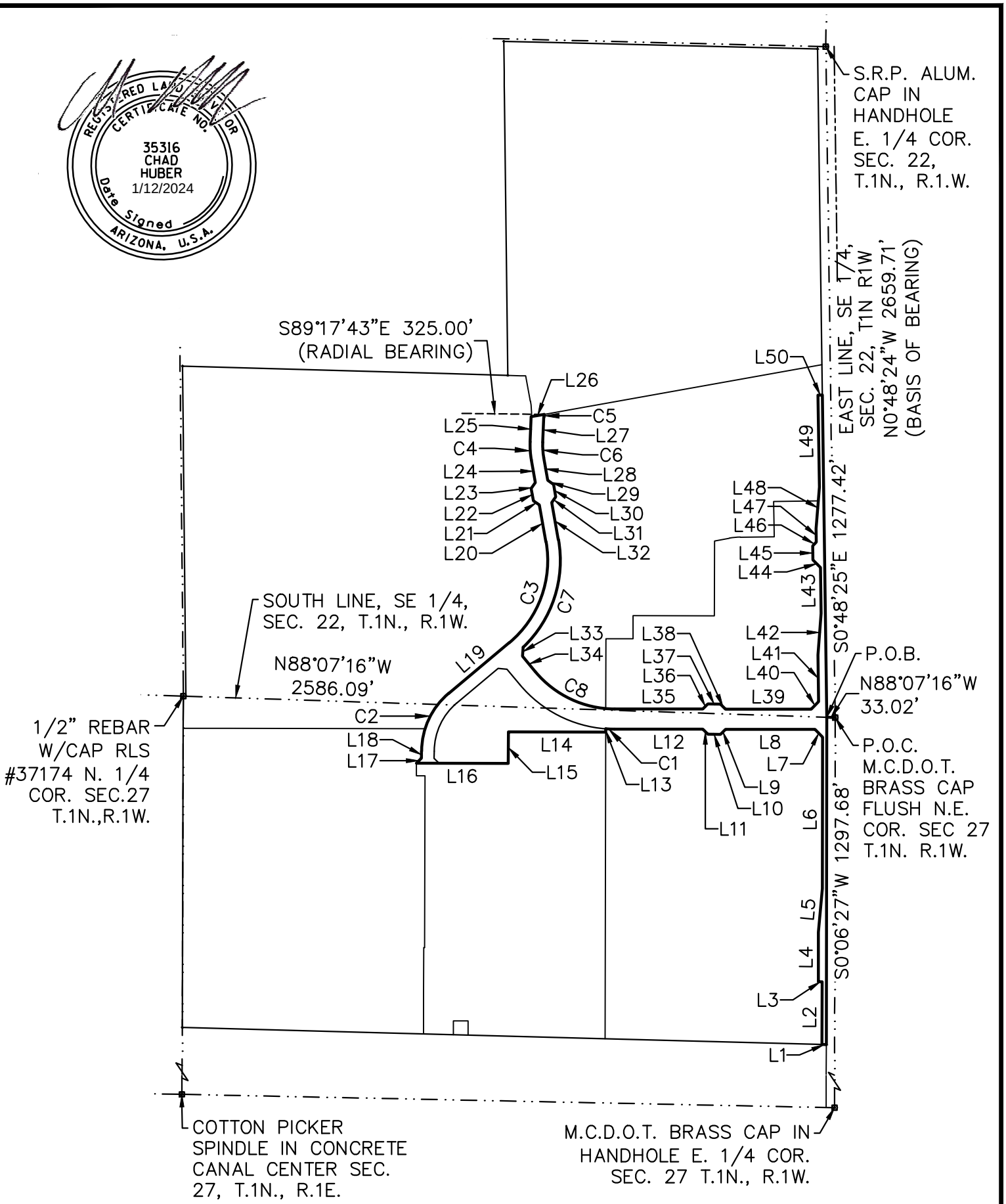

CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - MASTER MID EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 35		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	2 OF 5

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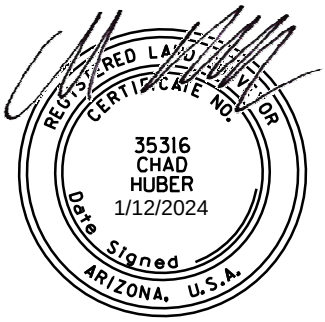
TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
AA	115,526	2.6521	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	249,103	5.7186	THREE RIVERS RANCH PARKWAY / 133RD AVE



CHAD W. HUBER
RLS 35316

MID No. 35

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - MASTER MID
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	3 OF 5

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LINE TABLE		
LINE	LENGTH	BEARING
L1	17.01	N88°28'30"W
L2	248.99	N0°06'28"E
L3	15.00	N89°53'32"W
L4	196.16	N0°06'28"E
L5	173.73	N5°03'40"E
L6	600.67	N0°06'28"E
L7	42.43	N44°53'32"W
L8	354.93	N89°53'32"W
L9	28.28	S45°06'28"W
L10	50.00	N89°53'32"W
L11	28.28	N44°53'32"W
L12	350.07	N89°53'32"W
L13	13.30	S0°06'28"W
L14	385.76	N89°53'32"W
L15	125.00	S0°06'34"W
L16	364.15	N89°53'32"W
L17	28.28	N45°06'28"E
L18	27.70	N0°06'28"E
L19	312.19	N50°06'28"E
L20	148.28	N10°07'33"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	28.28	N55°07'33"W
L22	50.00	N10°07'33"W
L23	28.28	N34°52'27"E
L24	91.00	N10°07'33"W
L25	99.59	N2°37'06"E
L26	51.08	N79°52'27"E
L27	100.00	S2°37'06"W
L28	91.00	S10°07'33"E
L29	28.28	S55°07'33"E
L30	50.00	S10°07'33"E
L31	28.28	S34°52'27"W
L32	148.28	S10°07'33"E
L33	36.08	S3°55'20"W
L34	80.03	S39°53'32"E
L35	350.07	S89°53'32"E
L36	28.28	N45°06'28"E
L37	50.00	S89°53'32"E
L38	28.28	S44°53'32"E
L39	339.40	S89°53'32"E
L40	42.09	N44°39'02"E

CHAD W. HUBER
RLS 35316

MID No. 35

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - MASTER MID
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 5

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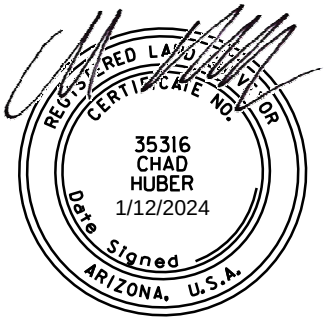

LINE TABLE

LINE	LENGTH	BEARING
L41	185.21	N0°48'24"W
L42	165.68	N4°23'16"E
L43	181.75	N0°48'24"W
L44	42.43	N45°48'24"W
L45	55.69	N0°48'24"W
L46	21.21	N44°11'36"E
L47	53.39	N0°48'24"W
L48	165.61	N4°23'24"E
L49	364.31	N0°48'24"W
L50	17.01	N89°11'36"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	4°05'46"	490.00'	35.03'	N87°50'39"W	35.02'
C2	50°00'00"	300.00'	261.80'	N25°06'28"E	253.57'
C3	60°14'01"	425.00'	446.79'	N19°59'27"E	426.50'
C4	12°44'39"	325.00'	72.29'	N3°45'13"W	72.14'
C5	1°54'50"	325.00'	10.86'	S1°39'41"W	10.85'
C6	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'
C7	56°27'07"	475.00'	468.00'	S18°06'01"W	449.30'
C8	50°00'00"	410.00'	357.79'	S64°53'32"E	346.55'

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Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Dysart Road, Onsite Infrastructure, Park

City of Avondale
Maintenance Improvement District No. 35
Three Rivers Ranch Offsite Improvements

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

Area

Right-of-way:	5.72 AC					
Tract AA:	2.65 AC					

Annual Maintenance Fee

Right-of-way:	5.72 AC		x	$ 2,000 / AC	=	**$ 11,440.00**
Tract AA:	2.65 AC		x	$ 10,500 / AC	=	**$ 27,825.00**
					=	**$ 39,265.00**

Annual Administrative Fee

		$ 39,265.00	x	5%	=	**$ 1,963.25**

Total Annual Cost

		$ 39,265.00	+	$ 1963.25	=	**$ 41,228.25**

Total Cost per Month

		$ 41,228.25	/	12 Months	=	**$ 3,435.69**

Registered Professional Engineer (Civil)
CERTIFICATE NO.
52081
JASON M.
BURM
Date Signed 1/12/2024
ARIZONA, U.S.A.

City of Avondale
Development & Engineering Services
Engineering Division

Dated

1/18/24

By:

RESOLUTION 1020-0524

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. 35 – THREE RIVERS RANCH MASTER PLAT, 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. 35 – Three Rivers Ranch Master Plat (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. 35 – Three Rivers Ranch Master Plat, 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. 35 – Three Rivers Ranch Master Plat.

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, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1020-0524

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH – MASTER PLAT

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY AN ALUMINUM CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, 2659.71 FEET, BEING THE BASIS OF BEARING;

THENCE SOUTH 89 DEGREES, 39 MINUTES, 02 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00° 06' 28" WEST, 1296.40 FEET;

THENCE NORTH 88° 28' 30" WEST, 2554.25 FEET;

THENCE NORTH 00° 10' 41" EAST, 1313.42 FEET;

THENCE SOUTH 88° 07' 16" EAST, 10.01 FEET;

THENCE NORTH 00° 34' 13" WEST, 1308.61 FEET;

THENCE SOUTH 88° 21' 57" EAST, 1290.10 FEET;

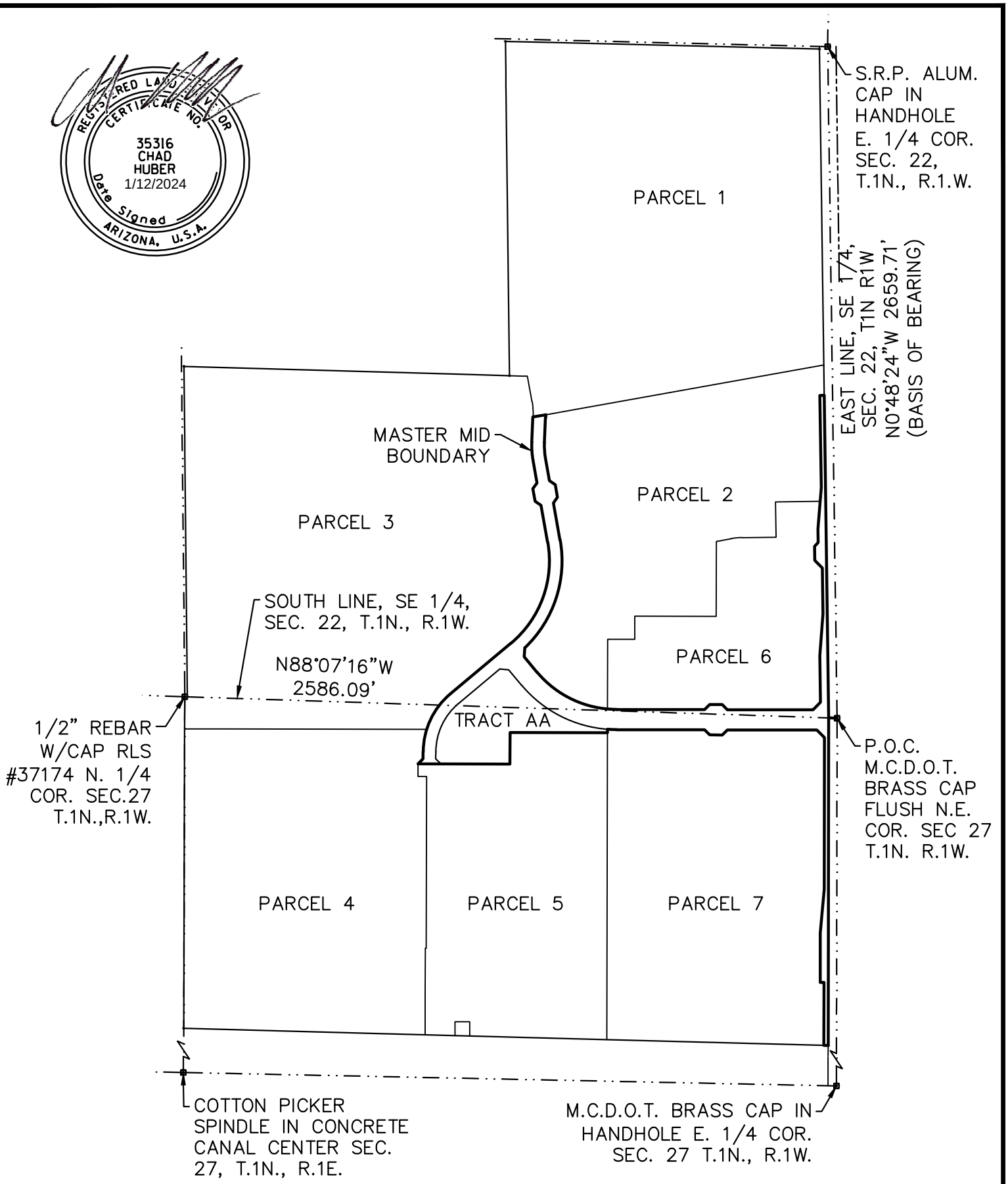
THENCE NORTH 00° 41' 20" WEST, 1324.26 FEET;

THENCE SOUTH 88° 36' 43" EAST, 1244.12 FEET;

THENCE SOUTH 00° 48' 24" EAST, 2650.71 FEET TO THE **POINT OF BEGINNING**;

SAID RIGHT-OF-WAY AND TRACT CONTAINS 8,319,312 SQUARE FEET OR 190.985 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/06/2023
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - MASTER MID EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 35		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 5

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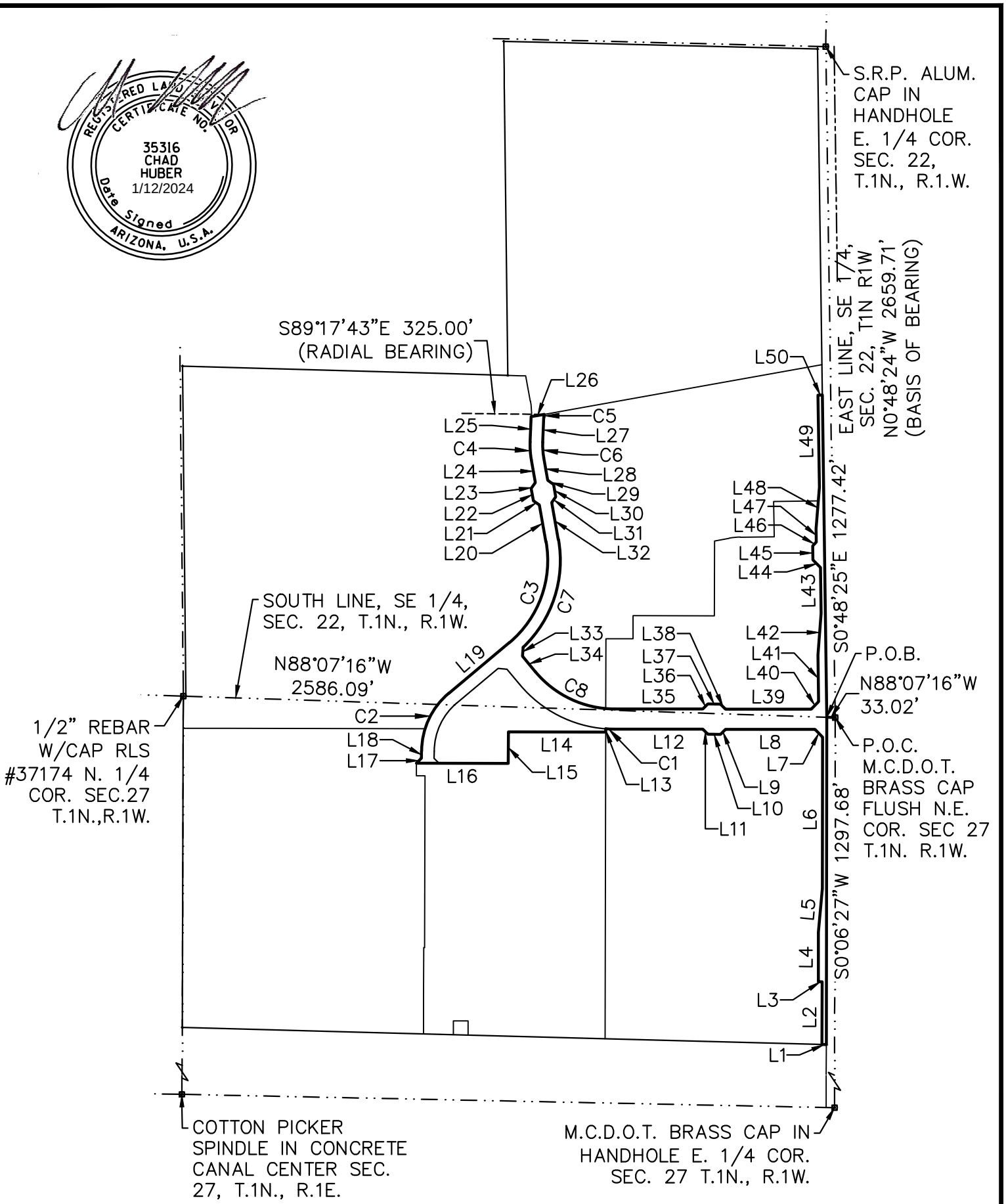

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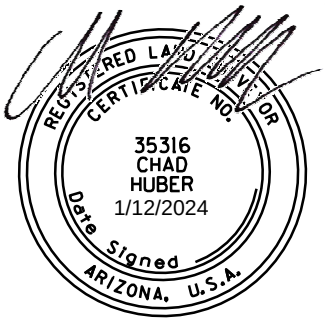
TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
AA	115,526	2.6521	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	249,103	5.7186	THREE RIVERS RANCH PARKWAY / 133RD AVE



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N/A	ZTW	CWH	Jan. 2024	291705009	3 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.01	N88°28'30"W
L2	248.99	N0°06'28"E
L3	15.00	N89°53'32"W
L4	196.16	N0°06'28"E
L5	173.73	N5°03'40"E
L6	600.67	N0°06'28"E
L7	42.43	N44°53'32"W
L8	354.93	N89°53'32"W
L9	28.28	S45°06'28"W
L10	50.00	N89°53'32"W
L11	28.28	N44°53'32"W
L12	350.07	N89°53'32"W
L13	13.30	S0°06'28"W
L14	385.76	N89°53'32"W
L15	125.00	S0°06'34"W
L16	364.15	N89°53'32"W
L17	28.28	N45°06'28"E
L18	27.70	N0°06'28"E
L19	312.19	N50°06'28"E
L20	148.28	N10°07'33"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	28.28	N55°07'33"W
L22	50.00	N10°07'33"W
L23	28.28	N34°52'27"E
L24	91.00	N10°07'33"W
L25	99.59	N2°37'06"E
L26	51.08	N79°52'27"E
L27	100.00	S2°37'06"W
L28	91.00	S10°07'33"E
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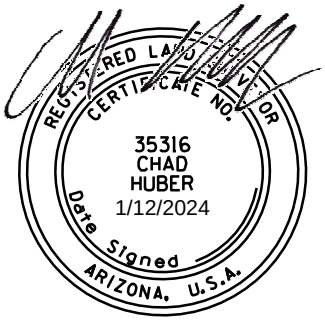

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RESOLUTION 1021-0524

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. 35 – THREE RIVERS RANCH MASTER PLAT; 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 1020-0524 declaring its intent to form the City of Avondale Maintenance Improvement District No. 35 – Three Rivers Ranch Master Plat; 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. 35 – Three Rivers Ranch Master Plat (the "District") as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1021-0524

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH – MASTER PLAT

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY AN ALUMINUM CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, 2659.71 FEET, BEING THE BASIS OF BEARING;

THENCE SOUTH 89 DEGREES, 39 MINUTES, 02 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00° 06' 28" WEST, 1296.40 FEET;

THENCE NORTH 88° 28' 30" WEST, 2554.25 FEET;

THENCE NORTH 00° 10' 41" EAST, 1313.42 FEET;

THENCE SOUTH 88° 07' 16" EAST, 10.01 FEET;

THENCE NORTH 00° 34' 13" WEST, 1308.61 FEET;

THENCE SOUTH 88° 21' 57" EAST, 1290.10 FEET;

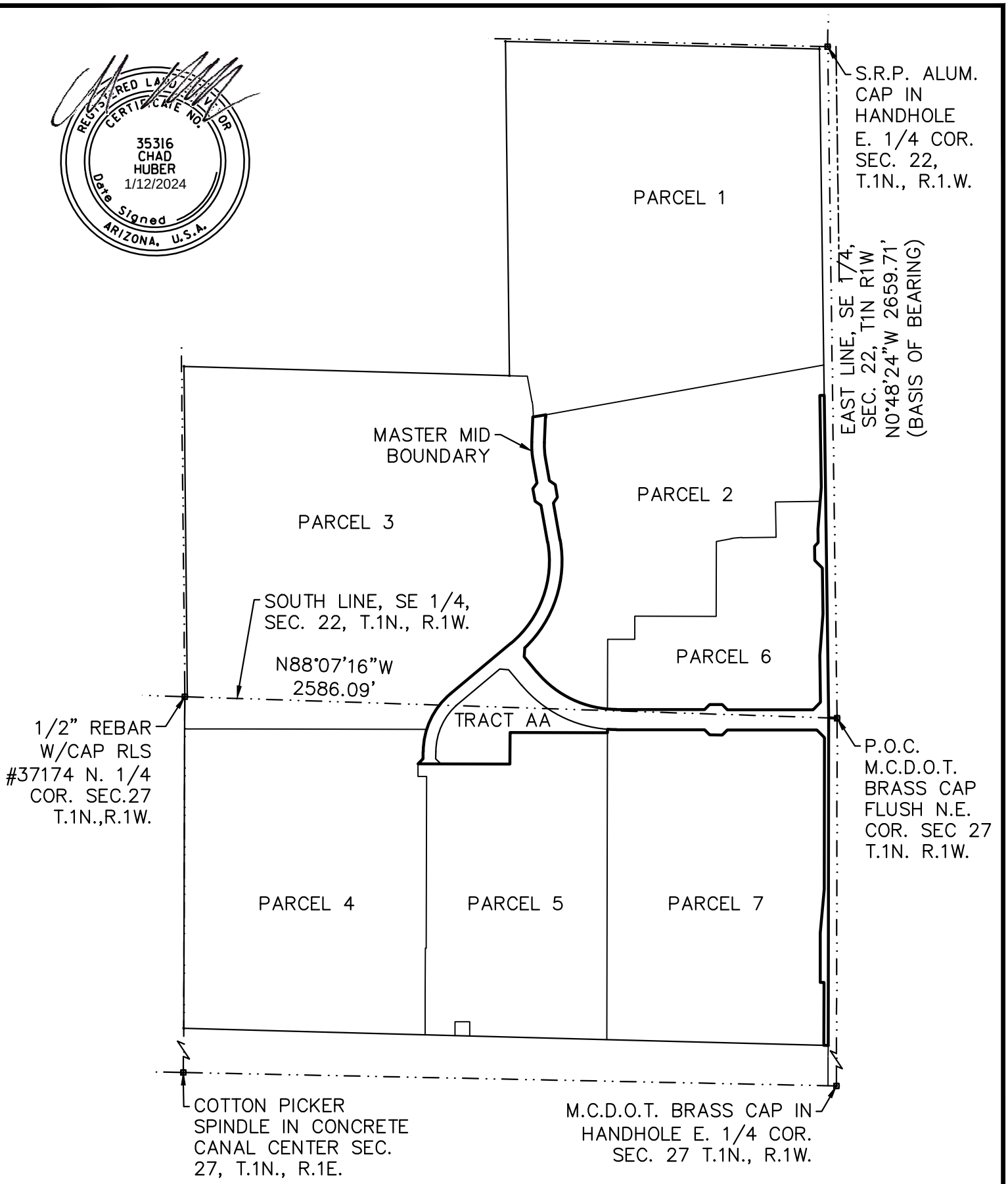
THENCE NORTH 00° 41' 20" WEST, 1324.26 FEET;

THENCE SOUTH 88° 36' 43" EAST, 1244.12 FEET;

THENCE SOUTH 00° 48' 24" EAST, 2650.71 FEET TO THE **POINT OF BEGINNING**;

SAID RIGHT-OF-WAY AND TRACT CONTAINS 8,319,312 SQUARE FEET OR 190.985 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/06/2023
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - MASTER MID EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 35		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 5

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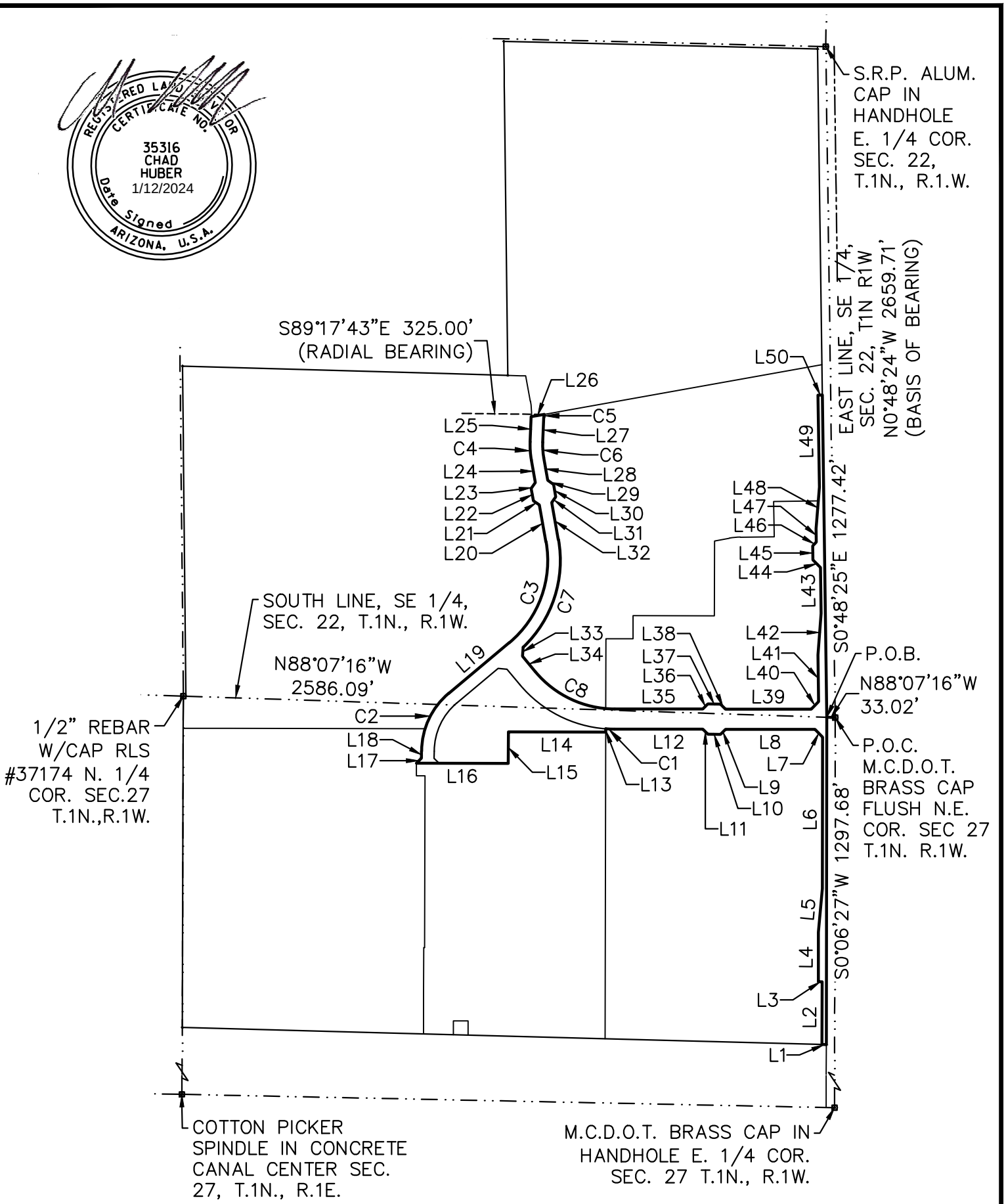

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MID No. 35		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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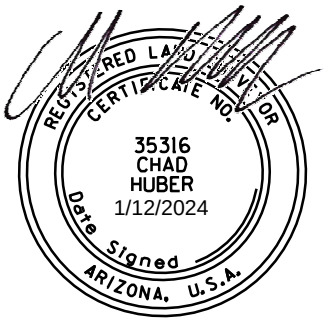
TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
AA	115,526	2.6521	LANDSCAPE / PUBLIC UTILITY EASEMENT / RETENTION

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	249,103	5.7186	THREE RIVERS RANCH PARKWAY / 133RD AVE



CHAD W. HUBER
RLS 35316

MID No. 35

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - MASTER MID
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	3 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.01	N88°28'30"W
L2	248.99	N0°06'28"E
L3	15.00	N89°53'32"W
L4	196.16	N0°06'28"E
L5	173.73	N5°03'40"E
L6	600.67	N0°06'28"E
L7	42.43	N44°53'32"W
L8	354.93	N89°53'32"W
L9	28.28	S45°06'28"W
L10	50.00	N89°53'32"W
L11	28.28	N44°53'32"W
L12	350.07	N89°53'32"W
L13	13.30	S0°06'28"W
L14	385.76	N89°53'32"W
L15	125.00	S0°06'34"W
L16	364.15	N89°53'32"W
L17	28.28	N45°06'28"E
L18	27.70	N0°06'28"E
L19	312.19	N50°06'28"E
L20	148.28	N10°07'33"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	28.28	N55°07'33"W
L22	50.00	N10°07'33"W
L23	28.28	N34°52'27"E
L24	91.00	N10°07'33"W
L25	99.59	N2°37'06"E
L26	51.08	N79°52'27"E
L27	100.00	S2°37'06"W
L28	91.00	S10°07'33"E
L29	28.28	S55°07'33"E
L30	50.00	S10°07'33"E
L31	28.28	S34°52'27"W
L32	148.28	S10°07'33"E
L33	36.08	S3°55'20"W
L34	80.03	S39°53'32"E
L35	350.07	S89°53'32"E
L36	28.28	N45°06'28"E
L37	50.00	S89°53'32"E
L38	28.28	S44°53'32"E
L39	339.40	S89°53'32"E
L40	42.09	N44°39'02"E

CHAD W. HUBER
RLS 35316

MID No. 35

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - MASTER MID
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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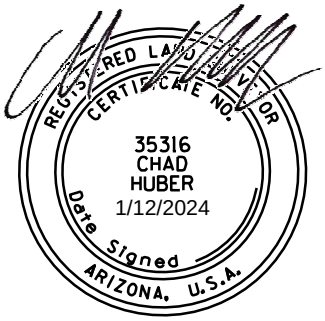

LINE TABLE

LINE	LENGTH	BEARING
L41	185.21	N0°48'24"W
L42	165.68	N4°23'16"E
L43	181.75	N0°48'24"W
L44	42.43	N45°48'24"W
L45	55.69	N0°48'24"W
L46	21.21	N44°11'36"E
L47	53.39	N0°48'24"W
L48	165.61	N4°23'24"E
L49	364.31	N0°48'24"W
L50	17.01	N89°11'36"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	4°05'46"	490.00'	35.03'	N87°50'39"W	35.02'
C2	50°00'00"	300.00'	261.80'	N25°06'28"E	253.57'
C3	60°14'01"	425.00'	446.79'	N19°59'27"E	426.50'
C4	12°44'39"	325.00'	72.29'	N3°45'13"W	72.14'
C5	1°54'50"	325.00'	10.86'	S1°39'41"W	10.85'
C6	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'
C7	56°27'07"	475.00'	468.00'	S18°06'01"W	449.30'
C8	50°00'00"	410.00'	357.79'	S64°53'32"E	346.55'

CHAD W. HUBER
RLS 35316

MID No. 35

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - MASTER MID
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	5 OF 5

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CITY COUNCIL REPORT

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1049-0524 - Shadow Ridge – Development Agreement – Application PL-24-0037

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:
STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development
STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:
City Council will consider a request to adopt Resolution 1049-0524, approving a development agreement with EIEIO, LLC (the "Owner") to clarify the obligations necessary for the Owner to comply with Stipulation 7 of Ordinance 2005-0122, which provides that "the developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision" 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 Shadow Ridge property is approximately 118.5 acres located at the southeast corner of Avondale Boulevard and Miami Avenue, Assessor Parcel Number 101-21-003C (Exhibit A). The 2021 development plan approved for Shadow Ridge consists of a maximum of 416 lots and four (4) lot sizes: 45' x 120', 50' x 120', 55' x 120', and 63' x 120'.

On January 24, 2022, the Avondale City Council adopted Ordinance 2004-0122, annexing the subject property into the corporate limits of the City of Avondale with comparable Urban Residential (R1-6) zoning. The Council also adopted Resolution 1006-0122, approving a major General Plan amendment from Estate Low Density Residential to Medium Density Residential (MDR). At the same meeting, the Council subsequently adopted Ordinance 2005-0122, rezoning the property from Urban Residential (R1-6) to Planned Area Development (PAD) zoning for a single-family residential community known as Shadow Ridge (Exhibit B). The PAD zoning remains in conformance with the MDR designation (Exhibit C).

The proposed development agreement (Exhibit D) regarding water supply must be approved by the City Council prior to the approval of a minor PAD zoning amendment (PL-24-0021) currently under review. The minor PAD zoning amendment will reconfigure the lot sizes and counts to maximize the amount of Salt River Project (SRP) water available to meet the overall development's estimated water demand, per the development agreement provisions.

The existing land uses and zoning of surrounding properties include:
NORTH OF MIAMI AVENUE: Several unincorporated parcels, generally 1 acre in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).
EAST: Several unincorporated parcels, generally 1 acre in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).
SOUTH: The master-planned single-family residential community zoned Entrada PAD, and a pump station owned by the City of Goodyear zoned Rural Residential (RR-43).
WEST OF AVONDALE BOULEVARD: Several undeveloped parcels in agricultural production under consideration for a major General Plan amendment (PL-23-0299) and PAD rezoning (PL-23-0300) for the Hermosa Ranch Technology Campus – North.

SUMMARY OF REQUEST:
The applicant is requesting approval of a development agreement (Exhibit D) in accordance with Stipulation 7 of Ordinance 2005-0122, whereby the City and the Owner agree and understand that the water supply plan contained in Exhibit 4 of the development agreement identifies the outstanding water supply balance required to meet Stipulation 7.

The subject property is located entirely within the City's water service area for purposes of utility service and assured water supply as determined by the Arizona Department of Water Resources (AWDR). The development agreement is intended to provide the specific terms under which the City will provide water service to the property.

As shown in Exhibit 4 of the development agreement, the subject property is located partially within the Salt River Valley Water Users' Association's (SRP) enrolled member lands and is entitled to delivery of certain SRP surface water supplies that may be used by the City to provide for long-term domestic water service uses within the SRP-enrolled portion of the Property. The portion of the property located outside SRP enrolled member lands will be served by other city water sources pursuant to the City's current Integrated Utility Master Plan (IUMP). In addition, the City as the designated water provider shall provide water services to certain uses within the entire property, which will be developed in conformance with the Development Plan, dated December 2021, and included as Exhibit 3 (the Development Plan) of the Development Agreement.

Per the development agreement, the City and Owner have established a Water Supply Plan included as Exhibit 4 for residential and associated uses within the subject property, which identifies a deficiency in water supply for the portion of the property located within SRP enrolled member lands. The Owner has acquired 443 acre-feet of long-term water storage credits to address the water deficiency identified in Exhibit 4 and will transfer such credits to the City and satisfy the expected long-term water demand.

PUBLIC PARTICIPATION:
Public notification is not required for development agreement applications.

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

DISCUSSION:
The development agreement is necessary in order to facilitate the provision of the necessary water supplies to serve development of Shadow Ridge pursuant to Stipulation 7 of Ordinance 2005-0122; and the terms of the development agreement shall constitute covenants running with the property as more fully described in the agreement.

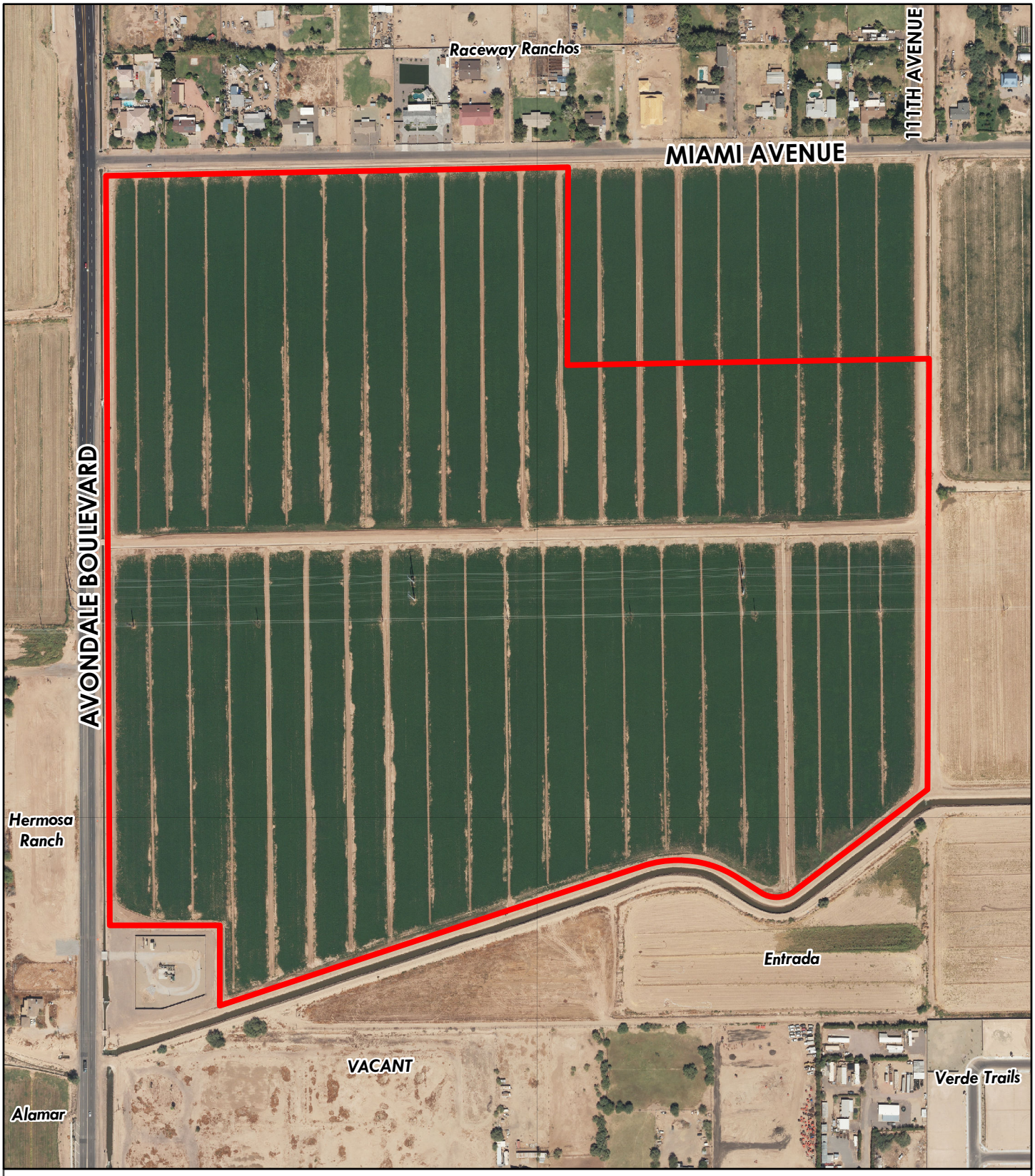
BUDGET IMPACT:
No budget impacts

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving a development agreement with EIEIO, LLC and authorize the Mayor or the City Clerk to execute the agreement.

Contact person for document distribution: *Sandra Freund*

Exhibit A



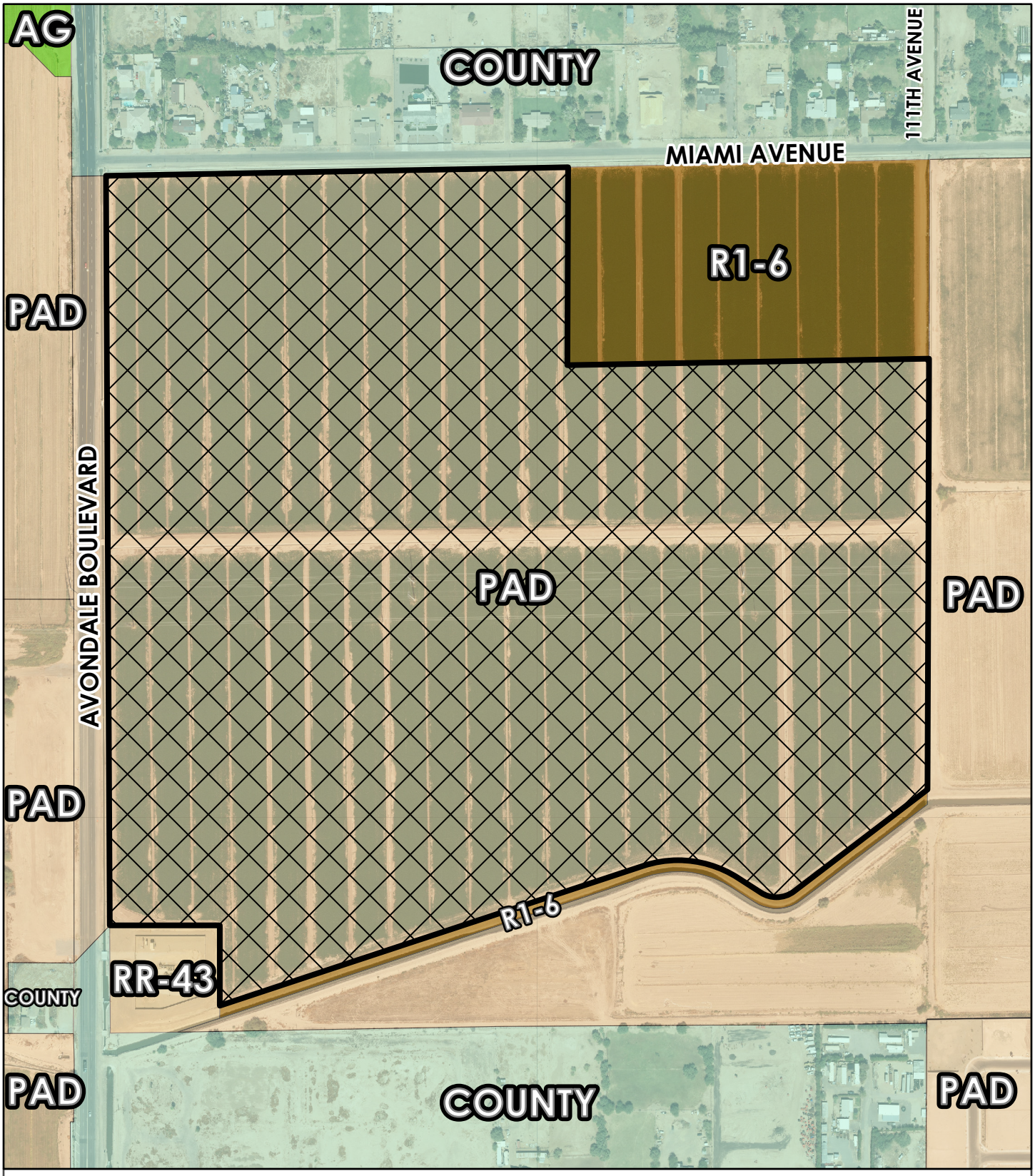
Aerial Map

Avondale

Subject Property

Date: 4/30/2024

Exhibit B



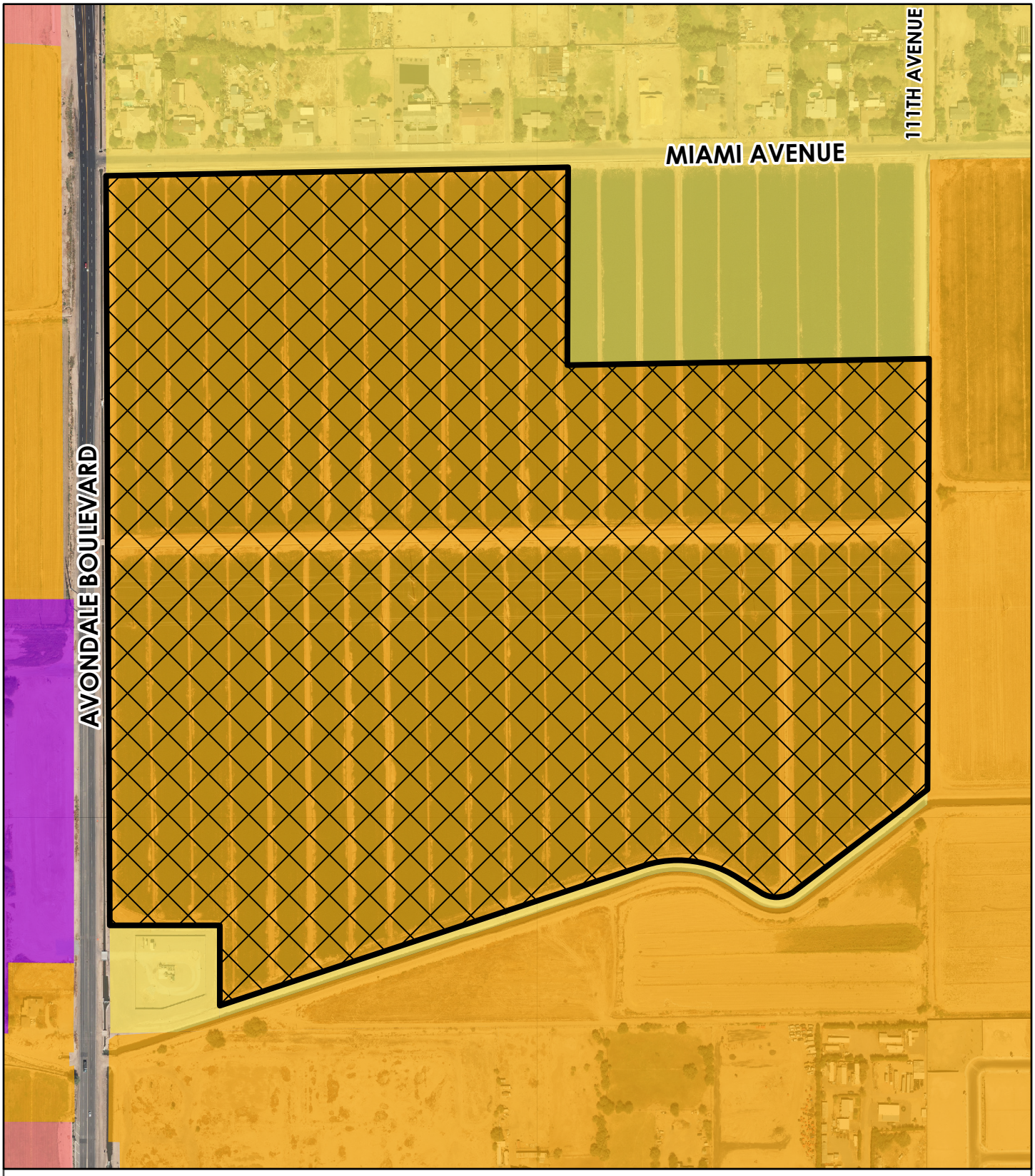
Zoning Vicinity

Avondale

Subject Property

Date: 4/30/2024

Exhibit C



General Plan Land Use

Avondale

- Estate/Low Density Residential
- Medium Density Residential
- Local Commercial
- Business Park

Subject Property

Date: 4/30/2024

RESOLUTION NO. 1049-0524

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH EIEIO, LLC FOR THE SHADOW RIDGE REDSIDENTIAL COMMUNITY.

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

SECTION 1. The Development Agreement with EIEIO, LLC for the Shadow Ridge residential community (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1049-0524

[Agreement]

See following pages.

When recorded, return to:
City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") isentered into May 20, 2024 (the "**Effective Date**"), by and between the City of Avondale, an Arizona municipal corporation (the "**City**") acting by and through the Mayor and City Council (the "**Council**") and EIEIO, LLC an Arizona limited liability company (the "**Owner**"). The City and Owner are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Arizona Revised Statutes ("**ARS**") § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property to provide for development of such property and establish certain development rights thereon.

B. The Owner owns approximately 118.5 acres of real property located at the southeast corner of Avondale Boulevard and Miami Avenue in Avondale, Arizona, legally described in Exhibit 1 and depicted on Exhibit 2, both of which are attached hereto and incorporated herein by reference (the "**Property**").

C. On January 24, 2022, Avondale City Council approved Ordinance 2005-0122, rezoning the Property from Urban Residential ("**R1-6**") to Planned Area Development ("**PAD**"), subject to ten (10) stipulations, for a single-family residential community ("**Shadow Ridge**"). The Property is Medium Density Residential ("**MDR**") on the City's General Plan 2030 and the PAD remains in conformance with MDR designation.

D. This Agreement clarifies the obligations necessary for Owner to comply with Stipulation 7 of Approved Ordinance 2005-0122 which provides that "the developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision" (the "**Water Supply Stipulation**").

E. As shown in Exhibit 4, the Property is located partially within the Salt River Valley Water Users' Association's ("**SRP**") enrolled member lands and is entitled to delivery of certain SRP surface water supplies that may be used by the City to provide for long-term domestic water service uses within the SRP-enrolled portion of the Property. The portion of the Property located outside SRP enrolled member lands will be served by other city water sources pursuant to the City's current Integrated Utility Master Plan ("**IUMP**"). In addition, the City as the designated water provider shall provide water services to certain uses within the entire Property, which will be developed in conformance with the Conceptual Development Plan, dated December 2021, and included as Exhibit 3 (the "**Development Plan**").

F. The subject Property is located entirely within the City's water service area for purposes of utility service and assured water supply as determined by the Arizona Department of Water Resources. This Agreement is intended to provide the specific terms under which the City will provide water service to the Property.

G. City and Owner have reviewed the City's plan to provide a water supply for the City and the Property in accordance with the IUMP, the proposed uses for the Property as shown on the Development Plan, and the SRP-enrolled status for a portion of the Property. City and Owner have established a Water Supply Plan included as Exhibit 4 for residential and associated uses within the Property which identifies a deficiency in water supply for the portion of the Property located within SRP enrolled member lands.

H. Owner declares it has acquired 443 Acre Feet of long-term water storage credits ("**Long-Term Storage Credits**") in the name of Jewel Investment Company, LP to address the water deficiency identified in Exhibit 4. Owner's transfer of Long-Term Storage Credits to the City pursuant to A.R.S. § 45-854.01 will provide the City with the water supplies necessary to satisfy the Property expected long-term water demand. Owner warrants that they have the legal authority and right to convey the Long-Term Storage Credits held by Jewel Investment Company, LP to the City.

I. The Parties understand and acknowledge that this Agreement is a "**Development Agreement**" within the meaning of and entered into pursuant to the terms of A.R.S. § 9- 500.05, to facilitate the provision of the necessary water supplies to serve development of the Property pursuant to Stipulation 7 of Approved Ordinance 2005-0122. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

ARTICLE I
WATER ACQUISITION

1.1 The Parties agree and understand that the Water Supply Plan contained in Exhibit 4 identifies the outstanding water supply balance required to meet the Water Supply Stipulation. The City agrees to provide water service to the Property consistent with the Water Supply Plan, subject to the following conditions:

A. The Transaction. Prior to the City's recordation of a final plat within the Property, Owner will transfer to the City the Long-Term Storage Credits stored in an underground storage facility or groundwater savings facility approved by the City Public Works Director in writing ("**Transaction**"). Long-Term Storage Credits stored in either the Agua Fria Constructed or Managed Underground Storage Facilities or Hieroglyphic Mountains Recharge Project may be used to satisfy the requirements of this section without further approval of the City Public Works Director. Upon the Arizona Department of Water

Resources' written confirmation that the Long-Term Storage Credits have been added to the City's long-term storage account, the requirements of this section and the Water Supply Stipulation shall be deemed satisfied for the Water Supply Plan in Exhibit 4 and no additional water resources will be required to be provided by Owner as a condition of water service to the Property. As part of the provision of water resources to the Property, the City will permit the allocation of an Effluent Credit for the portion of the Property which is not enrolled in the Salt River Project based on the volume of the effluent generated from the Property that is enrolled in the Salt River Project. This permission from the City is a specific consideration only for this Agreement and does not reflect any City policy for any other agreement or development.

B. Changes In Use. Owner may update the planned uses for the Property without providing additional water resources to the City so long as such updated Development Plan has an estimated water demand consistent with the zoning and the assumptions made in Exhibit 3 and does not result in any further negative water demand amount. If Owner's updated Development Plan causes the total water balance quantities to be reduced to a further negative balance on either the SRP member lands, the non-member lands, or both, then the Development Plan must supplement the amount of Long-Term Storage Credits described in Subsection 1.1 (A) to be conveyed to the City. For example, if Owner were to add water demand to SRP member lands within the Property such that the negative water balance grew to -5.00, then Owner's obligation under Subsection 1.1(A) would be 500 Acre Feet of long-term storage credits, subject to a credit for any long-term storage credits already conveyed to the City pursuant to this Agreement. The City will not approve increases in density or intensity of use on the portion of the Property enrolled in the Salt River Project that would result in water demand exceeding the ability to serve with the amount of water that the property is entitled to from the Salt River Project.

C. Existing Requirements and Zoning. The conditions of Subsection A relate solely to the City's commitment of water resources to serve uses within the Property. This Agreement is not intended to address development requirements in addition to the water resources that will provide the assured water supply for the Property. Owner must pay all fees and satisfy other infrastructure requirements for City water service to the Property set forth in City ordinances. Nothing in this Agreement shall be construed to alter the Property's development standards or permitted uses under the approved PAD zoning or impose additional requirements on the Owner beyond the water acquisition and transfer of Long-Term Storage Credits contained in Subsection 1.1 (A).

D. Vested Rights. The City hereby agrees that upon the completion of the Transaction, Owner and its successors and assigns shall have a vested right to develop the Property in accordance with the approved PAD zoning and that the PAD expiration specified under Section 28-113(d) of the Zoning Ordinance are based upon the PAD Ordinance approval dates and any time extensions approved as part of a PAD amendment. The City agrees to cooperate by processing, in a reasonably prompt manner, applications for approval, review and issuance of plans, specifications, permits, plats or any other required filings in accordance with published plan review time frames and consistent with this Agreement and adopted PAD zoning. The determinations of the City in this Agreement and the assurances provided to the Owner in this Agreement are provided pursuant to and as contemplated by A.R.S. § 9-500.05.

E. Term And Effective Date. This Agreement shall become effective upon the Effective Date and remain in place for a period of ten (10) years, after which time this Agreement shall automatically terminate as to the Property with no necessary notice, agreement, or recording by or between the Parties (the "**Term**").

ARTICLE II
REPRESENTATIVES

2.1 To further the cooperation of the Parties in implementing this Agreement, the City and the Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the Public Works Director, or designee, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Owner Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 The City represents and warrants to Owner that:

A. Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. Further Documents. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. No Litigation. As of the date of this Agreement, to the actual knowledge of the City, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the City that could have a material adverse effect on the City's performance under this Agreement, which has not been disclosed in writing to the Owner.

E. Binding Effect. This Agreement (and each undertaking of the City contained herein) constitutes a valid, binding, and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The City will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the City as a party, or which challenges the authority of the City to enter into or perform any of its obligations hereunder. The severability and reformation

provisions of Section 5.9 below shall apply in the event of any successful challenge to this Agreement.

F. No Conflicts. The execution, delivery, and performance of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the City is a party or to which the City is otherwise subject.

G. Counsel Assistance. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

3.2 The Owner represents and warrants to the City that:

A. Authority. The Owner has the full right, power, and authorization to enter into and perform this Agreement and each of Owner's obligations and undertakings under this Agreement, and the Owner's execution, delivery, and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

C. Further Documents. The Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. No Litigation. As of the date of this Agreement, to the actual knowledge of the Owner, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the Owner, which could have a material adverse effect on the Owner's performance under this Agreement, which has not been disclosed in writing to the City.

E. Binding Effect. This Agreement (and each undertaking of the Owner contained herein) constitutes a valid, binding, and enforceable obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owner will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Owner as a party, or which challenges the authority of the Owner to enter into or perform any of its obligations hereunder.

F. No Conflicts. The execution, delivery, and performance of this Agreement by the Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owner is a party or to which the Owner is otherwise subject.

G. Counsel Assistance. The Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

ARTICLE IV
DEFAULT; REMEDIES; TERMINATION

4.1 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owner and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and the Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and the Owner. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate litigation. This Section 4.1 shall not apply to any legal rights of the Owner or the City that must be exercised within a certain number of days that is less than 45.

4.2 No Personal Liability.

A. City to Owner. No member, official, employee or agent of the City shall be personally liable to the Owner, or any successor assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Owner to City. No member, official employee, or agent of the Owner shall be personally liable to the City (1) in the event of any default or breach by the Owner, (2) for any amount that may become due by the City or (3) pursuant to any obligation of the Owner under the terms of this Agreement.

ARTICLE V
GENERAL PROVISIONS

5.1 Cooperation. The City and the Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

5.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

5.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A)

delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With copy to:	City of Avondale Attorney's Office 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris
If to Owner:	Jewel Investment Company, LP 2415 E. Camelback Rd. Ste. 700 Phoenix, Arizona 85018 Attn: Lisa Kazan
With a copy to:	Bergin, Frakes, Smalley & Oberholtzer, PLLC 4343 E. Camelback Rd. Ste. 210 Phoenix, Arizona 85018 Attn: Carolyn Oberholtzer

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of the Property, or any material aspect of the zoning, plat or other approval.

5.6 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

5.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

5.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

5.9 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

5.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

5.11 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

5.12 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

5.13 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

5.14 Termination Upon Lot Sale. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the Property at all, nor running with any individual lots into which the Property may be subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to the Property or to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the Parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "**lot**" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

5.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.16 City Services. City shall provide all City services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

5.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

5.20 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Maricopa County Recorder's Office.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

"City"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Ron Corbin, City Manager

ATTEST:

_____

Marcella Sarmiento, City Clerk

"Owner"

EIEIO, LLC.
an Arizona limited liability company

By: Larry Management Inc.,
an Arizona corporation, as manager

By: Lisa Kazan
Lisa. Kazan, Vice President

EXHIBIT 1
TO
DEVELOPMENT AGREEMENT

Property Legal Description

[Attached]

SHADOW RIDGE
LEGAL DESCRIPTION

That portion of the West half of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded as Special Warranty Deed 2019-0116450 and more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782";

Thence South 00 degrees 15 minutes 28 seconds East (Basis of Bearings) along the West line of said Section 19 a distance of 1322.32 feet to a found brass cap in a hand hole marking the Northwest corner of Lot 2 of Section 19 and the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East along the North line of said Lot 2 and the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1475.98 feet;

Thence South 00 degrees 13 minutes 03 seconds West, parallel with the east line of the Northwest quarter of Section 19 a distance of 635.00 feet;

Thence North 88 degrees 59 minutes 52 seconds East parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1100.00 feet to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, along said East line a distance of 690.63 feet to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West along the East line of the Southwest quarter of Section 19 a distance of 619.65 feet to the North line of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231;

Thence, for the next five (5) courses along the northerly right-of-way line of the St. John's Ditch, recorded in Book 161 of Deeds, page 231, Official Records, lying 37.50 feet parallel with and concentric to the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West a distance of 510.91 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 87.50 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 107.17 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West a distance of 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 337.50 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 300.74 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West a distance of 1356.76 feet;

Thence, leaving said right-of-way line, North 00 degrees 00 minutes 00 seconds East a distance of 244.08 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 405.00 feet to the West line of Lot 3 of Section 19, from whence the Southwest corner of said Lot 3 bears South 00 degrees 13 minutes 47 seconds East a distance of 330.88 feet;

Thence North 00 degrees 13 minutes 47 seconds West along said West line a distance of 990.70 feet to a found brass cap in a hand hole marking the West quarter corner of Section 19;

Thence North 00 degrees 15 minutes 28 seconds West along the West line of Lot 2 of Section 19 a distance of 1322.32 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,160,552 sq. ft. (118.4700 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: Feb. 2021

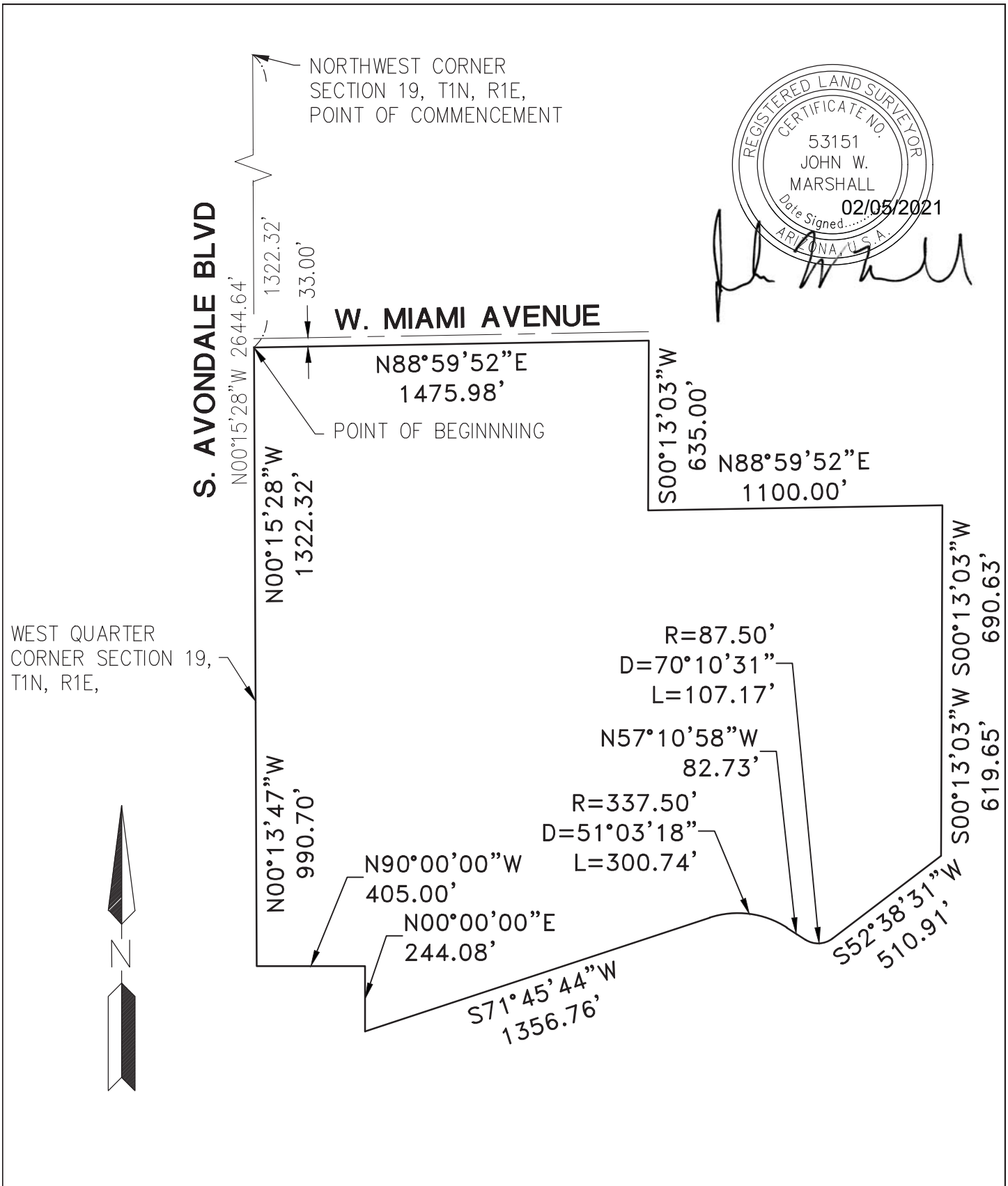
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed
ARIZONA, U.S.A.

JOHN W. MARSHALL
02/05/2021

EXHIBIT 2
TO
DEVELOPMENT AGREEMENT

Map of Property

[Attached]



PROJ.NO.:	2297	SHADOW RIDGE PAD – REZONE MARICOPA COUNTY, AZ	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE:	FEB 2021		
SCALE:	NTS		
DRAWN BY:	KM	EXHIBIT	
CHECKED BY:	JWM		

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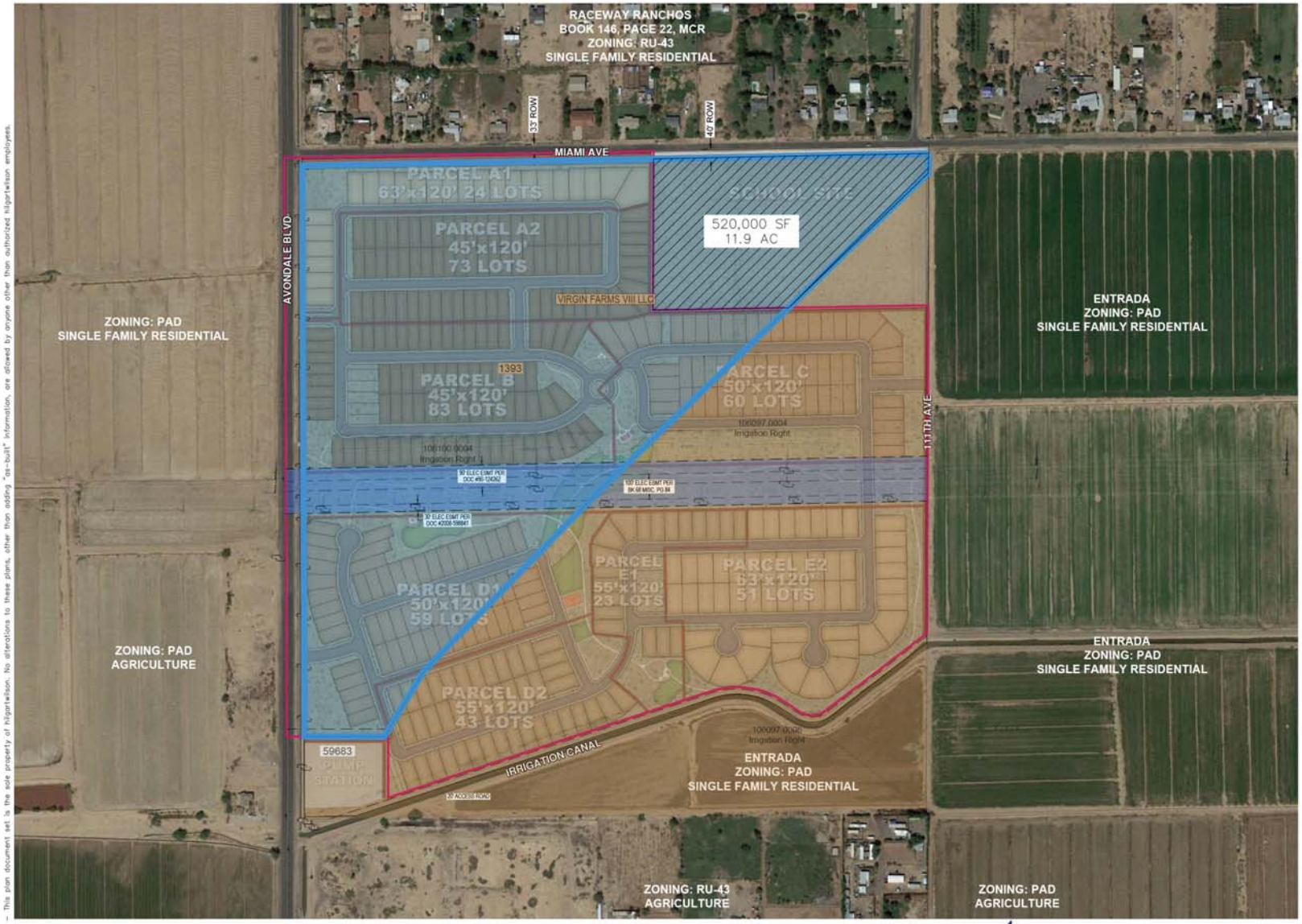
EXHIBIT 3
TO
DEVELOPMENT AGREEMENT

Development Plan

[Attached]



LEGEND:

- PROJECT BOUNDARY
- POWER POLE
- WATER RIGHTS LINE
- ON PROJECT WATER
- OFF PROJECT WATER

Site Data Table			
Parcel No.	Typical Lot Size	Lot Count	Gross Acres
A1	63' x 120'	24	9.4
A2	45' x 120'	73	12.6
B	45' x 120'	83	17.8
C	50' X 120'	60	17.4
D1	50' X 120'	59	18.6
D2	55' x 120'	43	10.4
E1	55' x 120'	23	6.0
E2	63' x 120'	51	15.8
Electrical Easement		-	10.6
Total		416	118.5

NOTE:
1. 111th Ave improvements to be coordinated with Entrada at platting.
2. School trail connection to be coordinated with school district at platting.
3. Electrical easements plotted to the best of our ability per land survey services PLC ALTA dated 4-8-19.

North Scale: 1" = 400' (11X17)

0 200' 400' 800'

APRIL 8, 2024

SHADOW RIDGE

MARICOPA COUNTY, AZ

CONCEPTUAL SITE PLAN - WATER RIGHTS

Land Advisors ORGANIZATION

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

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EXHIBIT 4
TO
DEVELOPMENT AGREEMENT

Water Supply Plan

[Attached]

Water Supply Plan

Shadow Ridge - On-SRP Project Water Balance Calculations			
Total Acreage	118.4699		
SRP - On SRP-Project Acreage	60.5598	51.12%	
Total Lots	416		
Lots On SRP Project	252	60.58%	
Water Demands	361	GPD/EDU	Conservation Rate (reduced from 450 gpd/edu)
Lot Demand On Project	101.90	AFY	
SRP - Low Water Use	11.25		Low water use = 7.5 acres (80% coverage of OS)
SRP - Turf	12.4	AFY	Turf Reduction to 2 acres
Effluent Credit			
			Effluent generated by SRP lots transferred to off-project demand - no credit given to SRP land
SRP - On Project Total Demand	125.55	AFY	
Water Supply			
SRP - On SRP Project Supply	121.12	AFY	Surface Water Allocation (per SRP, the account is 60.56 acres eligible, and the IUMP assumes a normal year SRP surface allocation of 2Ac-Ft/Ac)
Non SRP Supply (IUMP)	0.00	AFY	
Water Balance			
SRP In-Excess Non-Effluent Supply	-4.43	AFY	

Shadow Ridge - Off Project Water Balance Calculations			
Total Acreage	118.4699		
Non SRP - Project Acreage	57.9101	48.88%	
Total Lots	416		
Non-SRP Lots	164	39.42%	
Water Demands	361	GPD/EDU	Conservation Rate (reduced from 450 gpd/edu)
Non-SRP Lots	66.32	AFY	
SRP - Low Water Use	11.25		Low water use = 7.5 acres (80% coverage of OS)
Non-SRP Turf common areas	0	AFY	No turf off project
Effluent Credit			
SRP project units - Recharge Credit Transfer to Off Project Land	-50.95	AFY	Recharge Credit of 50% of calculated demand from SRP lots; no effluent credit for off-project lots
Off SRP Project Demand	26.62	AFY	
Water Supply			
SRP - On SRP Project Supply	0.00	AFY	No On-Project Water for Off-Project Land.
Non SRP Supply (IUMP)	29.19	AFY	Original IUMP Low Density amount. 450gpd/DU. 1DU/Acre
Water Balance			
Off Project - Excess Supply	2.57	AFY	

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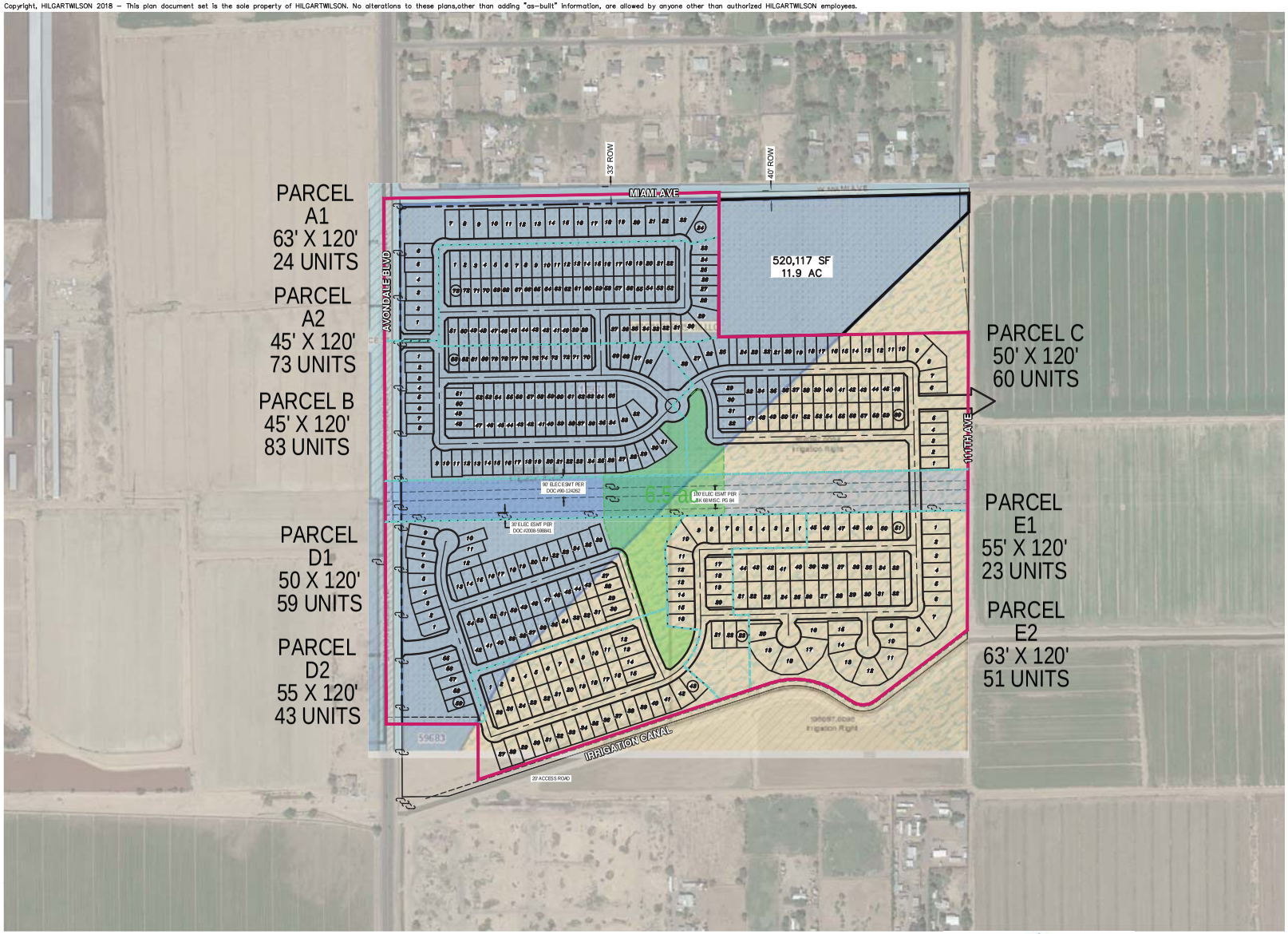


LEGEND:

PROJECT BOUNDARY

POWER POLE

Site Data Table			
Parcel No.	Typical Lot Size	Lot Count	Gross Acres
A1	63' x 120'	24	9.5
A2	45' X 120'	73	12.5
B	45' X 120'	83	17.7
C	50' x 120'	60	17.6
D1	50' X 120'	59	18.6
D2	55' x 120'	43	10.5
E1	55' x 120'	23	5.9
E2	63' x 120'	51	15.8
Electrical Easement		-	10.6
Total		416	118.7

252 LOTS WITHIN SRP MEMBER LANDS

164 LOTS OUTSIDE SRP MEMBER LANDS

416 TOTAL LOTS

NOTE:

1. 111th Ave improvements to be coordinated with Entrada at platting.
2. School trail connection to be coordinated with school district at platting.
3. Electrical easements plotted to the best of our ability per land survey services PLC ALTA dated 3-26-15.

SHADOW RIDGE

AVONDALE, AZ

CONCEPTUAL SITE PLAN -09 - OPT 4 SRP LOT COUNT

Land Advisors ORGANIZATION

APRIL 10, 2024
SCALE: 1"=200' (24x36)

NORTH

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

This plan is conceptual and subject to change through the planning and development process.

\\Server01\project\2200\2297\2297.01 Trenton Management Company\PLANNING\LANDUSE&SITEPLANS\2297 – SHADOW RIDGE CSP–09 – OPT 4 – SRP LOT COUNT.dwg 4/10/2024 3:13 PM

CITY COUNCIL REPORT

ITEM NUMBER: 4.j.

SUBJECT: Ordinance 2011-0524 - Amending the Avondale City Code, Chapter 7 - Special Events Code, to allow for Block Parties

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kirk L. Beaty, Public Works 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:

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.

Block parties allow immediate residents in a neighborhood to connect in a manner that helps to improve neighborhood safety, deters crime, and builds a sense of community pride.

PURPOSE:
City Council will consider a request to adopt Ordinance 2011-0524, amending the City of Avondale City Code, Chapter 7 - Special Events, to allow for Block Parties, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:
Within the last year, several residents have inquired to the City about holding block parties in their neighborhoods. The Avondale City Code, Chapter 7 - Special Events Code, allows for the closure of a public roadway for Special Events as defined in the Code. The City has an extensive application process for Special Events with requirements and conditions that would not be applicable to neighbors, living on the same residential street, wishing to hold a private neighborhood event (a.k.a. Block Party).

DISCUSSION:
This amendment to City Code defines a Block Party, establishes a Block Party Permit, stipulates that a Block Party shall not be considered a Special Event, and authorizes the City Manager to approve and adopt additional rules, regulations, policies and procedures governing the requirements for the issuance of a Block Party Permit that are simplified as compared to the Special Event application process. A block party is defined as a private event with a gathering of residents of less than 100 attendees whereby residents will be allowed to block off a residential street or cul-de-sac for the purpose of a private block party benefiting the residents of said street or cul-de-sac.

The Public Works Department will manage the Block Party Program and will establish an application process. The block party organizer shall file an application 30 days prior to the date of the block party. The organizer must provide to the City, as part of the application, written consent from a minimum of 70% of the households impacted by the street or cul-de-sac closure. The Public Works Department shall coordinate with impacted city departments including Police, Fire and Medical, and Engineering to inform of the pending block party and identify any conditions or concerns that may lead to the denial of the application that may include ongoing construction on the street or significant disruption of traffic flow in the area that could create a safety concern. Arterial and collector roads will not be allowed to close for block parties. The Public Works Department shall issue the final approval (or denial) of the Block Party Permit. The Public Works Department will deliver the necessary road barricades to the event organizer to set up and remove on the day and time of the scheduled block party. Block parties will be allowed on Saturday, Sunday and the following holidays: Memorial Day, Independence Day (4th of July), and Labor Day. Block parties will be allowed between the hours of 9:00 AM - 9:00 PM. Block parties and the attendees must adhere to other provisions of City Code including but not limited to provisions for noise and the prohibited consumption of alcoholic beverages within a City right of way. The Block Party Program will apply only to city-owned rights of way and will exclude county, state or private roadways.

With the adoption of the Ordinance, the Block Party Program will go into effect immediately with the first approved block parties to be held on July 4, 2024.

BUDGET IMPACT:
There is no budget impact with this item.

RECOMMENDATION:
Staff recommends City Council to adopt an Ordinance, amending Avondale City Code, Chapter 7 - Special Events Code, to allow for Block Parties, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the documents. The Council will take the appropriate action.

Contact person for document distribution: *Harold Siguenza, Gustavo Garcia*

ORDINANCE NO. 2011-0524

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 7 (SPECIAL EVENTS CODE) TO ALLOW FOR BLOCK PARTIES.

SECTION 1. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-1 (Definitions) is hereby amended to read as follows:

7–1 Definitions.

. . . . .

"Block Party." a gathering of residents with less than 100 attendees where the City has authorized the residents to close off a portion of a street for the benefit of residents. A Block Party is not an "open to the public" event. If the event organizer intends the Block Party to be open to the general public or the event is a Special Event as defined herein, the resident must apply for a Special Event Permit.

"Block Party Permit" The written authorization from the city allowing an Avondale resident with an interest in an affected property to hold a Block Party pursuant to this chapter.

. . . . .

"Special Event." " Any gathering, use, event, or activity that meets any of the following criteria:

(a) Involves or is expected to attract more than one hundred fifty (150) people;

(b) Involves the closing or partial closing of a public street or right-of-way; or that restricts the use of a public street or right-of-way, which includes by way of example, but not limitation, races over public streets and/or sidewalks, except that a Block Party with a Block Party Permit issued by the City shall not be considered a Special Event unless it meets another criteria of this section;

. . . . .

SECTION 2. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-3 (Exceptions) is hereby amended to add a new subsection (d) as follows:

. . . . .

(d) The city manager or their authorized designee may suspend enforcement of this Chapter or any part hereof for designated special events.

. . . . .

SECTION 3. The Avondale City Code, Chapter 7 (Special Events Code), is hereby amended to add a new Section 7-6 (Block Parties) to read as follows:

7-6. Block Parties

(a) Any person seeking the issuance of a Block Party Permit shall make an application with the City at least 30 days prior to the Block Party in a form prescribed by the City Manager or their designee.

(b) Section 7-5 of this Chapter, except sections 7-5 (k), (m), and (n) shall apply to Block Parties as if they are Special Events.

(c) The city manager is hereby authorized to approve and adopt administratively, additional rules, regulations, policies and procedures governing the requirements for the issuance of Block Party Permits and their operation provided such rules, regulations, policies and procedures are not inconsistent with specific ordinances and resolutions adopted by the city council.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. 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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.k.

SUBJECT: Ordinance 2012-0524 – Abandonment of 5th Street Right-of-Way

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:
City Council will consider a request to adopt Ordinance 2012-0524, authorizing the abandonment of 5th Street right-of-way generally located south of Western Avenue and east of 4th Street and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
5th Street was platted and dedicated for public use (as 3rd Street) per a map titled "Avondale a Subdivision of East-Avondale" as recorded in Book of Maps 21, Page 34, with the Maricopa County Recorder's Office.

City Council approved "Final Plat of Avondale Library" on September 19, 2007, which was recorded in Book of Maps 963, Page 20, with the Maricopa County Recorder's Office. The plat referenced a portion of 5th Street right-of-way, 65-feet in width, to be abandoned by the plat. However, this right-of-way should have been abandoned by a separate City Council action and not by recorded plat.

DISCUSSION:
Staff wishes to abandon the right-of-way in the proper manner by adoption of an ordinance by City Council authorizing the abandonment of the right-of-way. The abandonment consists of an area containing 2,675 square feet.

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

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the abandonment of 5th Street right-of-way generally located south of Western Avenue and east of 4th Street and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Terry Dorschied*

Vicinity Map

Avondale

Abandonment Area

Not to Scale

Prepared on 4/4/2024 by the Geospatial Services Division of the Information Technology Department

R:\GIS\Maps\Exhibits\5thStreet_Abandonment

ORDINANCE NO. 2012-0524

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING 5TH STREET RIGHT-OF-WAY GENERALLY LOCATED SOUTH OF WESTERN AVENUE AND EAST OF 4TH STREET, IN AVONDALE, ARIZONA AND CAUSING THE RIGHT-OF-WAY TO BE RETURNED TO THE LARGER CITY PARCEL FOR OTHER PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to dispose of its acquired property as the City's interests may require; and

WHEREAS, the 5th Street Right-of-Way located south of Western Avenue and east of 4th Street is dedicated for public use by plat entitled Final Plat of Avondale Library and adopted by the Council of the City of Avondale (the "City Council") on September 19, 2007 and recorded at Book 963, Page 20 in the Office of the Maricopa County Recorder on December 20, 2007 (the "Right-of-Way"); and

WHEREAS, the City Council has determined that the Right-of-Way, consisting of ± 0.20 acres of real property is no longer needed and desires the said property (the "Abandoned ROW") to be abandoned to the adjacent larger City parcel APN 500-43-972 for future public use; and

WHEREAS, the Abandoned ROW has never been used as a roadway and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

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

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary for public use as a roadway, and (ii) abandoned to the adjacent City owned parcel, labeled as APN 500-43-972 for future public use.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned ROW designation as a roadway shall be forever extinguished, and all right and title to the real property described therein shall revest in the City, which is the owner of the land abutting the Abandoned ROW.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2012-0524

[Legal Description and Map of Abandoned Roadway]

See following pages.

EXHIBIT "A"
Abandonment of 5th Street
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart and Western Avenue also being the Northeast Corner (NE) of section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 of the Maricopa County Recorder's Office;

THENCE along said section line, North 89 degrees 44 minutes 19 seconds West, a distance of 1095.59 feet to a point along the centerline of Western Avenue;

THENCE departing said centerline, South 00 degrees 15 minutes 41 seconds West, a distance of 40.00 feet to a point on the South Right of way line of Western Avenue and also being the **point of Beginning**;

THENCE South 01 degrees 28 minutes 09 seconds East a distance of 133.44 feet to a point on the North Right of way Line of Belmont Drive;

THENCE along said line North 89 degrees 44 minutes 10 seconds West a distance of 32.51 feet to an angle point in Right of Way;

THENCE Continuing along Said Right of Way, South 89 degrees 57 minutes 32 seconds West a distance of 32.51 feet;

THENCE North 01 degrees 28 minutes 09 seconds West a distance of 133.61 feet to a point on the South Right of Way line of Western Avenue;

THENCE South 89 degrees 44 minutes 13 seconds East a distance of 65.02 feet to the **Point of Beginning**;

Containing 2675.3 sqft or 0.20 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

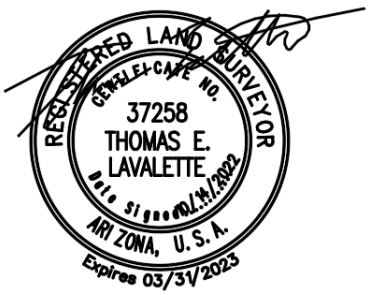
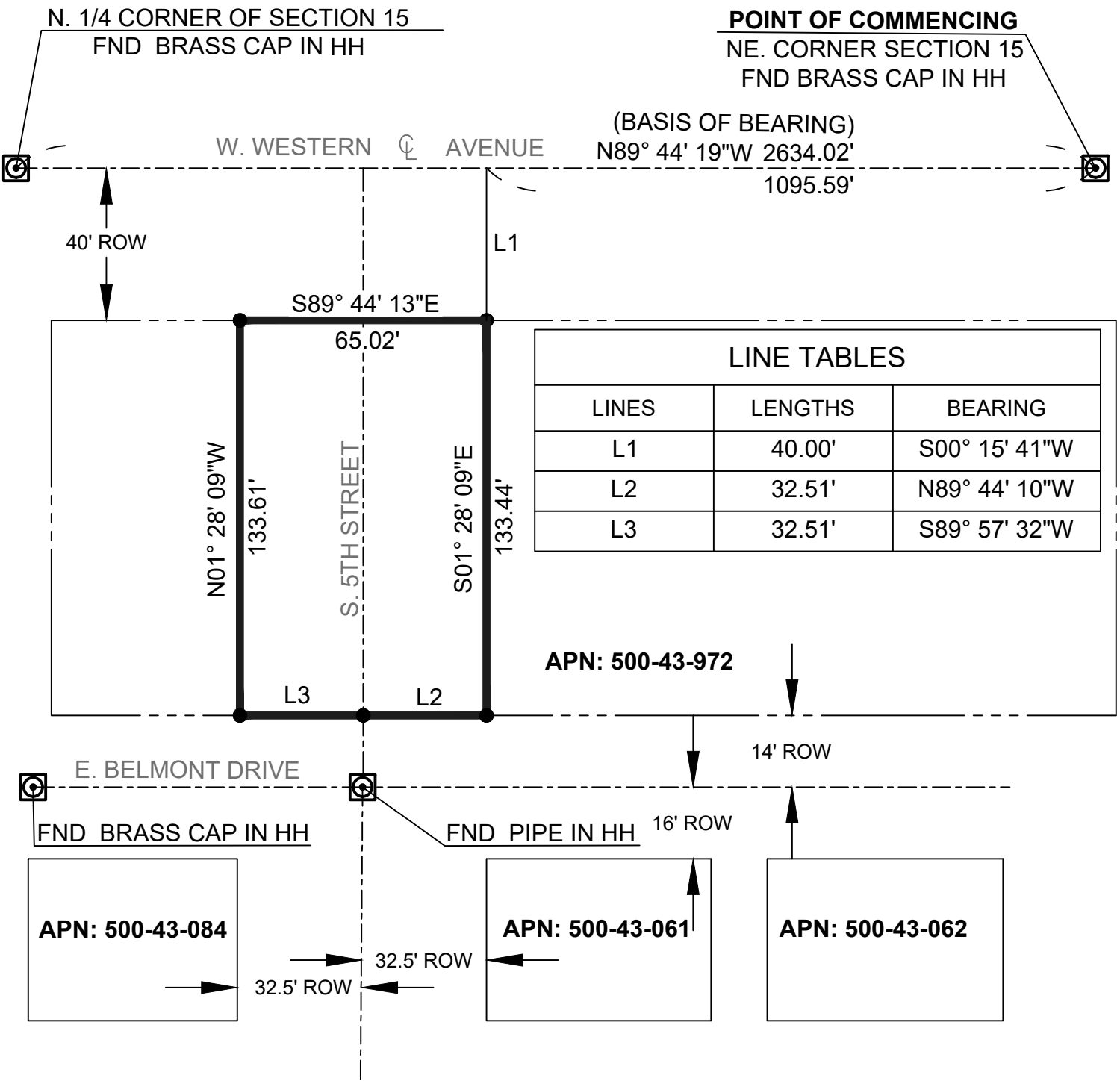


EXHIBIT "A"



LINE TABLES		
LINES	LENGTHS	BEARING
L1	40.00'	S00° 15' 41"W
L2	32.51'	N89° 44' 10"W
L3	32.51'	S89° 57' 32"W

NORTH

SCALE:
NTS
T1N R1W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 10/14/2022
ARIZONA, U.S.A.
Expires 03/31/2023

ENGINEERING ALLIANCE
INC

PROJECT: 2022-M-94	
DATE: 10-14-2022	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: ABANDONMENT OF 5TH STREET	
SHEET NO: 1 OF 1	

CITY COUNCIL REPORT

ITEM NUMBER: 4.l.

SUBJECT: Ordinance 2013-0524 - Amending the Avondale City Code, Chapter 27, Boards, Commissions, and Committees, Section 27-1, Dissolution of the Volunteer Fire Department Pension Board

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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 Ordinance 2013-0524, amending the City of Avondale City Code, Chapter 27, Boards, Commissions, and Committees, Section 27-1, dissolving the Volunteer Fire Department Pension Board and authorize the Mayor of City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
City Council established the Volunteer Fire Department Pension Board to administer Volunteer Fire Fighters Relief and Pension Fund benefits to past volunteer firefighters within the City. The last surviving beneficiary of the Fund passed away on November 25, 2023 and was recognized by proclamation at the City Council Meeting on January 22, 2024.

By affirmative motion on March 12, 2024, the Board recommended to the City Council that the Board be dissolved and the remainder of the Fund be transferred to the Arizona Public Safety Personnel Retirement System to be applied to any past or present unfunded liabilities pursuant to ARIZ. REV. STAT. § 9-958(D).

DISCUSSION:
Staff wishes to dissolve the Board and transfer the remainder of the Fund to the Arizona Public Safety Personnel Retirement System to be applied to any past or present unfunded liabilities pursuant to ARIZ. REV. STAT. § 9-958(D).

BUDGET IMPACT:
Staff requests authorization to make the necessary transfer of appropriation to in order to utilize the remaining fund balance towards the unfunded liability in the Arizona Public Safety Retirement System.

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the dissolution of the Volunteer Fire Department Pension Board.

Contact person for document distribution: *Marcella Sarmiento, Julie Knoll*

ORDINANCE NO. 2013-0524

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 27 (BOARDS, COMMISSIONS, AND COMMITTEES), SECTION 27-1 (CREATED) RELATING TO THE DISSOLUTION OF THE VOLUNTEER FIRE DEPARTMENT PENSION BOARD.

WHEREAS, City of Avondale (the "City") boards, commissions and committees have a primary role to encourage increased public input and citizen participation in the determination of City policies and procedures; and,

WHEREAS, the City Council established the Volunteer Fire Department Pension Board (the "Board") to administer Volunteer Fire Fighters Relief and Pension Fund (the "Fund") benefits to past volunteer firefighters within the City; and,

WHEREAS, the last surviving beneficiary of the Fund has passed away; and,

WHEREAS, by affirmative motion on March 12, 2024, the Board recommended to the City Council that the Board be dissolved and the remainder of the Fund be transferred to the Arizona Public Safety Personnel Retirement System to be applied to any past or present unfunded liabilities pursuant to ARIZ. REV. STAT. § 9-958(D).

WHEREAS, the City Council wishes to accept the Board's recommendation to dissolve the Board and transfer the remainder of the Fund to the Arizona Public Safety Personnel Retirement System to be applied to any past or present unfunded liabilities pursuant to ARIZ. REV. STAT. § 9-958(D); and,

WHEREAS, the City Council wishes to recognize both past and present members of the Board for their contributions to public safety within the City.

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

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

SECTION 2. The Avondale City Code, Chapter 27 (Boards, Commissions, and Committees), section 27-1 (Created) is hereby amended to read as follows:

27-1 Created.

There are hereby created the following boards, commissions and committees of the City of Avondale:

1. Board of adjustment.
2. Employee benefit trust.

3. Energy, environmental, and natural resources commission.

4. Judicial advisory board.

5. Municipal arts committee.

6. Neighborhood and family services commission.

7. Parks and recreation advisory board.

8. Planning commission.

9. Public safety boards.

   a. Corrections officer retirement system board.

   b. Public safety personnel retirement system board - Fire.

   c. Public safety personnel retirement system board - Police.

   ~~d. Volunteer fire department pension board.~~

10. Risk management trust fund board.

11. Worker's compensation board.

12. Youth advisory commission.

SECTION 3. The City Council hereby approves the transfer of remaining money in the Fund to the Arizona Public Safety Personnel Retirement System to be applied to any past or present unfunded liabilities pursuant to ARIZ. REV. STAT. § 9-958(D).

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. 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 Ordinance.

PASSED **AND ADOPTED** by the Council of the City of Avondale, Arizona, May 20, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.m.

SUBJECT: Three Rivers Ranch Master Final Plat – Application PL-23-0277

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:
City Council will consider a request to: (a) approve Application PL-23-0277, a request by Jason Burm with Kimley-Horn and Associates, Inc., on behalf of Jim Stockwell with Three Rivers Ranch, LLC, for approval of a master final plat for Three Rivers Ranch located west of the intersection of Alamar Boulevard and Dysart Road, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Sonoma Communities has submitted a proposal for Three Rivers Ranch subdivision located on 190.993± gross acres of property identified by APNs 500-60-001C, 500-60-001D and 500-77-005A, located west of the intersection of Alamar Boulevard and Dysart Road. The development will consist of residential units across seven (7) development parcels, offering a mixture of housing options to include single-family residential homes, rental homes, and single-family attached townhomes along with open spaces and amenity sites. Parcels 1 through 5 will consist of traditional single-family residential housing, while Parcels 6 and 7 will consist of townhomes and build-to-rent (BTR) housing.

On December 5, 2022, City Council adopted Resolution 1076-1122, amending the General Plan 2030 Land Use Map designations for the property from Estate/Low Density Residential and Mixed-Use to Medium Density and Medium/High Density.

At the same meeting, City Council adopted Ordinance 2064-1122, annexing the project property into the City's corporate limits, and Ordinance 2065-1122, to change the zoning of the subject site from Rural Residential

(RR-43) to Planned Area Development (PAD) to allow for residential and multifamily residential uses.

City Staff approved the preliminary plat for Three Rivers Ranch on June 7, 2023.

DISCUSSION:
The Three Rivers Ranch PAD will allow for 961 residential units across the seven (7) development parcels. Due to drainage constraints for the site, Parcels 1 through 5 are designed for 512 single-family residential lots. Parcel 6 and Parcel 7 will be submitted per a separate application at a future date.

This request is to establish the boundaries for Parcels 1 through 7, the boundary for Dysart Road along the Three Rivers Ranch frontage and the right-of-way for the collector roads.

The plat will also establish a community park and the location of a sewer lift station to be dedicated to the City later by separate instrument.

The proposed plat will dedicate right-of-way for Dysart Road and Three Rivers Ranch Parkway along with 8-foot public utility easements.

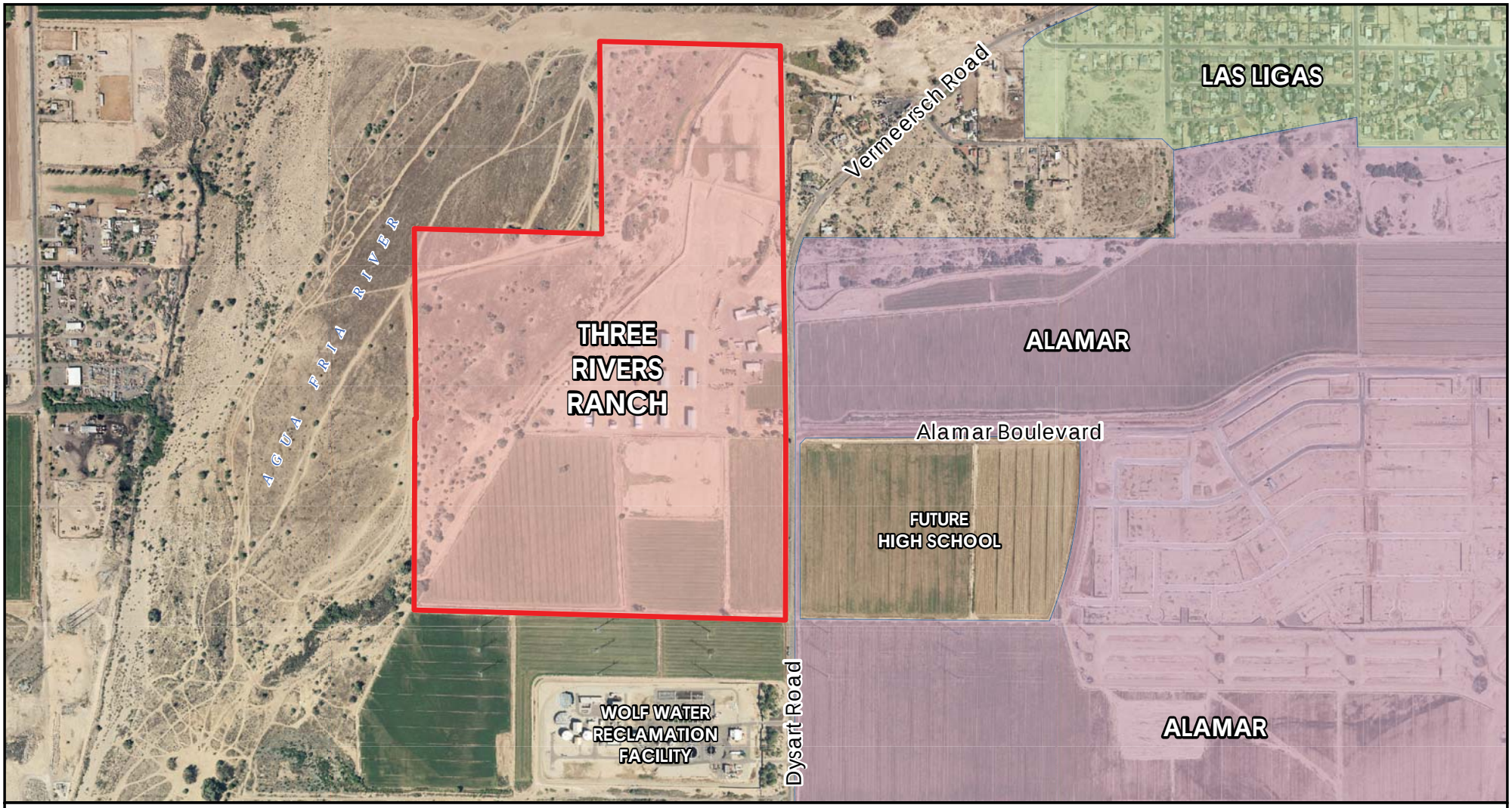
The proposed Master Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Master Final Plat conforms to the boundaries of the Master Final Plat certified by the R.L.S. dated January 24, 2024.

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

RECOMMENDATION:
Staff recommends City Council approve Application PL-23-0277, Three Rivers Ranch Master Final Plat, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Natalie Railey*



Vicinity Map

Avondale

Three Rivers Ranch

Other Neighborhoods
- Alamar
- Las Ligas

Not to Scale

Prepared on 1/18/2024 by the Geospatial Services Division of the Information Technology Department

R:\GIS\Maps\Exhibits\ThreeRiversRanch_MasterPlat\PDF

NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000

THREE RIVERS RANCH

Kimley»Horn

K:\FAV_Civil\291705009- Three Rivers Ranch\CADD\Exhibits\2024.01.23_Site Aerial.dwg Jan 29, 2024 Zach.Watson
XREFS: XMP

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS:
THAT THREE RIVERS RANCH LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "THREE RIVERS RANCH" A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS MASTER PLAT AS AND FOR THE MASTER PLAT OF SAID "THREE RIVERS RANCH" AND HEREBY DECLARES THAT THIS MASTER PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME OR LETTER GIVEN TO IT RESPECTIVELY, AND THAT THREE RIVERS RANCH LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT-OF-WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIPTION PREMISES. THE PUBLIC UTILITY EASEMENTS, WATER AND SEWER LINE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF AVONDALE AS SHOWN HEREON.

DRAINAGE COVENANTS:
THE DRAINAGE EASEMENTS SHOWN ON THIS MASTER PLAT ARE HEREBY RESERVED AS A DRAINAGE FACILITY AND RETENTION BASIN FOR THE INCLUSIVE CONVEYANCE OF DRAINAGE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FOR THE PUBLIC RIGHTS-OF-WAY PER THE APPROVED IMPROVEMENT PLANS ON FILE WITH THE CITY OF AVONDALE, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS TO MAINTAIN SAID DRAINAGE FACILITY.

EMERGENCY AND SERVICE ACCESS EASEMENT:
A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER AND ACROSS THE PROPERTY ON THIS PLAT, FOR ACCESS FOR EMERGENCY, PUBLIC SAFETY, UTILITY, AND OTHER SERVICE PERSONNEL AND VEHICLES AND FOR THE RIGHT TO CONSTRUCT, OPERATE, USE MAINTAIN, REPAIR IMPROVEMENTS RELATED TO ACCESS AS CITY DEEMS NECESSARY FOR ACCESS PURPOSES.

SIGHT VISIBILITY TRIANGLE EASEMENT:
A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PRESERVE AN AREA FREE OF OBSTRUCTIONS TO ENHANCE TRAFFIC SAFETY VISIBILITY. IN THE EASEMENT, GRANTOR SHALL NOT PLACE OR ALLOW ANDY BUILDINGS, WALLS, TREES, STRUCTURES, SCREENS, OR OTHER OBSTRUCTIONS FROM 24 TO 84 INCHES HIGH ABOVE THE ELEVATION OF THE ADJACENT STREET HOWEVER, THE GRANTEE MAY ALLOW POLES OR TREE TRUNKS THAT GRANTEE DETERMINES, IN WRITING, DO NOT ADVERSELY AFFECT TRAFFIC SAFETY VISIBILITY.

SIGN EASEMENT:
THE SIGN EASEMENTS SHOWN ON THIS MASTER PLAT ARE HEREBY RESERVED FOR COMMUNITY SIGNAGE MONUMENTATION. EASEMENT IS HEREBY DEDICATED TO THE HOA AS SHOWN HEREON FOR ACCESS TO, AND MAINTENANCE FOR, THE COMMUNITY MONUMENT.

IN WITNESS WHEREOF:

THAT THREE RIVERS RANCH LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AGENT,
THEREUNTO DULY AUTHORIZED THIS _____, DAY OF _____, 20_____.

BY: _____

DATE:_____

ITS:_____

ACKNOWLEDGEMENT :

STATE OF ARIZONA)
) S. S.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME ON THE _____ DAY OF

_____ 20_____,

BY _____,

THE _____ OF THREE RIVERS RANCH LLC.,
A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

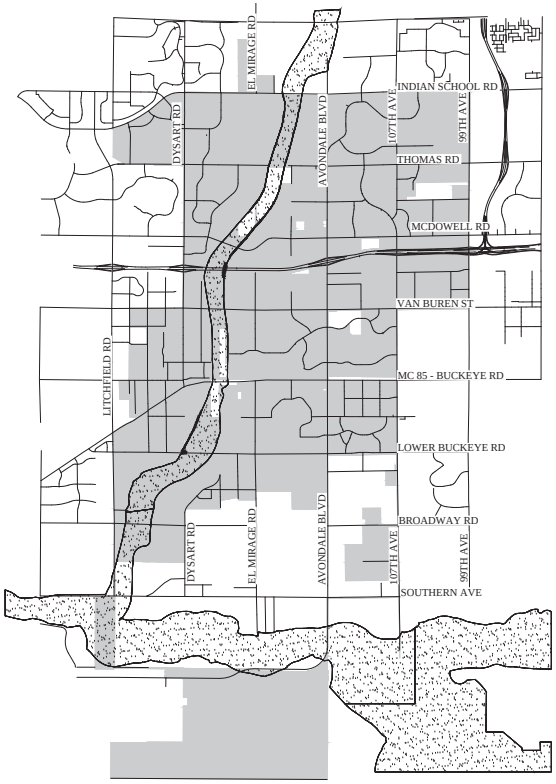
RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (133RD AVE)	81,914 SF	1.880 AC
COLLECTOR (THREE RIVERS RANCH PARKWAY)	105,598 SF	2.424 AC
ARTERIAL (DYSART ROAD)	61,521 SF	1.412 AC

A MASTER PLAT FOR
"THREE RIVERS RANCH"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

AREA MAP



SHEET INDEX:

01.....COVER SHEET
02.....NOTES / TABLES
03.....KEY MAP
04-17.....PLAN SHEETS

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.

ACREAGE DETAIL:

GROSS ACREAGE: 190.993 AC
R/W ACREAGE: 5.717 AC
NET ACREAGE: 185.276 AC
NET = GROSS MINUS R/W

PARCEL 1: 1,700,769 SF 39.045 AC
PARCEL 2: 900,253 SF 20.667AC
PARCEL 3: 1,871,410 SF 42.962 AC
PARCEL 4: 1,144,979 SF 26.285 AC
PARCEL 5: 822,549 SF 18.883 AC
PARCEL 6: 452,646 SF 10.391 AC
PARCEL 7: 1,058,823 SF 24.307 AC
TRACT 'AA': 115,595 SF 2.654 AC
TRACT 'BB': 3,240 SF 0.074 AC

OWNER:

THREE RIVERS RANCH, LLC
4340 E. INDIAN SCHOOL RD, STE 21-204
PHOENIX, ARIZONA 85018
PHONE: (602) 777-0505
CONTACT: JIM STOCKWELL

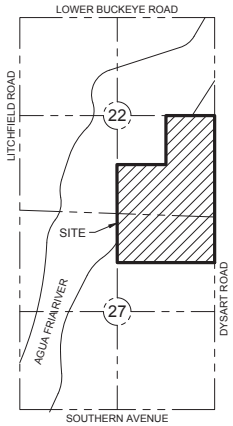
SURVEYOR:

KIMLEY-HORN AND ASSOCIATES, INC
7740 N 16TH STREET #300
PHOENIX, ARIZONA 85020
PHONE: (602) 944-5500
CONTACT: CHAD HUBER R.L.S.

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC
1001 W SOUTHERN AVE. STE 131
MESA, ARIZONA 85210
PHONE: (480) 207-2667
CONTACT: JASON BURM, P.E.

VICINITY MAP
N.T.S.



SE 1/4, SEC. 22, & NE 1/4, SEC. 27
T. 1 N., R. 1 W.
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

BENCHMARK:

CITY OF AVONDALE BENCHMARK: VERMEERSCH
FROM THE LITCHFIELD ROAD EXIT AT I-10 IN AVONDALE, ARIZONA, TRAVEL SOUTH ON LITCHFIELD ROAD 4.11KM TO LOWER BUCKEYE ROAD.
TRAVEL EAST ON LOWER BUCKEYE ROAD, 2.3KM TO 127TH AVENUE.
TRAVEL SOUTH ON 127TH AVENUE, 0.5KM TO A BEND IN THE ROAD WHERE 127TH AVENUE BECOMES VERMEERSCH ROAD.
CONTINUE SOUTH ON DIRT SHOULDER ON EAST SIDE OF VERMEERSCH ROAD, 100M, TO GUARDRAIL ON NORTH SIDE OF CUL-DE-SAC
THAT IS 127TH AVENUE. MARK IS A NGS HORIZONTAL CONTROL DISK, STAMPED VERMEERSCH 2006, IN A CONCRETE POST, LEVEL WITH GROUND. STATION IS 11.3M WEST OF CENTERLINE OF DRIVEWAY, 18.3M EAST OF CENTERLINE OF VERMEERSCH ROAD, 3M NORTHWEST OF SIDEWALK AND 1.5M SOUTHEAST OF CARSONITE WITNESS MARKER.
NAVD88 ELEVATION: 965.23'
NORTHING: N332455.09903
EASTING: W1121956.16356

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
SAID LINE BEARS=N00°48'24"W

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA. APPROVED BY THE COUNCIL

OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 20_____.

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND THE SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THERE POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

CHAD W. HUBER
REGISTERED LAND SURVEYOR NO. 35316
KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020

REGISTERED LAND SURVEYOR
CHAD W. HUBER
35316
CHAD
HUBER
01/24/2024
EXPIRES 12/31/2024
ARIZONA, U.S.A.

REVISIONS:

Tel No. (602) 937-5511
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PLAT BY OWNER: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: MASTER PLAT
BEING LD:

ORIGINAL PLAN DATE:
LATEST REVISION DATE:

SHEET NUMBER
01 OF 17
PROJECT NUMBER
291705009

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY AN ALUMINUM CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, 2659.71 FEET, BEING THE BASIS OF BEARING;

THENCE SOUTH 89 DEGREES, 39 MINUTES, 02 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 06' 28" WEST, 1296.40 FEET;

THENCE NORTH 88° 28' 30" WEST, 2554.25 FEET;

THENCE NORTH 00° 10' 41" EAST, 1313.42 FEET;

THENCE SOUTH 88° 07' 16" EAST, 10.01 FEET;

THENCE NORTH 00° 34' 13" WEST, 1308.61 FEET;

THENCE SOUTH 88° 21' 57" EAST, 1290.10 FEET;

THENCE NORTH 00° 41' 20" WEST, 1324.26 FEET;

THENCE SOUTH 88° 36' 43" EAST, 1244.12 FEET;

THENCE SOUTH 00° 48' 24" EAST, 2650.71 FEET TO THE POINT OF BEGINNING;

ZONING DISTRICT:

R1-6 P.A.D. AND R-3 P.A.D.

FEMA CERTIFICATION:

FLOOD ZONE DESIGNATIONS "A", "AE", AND "X" SHADED PER F.E.M.A. FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2165N, PANEL 2165 OF 4425, DATED SEPTEMBER 18, 2020.

ZONE "X" SHADED - 0.2% ANNUAL CHANCE FLOOD HAZARD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.

ZONE "A" - SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION DETERMINED.

ZONE "AE" - SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS OR DEPTH.

(THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.)

REFERENCE DOCUMENTS:

RECORD OF SURVEY, BOOK 470 OF MAPS, PAGE 42 M.C.R.
RECORD OF SURVEY PLSS SUBDIVISION, BOOK 694 OF MAPS, PAGE 38 M.C.R.
RECORD OF SURVEY, BOOK 1129 OF MAPS, PAGE 8 M.C.R.
SPLIT MAP, BOOK 1388, OF MAPS, PAGE 32, M.C.R.

NOTES:

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE _____ HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. 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.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THESE SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS / FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. ALL STORM DRAIN PIPES FROM THE CATCH BASINS TO THE RETENTION BASINS, AND ALL SPILLWAYS FROM THE SCUPPERS TO THE RETENTION BASINS, SHALL BE MAINTAINED BY THE HOA.
8. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE FACILITIES, PRIVATE DRAINAGE FACILITIES OR LANDSCAPED AREA WITHIN THE PROJECT, OR LANDSCAPING WITHIN ADJACENT RIGHT-OF-WAY FOR ARTERIAL, COLLECTOR, OR LOCAL ROADS.
9. CONSTRUCTION WITHIN UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES, PAVING, AND WOOD, WIRE, REMOVABLE SECTION TYPE FENCING.
10. UTILITY LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R. (42) 33.
11. ELECTRICAL LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R-14-2-133.
12. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL IMPROVEMENTS, OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES, STORM WATER RETENTION AREAS, AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THIS DEVELOPMENT WITHOUT THE WRITTEN AUTHORIZATION OF THE CITY OF AVONDALE.
13. ALL RETENTION BASINS MUST DRAIN ANY STORM EVEN UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36-HOURS. OWNER MUST TAKE CORRECTIVE ACTION TO BRING THE BASINS INTO COMPLIANCE.
14. THE HOME OWNERS ASSOCIATION WILL HAVE THE RESPONSIBILITY FOR MAINTAINING THE "COMMON AREAS" TO BE NOTED AS TRACTS OR EASEMENTS INCLUDING LANDSCAPING AND DRAINAGE FACILITIES IN ACCORDANCE WITH APPROVED CONSTRUCTION DOCUMENTS (PLANS).
15. THE AREA WITHIN THE SIGHT VISIBILITY EASEMENT OR TRIANGLE IS TO BE CLEAR OF LANDSCAPING, SIGNS, FENCES, OR OTHER ITEMS HIGHER THAN 36-INCH ABOVE STREET GRADES IN THESE AREAS.
16. A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) HAS BEEN OR WILL BE RECORDED FOR THIS SUBDIVISION, WHICH WILL GOVERN THE USE AND MAINTENANCE OF ALL AREAS SHOWN ON THIS PLAT.
17. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
18. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
19. LANDSCAPING IN TRACT 'AA' IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. TRACT 'BB' IS TO BE USED AS THE CITY'S PUBLIC LIFT STATION AND SHALL BE DEDICATED BY SEPARATE INSTRUMENT.

TRACT USE TABLE:

TRACT	SQUARE FEET	ACRES	USE
AA	115,595 SF	2.654 AC	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE
BB	2,531 SF	0.058 AC	AVONDALE LIFT STATION
TOTAL	118,126 SF	2.712 AC	

LINE TABLE

LINE	DISTANCE	BEARING
L1	17.00	S89°11'36"W
L2	21.21	S44°11'36"W
L3	55.69	S0°48'24"E
L4	42.43	S45°48'24"E
L5	7.10	S88°28'30"E
L6	9.91	S88°28'30"E
L7	8.00	S88°28'30"E
L8	15.00	N89°53'32"W
L9	10.01	N0°48'24"W
L10	7.35	S0°06'28"W
L11	42.09	S44°39'02"W
L12	42.43	N44°53'32"W
L13	28.28	N44°53'32"W
L14	50.00	N89°53'32"W
L15	50.00	N89°53'32"W
L16	50.00	N89°53'32"W
L17	28.28	S45°06'28"W
L18	28.28	S45°06'28"W
L19	50.00	N89°53'32"W
L20	50.00	N89°53'32"W

LINE TABLE

LINE	DISTANCE	BEARING
L21	50.00	N89°53'32"W
L22	28.28	N44°53'32"W
L23	60.00	S0°06'28"W
L24	60.00	S0°06'28"W
L25	36.08	N3°55'20"E
L26	35.36	N84°53'32"W
L27	28.28	N34°52'27"E
L28	50.00	S10°07'33"E
L29	50.00	S10°07'33"E
L30	50.00	S10°07'33"E
L31	28.28	S55°07'33"E
L32	28.28	N55°07'33"W
L33	50.00	N10°07'33"W
L34	50.00	N10°07'33"W
L35	50.00	N10°07'33"W
L36	28.28	N34°52'27"E
L37	45.00	N79°52'27"E
L38	45.00	N79°52'27"E
L39	27.70	S0°06'28"W
L40	47.45	S0°06'28"W

LINE TABLE

LINE	DISTANCE	BEARING
L41	27.70	N0°06'28"E
L42	28.65	S45°37'03"E
L43	28.28	N45°06'28"E
L44	59.60	N79°52'20"E
L45	13.30	N0°06'28"E
L46	11.69	S26°00'37"E
L47	44.97	N7°40'46"E
L48	20.00	S82°19'14"E
L49	49.42	S7°40'46"W
L50	36.89	N31°31'57"W
L51	54.86	S0°06'28"W
L52	58.30	N89°53'32"W
L53	36.29	N0°06'28"E
L54	20.01	N0°06'28"E
L55	12.22	S0°48'24"E
L56	37.20	S45°48'24"E
L57	125.48	N89°11'36"E
L58	19.00	N0°06'28"E
L59	19.67	S89°53'32"E
L60	37.16	N0°06'29"E

LINE TABLE

LINE	DISTANCE	BEARING
L61	43.45	S89°54'12"E
L62	40.17	N0°17'56"E
L63	24.44	S89°52'52"E
L64	37.17	S0°06'27"W
L65	19.67	S89°53'32"E
L66	6.00	S0°06'28"W
L67	15.97	S16°08'30"W
L68	15.97	S16°53'33"W

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	50°00'00"	410.00'	357.79'	N64°53'32"W	346.55'
C2	50°00'00"	450.00'	392.70'	S64°53'32"E	380.36'
C3	50°00'00"	490.00'	427.60'	N64°53'32"W	414.16'
C4	2°51'49"	410.00'	20.49'	N69°46'11"W	20.49'
C5	0°41'26"	275.00'	3.31'	S9°46'50"E	3.31'
C6	0°21'09"	325.00'	2.00'	N9°56'58"W	2.00'
C7	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'
C8	12°44'39"	300.00'	66.73'	S3°45'13"E	66.59'
C9	12°44'39"	325.00'	72.29'	N3°45'13"W	72.14'
C10	0°59'56"	300.00'	5.23'	N2°07'08"E	5.23'
C11	1°54'50"	325.00'	10.86'	S1°39'41"W	10.85'
C12	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C13	9°19'16"	270.00'	43.92'	N84°31'58"E	43.88'
C14	43°34'26"	534.72'	406.66'	S65°07'50"W	396.93'
C15	22°07'08"	574.72'	221.87'	N58°23'16"E	220.49'
C16	29°35'35"	62.00'	32.02'	N22°01'06"E	31.67'
C17	116°35'35"	62.00'	126.17'	N20°33'50"E	105.50'
C18	17°12'21"	178.11'	53.49'	S71°16'17"W	53.29'
C19	25°56'34"	138.11'	62.54'	S66°54'10"W	62.00'
C20	29°28'05"	573.03'	294.72'	S65°08'24"W	291.48'
C21	33°34'13"	613.03'	359.18'	S63°05'20"W	354.07'
C22	8°11'53"	62.00'	8.87'	N73°49'07"W	8.86'
C23	1°56'37"	484.19'	16.42'	S73°28'59"E	16.42'
C24	1°53'00"	505.99'	16.63'	S73°28'59"E	16.63'

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 957-5511

REVISIONS

DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
01/04/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

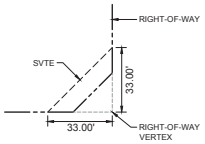
LATEST REVISION DATE

SHEET NUMBER
02 OF 17

PROJECT NUMBER
291705009

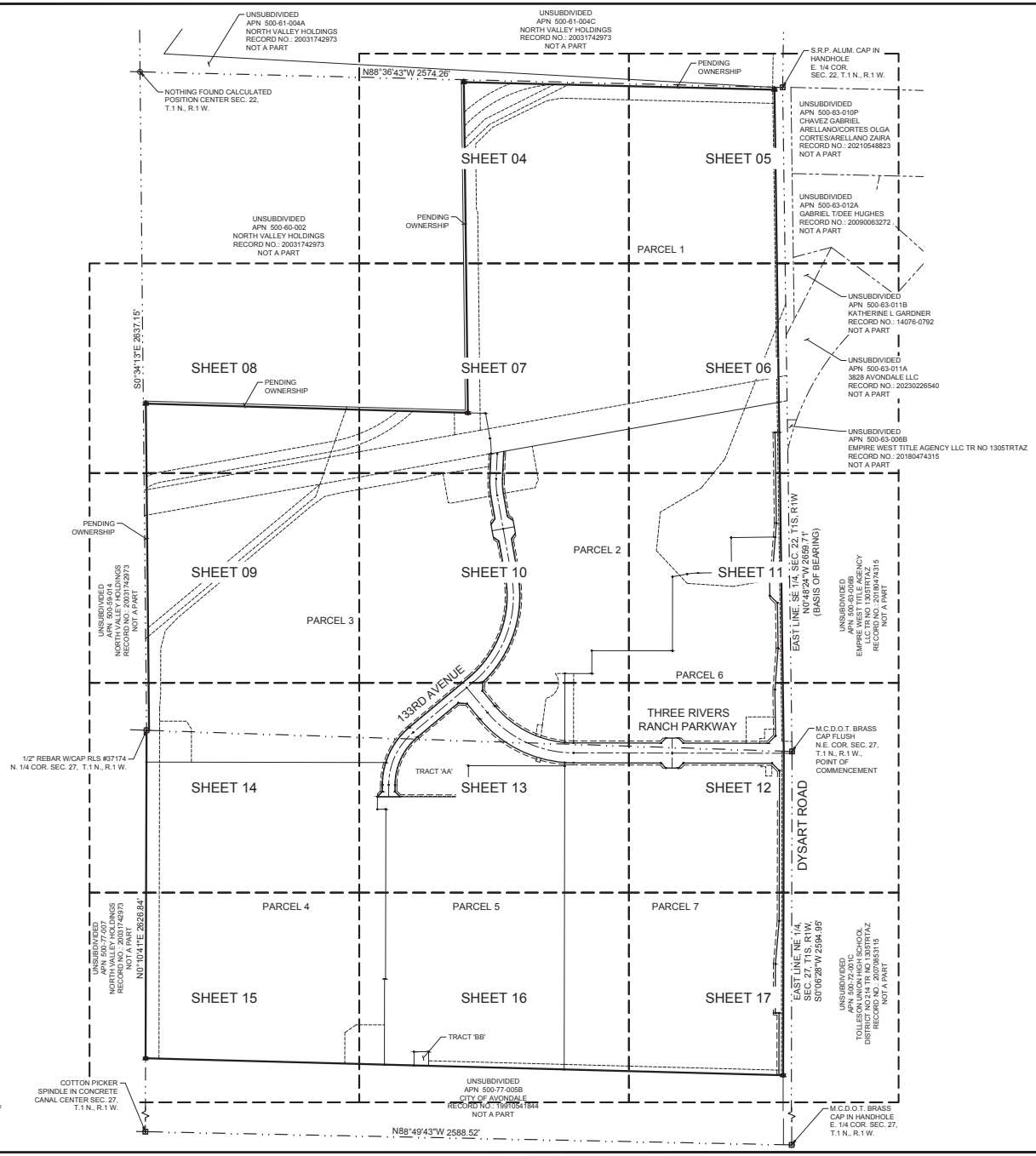
LEGEND

APN	ASSESSOR'S PARCEL NUMBER
BC	BRASS CAP
BCF	BRASS CAP FLUSH
BCHH	BRASS CAP IN HAND HOLE
EA	EMERGENCY ACCESS EASEMENT
ESMT	EASEMENT
FD	FOUND
MC	MARICOPA COUNTY
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SVTE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WE	WATER UTILITY EASEMENT
	SECTION LINE / MID-SECTION LINE
	RIGHT OF WAY
	PROPERTY BOUNDARY LINE
	PARCEL BOUNDARY LINE
	EASEMENT LINE
	MONUMENT FOUND
	MONUMENT CALCULATED
	BCF TO BE SET AT COMPLETION OF CONSTRUCTION
	FOUND PROPERTY CORNER AS NOTED
	SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1



SIGHT VISIBILITY TRIANGLE EASEMENT

NTS



Tel No. (602) 837-5511

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PROJECT NAME
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
MASTER PLAT

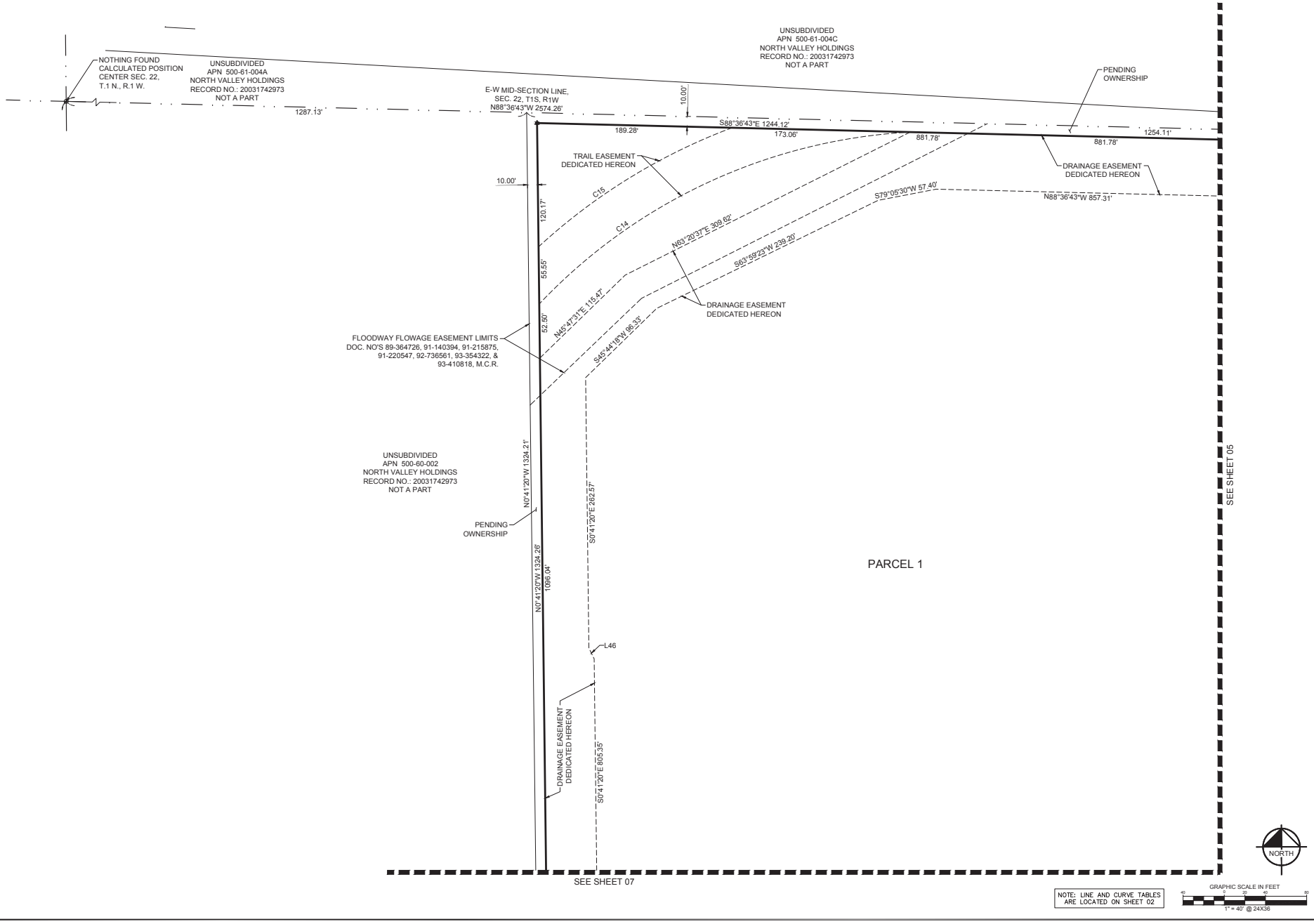
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
03 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT OWNER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

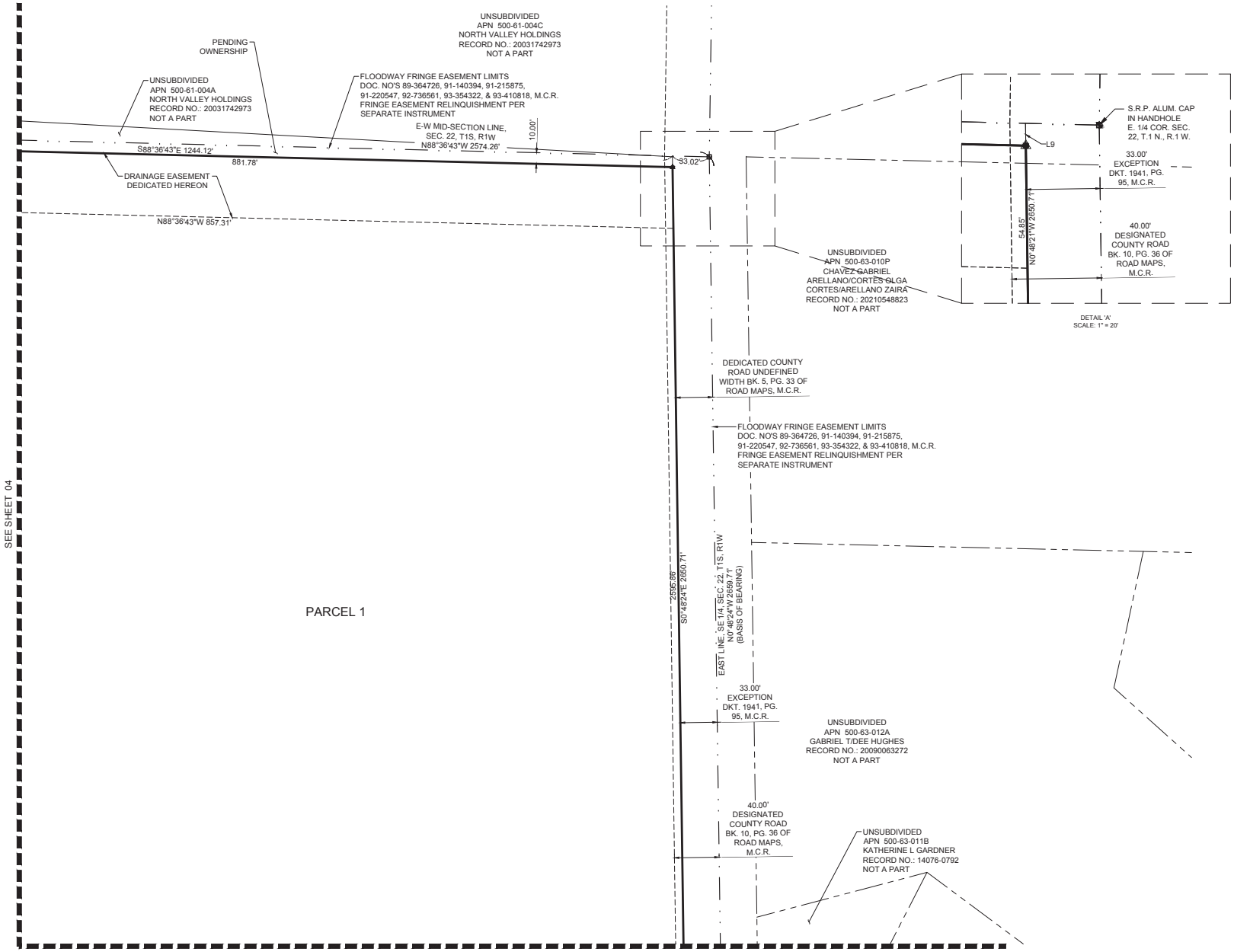
REGISTERED PROFESSIONAL ENGINEER
CHAD HUBER
35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
04 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

REVISIONS

DEVELOPER/OWNER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

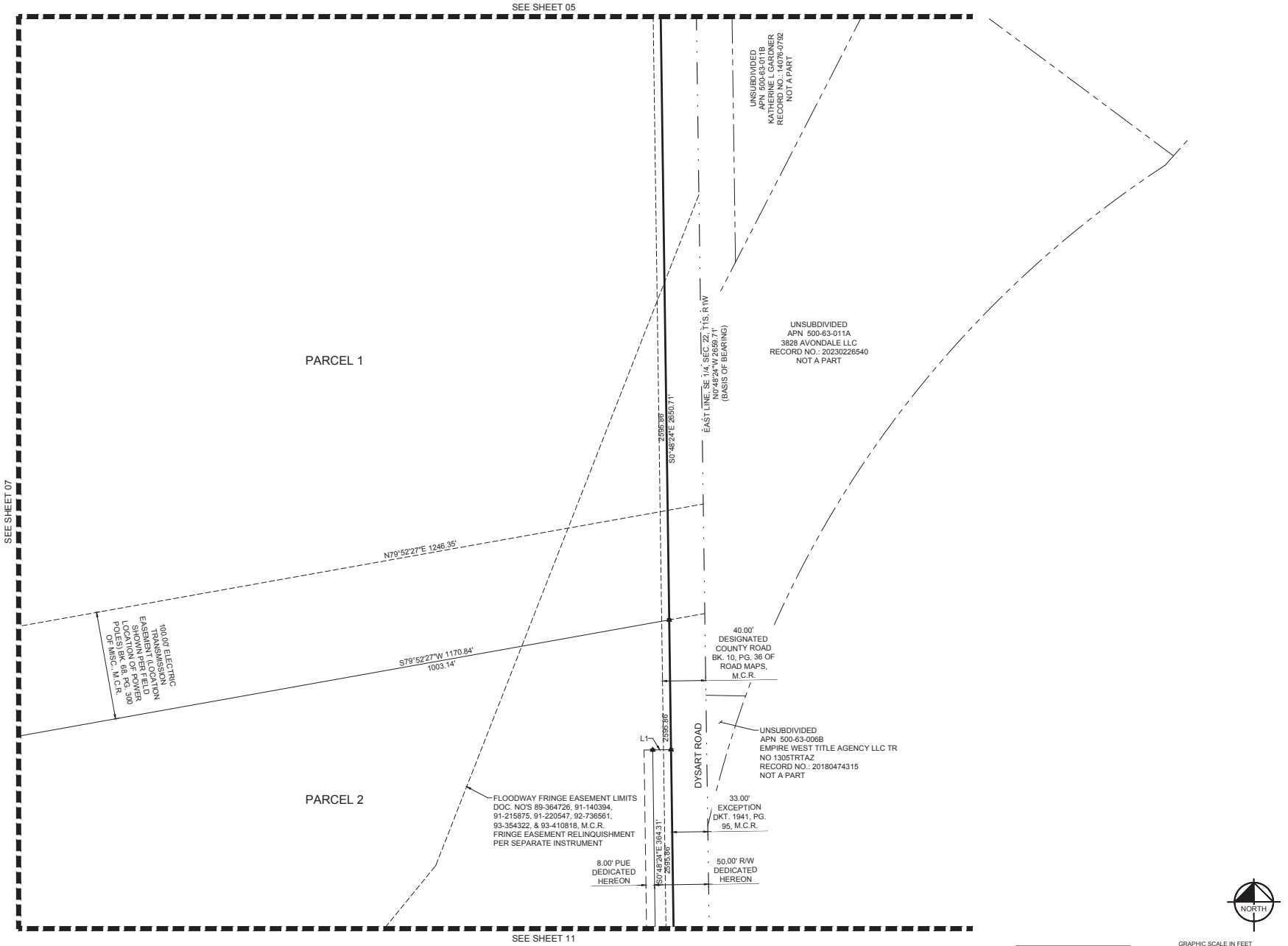
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
05 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

REVISIONS:

Tel. No. (602) 837-5511

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PROJECT OWNER: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: MASTER PLAT

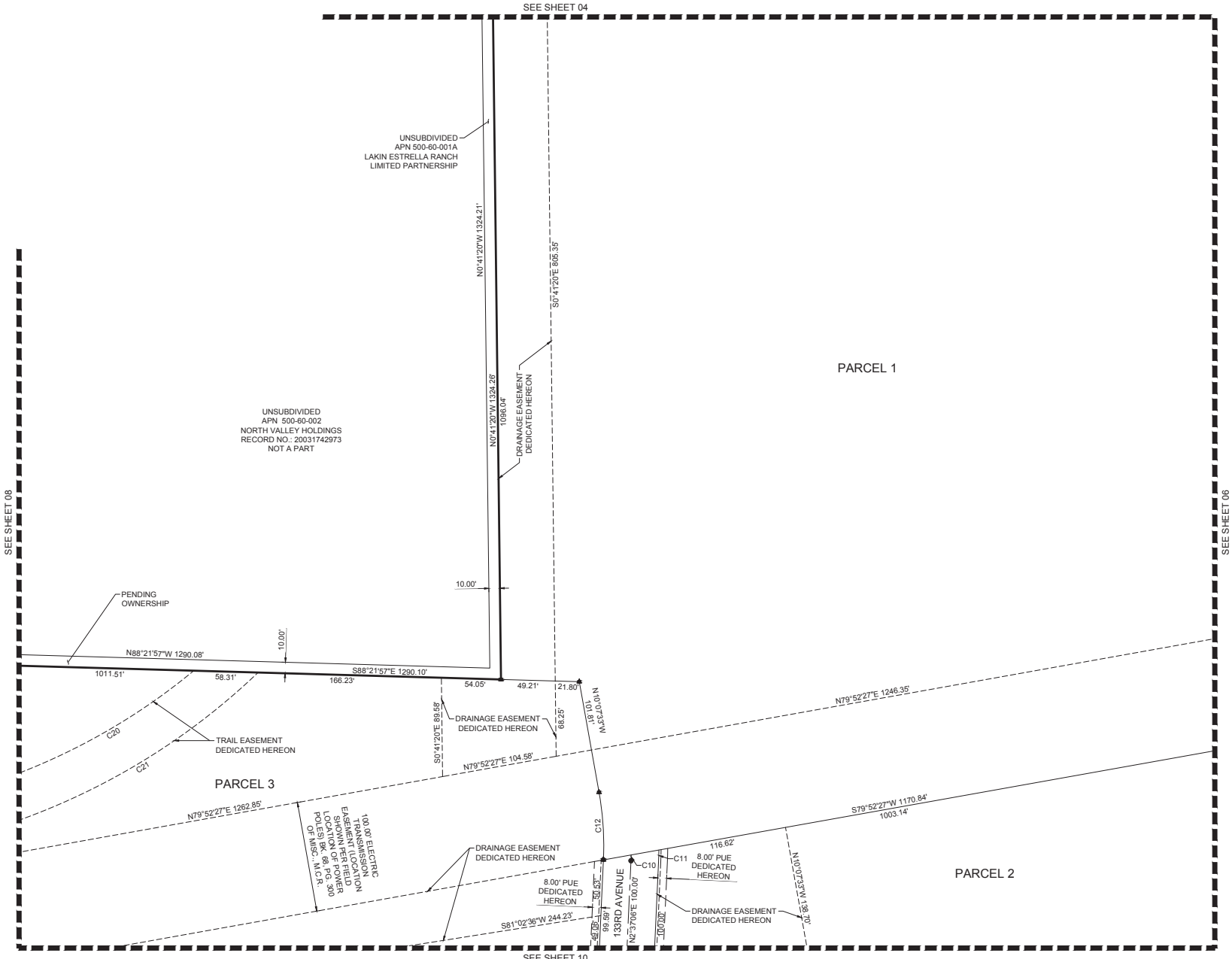
SEAL (S)
REGISTERED PROFESSIONAL ENGINEER
CHAD HUBER
35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
06 OF 17

PROJECT NUMBER
291705009



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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT OWNER
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
MASTER PLAT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
35316
CHAD
HUBER
01/24/2024
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ORIGINAL PLAN DATE
LATEST REVISION DATE

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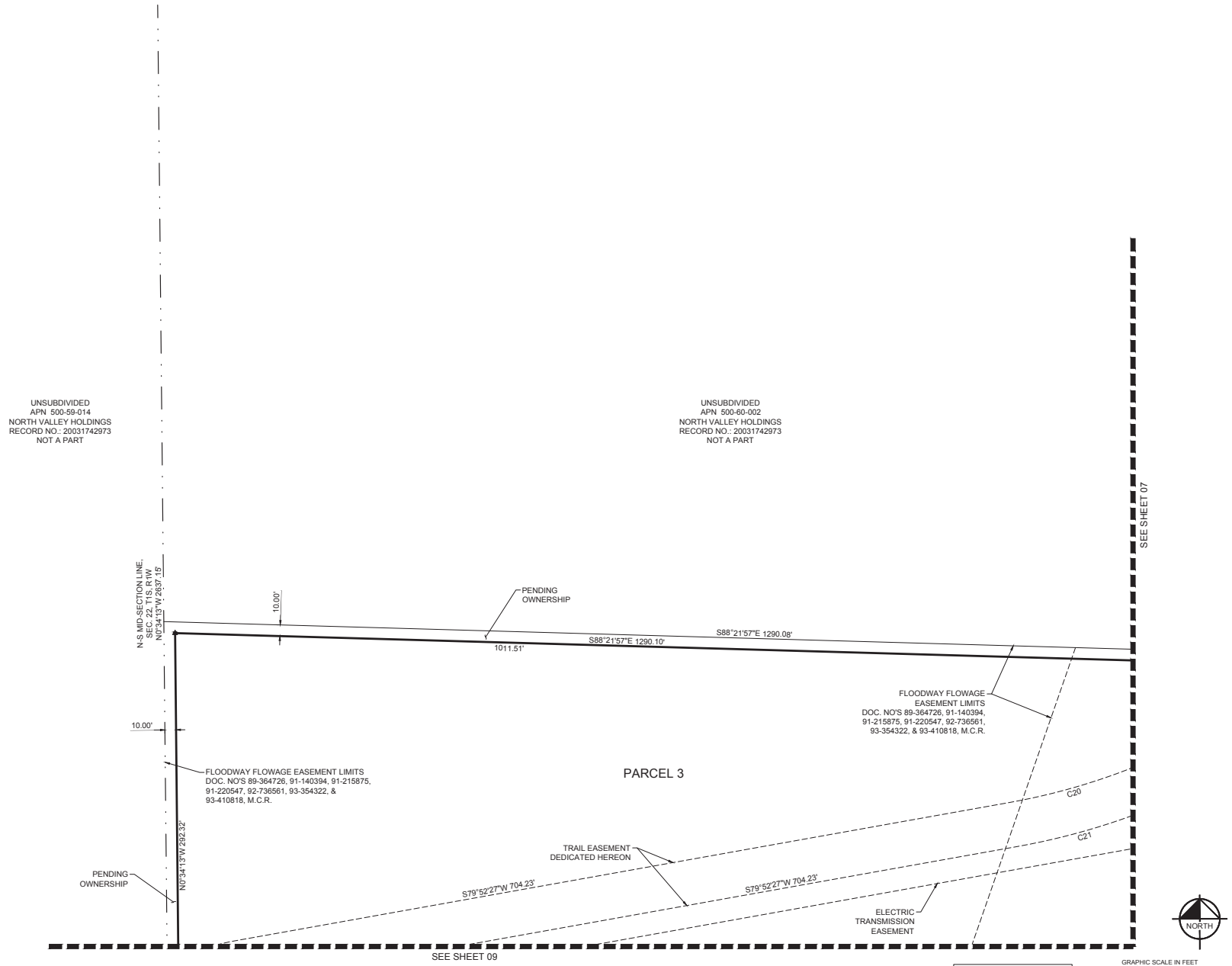
291705009



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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Tel No. (602) 957-5511

REVISIONS

PROJECT OWNER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

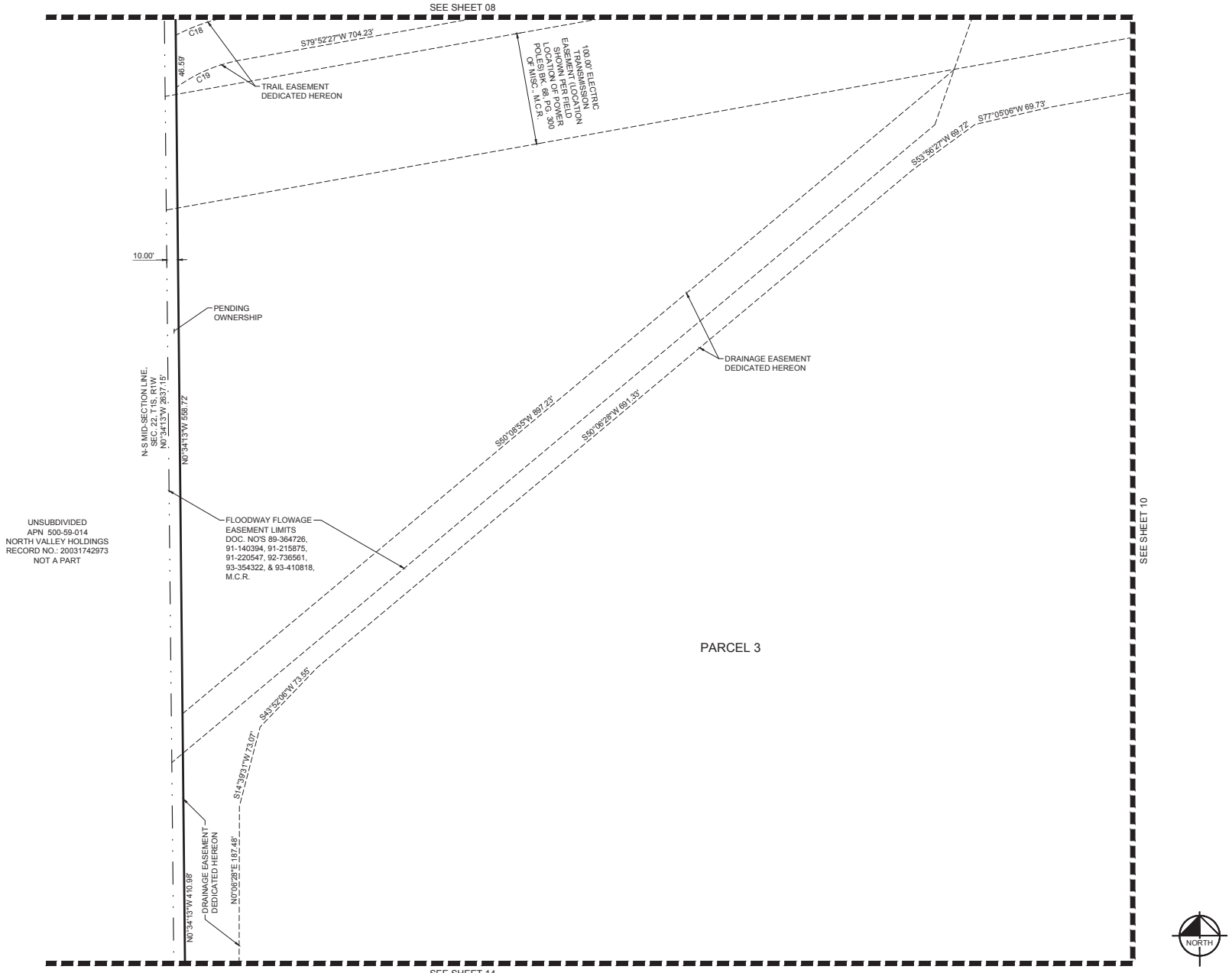
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
35316
CHAD
HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
08 OF 17

PROJECT NUMBER
291705009



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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel. No. (602) 957-5511

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PROJECT OWNER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
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01/24/2024
ARIZONA, U.S.A.

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LATEST REVISION DATE

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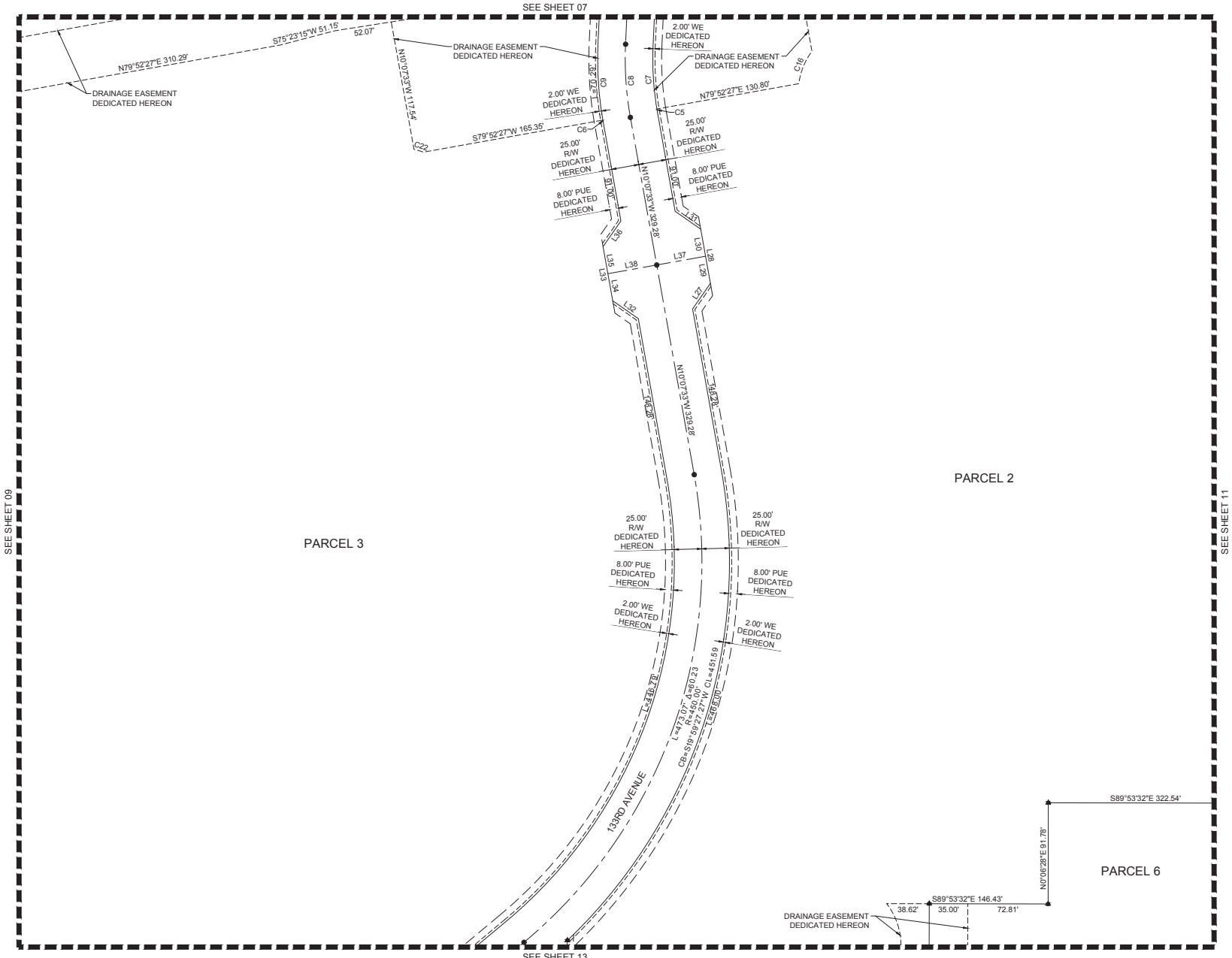
PROJECT NUMBER
291705009



Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT OWNER
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
MASTER PLAT

REGISTERED LAND SURVEYOR
CHAD HUBER
35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

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LATEST REVISION DATE

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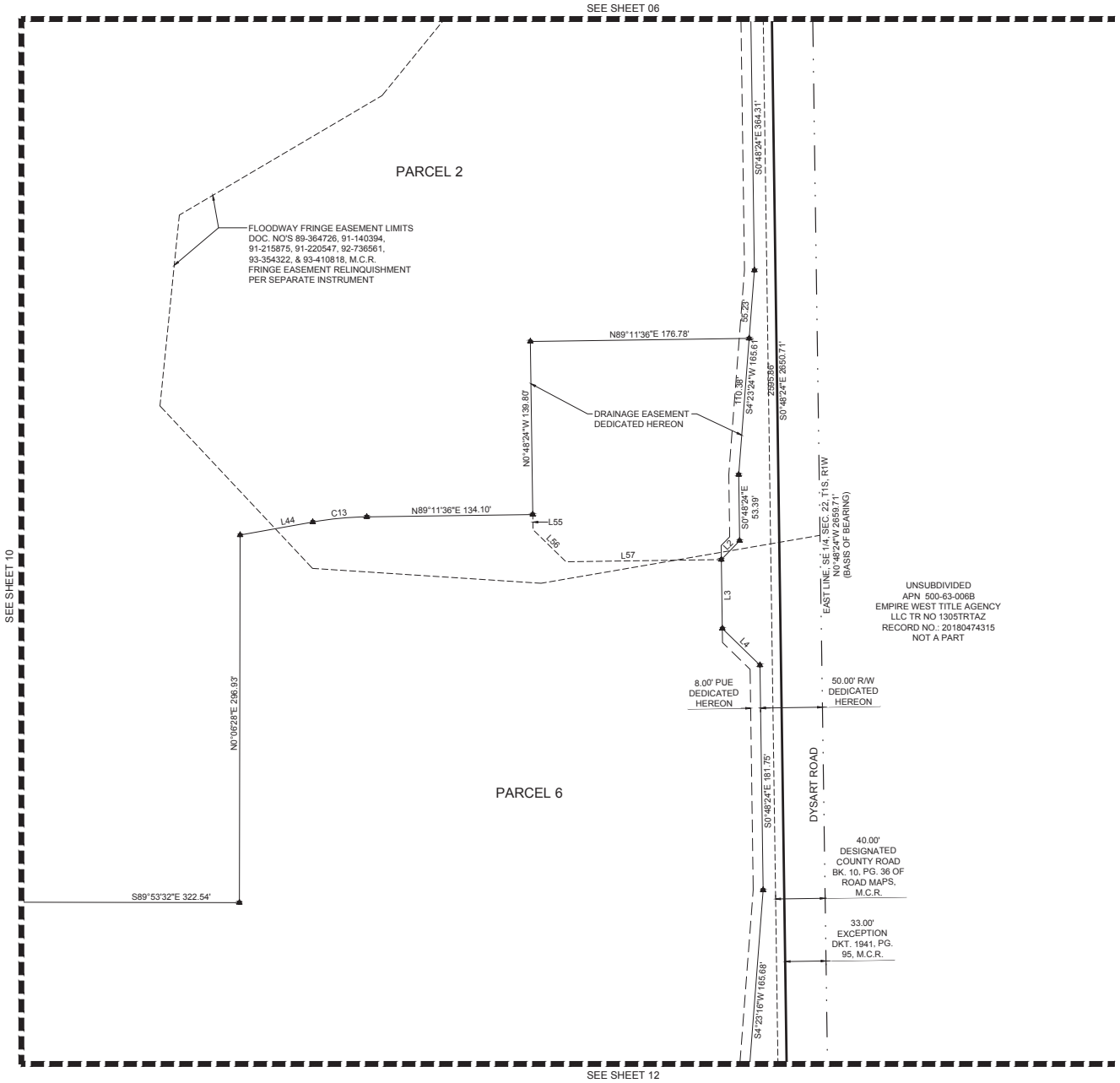
PROJECT NUMBER
291705009



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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
MASTER PLAT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
11 OF 17

PROJECT NUMBER
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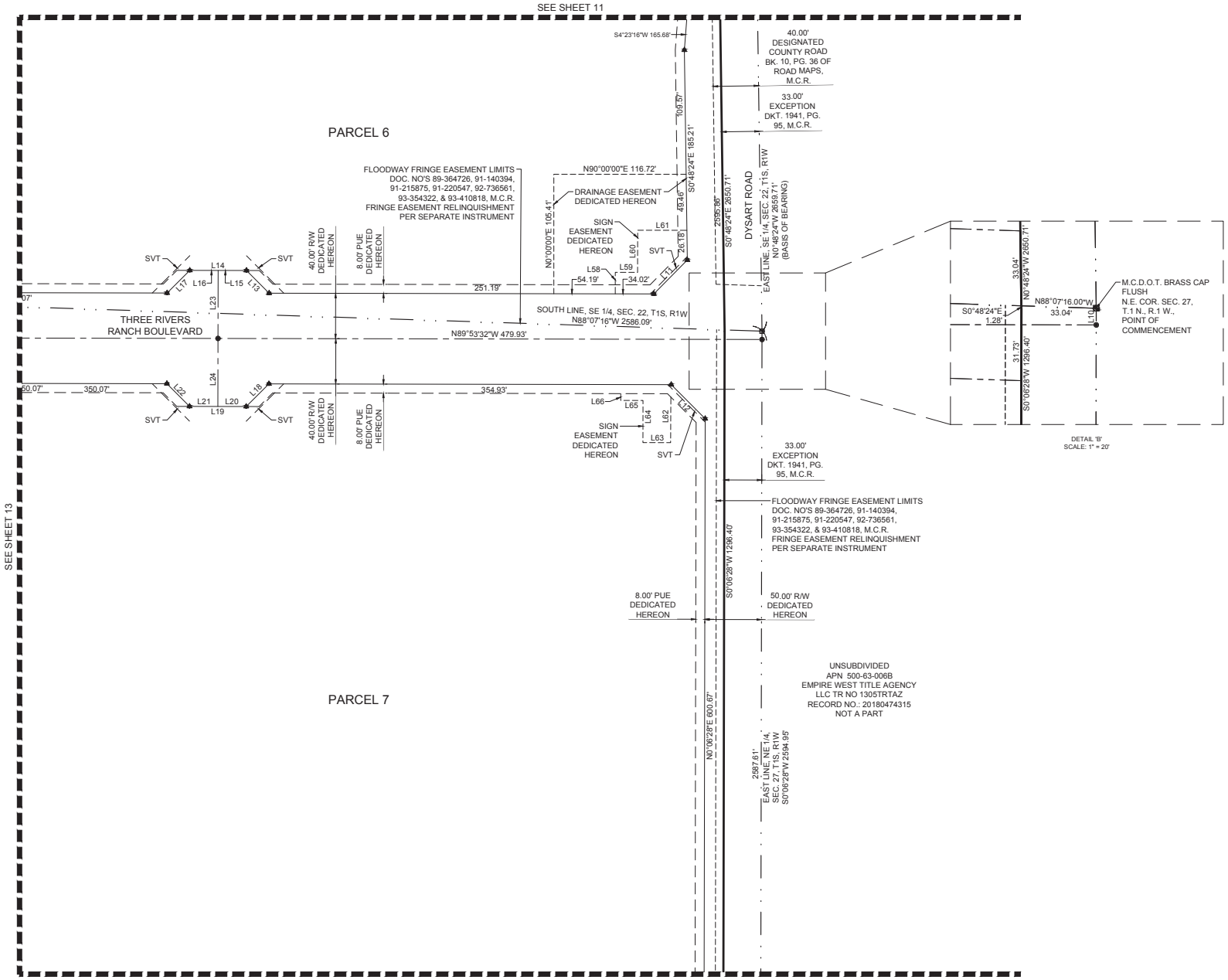

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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
MASTER PLAT

REGISTERED LAND SURVEYOR
35316
CHAD HUBER
01/04/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
LATEST REVISION DATE

SHEET NUMBER
12 OF 17

PROJECT NUMBER
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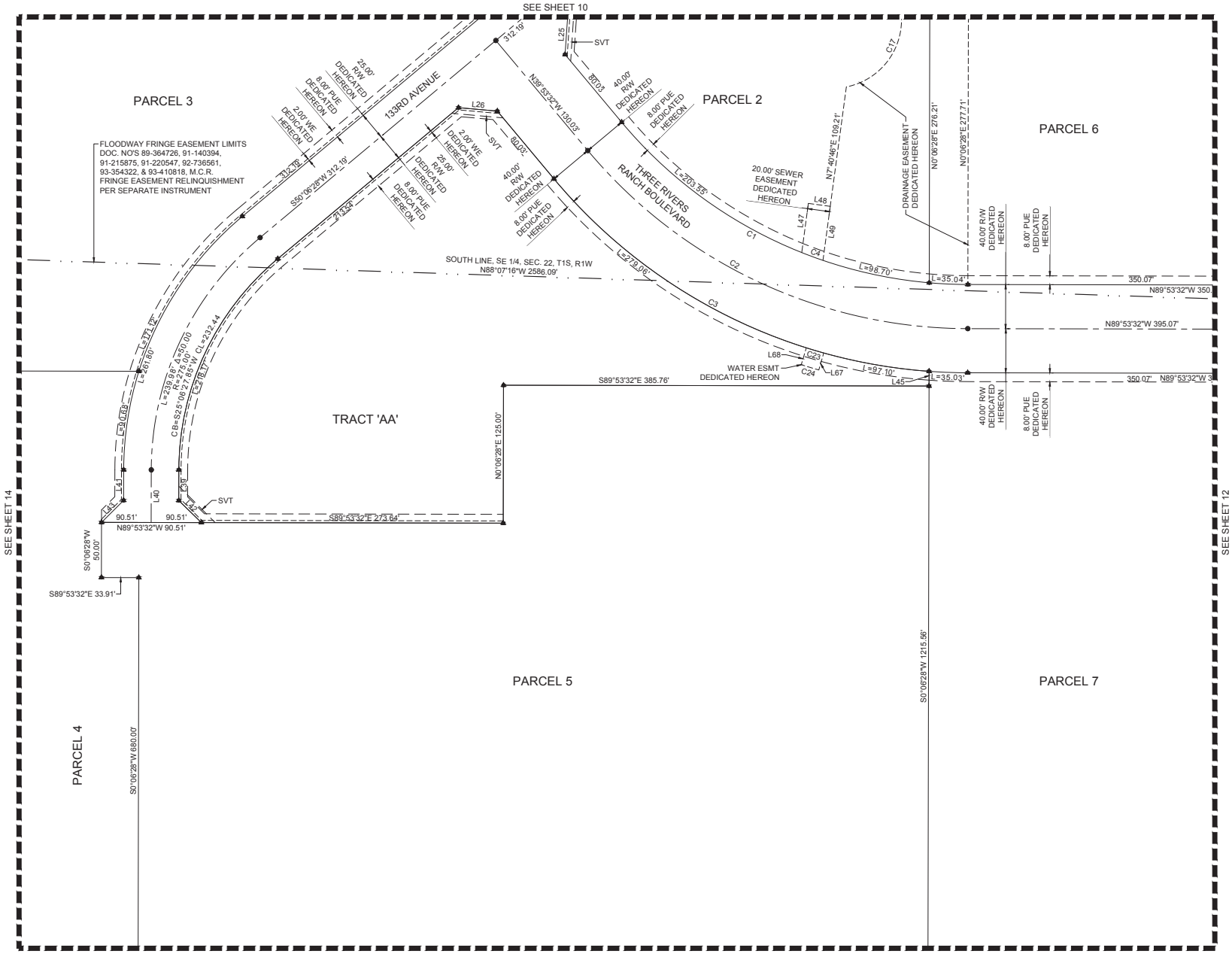

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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

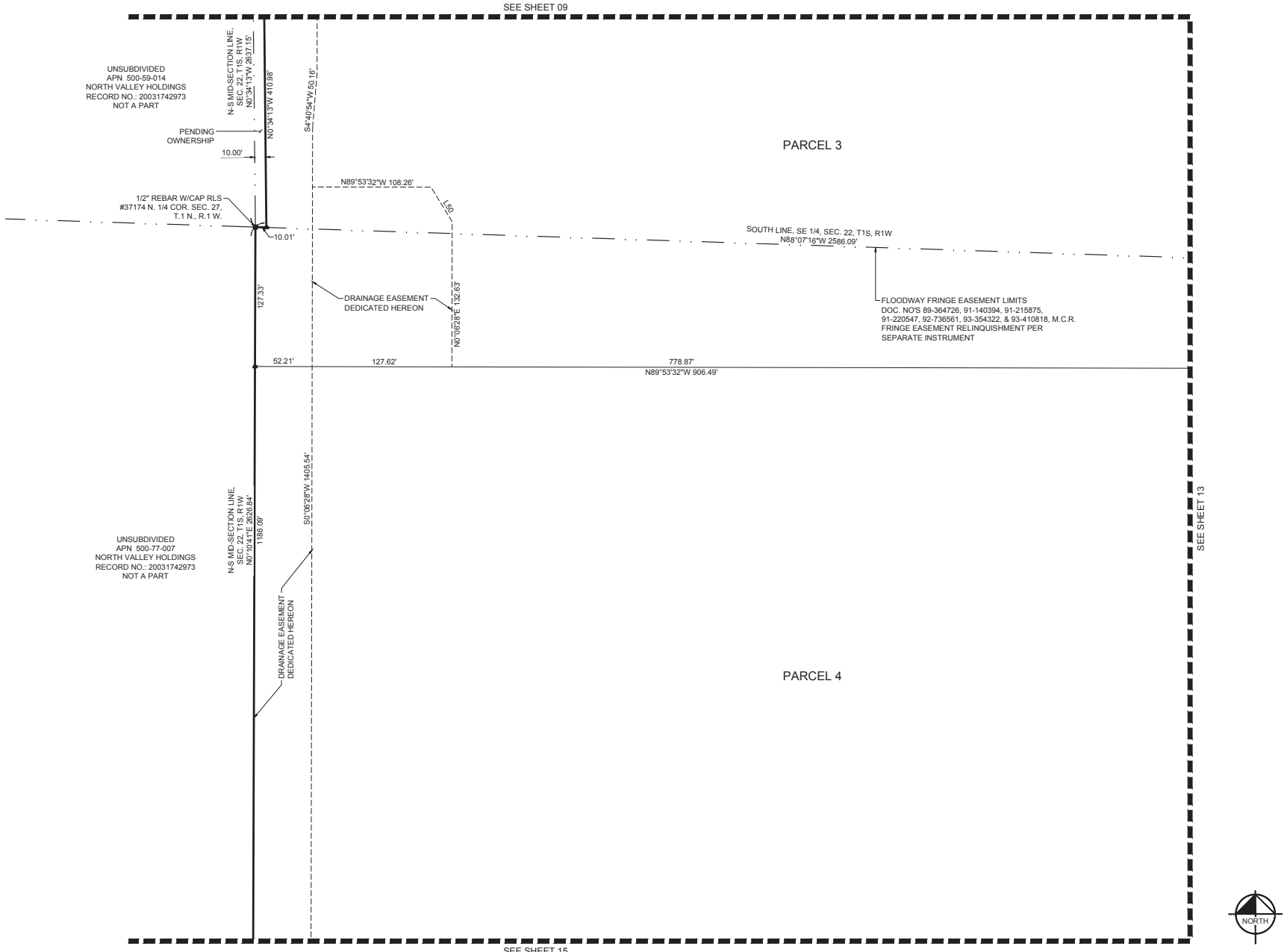
Tel No. (602) 957-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
MASTER PLAT

35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

SHEET NUMBER
13 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

REVISIONS

Tel. No. (602) 837-5511
BOARD
BOARD

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PROJECT OWNER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

SEALED

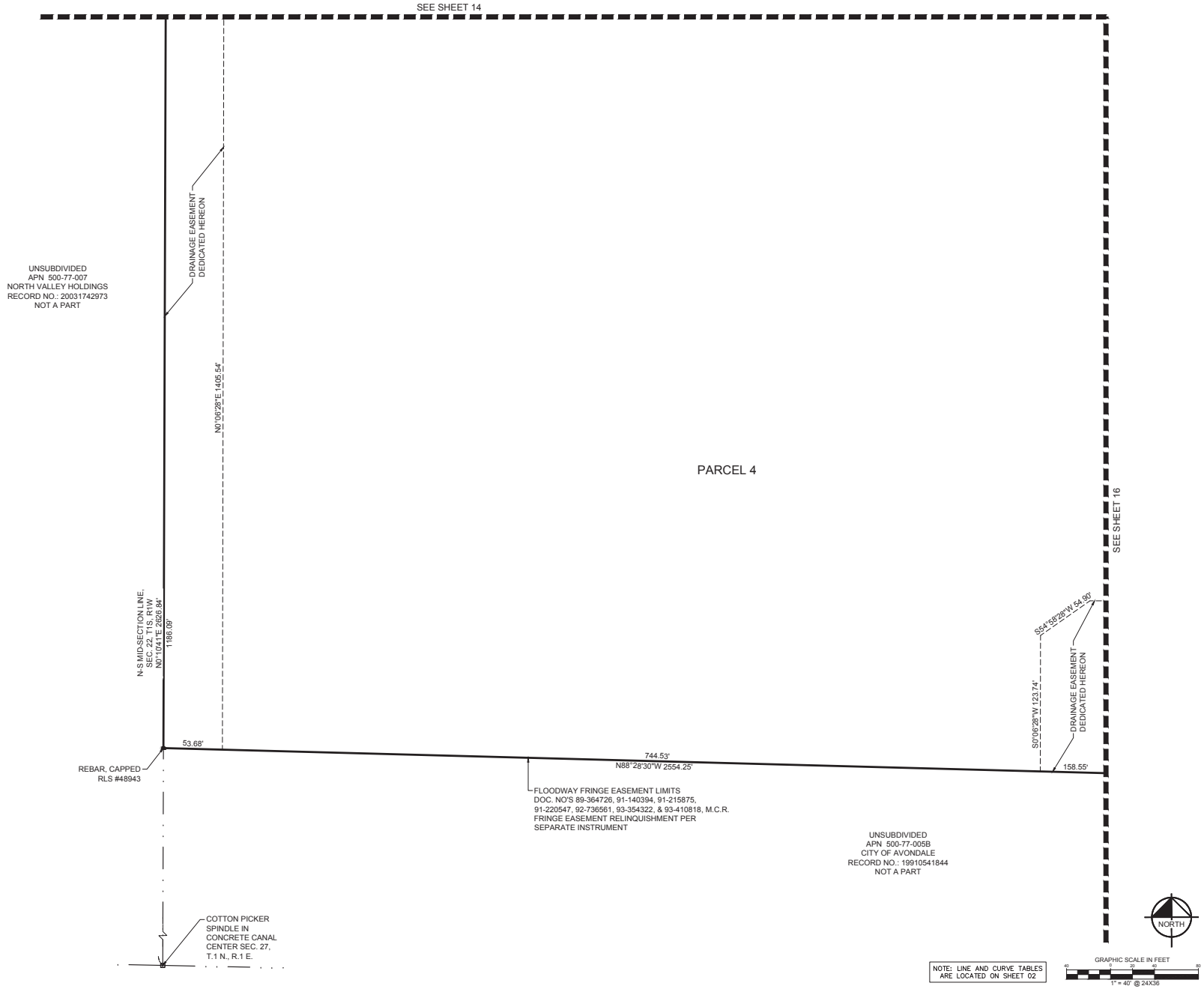
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
35316
CHAD
HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
14 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Tel No. (602) 957-5511

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

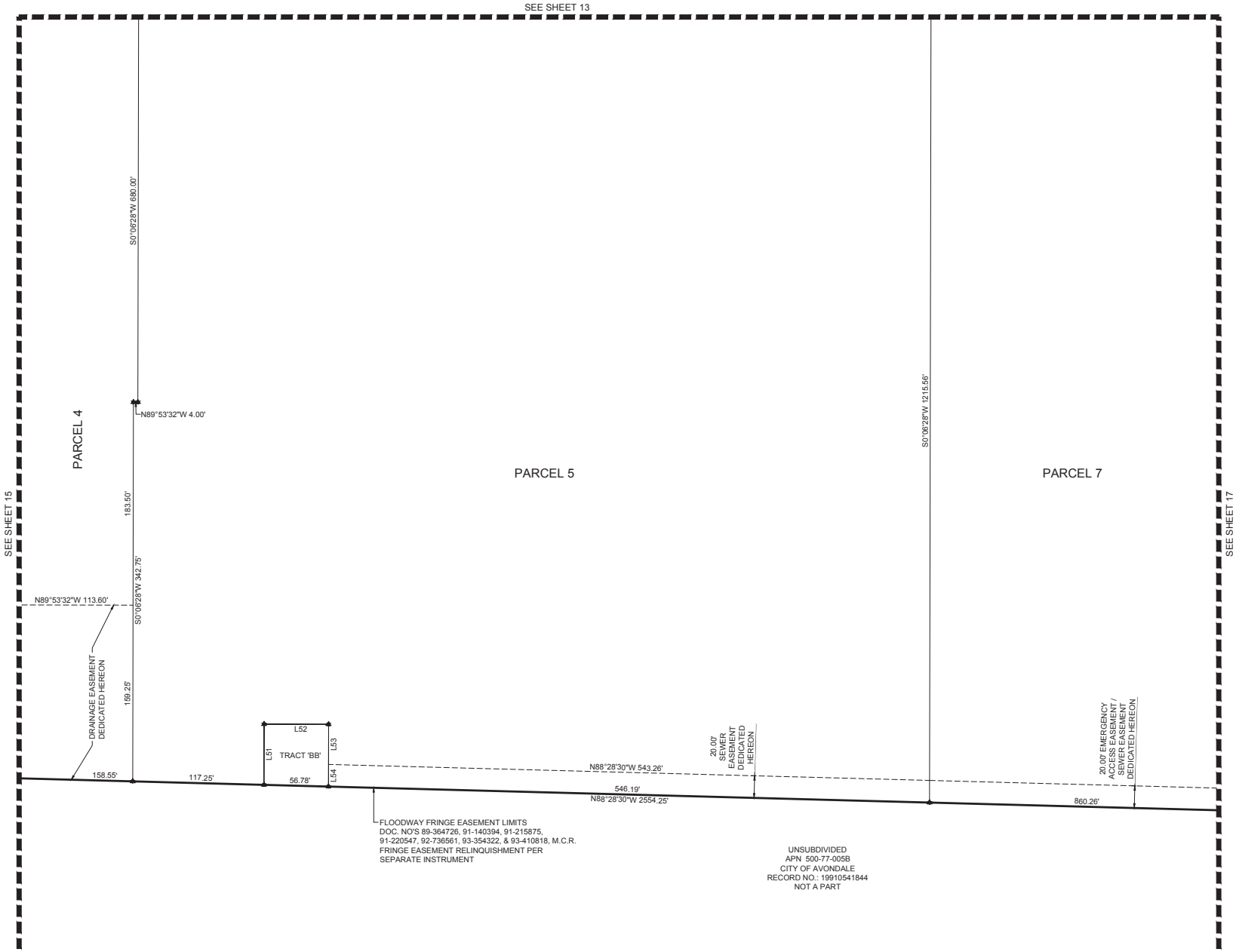
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
01/04/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
15 OF 17

PROJECT NUMBER
291705009



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Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

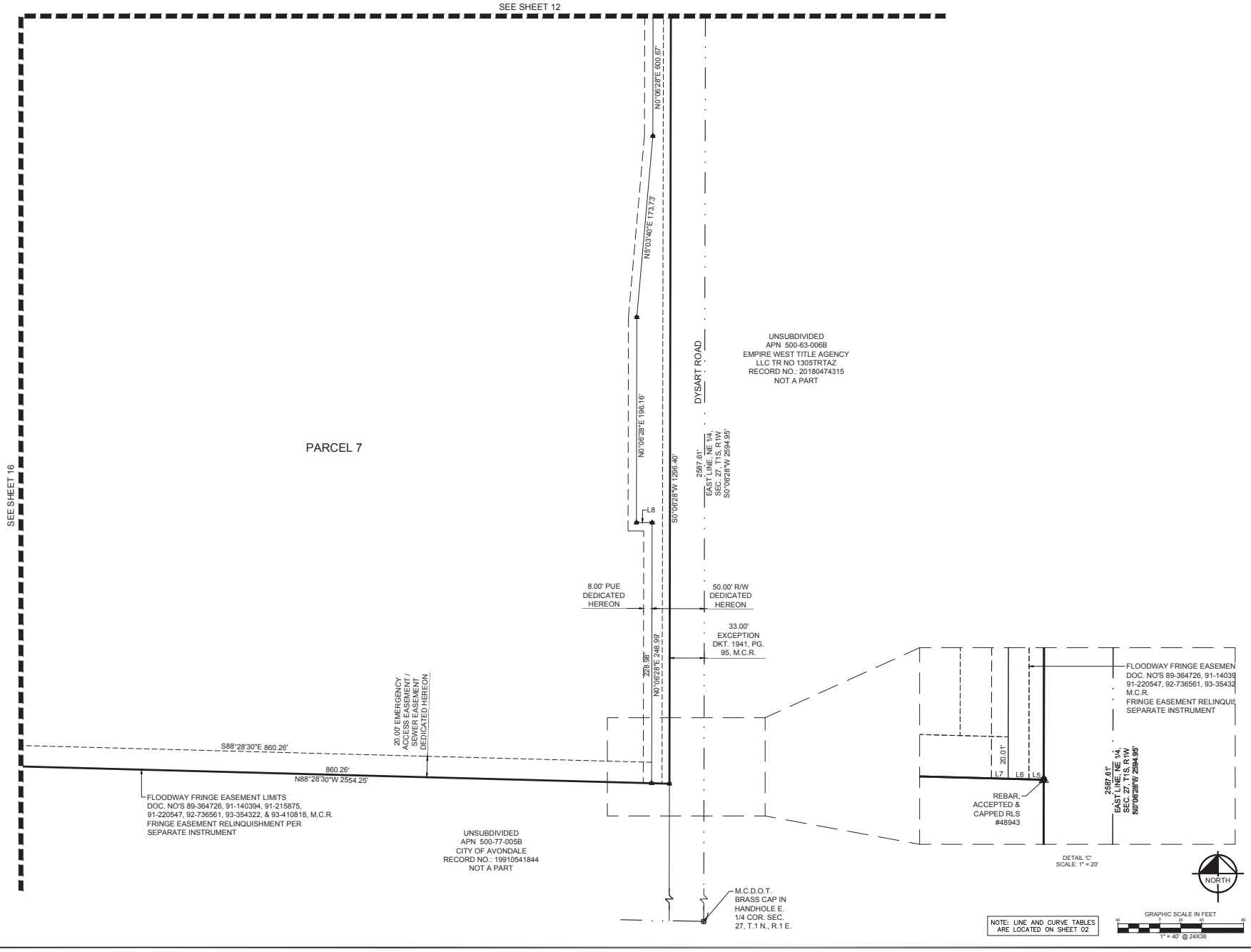
PLAT BY OWNER: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: MASTER PLAT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
LATEST REVISION DATE

SHEET NUMBER
16 OF 17

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 02

REVISIONS

Tel. No. (602) 837-5511

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PLAT OF RECORD
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
MASTER PLAT

REGISTERED LAND SURVEYOR
35316
CHAD
HUBER
01/24/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
17 OF 17

PROJECT NUMBER
291705009

CITY COUNCIL REPORT

ITEM NUMBER: 4.n.

SUBJECT: Final Plat for Fulton Homes Acclaim – Phase 2A – Application PL-23-0307

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:
City Council will consider a request to: (a) approve Application PL-23-0307, a request by Meikle Garrett with EPS Group, Inc., on behalf of Fulton Homes Corporation, for approval of the Final Plat for Fulton Homes Acclaim – Phase 2A generally located at the northwest corner of 99th Avenue and Thomas Road; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Fulton Homes Acclaim – Phase 2A is a 15.34-gross acre site located at the northwest corner of 99th Avenue and Thomas Road. Phase 2A is part of the larger Fulton Homes Acclaim development consisting of 153.2-gross acres. The site was annexed into the City in October 1989 with an initial zoning of Agricultural, then rezoned to Community Commercial in January 2001. It was rezoned to the Fulton Homes Acclaim Planned Area Development (PAD) in October 2020 and included two phases of development (Phase 1 and Phase 2). Phase 2 was approved for 296 single-family residential lots and has since been modified into sub-phases 2A, 2B and 2C. The Final Plat for Phase 2A is the subject of this request for approval.

DISCUSSION:
The applicant is requesting approval of a final plat for Fulton Homes Acclaim – Phase 2A. The proposed final plat subdivides the 15.34-gross acre into 62 residential lots, common area and open space and dedicates right-of-way and easements along all local streets within this portion of the community.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated April 26, 2024.

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

RECOMMENDATION:
Staff recommends City Council approve Application PL-23-0307, Final Plat for Fulton Homes Acclaim – Phase 2A and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Natalie Railey*

Vicinity Map

Avondale

Subject Parcel

Not to Scale

Prepared on 4/30/2024 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\FultonHomesAcclaim2A

FINAL PLAT OF

"Fulton Homes Acclaim - Phase 2A"

A PORTION OF SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FULTON HOMES ACCLAIM – PHASE 2A", A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 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 "FULTON HOMES ACCLAIM – PHASE 2A", 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.

FULTON HOMES CORPORATION, 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 TRAIL EASEMENT AND PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY AS SHOWN HEREON.

TRACTS "A" THROUGH "E" ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS "A" THROUGH "E". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A FULTON HOMES ACCLAIM 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, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____,
ITS _____, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2024

_____
OWNER/AUTHORIZED SIGNER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF FULTON HOMES CORPORATION, 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 HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

RATIFICATION AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION _____ DULY ELECTED _____ OF THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGE THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

RIGHT OF WAY DEDICATION

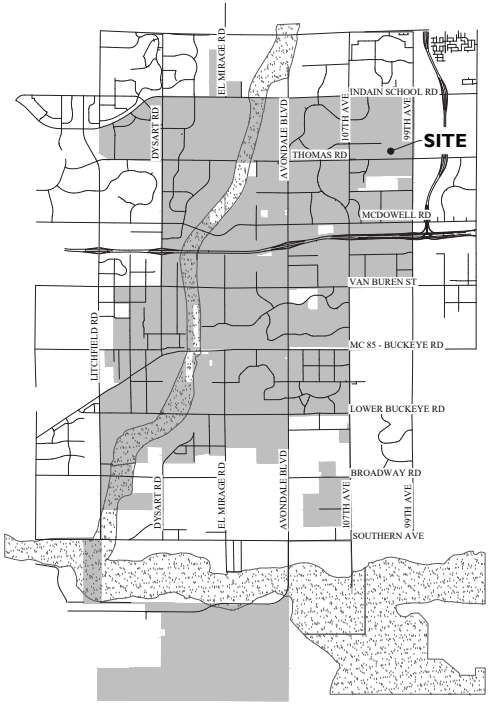
STREET CLASSIFICATION	AREA (SF)	AREA (ACRES)
LOCAL	150,471	3.4543
COLLECTOR	- - -	- - -
ARTERIAL	- - -	- - -

LAND AREA TABLE

GROSS AREA OF PROJECT	AREA (SF)	AREA (ACRES)
LOTS 144 – 205 (62 LOTS)	493,569	11.3308
TRACTS A – E (5 TRACTS)	24,513	0.5628
RIGHT-OF-WAY	150,471	3.4543
GROSS AREA	668,553	15.3479

UTILITY PROVIDERS

WATER	CITY OF AVONDALE
RECLAIMED WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
REFUSE	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
TRAFFIC SIGNALS	CITY OF AVONDALE
GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT (SRP)
TELEPHONE	CENTURYLINK/COX COMMUNICATIONS/MCI
CABLE TV	CENTURYLINK/COX COMMUNICATIONS
POLICE	CITY OF AVONDALE



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 ZONES "A" AREA WITHOUT BASE FLOOD ELEVATION AND APPEARS TO LIE PARTIALLY WITHIN ZONE SHADED 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. 04013C2160M, EFFECTIVE DATE SEPTEMBER 18, 2020.

BENCHMARK

CITY OF AVONDALE BENCHMARK "RID THOMAS" LOCATED AS FOLLOWS: FROM THE 99TH AVENUE EXIT AT I-10 IN AVONDALE, ARIZONA, TRAVEL NORTH ON 99TH AVENUE, 2KM, TO THOMAS ROAD. TRAVEL WEST ON THOMAS ROAD 0.8KM TO THE WESTERLY GATED ENTRANCE TO HOLY CROSS CEMETERY. TRAVEL SOUTH ON PAVED ACCESS ROAD, 33M. MARK IS A NGS HORIZONTAL CONTROL DISK, STAMPED RID THOMAS 2006, IN A CONCRETE POST, LEVEL WITH GROUND. STATION IS 35M SOUTH OF CENTERLINE OF THOMAS ROAD, 11.5M EAST OF TOP OF ROOSEVELT IRRIGATION DISTRICT CANAL, 10M WEST OF CENTERLINE PAVED ACCESS ROAD AND 1.5M NORTH OF CARSONITE WITNESS MARKER.

ELEVATION = 1023.86 CITY OF AVONDALE NAVD88 DATUM

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING THE CENTER LINE OF 99TH AVENUE PER THE PLSS SUBDIVISION GDACS RECORD OF SURVEY, RECORDED IN BOOK 669, PAGE 26, MARICOPA COUNTY RECORDS.

THE BEARING OF WHICH IS: SOUTH 00 DEGREES 18 MINUTES 10 SECONDS WEST

OWNER / DEVELOPER

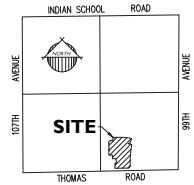
FULTON HOMES CORPORATION
9140 S. KYRENE ROAD
SUITE 202
TEMPE, AZ 85284
TEL: (480) 753-6789

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@epsgroupinc.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD
SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: BRIAN NICHOLLS, PE
EMAIL: brian.nicholls@epsgroupinc.com



SECTION 29
T.2 N., R.1 E.

VICINITY MAP

NOT TO SCALE

SHEET INDEX

1 COVER SHEET
2 LEGAL DESCRIPTIONS, LENDER OWNER STATEMENT, KEY MAP AND DETAIL
3 FINAL PLAT
4 FINAL PLAT, LOT AREA TABLES, TRACT AREA & USE TABLE, LINE TABLE AND CURVE TABLE

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE FULTON HOMES ACCLAIM HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. 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 OF THE CITY OF AVONDALE.
5. 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.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. A MASTER MID FOR THE ENTIRE FULTON HOME DEVELOPMENT WAS APPROVED BY CITY COUNCIL ON NOVEMBER 1, 2021 BY RESOLUTION 1091-1121.
8. STORM DRAIN PIPES FROM A CATCH BASIN TO THE RETENTION BASIN SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. ALL SPILLWAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. THE CITY SHALL MAINTAIN CATCH BASINS AND SCUPPERS WITHIN CITY RIGHT-OF-WAY.
11. THE PRIVATE ROADWAY EASEMENT WILL BE MAINTAINED BY THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION.

REFERENCE DOCUMENTS

UNRECORDED ALTA/NSPS LAND TITLE SURVEY BY CLOUSE ENGINEERING, INC., JOB NO. 191203

PLSS SUBDIVISION RECORD OF SURVEY GDACS, BOOK 699, PAGE 26, MCR.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT OF WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA. APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS ____ DAY OF _____, 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 NOVEMBER 2022. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED.

_____ 4/26/24
REGISTERED LAND SURVEYOR DATE:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

PL-23-0307

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1798
www.epsgroupinc.com

Project: "Fulton Homes Acclaim - Phase 2A"
AVONDALE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: M.P.

Job No. 20-0146
FP01
Sheet No. 1 of 4

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agrass

LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2023-0493563 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF SEPTEMBER 20, 2023 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE. THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL OF THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS _____ DAY OF 20_____.

BY: M&T BANK, A NEW YORK CORPORATION,
AS BENEFICIARY

BY: _____
THOMAS M. DALY ITS: SENIOR VICE PRESIDENT

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION,
AS TRUSTOR

BY: _____
NORMAN LEE NICHOLLS ITS: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
} S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL IN PAVEMENT WITHOUT ID AT THE SOUTHEAST CORNER OF SAID SECTION 29 FROM WHICH A 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 2,638.01 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 51 MINUTES 38 SECONDS WEST, 2154.49 FEET;

THENCE DEPARTING FROM SAID SOUTH LINE, NORTH 1 DEGREES 08 MINUTES 22 SECONDS WEST, 90.99 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 155.28 FEET;

THENCE NORTH 68 DEGREES 19 MINUTES 26 SECONDS EAST, 45.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 70 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 54.00 FEET;

THENCE NORTHERLY 34.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36 DEGREES 13 MINUTES 44 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 42.00 FEET;

THENCE NORTHEASTERLY 12.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 52 SECONDS;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 106.22 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, 130.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 125.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, 124.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 129.35 FEET;

THENCE NORTH 46 DEGREES 20 MINUTES 30 SECONDS EAST, 14.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 42 DEGREES 45 MINUTES 56 SECONDS EAST A DISTANCE OF 54.00 FEET;

THENCE NORTHWESTERLY 68.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72 DEGREES 32 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 42.00 FEET;

THENCE NORTHEASTERLY 18.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 28 SECONDS;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 168.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET;

THENCE NORTHWESTERLY 18.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 28 SECONDS TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 65 DEGREES 16 MINUTES 38 SECONDS EAST A DISTANCE OF 53.99 FEET;

THENCE NORTHEASTERLY 124.89 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 132 DEGREES 31 MINUTES 45 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 45 DEGREES 18 MINUTES 10 SECONDS EAST, 26.16 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 45.00 FEET;

THENCE SOUTH 44 DEGREES 41 MINUTES 50 SECONDS EAST, 19.80 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, 119.30 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 330.15 FEET TO A POINT ON THE WESTERLY LIMITS OF FULTON HOMES ACCLAIN – PHASE 1B, BOOK 1657 OF MAPS, PAGE 9, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 22 MINUTES 23 SECONDS WEST A DISTANCE OF 1168.17 FEET;

THE NEXT THREE (3) COURSE BEING ALONG SAID WESTERLY LIMITS;

THENCE SOUTHEASTERLY 303.40 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 DEGREES 52 MINUTES 52 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 17 DEGREES 15 MINUTES 20 SECONDS WEST, 119.43 FEET;

THENCE SOUTH 61 DEGREES 17 MINUTES 02 SECONDS WEST, 8.62 FEET;

THENCE SOUTH 14 DEGREES 45 MINUTES 25 SECONDS WEST, 50.00 FEET TO A POINT ON THE WESTERLY LIMITS OF FULTON HOMES ACCLAIN – PHASE 1A, BOOK 1635 OF MAPS, PAGE 9, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 14 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 982.00 FEET;

THE NEXT TEN (10) COURSE BEING ALONG SAID WESTERLY LIMITS;

THENCE NORTHWESTERLY 33.58 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1 DEGREES 57 MINUTES 32 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 55 DEGREES 32 MINUTES 04 SECONDS WEST, 27.44 FEET;

THENCE SOUTH 8 DEGREES 51 MINUTES 15 SECONDS WEST, 8.35 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 45 SECONDS EAST, 125.50 FEET;

THENCE SOUTH 8 DEGREES 51 MINUTES 15 SECONDS WEST, 268.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 959.50 FEET;

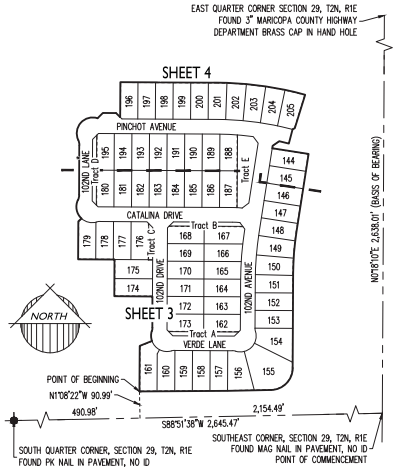
THENCE SOUTHERLY 143.21 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8 DEGREES 33 MINUTES 05 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 321.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 75.00 FEET;

THENCE SOUTHWESTERLY 115.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 33 MINUTES 28 SECONDS;

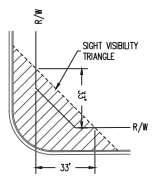
THENCE SOUTH 88 DEGREES 51 MINUTES 38 SECONDS WEST, 148.45 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 27 SECONDS WEST, 300.14 FEET TO THE POINT OF BEGINNING.



KEY MAP FOR PHASE 2A

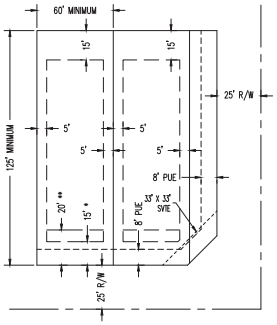
NOT TO SCALE



TYPICAL S.V.T. EASEMENT

NOT TO SCALE

60' X 125' LOTS



NOTES:

* FRONT LIVABLE AREA/PORCH
** FRONT FACING GARAGE

1. ALL SETBACKS ARE MEASURED FROM THE PROPERTY LINE.

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroup.com

Project:
"Fulton Homes Acclaim - Phase 2A"
AVONDALE, ARIZONA

FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: M.P.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
20-0146
FP01

Sheet No.
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of 4

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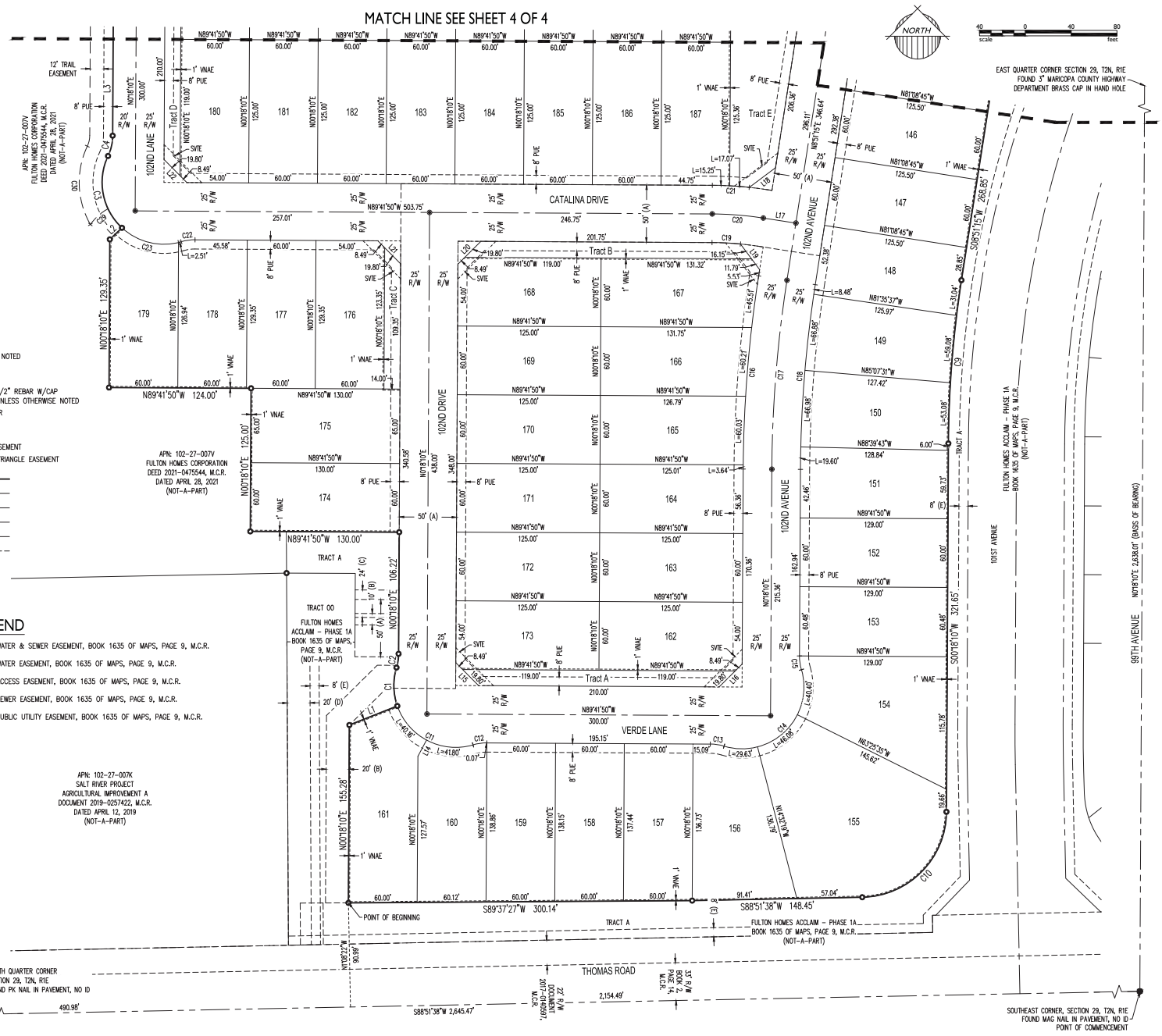

LEGEND

- FND MON. IN HANDHOLE AS NOTED
- FND MON. FLUSH AS NOTED
- FND MON. AS NOTED
- SUBDIVISION CORNER, SET 1/2" REBAR W/CAP "EPS GROUP RLS 37495", UNLESS OTHERWISE NOTED

M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVTE	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT

BOUNDARY LINE
PARCEL LINE
SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

LEGEND

(A) WATER & SEWER EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

(B) WATER EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

(C) ACCESS EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

(D) SEWER EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

(E) PUBLIC UTILITY EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201
P: 480.503.2250 | F: 480.835.1799
www.eps-g.com | info@eps-g.com

Project:

"Fulton Homes Acclaim - Phase 2A"

AVONDALE, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you dig, grade, excavate or trench
Arizona Blue Stake, Inc. (602) 263-1100
Maricopa County (602) 263-1100

Drawn by: A.G.
Reviewed by: M.P.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
20-0146

FP01

Sheet No.
3
of 4

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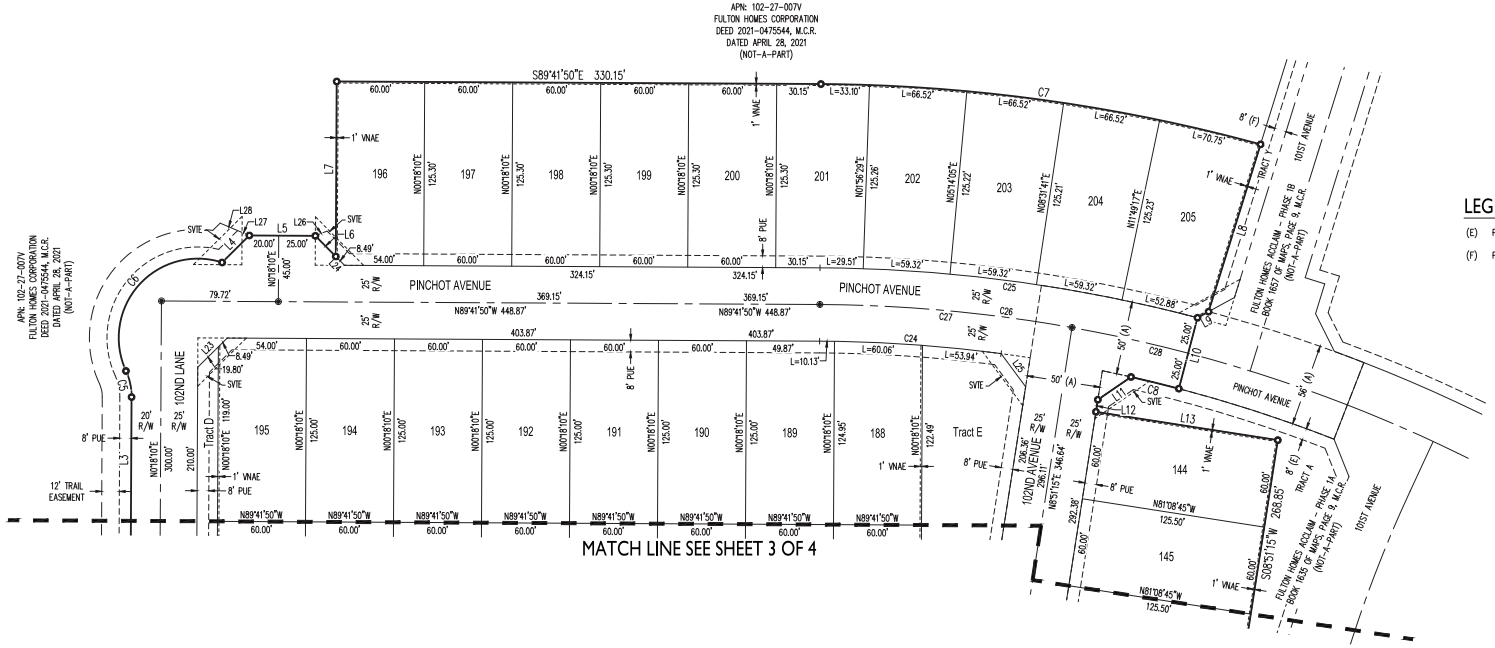

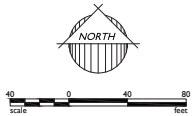

LEGEND

(E) PUBLIC UTILITY EASEMENT, BOOK 1635 OF MAPS, PAGE 9, M.C.R.

(F) PUBLIC UTILITY EASEMENT, BOOK 1657 OF MAPS, PAGE 9, M.C.R.

LEGEND

- FND MON. IN HANDHOLE AS NOTED
- FND MON. FLUSH AS NOTED
- FND MON. AS NOTED
- SUBDIVISION CORNER, SET 1/2" REBAR W/CAP "EPS GROUP RLS 37495", UNLESS OTHERWISE NOTED

M.C.R. MARICOPA COUNTY RECORDER
R/W RIGHT OF WAY
PUE PUBLIC UTILITY EASEMENT
VNAE VEHICULAR NON-ACCESS EASEMENT
SVTE 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
BOUNDARY LINE
PARCEL LINE
SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
144	7,530	0.1729
145	7,530	0.1729
146	7,530	0.1729
147	7,530	0.1729
148	7,582	0.1741
149	7,978	0.1832
150	8,076	0.1854
151	7,854	0.1803
152	7,740	0.1777
153	7,802	0.1791
154	10,720	0.2461
155	18,003	0.4133
156	9,891	0.2271
157	8,225	0.1888
158	8,268	0.1898
159	8,310	0.1908

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
160	8,226	0.1888
161	9,752	0.2239
162	7,482	0.1718
163	7,500	0.1722
164	7,500	0.1722
165	7,538	0.1730
166	7,740	0.1777
167	8,094	0.1858
168	7,482	0.1718
169	7,500	0.1722
170	7,500	0.1722
171	7,500	0.1722
172	7,500	0.1722
173	7,482	0.1718
174	7,800	0.1791
175	8,450	0.1940

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
176	7,743	0.1778
177	7,761	0.1782
178	7,749	0.1779
179	7,786	0.1787
180	7,482	0.1718
181	7,500	0.1722
182	7,500	0.1722
183	7,500	0.1722
184	7,500	0.1722
185	7,500	0.1722
186	7,500	0.1722
187	7,502	0.1722
188	7,442	0.1708
189	7,500	0.1722
190	7,500	0.1722
191	7,500	0.1722

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
192	7,500	0.1722
193	7,500	0.1722
194	7,500	0.1722
195	7,482	0.1718
196	7,500	0.1722
197	7,518	0.1726
198	7,518	0.1726
199	7,518	0.1726
200	7,518	0.1726
201	7,699	0.1767
202	7,880	0.1809
203	7,878	0.1808
204	7,878	0.1809
205	8,101	0.1860

LINE TABLE		
LINE	BEARING	LENGTH
L1	N68°19'26"E	45.04'
L2	N46°20'30"E	14.64'
L3	N00°18'10"E	168.83'
L4	N45°18'10"E	26.16'
L5	S89°41'50"E	45.00'
L6	S44°41'50"E	19.80'
L7	N00°18'10"E	119.30'
L8	S17°15'20"W	119.43'
L9	S61°17'02"W	8.62'
L10	S14°45'25"W	50.00'
L11	S55°32'04"W	27.44'
L12	S06°51'15"W	8.35'
L13	S81°08'45"E	125.50'
L14	N28°03'40"E	16.06'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N44°41'50"W	28.28'
L16	S45°18'10"W	28.28'
L17	S81°08'45"E	28.82'
L18	N53°16'37"E	28.57'
L19	S36°49'41"E	27.95'
L20	N45°18'10"E	28.28'
L21	N44°41'50"W	28.28'
L22	N44°41'50"W	28.28'
L23	N45°18'10"E	28.28'
L24	N44°41'50"W	8.49'
L25	N36°30'30"W	28.10'
L26	S67°48'10"W	8.66'
L27	S67°11'50"E	8.66'
L28	N67°11'50"W	12.99'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	34.14'	54.00'	36°13'44"	33.58'	N01°12'50"W
C2	12.17'	42.00'	16°35'52"	12.12'	N08°36'06"E
C3	68.37'	54.00'	72°32'42"	63.90'	N10°57'43"W
C4	18.33'	42.00'	25°00'28"	18.19'	N12°48'24"E
C5	18.33'	42.00'	25°00'28"	18.19'	N12°12'04"W
C6	124.89'	53.99'	132°31'45"	98.85'	N41°32'30"E
C7	303.40'	1168.17'	14°52'52"	302.55'	S82°11'11"E
C8	33.58'	982.00'	1°57'32"	33.57'	N76°13'21"W
C9	143.21'	959.50'	8°33'05"	143.07'	S04°34'43"W
C10	115.92'	75.00'	88°33'28"	104.72'	S44°34'54"W
C11	81.96'	54.00'	86°58'01"	74.32'	S62°48'42"E
C12	12.17'	42.00'	16°35'52"	12.12'	S82°00'14"W
C13	12.17'	42.00'	16°35'52"	12.12'	N81°23'54"W
C14	116.11'	54.00'	123°11'44"	95.00'	N45°18'10"E
C15	12.17'	42.00'	16°35'52"	12.12'	S07°59'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C16	169.40'	1135.00'	8°33'05"	169.24'	S04°34'43"W
C17	165.67'	1110.00'	8°33'05"	165.51'	S04°34'43"W
C18	161.94'	1085.00'	8°33'05"	161.79'	S04°34'43"W
C19	24.86'	275.00'	5°10'45"	24.85'	N87°06'27"W
C20	44.78'	300.00'	8°33'05"	44.73'	N85°25'17"W
C21	32.32'	325.00'	5°41'53"	32.31'	N86°50'53"W
C22	12.17'	42.00'	16°35'52"	12.12'	S82°00'14"W
C24	124.14'	982.00'	7°14'35"	124.06'	N86°04'33"W
C25	260.35'	1032.00'	14°27'15"	259.66'	N82°28'12"W
C26	254.04'	1007.00'	14°27'15"	253.37'	N82°28'12"W
C27	172.87'	1007.00'	9°50'09"	172.66'	N84°46'45"W
C28	81.17'	1007.00'	4°37'06"	81.15'	N77°33'08"W
C29	20.78'	48.55'	24°31'52"	20.63'	S48°12'49"W
C30	71.10'	74.00'	55°02'51"	68.39'	S02°12'47"E

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE AND **PUE	3,136	0.0720
Tract B	LANDSCAPE, OPEN SPACE AND **PUE	3,323	0.0763
Tract C	LANDSCAPE, OPEN SPACE AND **PUE	1,629	0.0374
Tract D	LANDSCAPE, OPEN SPACE AND **PUE	3,136	0.0720
Tract E	LANDSCAPE, OPEN SPACE AND **PUE	13,289	0.3051

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE PLAT SHEETS.
3. ** EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERISK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.

EPS GROUP
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Project:

"Fulton Homes Acclaim - Phase 2A"

AVONDALE, ARIZONA

FINAL PLAT

Revisions:

THIS PLAT IS BEST VIEWED ON 24x36 PAPER
Unless noted otherwise, all dimensions are in feet and decimals thereof.
Basis of Bearing: NAD 83 (2011) State Plane Coordinate System of Arizona, Central Zone, Grid Bearings
All Rectangular Coordinates: (NAD83/2011 Grid)

Drawn by: A.G.
Reviewed by: M.P.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
ARIZONA U.S.A.

Job No. 20-0146

FP01

Sheet No. 4 of 4

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CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: Strategic Plan to Address Homelessness

MEETING DATE: 5/20/2024

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

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 receive an update from staff and consultant, Public Works, LLC regarding the City's Strategic Plan for Homelessness Resolution. This item is for discussion only.

BACKGROUND:
In 2019, the City of Avondale, through a partnership with Maricopa County Human Services Department, implemented emergency shelter services, outreach, and case management for Avondale community members experiencing homelessness. This agreement with Maricopa County served as the catalyst for ongoing partnerships with Lutheran Social Services to provide shelter services through their Interfaith Homeless Emergency Lodging Program (I-HELP), Phoenix Rescue Mission to provide Street Outreach and Case Management Services, and an internal City position to assist in managing the City's response to homelessness.

During 2019, the Neighborhood and Family Services Department also secured the professional consulting services of Harris Consulting to assist the City through the process of developing a community-wide strategic plan to address homelessness in Avondale. The assessment provided a specific set of recommended goals that were to be accomplished within a three (3) to four (4) year time frame. All goals included in the plan have been accomplished and are incorporated into the City's ongoing strategy.

Through a Request for Proposals, the City procured the services of a third-party consulting agency, Public Works, LLC (PWLLC) in November 2023 to develop a Strategic Plan for Homelessness Resolution. The intent of this plan is to guide the City's response to the homelessness crisis over the next five (5) years. Over the course of the engagement, the Neighborhood and Family Services Department has supported PWLLC's research, discovery, review, and analysis. Stakeholder engagement included focus groups, individual

interviews, and a community symposium on February 28, 2024.

DISCUSSION:
The Homeless Services Division will present the proposed Strategic Plan for Homelessness Resolution. The plan is the culmination of a several-month engagement with an independent consultant. The presentation and plan will highlight the history and context of the project, ecosystem and operational analysis, a needs assessment, and presentation of best practices and objectives. The final product, the Strategic Plan, lays out the City's vision, goals, initiatives, opportunities, needs, and priorities for the next five years related to homelessness.

BUDGET IMPACT:
There is no budgetary impact at the current time.

RECOMMENDATION:
This item is for discussion and feedback only. No action will be taken.

Contact person for document distribution: *N/A*

AVONDALE, ARIZONA HOMELESSNESS RESOLUTION STRATEGIC PLAN

Produced by Public Works LLC for City of Avondale

May 20, 2024

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EXECUTIVE SUMMARY

The Avondale Homelessness Resolution Strategic Plan lays out the City's vision, goals, initiatives, opportunities, challenges, needs, and priorities for resolving homelessness from 2024 to 2029.

Both the causes and effects of homelessness touch on every aspect of daily life and public policy, including the private housing market and government housing policies, planning and zoning decisions, policing and emergency services, social services and public health institutions, homeowner associations, developers, communities, businesses, and residents throughout Avondale. While the homeless population by most accounts is at a manageable level today, rising poverty rates and high housing costs are jeopardizing housing security for Avondale residents, with many just one health crisis, job loss, or rent increase away from becoming unhoused. Resolving homelessness starts with housing. Without a concentrated effort to keep more people housed and to ensure that Avondale produces and maintains a diverse housing portfolio, the City should expect to spend more to reduce homelessness, as the number of homeless residents will likely increase.

Avondale is therefore pursuing a comprehensive strategy for addressing homelessness, with clear implementation steps in the short-, medium- and long-term.

1. The Origins of This Plan

Avondale's Initiative in Addressing Homelessness

In 2019, through an agreement with Maricopa County, the City of Avondale established a Community Services Block Grant (CSBG) funded pilot project to address the challenges the City faced with a growing homeless population. The County's continued support through 2021 expanded this pilot, and in 2022 the City established the Homeless Services Division within the Neighborhood and Family Services Department with Federal American Rescue Plan Act (ARPA) funds. However, these funds have an expiration date. The City therefore decided to develop this Homelessness Resolution Strategic Plan to look proactively at resolving homelessness in Avondale from 2024 to 2029.

The primary goal of the Homeless Services Division is to ensure that the experience of homelessness is rare, brief, and non-recurring by providing leadership, coordination, planning, and mobilization of resources. This goal is in line with City of Avondale objectives to provide wide-ranging and thorough services to individuals and family to raise the standard of living for our citizens. Building a comprehensive, strong system of support for individuals and families

requires a clear focus on insuring access to meaningful work, affordable housing, affordable health care, effective education and training opportunities, and leisure time activities.

This Strategic Plan represents the next phase in these ongoing efforts. The creation of a homelessness resolution strategy works to reduce socio-economic barriers and isolation from the community and creates self-sufficiency and civic engagement. A homelessness resolution strategy is essential to improving the standard of living for all citizens, reducing the costs of the provision of social services, and increasing the potential for all citizens to be successful.

The Strategic Planning Process

- **STEP ONE: PROJECT LAUNCH**
  A schedule for development of this Plan was created at the Project Launch in November 2023, by the Neighborhood Services Department, Homelessness Services Division, and SONAR (Street Outreach Navigation And Resources) team.

- **STEP TWO: STAKEHOLDER ENGAGEMENT**
  Stakeholder Engagement was central to this strategic planning effort, and has included interviews, small group discussion, focus groups, forums, and surveys, and a public symposium. The process began in November 2023 through April of 2024. The Plan gained valuable insight from interviews, focus groups, and surveys of the Interdepartmental Working Group, Service Providers, Municipal Partners, Avondale Staff, Health Care Professionals, Schools and Teachers, Faith Groups, the West Valley Collaborative, individuals with lived experience of homelessness, Homeowners Associations, and the public-at-large in an open community-wide meeting.

  The Mayor and City Council, the City Manager and Assistant City Managers, the Neighborhood and Family Services Department Director, the Homeless Services Division Manager, and representatives of Law Enforcement all contributed to the final shaping of this plan.

- **STEP THREE: RESEARCH, DISCOVERY, REVIEW, & ANALYSIS**
  While the Stakeholder Engagement process was the most visible element of the strategic planning effort, this Plan is also based on extensive secondary research and analysis. The research process consisted of five primary components: 1) ecosystem analysis, 2) operations analysis, 3) needs assessment, 4) best practices, and 5) policy analysis and development.

- **STEP FOUR: THE STRATEGIC PLAN**
  The resulting Plan is exhaustive and illuminating. It builds off the Homelessness Services Division's stated mission and the City's goal to ensure that the experience of homelessness in Avondale is rare, brief, and non-recurring.

This document is divided into 6 parts:

- **PART ONE: Origins Of This Plan**
- **PART TWO: The Current Situation and Circumstances**
- **PART THREE: Community And Stakeholder Outreach in Plan Development**
- **PART FOUR: Vision, Mission, and Core Values**
- **PART FIVE: The Strategic Plan**
- **PART SIX: Implementation Plan**

2. The Current Situation and Circumstances

Avondale's affordable housing supply is inadequate, income is insufficient to pay escalating rental costs, and its social services support system, which today may be viewed as adequate, ultimately lacks sufficient resources to support those in need in the long-term. Developing strategies to address homelessness will require a clear and comprehensive definition of homelessness that includes the Hidden Homeless. One of the recommendations that conclude this report is the need for the City to collaboratively develop such a definition as a foundational principle that will guide the overall strategic plan.

Historically, as the population of Avondale and Maricopa County has grown, so has the number of individuals who experience homelessness. The number of unsheltered homeless individuals in Avondale has increased sharply, from 5 in 2014 to 45 in 2023.

Why are people homeless in Avondale? The Lived Experience Survey conducted as part of this planning process indicated that the top condition leading directly to homelessness in Avondale (64 percent of respondents) was "no longer able to live with friends and family." Data presented in this Plan show crowded housing in Avondale worsening, both for owner-occupied homes and renter households, although the absolute and relative increase in rental overcrowding has been far more significant.

This reflects a broader trend affecting not just Avondale but many areas: As housing costs rise across the board, affordability decreases, particularly for lower-income and rental households. This results in fewer housing options and higher concentrations of people, exacerbating the challenge the City is facing. Over the past eight years, Avondale has seen a 14 percent-point increase in rent burdened households even as the percentage of rent-burdened households decreased nationally.

In sum, while Avondale currently has a relatively small homeless population, the issue of "Hidden Homelessness" suggests a broader challenge. Many residents face housing insecurity,

influenced by both individual circumstances and wider regional factors, such as proximity to urban areas with significant homeless populations. However, the primary cause of homelessness in Avondale, as elsewhere, is the general instability of housing for a large portion of the population, locally and beyond.

It is increasingly difficult for many, if not most, people to obtain – and to hold on to – housing that they can afford. As the cost of housing becomes more challenging for more people, the housing situation becomes more precarious: more people live with one paycheck, one illness, one accident, even one needy relative away from not being able to make rent or house payments.

What drives today's high housing costs, especially in Avondale? At root, it's a simple matter of supply and demand.

For starters, the demand for homes in Avondale is high: The City's population grew by 16 percent between 2013 and 2022, faster than Maricopa County's rate of 14 percent and Arizona's 11 percent rate. The flip side of demand is supply. The supply of housing units in Avondale and Maricopa County hasn't kept pace with the increase in population. For example, the number of units in Avondale increased by just eight percent and 11 percent in Maricopa County, likely attributed to housing scarcity and pressuring housing prices. The supply of vacant housing is falling, likely contributing to increased housing costs and leading to higher eviction filings. The housing shortage is not going to get any better if the underlying supply and demand factors don't change: The City's population will continue to grow – and to grow faster than we're creating new housing units for these residents to live in.

Rising demand and limited supply inevitably lead to higher prices, as evidenced by median home value data reflecting the influence of a robust economy and housing demand on pricing trends. The median value for Avondale homes rose about 160 percent in the last decade; the median home value in Avondale as of January 2024 is about $400,000, requiring an annual household salary of about $127,000 to purchase. In contrast, the median household income in Avondale was approximately $76,496. Many of our residents are simply priced out of the market.

This is true for rental housing, as well. In less than a decade, median rent has increased by about 46 percent. Compared with Maricopa County, Arizona, and the United States, Avondale consistently had the highest median rent throughout this period, rising sharply by about 33 percent between 2019 and 2022 alone.

The jobs of city residents and the wages they make are foundational to creating housing security. With rising housing prices, elevated mortgage rates and less houses on the market, it's important to incorporate into any plan on housing what residents can afford. The Maricopa Association of Governments' long-range projections for Avondale show jobs growing modestly

more slowly than the population for about the next 15 years. Among other challenges, then, to address the housing crunch, the City must find a way to help people living in Avondale find easier access to better-paying jobs.

The demand for housing in Avondale will continue to rise, driving costs higher, while the supply of existing affordable housing is slated to decline. These trends are likely to be exacerbated in coming years because not only will overall demand continue to increase, but also our population is growing both older and more diverse – in ways that will further increase the demand for more affordable housing.

For all these reasons, the time has come for Avondale to adopt a comprehensive Homelessness Resolution Strategic Plan that starts with recognizing the housing needs of the entire Avondale community. And that's what we set out to do in this strategic planning process.

3. Community and Stakeholder Outreach in Plan Development

Every step of this plan's creation involved public input and ideas. The robust community and stakeholder outreach was purposeful and useful as we heard from a large cross section of Avondale. The Strategic Plan is firmly rooted in how Avondale understands itself as a community and how it wants to grow in the future.

Every step of the way, we were met with ideas, interest and understanding that homelessness in Avondale not only needs to be rarer but also that there is also a larger issue underneath. Housing stability, access and affordability are key to Avondale's successful growth in the future.

There is also a strong belief that homelessness is on the rise. In addition, it is seen and pervasive. Also notably, few we spoke to knew of or understood what Avondale was doing to deal with the problem. That included Avondale city staff.

Findings:

- **GROWTH OF HOMELESSNESS:** Homeless in Avondale has grown considerably in the last 10 years.
- **UNDERLYING CAUSES GROWING:** The underlying causes of homelessness in Avondale, which can also be seen regionally, are not abating. In reality, they are growing. Cost of housing is increasing, supply of both rentals and homes for sale is diminishing and the jobs available for the population are not in line with getting and retaining the rising costs of homeownership.
- **UNHOUSED WERE FORMERLY HOUSED IN AVONDALE:** The vast majority of those in our City who are unhoused are in fact long-term Avondale residents. They are not from

somewhere else; they are our neighbors. They are experiencing homelessness today largely because of economic hardship. They ultimately became homeless after finding themselves unable to afford or maintain their own housing and then could no longer stay at a friend's or relative's home.

- **GROWING HOUSING INSTABILITY:** The issues that Avondale is facing are larger than just the number of current homeless individuals and families. There is growing housing instability amongst Avondale residents that deserves a full City government response. This Plan therefore starts with addressing the housing crisis as foundational to resolving homelessness. Avondale is facing a housing-stock shortfall, straining accessibility, and affordability. This combination will create further housing instability in coming years. Without City action, not only will homelessness grow but the housing situation will become more constrained and precarious for more and more Avondale residents. This is an issue the entire country, and our entire region, is facing. It is one we intend to address and resolve here in Avondale.
- **SONAR:** This is a new team tasked with advocating for and supporting the unhoused through navigation services. Initial numbers indicate that SONAR's work is starting to have an influence and bring the homelessness numbers down. SONAR is new and needs to be fully integrated into the city government both in process and data.
- **GREATER COORDINATION OF CITY AND NON-PROFIT ORGANIZATIONS NEEDED:** There are many activities supporting the unhoused in Avondale, some of which is uncoordinated as to data collection, strategies or goals, and objectives of the participating organizations. This Plan attempts to address the gaps that are keeping the unhoused from obtaining needed support by specifying programs needed to fill those gaps and ideas for greater coordination. There are also departments and divisions within City government that are not at the table, but need to be – for example, planning and zoning.
- **COORDINATED DATA RESPONSE:** Creating coordinated data response between agencies will support this full-government approach. Data currently are organized separately by each agency. For example, the Avondale Police Department uses AviWise to collect data and better understand police interactions with the public, but these data and service needs differ from those of SONAR, and the two entities' use of AviWise conflict with each other to some degree.

4. Vision, Mission, & Core Values

The SONAR team conducted a Vision/Mission development session, resulting in the creation of a set of recommended vision, mission and core values statements that guided the drafting of the formal Strategic Plan.

5. The Strategy

This Plan contains 76 policies, initiatives, and actions in the form of recommendations, that the City intends to undertake to achieve the Vision, Mission and Values laid out in Part Four of this document. The Strategic Plan for all these activities is detailed in Part Five.

6. Implementation Plans

Part Six contains the Implementation plan specifying activities and steps the City will undertake for each policy, initiative or action laid out in the preceding section, divided by those to be undertaken immediately, those that will be achieved in the ensuing two years, and those that the City will address over the final three years of this Plan.

The Strategy and Implementation Plans are organized into nine sections that are identical and follow a numbering system for each use. These are as follows:

1. Ensuring Avondale Has Enough Housing
2. Increasing Affordable Housing
3. Helping Avondalers Keep the Homes They Have
4. Preventing Eviction
5. Helping People Experiencing Homelessness to Find Temporary Shelter
6. Improving Coordination of Public Safety Responses
7. Expanding Supportive Services to Help Move Beyond an Interim Shelter Solution
8. Getting Persons Experiencing Homelessness Back to a Permanent Housing Situation
9. Assessment Of Interdepartmental Homelessness Response and Operations

PART ONE: ORIGINS OF THIS PLAN

The Avondale Homelessness Resolution Strategic Plan is an outward-facing document laying out the City's vision, goals, initiatives, opportunities, challenges, needs, and priorities for resolving homelessness from 2024 to 2029. The City's Homeless Services Division will be able to use this to guide its planning and deliberations in the future and to aid the public in understanding the City's strategy for resolving homelessness and its plans for achieving it.

This document aims to offer valuable information for decision-making regarding meeting residents' needs and allocating resources effectively by examining different socioeconomic characteristics and external factors that affect housing stability and how it affects homelessness. Both the causes and effects of homelessness touch on every aspect of daily life and public policy, including the private housing market and government housing policies, planning and zoning decisions, policing and emergency services, social services and public health institutions, homeowner associations, developers, communities, businesses, and residents throughout Avondale. The people we encounter on the streets embody the surface of the problem, but the underlying issue, along with its solutions, is more complex and profound.

While the homeless population by most accounts is at a manageable level today, rising poverty rates and high housing costs are jeopardizing housing security for Avondale residents, with many just one health crisis, job loss, or rent increase away from becoming unhoused. Resolving homelessness starts with housing.

Therefore, an essential plank of the City's homeless resolution strategy involves addressing the supply of affordable housing to ensure that the experience of homelessness is rare, brief, and non-recurring. Without a concentrated effort to keep more people housed and to ensure that Avondale produces and maintains a diverse housing portfolio, the City should expect to spend more to reduce homelessness, as the number of homeless residents will likely increase.

Avondale is therefore pursuing a comprehensive strategy for addressing homelessness based on an understanding of- and attention to- the following full range of factors that lead to homelessness, with clear implementation steps in the short-, medium- and long-term.

1. Reducing homelessness starts with **having enough homes**.
2. Homes need to be as **affordable** as possible.
3. Individuals and families need to be able to **stay in their home**. The City can accomplish this by including (a) an economic development policy that provides access to livable wage jobs b) workforce training and education for individuals to hold these jobs, and (c) support programs to prevent individuals and families from needing eviction assistance.

4. When facing housing precarity, Individuals and families need to have access to **eviction prevention** programs and services.
5. Unsheltered individuals and families need the support of a city that has an encompassing **temporary shelter system and policies**.
6. **Law enforcement** interacts with the unhoused daily; their support and expertise are crucial for any successful program. This includes a comprehensive approach, like that which the Avondale Police Department initiated, to the increasing threat of climate change and its effects in the Valley of the Sun.
7. Once unhoused residents are safely in temporary housing, they can have access to a range of **supportive services to help move beyond an interim shelter solution**, including health and mental health care and treatment for substance issues.
8. Economic stability and transportation are two keys to support those experiencing homelessness to **get back to a permanent housing situation**.
9. Finally, a **panoply of organizational and operational issues** should be addressed to provide the proper municipal superstructure for addressing all these concerns. These include better utilization of data, improving internal and external cooperation and collaboration, and strengthening the City's staffing organization.

This challenge extends beyond Avondale and spans across the region and the entire state. Addressing it effectively will demand coordination and collaboration among regional and state entities. Avondale residents and officials have made significant efforts to tackle this nationwide issue by establishing essential infrastructure for the unhoused and addressing housing insecurity. The Strategic Plan represents the next phase in these ongoing efforts.

1. Avondale's Initiative in Addressing Homelessness

In 2019, through an agreement with the Maricopa County Human Services Department, the City established a Community Services Block Grant (CSBG) funded pilot project. This pilot initiative introduced a new city position within the Neighborhood and Family Services Department called the Homeless Support Specialist. The County's continued support through 2021 expanded this pilot to include the I-HELP shelter with Lutheran Social Services and Homeless Navigation Services with Phoenix Rescue Mission.

The City of Avondale formally established the Homeless Services Division within the Neighborhood and Family Services Department with Federal American Rescue Plan Act (ARPA) funds in 2022 to make the experience of homelessness rare, brief, and non-recurring.

2. The Homeless Services Division

The Homeless Services Division (HSD) of the Neighborhood and Family Services Department takes the lead in coordinating, planning, and mobilizing diverse, supportive services in collaboration with community and faith-based organizations, city departments, and neighboring municipalities. The Homeless Services Division actively supports the Neighborhood and Family Services Department in its broader role of cultivating a team of invested leaders dedicated to strengthening and developing an interconnected community, fostering prosperity, and promoting well-being for all community members.

The Division's responsibilities include providing leadership, coordination, planning, and resource mobilization as part of the City's dedication to raising the standard of living for residents through a wide range of services and supports as part of a holistic approach to service delivery. The Homeless Services Division consists of the following:

- **SONAR:** The Homeless Services Manager and a team of four professionals, collectively known as the *Street Outreach Navigation And Resources (SONAR) team*, comprise the Homeless Services Division, responsible for helping clients access services through navigational support. Each staff member plays a crucial role in addressing homelessness in Avondale.
- **The Homeless Services Manager** oversees a supportive services system for individuals and families at immediate risk of homelessness or currently experiencing homelessness. They also work with the Homeless Services Coordinator, facilitating coordination between the City and its community partners.
- **The Outreach and Homelessness Solutions Coordinator** drives outreach efforts, oversees the City's street outreach initiatives, and manages the associated data.
- **The Homeless Outreach Specialist** actively seeks out and engages individuals experiencing homelessness, coordinating services to aid in resolving their housing challenges.
- **The Homeless Crisis Intervention Coordinator** focuses on coordinating the City's behavioral health partnerships for the homeless population, providing crisis response and de-escalation coordination to address the unique needs of individuals in crises.

In addition to the SONAR team, The Interdepartmental Homelessness Working Group (IHWG) is a collaborative effort involving city departments aimed at addressing homelessness-related issues in Avondale, such as encampments and associated concerns quarterly.

Through the Maricopa County Regional Continuum of Care (CoC), the City contracts with three service providers to deliver temporary shelter and case management services to individuals and families facing homelessness in Avondale.

The City's three service providers – Phoenix Rescue Mission (PRM), A New Leaf (ANL), and Lutheran Social Services of the Southwest, which provide the Interfaith Homeless Emergency Lodging Program (I-HELP) — are contracted to assist individuals and families experiencing homelessness in accessing vital resources and support as they transition toward permanent housing. These providers are crucial in offering temporary shelter and supportive housing programs, coordinating income benefits, and verifying health insurance. Additionally, they extend assistance for basic needs, employment, legal services, and access to mental health and substance abuse programs. The holistic coordination, support, and transportation these providers provide collectively constitute "case management," a service outlined in their contracts.

TABLE 1: CITY'S THREE SERVICE PROVIDERS

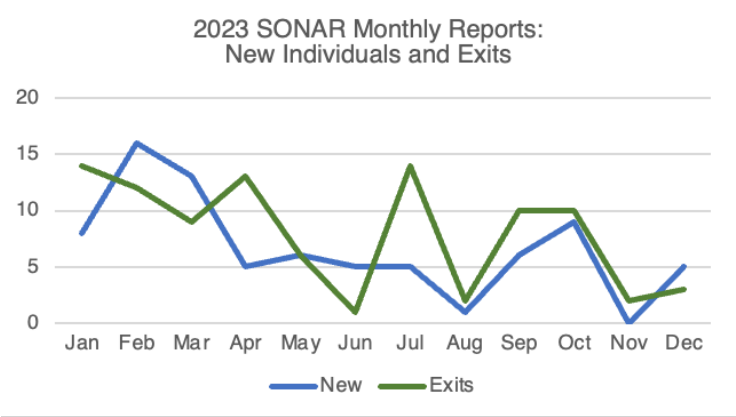
Lutheran Social Services of the Southwest (I-HELP)	PRM	ANL Family Navigation Supportive Services
Provides temporary shelter to 12 individuals experiencing homelessness. Case management services are available to those in shelter, aiming to establish connections to permanent shelter, housing, and care.	Provides Street Outreach and case management services to guide individuals and families experiencing homelessness toward programs and resources that facilitate their end. These encompass employment, legal assistance, addiction recovery programs, healthcare services, mental health support, shelter options, transportation assistance, and access to food and clothing.	Provides the Family Navigator program which supports up to 55 families annually. The program assists families with minor children in securing housing and provides case management services for holistic support, including healthcare coordination, crisis intervention, and linkages to education and employment opportunities. The program aims to transition families from homelessness to stable housing by addressing their specific needs. It has expanded to include an Assistant Navigator to provide service coordination for 40 households and safe temporary shelter in the form of hotel/motel stays for 20 households per year.
Funding		
ARPA Funds from Maricopa County: $50,000. Funding will be expended in FY2024 and FY2025 as $25,000 per fiscal year.	ARPA Funds from Maricopa County: $129,000. Funding will be expended in FY2024 and FY2025 as $64,500 per fiscal year.	Maricopa General Funds: $62,500 during the City's FY 23-24. ARPA Funds from Maricopa County: $10,500 during the City's FY 24-25. CSBG dollars in FY 24-25: $137,500.

3. Sonar's Successes in Addressing Homelessness

While governments' role in addressing homelessness varies nationally, how a government responds to homelessness and its ability to quickly connect people experiencing (or at risk of experiencing) homelessness to services provides a way to measure success.

A review of monthly system flow data collected and tracked by the SONAR team for 2023, combined with annual Point In Time (PIT) counts, shows the positive influence the City is having on homelessness: The City's homelessness problem has improved or, at least, stabilized.

CHART 1: SONAR'S MONTHLY REPORTS



Source: Homelessness Services Division, Monthly Reports for 2023.

Fewer Individuals Experiencing Homelessness

The Homeless Services Division's monthly homelessness activity reports demonstrate the SONAR team's success in 2023. These reports show a monthly average of 6.7 individuals entering the Homeless Management Information System (HMIS) throughout the year, which includes those new to homelessness, with only one in August, and no individuals in November, as shown in **Chart 1**.

More Individuals Exiting the Homeless Response System Than Entering

The same chart shows a comparison of the flow of individuals entering and those exiting the system. Those leaving the system can be a result of either housing placements or voluntarily because they found housing on their own or moved out of Avondale. While the numbers show monthly fluctuations, more individuals exited than entered the system in 2023. For the year, 19 more individuals left than entered; on average, 8.5 people exited the system each month.

Beginning in January 2024, the SONAR team began tracking all encounters in HMIS, including those in "outreach" status. This change will result in an increase in active clients.

4. Funding Avondale's Homelessness Programs

Avondale initially funded the Homeless Services Division using State and Local Fiscal Recovery Funds (SLFRF) from the Federal American Rescue Plan Act (ARPA) of 2021. However, these funds have an expiration date. Jurisdictions must obligate all funding by December 2024, intending to spend it by December 2026 or return it to the U.S. Treasury. The good news is that Avondale has met its funding requirements and is not at risk of having to return unspent funds, but this also means it needs to identify a stable funding source to maintain the Division in the future. Recently, city officials decided to include the Division in its General Fund Budget in future fiscal years, allowing it to sustain its established homelessness response system. Although this is positive for the Division, the community, and the clients it serves, the next challenge will be ensuring that it can maintain funding for contracted service providers, as these, too, are funded with County ARPA dollars that will soon run out. The County, City, service providers, or all of these collaboratively will need to identify alternative funding to maintain, if not expand, existing services.

5. Public Works – Strategic Partner

Avondale's Homeless Services Division retained Public Works LLC to help create this strategic plan for resolving homelessness from 2024 to 2029.

Public Works LLC was founded in 1995 and is now in its 30th year of operations. The firm pioneered the development of innovative high-level policy on a consulting basis, serving as an "outside policy office" for a half-dozen Governor's Offices, as well as numerous state agencies, and providing states, cities, and counties with creative policy advice that has been called "novel" and "innovative" by the national press.

Public Works has also provided strategic planning assistance to a wide range of cities, counties, high-level state officials including governors, higher education institutions, and non-profits across the country. The firm has advised governments nationwide on a range of relevant issues including, most recently, developing a Poverty Prevention Plan for Dubuque, Iowa; redesigning the nation's largest welfare program to focus more on work in Los Angeles County, California; guiding development of an Affordable Housing Strategic Plan for the Housing Opportunities Commission of Montgomery County, Maryland; and creating the National Affordable Housing Plan for the Government of the Cayman Islands. Public Works has also worked extensively in issues of poverty alleviation in states and communities across the United States.

Here in Arizona, Public Works has advised the state government on modernizing its workforce training and economic development programs and protecting children's environmental health.

PART TWO: THE CURRENT SITUATION AND CIRCUMSTANCES

Avondale has taken meaningful proactive steps to support housing security in its city. This section will outline the current structure created to support the unhoused and broaden the information on housing and housing insecurity to give context and support for the information in this document.

Our research as shown in this report reveals that Avondale's affordable housing supply is inadequate, income is insufficient to pay escalating rental costs, and its social services support system, which today may be viewed as adequate, ultimately lacks sufficient resources to support those in need in the long-term. According to an economist at Zillow, homelessness spikes when a growing number of people must spend 30 percent or more of their income on housing.[1]

Avondale has reached this threshold even if the homeless population numbers do not yet reflect a crisis. Therefore, Avondale is wise to respond proactively to its homelessness challenge as if it were as visible as indicators suggest it otherwise *will* be, with urgency and diligence.

In our research we found that the definition of homeless varied widely among stakeholders. Therefore, finding common ground was more difficult, leading to less agreement.

We cannot define the solution without creating a common definition of the bounds and breadth of the problem.

1. Begin With Defining Homelessness

Assessing the state of homelessness begins with a common understanding of how homelessness is defined. The Department of Housing and Urban Development (HUD) funds multiple housing programs throughout the country with a stated mission "to create strong, sustainable, inclusive communities and quality affordable homes for all."[2]

How HUD defines who is deemed homeless subsequently determines eligibility for services, housing vouchers, rental assistance, and subsidies to create affordable public housing in communities and emergency shelters with wraparound services. As a result, the agency, through its policies and funding, has greatly influenced how homelessness is described, defined,

[1] https://www.hud.gov/about/mission
[2] https://www.law.cornell.edu/uscode/text/42/11302

and addressed. HUD identifies four major categories of homelessness as illustrated in the following table.

TABLE 2: HUD MAJOR CATEGORICAL DEFINITIONS OF HOMELESSNESS[3]

CATEGORY	DEFINITION
Literal Homelessness	Individuals and families who live in a place not meant for human habitation (including the street or in their car) or who live in an emergency shelter, transitional housing or hotels paid for by a government or charitable organization.
Imminent Rish of Homelessness	Individuals or families who will lose their primary night-time residence within 4 days and have no other resources or support networks to obtain permanent housing.
Homeless Under Other Statutes	Unaccompanied youth under 25 years of age, or families who do not meet any of the other categories but who are considered homeless under other federal statutes.
Fleeing Domestic Violence	Individuals or families who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and who lack resources and support networks to obtain other permanent housing.

To estimate the number of persons experiencing homelessness as defined in the above categories, HUD conducts an annual count nationwide on one single night in January via observation or interviews of persons staying in shelters, transitional housing or a "place not meant for human habitation" (e.g. car, streets, encampments). This is known as a "Point in Time" count, based upon which HUD disseminates an "Annual Homeless Assessment Report" (AHAR) to Congress. The most recent report reveals that national trends of homelessness reached its highest level since HUD began collecting the snapshot *Point In Time* data back in 2007 to reporting in 2023 a record-breaking 653,100 unhoused persons nationwide.[4]

The HUD definition of homelessness, however, is considered too narrow by many organizations attending to persons experiencing homelessness. They contend that the narrow definition results in undercounting the actual numbers of people experiencing homelessness.[5] Nor does the "Point In Time" Count consider research that shows how *the state of being unhoused is very fluid*, evidenced by the fact that "people move frequently between couches, motels, shelters,

[3] https://nlihc.org/resource/hud-releases-2023-annual-homeless-assessment-report
[4] Id.
[5] https://www.chicagohomeless.org/hidden-homelessness-in-the-united-states/

cars, and other locations, rather than staying in one static living arrangement"[6] during one point in time.

In response, federal agencies such as the U.S. Department of Health & Human Services and the U.S. Department of Education define homelessness more broadly than HUD's Definition by recognizing and addressing the "Hidden Homeless" population among families with children and youth in the school system. It further identifies the growing numbers of unaccompanied youth being increasingly identified in schools throughout the country.

Hidden Homelessness

Beyond following HUD's definition of homelessness, one other relevant definition to inform the City's identification of- and subsequent response to- homelessness is the one cited in the federal McKinney-Vento Homeless Assistance Act of 1987.[7] This Act addresses the needs of families with school-aged children and youth experiencing homelessness. The U.S. Department of Education is responsible for implementing the policies and services cited by the Act and oversees the provision and funding of services to students who are experiencing homelessness through state Departments of Education and school districts nationwide.

The McKinney-Vento Act defines homeless children and youth as *"individuals who lack a fixed, regular, and adequate nighttime residence, including those who are living in shelters, cars, motels, campgrounds, or are doubled-up with friends or relatives due to economic hardship or loss of housing."*[8]

The "doubling-up" phenomenon is often referred to as "Hidden Homelessness" because it is not counted among HUD estimates and is challenging to identify in schools and communities tasked with addressing homelessness. The hesitancy of parents to report their situation in fear they may lose their children to foster care, along with the stigma associated with being homeless, makes it especially difficult to know the actual numbers of individuals and families experiencing homelessness and, thus direct needed services to them.

Defining Homelessness: Going Forward

Developing strategies to address homelessness will require a clear and comprehensive definition that includes HUD's defining categories and the broader constructs of the U.S. Department of Education's definition based on the McKinney-Vento Act encompassing the

[6] https://www.chicagohomeless.org/hidden-homelessness-in-the-united-states/#:~:text=Research%20also%20shows%20that%20homelessness,in%20one%20static%20living%20arrangement.
[7] P.L. 100-77, 42 U.S.C. Ch.119, sec. 11301 et seq.
[8] https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter119&edition=prelim

Hidden Homeless. One of the recommendations that conclude this report cites the need for the City to collaboratively develop such a definition as a foundational principle that will guide the overall strategic plan.

2. Measuring Avondale's Homeless Population Using "PIT Count"

The Point-In-Time (PIT) count allows the City, as a rough estimating tool, to estimate the number of individuals experiencing homelessness on a single night, counting unsheltered residences.

The U.S. Department of Housing and Urban Development (HUD) requires all Continuum of Cares (CoCs) organizations that work coordinatively to support citizens in municipalities, assess the scope of homelessness in a community and the supportive services needed.

The PIT count helps determine if the homeless population is increasing or decreasing, but it does not necessarily reveal the number of people experiencing homelessness. For example, those who may be "doubled up," spending nights on a friend or relative's couch, or living in a shed or garage generally aren't captured in the count. Additionally, because the count is only a single night, it does not reflect the transitory nature of homelessness. The PIT count data, however, offers a general baseline of the homeless population and characteristics to improve service delivery and housing support.

Historically, as the population of Avondale and Maricopa County has grown, so has the number of individuals who experience homelessness, as shown in **Chart 2**. The number of unsheltered homeless individuals in Avondale has increased sharply, from 5 in 2014 to 45 in the 2023 PIT count. The chart illustrates the relatively large variations in this number from year to year, owing to Avondale's relatively small sample size and the limitations of the PIT count survey itself. In addition, **Chart 3** illustrates the number of unsheltered vs. National, state, regional and local population.

Last, persons who have not yet connected with regional homeless services providers would not appear in the Homeless Management Information System (HMIS) database, although they might appear in the PIT count. HMIS is the database communities use to track people experiencing homelessness that are engaging with HUD-funded providers. It's also important to remember that data is impacted by movement and migration, as people move toward resources or away from unsafe areas, limiting a municipality's ability to describe the location someone came from.

CHART 2: NUMBER OF UNSHELTERED HOMELESS IN AVONDALE

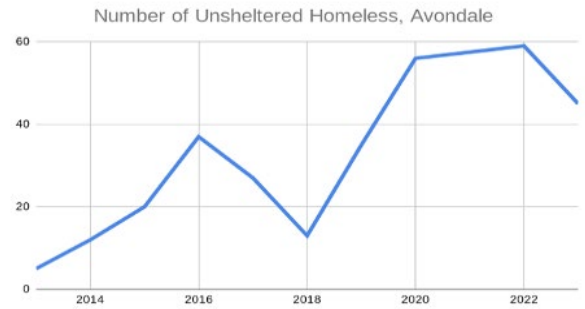
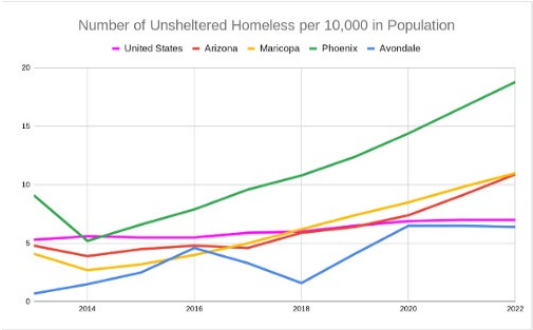


CHART 3: UNSHELTERED VS. POPULATION



Source: Maricopa Association of Governments, Point-In-Time Homelessness Count.

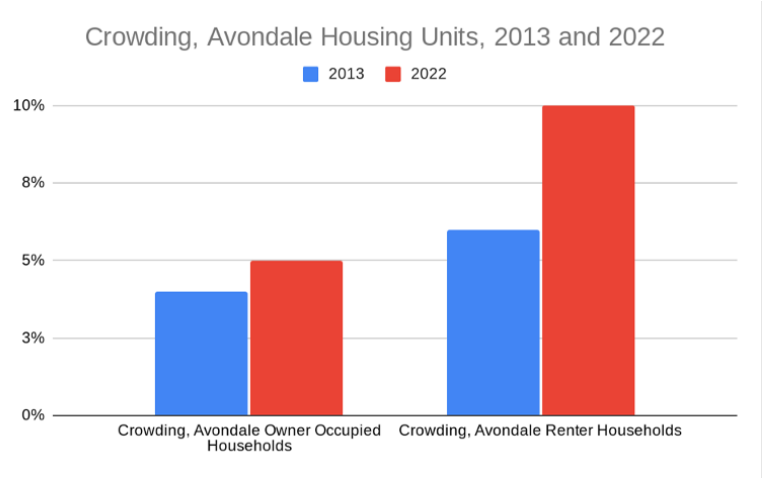
3. Housing Precariousness in Avondale

Why are people homeless in Avondale?

We might do well to ask where homeless Avondale residents were in life *immediately prior* to experiencing homelessness. And we did exactly that. In a novel, cutting-edge effort, this past January the City of Avondale conducted a Lived Experience Survey in conjunction with the national Point-In-Time survey discussed in the prior section, asking residents in Avondale who were experiencing homelessness on that specific day a wide range of questions to help us better understand their needs, hopes and challenges.

The responses to the Lived Experience Survey – which will be discussed more in Part Three: Stakeholder Engagement, below – indicated that the top condition leading directly to homelessness in Avondale (64 percent of respondents) was “no longer able to live with friends and family.” As discussed above as to defining homelessness, while some Avondale residents may not consider themselves homeless because they are not unhoused but instead live in doubled-up households, they in fact are navigating the slippery slope of housing instability, often living with family or friends because of economic hardship or housing loss. This phenomenon is called crowding and is the new leading statistical indicator of impending homelessness, particularly when crowding increases. Census data on the number of occupants per room in a housing unit provide a look at the share of crowded housing units and illustrates the growing “hidden homeless” aspect of the housing and homelessness crisis.

CHART 4: PERCENTAGE OF CROWDING IN OWNER-OCCUPIED AND RENTER HOUSEHOLDS IN AVONDALE

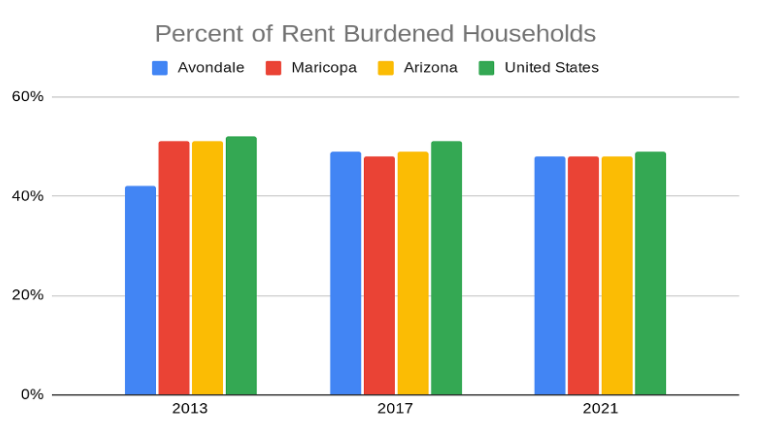


Source: U.S. Census Bureau, American Community Survey 5-Year Estimates.

Chart 4 illustrates the effects of crowded housing in Avondale worsening, both for owner-occupied homes and renter households, although the absolute and relative increase in rental overcrowding has been far more significant.

This reflects a broader trend affecting not just Avondale but many areas: As housing costs rise across the board, affordability decreases, particularly for lower-income and rental households. This results in fewer housing options and higher concentrations of people, exacerbating the challenge the City is facing.

CHART 5: PERCENTAGE OF RENT BURDENED HOUSEHOLDS IN AVONDALE

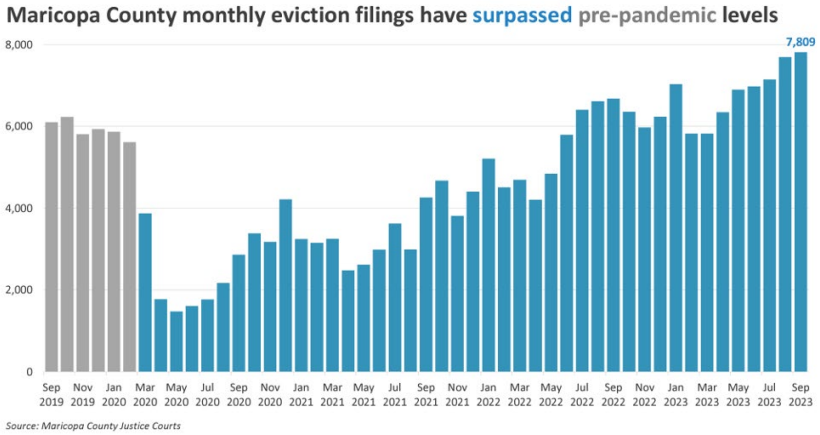


Source: Census Bureau, American Community Survey, 5-Year estimates.

As shown in **Chart 5** shows the impact of rising rents on Avondale households. Over the past eight years, Avondale has seen a 14 percent-point increase in rent burdened households even as the percentage of rent-burdened households decreased nationally.

Perhaps the most illustrative data point related to housing insecurity is the rate of evictions. Maricopa County's eviction filings are now higher than before the COVID-19 pandemic, as indicated in **Chart 6**, indicating greater housing instability.

CHART 6: NUMBER OF MONTHLY EVICTION FILINGS



Source: Maricopa Association of Governments, Housing Data Explorer.

Rising housing insecurity is particularly problematic for Black residents. In 2020, 53 percent of Black residents, more than any race or ethnicity (with data limitations for some race and ethnic groups due to survey constraints), were rent-burdened, with about 26 percent identifying as moderately rent-burdened (e.g., spending more than 30 percent of their income on housing and utilities) and about 28 percent as severely rent burdened (e.g., spending more than 50 percent of the income on housing and utilities).[9] Nationally, we know that some demographic populations were more likely to experience the pandemic's negative financial impacts than others, which exacerbated previously known inequities in housing affordability that could be appearing in Avondale's data.[10]

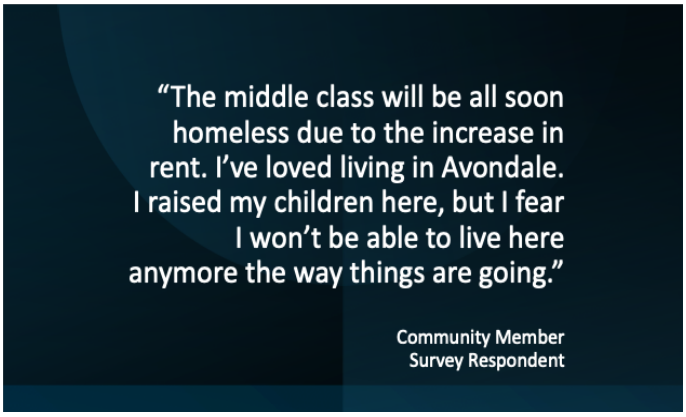
In sum, while Avondale currently has a relatively small homeless population, the issue of "Hidden Homelessness" suggests a broader challenge. Many residents face housing insecurity, influenced by both individual circumstances and wider regional factors, such as proximity to urban areas with significant homeless populations. However, the primary cause of homelessness in Avondale, as elsewhere, is the general instability of housing for a large portion of the population, locally and beyond.

[9] Local Housing Solutions, Housing Needs Assessment Report for Avondale, January 16, 2023 (data source: Census PUMS), https://www.policymap.com/report_widget?type=fur&area=predefined&sid=10192&pid=697004339 (Note: data for Hispanic renters aligned with white renters)

[10] Black and Hispanic Renters Face Greatest Threat of Eviction in Pandemic, Housing Perspectives, Joint Center for Housing Studies of Harvard University, January 11, 2021, https://www.jchs.harvard.edu/blog/black-and-hispanic-renters-face-greatest-threat-eviction-pandemic

So, to pose another question, why is housing so precarious for so many today?

4. Housing Demand

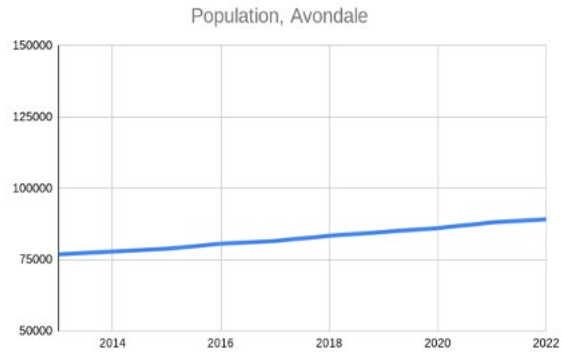


It is increasingly difficult for many, if not most, people to obtain – and to hold on to – housing that they can afford. As the cost of housing becomes more challenging for more people, the housing situation becomes more precarious: more people live with one paycheck, one illness, one accident, even one needy relative away from not being able to make rent or house payments.

What drives today's high housing costs, especially in Avondale? At root, it's a simple matter of supply and demand.

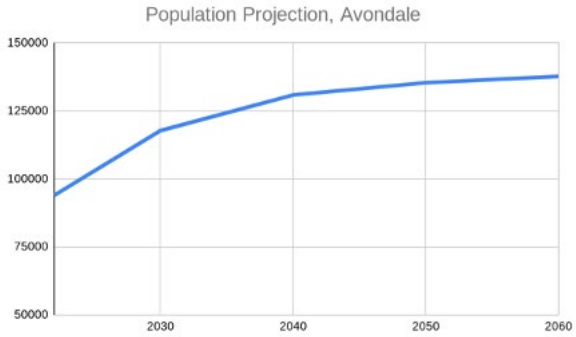
For starters, the demand for homes in Avondale is high: Why not? The Valley as a whole – and Avondale in particular – is a great place to live. Avondale has experienced steady and rapid population growth over the last decade, increasing from 77,000 in 2013 to 89,000 in 2022, as depicted in **Chart 7A**. The City's population grew by 16 percent between 2013 and 2022, faster than Maricopa County's rate of 14 percent and Arizona's 11 percent rate. According to an assessment by WESTMARC and the Maricopa Association of Governments (MAG), the population for the entire West Valley will reach 2,094,824 in 2030, more than doubling its size in 30 years, and Avondale should again expect to benefit from this growth, as **Chart 7B** forecasts.[11]

CHART 7A: OVERALL POPULATION GROWTH



Source: Census Bureau, American Community Survey, 5-Year estimates.

CHART 7B: PROJECTED POPULATION GROWTH



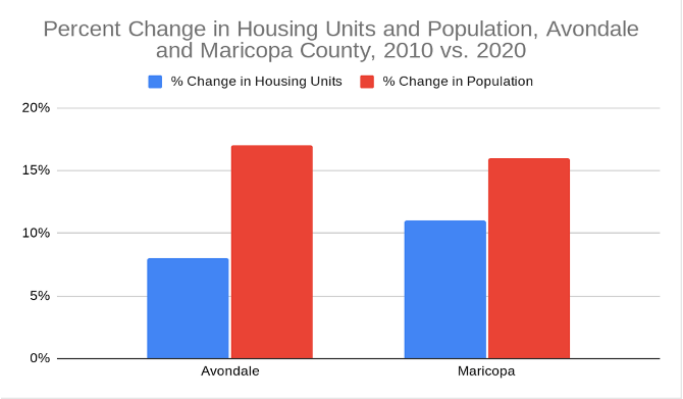
Source: Socioeconomic Projections, Population and Employment, Maricopa Association of Governments, June 2023.

[11] https://azmag.gov/Programs/Maps-and-Data/Population-Housing/Socioeconomic-Projections

5. Housing Supply in Avondale

The flip side of *demand* is *supply*. As **Chart 8** shows, the supply of housing units in Avondale and Maricopa County hasn't kept pace with the increase in population. While the population grew by 17 percent in Avondale and 16 percent in Maricopa County, the number of housing units increased at a more modest rate. For example, the number of units in Avondale increased by just eight percent and 11 percent in Maricopa County, likely attributed to housing scarcity and pressuring housing prices.

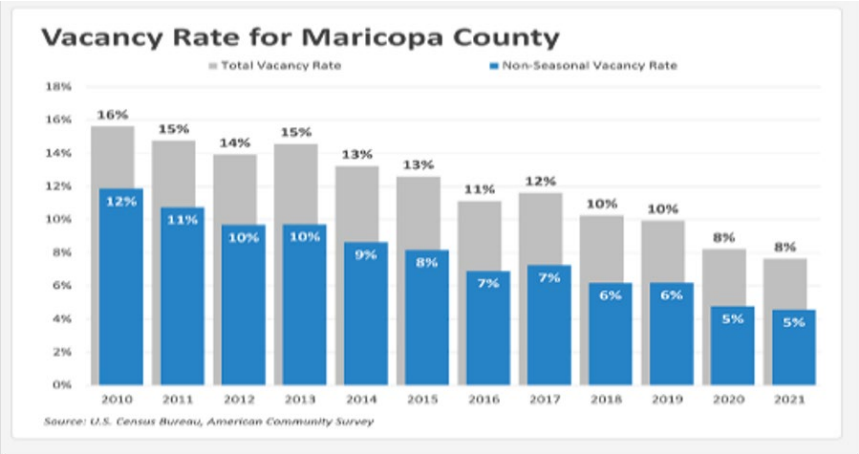
CHART 8: PERCENTAGE COMPARISON OF AVAILABLE HOUSING UNITS TO POPULATION GROWTH



Source: Census Bureau, American Community Survey, 5-Year estimates.

Chart 9 illustrates that the supply of vacant housing is falling, likely contributing to increased housing costs and leading to higher eviction filings.

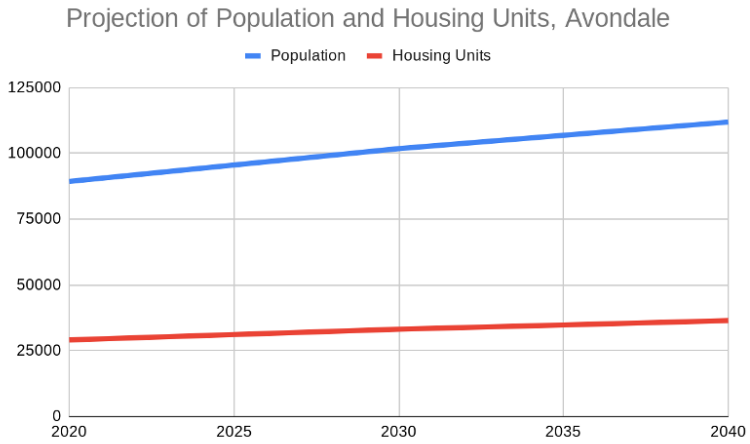
CHART 9: PERCENTAGE OF VACANT HOUSING



Source: Maricopa Association of Governments, Housing Data Explorer.

As shown in **Chart 10**, the projected population growth and projected growth of housing units in Avondale. Given that the City's population will continue to grow, as of today, new housing units will not keep up with demand.

CHART 10: POPULATION V.S HOUSING UNITS

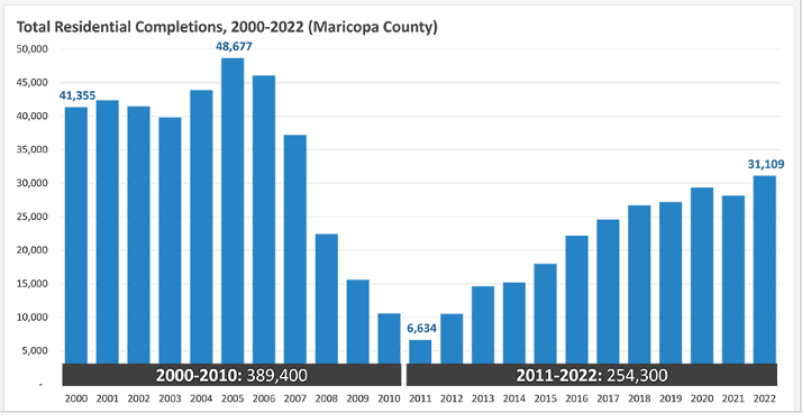


Source: Maricopa Association of Governments; City of Avondale, Land Use Assumptions, and Infrastructure Improvements Plan for Parks/Recreation. [12]

One explanation for the lagging production is the 2008 housing market collapse that significantly impacted Phoenix and the state generally and resulted in a slow climb to pre-crisis levels. For Maricopa County, there was a notable decline in housing production reflected in total residential completions over the two decades depicted in Chart 11 at a time when the population grew – but the onset of the decline began even before the onset of global financial instability in late 2007 or the Great Recession of 2008-09 (which greatly exacerbated the situation). Housing completions in the County are yet to recover to 75 percent of prior levels, over a decade later. Inevitably, the slowdown in new construction has contributed to lower vacancy rates, increased monthly rents and home sales prices, and increased evictions.

[12] Population estimates are made by the Maricopa Association of Governments (MAG). The City of Avondale, in its report *Land Use Assumptions and Infrastructure Improvements Plan for Parks/Recreation, Fire, Police, Streets, Water, and Wastewater Facilities*, reports projections for the number of housing units in the city based on the MAG population projections and uses these projections to set development impact fees. The Avondale projection assumes that household sizes will remain constant, at 3.07 persons per unit.

CHART 11: RESIDENTIAL COMPLETIONS



Source: Maricopa Association of Governments, Housing Data Explore.

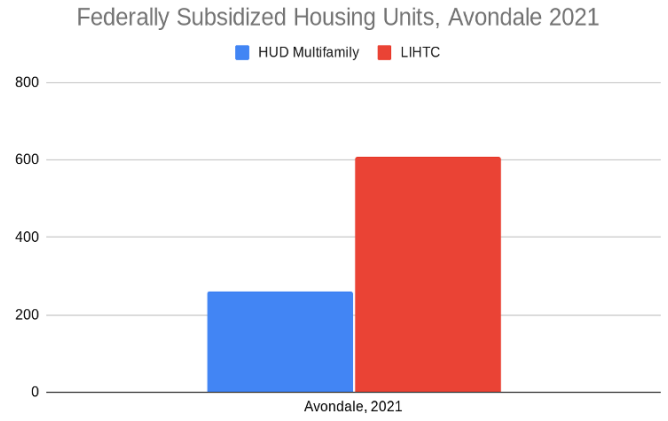
6. Affordable Housing

Part of the increase in cost burdened households stems from a notable decrease in the number of units renting for $500 or less per month, from 521 units in 2016 to 309 in 2021 and the dramatic reduction in the number of units renting for $1,000 or less from 4,651 in 2016 to 1,695 units in 2021.[13]

As of 2021, as **Chart 12** shows, there were 869 federally subsidized housing units in Avondale. These units are privately owned but receive subsidies from federal programs. These include units funded through the Low-Income Housing Tax Credit Program (LIHTC) and "HUD Multifamily," which provides Project Based Section 8 units and units from other, smaller programs. **Chart 12** displays the unit totals. These federally subsidized units make up 8 percent of Avondale's rental stock.

[13] Local Housing Solutions, Housing Needs Assessment Report for Avondale, January 16, 2023 (source: U.S. Census), https://www.policymap.com/report_widget?type=fur&area=predefined&sid=10192&pid=697004339

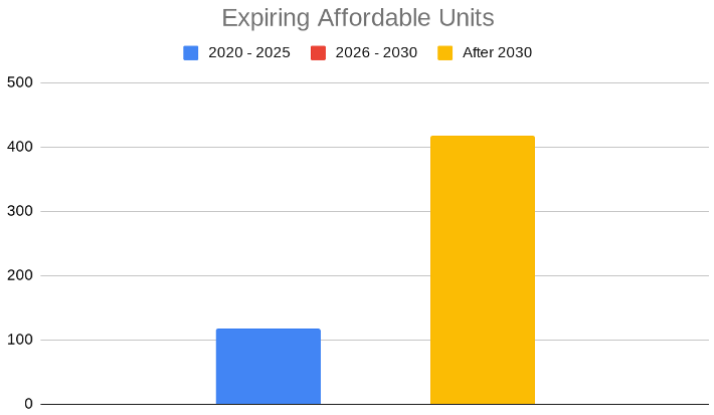
CHART 12: NUMBER OF FEDERALLY SUBSIDIZED HOUSING UNITS



Source: Local Housing Solutions, "Policy Map."

As **Chart 13** illustrates, the number of federally subsidized units whose affordability terms with LIHTC are due to expire in the next 6 years. Once terms expire, the private owner of the units can either decide to extend the affordability agreements or exit the program and place the rental units on the private market without income restrictions. By 2025, 118 affordable housing units will see their affordability restrictions expire. No units will lapse between 2026 and 2030, but after 2030, 417 units could expire.

CHART 13: NUMBER OF FEDERALLY SUBSIDIZED HOUSING UNITS DUE TO EXPIRE

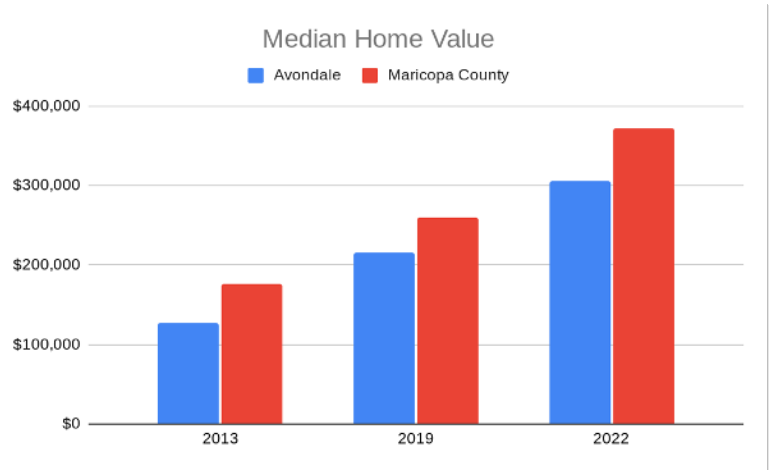


Source: Local Housing Solutions, "Policy Map" for Avondale.

7. Housing Costs

Rising demand and limited supply inevitably lead to higher prices, as evidenced by median home value data reflecting the influence of a robust economy and housing demand on pricing trends. **Chart 14** shows how median home values have increased in Avondale and Maricopa County, with the median value for Avondale homes rising about 160 percent in 2022 from the median value in 2013. According to Zillow, the median home value in Avondale as of January 2024 is about $400,000, requiring an annual household salary of about $127,000 to purchase.[14] According to the U.S. Census, the median household income in Avondale in 2022 dollars is approximately $76,496, which underscores the affordability challenges for residents wanting to purchase a home in the City.[15] Many residents are priced out of the market.

CHART 14: MEDIAN HOME VALUE IN AVONDALE AND MARICOPA COUNTY



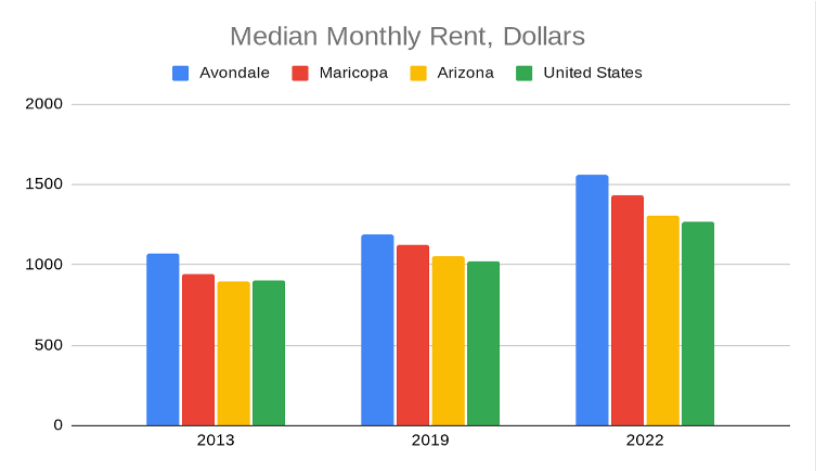
Source: Census Bureau, American Community Survey, 5-Year estimates.

This is true for rental housing, as well. **Chart 15** illustrates how expensive housing has become. In less than a decade, median rent has increased by about 46 percent. Compared with Maricopa County, Arizona, and the United States, Avondale consistently had the highest median rent throughout this period, rising sharply by about 33 percent between 2019 and 2022 alone.

[14] Zillow Home Values Index (January 2024): https://www.zillow.com/home-values/10226/avondale-az/ and "This is how much money you need to earn annually to comfortably buy a $400,000 home in 2024," Fortune, January 16, 2024, https://fortune.com/recommends/mortgages/how-much-salary-to-buy-400000-home/#

[15] U.S. Census Bureau, Avondale, Arizona Quick Facts, https://www.census.gov/quickfacts/fact/table/avondalecityarizona/PST045222

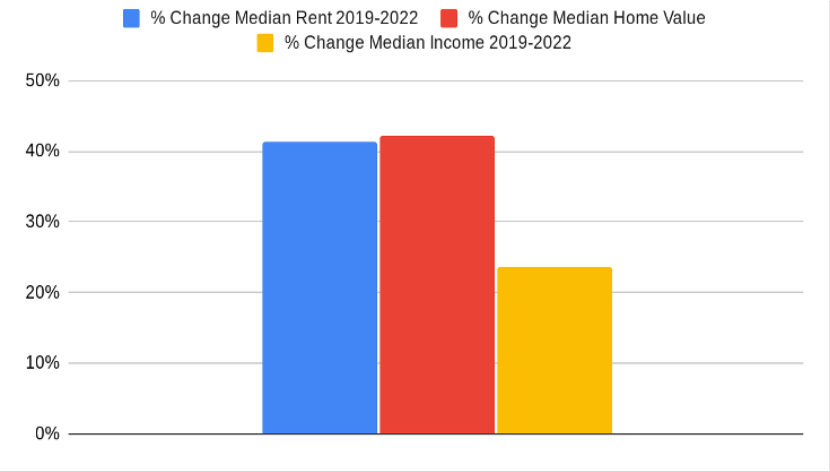
CHART 15: COMPARISON GRAPH OF MEDIAN MONTHLY RENT LOCALLY, STATEWIDE, AND NATIONALLY



Source: Census Bureau, American Community Survey, 5-Year estimates.

In **Chart 16**, it shows that housing costs are not just rising in nominal terms: They are far outpacing increases in incomes and wages, making a home of any sort less and less affordable for more and more people. It is, thus, a two-pronged problem; the solution must involve both a housing market that produces lower-cost housing and an economy that provides higher-paying jobs.

CHART 16: HOUSING COSTS ARE RISING FASTER THAN INCOMES IN AVONDALE



Source: Source: Census Bureau, American Community Survey, 5-Year estimates

8. Housing Costs Up: Incomes? Not So Much

Table 3 provides a snapshot of the occupations held by Avondale residents in 2012 and 2022, along with the median earnings of these occupations in 2022 and a comparison with the median earnings of Avondale residents. This wages and labor graph outlines what jobs are available and the amount they make to create further understanding of who can afford what given the jobs they have: Only one occupational category – computer, engineering, and science – had median earnings potentially high enough to afford housing in Avondale, and this profession has added jobs at a slower rate compared to other lower-paying occupations. Additionally, looking across the professions and median earnings in the table, many Avondale residents in dual-income households would struggle to pay their mortgage and rent in today's housing market.

TABLE 3: SNAPSHOT OF OCCUPATIONS AND MEDIAN EARNINGS IN AVONDALE FOR 2012 AND 2022

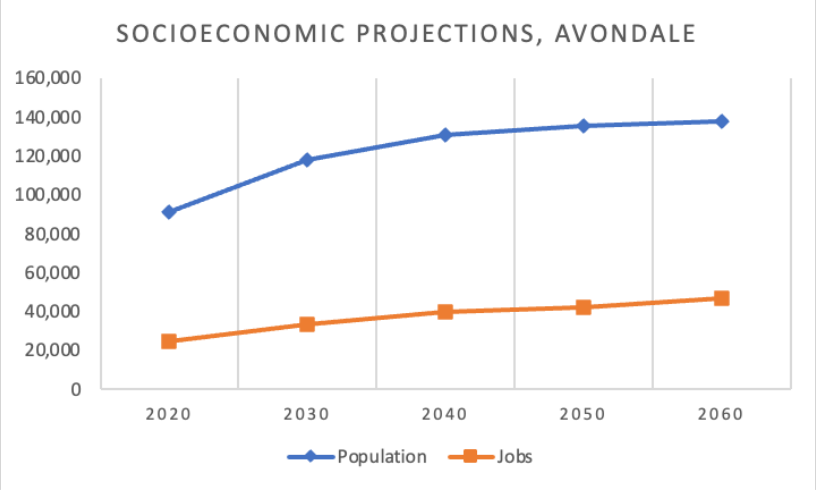
Occupation	2012	2022	# change	% change	Median earnings, 2022	+/- Avondale median earnings
Material moving	1575	3168	1,593	101%	$36,159	$ (14,420.00)
Construction and extraction	1305	2353	1,048	80%	$46,273	$ (4,306.00)
Healthcare practitioners and technical	1279	2296	1,017	80%	$59,364	$ 8,785.00
Healthcare support	859	1358	499	58%	$32,917	$ (17,662.00)
Installation, maintenance, and repair	1649	2364	715	43%	$50,900	$ 321.00
Management, business, and financial	4212	5697	1,485	35%	$63,195	$ 12,616.00
Education, legal, community service, arts, and media	3114	4189	1,075	35%	$45,840	$ (4,739.00)
Food preparation and serving related	1715	2265	550	32%	$20,225	$ (30,354.00)
Protective service	1005	1279	274	27%	$61,778	$ 11,199.00
Building and grounds cleaning and maintenance	889	1110	221	25%	$28,931	$ (21,648.00)
Computer, engineering, and science	1326	1607	281	21%	$81,442	$ 30,863.00
Office and administrative support	5981	7184	1,203	20%	$42,148	$ (8,431.00)
Transportation	1799	2145	346	19%	$54,488	$ 3,909.00
Sales and related	3610	3920	310	9%	$36,264	$ (14,315.00)
Production	1854	1902	48	3%	$39,787	$ (10,792.00)
Personal care and service	1581	799	-782	-49%	$19,688	$ (30,891.00)
Farming, fishing, and forestry	390	131	-259	-66%	$30,859	$ (19,720.00)

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates.

The jobs of city residents and the wages they make are foundational to creating housing security. With rising housing prices, elevated mortgage rates and less houses on the market, it's important to incorporate into any plan on housing what residents can afford.

As many as 95% of Avondale residents go outside the City for work.[16] **Chart 17** depicts the Maricopa Association of Governments' long-range projections for Avondale, showing jobs growing modestly, more slowly than the population for about the next 15 years. Among other challenges, then, to address the housing crunch, the City must find a way to help people living in Avondale find easier access to better-paying jobs.

CHART 17: JOB GROWTH SLOWER THAN POPULATION GROWTH



Source: MAG Socioeconomic Projections 2023.[17] Projections data are for the *municipal planning area (MPA)*, which delineates the area of planning concern for the jurisdiction. Numbers rounded to the nearest 100.

9. Avondale's Population is Changing

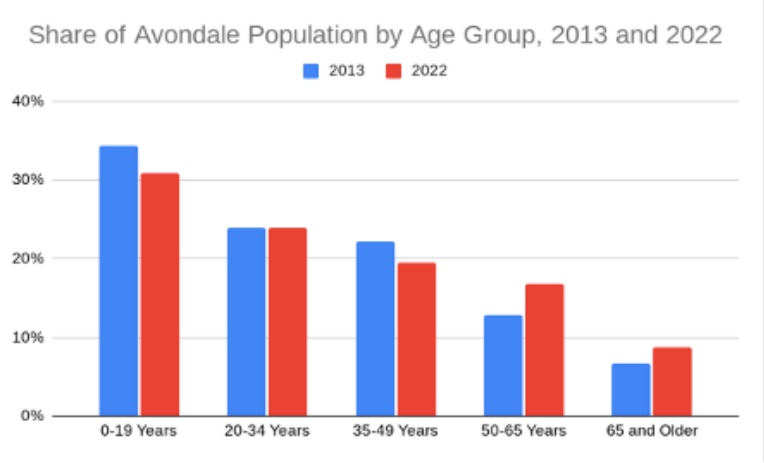
The demand for housing in Avondale will continue to rise, driving costs higher, while the supply of existing *affordable* housing is slated to decline. These trends are likely to be exacerbated in coming years, because not only will overall demand continue to increase, but also our population is growing both older and more diverse – in ways that will further increase the demand for *more affordable* housing.

Avondale's population is aging. Between 2013 and 2022, the proportion of residents under 19 and between 35 and 49 years has shrunk, while the proportion of residents over 50 has increased. This demographic shift in age creates new housing needs, as more residents will live

[16] U.S. Census Bureau: On the Map, Avondale AZ https://onthemap.ces.census.gov/
[17] https://azmag.gov/Programs/Maps-and-Data/Population-Housing/socioeconomic-Projections

on fixed incomes when housing prices rise, and homes become less affordable, increasing the risk of housing insecurity for Avondale's seniors (**Chart 18**).

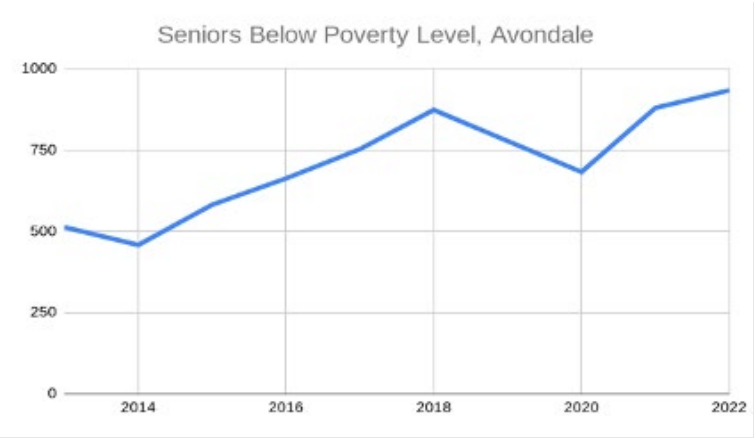
CHART 18: AVONDALE'S POPULATION IS AGING



Source: U.S. Census Bureau, American Community Survey 5-Year Estimates.

In particular, the number of seniors below the poverty line in Avondale has increased from 513 to 934 in just eight years, or 82 percent and twice the rate of Maricopa County's 41 increase of impoverished seniors (**Chart 19**).

CHART 19: SENIORS BELOW THE POVERTY LEVEL



Source: U.S. Census Bureau, American Community Survey 5-Year Estimates.

Avondale's racial composition has changed over the past decade, as well. Not only has the population size increased, but it has also rapidly become more racially diverse. Between 2013 and 2022, the number of Avondale residents reporting white race decreased by 35 percent as the number of residents reporting their race as "some other" or "two or more" increased. Although this trend isn't unique to Avondale—it reflects a national trend among young Americans—it leads to a new awareness of equity and inclusion and perhaps policy change (**Charts 20A** and **20B**).

CHART 20A: POPULATION BY RACE 2013

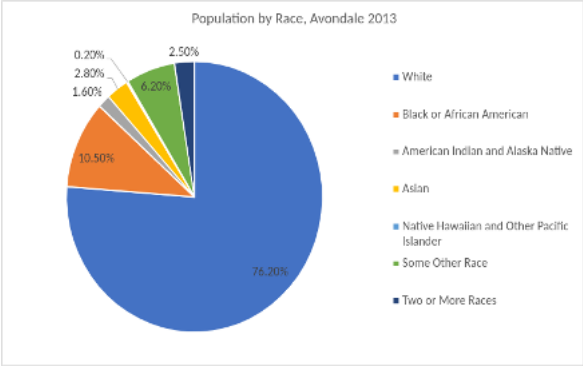
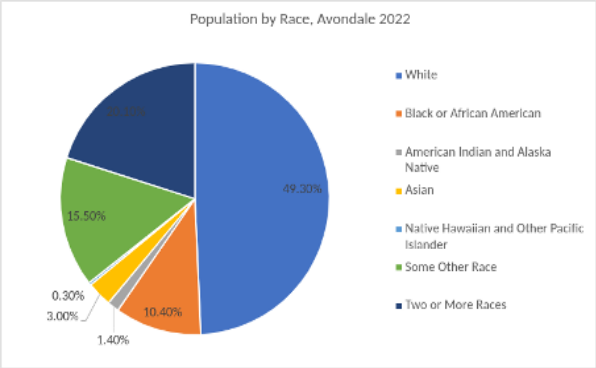


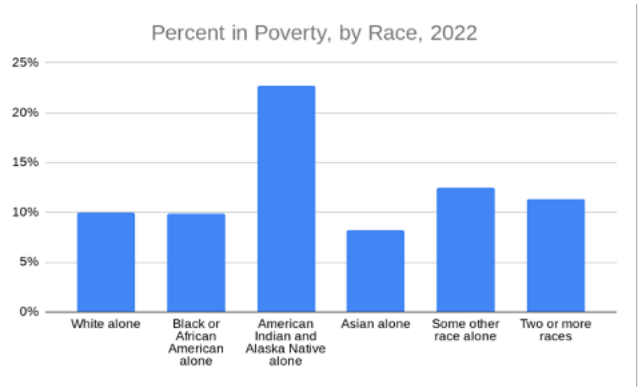
CHART 20B: POPULATION BY RACE 2022



Sources: U.S. Census Bureau, American Community Survey 5-Year Estimates.

Poverty rates are an indicator of housing insecurity is shown **Chart 21**. The poverty rate for American Indian residents of Avondale is more than twice that of other racial groups. While the ethnicity of Avondale's population has remained relatively consistent in the nine years between 2013 and 2022, with the share of Avondale residents reporting Hispanic or Latino ethnicity increasing from 52 percent to 55 percent. Hispanic and Latino residents (11.5 percent) lived below the poverty level than do non-Hispanic or Latino residents (9 percent), as of 2022.[18]

CHART 21: POVERTY BY POPULATION



Source: U.S. Census Bureau, American Community Survey 5-Year Estimates

10. Conclusion

For all these reasons, the time has come for Avondale to adopt a comprehensive Homelessness Resolution Strategic Plan, that starts with recognizing the housing needs of the *entire* Avondale community. And that's what we set out to do in this strategic planning process.

[18] https://www.census.gov/quickfacts/fact/table/avondalecityarizona/RHI225222#RHI225222

PART THREE: COMMUNITY AND STAKEHOLDER OUTREACH IN PLAN DEVELOPMENT

Every step of this plan's creation involved public input and ideas. The robust community and stakeholder outreach was purposeful and useful as we heard from a large cross section of Avondale's residents. The Strategic Plan is firmly rooted in how Avondale understands itself as a community and how it wants to grow in the future.

We heard directly and extensively from the Avondale Police Department and those with lived experience with homelessness, from non-profits supporting the unhoused and homeowners' associations. Along with an extensive set of interviews and information gathering from city officials. We held four focus groups and completed three surveys. In addition to over 40 in-person and on zoom one-on-one meetings.

Every step of the way, we were met with ideas, interest and understanding that homelessness in Avondale not only needs to be rarer, but also that there is also a larger issue underneath. Housing stability, access and affordability are key to Avondale's successful growth in the future.

There is also a strong belief that homelessness is on the rise. In addition, it is seen as pervasive. A concern among most we spoke to or responded to a survey believed that it negatively impacted Avondale.

Also notable, few we spoke to knew of- or understood what- Avondale was doing to deal with the problem. That included Avondale city staff.

Stark differences as to understood reasons as to why people were homeless were pronounced. Those who experienced homelessness felt it was economic. Those in law enforcement felt it was alcohol or drug related. There was also great disparity in how homelessness was defined, which led to confusion as to how to address the issue.

While it's evident that addressing homelessness is a critical issue for Avondale, with a genuine desire among stakeholders to understand and manage it, the extent to which policies will adapt to tackle systemic challenges, such as the shortage of housing stock and related affordability issues, remains uncertain.

One concern that arose was whether if Avondale had a successful program to stem homelessness, could it draw more homeless to the City. We did find that the large majority of the unhoused residents were from Avondale and had lived in the City more than 5 years.

Our stakeholder research also found that there is a downward pressure on those who live in unstable living arrangements. We designated three categories for citizens living with housing insecurity. It's important to address this as it pertains to both long- and short-term issues.

- **The Current Unhoused:** Those who are currently unhoused.
- **Crowding:** Those who have lost their housing. They still have family and friends they can stay with, but they are on potentially borrowed time to becoming homeless.
- **Those Housed, But Under Financial Strain:** These individuals have housing; however, with rising mortgage and rent prices, their housing costs more than 30% of their income (which supports healthy finances.)

TABLE 4: AVONDALE ARIZONA HOMELESSNESS RESOLUTION STAKEHOLDER REPORT

Five Year Homelessness Strategic Plan: Stakeholder Engagement Process Summary	
Individual Stakeholder Meetings	We held over 40 meetings. We met with elected officials, staff, community leaders, law enforcement and a wide array of stakeholders in one-on-one meetings.
Surveys	Survey One: Community Members & Neighborhood Associations
	Survey Two: Lived-Experience Homeless Survey
	Survey Three: Avondale City Departments & Government Partners
Focus Groups	Focus Groups One: Law Enforcement and Public Safety
	Focus Group Two: Educators Focus Group
	Focus Group Three: Intergovernmental Homelessness Working Group (IHWG)
	Focus Group Four: External Service Providers
Symposium	We held a public meeting with 120 participants engaged in the conversation.

1. Individual Stakeholder Meetings

The Individual Stakeholder Meetings: Public Works held over 40 individual meetings and conducted in-depth interviews. Starting in November of 2023, we met in person with city officials, organizations and interested parties. These meetings allowed us to understand a full range of issues that underpin this report.

The individual meetings were crucial toward the planning process, research and offering solutions. This information comes directly from those we interviewed and not Public Work's ideas or suggestions.

To convey the valuable information gained, we organized it into Public Works **TSWOC** method. We use this method to organize information when coming from many different voices, situations and organizations. It allows us to bring a more coherent understanding to our findings.

This section is organized in the following way: first, a chart of those we met with; then, a report on the findings organized by themes, strengths, weaknesses, opportunities, and challenges.

TABLE 5: STAKEHOLDER ENGAGEMENT CHART: WHO WE MET WITH

Stakeholder Category	Engagement Method
City Mayor	Individual Interview
City Counselors	Individual Interviews
City Manager and Assistant Managers	Individual Interviews
Department of Neighborhood & Family Services (Division of Homeless Services)	Individual Interviews, Survey, Small Group Discussion
Avondale City Staff and Leadership	Survey and Interviews
SONAR Team	Survey, Interviews, Focus Group
Interdepartmental Homeless Working Group	Small Group Discussion
City of Phoenix Homeless Services Office	Individual Interviews
West Valley Partners	Individual Interviews
Maricopa County	Individual Interview
Businesses	Survey and Forum
Landlords and Property Managers	Survey
Contracted Service Providers	Survey, Small Group Discussion, and Interviews
Community and Faith-Based Partners	Small Group Discussion and Forum
Community Members & Neighborhood Associations	Public Survey, Forum, Symposium
Seniors	Small Group Discussion
Avondale Unhoused (Lived Experience)	Interviews and Survey
Avondale School District Homeless Liaisons, Social Workers, Student Services, Administrators	Focus Group

TABLE 6: INDIVIDUAL STAKEHOLDER MEETINGS FINDINGS REPORT (TSWOC)

THEMES	
Community's perception of the problem	The community's perception of the root causes of homelessness in Avondale highlights a complex interplay of socio-economic issues. Substance abuse is frequently cited as a major factor, which not only fosters homelessness directly but also aggravates mental health problems, creating a vicious cycle. Additionally, economic hardships such as job losses and financial instability further exacerbate the situation. These foundational challenges necessitate a holistic approach to solutions, including the implementation of robust support systems for substance abuse and mental health, job training, and employment support to address and mitigate these root causes.
Community's perception of the solution	To effectively tackle homelessness, Avondale needs a comprehensive strategy that includes a range of housing options and supportive services. This includes developing affordable, transitional, and long-term housing accessible to both individuals and families. Such facilities should be complemented by essential services like 24/7 support resources, eviction prevention, mental health care,

THEMES	
	substance abuse services, and practical amenities such as showers and storage. Transportation services are also critical to ensure that those in need can access these resources. Moreover, there is a pressing need for increased emergency shelter capabilities, including more beds and enhanced bathroom facilities, to serve as immediate relief for those affected.
Gaps in the current system	Despite these needs, there is a significant lack of awareness among the at-risk population about the available programs and services. The situation is further complicated by concerns about the sustainability of these services, as an increase in demand may stretch existing programs and resources. Daily case management services are crucial, particularly for clients with mental health issues, and should include assistance with applications, appointment accompaniments, and the coordination of self-sufficiency workshops. Furthermore, there is a need for better training for service providers and the development of performance metrics to effectively gauge and enhance the impact of these programs. Community outreach must also be improved to ensure that the specific needs of Avondale's diverse, majority-minority population are met, respecting cultural differences in housing preferences and family structures.

TABLE 7: STRENGTHS

STRENGTHS	
Lived Experience Solutions	Involving people with lived experience of homelessness in the design and implementation of policies and programs is crucial for developing real solutions. Their perspectives and expertise are invaluable.
Practical and Operational Solutions	The focus is on implementing concrete, operational solutions that can maximize the use of existing resources and streamline service delivery, such as shared housing and master leasing.
Narrative Change	There is a need to proactively share evidence-based best practices and the field's good work to counter the increasing negative messaging around homelessness.
Collaborative Partnerships and Coordinated Services	The organizations demonstrate a strong sense of duty and a desire to work collaboratively with the City and other community partners to support people experiencing homelessness. They provide greater access to a range of services, including meals, shelter, case management, and referrals to mental health and addiction treatment, regardless of the individual's ability to pay.
Unity and Community	The field recognizes the importance of unity and a sense of community, as the work of ending homelessness can be isolating. Connecting with others in the field and working together is essential.
Innovative and Adaptable Approaches	The organizations are open to new ideas and are actively seeking best practices to address homelessness in their local community. They have a relentless, compassionate, and dedicated workforce that is familiar with the homeless residents and offers resources on first contact.
Organizational Capacity and Expertise	The organizations have diverse experience, with staff members having prior experience in homeless crisis intervention, shelter management, and workforce development. They are appreciative of policies, procedures, and standardization, and are aware of budgetary constraints, while also being willing to share information to encourage aligned decision-making among city agencies.

TABLE 8: WEAKNESSES

WEAKNESSES	
Insufficient Resource and Services	Lack of transportation to help clients access services and employment. Inadequate shelters, showers, and storage facilities for clients. Shortage of affordable housing options.
Ineffective Data and Tracking Systems	HMIS is not an effective case management tool. Unclear how to track client success and monitor individuals' post-treatment. Difficulty in accurately counting the homeless population.
Coordination and Communication Challenges	I-HELP specific: Unclear decision-making process for extending client stays. Lack of clarity on support services provided by on-site case managers. Difficulty connecting clients to additional services during and after their program stay. Inconsistent approach to addressing homelessness across different agencies and departments.
Capacity and Staffing Limitations	Inability to accommodate more than 12 individuals per night at partner churches. Unsure if current staffing and resources can support a growing caseload. Limited availability of services and resources (only 4 days a week).
Barriers to Client Success	Strict program requirements that are difficult for clients to meet. Lack of support for clients with unique needs (e.g., past trauma, mental health issues). Challenges in securing employment and affordable housing.
Unclear Strategy and Communication	Uncertainty about the magnitude of homelessness is challenging. Lack of a unified approach to addressing homelessness. Difficulty in communicating successes and future plans.

TABLE 9: OPPORTUNITIES

OPPORTUNITIES	
Increase 24/7 Resources and Support Services	Increase 24/7 resources and support services for the homeless, including mental health and substance abuse treatment.
One Stop Shop	Establish a "one-stop shop" center where homeless individuals can access a wide range of essential services.
Expand Prevention Services	Expand Prevention Services: Expand prevention services to help people avoid homelessness, such as eviction prevention and affordable housing development.
New Funding Sources	Explore new funding sources, like a dedicated tax, to sustainably finance homeless housing and services.
Expand Communication Between Stakeholders	Enhance community engagement and communication between service providers, the City, and residents to improve coordination and awareness of available resources.
Increase Transitional Facilities and Programs:	Develop more transitional and permanent supportive housing options to help homeless individuals successfully transition to stable, independent living.
Streamline Accessibility to Benefits and Documents	Streamline access to essential documents and benefits like IDs, Medicaid, and Social Security to remove barriers.
Diversion Program Opportunities	Implement criminal justice diversion programs that connect homeless individuals to services instead of incarceration.
Innovation is Key	Explore innovative solutions like shared housing, master leasing, and developer incentives to increase affordable housing supply.

TABLE 10: CHALLENGES

CHALLENGES	
Lack of Affordable Housing and Economic Instability	The growing disparity between wages and housing costs, leading to an affordability crisis, especially in urban areas. Poverty, unemployment, and underemployment as key drivers of homelessness.
Mental Health and Substance Abuse Issues	High prevalence of mental health disorders and substance abuse among individuals experiencing homelessness. Lack of access to adequate mental health and addiction treatment services.
Inadequate Support Systems and Public Assistance	Sudden loss of support systems due to factors like domestic violence, family conflicts, or bereavement. Shortcomings of public assistance programs in providing sufficient support and coordination.
Structural Barriers and Discrimination	Systemic issues like racism, economic disparity, and criminalization of homelessness that disproportionately affect certain demographics.
Lack of Comprehensive and Coordinated Approaches	The need for a multi-faceted, coordinated strategy involving affordable housing, supportive services, employment programs, and reforms to public assistance.
Challenges with Shelter Systems and Services	Inadequate shelter capacity, safety concerns, and lack of comprehensive case management and support services within shelters.
Transportation and Access to Resources	Difficulty for individuals experiencing homelessness to access healthcare, employment, and other essential services due to lack of transportation.
Data and Outreach Challenges	Undercounting of the homeless population due to challenges in conducting accurate point-in-time counts. Difficulty in engaging and providing services to the "invisible" homeless population living in cars, abandoned buildings, etc.

2. Surveys

Public Works LLC uses public and targeted survey information to support and understand more fully the most important housing issues facing Avondale.

We completed three surveys in our research:

TABLE 11: TARGET AUDIENCE

CHALLENGES	
Survey One	Community Members & Neighborhood Associations | November 2023 | 69 responses
Survey Two	Lived-Experience Homeless Survey | November 2023 & January 2024 | field survey of 46
Survey Three	Avondale City Departments & Government Partners | November & December 2023 | 244 responses

TABLE 12: WHO WE SURVEYED: DEMOGRAPHICS OF THE THREE SURVEYS

Community Members & Neighborhood Associations
• Thirty-eight percent of respondents have themselves or know someone who has experienced homelessness**.** • Over 65% of those surveyed have lived in Avondale for over 5 years. • Seventy-one percent of respondents are homeowners, and 17% of respondents are renters. • Approximately 12% of respondents are members of Neighborhood Associations.
Lived Experience Homelessness Survey
• Almost two-thirds of respondents have lived in Avondale for over 5 years. • About 70% of respondents identify as "male" and about 30% of respondents identify as "female". • The three biggest age groups represented are 35-44 (24%), 55-65 (28%), and 25-34 (33%). • Almost 44% of respondents reported having a disability. • Most respondents primarily identify as "Hispanic/Latin" (56%). About 22% of the remaining respondents identify as "White", 17% as "Black or African American", and 5% as "American Indian or Alaska Native".
Avondale City Departments and Government Partners
• Respondents work within 17 different City Departments. The top three most represented departments, representing 51% of respondents, are The Avondale Police Department, Avondale Public Works Department, Avondale Parks & Recreation. • The top four most common department/agency descriptions are "access to information & resource" (29%), "law enforcement" (27%), "hydration & heat relief" (26%), "outreach & engagement programs" (18%).

TABLE 13: SURVEY ONE RESULTS: COMMUNITY MEMBERS AND NEIGHBORHOOD ASSOCIATIONS

Perception of the Problem
• Over 65% of respondents perceive an increase in homelessness in the last year. • The top three factors that respondents perceive to place a person at risk of experiencing homelessness relate to: - mental health: "substance abuse/addiction", "mental health conditions", and "trauma"; and - jobs/income: "job loss, "lack of education or job training", "low or lack of income", and "poverty"
Respondent's Concerns
• Nearly 93% of respondents report that the increase in homelessness is of most concern, with a 69% intensity rating. The other two factors' respondents felt are the most concerning (high or moderate concern) are "safety & security" (85%) and "quality of life in the community" (85%). One respondent said: *"Affordable housing should be implemented ASAP. People can no longer afford 30-year mortgages for 400K+ homes. People need a safe, adequate, and stable place to rebuild when they are at their lowest. Look to places like the Military and their housing practices, albeit not perfect, they can house and feed hundreds of thousands globally due to their persistence on making housing troops affordable and sustainable. We can do the same for our homeless and most vulnerable in our community."*
Impact on City
• Respondents report "negative perception of the area" (75%), "impact on public spaces" (75%), "jeopardized cleanliness & safety" (75%) have a high or moderate impact on their community.
Avondale City Departments and Government Partners
• About 27% of respondents rate the City's response to homelessness as good or excellent. • When asked about the adequacy of services, 25% said services are "adequate" or "very adequate", 55% said "somewhat" or "not adequate", 20% of respondents were "unsure". • The top three services respondents view as "very helpful" in addressing homelessness are "health and behavioral health services" (48%), "case management & supportive services" (45%), "food assistance programs" (43%).

- Over 75% of respondents think the City of Avondale should allocate more resources to address homelessness in Avondale.
- When asked who should be primarily responsible for addressing homelessness in the community, 65% of respondents said that nonprofit organizations, faith-based organizations and city, state, and federal government, should all be responsible.

TABLE 14: SURVEY TWO RESULTS: LIVED-EXPERIENCE HOMELESS SURVEY

On January 23, 2024, the Avondale Neighborhood & Family Services Department Homeless Services Division administered a survey designed by Public Works LLC. The "Point In Time" field count offered a single night count of unsheltered and sheltered people experiencing homelessness. Staff entered responses via cell phones and interviewed 38 people. Staff from Public Works administered the field survey to eight others on a prior visit in November 2023.

Personal Experience

- About 45% of respondents are experiencing homelessness for the first time.
- About 69% of respondents are experiencing homelessness alone, the remaining respondents are with another adult, a partner, or a child.
- The most significant conditions or circumstances that individuals identified as leading them to experience homelessness are "could no longer live with family/friends" (43%), "substance abuse" (33%), "loss of job", "couldn't afford rent" (29%).

Respondents' Top priorities for Resources

- The shelter/housing services that would be most helpful to respondents are 1) "rental assistance", 2) "a facility with less limiting shelter restrictions, no curfew", and 3) "supported service-based housing".
- Besides shelter, the services that would be most helpful are 1) "food and clothing"," 2) hygiene kits/showers", and 3) "transit pass/transportation".
- Additional resources respondents need is job assistance and finding work, navigating City services; resources for those struggling with substance abuse, and access to phones.

Respondents with lived experience were asked to choose just one word to describe "homelessness"

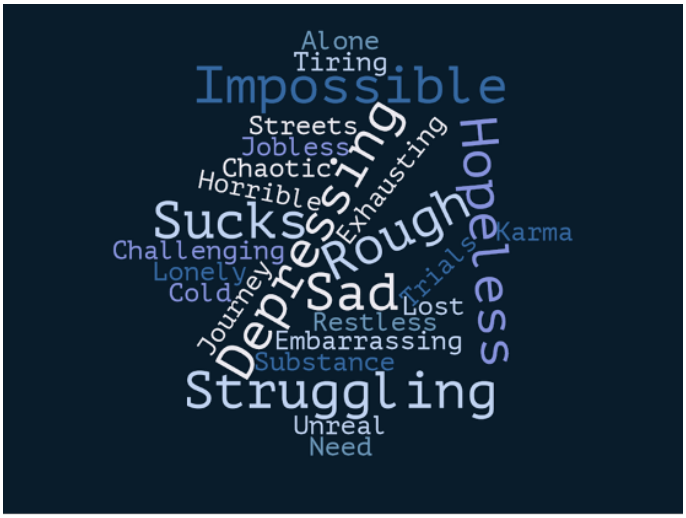


TABLE 15: SURVEY THREE RESULTS: AVONDALE CITY DEPARTMENTS & GOVERNMENT PARTNERS

Perception of the Problem:
• Fifty-three percent of respondents think that if the population experiencing homelessness doubled in the next six months the City would not be able to continue providing services and support at the current level. • The top three factors perceived as putting one at risk of homelessness include "Substance abuse/addiction" (84%) , "Mental health conditions" (69%), and "Lack of affordable housing" (50%).
Named Most Significant Challenges in Serving Those Experiencing Homelessness:
"Limited Resources (e.g., shelter space, food, water, clothing, and hygiene items)" (44%) "Mistrust among people experiencing homelessness seeking services" (38%) "Lack of service awareness among individuals experiencing homelessness" (31%)
Respondents' Top priorities for Resources to Assist Those Experiencing Homelessness:
• "More community-based partnerships" (62.1%) • "Funding and financial assistance" (61.8%) **Respondent's Concern** within the homeless services available, several challenges were identified, with the most significant being: • "Limited Resources (e.g., shelter space, food, water, clothing, and hygiene items)" (44%) • "Mistrust among people experiencing homelessness seeking services" (38%) • "Lack of service awareness among individuals experiencing homelessness" (31%)
Top three factors perceived as putting one at risk of homelessness:
• "Substance abuse/addiction" (84.4%) • "Mental health conditions" (68.9%) • "Lack of affordable housing" (50.4%)
Top Three Most Important Services:
• Respondents think "mental health & counseling services" (59.3%), "substance abuse treatment programs" (54.4%), and "housing assistance" (39%) would be most helpful for those experiencing homelessness in Avondale.
Suggestions for Improving Services:
• Comprehensive support systems for those with mental health and substance abuse issues. Strengthening outreach programs, expanding mental health services, educating the public on available resources, and implementing registries to track support provided. • There is a call for short-term housing, intensive case management, and more funding for regional approaches to offer holistic support and facilitate reintegration into society. • Advocacy for bills addressing mental health, affordable housing, and regulations on rent costs and property maintenance is highlighted. Enforcing laws related to public behavior and camping, addressing root causes such as family structure and education, and promoting job training and placement programs are also imperative.
Efficacy of City Efforts:
• The City was reviewed as 15% "effective", 31% "somewhat effective", 32% "unsure". • About 35% of respondents think that the existing services are "somewhat adequate" or "not adequate".

3. Focus Groups

Public Works held four focus groups over two months. The target audiences were educators, the Intergovernmental Working Group (IHWG), External Service Providers, and the Avondale Police Department.

FOCUS GROUP 1: Law Enforcement and Public Safety

The Avondale Police Chief Memo Espinoza and officers made themselves available for multiple meetings and interviews over the length of our process. Officers of the Avondale Police Department (APD) are integral to the City's approach to addressing homelessness and working in partnership with the homeless services division's SONAR team. As the state of homelessness has risen throughout the country, countless police agencies are engaging this population by collaboratively working with fellow city and county departments heading up homelessness initiatives along with community service organizations when being dispatched to respond to unsheltered persons experiencing homelessness.

The roles that police departments play in the field of homelessness today are as multifaceted as the needs of persons experiencing homelessness. Overall, five core roles and activities performed by police departments throughout the country and by the Avondale Police Department (APD) are presented and reviewed.

TABLE 16: POLICE DEPARTMENT ROLES ASSOCIATED IN RESPONSE TO HOMELESSNESS

Engagement & Outreach	Enforcement of Laws/Ordinances	Mental Health Crisis Response	Public Safety	Policy & Advocacy

The following overview describes how the Avondale Police Department performs the above cited roles as related to populations experiencing homelessness.

a. Engagement and Outreach: Police officers engage with homeless individuals during patrols or in response to calls dispatched by the Police Communications Center most often received from the general public, family members, concerned friends, service providers, and/or businesses.

Types of Engagement. The APD reports that the three most common types of calls involving persons experiencing homelessness are: Trespassing Complaints, Welfare Checks, and reports of Suspicious Activity and/or Loitering. Additionally, calls may involve concerns over makeshift camps developing in public spaces.

Many of the "Welfare Checks," are frequently in response to a person appearing in some sort of distress, behaving erratically or possibly under the influence of drugs and/or alcohol. This type of call may also be initiated by a service provider, family or friend who hasn't seen an individual

over a concerning period and is worried about their welfare. Passers-by encountering a person lying down appearing unresponsive also prompts calls to the police and paramedics. Most of the trespassing calls come from local businesses and community members who report individuals panhandling or loitering in public spaces such as community parks.

Engagement Data. *Officers document their interactions with homeless individuals via Field Interview Cards (FI Cards) that contain basic information as to the call's nature and any actions taken.* Officers also gather basic personal identifying data such as name, date of birth, last known address, and social security number. An officer may voluntarily include added notes to the FI Card if they gather additional information that could prove helpful to the SONAR team, fellow officers and/or other helping organizations.

For example, if during their engagement with the person experiencing homelessness they learn additional information about their situation, self-admitted drug addiction, how long they've been unhoused, or if they have a health condition – an officer could voluntarily enter these details in their "Notes" on the FI Card. They could also note any history of past arrests. This provides context for officers responding to future calls and allows for tracking actions taken along with the nature of calls unique to this individual.

Currently, however, information collected and entered on FI Cards are not methodically tracked or analyzed in any quantifiable manner. Nor is there a standardized format or protocol to collect data other than Personal Identifying Information. Notes entered are at the discretion of the responding officer and the amount of time they have available between calls. It is also influenced by the willingness of the person experiencing homelessness to engage in conversation with the officer.

Officers and the SONAR Team also receive requests for services through entries on the AviWise platform operated by the City. Anyone can submit a "ticket" requesting that an issue related to City services be addressed. If the issue is identified related to "homelessness," the SONAR Team is tagged and, in some instances, so is the police department. Police Officers and the SONAR Team can also file "tickets" as a means of making referrals to each other. This platform works well for issues that can be easily addressed by a single department, for example, fixing a pothole reported by a community member on a specific road or a broken slide at a City Park. The system is designed to solve the issue within three days, if not, whatever department and/or person tagged to address the issue will be reported to their supervisor. Thus, there is a substantial incentive to quickly solve and close out the "ticket."

Both SONAR Team Members and Neighborhood Resource Officers (NRO) report that issues involving persons who are unhoused are rarely, if ever, easy to "close out" within three days. If both the SONAR Team and NROs are tagged they end up at cross-purposes: the police whose primary role is to determine whether a crime was committed can quickly "close-out" the ticket whereas the SONAR Team trying to find someone a shelter and help process a Medicaid

application so the unhoused person qualifies for healthcare, will require weeks to complete. Thus, they need the ticket to remain open.

As a result, one recommendation presented in this strategic plan is to develop a reporting system that addresses the unintentional consequences and inefficiencies of using AviWise when addressing the needs of those experiencing homelessness.

Outreach & Referrals. Police Officers may connect unhoused individuals and families with social services, shelters, or medical assistance, often through a direct referral to the SONAR team. In the Avondale City Department Staff survey, 100 percent among those working for the Police Department listed providing "Access to Information & Resources" as one of the key roles they play in addressing homelessness.

The Avondale Police Department also performs outreach by distributing cards designed by the SONAR Team that list resources (e.g. shelters, health services, food pantries, clothing and hygiene supplies, substance abuse and addiction treatment programs) available to persons experiencing homelessness. For individuals that would benefit from services that treat drug and alcohol addictions, Neighborhood Resource Officers (NROs) and patrol officers provide assistance, transport and follow-up for individuals wanting to seek treatment through Community Bridges – a mental health and addictions treatment program. Officers routinely provide cards with the APD Communications Center phone number encouraging unhoused individuals and families to call when in need or to report crimes perpetuated upon them or other unhoused persons.

Neighborhood Resource Officers are trained in engaging "homeless individuals, businessowners and property owners to educate, train and inform them on how to respond to issues." They have also partnered with the Phoenix Rescue Mission (PRM) to provide services and resources to persons experiencing homelessness. In addition, NROs when requested accompany (PTM) staff on "ride-alongs" during hours when PRM reaches out to homeless individuals in the community.[19]

After-Hours Challenges. Police Officers report that one of the most challenging aspects of providing outreach to persons experiencing homelessness is the inaccessibility of resources to offer people in need after business hours and during the weekend – both of which are prime time for many of the calls that require police to respond. The SONAR Team, for example, is only available four days a week up until 5:00 pm. Calls received in the middle of the night, or after 8:00 pm when nearly all shelters are closed offer police extremely few options to assist other than giving an individual a SONAR Resource Card and making a referral to their team first thing the next morning. Police Officers themselves, have no one they can call for assistance in identifying what steps they can take to stabilize or alleviate the situation at hand. Several

[19] Avondale Police Department, "Homelessness & Public Safety," flyer, City of Avondale.

officers have paid out of their own pockets to place an individual or family up for the night in a hotel. If circumstances are dire, they have no other recourse than to take an individual to the local Emergency Department (ED).

Overall, the APD approaches their role of engaging unhoused persons beyond law enforcement as one of problem-solving; a role that is highly recommended by the Police Executive Research Forum's report on "The Police Response to Homelessness."[20]

b. Enforcement of Laws: Police officers enforce laws and local ordinances related to trespassing, public camping (encampments), loitering, public disruptive behavior, and panhandling. When businesses, for example, or community members feel unsafe, they often view the police as being responsible for addressing their concerns and/or complaint. Officers and NROs provide enforcement by responding to calls, conducting foot and bike patrols throughout the community, working with City Parks and Recreation staff to assure that City Codes are upheld and investigating through the Street Crimes Unit suspected drug activity within businesses and neighborhoods.

c. Mental Health Crisis Intervention: Police officers, along with emergency medical personnel respond to mental health crises upon which they provide assistance in stabilizing the situation and when feasible facilitate referrals to mental health facilities and/or services. Unsheltered populations of persons experiencing homelessness are at significant risk of being challenged with mental health and/or substance abuse conditions. Among 48 people experiencing homelessness responding to the Lived-Experience Survey designed for this project conducted by the SONAR Team during the annual Point in Time Count, 44 percent reported having a mental health condition and 28 percent cite the are struggling with substance abuse.

d. Safety and Security: Police departments are responsible for ensuring public safety that includes addressing concerns related to homeless encampments, crime, substance abuse, or violence. This also includes assisting with the safety of unsheltered persons through inclement weather, as exemplified by the "Beat the Heat" hydration project (providing free water and Gatorade to unsheltered persons and youth in parks) that Avondale carried out last summer and was first developed by the police department as a public safety and public relations initiative.

e. Advocacy and Policy Development: The police department participates in broader discussions and initiatives aimed at addressing homelessness at the community level, and in some cases, involves advocating for policy changes, resource allocation, or alternatives to arrests via compassionate enforcement. The Avondale Police Department, for example, is advocating for a diversion program to provide alternatives to incarceration if a person

[20] The Police Executive Research Forum, "The Police Response to Homelessness," June 2018. https://www.policeforum.org/assets/PoliceResponsetoHomelessness.pdf.

experiencing homelessness is arrested on drug charges agrees to enter an addiction treatment program.

FOCUS GROUP 2: Educators Focus Group

On February 14, 2024, we met with Avondale educators, those with jobs ranging from classroom teachers to social workers.

- A focus group with school counselors, social workers, and McKinney-Vento Liaisons in the Avondale School District highlighted the rising numbers of students experiencing hidden homelessness, driven by factors like inflation, high rental costs, and generational poverty.
- These discussions revealed the difficulty in obtaining accurate counts of homeless youth due to parental fears and stigma, underscoring the underreported nature of this issue and the crucial role of educational personnel in providing support and identifying at-risk students.
- Educators in the focus group also affirmed what we had been learning in our secondary research regarding HUD's narrow definition of homelessness that does not capture Hidden Homelessness and crowding.
- Schools work daily to identify and support children with unstable housing. They are interested in greater support, understanding and integration into a larger program that supports not only the unhoused but in addition those children who are living in "crowded" situations, which is an indicator of potential homelessness.
- Going forward to effectively address homelessness, it's essential for cities like Avondale to adopt a comprehensive definition that integrates both HUD's and the U.S. Department of Education's perspectives. This inclusive definition should guide strategic planning and resource allocation, ensuring that all forms of homelessness, particularly the hidden varieties, are recognized and addressed. Collaborative efforts between city departments, schools, and community organizations are vital for developing and implementing strategies that cater to the broad spectrum of homelessness.

FOCUS GROUP 3: Intergovernmental Homelessness Working Group (IHWG)

On November 6, 2023, we met with several members of the IHWG to discuss in part the strategy document being created to get their input into this process, in addition to get an overview of how they interact with the unhoused and last, their ideas to create solutions.

From the organization's perspective, addressing homelessness in Avondale is a multifaceted challenge that requires a compassionate, community-driven approach alongside the strategic

expansion of services and enforcement measures to both assist and deter homelessness effectively. They discussed increased funding, the implementation of innovative outreach services to overcome environmental challenges, and the development of robust partnerships to enhance staff capacity, ensuring our efforts are equitable, comprehensive, and responsive to the most vulnerable subgroups in our community.

- **Community Engagement and Balancing Concerns:** Addressing homelessness in Avondale is complex and requires navigating key concerns while implementing strategic solutions. Central to this is the preservation of community values, such as compassion, empathy, and inclusivity, by integrating community input into homelessness strategies. Another significant concern is the possibility that successful homelessness programs might attract more homeless individuals to the area. This can be balanced by enforcing local ordinances and simultaneously expanding support services to manage both assistance and deterrence effectively.
- **Resource Limitations and Environmental Challenges:** Avondale faces notable challenges due to a lack of sufficient resources to meet the true demand for services and housing. Advocating for increased funding from various sources and prioritizing resource allocation based on data-driven assessments of need are essential strategies. Additionally, environmental factors like extreme heat pose significant barriers to outreach efforts. Implementing mobile outreach services designed to cope with such challenges and ensuring access to cooling centers during extreme weather are critical mitigation measures.
- **Staff Capacity and Communicating Success:** Ensuring that there is adequate staff capacity to fully address homelessness is crucial. This involves investing in staff training, recruitment, and retention, and exploring partnerships with external organizations to enhance capacity. It is also vital to define and communicate what success looks like, including recognizing incremental progress. Developing clear metrics for success and regularly updating the community can maintain transparency and accountability.
- **Prioritizing Vulnerable Subgroups and Enhancing Services:** It is important to prioritize specific subgroups of the homeless population to ensure equitable outcomes. Utilizing data to identify the most vulnerable subgroups and tailoring services to meet their needs can make interventions more effective. Key solutions include increasing the availability of adequate shelter and housing through partnerships with developers and nonprofits, providing free micro-transit services, establishing a 24/7 outreach team, and improving the coordination of service delivery models.
- **Expanding Enforcement, Prevention, and Regional Collaboration:** Allocating more resources for enforcement and prevention, exploring the feasibility of programs like universal basic income, and enhancing training on harm reduction and trauma-informed practices are critical. Implementing systems to prevent evictions and support housing stability, pursuing regulatory solutions, and offering wraparound services can

comprehensively address homelessness. Additionally, collaborating with surrounding cities to manage regional homelessness and focusing on the most vulnerable ensures that the efforts are both impactful and inclusive.

FOCUS GROUP 4: External Service Providers

On November 8, 2023, we met with community leaders that provide services to the unhoused throughout Avondale.

These providers discussed that addressing homelessness requires a strategic blend of service provision, including the assessment of individual needs, clear service eligibility criteria, personalized support coordination, and centralized access points to streamline service utilization. Additionally, implementing low-income housing and self-sufficiency programs, coupled with enhanced community resources and the removal of barriers like transportation and outdated information systems, are crucial for providing stable, long-term solutions and improving overall effectiveness in tackling homelessness challenges.

- **Strategic Approaches to Service Provision:** Addressing homelessness effectively involves various strategic approaches. Assessing individual needs accurately and making appropriate referrals are foundational. Establishing clear criteria for service eligibility and providing personalized support for coordinating these services are crucial. Additionally, it is vital that all staff members are equipped with training in trauma-informed care. To facilitate easier access to multiple services, creating a centralized hub or “one-stop shop” for service providers along with using public service announcements to disseminate information about available resources has been proposed. Furthermore, supporting mutual aid groups can enhance community collaboration and strengthen support networks.
- **Housing Services and Self-Sufficiency Programs:** Implementing 1–2-year low-income housing services coupled with family self-sufficiency programs can provide crucial stability and long-term solutions for those experiencing homelessness. It is important for city initiatives to be well-aligned with these programs and to offer a single application process that allows access to multiple services. To manage resources effectively, implementing prescreening tools to prioritize urgent cases is essential, along with guiding individuals through a treatment plan aimed at achieving self-sufficiency, typically within a five-year timeframe.
- **Community Needs and Resource Allocation:** A thorough assessment of community needs highlights a strong demand for financial support, more physical spaces, and additional volunteers to enhance service delivery. Programs such as rental assistance, eviction prevention, and landlord support initiatives are critical for reducing financial burdens. Furthermore, improving education about and referrals to available services is

necessary to enhance accessibility. Overcoming transportation barriers is also a significant challenge that needs addressing. Priorities also include implementing harm reduction strategies, supporting youth transitioning out of care systems, and expanding senior housing options.

- **Barriers to Effective Support:** Several challenges impair the effectiveness of initiatives aimed at supporting the homeless. These include a general lack of awareness about available resources, difficulties in navigating support systems, and frequently encountering outdated information on service providers. Additional barriers such as eviction histories, fixed incomes, and the absence of a centralized entry point for services complicate access and utilization of support for those in need.
- **Resource Availability and Gaps:** While some resources are available—such as senior housing options, support from local churches, benevolence funds, income-capped programs, and employment opportunities—there is a recognized need for expanding these to address the homelessness crisis more comprehensively. Efforts to increase the availability of workforce housing and to integrate more robust support structures are essential for tackling the broader challenges faced by the community.

4. Symposium

We held a public symposium on February 28, 2024, with over 120 people engaged in the conversation.

During the symposium, it was emphasized that addressing homelessness in Avondale requires a collaborative approach involving diverse stakeholders. Since 2019, the City has built a strong foundation through strategic partnerships and planning initiatives, which are critical for crafting effective solutions. The discussions underlined the importance of recognizing the specific challenges faced by homeless individuals and the necessity of implementing targeted solutions, such as community outreach initiatives and more efficient referral processes. By fostering trust, enhancing collaboration with law enforcement, and extending services to underserved areas, Avondale is well-positioned to address homelessness effectively and to build a more supportive and inclusive community for all its residents.

- **Overview of the Symposium and Goals:** We held a symposium with the goal of engaging the public in understanding and addressing the complexities of homelessness. The event emphasized the importance of community involvement, collaborative efforts, and innovative strategies to effectively support and assist individuals experiencing homelessness.
- **Key Points from the Symposium:** Acknowledgment of support from city leadership, including the City manager's office and council members, was recognized as crucial for tackling homelessness. The importance of strong partnerships was highlighted, involving

entities like the Avondale Police Department, Maricopa County Human Services Department, and nonprofits such as Phoenix Rescue Mission.

The symposium underscored a common understanding of homelessness, emphasizing the lack of a regular, fixed nighttime residence to guide effective interventions. Efforts since 2019 were detailed, including the establishment of pilot programs and strategic planning initiatives aimed at reducing homelessness.

- **Critical Roles and Statistics:** The Sonar team's role was noted as essential in engaging and supporting homeless individuals through direct outreach. Presentations of data and statistics illustrated the impact of Avondale's initiatives, showcasing metrics such as engagement hours and successful housing placements.
- **Challenges and Law Enforcement Collaboration:** Discussion of the challenges faced by homeless individuals, such as medical needs and income disparities, shed light on the barriers to stability. The collaboration with law enforcement, especially the Avondale Police Department, was emphasized as a vital component of the City's strategy to manage homelessness effectively.
- **Solutions and Community Engagement:** The symposium outlined several community outreach initiatives, including heat relief services and information distribution, aimed at increasing public awareness and engagement. Building trust with homeless individuals was stressed as vital, requiring consistent interaction and dedicated efforts from all stakeholders.
- **Enhancing Services and Removing Barriers:** Plans to expand services to underserved areas were discussed, leveraging partnerships with local organizations and grassroots initiatives. The use of flex funds to address immediate barriers faced by homeless individuals, alongside the implementation of street outreach programs, was considered critical for direct support.
- **Streamlining Processes and Strengthening Partnerships:** Efforts to streamline the referral process were presented as crucial for ensuring quick and effective responses by outreach teams. Enhancing relationships with law enforcement and nonprofit organizations was seen as essential for bolstering the overall support framework for the homeless.

PART FOUR: VISION, MISSION, AND CORE VALUES

1. Vision Statement

We envision Avondale as a community where everyone has a safe and healthy place to call home with equitable opportunities to experience prosperity, well-being, and happiness.

2. Mission Statement

Our mission is to create a community where homelessness is rare, brief, and non-recurring by preventing it in the first place and when it occurs, offering individuals and families direct outreach with referrals to care and services. We'll further achieve our mission by leading and collaborating with fellow city departments and community partners on policies, practices, and planning that equitably fulfills this mission through a lens of being helpful, kind, and professional.

3. Core Values

Our Core Values Are Based Upon the Following Principles:

- **A "Place Called Home."** We believe this is the foundation from which individuals and families are nurtured and thrive, offering them a safe haven that supports a healthy, fulfilling quality of life. Everyone deserves and benefits from a place called home.
- **People first.** We recognize that experiencing homelessness can touch anyone's life, fulfilling our mission along with making our team strong, successful, and supportive of each other. Truthfulness, follow-through, persistence, and consistency are foundational to our relationships with our clients.
- **Stewardship starts with us.** We fully appreciate that we have been entrusted to expend, harvest, and leverage valuable community resources by responsibly managing them through well-informed transparent decision-making. We value collecting and analyzing data that holistically and deeply measures the collective impact of our community's efforts to prevent, solve and effectively address the experience of homelessness.
- **Responsible Storytellers.** We believe in the inherent good and potential of all members of our community. We embrace the role of giving voice to and sharing stories of those experiencing homelessness so our community's knowledge of its causes and hardships amidst the resilience and hope among those overcoming it, will enlighten their discourse and understanding.

PART FIVE: THE STRATEGIC PLAN

Introduction to the Strategic Planning Document

This section of the document lays out the strategic initiatives the City of Avondale plans to undertake to resolve the challenges of homelessness over the next five years.

This section contains 76 specific action steps. These flow from the Vision, Mission and Values Statements laid out in Section Four of this document. Most are interconnected to form a comprehensive plan of action.

The Plan starts by identifying the highest-priority issues for the City, as identified by SONAR.

Major issues in each subsection are organized into key points. Each key point contains recommendations with detailed descriptions. Corresponding implementation steps for each are covered in the next section, Part Six.

The plan is a spectrum of policy issues that can support the government in the near and long term in its goal to continue to build Avondale - community by community- over time. We start with ensuring adequate housing for all Avondalers, address keeping people from losing housing, and then progress to providing the services they need once they become homeless to put them on track but to stable, permanent, affordable housing.

In addition to our priority issues, there are supportive ideas that can help Avondale in the future. We have discussed in the plan over 76 different recommendations and not only was this purposeful, but it is also evidence of its complication and how interconnected the issue is to the entire city.

As we turn to executing this Plan over the next five years, our City's priorities are clear:

- **A Housing Needs Assessment.** This is a separate assessment of what housing is available, its costs, where there is a short fall in housing and what stands in the way of getting Avondale what it needs to successfully house its citizens.
- **Diversion Programs.** Including an Eviction Diversion Program – Keeping people in their homes is key to any program. It is the most human and least expensive option for Avondale to decrease homelessness. In addition, a Criminal Justice System Diversion Program in which those facing eviction or are homeless can end up.
- **Low Barrier Shelter.** Many times, keeping people off the streets and getting them into sheltered accommodation can be made harder with restrictions. Getting people into a shelter is key to supporting a change in life and that is the priority.

- **Climate Response Plan.** Avondale's heat can be dangerous to the unhoused and all its citizens, dealing short term with important programs to offer relief from high temperatures, in addition long term ideas about tree canopies and types of asphalt can cool a city.
- **Data Enhancements.** We learned quickly that data is an issue as different departments hold and use data differently. Centralization with flexibility in the system will offer better data which means better support for the Avondale citizens. The data enhancements included creating a dashboard, HMIS policy upgrades, Predictive Modeling and Demographic Reporting and AviWise integration and understanding.
- **Outreach and Encampment Response.** We discuss ideas and ways to coordinate a response, to bring everyone to the table who interacts with those in encampments, so all the solutions are coordinated and organized. In addition, connecting people to services who are living in encampments is key to housing those in need and keeping them out of the legal system if possible. It will help Avondale Police Department by decreasing those in an encampment and offer greater cooperation with the rest of City government to assure a coordinated response.
- **All to the table.** We recommend greater coordination with an intergovernmental liaison. Bringing more government agencies to the table and strengthening the IHWG. This also includes a greater role and integration for the Avondale Police Department whose interaction with the unhoused is daily.
- **Generating Funding.** We offer many different ideas for revenue generation as there is no one financial funnel. It will take multiple efforts to increase the number of affordable houses and in addition, take care of those who are unhoused. These policy ideas are sometimes restricted by state law. Our goal was to offer different ideas for which the City can openly discuss options.
- **Stakeholder Engagement.** We recommend bringing in those who have experience with homelessness to support the City in the future. In addition, a group of young people and other community members organized to understand how any new policy affects the City and how it may need to adapt its policy.
- **Healthcare and Insurance.** Insurance is key to getting citizens the help they need. Whether there are physical, psychological or addiction issues with the unhoused. Many of the supportive care options necessitate insurance.
- **SONAR Policy.** Sonar is a growing program. We recommend how SONAR can grow and integrate into the government, community, and non-profit organizations. In addition, how they can increase best practices among their own team. Outlining roles and responsibilities for SONAR and the City and how it works together to house the unhoused is key.

- **Transportation.** In our report we discuss many barriers that the unhoused face due to inability to get from one place to the next. This includes job interviews and shelters.

Table of Contents of the Strategic Plan

For ease of use, the Strategic Plan is divided into two sections – Recommendations and Implementation Plans. Each different policy has one number with an "A" following a Recommendation and "B" following an Implementation Plan.

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1. Ensuring Avondale Has Enough Housing

Key Point 1.1: Increase Housing Availability and Affordability

Conduct a Housing Needs Assessment – Recommendation 1.1.1 A

- **Conducting A Comprehensive Housing Needs Assessment**

Based on our general overview of Avondale's housing conditions, it is evident that the City needs to ramp up the production of housing to increase its inventory and address the growing number of residents dealing with housing insecurity and the risk of homelessness. However, data on Avondale's current and projected housing needs is limited, highlighting the necessity for a comprehensive housing needs assessment.

- **Understanding Housing Needs Through Data-driven Analysis**

A housing needs assessment is a thorough analysis of current housing units and conditions, coupled with a projection of future needs based on estimated population changes among different demographics. This assessment would allow the City of Avondale to gain a deep understanding of its housing needs for various household sizes, income levels, and special needs populations, such as housing for seniors or residents with disabilities and guide the City's efforts in prioritizing initiatives and allocating resources effectively.

- **Engaging Professional Expertise**

To conduct a comprehensive housing needs assessment, the City of Avondale should issue a Request for Proposals (RFP) for consulting services and allocate funds for the contract. By engaging professional consultants with expertise in housing market analysis and urban planning, the City can ensure that the assessment is conducted with rigorous methodologies and incorporates best practices.

- **Developing a Multi-Year Housing Strategy**

The findings and recommendations from the housing needs assessment should serve as the foundation for a multi-year housing plan or strategy. This strategic document will guide the City's efforts in addressing the identified housing needs, prioritizing initiatives, and allocating resources effectively. By basing its housing strategy on data-driven insights, Avondale can develop targeted and impactful solutions tailored to the unique needs of its diverse community. Conducting a comprehensive housing needs assessment is a crucial step towards understanding and addressing the housing challenges faced by Avondale's residents. This proactive approach will not only provide valuable data and insights but also enable the City to develop a well-informed and sustainable housing strategy that promotes equitable access to affordable and suitable housing for all.

Institute Flexible Zoning – Recommendation 1.1.2 A

Zoning that locks single-family developments on large lot sizes limits the number of homes that can be built in Avondale. Large areas of the City are zoned for single-family, which results in a lack of supply and increased housing prices. Zoning that allows for more than one unit on a lot creates more units, provides property owners with more flexibility to meet their families' housing needs, and can help prevent housing emergencies and overcrowding. Municipalities such as Minneapolis, Minnesota, have reformed zoning to allow for up to four units per lot, if the development meets other zoning requirements, such as setbacks and lot size coverage.

To increase the diversity of housing types and increase supply, the City should look to rezone existing single-family land. Residential subdivisions may have restrictive Homeowner Association rules that limit density and occupancy; however, the City should take every opportunity to increase development capacity through the zoning code. And as the City considers annexing more land, it should assess how the underlying zoning will affect housing affordability for generations. Zoning districts that allow for more than one unit on a lot will mean there is more land for more affordable home typologies.

Preserve Naturally Occurring Affordable Housing – Recommendation 1.1.3 A

Aside from constructing new housing, the City can preserve affordable housing that exists today. This can be accomplished by the City or mission-driven nonprofits acquiring property, or through agreements with property owners that lock-in affordability and income restrictions– usually in return for some sort of subsidy.

One of the lowest-cost forms of housing is manufactured homes. According to AZCentral, manufactured homes "make up 10 percent of Arizona's housing stock and are one of the last remaining types of unsubsidized affordable housing."[21] Governments can partner with nonprofits to identify manufactured home parks that may be up for sale. If a municipality can assemble the funds from local, state, federal, and philanthropic sources to purchase a park, it preserves the permanent affordability of these housing units.

[21] "Arizona mobile home parks are disappearing. The nonprofit wants to save them," AZ Central, November 1, 2023, https://www.azcentral.com/story/news/local/phoenix/2023/11/01/mobile-home-parks-are-disappearing-this-nonprofit-wants-to-save-them/70590653007/

Work to Obtain More Legal Latitude for the City in Controlling Its Own Development and Housing Production – Recommendation 1.1.4 A

Arizona state government just acted this year to speed zoning decisions in hopes of reducing housing costs. In addition, as a result of the new SB 1162, cities and counties will be required to provide assessments of how much more housing they need based on population and job growth forecasts, land zoned for single-family and multifamily development and the need for rental and for-sale housing. Now that the state has shown that it can act, communities like Avondale need it to act to give us the authority to address the very housing needs as to which the state now will require us to report.

In order fully to expand housing options in Avondale, the City needs to be able to explore options ranging from allowing development of Accessory Dwelling Units (ADUs), to requiring inclusionary zoning, to imposition of development fees that account for not just the cost of services *to aid* a particular development but also the cost of services *caused by* a particular development (such as the displacement of families in lower-cost units, leading to greater housing instability and the various challenges Section and costs discussed in Part Two of this Plan). Avondale thus will establish an intergovernmental relations effort in City government to work with the Arizona legislature – and to partner with other cities and communities in our region and across the state – to enact reforms in land use, zoning and development laws and regulations providing for greater municipal ability to encourage more, and more affordable, housing development and housing-related services.

2. Increasing Affordable Housing

Key Point 2.1: Spurring Affordable Housing Development

Pursue Mixed-Income Multifamily Development – Recommendation 2.1.1 A

Best practices suggest that mixing market-rate and income-restricted units within the same development is an effective way to create more affordable housing and foster greater socioeconomic opportunities.

Mixed-income developments allow for “cross-subsidization,” and market-rate units help finance affordable units. This strategy increases affordable supply and promotes social integration and economic opportunities across the income spectrum. Implementing mixed-income development policies can be a powerful tool in Avondale’s comprehensive affordable housing strategy. This approach can help the City create more inclusive, sustainable communities that meet diverse housing needs.

Establish a Voluntary Inclusionary Zoning Policy – Recommendation 2.1.2 A

While Arizona law prohibits localities from requiring developers to include affordable housing units in new market-rate developments, Avondale can explore a voluntary approach to incentivize creating affordable housing units by establishing a Voluntary Inclusionary Zoning Policy.

Avondale could incentivize affordable housing by creating zoning districts that award a "density bonus" to developments that include low-income units. A density bonus encourages developers to include a percentage of units reserved as affordable. They do this through bonuses, such as relaxed requirements for parking, which can significantly reduce the overall cost of a project. The City can also create an inclusionary zoning overlay on certain districts, granting property owners the right to take advantage of the density bonus if specific conditions are met.

Cities like Flagstaff and Phoenix have successfully implemented versions of this voluntary inclusionary zoning approach. Avondale should consider waiving or altering specific requirements, such as parking minimums or other regulations that add to the development cost, to further incentivize the inclusion of affordable housing units.

Collaborate With the Housing Authority of Maricopa County (HAMC) on Developing Affordable Housing – Recommendation 2.1.3 A

One of the key strategies to address housing affordability and accessibility in Avondale is to collaborate closely with the Housing Authority of Maricopa County (HAMC). This partnership can leverage the resources and expertise of both entities to develop and expand affordable housing options within the City.

The HAMC develops affordable housing utilizing Low-Income Housing Tax Credit financing and Section 8 project-based funds from the U.S. Department of Housing and Urban Development (HUD). Several HAMC housing developments are already located within Avondale, providing a solid foundation for further collaboration.

To maximize the impact of this partnership, the City of Avondale could create a dedicated function where staff members work proactively to identify potential sites for new affordable housing development. This team would coordinate city resources, including land or funds, with the resources available through the HAMC. The process would involve:

1. Site Identification: The City would identify suitable sites for affordable housing development, considering factors such as location, accessibility, and community needs.
2. Stakeholder Engagement: City staff would work closely with private property owners and developers to create comprehensive proposals that align with the City's vision and the HAMC's requirements.

3. Proposal Submission: Well-developed proposals would then be presented to the HAMC for consideration and potential development partnerships.

Expedite Review and Approval of Mixed-Use and Multifamily Projects – Recommendation 2.1.4 A

Expedited Review and Pre-Application Support. Taking inspiration from cities like Portland and Los Angeles, Avondale can streamline its development review process to incentivize and facilitate the construction of affordable housing units and mixed-use projects. Portland allows mixed-use and multifamily projects to proceed directly to the permit process, saving developers time and financing costs by expediting approvals. Los Angeles mandates city agencies to review affordable housing and shelter applications within 60 days, significantly reducing the typical review period. The City is also removing discretionary approvals for these projects, further streamlining the process.

Avondale could implement an expedited development review process for developers' plans that include affordable housing units. Lengthy reviews can add substantial costs, deterring developers from pursuing such initiatives. To facilitate this, Avondale's Planning Department should dedicate staff resources to working directly with developers during the pre-application phase. This proactive approach ensures complete applications, reducing delays and associated costs. By streamlining the review process and providing dedicated support, Avondale can create a favorable environment for affordable housing construction. This approach incentivizes developers to prioritize affordable housing while demonstrating the City's commitment to addressing residents' housing needs efficiently.

Key Point 2.2: Assisting Renter Access to Affordable Housing

Increasing the number of rental units is key to supporting those unhoused or in crowded housing situations. As discussed, prior, working toward affordable rentals in a community is in part based on the number of units available overall, the number of people moving to the area and increases in mortgage rates. To increase the number of available rentals, without having to build immediately is re-zone shared housing. In addition, using master leases for those in crowded housing or unhoused can bring someone off the street more quickly as the City works toward increasing the number of apartments or houses.

Establish Master Leases – Recommendation 2.2.1 A

Avondale's low vacancy rates and lack of source-of-income protections make it difficult for residents, especially those with rental vouchers, to find housing. To address this, the City could pursue master lease agreements with private landlords.

Under a master lease, the municipality pays the landlord directly and subleases the units to those in need of affordable housing. This arrangement can fill the need for transitional, emergency, and long-term affordable housing.

To establish a program, the City attorney should collaborate with the Housing Department to draft a lease agreement. Potential properties and owners can be identified through local knowledge of vacancies. The City can also issue communications about the program and release a Request for Qualification or Information to evaluate interested landlords. Implementing master leases will not only leverage private rental units to expand access to affordable housing for those with rental vouchers, but also address challenges posed by low vacancy rates and lack of source-of-income protections.

Encourage Shared Housing – Recommendation 2.2.2 A

There are several different models of the Shared Housing approach. In this instance, we are referring to renting individual rooms in a shared housing unit. Tenants may choose this option because it costs less money to lease a room than an entire apartment. For cities, shared housing can provide greater flexibility for housing stock to meet current market demands by housing more people in a housing unit. However, there is often regulatory ambiguity surrounding this type of living arrangement, and some local regulations limit the ability of property owners to pursue this housing model. Regulatory barriers include occupancy standards, zoning limitations, minimum unit size regulations, and regulations about bedroom size. Despite regulatory barriers, Avondale should explore the shared housing opportunity of tenants renting individual rooms considering its cost-effectiveness and capacity to address housing needs more efficiently.

Key Point 2.3: Cultivate Funding for Affordable Housing

Affordable Housing Impact Fees – Recommendation 2.3.1 A

There is variation in how cities[22] structure impact fees. This offers Avondale a wider range of types of fees they may want to create to support what is in the best interest of the City. Avondale will be able to clearly define accountability for new and expansion of residential and commercial development impact. This will include providing funding for service of population-level reductions in homelessness, resident displacement due to a reduced supply of low-cost housing units, and gentrification's impact on housing costs to fund workforce housing development off market-rate development.

[22] *"Can housing impact fees keep gentrifying neighborhoods affordable?"* Al Dia, https://aldianews.com/en/local/philadelphia/can-housing-impact-fees

Avondale can explore various approaches to ensure impact fees effectively support the City's affordable housing goals, such as:

- Establishing a dedicated "affordable housing impact fee" for developing, preserving, and supporting affordable units.
- Implementing a "displacement mitigation fee" levied on developments resulting in low-cost housing loss, with revenue used to assist displaced residents.
- Incorporating a "gentrification impact fee" to generate funding for workforce housing in areas experiencing rapid cost increases.

Create a Housing Trust Fund – Recommendation 2.3.2 A

A housing trust fund (HTF) is a fund to finance affordable housing. Funds can provide direct financing, grants, or other assistance to bridge the gap between development costs and the income a building can expect to earn through sales or rent. One way Avondale could seed a fund is with the proceeds from a bond issuance or through a dedicated source of revenue, such as a percentage of the sales tax or a development impact fee. Other options would be to seed a fund with the sale of city-owned land. The Housing Production Fund of Montgomery County, Maryland, provides a possible model for Avondale and is considered a best practice for creating affordable housing. The county issued bonds for mixed-income, multifamily development projects and used loan repayment proceeds to replenish the fund. The fund can then issue more bonds and the cycle continues.

Raise Airbnb Taxes to Fund Affordable Housing – Recommendation 2.3.3 A

By increasing the local option tax rates on transient lodging (such as Airbnb) and hotels to 4.5 percent, Avondale can generate additional revenue that can be directly allocated to funding affordable housing needs within the City. This approach allows Avondale to leverage the growth in short-term rental activity to support its broader affordable housing initiatives, ensuring that the impacts of the short-term rental market are addressed through dedicated funding sources.

Avondale could seed a fund with the proceeds from a bond issuance or through a dedicated source of revenue, such as a percentage of the sales tax or a development impact fee. Additionally, per the League of Arizona Cities & Towns, Avondale can increase its tax rate for both the Hotels classification (044) and the Additional Tax on Transient Lodging classification (144) to 4.5 percent each (2 percent over the Retail rate) without having to dedicate any amount to "tourism spending" as defined in A.R.S. 9-500.06.

Develop and Foster Community Development and Corporations (CDCs) and Community Development Financial Institutions (CDFIs) - Recommendation 2.3.4 A

Community Development Corporations are nonprofit, community-controlled real estate development organizations that revitalize neighborhoods. They are a source of capital for community development and affordable housing development. They are a conduit for charitable and other revitalization funds, such as Community Reinvestment Act funds. Community Development Financial Institutions (CDFIs) aim to provide fair, responsible financing to rural, urban, Native, and other communities that mainstream finance doesn't traditionally reach.

The City of Bloomington, Indiana, took the step to become what it is billing as a "CDFI Friendly City," or "a new strategy for smaller markets that would benefit from CDFI financing but are less able to support a stand-alone CDFI." The City reports that, since 2019, "CDFI Friendly Bloomington has attracted nearly $26 million in capital investment from nine partnering CDFIs, with a total of $58 million in investment for affiliated regional projects, the news release said. Projects have included 357 units of affordable housing, a pandemic-relief loan fund, small business assistance, and access to funding to install green infrastructure."[23]

While Avondale has many engaged community members interested in improving community conditions, very little "community development infrastructure" exists that can take advantage of community revitalization funds, such as CRA investments. City leaders should consider contacting the two primary national organizations with expertise in building community development capacity: LISC or Enterprise Community Partners. This may be beyond the City's current capacity, but, if so, should be considered for action later in the 5-year strategic plan timeframe.

3. Helping Avondalers Keep the Homes They Have

Key Point 3.1: Expand the Jobs Landscape in Avondale

Improve the Jobs Housing Fit – Recommendation 3.1.1 A

To effectively address the issue of improving the jobs-housing fit in Avondale, Arizona, a strategic approach that links economic development and housing policies is essential. This initiative aims to balance the availability of affordable housing with the creation of well-paying jobs, ensuring that working families can live comfortably without overspending on housing.

[23] *"CDFI Friendly Bloomington names Executive Director," Inside Indiana Business*, January 22, 2024, https://www.insideindianabusiness.com/articles/cdfi-friendly-bloomington-names-executive-director-2

Enhancing the jobs-housing fit in Avondale involves a multi-faceted approach that aims at expanding affordable housing, creating quality jobs, and connecting housing and employment. To ensure sustainability and efficacy, the City will need to both involve community stakeholders in the planning process and establish metrics to monitor the new housing and employment initiatives to ensure they are meeting the actual needs of the community. This plan and its policies will need to be continually monitored and adjusted to ensure effectiveness.

Key Point 3.2: Increase Job Training and Employment Opportunities

Investigate the Program "Change Please" as a Job Creator – Recommendation: 3.2.1 A

Change Please is a non-profit initiative that equips individuals experiencing homelessness with the skills and resources needed to become baristas. This program offers professional training and comprehensive support including housing, a competitive living wage, access to therapy, a bank account, and subsequent employment opportunities. Introducing a holistic program like this in Avondale can boost local economic activity and help community members receive the necessary support to reintegrate into society successfully.

We would recommend SONAR and the economic development team investigate the program for its efficacy of adopting a similar job creation program in Avondale.

This could be a template for other businesses in Avondale.

Increase Job Training Services and Supports – Recommendation 3.2.2 A

Along with the Arizona at Work Program, which has weekly hours at the Recreation Center and offers resume services, job training opportunities, and GED testing, the City could partner with the PRM Will Work Program. The Will Work Program specifically focuses on working with individuals experiencing homelessness. Participants earn a cash payout for beautification and landscaping projects and receive breakfast, lunch, and daily case management. They also support participants in securing necessary IDs and documents for employment or housing. Additionally, several individuals experiencing homelessness mentioned through the Lived Experience Survey that St. Joseph the Worker had successfully helped them find temporary employment. St. Joseph, currently located on the HSC campus in Phoenix, also focuses on helping individuals experiencing homelessness find employment. Partnering with St. Joseph would support clients in getting accessible and targeted employment support.

4. Preventing Eviction

Key Point 4.1: Securing Sustainable Funding for Emergency Rent Assistance

Avondale's current emergency rent assistance program, administered through the Community Action Program (CAP), is facing a critical funding cliff. While federal ARPA dollars have supported the program's current funding levels, these funds are set to expire at the end of the fiscal year. However, the need for emergency rent assistance in Avondale is not expected to decrease, with a growing queue of over 1,000 families awaiting processing.

Identify New Funds for Emergency Rent Assistance – Recommendation 4.1.1 A

Some potential options include:

1. Federal and State Funding: Avondale should actively pursue additional federal and state grants or allocations dedicated to emergency housing assistance and homelessness prevention.
2. County Collaboration: The City should work closely with Maricopa County to advocate for increased funding for the CAP program or explore opportunities for the county to provide a more stable funding stream.
3. Local Revenue Generation: One potential revenue source could be increasing the tax on short-term rentals (e.g., Airbnb, VRBO) within the City. This could generate additional funds that could be earmarked for emergency rent assistance.
4. Dedicated Municipal Funding: Avondale should consider allocating a portion of its own municipal budget to establish a dedicated emergency rent assistance fund, ensuring a reliable source of local support.

By pursuing a multi-pronged approach to secure sustainable funding, Avondale can ensure that its emergency rent assistance program can continue to serve the growing number of households in need, providing a critical safety net and promoting housing stability within the community.

Rapid Emergency Rental Assistance Program – Recommendation 4.1.2 A

Avondale should create a "Rapid Emergency Rental Assistance Program" to deliver critical funds to residents in urgent need more consistently. The current process of receiving assistance through the Community Action Program (CAP) via Maricopa County can take 72 hours or up to three weeks, which directly impact those with immediate needs. The City should consider two approaches:

- **Reimbursement Mechanism with Maricopa County:** Avondale should work with the county to establish a system that allows the City to use its own funds to provide

emergency rental assistance, with the expectation of later reimbursement from the county's CAP program. This would enable the City to act more swiftly to support residents in crisis.

- **Direct Assistance without Reimbursement:** Alternatively, Avondale could set aside dedicated funds to provide direct emergency rental assistance without the expectation of reimbursement. This would give the City more flexibility to respond to urgent needs, even if the client has not yet reached the top of the CAP program's queue.

To further streamline the process, Avondale staff could proactively reach out to individuals waiting in the CAP program queue and help them gather the required documents sooner. This would reduce delays when they receive assistance. By implementing the "Rapid Emergency Rental Assistance Program," Avondale can ensure that residents facing immediate housing crises have access to the support they need, strengthening the overall resilience of the community.

Engaging Landlords for Eviction Prevention – Recommendation 4.1.3 A

Landlords can be a challenging group to engage, but their cooperation is crucial for effective eviction prevention efforts. Despite limited initial response from Avondale landlords through an e-survey, the City should continue to actively reach out and build relationships with this key stakeholder group.

From a landlord's perspective, evicting a tenant can be a time-consuming and resource-intensive process, leading to lower rental income. Therefore, landlords have a vested interest in preventing evictions for non-payment of rent. The City should communicate this shared interest and make landlords aware of available rental assistance programs.

By encouraging landlords to mediate with tenants rather than immediately pursuing eviction, Avondale can leverage this partnership to keep more residents in their homes during difficult times. Ongoing, open communication and collaboration with landlords will be essential for the success of the City's eviction prevention initiatives. By fostering these relationships and aligning incentives, Avondale can create a more supportive environment for tenants facing housing insecurity, ultimately strengthening the overall resilience of the community.

Create an Eviction Diversion Program – Recommendation 4.1.4 A

To prevent unnecessary evictions and promote housing stability, Avondale should create an Eviction Diversion Program. This program would require landlords to engage in a good faith effort to participate in a mediation session with the tenant before proceeding with an eviction. Key components of the Eviction Diversion Program:

- **Mediation Requirement:** The program would mandate that landlords participate in a mediation session with the tenant before filing for eviction. This would provide an

opportunity to explore alternative solutions and prevent the eviction process from moving forward.

- **Rent Assistance Linkage:** The mediation process would be linked to the availability of rent assistance funds. This could include providing funds to cover rent arrears or other financial support to help the tenant remain in their home.
- **Legal Authority Evaluation:** The City will need to conduct a legal analysis to determine if it has the authority to mandate landlord participation in the mediation program. If not, the City should consider partnering with the Maricopa County Justice Court to establish mediation services as part of the eviction process.
- **Stakeholder Engagement:** The City should engage with landlords, tenants, and community organizations to gather input and build support for the Eviction Diversion Program. This collaborative approach will help ensure the program is effective and equitable.
- **Program Implementation and Monitoring:** Once established, the City should oversee the implementation of the Eviction Diversion Program, monitor its effectiveness, and adjust as needed to improve outcomes.

By creating an Eviction Diversion Program, Avondale can help prevent unnecessary evictions, preserve housing stability, and provide a pathway for tenants and landlords to find mutually beneficial solutions. This proactive approach can significantly contribute to the overall resilience and well-being of the community.

Subsidize Legal Representation for Tenants – Recommendation 4.1.5 A

Providing tenants facing eviction with access to legal representation can be a highly effective strategy to prevent unnecessary displacements. During the COVID-19 pandemic, the City of Phoenix implemented the Tenant Eviction Assistance Program, which offered free legal services to over 170 residents and prevented 24 evictions in the first eight months. Similarly, an evaluation of Cleveland's "Right to Counsel" program found that 93% of represented renters were able to avoid an eviction judgment or involuntary move, and 83% of clients secured the rental assistance they needed. According to research, an annual budget of approximately $4 million could fund legal services for around 1,500 tenants in Avondale, where there were an estimated 1,000 evictions in the last calendar year. By subsidizing legal representation for tenants, Avondale can significantly improve their chances of avoiding eviction and maintaining housing stability. This proactive approach can have a transformative impact on the community, preventing displacement and promoting overall resilience.

Arizona Housing Analytics Collaborative (AzHAC), Predictive Modeling –Recommendation 4.1.6 A

The Los Angeles County Department of Health Services uses a predictive analytics tool to identify people on the edge of homelessness based on their use of county services. Then, case workers engage with them to help them remain housed by offering financial support. Arizona Housing Analytics Collaborative (AzHAC)—is a tri-university collaborative among Arizona State University, Northern Arizona University, and University of Arizona, is developing a similar predictive modeling tool in partnership with stakeholders around housing and homelessness that would integrate direct analytics into decision-making and care coordination to prioritize services and prevent people from becoming homelessness.

There's an opportunity for Avondale to participate in this initiative, and it could serve as a pilot project for the West Valley to test programmatic outcomes and further ideation.

5. Helping People Experiencing Homelessness to Find Temporary Shelter

Key Point 5.1: Decrease Wait Times for Emergency Housing Assistance

Emergency housing services –such as emergency rental assistance, utility assistance, mortgage assistance, and move-in assistance – are provided through the Community Action Program (CAP). CAP does not provide mortgage assistance currently, and instead that function falls under the Avondale Division of Housing and Community Development.

Maricopa County subcontracts with Avondale to administer CAP. The program receives funding from several state and local entities and covers a service area that includes Avondale, Goodyear, and Litchfield Park, as well as unincorporated areas of Maricopa County.

CAP currently serves a few thousand families in Avondale each year, and the caseload has approximately tripled over five years, according to City staff. The program is primarily funded through emergency federal COVID-19 funds, but these funds are due to run out at the end of the fiscal year, and there is no known plan to replace the funds. The program needs approximately $3 million a year to meet the need, and there is now a queue of over 1,000 families that have applied and are awaiting processing. Avondale CAP has four staff to process these applications. Nevertheless, while the COVID-19 pandemic greatly exacerbated this situation, demand is returning to historic levels. However, concomitantly, federal COVID funding for rental assistance will be declining, meaning that new funding will be required from somewhere to meet the need.

End-to-end, the process for requesting and receiving assistance takes about three weeks; with Maricopa taking 10-14 days to approve the application, cut the check, and then for the funds to reach the recipient. Other steps in the process are completed within one or two days.

Rapid Emergency Funding Assistance – Recommendation 5.1.1 A

Rent assistance is provided to qualifying Avondale residents through the Community Action Program (CAP). Federal ARPA dollars support current county funding levels for emergency rent assistance, but these funds will expire at the end of the fiscal year. The need for emergency housing in Avondale is not expected to decrease. Therefore, more funds from either federal, state, county, or local sources will be needed.

In addition, creating a mechanism to deliver emergency rental assistance more quickly is important. Speed of funds matters in such an emergency. The process to receive funds from CAP via Maricopa County is about three weeks. Sometimes, the need for aid is more urgent. Avondale should either work with Maricopa County on a system to reimburse the City for assistance provided from local funds, or the City should assist directly without expectation of reimbursement to get money into the hands of people who need it faster. If a CAP program administrator finds that a client needs assistance and will likely not get it in time, they could draw down City funds set aside for this purpose. An MOU with the County could provide for these funds to be reimbursed.

Additionally, to speed up the process, Avondale staff could reach out to those in the queue before they reach the top of the list so that they might begin collecting the required documents sooner.

Key Point 5.2: Open Local Low-Barrier Temporary Shelter to Support Intensive Case Management

Lack of Intensive Case Management. The City faces a pressing need for improved navigation and case management services, highlighting challenges with current shelter options, collaborative efforts, and the overall effectiveness of contracted providers in guiding individuals and families toward lasting solutions for homelessness.

Case management, as it exists in Avondale, is outsourced to the City's three service providers – Phoenix Rescue Mission (PRM), A New Leaf (ANL), and Lutheran Social Services of the Southwest, which provide the Interfaith Homeless Emergency Lodging Program (I-HELP). These three organizations each provide different services based on their own non-profit model. Case management that exists is not coordinated and is based on an individual's interaction with one or all three of these separate organizations.

They are contracted to assist individuals and families experiencing homelessness in accessing vital resources and support as they transition toward permanent housing. These providers are

crucial in offering temporary shelter and supportive housing programs, coordinating income benefits, and verifying health insurance. Additionally, they extend assistance for basic needs, employment, legal services, and access to mental health and substance abuse programs. The holistic coordination, support, and transportation these providers provide collectively constitute "case management," a service outlined in their contracts.

Strategic contracting enables each provider to cater to specific needs: PRM conducts street outreach, making initial contact with those experiencing homelessness, and connects people experiencing homelessness to temporary housing or shelter; ANL provides case management and assistance to families in finding shelter; and I-HELP constitutes the only local shelter in Avondale. Ideally, collaboration between providers expedites access to services, ensuring that experiences of homelessness are brief and non-recurring.

However, challenges as gaps in care emerge, particularly with I-HELP, Avondale's sole local temporary shelter. High barriers to entry and limited case management services contribute to its underutilization. The median duration of a participant's stay is 30 days or less, constraining the individual's acquisition of resources and services necessary for establishing a pathway to permanent housing. Moreover, PRM and ANL, when unable to secure low-barrier local shelters, resort to hotel vouchers, an expensive and short-term solution that could be perpetuating the experience of homelessness, and costing more, in the long-run. In the absence of more temporary shelter options, this challenge will persist.

As an example, In the absence of accessible low-barrier shelters, PRM, ANL, and I-HELP predominantly provide short-term housing solutions, which leads to a lack of comprehensive case management services. This reveals a critical gap, where the intended goal of guiding individuals and families toward permanent housing is compromised, replaced by costly navigation services that inadvertently perpetuate a cycle of homelessness.

No one is providing intensive case management for people experiencing homelessness in Avondale; instead, each provider offers case management services that address immediate needs, but none are providing services and support truly designed to set an individual or family up for long-term success. As a result, individuals continue to live unsheltered longer than necessary.

The SONAR team engages in specialized outreach, called navigation. At this point, they are not meant to be case managers. SONAR prioritizes trust-building with vulnerable individuals otherwise reluctant to accept services. Unlike other providers, SONAR aims to bridge relationships and guide individuals to programs and services offered by contracted providers. However, the absence of a local low-barrier shelter results in SONAR personnel providing the missing case management and navigation services, with uneven performance.

There is no local low-barrier temporary shelter. A low barrier shelters allow Individuals and families experiencing homelessness to be housed with less impact to their current life. For example, it allows families to stay close or to other support networks in Avondale.

Avondale faces a significant gap in access to a local-low barrier temporary shelter that provides the following features:

- Intensive case management services supporting the acquisition of necessary resources and services for a pathway to permanent housing.
- Accommodation for couples, families, or single adults with dependents aged 12 years and over to stay together.
- Provision for adults to shelter with pets.
- Availability of a first responder unit for clients who have experienced trauma.
- Accessibility for clients with physical and/or developmental disabilities.
- Secure lockers for belongings.
- Secular shelter services.

The absence of a local shelter equipped with these essential features compels individuals to endure prolonged homelessness, forcing them into living situations unsuitable for habitation or accepting shelter in cramped apartments, often in places at high risk for abuse or substance use. Particularly vulnerable are young adults aged 18-25, who may find themselves accepting shelter in unsafe environments, thereby increasing the risk of abuse or human trafficking. Families facing homelessness in Avondale often resort to living out of their vehicles until they progress up the Family Hub Housing (FHH) List and secure shelter, usually in Phoenix. Clients with severe mental illness are also at risk, with many needing support in managing symptoms, daily living tasks, and applications for temporary supportive housing programs and benefits.

Establish Partnership to Develop a Low-Barrier Shelter in Avondale – Recommendation 5.2.1 A

The City should partner with an experienced community shelter partner in establishing a low barrier shelter in Avondale to address the gaps in shelter for adults and families. Below is a table of the specific elements a low barrier shelter should have and its potential community impact.

Elements of a Low-Barrier Shelter	Community Impact
• The family shelter accepts children aged 18 and younger, accommodating both parents and a non-biological partner. • Couples have the option to shelter together. • The facility includes a first responder unit and triage rooms. • Priority is given to Avondale residents. • Maximum occupancy is 30-50 adults and 8-10 families. • Pets are welcome. • The shelter is easily accessible to clients. • Secure lockers are available for personal belongings. • Admission is open to individuals who have SMI, recently completed detox, and/or have not used substances in a few days while demonstrating safe behavior. • No medication or drug test requirements. • The staff is trained in trauma-informed care. • Clear performance metrics are in place, including a treatment plan outlining needs and services, along with guidelines to determine when a client should exit or extend their stay. • Services include hot meals, showers, and a daily clothing shop. • A nurse is on staff to provide basic medical needs, dispense medication, and complete forms for client admission to detox.	• Allows families and adults caring for children or younger adults to stay together. • Adults with pets or couples can maintain their support resources upon entering the shelter. • Offers immediate shelter as clients wait for admission to other transitional or permanent housing. • Allows adults and families to stay in Avondale where employment or a support system may exist. • Provides 1-1 case management services due to low occupancy and well-trained staff. • Offers immediate services for trauma through the first responder unit. • Accessible to clients with limited physical range. • Secure lockers available for storing belongings and important documentation. • Meets basic needs and initiates services for obtaining permanent housing or stability in clients' lives.

Establish Partnerships Emergency Shelters – Recommendation 5.2.2 A

Establish partnerships with established emergency shelters such as ANL's East Valley Men's Center (EVMC) would help men aged 18 and older who are experiencing homelessness by offering emergency shelter for up to 120 days. During this period, residents would be able to engage with EVMC's case managers to secure employment and receive budget support, ensuring they have the necessary resources to successfully access and maintain permanent housing.

Moreover, given that individuals experiencing homelessness can be victims of domestic violence, partnering with ANL's Faith House program—a 24-hour emergency Domestic Violence (DV) shelter—would aid single women and women with children in the West Valley facing homelessness, DV, or other urgent circumstances. Beyond shelter, Faith House provides essential services such as mental health support, employment assistance, childcare, and transportation to facilitate residents in obtaining secure and stable housing. Additionally, a partnership with Eve's Place, located in Peoria, with whom SONAR collaborates with at times to find immediate shelter for individuals experiencing DV, would enable transportation from the client's location to the shelter with the assistance of a mobile DV Unit.

Establish Partnerships with Transitional Shelters – Recommendation 5.2.3 A

Establish a contract with CBI to the Bridge to Shelter program. Despite the City not having a contract with CBI, SONAR conducts navigation services with CBI a few hours a week and it has helped many clients access detox services through CBI's Inpatient Detox located in Avondale. The City can build on its partnership with CBI by establishing a contract that provides Avondale residents priority access to CBI's Bridge to Shelter; a 34-bed transitional shelter. Bridge to Shelter not only provides immediate shelter but also works actively to secure permanent housing solutions for its residents. This program is designed to bridge the gap between homelessness and stable, long-term living arrangements.

Establish Partnerships with Family Shelters – Recommendation 5.2.4 A

As the City forges partnerships with ANL to enhance access to family shelters, it should establish a contractual agreement that designates specific beds for families with children enrolled in Avondale schools. This strategic move aims to mitigate disruptions to the crucial daily routines and support systems for children and families facing homelessness. Furthermore, it serves to diminish the risk of chronic absenteeism among children and youth experiencing homelessness.

Establish Partnerships with Animal Rescue Organization – Recommendation 5.2.5 A

Establish a partnership with Animal Rescue League, Arizona Humane Society, or Sun Valley Animal Shelter to provide basic medical care and vaccinations and possibly temporary shelter for pets of homeless individuals and families.

6. Improving Coordination of Public Safety Responses

Key Point 6.1: Recommendations of Enhanced Roles with Law Enforcement

In Avondale, the approach to stemming homelessness involves a critical, often overlooked asset: the City's police officers. Members of the Avondale Police Department (APD) are not just enforcers of the law; they are a pivotal part of a collaborative effort to address homelessness, working closely with the Homeless Services Division's SONAR team. This partnership highlights a progressive model where law enforcement can work hand in hand with social services, aiming to provide a holistic response to the needs of unsheltered individuals.

Invite APD to Provide Ongoing Insights on Homelessness Policies – Recommendation 6.1.1 A

Given the high level of interaction APD has with the unsheltered homeless population and the nexus among code, local statutes, and laws that police departments enforce, APD can share valuable insights on how barriers, circumstances and unintended consequences play out in the field. In the report "The Police Response to Homelessness," by the Police Executive Research Forum that brought together 250 police chiefs, sheriffs, officers, and other law enforcement partners to identify ways to better respond to persons experiencing homelessness, police identified, for example, how fines intended to curb homelessness only made matters worse for people to become self-sufficient. The report presents numerous promising practices initiated by police departments to address homelessness humanely and effectively.[24]

Explore the Development of a Mobile Crisis Team to Handle Welfare Check Calls – Recommendation 6.1.2 A

A substantial portion of the calls received by APD, which necessitate in-person responses, involve "welfare checks" for unhoused individuals. Typically, these calls are initiated by concerned family members or friends worried about the well-being, health, and living conditions of their loved ones. Additionally, social service providers, healthcare professionals, businesses, and the general public also make these calls.

The proposal involves establishing a Mobile Crisis Team, equipped with human services specialists, to collaborate with the Police. This team would be tasked with swiftly assessing the needs of the individuals involved and making immediate referrals for further assistance at the scene. In the short term, SONAR's Crisis Specialist could be assigned to handle Welfare Checks to help define and evaluate the program's effectiveness and requirements. In the long term, CBI, which already has a mobile crisis team, could be contracted to provide ongoing support for this triage process.

[24] Police Executive Research Forum, "The Police Response to Homelessness," 2018.

Support APD with Resources for Effective Engagement with Avondale's Homeless Population – Recommendation 6.1.3 A

Police officers act as first responders to most unsheltered persons experiencing homelessness. These individuals face multiple challenges, often exacerbated by poverty, substance abuse, and mental/physical health conditions. Given these complexities, internal police departments across the country are developing internal "Homeless Outreach Teams", equipped with the skills to communicate, respond, and apply a problem-solving approach when interacting with persons experiencing homelessness. This strategy has become very beneficial to police departments in communities with high numbers of homeless members. Such teams offer training to all members of the police force responding to calls, and they contribute towards a problem-solving, sensitized organizational culture in addressing homelessness among their fellow officers.[25]

Utilize Insights on Persons Experiencing Homelessness in Policy Discussions – Recommendation 6.1.4 A

"The Police Response to Homelessness," by the Police Executive Research Forum that brought together 250 police chiefs, sheriffs, officers, and other law enforcement partners to identify ways to better respond to persons experiencing homelessness; police identified, for example, how fines intended to curb homelessness only made matters worse for people trying to become self-sufficient. The report presents numerous promising practices initiated by police departments to address homelessness humanely and effectively.[26]

High level of interaction with the unsheltered homeless population in Avondale and the nexus among code, local statutes, and laws that police departments enforce, they can share valuable insights on how barriers, circumstances and unintended consequences play out in the field.

Key Point 6.2: Create Justice System Diversion Program

Individuals experiencing homelessness involved in the justice system lack access to diversion programs in Avondale. These programs could support access to necessary treatment as part of sentences, fine/fee payments, and re-entry into the community, aiming to reduce recidivism and episodes of homelessness and eliminate criminal records that otherwise can make it more difficult to secure permanent housing.

Numerous individuals experiencing homelessness share a common challenge: their involvement with the justice system, whether presently or in their past. During our lived experience surveys, several clients candidly expressed their avoidance of seeking assistance from the police due to outstanding warrants, creating a barrier to accessing crucial support. Data from 23 months of

[25] Id.
[26] Id.

COC APR data for PRM outreach, SONAR, and I-HELP further highlight the issue, illustrating instances where clients' cases were closed to services due to incarceration.

Collaborating with providers offering diversion programs presents a viable solution, allowing clients to address misdemeanors or fines by engaging in rehabilitative and supportive services within transitional programs. This approach is particularly beneficial for clients re-entering the community, effectively reducing recidivism rates and instances of homelessness.

One example of a local diversion program is the Justice System Diversion Program administered by PRM, which directly partners with the courts. Upon receiving a court referral, PRM initiates immediate case management within the courtroom, connecting individuals with necessary medical and mental health clinics. Following their release, clients are further assisted with resources for housing and employment. For those grappling with substance abuse issues, individuals can participate in PRM's Transformations Program which is a residential substance abuse program that can become a vital component of their rehabilitation journey.

By strategically working with diversion programs like the one offered by PRM, the City can address the legal challenges faced by individuals experiencing homelessness and provide a comprehensive pathway toward rehabilitation, housing stability, and sustainable employment. This collaborative approach benefits the individuals involved and contributes significantly to reducing recidivism and homelessness in Avondale.

Establish Partnerships with Criminal Justice System Diversion Programs – Recommendation 6.2.1 A

Diversion programs can support individuals in the criminal justice system to receive needed rehabilitation or treatment services. The City should partner with PRM's Criminal Justice System Diversion program to help individuals receive in-court case management, connections to medical and mental health services, and resources for housing and employment upon release. Furthermore, the diversion program will serve as a feeder to clients participating in PRM's Transformations Program for substance abuse rehabilitation services. ANL also has a re-entry program that provides temporary housing, case management services, and employment support. Collaborating with the Maricopa County Homeless Court at the Human Services Campus (HSC) also provides a beneficial avenue for Avondale residents grappling with homelessness and minor legal issues. Individuals facing potential incarceration due to unpaid fees or petty legal matters can opt for substance abuse or mental health treatment through the court, offering them an alternative to jail time.

Key Point 6.3: Encampment Policy

One area that could benefit from better interdepartmental collaboration is how Avondale responds to encampments. The current encampment policy provides clear guidelines on closure procedures, to ensure that the City doesn't react with clean-up but instead tries to connect

people experiencing homelessness to services. Nevertheless, the IHWG could bolster the policy by clearly defining who determines when the City removes an encampment. Section 111.C, VI.B.1 and Section VIII of the current policy states several entities make determinations on encampments, yet it fails to identify who the decision maker is in this scenario. This ambiguity leads to misinterpretation and frustration among staff.

Encampments: Services Connector. We suggest using encampments to connect an unhoused person with services is key. While Avondale must address encampments' public health and safety concerns and ensure they don't increase in size, it also must prioritize reducing unsheltered homelessness through street outreach and service connections. The encampment policy should require the City to first to provide those experiencing homelessness with the resources and services needed to transition them safely and successfully into emergency shelter options that offer the necessary wraparound services to avoid perpetual displacement.

Clarify the Decisionmaker's in Encampment Policy – Recommendation 6.3.1 A

Currently, several departments and/or administrative individuals may be involved in determining whether an encampment should be removed and deciphering the legal and most humane, effective strategies to do so. Currently, however, there is no one agency responsible for making such a decision or developing guidelines, policies and procedures that should be followed. For example, providing those who will be removed with the resources and services needed to transition them safely and successfully into shelter options that offer the necessary wraparound services to avoid perpetual displacement. The City's encampment policy could be developed by a working group of the IHWG with input from the SONAR Team and the APD who would be called in to assist in enforcing the removal of the encampment. should be considered an opportunity for engagement, not a means of enforcement to achieve success.[27]

Key Point 6.4: Create Needed Climate Response Plan and Coordination Across Departments

The number of extreme heat days is projected to increase due to worsening effects of climate change beyond the now record-setting 19 consecutive days of above-110-degree temperatures experienced in the summer of 2023. Prolonged periods of high temperatures will require more heat mitigation strategies for residents in underserved and historically redlined areas, especially those experiencing homelessness, who face the greatest vulnerability to heat-related illness and death.

Avondale should begin now to align planning and infrastructure around a place-based strategy building on the success of its 2023 Beat the Heat initiative originally conceived by the Police Department, which led to multiple successful encounters to connect people to services. This demonstrates the needs both to respond proactively to this growing problem, and to do so cross-jurisdictionally. The Neighborhood and Family Services Department is now receiving

[27] https://www.policeforum.org/assets/PoliceResponsetoHomelessness.pdf, p. 64.

funding to address this issue, but, ultimately, it requires a citywide response, the City cannot wait for rising temperatures or a climatic disaster to start preparing.

Develop an Extreme Weather Response Plan – Recommendation 6.4.1 A

To bolster its resilience against climate change, the City should adopt a comprehensive Climate Response Plan focused on immediate and long-term strategies. This plan should incorporate practical measures to enhance the City's environmental sustainability and protect its residents from the adverse effects of extreme weather conditions.

The "Implementations Steps'' section of this document lays out an extensive plan for mitigating and managing the City's response to extreme weather.

7. Expanding Supportive Services to Help Move Beyond an Interim Shelter Solution

Key Point 7.1: Increase Basic Needs Services

Scarce local options currently confront individuals and families experiencing homelessness when seeking essential items and provisions for their basic needs. Although Agua Fria offers daily shower services and sack lunches, the absence of a centralized location with flexible hours for consistent daily hot meals and showers poses a significant challenge. The demand for clothing and shoes, especially for children and adults, remains high, and obtaining laundry services, haircuts, and basic supplies entails a lengthy journey to Phoenix.

In the Lived Experience Survey, one woman noted that she can have from a participating clothing shop, one outfit per week and she wears it daily. In the extreme heat of Arizona's summer, this can be uncomfortable and a health issue.

Insights from the Lived Experience Survey underscore the urgency of this situation, with 72 percent of respondents identifying services that provide food, clothing, hygiene kits, and showers as the most helpful services they are not utilizing. This stark reality emphasizes the critical need for enhanced local resources that can comprehensively address the daily needs of those experiencing homelessness. By rallying community support and expanding local services, the City could ensure that individuals and families have convenient access to essential items, promoting dignity and well-being as they navigate the challenging circumstances of homelessness.

Determine a Centralized Basic Needs Location to Consistently Offer Accessible Services – Recommendation 7.1.1 A

Avondale Baptist Church, which already provides various support services, could serve as a central hub for basic needs. This strategy involves enhancing current operations and establishing new partnerships with local organizations like Mission of Mercy Medical Unit, Cloud Covered Sheets Mobile Unit, and Phoenix Rescue Mission. Mission of Mercy provides free medical care, medications, and health education, specifically serving uninsured and underinsured individuals and families. Cloud Covered Sheets Mobile Unit provides access to showers, laundry, clothing, haircuts, and hygiene-daily living supplies to support individuals experiencing homelessness. PRM runs a food bank and mobile food pantry in Glendale that can have a second location at Avondale Baptist Church. Establishing these partnerships to create a weekly central basic needs hub at Avondale Baptist Church addresses the immediate needs of individuals experiencing homelessness.

Key Point 7.2: Increase Health Care Services

The Lived Experience Survey found that 43 percent of individuals experiencing homelessness in Avondale report having a disability, and 44 percent reported a physical health condition. Yet, individuals and families experiencing homelessness confront limited access to local medical providers accepting health insurance coverage through the Arizona Health Care Cost Containment System (AHCCCS) – Arizona's Medicaid agency. SONAR reports spanning 23 months reveal that over 40 percent of clients receiving homelessness supportive services lack health insurance, and more than 50 percent have no income, further narrowing their medical provider options.

These facts create a pressing need for improved healthcare access for those experiencing homelessness. Addressing these challenges is not only a matter of improving health outcomes – it is also crucial for breaking the cycle of homelessness and fostering a more inclusive and supportive community for needy individuals and families. It is also less expensive than the emergency health systems and lessons crowding on urgent needs patients if basic health care is available and accessible. While the Division is working to capitalize on their current partnerships with health providers, there are ways to strengthen existing partnerships further and pursue others.

Decreasing Barriers to Care – Recommendation 7.2.1 A

Not having health insurance is a barrier to care. Sonar could work with health providers to provide care for those insured and uninsured. For example, the City could partner with Valley Wise Community Health Center to provide weekly walk-in hours specifically for clients experiencing homelessness to engage with clients otherwise reluctant to access services or who might struggle with serious mental illness (SMI) that extends beyond what a mobile medical

unit provides. Additionally, the City could partner with the Mission of Mercy Medical Unit at Avondale Baptist church once a week to offer extended hours for clients referred by SONAR and/or other contract providers to obtain free medical care, medications, and health education. The Mission of Mercy also serves uninsured and underinsured individuals and families.

Goodyear has a Maternity Outreach Mobile unit that offers maternity outreach services. Partnering with Goodyear to provide services to residents of Avondale once a month at Avondale Baptist Church, the exact location as Mission of Mercy's Medical Unit, would offer a central mobile health location for individuals and families experiencing homelessness. Meeting clients where they are in the community to provide essential health services is also necessary in providing equitable services to individuals experiencing homelessness.

Additionally, a partnership with Valley Wise or Mission of Mercy would build trust among clients who have been reluctant to attend weekly mobile unit medical services. Either organization could provide staff to conduct weekly outreach with SONAR, creating trust and establishing client relationships. Helping Families in Need also has weekly hours at the Resource Center to provide support with AHCCCCS enrollment.

Key Point 7.3: Substance Abuse Services and Behavioral Health Services Need to Be Increased

Substance Abuse Services

Individuals and families grappling with substance abuse issues not only face the challenge of limited access to local support groups such as AA, Al-Anon, and Nar-Anon but also encounter significant hurdles in connecting to available treatment options, particularly when lacking health insurance. This lack of available treatment options, especially for those without health insurance, makes it more challenging to connect people who are willing to accept treatment to the services they need, contributing to longer periods of homelessness – both chronic and recurring.

Monolingual Spanish-speakers particularly face a scarcity of AA groups conducted in Spanish. Moreover, local outpatient medical providers that offer medication and additional support for substance abuse are accessible primarily to those with insurance, leaving uninsured individuals without essential local outpatient services. The gap in available services becomes evident in inpatient care, where Community Bridges, Inc., (CBI) is the sole provider offering social and medical detox programs for clients, regardless of their insurance status or ability to pay.

Approximately one-third of respondents to the Lived Experience Survey cited substance abuse, mental health issues, or physical health problems as significant barriers to obtaining housing. Another one-third of respondents identified substance abuse as the leading condition contributing to homelessness. Furthermore, 43 percent of survey participants reported having a disability, with almost one-third citing a substance abuse condition.

The lack of available treatment options, particularly for those without health insurance, exacerbates these challenges, hindering efforts to connect individuals and families to the necessary services and prolonging the periods of homelessness they face.

Behavioral Health Services
Access to local outpatient behavioral health services is restricted for individuals and families experiencing homelessness, particularly for counseling, medication, symptom management, and skill-building groups/workshops. Only two organizations provide outpatient services on a sliding-scale fee basis for the uninsured, limiting available services due to financial constraints. Inpatient behavioral services are confined to two local providers, with CBI being the sole entity accepting individuals without insurance or a source of payment.

The limited access to local outpatient behavioral health services, coupled with financial barriers and restricted options for inpatient care, not only hampers the ability of individuals and families experiencing homelessness to receive necessary support but also perpetuates the cycle of unmet mental health needs within this vulnerable population. Addressing these limitations is essential for providing comprehensive and accessible behavioral health services to those in need.

Establish Partnerships with Substance Abuse and Mental Health Service Providers – Recommendation 7.3.1 A

Limited access to local mental health and substance abuse support groups and outpatient services demands partnerships with providers offering comprehensive mental health and substance abuse services. Strategic collaborations can bridge the gaps for uninsured individuals, providing essential support for those struggling with substance abuse and mental illness. Any partnership would need to meet Avondale's own standards, and core values.

We would suggest investigating partnering with providers such as CBI to give Avondale residents priority access to CBI's Inpatient Detox program, Inpatient Psychiatric unit, and Transition Point Program, all locally located at their Avondale center. These three programs provide acute substance abuse and mental health support services for individuals struggling with substance abuse and/or intensive behavior and mental health issues. CBI also offers specialized inpatient substance abuse services for women who are pregnant, homeless, and/or experiencing postpartum depression through its Center for Hope Program in Mesa. Furthermore, CBI is the only local provider that accepts individuals regardless of income and/or insurance status.

To address the gap in outpatient services, Avondale could partner with DENOVA Collaborative Health, located in Avondale, to provide psychiatry and talk therapy services for individuals with behavioral and mental health needs. For uninsured clients, DENOVA offers services at a sliding scale, which the City can subsidize to ensure clients who are obtaining insurance benefits

through the state can still have access to services that support the stability and management of mental health and behavioral needs.

Another option is to build on the inpatient services offered by CBI at the Avondale Center to develop outpatient mental health and substance abuse programming like what they offer Mesa residents. Outpatient programming includes symptom management, skill building, and sobriety support.

8. Getting Persons Experiencing Homelessness Back to Permanent Housing

Key Point 8.1: Increase Accessible and Affordable Transportation Services

While individuals and families experiencing homelessness have been granted access to transportation solutions like WeRide and bus passes offered by PRM and other organizations, persistent challenges underscore a broader issue. WeRide's phone-based booking system, destinations being limited to Avondale, no weekend service, and the $2-per-ride and bag restrictions exemplify the barriers individuals face. An illustrative example is the plight of clients utilizing the Agua Fria food bank, who encounter difficulties returning home due to exceeding the bag limit. For those with physical disabilities or severe mental illness, especially during high-heat seasons, utilizing public transportation becomes a health challenge.

The Lived Experience Survey echoes these challenges, revealing that transportation ranks as the second most critical service needed, just behind basic needs services. Respondents also highlighted transportation as the primary obstacle preventing them from accessing necessary assistance. This reality is not surprising, considering the limitations of the City's local resources. For instance, I-HELP, the sole local shelter, changes its location every night to reduce congregation; this policy becomes a substantial barrier for those who lack income and phones and may need to walk to a center to obtain a bus pass or access a mobile phone to reserve a ride on WeRide.

PRM stands out as the only contract provider explicitly offering transportation services as part of its case management services. SONAR is unable to transport clients itself under current City policy. Coupled with an unclear transportation requirement for ANL and I-HELP, lack of transportation access poses a significant obstacle perpetuating prolonged experiences of homelessness for individuals in Avondale. Opportunities exist for service innovation in this area.

Establish Needed Support for Employment Seekers - Help for the Hurdles – Recommendation 8.1.1 A

Implementing a free or subsidized micro-transit program can provide critical access to essential services. This initiative would allow vulnerable populations to reach healthcare facilities,

employment centers, and locations where they can meet their basic needs more efficiently. WeRide offers an example, albeit limited.

Philadelphia's Office of Homeless Services (OHS) could be a model for Avondale to investigate. It is named "Help for the Hurdles." It is a transportation and childcare initiative to give people living in homeless shelters transportation and childcare to make it easier for them to get jobs.

Make Micro-Transit (WeRide) Free – Recommendation 8.1.2 A

Make Micro-Transit (WeRide) Free for persons experiencing homelessness to access health and behavioral services, employment services, and to address basic needs or provide a defined number of ride vouchers.

Allow Liability Waiver Forms as a Prerequisite to Transport Certain Persons Experiencing Homelessness – Recommendation 8.1.3 A

The City Vehicle Usage Policy (Administrative Policy 12) limits transporting passengers to City employees, persons in an advisory capacity to the City, persons participating in approved City programs (such as Ride-Alongs), and other agency representatives on City business. The policy limits the risk to the City from lawsuits involving negligence as a financial protection since the City is self-insured. However, Avondale should consider how to allow SONAR to transport certain persons experiencing homelessness (e.g., youth, seniors, and domestic violence victims) potentially through a liability waiver form as a prerequisite to use public services the City provides. This will ensure the City can continue to mitigate the risk while also allowing SONAR to help clients access services faster.

Key Point 8.2: Create Robust Re-Employment Services

Homeless for Hire Advocate – Recommendation 8.2.1 A

We recommend that Avondale appoint a Homeless for Hire Advocate. As a best practice, Phoenix recognized that although some of its workforce development employment and training services were open to homeless applicants, barriers prevented them from participating, such as lack of a physical address, cellphone, and work attire. To address these barriers and create more inclusive employment and training programs, Phoenix appointed an advocate to work with their workforce development partners and employers to review program requirements with a homeless lens and propose modifications to improve accessibility.

Tax Credits for Hiring Homeless Individuals – Recommendation 8.2.2 A

The City could consider implementing a program similar to California's Homeless Hiring Tax Credit. This initiative provides financial incentives to employers who hire homeless individuals, including those recently aged out of foster care, by offering tax credits. This proposal not only

benefits the individuals directly affected but also encourages local businesses to participate in social change.

9. Assessment of Interdepartmental Homelessness Response and Operations

Key Point 9.1: Make Community and City Staff Aware of Homeless Services

Despite the data presented earlier showing Avondale's success to date in ameliorating homelessness, slightly more than one-third of city staff responding to the survey were unsure if the City's current approach to homelessness is effective. And while 55 percent of respondents felt the City was promoting resources well, 37 percent weren't sure. During our forums and focus groups with the community and faith-based and community providers, we heard similar responses, with some questioning what the City was doing to address homelessness and others saying that the communication methods, while okay, need improving.

Institute a Single Door Policy or No Wrong Door – Recommendation 9.1.1 A

Implementing a "Single Door" or "No Wrong Door" system could significantly streamline the process for residents seeking assistance. This approach ensures that no matter which agency a person contacts for help, they can access all the services they need without having to navigate a complex and fragmented system of care.

Create a Provider Portal, a One-Stop Connection Resource – Recommendation 9.1.2 A

The City should establish and maintain a comprehensive Provider Portal that serves as a centralized hub for information on available programs, services, and resources in the community. This online platform should include up-to-date details on eligibility requirements, application processes, and contact information for a wide range of social services, housing assistance, workforce development, and other support initiatives. By consolidating this data in a user-friendly, searchable format, the Provider Portal will empower local service providers to quickly identify and connect their clients to the most appropriate resources, streamlining the referral process and improving access to critical aid.

The City should work closely with participating organizations to ensure the Portal's content remains current and accurate and should promote the tool's availability to encourage widespread adoption among the provider networks. Ongoing maintenance and enhancements to the Portal should be budgeted to sustain its long-term value as a vital community resource.

Establish a Full-Time Community Liaison – Recommendation 9.1.3 A

Establish a Full-Time Community Liaison to Engage and Form Relationships with Key Stakeholders such as landlords, developers, businesses, healthcare partners, school liaisons. The low level of survey participation in this project highlighted a community engagement gap. Although a member of the SONAR staff now handles this function among many of her other responsibilities, this role should be a full-time role, at least in the near term, until the City can establish relationships with key stakeholder groups.

Develop a Homeless Community Advisory Board – Recommendation 9.1.4 A

Develop a Homeless Community Advisory Board that can provide a platform for collaboration between community members, local businesses, and organizations focused on actively addressing and improving homelessness within the City. This advisory board can work collectively on initiatives such as developing targeted outreach programs, identifying employment opportunities for persons experiencing homelessness, and fostering partnerships with local businesses to create sustainable solutions. By harnessing the collective expertise of diverse stakeholders, the board can contribute to the design and implementation of effective support systems, advocate for policy changes, and enhance community resources dedicated to homelessness prevention.

Identify Community Networks and Liaisons to Promote Services – Recommendation 9.1.5 A

The City should leverage the robust stakeholder engagement process from its strategic planning efforts to establish a broad coalition of community partners, liaisons, and members with current or past homelessness experience, focused on addressing homelessness. This network should include representatives from local nonprofits, faith-based organizations, businesses, schools, individuals with lived experience, and other key stakeholder groups. By building on the existing public forums and symposiums, the City can bring these diverse stakeholders together on a regular basis to share information, coordinate outreach and engagement efforts, and collectively work towards enhancing community understanding and compassion for those experiencing homelessness.

The community network can serve as a vital conduit for disseminating up-to-date information on available homeless services, programs, and resources to hard-to-reach populations. Designated liaisons from the network can conduct targeted outreach and engagement activities, such as hosting informational sessions, distributing educational materials, and connecting directly with individuals in need. This coordinated, community-driven approach will help raise awareness, reduce stigma, and ensure those experiencing homelessness are aware of and can access the support they require. The City should provide administrative support, facilitate network meetings, and actively participate to foster ongoing collaboration and sustain the initiative over the long term.

Collaborate with Youth Advisory Board on Youth-Led Homelessness Initiatives – Recommendation 9.1.6 A

SONAR should partner with the Youth Advisory Board which currently meets at the Resource Center twice a month to support youth led advocacy and initiatives for youth experiencing homelessness who may feel isolated and/or reluctant to share their experiences with adults and are in need of peer support and safe spaces to socialize and experience normalcy outside of school settings.

Collaborate with the Glendale Homeless Solutions Alliance (GHA) to Explore Opportunities to Work with the Seven Affiliated Organizations – Recommendation 9.1.7 A

These organizations work collaboratively to offer shelter and case management services to individuals and families experiencing homelessness in Glendale, including PRM, a current City contract provider, and CBI and CASS, with whom the SONAR team conducts outreach. GHA has strategically partnered with organizations serving specific target populations, such as those experiencing domestic violence, transitional youth, pregnant women, families, and individuals with substance abuse or mental health needs. In Partnership with Glendale, CASS plans to open a shelter for seniors and individuals with severe mental illness in 2024. These strategic partnerships aim to minimize service duplication and ensure individuals and families have shelter while receiving case management services, supporting a pathway to permanent housing. GHA has also successfully collaborated with CBI and Circle the City to provide mental health, substance abuse, and medical services to individuals experiencing homelessness. Exploring ways that the City can share resources and information with GHA may facilitate the development of a similar alliance to serve individuals and families experiencing homelessness in Avondale. Additionally, it could contribute to GHA's expansion into a regional alliance that includes Avondale.

Collaborate with the Norton and Ramsey Social Justice Empowerment Center (NREC) in Glendale – Recommendation 9.1.8 A

Presently NREC operates a 24/7 Resource Line connecting individuals and families to services in the West Valley. NREC also partners with the Homeless ID Project, Circle the City, and PRM. SONAR should collaborate with NREC to learn about neighboring city resources, facilitate ID acquisition for clients without the need to travel to Phoenix, and improve facilitation to local shelters in Glendale for Avondale residents. Furthermore, SONAR can learn about the structure and management of NREC's 24/7 resource line. This understanding may inform SONAR's evaluation of whether a similar service could benefit Avondale residents and the Police Department during weekends.

Build on Partnership with Valley of the Sun United Way Coalition to Develop Project Connect Events with Neighboring Cities – Recommendation 9.1.9 A

The City of Avondale should leverage its existing partnership with Valley of the Sun United Way Coalition to develop Project Connect Events with the City of Glendale and Surprise who are also part of the coalition, along with organizations like HSC which can increase access to needed medical, identification, legal, and basic need services to Avondale residents experiencing homelessness outside of Phoenix. The City should try to coordinate Project Connect events every 3-4 months, with each City taking turns hosting the event for residents of Glendale, Surprise, and Avondale. This initiative could lead to a West Valley Coalition that can leverage access to a variety of supportive services and the development of a local low barrier shelter for individuals and families experiencing homelessness.

Key Point 9.2: Improve Interdepartmental Communication and Cooperation

Of the 244 respondents to the City department staff e-survey, 65 percent said their department or agency collaborates with other departments, local governments, agencies, or external organizations to address homelessness, with about half rating the collaboration as "good" or "excellent." Still, 57 percent reported greater intergovernmental and external collaboration as a top-three priority in serving those experiencing homelessness. In comparison, 62 percent prioritized funding, financial assistance, and community-based partnerships. So, the desire for even more collaboration exists, especially without adequate resources.

The need for greater coordination and streamlining across various bureaucratic layers and silos can frustrate timely and effective response. It is also ongoing as new processes are created and strengthened. While there seems to be a strong level of staff engagement, many in the City seem unsure as to how their disparate units can best contribute to the internal discussion around, or add value to resolving, the City's homelessness challenges. Most respondents to the City department survey believe that, if homelessness doubles from an average of about 30 individuals per month to 60 – as is likely given the City's growing population – the City will be ill-equipped to meet the rise in need.

Despite the formation of the Interdepartmental Homeless Work Group (IHWG), challenges remain in understanding how to balance responsibility, including between those responsible for enforcement and those responsible for outreach or prevention.

Everyone Interfacing with Homelessness Must be at the Table – Recommendation 9.2.1 A

The Department of Finance and Budget and the Building and Planning Divisions should actively participate in the Interdepartmental Housing Working Group (IHWG) to align their efforts with the City's mission for the Avondale neighborhood. The Finance and Budget team can provide critical data and analysis on housing costs, development economics, and funding sources to inform the IHWG's strategies.

Meanwhile, the Building and Planning Divisions can leverage their expertise in zoning, permitting, and development review to identify regulatory barriers and opportunities to facilitate the production of affordable and diverse housing options in Avondale. By working collaboratively through the IHWG, these departments can develop a coordinated implementation plan that leverages their respective capabilities. This may include initiatives such as establishing targeted development incentives, streamlining the approval process for affordable projects, and exploring innovative financing mechanisms to support the preservation and creation of affordable housing units. Regular communication and data-sharing between the IHWG members will be essential to ensure the City's mission for Avondale is achieved through a comprehensive, cross-functional approach.

Appoint a Homeless Liaison – Recommendation 9.2.2 A

Appoint a Homeless Liaison to improve interdepartmental communication and coordination. This position would work out of the City manager's office and could coordinate with other departments at the leadership level and promote the Homeless Service Division's mission and vision internally and externally to form better community alliances.

Key Point 9.3: AviWise Response

There are many utilization challenges with AviWise that have been described throughout this strategic plan that reduce the ability across multiple responding agencies to coordinate activities, run reports, map locations, and respond to activities within realistic time frames that involve persons experiencing homelessness.

Currently, there are no defined metrics for how tickets in the AviWise government system should be addressed and closed. This lack of clarity leads to inconsistencies, as different departments have unique requirements from the system, often spanning various time periods and objectives. The process of opening and closing tickets is specific to each department's needs, yet this can inadvertently affect other departments. Additionally, the absence of clear guidelines results in tickets being opened or reopened by different departments, contributing to confusion.

Moreover, SONAR occasionally leaves tickets open to avoid the inefficiency of repeated ticket openings. However, this practice creates uncertainty about the impact on performance and response metrics and on the accuracy and reliability of data reporting.

Establishing clear, unified metrics for managing tickets in the AviWise system is essential to enhance cross-departmental collaboration, improve data accuracy, and streamline the ticket lifecycle management.

Work with APD to Establish a Strategic Response Framework for AviWise Tickets – Recommendation 9.3.1 A

This involves defining specific timeframes for SONAR's response to AviWise tickets, detailing the information included in intervention notes, and outlining subsequent steps in case of further client contact. The implementation of clear intervention procedures and tools not only enhances the transparency of SONAR's actions but also fosters collaboration between SONAR and APD. For example, APD and SONAR can adopt a triage tool like the "Enhanced Homeless Community Survey" adopted by The Vacaville Police Department's (California). This tool can help APD and SONAR triage and gather data when responding to the needs of persons experiencing homelessness during their first and subsequent encounters. Below is a table providing examples of the data collected by the survey. Furthermore, this survey can be embedded in AviWise's programming so SONAR and APD can use the tool on their smartphones.

Additionally, to enhance collaboration, monthly debriefing sessions with APD can be incorporated. These sessions can address clients with a high percentage of AviWise tickets, facilitating discussions on optimal ways for both APD and SONAR to support these clients. Furthermore, the sessions can support SONAR and APD in identifying trends in needs or services based on AviWise tickets, fostering continuous improvement in services provided by both external community and internal city providers.

TABLE 17: EXAMPLES OF HOMELESS ENCOUNTER DATA COLLECTED BY LAW ENFORCEMENT

Personal Identifying Information	• Name • Date of Birth • Last Known Address • Social Security Number (where available) • Age, Ethnicity, Gender
Field Interview Data	• Location of the encounter • Basic information about the encounter • Nature of the call or reason for interaction • Where they are currently staying • Actions taken by the officers during the encounter • Any previous interactions with law enforcement • History of arrests, citations, outstanding warrants
Behavioral and Health Assessments	• Assessment of mental health status (if applicable) • Any observed behaviors/conditions relevant to encounter • Drug and/or alcohol use observed and/or reported
Documentation of Needs and Services	• Connection with local resources or shelters • Any expressed needs or requests for assistance • Services offered or recommended by law enforcement • Referrals to social services or shelters
Disposition and Follow-up Actions	• Individual accepted or declined offered services • Follow-up actions required or recommended by officer • Trespass warnings or legal actions

Key Point 9.4: Create Triage Policy for Resource Center Walk-ins

Develop a Triage Policy, Tool, and Schedule for the Arizona Complete Health Avondale Resource Center – Recommendation 9.4.1 A

Establishing a clear walk-in triage policy and tool at the Resource Center will significantly enhance positive community interaction. Delineating when SONAR Team members should conduct triage versus the Resource Center front desk staff ensures that the right staff members provide essential assistance to community members.

Introducing a triage tool, such as a sign-in sheet with a checklist for requested services, streamlines identifying the staff best suited for initial triage. Additionally, implementing a walk-in triage schedule designates specific SONAR Team members and/or Front Desk staff to lead triage during different times of the day, with backup staff available as needed. This structured approach guarantees the immediate availability of staff to triage and assist community members seeking help. Moreover, developing these elements would promote fair distribution of shared responsibilities among SONAR team members, fostering efficiency and equitable workload management.

Key Point 9.5: Create Robust and Thorough Data Collection

Insufficient data collection hampers the understanding and interpretation of trends, service provision, and programmatic needs within Avondale's homelessness services. The lack of standardized data procedures across various service providers poses a significant obstacle to evaluating and understanding the effectiveness of these services. This issue is evident in multiple sources, including Continuum of Care Annual Performance Reports, SONAR Monthly Division Reports, AviWise ticket reports, and expressed confusion within the SONAR team regarding data procedures. While predominantly caused by contract service providers, this challenge extends to the region due to the requirement to use the outdated HMIS system mandated by the County. While direct intervention to address provider performance may be limited, there are steps the City can take to address this issue.

Lack of Clarity and Consistency in HMIS Usage
SONAR and contract providers lack clarity about when to open and close client entries on HMIS, leading to inconsistent data practices. This inconsistency arises from a lack of standardized procedures.

The disparate approaches to opening client entries in HMIS, ranging from the timing of engagements to the duration of interactions, result in an inaccurate representation of the homelessness landscape in Avondale. Monthly division reports derived from HMIS data often underreport the true extent of homelessness, the spectrum of services SONAR provides, and the outcomes of these services. Opening client entries in HMIS is not just a data-entry task: it is

a gateway to fostering collaboration among service providers, facilitating follow-up, and advancing clients toward permanent housing solutions.

Moreover, conducting intakes and opening clients in HMIS is pivotal in determining eligibility for housing programs such as the Rapid Rehousing Program under the Maricopa County Single Coordinated Entry System.

Furthermore, because the Maricopa County Regional Continuum of Care (CoC) uses HMIS data to evaluate programs and future funding, the Homeless Services Division is inadvertently undermining its efforts and ability to seek funding due to inaccurate data on HMIS, despite wanting to create a system that easily records and interprets data.

Avondale can align with broader County initiatives and ensure that clients have equitable access to housing programs by standardizing the procedures for opening client cases.

Equally critical are clear policies and procedures for closing client entries in HMIS. Establishing clear HMIS open/close case policies and procedures is not merely an administrative necessity; it's crucial for accurately assessing the impact and success of services provided. This clarity is essential for well-informed decision-making regarding service prioritization and funding allocation, particularly in the absence of ARPA funds. By addressing this gap, Avondale can improve the effectiveness of its homeless services and contribute to a more comprehensive and strategic approach to addressing homelessness.

Develop a Clear Policy Outlining When a Client Should be Open to HMIS – Recommendation 9.5.1 A

A clear policy will provide a standardized framework for when to document client interactions in SharePoint, and open/close clients in HMIS; ensuring consistency across the SONAR team. This uniformity is crucial for maintaining accurate and reliable client records, reducing the likelihood of data errors, and enhancing the overall quality of data collected. Adherence to this policy will also greatly contribute to the accuracy of data reporting in Monthly Division Reports and Continuum of Care Annual Reports.

Create Consistent Data Quality and Reporting Practices

Discrepancies in case note quality and data reporting, both within SONAR and among contract providers, are causing delays in collecting accurate information, impeding the timely evaluation of homelessness services.

Within the SONAR team, varying levels of detail in case notes stored in SharePoint and HMIS pose challenges. Some lack specificity, failing to outline next steps or follow-up plans, leading to incomplete information and the potential for duplicate client entries, which undermines data accuracy in reports. HMIS has short comings as a data collector system which needs to be balanced with needed accountability.

Continuum of Care Annual Performance Reports frequently cite “data not collected” across categories such as health insurance, history of domestic violence, and income, alongside errors in client counts. Accurate data collection is essential for understanding homelessness trends, securing funding, and ensuring the reliability of reports.

Manual data analysis by SONAR and contract providers is time-consuming and error-prone, with unclear guidance on utilizing HMIS capabilities. Standardized reporting practices are necessary to provide a comprehensive overview of services, identify trends, and target areas for improvement.

Standardize Documentation Templates and Guidelines – Recommendation 9.5.2 A

The SONAR team can develop standardized documentation templates and guidelines for recording client engagements in both HMIS and internal SharePoint. This can foster consistency across the entire team, help inform other team members and external providers on the client’s background and current housing needs, services being rendered, and next steps on how to support the client in obtaining permanent housing. Standardized documentation can also reduce the duplication of clients in SharePoint and HMIS and percentage of “data not collected” in COC APR’s. These templates should include an outline of the necessary fields to complete in an HMIS intake, an outline of case note structure, and timelines for when documentation should be completed.

Establish a Weekly Reporting Schedule for Shelter Utilization – Recommendation 9.5.3 A

We recommend constancy in weekly reporting across the service providers. A weekly reporting schedule allows for a detailed overview of shelter utilization activities and services provided and timely information that can help identify data errors or patterns. This could include weekly reporting of client engagements, outreach hours, top three client needs, top three services rendered, new and closed clients to HMIS, and their corresponding HMIS numbers. Moreover, a reporting schedule promotes transparency and collaboration among outreach providers.

Assist with Collecting and Analyzing Data on HMIS – Recommendation 9.5.4 A

Quarterly training sessions on HMIS data input and reporting for SONAR staff and contract providers will support understanding of how quality documentation not only captures data accurately, but also contributes to a nuanced understanding of service outcomes. Training can also help every team member to proactively cross-check and correct any data discrepancies, also preventing an overreliance on a single team member for data error corrections. By providing ongoing training, the SONAR team and contract providers can enhance internal workflows within their teams and foster a culture of shared responsibility for data accuracy.

Create a Shared Data Collection Platform to Document Engagement with Persons Experiencing Homelessness – Recommendation 9.5.5 A

The current data systems were created for individual divisions within the Avondale Government. SONAR uses the ones available. To have accurate data, and track progress, we recommend creating a shared data system that meets the needs of the new division. In addition, if a shared data collection platform is created, it will be more accurate and less confusing to those using it. Avondale could evaluate the data streams overall, what they are for and their uses to create a more efficient system.

Key Point 9.6: Enhance Data Accuracy and Inclusivity in Monthly Reports

The Monthly Division report serves as a critical tool for capturing a comprehensive understanding of the homelessness landscape, providing essential insights into client counts and other pertinent information. However, its effectiveness is hindered by notable gaps, such as the absence of AviWise reports for 10 out of the 12 months in 2023. This compromises data completeness. Inconsistencies in opening and closing client cases in HMIS further contribute to inaccuracies in System Flow Data and Exit Destination information. Additionally, limitations in HMIS functionality restrict SONAR's ability to report services based on client interactions, posing challenges in assessing dynamic field conditions and service outcomes swiftly.

To enhance the efficacy of the monthly report, it is imperative to determine the most relevant information for a comprehensive snapshot. Incorporating Diversity, Equity, and Inclusion (DEI) data is crucial for identifying potential racial disparities in services, and tracking eviction data enables prompt identification of individuals at risk of homelessness, facilitating early intervention and support. Essential snapshot information should include details about reasons for current homelessness, prior living situations, duration of homelessness, exit destinations from the homelessness system, and instances of returning to homelessness from different housing situations. Adopting such an approach would ensure that the monthly report becomes a robust and informative tool for addressing emerging trends, identifying areas for improvement, and facilitating data-driven decision-making for more effective outcomes.

Demographic Data Collection – Recommendation 9.6.1 A

Expand the monthly division report to include key information such as race, gender, eviction data, history of domestic violence, prior living situation, length of time being homeless, and history of substance or mental illness. This information provides a more detailed and nuanced understanding of the demographics and circumstances of individuals experiencing homelessness and, in turn, facilitates the identification of specific challenges and needs within distinct population groups. Policymakers can leverage this detailed data to design evidence-based policies that address specific challenges faced by distinct demographic groups, enabling a more responsive and targeted approach to homelessness at both the local and systemic levels.

Using Data to Inform the Narrative on Homelessness and the Function of Avondale's Homelessness Response System – Recommendation 9.6.2 A

San Diego, California, has created a monthly report that highlights the number of people entering and exiting the homeless response system to communicate the comprehensive response the City is taking to address homelessness, rather than allow the media to focus on the success or failure of one or two interventions. The system tracks real-time, person-specific data to level-set the narrative, combating public misconceptions and rallying community support around successful solutions.

SONAR could create a public monthly report that would shape the conversation around the efficacy of the work being done to drive any media coverage or interest.

Key Point 9.7: Enhance Monitoring and Review of Performance Metrics

A critical gap exists in consistently monitoring and reviewing performance metrics, despite providers having specified indicators in their contracts. Establishing a structured schedule for periodic reviews with each contract provider, coupled with clear expectations regarding their performance metrics, is essential for fostering accountability and providing timely support.

I-HELP's evident underutilization and failure to meet performance metrics underscores the urgency of proactively addressing performance-related issues. This underperformance, coupled with the inability to redirect funds, puts Avondale at risk of losing funding for temporary shelter; this jeopardizes the City's ability to demonstrate positive outcomes from using ARPA funds for this critical service.

Addressing this issue starts with compliance; in addition, it is a strategic necessity to protect vital funding and guarantee the success of homeless services in Avondale.

Education Providers on Performance Metrics and Establish Regular Progress Report Meetings Every Three Months – Recommendation 9.7.1 A

Educating providers on performance metrics provides them with a comprehensive understanding of the benchmarks and expectations outlined in their City contracts. This clarity empowers providers to align their efforts with organizational goals, enhancing their efficacy in delivering services.

The establishment of regular progress report meetings at three-month intervals also acts as a structured mechanism for ongoing evaluation and improvement. These periodic check-ins with the Homeless Division Manager create dedicated spaces for contract providers to share insights, challenges, and successes. This open dialogue facilitates a culture of continuous improvement, enabling the Homeless Division Manager to support providers and address any emerging issues. Moreover, it ensures that the organization remains agile and responsive to evolving community

needs by adapting strategies in real-time, based on the insights gained from these meetings. Additionally, regular progress report meetings serve as a platform for recognizing and celebrating achievements, boosting morale and motivation among contract providers.

Ensuring the understanding of performance metrics and conducting three-month progress report meetings enhance alignment of services with performance metrics and establish a dynamic feedback loop, fostering a culture of continuous learning, improvement, collaboration, and shared success within the services provided by contract providers.

Key Point 9.8: Increase Training and Support for SONAR Team and Contracted Providers

Our interviews and surveys of Avondale's homelessness services ecosystem indicated an absence of structured opportunities for knowledge-sharing, case review, and collaborative skill-building among SONAR members and contracted providers, including PRM, ANL, and I-HELP. This leaves contract providers unclear as to what services are being provided to a client, what efforts or resources have been pursued or are available, and how to work around various barriers, such as program eligibility requirements or waiting list challenges due to the lack of local resources. For example, the underutilization of the I-HELP shelter over the last 12 months, along with reports of dissatisfaction from clients and providers, illustrates potential communication and service delivery challenges within I-HELP. Bridging the gap in training and support is important for achieving consistent, collaborative, and high-quality service delivery.

Implement Monthly Case Reviews for SONAR and City Contract Providers (I-HELP, PRM, and ANL) – Recommendation 9.8.1 A

A monthly case review led by SONAR can establish a regular forum for sharing valuable insights, addressing challenges, and celebrating successes. Through these sessions, the team can proactively identify emerging trends, needs, and challenges. Additionally, it serves as a platform to discover and discuss new resources and programs, refine engagement strategies for unique client needs, and showcase uplifting victory stories that boost staff morale.

Implement Monthly Training Sessions Through SOLARI and the Maricopa Association of Governments – Recommendation 9.8.2 A

The Division should afford SONAR and contract providers monthly time to engage in online training sessions on critical topics such as trauma-informed care, harm reduction strategies, motivational interviewing, SOAR, HMIS, and other relevant areas. This strategic approach ensures continuous learning, equipping SONAR and contract providers with essential skills to deliver compassionate, high-quality services.

Establish an Outreach Schedule with Providers – Recommendation 9.8.3 A

Currently, SONAR conducts outreach with CBI periodically. SONAR should develop a clear and consistent outreach schedule with the CBI outreach team to help foster rapport and establish steady contact at the CBI detox center, helping streamline admissions. This would support the City as it develops a partnership that prioritizes Avondale residents obtaining inpatient/outpatient mental health and substance abuse services at CBI's Avondale Center.

Sojourner, offering services for survivors of Domestic Violence, also currently conducts weekly hours at the Resource Center. SONAR should develop a clear and consistent outreach schedule with Sojourner's case manager to aid SONAR in identifying patterns or increased needs among clients with a history of domestic violence, a focus area where SONAR and PRM could enhance support. Based on 23 months of COC APR data, 30 percent of clients served by SONAR and PRM have reported a history of domestic violence.

Lastly, ANL's Family Navigator conducts weekly hours at the Resource Center. SONAR should develop a clear and consistent outreach schedule with ANL's Family Navigator to support SONAR in learning about ANL's expansive programs and identifying emerging patterns and needs among families experiencing homelessness. Scheduled outreach hours with CBI, Sojourner, and ANL facilitate collaboration and sharing of information, strengthening, and helping support the expansion of the City's partnerships with key organizations.

Key Point 9.9: Create More Structure and Define Objectives Among Sonar Team

SONAR is a new government division and would benefit from ongoing evaluation of objectives, operations and structure. The SONAR team plays a vital role as navigators, reaching out to the community's hard-to-reach clients and responding to diverse service needs. However, a critical gap exists in the structure and objectives of the SONAR team: in their multifaceted roles, SONAR team members conduct outreach, assist on occasion in triaging walk-ins at the Resource Center, respond to tickets in AviWise (a system for residents to submit service requests and learn more about city services), and engage in education and outreach to internal city departments and external community providers. Despite these responsibilities, no clear operational framework for delivering navigation services exists. This leads to challenges in prioritizing roles and responsibilities and coordinating within the SONAR team, impacting the team's ability to balance diverse job roles effectively. Creating an operational structure that establishes clear policies, documentation practices, and standardized tools will enhance the SONAR team's overall delivery of services and better measure the impact of its interventions in the community.

Implement a Comprehensive Services Pathway (CSP) – Recommendation 9.9.1 A

Implementing a Comprehensive Services Pathway (CSP) could significantly streamline service delivery and improve outcomes for individuals experiencing homelessness. This pathway would incorporate a needs assessment tool and a housing treatment plan for each client, facilitating

precise identification of service needs and optimal resource allocation. Collaborating closely with SONAR and potentially modeling the approach on PRM's successful Street Outreach Contract could provide a robust framework for Avondale's efforts.

Example: PRM's Street Outreach Services Pathway Model

Engagement Phase	Outreach: Build Relationship with client. Provide for immediate needs.	Conduct Initial Needs Assessment and Eligibility on the field within 1st and/or 2nd contact.	Case Management Phase	Conduct HMIS Initial Intake and open client to HMIS.	Develop an individualized housing and service plan that leads to permanent housing.	Develop, secure, and coordinate services for benefits.	Evaluate and monitor client progress.	Close client when able to access stable housing.

Revise Job Descriptions to Optimize Roles and Responsibilities, Emphasizing Critical Tasks for Each Team Member – Recommendation 9.9.2 A

This strategic approach ensures a clear delineation of unique roles, reducing redundancy within the team and enabling a more efficient allocation of time and staff resources.

Key Point 9.10: Clarify Outreach Prioritization and Management

There is no clear structure for how many hours of outreach should be conducted by each staff member and how other staff job responsibilities outside of outreach should be prioritized throughout the week. Despite having various roles including community liaison, community education, and data collecting and reporting responsibilities, the Homeless Services Coordinator and Outreach and Homelessness Solutions Coordinator conduct similar outreach hours as other staff, making it difficult to manage and prioritize other critical duties.

Create a Policy Outlining Navigation Services Provided by SONAR – Recommendation 9.10.1 A

Developing a thorough policy that explicitly specifies the navigation services offered by SONAR and assigning 1-2 dedicated team members to provide navigation services to open clients in HMIS, will help the SONAR team establish a clear framework for its operations. The designated team members can efficiently navigate open HMIS clients to providers who can provide shelter and case management. This approach streamlines roles and responsibilities and delivery of services within the team, enhancing the overall organization and impact of SONAR's efforts in addressing homelessness.

Develop a RASCI Task Allocation Matrix for the SONAR Team – Recommendation 9.10.2 A

RASCI stands for Responsible, Accountable, Supporting, Consulted and Informed. The RASCI method is widely used in project management and organizational roles to clarify responsibilities and improve communication. It is particularly useful in situations where there are multiple

stakeholders involved, and it helps ensure that everyone understands their duties and involvement in a project or process.

This RASCI matrix should include the designated number of hours allocated for each task, aiding in visualizing shared and unique roles within the team. The matrix will also assist in prioritizing and managing individual tasks and responsibilities effectively. It's important to remember that one person could be more than one part of the RASCI Matrix on different tasks within a single project.

Establish Clear Policies and Procedures Prioritizing Various Aspects of the Team's Work – Recommendation 9.10.3 A

Develop robust policies and procedures to strategically prioritize key aspects of the team's work. These should encompass guidelines for client walk-ins at the Resource Center, a systematic method for handling AviWise tickets, a clearly outlined protocol for client intake in HMIS, and the implementation of standardized screening tools and documentation practices. These essential frameworks are integral to establishing a uniform and effective workflow, ensuring consistency, quality service delivery, and facilitating accurate measurement and comprehension of service outcomes.

Key Point 9.11: Create an Ongoing Funding Support Program for All Efforts

Conduct a Government Efficiency Review – Recommendation 9.11.1 A

Avondale should consider a comprehensive budget efficiency review to streamline operations, save jobs, and generate recurring annual savings. These savings could establish a sustainable funding stream for housing production, homelessness response, and other critical initiatives.

Avondale could leverage the efficiency review and dedicate the savings to affordable housing and homelessness initiatives; Avondale can establish a sustainable funding source to address these critical needs. This allows the City to reinvest in its residents and communities without relying solely on external funding or tax increases. Conducting a thorough government efficiency review can be a powerful tool for Avondale to improve fiscal responsibility, optimize service delivery, and generate resources to tackle affordable housing and homelessness challenges comprehensively and long-term.

An efficiency review holds the potential for Significant Savings. Based on Avondale's FY2024 budget, the City could realize up to $9 million in annual savings through this process.

Key Efficiency Review Objectives

- Identify opportunities to streamline operations and reduce redundancies
- Optimize staffing levels and organizational structures to save jobs

- Implement cost-saving measures and process improvements
- Redirect savings to fund affordable housing and homelessness programs

PART SIX: IMPLEMENTATION PLAN

1. Ensuring Avondale Has Enough Housing

Key Point 1.1: Increase Housing Availability and Affordability

Conduct a Housing Needs Assessment – Implementation Plan 1.1.1 B

Creating an implementation plan for a comprehensive housing needs assessment for Avondale involves outlining strategic steps to be taken over different timeframes. This outline will help Avondale systematically gather data, engage expertise, and develop policies to address its housing challenges.

Short-Term Steps (0-2 Years):

- **Pre-Assessment Planning and Resource Allocation.** Form a steering committee comprising city officials, housing experts, and community representatives to oversee the project. Secure funding for the assessment through city budgets, grants, or partnerships. Issue a Request for Proposals (RFP) to hire a consulting firm with expertise in housing market analysis and urban planning.
- **Data Collection and Initial Analysis.** Coordinate with the selected consultancy to define methodologies for data collection, including surveys, focus groups, and use of existing data. Begin comprehensive data gathering on current housing stock, occupancy rates, demographic trends, and conditions of existing housing.
- **Community Engagement.** Organize community workshops and public meetings to gather input and feedback on residents' housing experiences and needs. Launch online platforms for surveys and feedback to reach a broader audience.

Medium-Term Steps (3-4 Years)

- **Detailed Analysis and Projections.** Analyze collected data to identify gaps in housing supply, demographic changes, and future demand projections. Evaluate special housing needs for seniors, residents with disabilities, and other vulnerable groups.
- **Drafting of Housing Needs Assessment Report.** Prepare a draft report detailing current conditions, projected needs, and recommendations for addressing gaps. Solicit feedback on the draft from stakeholders and the public to refine the assessment.

Long-Term Steps (4-5 Years):

- **Strategic Housing Plan Development.** Develop a multi-year housing strategy based on the assessment, focusing on increasing housing stock, improving housing affordability,

and ensuring equitable access. Prioritize initiatives and allocate resources for targeted actions, such as incentivizing affordable housing development and renovating existing properties.

- **Implementation and Monitoring.** Implement the prioritized initiatives, working closely with developers, non-profits, and government agencies. Establish benchmarks and a monitoring system to track progress against the strategic plan's goals and adjust as needed.
- **Continuous Feedback and Update.** Conduct periodic reviews and updates to the housing strategy based on new data and changing conditions. Maintain ongoing community engagement to adapt strategies to meet emerging needs and preferences.

Institute Flexible Zoning – Implementation Plan 1.1.2 B

Short-term Steps (0-2 Years):

- **Zoning Implementation.** Implement revised zoning regulations that permit multiple units on a single lot, following best practices from municipalities like Minneapolis, Minnesota. Ensure that the new zoning regulations are effectively communicated to developers and property owners. This reform should consider factors like setbacks and lot size coverage to ensure compatibility with existing neighborhoods.
- **Housing Affordability Assessment.** Conduct a comprehensive assessment of Avondale's current housing affordability landscape. Identify areas with the most acute affordability challenges and prioritize zoning changes accordingly.

Long-Term Steps (3-5 Years):

- **Land Use Planning.** Conduct strategic land use planning to accommodate diverse housing typologies, including more affordable options. Assess the impact of zoning on housing affordability for future generations and designate land for the development of affordable housing units.
- **Monitoring and Adjustment.** Continuously monitor the effectiveness of flexible zoning policies in increasing housing supply and improving affordability. Make adjustments to zoning regulations as needed based on feedback from stakeholders and evolving housing market dynamics.
- **Community Engagement and Education.** Engage with residents and stakeholders to promote understanding and support for flexible zoning policies. Provide educational resources to property owners and developers on the benefits of diversifying housing options and its positive impact on housing affordability and community resilience.

Preserve Naturally Occurring Affordable Housing – Implementation Plan 1.1.3 B

Short-Term Steps (0-6 Months):

- **Identify At-Risk Manufactured Home Parks.** Collaborate with non-profit organizations and housing agencies to identify manufactured home parks within Avondale that may be at risk of sale or redevelopment. Prioritize parks with a high concentration of naturally occurring affordable housing units.
- **Establish Funding Mechanisms.** Begin exploring funding options and mechanisms to support the acquisition of at-risk manufactured home parks. This may include leveraging existing government resources, seeking grants, or establishing public-private partnerships.

Medium-Term Steps (6 Months -2 Years):

- **Acquisition and Preservation.** Actively pursue the acquisition of identified at-risk manufactured home parks through collaborative efforts between the municipality, non-profits, and other stakeholders. Develop strategies to ensure the permanent affordability and preservation of these housing units.
- **Community Engagement.** Involve residents of manufactured home parks and local stakeholders in the decision-making process of park preservation,

Long-Term Steps (3-5 Years):

- **Maintenance and Expansion.** Invest in infrastructure upgrades, amenities, and community spaces to create a sustainable and desirable living environment for residents. Expand the scope of preservation efforts to include other forms of naturally occurring affordable housing, such as rental properties or older single-family homes.

Work to Obtain More Legal Latitude for the City in Controlling Its Own Development and Housing Production – Implementation Plan 1.1.4 B

Short-Term Steps (0-1 years)

- **Establish an Intergovernmental Relations Team**: Create a team within city government focused on liaising with state legislators, aimed at advocating for modifications in state laws that affect local housing and zoning powers.
- **Assessment and Reporting Compliance**: Comply with the requirements of SB 1162 by conducting comprehensive assessments of Avondale's housing needs. This includes evaluating current land zoning for residential purposes and identifying the necessity for rental and for-sale housing based on population and job growth.

- **Community Engagement**: Conduct community meetings to involve residents in the planning process, ensuring that public input is considered in forming proposals for state legislative changes.

Medium-Term Steps (2-3 years)

- **Legislative Advocacy for Specific Reforms**: Develop and propose specific legislative reforms that grant Avondale greater authority over zoning and housing development, such as permitting accessory dwelling units (ADUs), mandating inclusionary zoning, and implementing development fees that reflect true social costs.
- **Build Regional Partnerships**: Form coalitions with nearby cities and counties to jointly advocate for broader state-level reforms in land use and housing policies, enhancing the impact of these efforts.
- **Initiate Pilot Housing Projects**: Start pilot projects that demonstrate the benefits of new policies such as ADUs and inclusionary zoning, serving as practical examples to bolster legislative support.

Long-Term Steps (4-5 years)

- **Implement New Zoning and Housing Policies**: After securing the necessary legislative changes, focus on implementing the new policies and regulations that align with Avondale's strategic goals for urban development and housing.
- **Continuous Policy Evaluation and Adjustment**: Regularly assess the effectiveness of new housing policies and adjust based on feedback and the evolving needs of the community to ensure they meet intended goals.
- **Promote Sustainable Development:** Incorporate sustainable development practices into new housing initiatives to address environmental sustainability and support the long-term viability of community growth.

2. Increasing Affordable Housing

Key Point 2.1: Spurring Affordable Housing Development

Pursue Mixed-Income Multifamily Development – Implementation Plan 2.1.1 B

Short-Term Steps (0-2 Years):

- **Policy Review and Adjustment.** Review existing zoning ordinances, land use regulations, and development incentives to identify barriers and opportunities for mixed-income development. Explore zoning overlays, density bonuses, and tax incentives to incentivize

developers to include income-restricted units in their projects. Streamline permitting processes to expedite project implementation.

- **Market Analysis and Site Selection.** Conduct a detailed market analysis to identify areas suitable for mixed-income, multi-family development in Avondale. Consider factors such as accessibility to transportation, amenities, employment centers, and existing housing stock diversity. Engage with developers, real estate professionals, residents, and advocacy groups to assess demand and feasibility, and ensure buy-in.

Medium-Term Steps (2-3 Years):

- **Partnership Formation.** Establish partnerships with developers, non-profit organizations, financial institutions, and government agencies to facilitate the financing, construction, and management of mixed-income developments. Collaborate on funding mechanisms, land acquisition, and project implementation strategies. Leverage expertise and resources through public-private partnerships.
- **Incentive Programs.** Develop and implement incentive programs to encourage developers to incorporate income-restricted units in mixed-income developments. Explore options such as density bonuses, tax abatements, expedited permitting, and direct financial assistance. Establish clear criteria, guidelines, and monitoring mechanisms to ensure compliance and effectiveness.
- **Design Guidelines and Standards.** Develop comprehensive design guidelines and standards for mixed-income developments to ensure quality, sustainability, and integration within the community. Consider factors such as architectural diversity, accessibility, green building practices, and amenities. Foster a sense of belonging and community through thoughtful design and placemaking.

Long-Term Steps (4-5 Years):

- **Monitoring and Evaluation.** Establish systems for monitoring and evaluating the impact of mixed-income developments on housing affordability, socioeconomic diversity, and community well-being. Collect data on rental rates, occupancy rates, resident demographics, and neighborhood dynamics to inform decision-making and measure success.
- **Expansion and Replication.** Build upon the success of initial mixed-income developments by expanding the model to other areas of Avondale. Identify additional sites and opportunities for mixed-income development based on evolving needs and priorities. Replicate best practices and lessons learned from previous projects to maximize impact and scalability.

Establish a Voluntary Inclusionary Zoning Policy – Implementation Plan 2.1.2 B

Short-Term Steps (0-1 Years):

- **Policy Development and Legal Review.** Draft a voluntary inclusionary zoning policy tailored to the unique needs and legal context of Avondale. Collaborate with legal experts, housing advocates, and stakeholders to ensure compliance with Arizona state law while maximizing the policy's effectiveness. Review successful voluntary inclusionary zoning programs in other municipalities, such as Flagstaff and Phoenix, for inspiration and lessons learned.
- **Zoning District Designation.** Identify suitable zoning districts within Avondale where the voluntary inclusionary zoning policy can be applied. Consider factors such as proximity to transportation and existing housing stock diversity. Explore options for creating density bonus incentives that encourage developers to include low-income units in their projects.

Medium-Term Steps (2-3 Years):

- **Policy Adoption and Implementation.** Finalize the voluntary inclusionary zoning policy through a transparent and participatory process, incorporating feedback from community members and legal review. Seek approval from the Avondale City Council and officially adopt the policy into the municipal zoning code. Develop clear guidelines and procedures for developers interested in participating in the program.
- **Density Bonus Mechanism.** Establish a robust density bonus mechanism as part of the voluntary inclusionary zoning policy. Determine the criteria and requirements for developers to qualify for density bonuses, such as the percentage of affordable units to be included in the development and affordability thresholds based on area median income.
- **Incentive Adjustment.** Evaluate existing zoning requirements, such as parking minimums and other development standards, that may pose barriers to affordability. Consider waiving or adjusting these requirements to reduce development costs and further incentivize participation in the voluntary inclusionary zoning program.

Long-Term Steps (4-5 Years):

- **Monitoring and Compliance.** Implement monitoring and compliance mechanisms to ensure developers fulfill their commitments under the voluntary inclusionary zoning policy. Establish reporting requirements and tracking systems to monitor the production and affordability of low-income units within market-rate developments. Enforce penalties or incentives to promote compliance with the policy's objectives.

- **Review and Expand.** Conduct periodic reviews and evaluations of the voluntary inclusionary zoning policy to assess its effectiveness and identify areas for improvement. Solicit feedback from stakeholders, residents, and developers to inform policy adjustments and adaptations based on evolving housing market conditions and community needs. Explore opportunities to expand the reach and impact of the voluntary inclusionary zoning policy beyond its initial implementation phase.

Collaborate with the Housing Authority of Maricopa County (HAMC) on Developing Affordable Housing – Implementation Plan 2.1.3 B

Short-Term Steps (0-6 Months):

- **Establish Collaboration Framework**. Initiate discussions and formalize a collaboration framework between Avondale and HAMC to streamline the development of affordable housing projects. Define roles, responsibilities, and communication channels for both parties to ensure effective coordination and cooperation.
- **Site Identification and Assessment**. Task dedicated staff with proactively identifying potential sites for new affordable housing developments within Avondale. Conduct thorough site assessments to evaluate suitability based on factors such as proximity to amenities, transportation, utilities, and community impact. Prioritize sites that align with HAMC's funding criteria and development priorities.
- **Resource Coordination**. Coordinate City resources, including land, funding, incentives, and support services, with County resources available through HAMC. Explore opportunities for joint financing, land acquisition, and project management to maximize efficiency and effectiveness in affordable housing development.

Medium-Term Steps (6 Months to 2 Years):

- **Project Planning and Development**. Collaborate with HAMC to develop comprehensive project plans for identified sites, incorporating input from stakeholders and community members. Utilize Low-Income Housing Tax Credits (LIHTC) financing and Section 8 project-based funds from HUD to support project feasibility and affordability.
- **Community Engagement**. Engage with residents, local organizations, and advocacy groups to solicit input and feedback on proposed affordable housing developments. Address concerns, misconceptions, and stigma associated with affordable housing through transparent communication, education, and outreach efforts. Foster a sense of ownership and collaboration among community members.
- **Policy Alignment**. Review and align local zoning ordinances, land use regulations, and development incentives with HAMC's affordable housing goals and objectives. Consider amendments or revisions to support the expedited approval and implementation of

affordable housing projects while maintaining compatibility with neighborhood character and quality of life.

Long-Term Steps (3-5 Years):

- **Project Implementation and Evaluation**. Facilitate the implementation of affordable housing projects in collaboration with HAMC, overseeing all phases of development from construction to occupancy. Establish monitoring and evaluation mechanisms to track project outcomes, including affordability, occupancy rates, resident satisfaction, and community impact. Use data-driven insights to inform future decision-making and program improvements.
- **Capacity Building and Training**. Invest in capacity building initiatives to enhance staff expertise and competencies in affordable housing development, financing, and management. Provide training opportunities and professional development resources to empower City staff with the knowledge and skills necessary to effectively collaborate with HAMC and other partners.
- **Sustainability and Expansion**. Explore opportunities to expand the scope and scale of collaboration with HAMC beyond individual projects. Identify additional funding sources, innovative financing mechanisms, and partnerships to sustainably fund affordable housing initiatives and address evolving community needs. Advocate for policy changes at the local, state, and federal levels to support affordable housing development and create a more inclusive and equitable housing landscape.

Expedite Review and Approval of Mixed-Use and Multifamily Projects – Implementation Plan 2.1.4 B

Short-Term Steps (0-1 Years):

- **Review Process Evaluation.** Conduct a thorough assessment of Avondale's current development review process, identifying bottlenecks, inefficiencies, and areas for improvement. Analyze data on review timelines, approval rates, and developer feedback to inform targeted reforms.
- **Policy Analysis.** Identify actionable policy changes, and regulatory reforms from best practices from cities like Portland and Los Angeles that have successfully streamlined their development review processes for affordable housing projects.

Long-Term Steps (2-5 Years):

- **Streamline Process.** Simplify and streamline the development review process by eliminating redundant reviews, consolidating permitting requirements, and standardizing application procedures. Establish fast-track review procedures for

affordable housing and shelter projects and set ambitious timelines for review and approval.

- **Capacity Building.** Invest in staff training, technology upgrades, and process improvements to enhance the capacity and effectiveness of city agencies responsible for reviewing development applications. Empower staff with the tools and resources necessary to expedite reviews without compromising quality or compliance.
- **Performance Monitoring.** Establish performance metrics and accountability mechanisms to track the effectiveness of reforms and measure progress in reducing review times and increasing approval rates for affordable housing projects. Regularly report on key indicators to stakeholders and the public to promote transparency and accountability.

Key Point 2.2: Assisting Renter Access to Affordable Housing

Establish Master Leases – Implementation Plan 2.2.1 B

Short-Term Steps (0-1 Years):

- **Policy Development.** Develop policies and guidelines for implementing master leasing agreements with private landlords in Avondale. Clarify the roles and responsibilities of the municipality, landlords, and tenants involved in the master leasing process. Address legal and regulatory considerations, such as fair housing laws and lease terms, to ensure compliance and protect the rights of all parties.
- **Outreach and Engagement.** Establish partnerships with local housing providers, nonprofit organizations, and government agencies and homeless service providers to leverage resources, expertise, and funding opportunities for master leasing initiatives. Conduct outreach efforts to educate private landlords about the benefits of- and provide training on implementation of- master leasing programs, highlighting incentives, such as guaranteed rental income, reduced administrative burdens, and potential tax benefits, to attract landlord participation.
- **Financial Planning and Funding Allocation.** Develop a financial plan to allocate resources and funding for master leasing initiatives in Avondale. Explore federal funding sources, such as Housing Choice Vouchers (Section 8), Emergency Solutions Grants (ESG), and Continuum of Care (CoC) funding, to support master leasing activities. Leverage public-private partnerships and philanthropic investments to supplement municipal resources and maximize impact.

Medium-Term Steps (2-3 Years):

- **Tenant Support Services.** Develop and implement support services for tenants participating in master leasing programs. Offer case management, rental assistance, and housing counseling to help tenants navigate the leasing process, maintain housing

stability, and access additional resources as needed. Foster partnerships with social service agencies and community organizations to enhance tenant support networks.

Long-Term Steps (4-5 Years):

- **Program Evaluation and Expansion.** Establish mechanisms for monitoring and evaluating the effectiveness of master leasing programs in Avondale. Track key performance indicators, such as housing stability, lease retention rates, and tenant satisfaction, to assess program outcomes and identify areas for improvement. Use data-driven insights to inform program adjustments and expansion efforts.

Encourage Shared Housing – Implementation Plan 2.2.2 B

Short-Term Steps (0-6 Months):

- **Regulatory Review.** Conduct a comprehensive review of existing regulations related to shared housing in Avondale, including occupancy standards, zoning limitations, minimum unit size regulations, and bedroom size requirements. Identify regulatory barriers that may inhibit the development and operation of shared housing arrangements.
- **Stakeholder Engagement.** Engage with property owners, tenants, housing advocates, and community members to gather input on shared housing regulations and explore potential solutions.
- **Pilot Program Development.** Develop a pilot program to test shared housing models in Avondale. Collaborate with property owners and tenants to identify suitable properties and establish guidelines for shared housing arrangements. Provide support and resources to participants as they navigate regulatory requirements and address any challenges that may arise.

Medium-Term Steps (6 Months – 2 Years):

- **Policy Development.** Develop and implement clear and consistent policies and guidelines for shared housing in Avondale. Ensure that regulations strike a balance between promoting affordability and ensuring health, safety, and quality of life for residents.
- **Zoning Amendments.** Amend zoning ordinances to accommodate shared housing arrangements and remove regulatory barriers. Allow for greater flexibility in residential zoning districts to permit shared housing as a permitted or conditional use. Consider density bonuses or other incentives to encourage the development of shared housing units.

Long-Term Steps (3-5 Years):

- **Evaluation and Expansion.** Establish mechanisms for monitoring and evaluating the implementation of shared housing regulations in Avondale. Track the number of shared housing units, occupancy rates, tenant satisfaction, and compliance with regulations. Use data-driven insights to assess the effectiveness of policies and identify areas for improvement. Expand the availability of shared housing options across Avondale by incentivizing property owners to participate in shared housing programs. Provide resources, workshops, and informational materials to property owners and tenants interested in exploring shared housing options.

Key Point 2.3: Cultivate Funding for Affordable Housing

Affordable Housing Impact Fees – Implementation Plan 2.3.1 B

Short-Term Steps (0-6 Months):

- **Policy Development.** Develop a comprehensive policy framework for implementing affordable housing impact fees in Avondale. Define clear guidelines and criteria for assessing impact fees on new residential and commercial developments, considering factors such as project size, location, and market conditions. Consult with legal experts, housing advocates, and stakeholders to ensure compliance with state and local regulations.
- **Needs Assessment.** Analyze housing market trends, demographic data, and homelessness rates to understand the scope of the housing affordability crisis in Avondale and inform the development of impact fee structures. Engage with developers, property owners, affordable housing advocates, and community members to gather input and feedback on the proposed affordable housing impact fee program; then build consensus, address concerns, and foster transparency in the policymaking process.
- **Fee Structure Development.** Design a flexible and equitable fee structure that balances the need for affordable housing funding with the economic viability of development projects in Avondale. Consider different fee mechanisms, such as per-unit fees, percentage-based fees, or square footage fees, to capture a fair share of development impacts while minimizing barriers to construction.

Medium-Term Steps (6 Months to 2 Years):

- **Revenue Allocation.** Establish mechanisms for allocating revenue generated from affordable housing impact fees to support targeted housing affordability initiatives. Prioritize investments in workforce housing development, homelessness prevention programs, resident displacement assistance, and anti-gentrification strategies. Develop

transparent processes for fund distribution and monitoring to ensure accountability and effectiveness.

- **Public Outreach and Education.** Launch a public outreach and education campaign to raise awareness about the purpose and benefits of affordable housing impact fees in Avondale.

Long-Term Steps (3-5 Years):

- **Monitoring and Evaluation.** Establish monitoring and evaluation mechanisms to assess the impact of affordable housing impact fees on housing affordability, development patterns, and community well-being in Avondale. Track key performance indicators, such as affordable housing production, housing cost burden, and displacement rates, to measure the effectiveness of the impact fee program over time.

Create a Housing Trust Fund – Implementation Plan 2.3.2 B

Short-Term Steps (0-1 Years):

- **Fund Research.** Evaluate potential funding sources, such as bond issuance, dedicated revenue streams (e.g., sales tax allocation, development impact fees), or city-owned land sales, to seed the Housing Trust Fund.
- **Stakeholder Engagement.** Engage with key stakeholders to solicit input and build support for the establishment of a Housing Trust Fund.
- **Legal and Financial Planning.** Work with experts to develop a robust legal and financial framework for the Housing Trust Fund, including establishing governance structures, eligibility criteria, funding mechanisms, and accountability measures. Ensure compliance with state and local regulations and explore opportunities for leveraging public-private partnerships to maximize the impact of the Fund.

Medium-Term Steps (2-3 Years):

- **Fund Establishment.** Formalize the establishment of the Housing Trust Fund through city ordinances, resolutions, or other legislative mechanisms. Define the mission, objectives, and priorities of the Fund, with a focus on increasing the supply of affordable housing, preventing displacement, and promoting equitable development in Avondale.
- **Resource Mobilization.** Secure initial funding for the Housing Trust Fund through targeted revenue sources identified in the fund research. Consider issuing municipal bonds, allocating a percentage of sales tax revenue, imposing development impact fees, or leveraging city-owned land assets to seed the Fund. Develop partnerships with financial institutions, philanthropic organizations, and private investors to augment public funding.

- **Program Development.** Develop programs to allocate resources from the Housing Trust Fund strategically. Prioritize investments in mixed-income, multifamily development projects, rental assistance programs, homeownership assistance, and housing preservation efforts. Design flexible financing mechanisms, such as low-interest loans, grants, or equity investments, to meet diverse housing needs in Avondale.

Long-Term Steps (4-5 Years):

- **Performance Monitoring and Expansion.** Establish performance metrics and evaluation criteria to assess the impact and effectiveness of the Housing Trust Fund over time. Track key indicators, such as affordable housing production, tenant outcomes, neighborhood stability, and economic opportunity, to measure progress towards achieving housing affordability goals in Avondale. Explore opportunities to expand the scope and reach of the Housing Trust Fund to address evolving housing challenges and opportunities in Avondale.

Raise Airbnb Taxes to Fund Affordable Housing – Implementation Plan 2.3.3 B

Short-Term Steps (0-6 Months):

- **Legislative Review.** Conduct a comprehensive review of existing local tax ordinances and state regulations related to short-term rentals and identify opportunities to amend tax rates and classification codes to increase revenue from short-term rental operations.
- **Engage Stakeholders.** Engage with key stakeholders to gather input, address concerns and build support for raising Airbnb taxes to fund affordable housing.
- **Policy Development and Tax Adjustment.** Develop a policy framework for increasing the local option tax rates on transient lodging (such as Airbnb) and hotels to 4.5 percent. Amend local tax ordinances to increase the tax rates for transient lodging and hotels

Medium-Term Steps (6 Months–2 Years):

- **Revenue Allocation.** Establish mechanisms for allocating revenue generated from increased Airbnb taxes to affordable housing programs and initiatives in Avondale. Prioritize investments in affordable housing development, rental assistance programs, homelessness prevention, and housing affordability incentives for low- and moderate-income residents.

Long-Term Steps (3-5 Years):

- **Performance Monitoring.** Implement a system for monitoring and evaluating the impact of increased Airbnb taxes on affordable housing outcomes in Avondale. Track key performance indicators, such as affordable housing production, homelessness rates,

tenant affordability, and neighborhood stability, to assess the effectiveness of the tax policy change.

- **Policy Evaluation and Adjustment.** Conduct regular reviews of the tax policy, revenue allocation mechanisms, and stakeholder feedback to evaluate their performance and make necessary adjustments over time.

Develop and Foster Community Development and Corporations (CDCs) and Community Development Financial Institutions (CDFIs) – Implementation Plan 2.3.4 B

Short-Term Steps (0-1 Years):

- **Assessment and Planning.** Conduct a comprehensive assessment of Avondale's community development needs, assets, and resources. Identify areas with the greatest need for revitalization and economic development. Engage local stakeholders, including community members, nonprofit organizations, businesses, and government agencies, to gather input and build consensus on priorities.
- **Partnership Development.** Establish partnerships with national organizations like Local Initiatives Support Corporation (LISC) and Enterprise Community Partners to access expertise, technical assistance, and funding opportunities for building community development capacity in Avondale. Explore collaboration opportunities with existing CDCs, CDFIs, and community-based organizations to leverage resources and enhance collective impact.
- **Capacity Building.** Invest in capacity building initiatives to strengthen the skills, knowledge, and resources of local organizations and community leaders to effectively lead and manage CDCs and CDFIs in Avondale. Provide training, workshops, and mentorship programs on nonprofit management, real estate development, financial management, and community organizing to empower grassroots efforts and promote sustainability.

Medium-Term Steps (2-3 Years):

- **CDC Establishment.** Facilitate the establishment of CDCs in Avondale to spearhead community-led revitalization projects and neighborhood redevelopment initiatives. Support the formation of CDC boards, staff recruitment, and organizational development efforts. Provide seed funding, technical assistance, and administrative support to kickstart CDC operations and project implementation.
- **CDFI Formation.** Explore the feasibility of establishing a local CDFI or partnering with existing CDFIs to expand access to fair and responsible financing for underserved communities in Avondale. Conduct a market analysis to assess the demand for CDFI services, identify target populations, and evaluate potential funding sources and revenue streams to sustain CDFI operations.

Long-Term Steps (4-5 Years):

- **Program Implementation.** Implement community development projects and programs led by CDCs and supported by CDFIs to address priority needs identified in Avondale. Focus on affordable housing development, small business assistance, job creation, neighborhood stabilization, and community wealth building initiatives. Monitor project outcomes, measure impact, and adjust strategies as needed to achieve long-term sustainability and success.
- **Resource Mobilization.** Continue to leverage public and private funding sources, including grants, loans, tax incentives, and philanthropic investments, to support CDC and CDFI activities in Avondale. Cultivate partnerships with financial institutions, corporate sponsors, foundations, and impact investors to expand funding opportunities and diversify revenue streams for community development projects.
- **Evaluation and Adaptation.** Conduct regular evaluations of CDC and CDFI performance to assess their effectiveness in achieving community development goals and objectives in Avondale. Solicit feedback from stakeholders, conduct community surveys, and analyze data to measure outcomes, identify areas for improvement, and refine strategies for greater impact and sustainability.

3. Helping Avondalers Keep the Homes They Have

Key Point 3.1: Expand the Jobs Landscape in Avondale

Improve the Jobs Housing Fit – Implementation Plan 3.1.1 B

Short-Term Steps (0-2 Years)

- **Assess Housing and Labor Market.** Conduct surveys to gather data on current housing inventory, affordability levels, and workforce housing needs. Simultaneously, analyze the local job market to identify the gap between wages and housing costs.
- **Incentivize Affordable Housing Development.** Use zoning adjustments: Simplify zoning laws to allow for mixed-use developments and higher density housing near employment centers.
- **Financial Incentives.** Provide tax breaks, streamlined permitting processes, and development fee waivers for projects that include affordable housing units.
- **Support Local Businesses and Start-Ups.** Use grants and loans to offer financial assistance to small businesses and startups that are likely to employ local residents.

- **Training Programs.** Partner with local colleges and trade schools to align educational programs with the needs of local industries, ensuring a skilled workforce that lives locally.

Long-Term Steps (3-5 Years)

- **Expand Public Transportation.** Develop transportation links between residential areas and business districts to enhance connectivity and reduce commuting costs and times.
- **Employment Expansion.** Further develop employment centers and target high-paying industries. Attract businesses in sectors such as technology, healthcare, and green energy that typically offer higher wage jobs.
- **Cluster Development.** Promote the development of business clusters near residential areas to reduce commute times and integrate community services.
- **Regulatory Reforms.** Strengthen tenant rights to prevent displacement, particularly in areas experiencing economic growth and gentrification.

Key Point 3.2: Increase Job Training and Employment Opportunities

Investigate the Program "Change Please" as a Job Creator – Implementation Plan 3.2.1 B

Short-Term Steps (0 – 6 Months):

- **Conduct a Feasibility Study.** Assess the local market demand for baristas, or other jobs, and the potential for integrating a job training program within existing homeless support initiatives.
- **Program Design.** Outline the program's structure, including training curriculums, partnership models with local coffee shops, and the comprehensive support system (housing, therapy, etc.).
- **Local Coffee Shops and Other Businesses.** Engage with local coffee shops and other businesses to secure commitments for training spaces, job placements, and sponsorship.
- **Health and Social Services.** Coordinate with local health and social service providers to integrate services and other support mechanisms into the program.
- **Pilot Program Launch.** Launch a pilot version of the program with a select group of participants to refine the training process and support services.

Long-Term Steps (6 Months – 5 Years):

- **Expand Participant Intake.** Increase the number of participants in the program based on the success of the pilot and available resources.

- **Secure Sustainable Funding.** Establish a mix of funding sources including government grants, private donations, and corporate sponsorships to ensure the program's long-term viability.
- **Full Integration with Local Services.** Fully integrate the program with city homeless initiatives and workforce development projects to create a seamless support network.
- **Advocate for Supportive Policies.** Work with local and state government to advocate for policies that support job training programs for homeless populations.

Increase Job Training Services and Supports – Implementation Plan 3.2.2 B

Short-Term Steps (0-6 Months):

- **Pilot Partnership Program.** Partner with PRM to pilot the Will Work Program locally.
- **Collaborate With St. Joseph the Worker.** Establish a partnership to bring St. Joseph's employment services to Avondale, focusing on integrating their successful job placement framework with local business needs.

Medium-Term Steps (6 Months to 2 Years):

- **Unified Job Resource Center.** Consider establishing a central job training center in Avondale that consolidates services offered by Arizona at Work, PRM, and St. Joseph the Worker, providing a "one-stop-shop" for employment and training services.
- **Integrate with Local Businesses.** Develop partnerships with local businesses to create job opportunities specifically designed for program participants, including apprenticeships and part-time positions conducive to skill-building.
- **Ongoing Case Management.** Ensure continuous case management support to address ongoing challenges faced by participants, such as housing instability or health issues.

Long-Term Steps (3-5 Years):

- **Secure Long-Term Funding.** Identify and secure sustainable funding sources for these employment programs, including federal grants, state subsidies, and private sector partnerships.
- **Advocate for Supportive Employment Policies.** Work with local and state governments to advocate for policies that support employment programs for the homeless, including tax incentives for employing homeless individuals.
- **Evaluate and Scale Successful Programs.** Regularly assess the effectiveness of employment programs and scale up successful initiatives, potentially replicating them in other regions or integrating them into broader state or national initiatives.

- **Comprehensive Workforce Development Strategy.** Develop a comprehensive workforce development strategy that aligns with regional economic goals, ensuring that training programs meet current and future labor market needs.

4. Preventing Eviction

Key Point 4.1: Securing Sustainable Funding for Emergency Rent Assistance

Identify New Funds for Emergency Rent Assistance – Implementation Plan 4.1.1 B

Short-Term Steps (0-1 Years):

- **Immediate Funding Enhancements.** Introduce and implement a tax on short-term rental properties, such as Airbnb and VRBO, which are prevalent in many communities. The revenue generated will be earmarked specifically for emergency rent assistance programs.
- **Local Business Contributions.** Develop a partnership program with local businesses to contribute a fraction of their earnings to the rent assistance fund, potentially in exchange for tax deductions.
- **Enhanced Use of CDBG Funds.** Ensure that all available Community Development Block Grant (CDBG) funds are fully utilized for housing assistance programs. These are federal funds allocated to local governments for community development and could be redirected to support more immediate housing needs.
- **Emergency Fundraising Campaigns.** Launch targeted local fundraising initiatives, such as charity events or community crowdfunding, to address the immediate shortfall in necessary funds.

Medium-Term Steps (2-3 Years):

- **State and Federal Advocacy.** Including lobby for increased state funding, work with state legislators to secure a more substantial allocation from state budgets dedicated to housing stability.
- **Federal Grants and Programs.** Apply for additional federal grants aimed at preventing homelessness and supporting housing affordability. This includes new initiatives under HUD or other related federal agencies.
- **Innovative Financing Models.** Investigate Social Impact Bonds: explore the use of social impact bonds, where private investors provide capital for public projects that yield social benefits, with returns dependent on achieving agreed-upon outcomes.

- **Developer Fees.** Implement or increase developer fees specifically tied to funding affordable housing projects. Fees could be levied on new commercial developments or high-end residential projects.

Long-Term Steps (4-5 Years):

- **Sustainable Revenue Generation.** Including a dedicated property tax levy. Propose and implement a small levy on property taxes dedicated to funding housing assistance programs. This approach would provide a steady, predictable stream of income for rent assistance.
- **Permanent Endowment Fund.** Establish a permanent endowment fund that can generate annual returns used exclusively for emergency housing assistance. This fund could be built through one-time allocations from various sources and grown over time through investments and additional contributions.
- **Rental Market Regulation.** Advocate for state and local legislation that stabilizes rental prices and prevents spikes in housing costs, indirectly reducing the demand for emergency rent assistance.
- **Long-Term Affordable Housing Strategy.** Develop a comprehensive plan that includes not only emergency rent assistance but also long-term solutions for affordable housing, such as incentives for building low-income housing units and preserving existing affordable housing stock.

Rapid Emergency Rental Assistance Program – Implementation Plan 4.1.2 B

Short-Term Steps (0-6 Months):

- **Program Launch and Initial Funding.** Establish AIAP framework. Define the structure, eligibility criteria, and disbursement methods for the Avondale Immediate Aid Program to ensure it addresses the most urgent needs efficiently. Seed Funding Through Local Initiatives. Secure initial funding through city budget allocations, local business contributions, and community fundraising activities to kickstart the program.
- **Community Partnerships and Awareness.** Strengthen community networks. Build partnerships with local nonprofits, faith-based organizations, and community groups to extend the reach and visibility of AIAP.
- **Public Awareness Campaign.** Launch a comprehensive communication strategy to inform residents about AIAP, focusing on accessibility and the application process to ensure those in need can easily access the program.

Medium-Term Steps (6 Months-2):

- **Diversifying Funding Sources.** State and federal grants. Aggressively pursue state and federal grants that can supplement local funding efforts. Engage with state representatives to advocate for regular support under welfare and social service budgets. Leverage corporate social responsibility (CSR) programs for funding partnerships. Encourage local businesses to contribute as part of their CSR initiatives, potentially in exchange for tax incentives.
- **Program Enhancement.** Depending on the initial outcomes and available resources, scale up AIAP to cover more residents and include more comprehensive assistance packages.
- **Enhance Administrative Efficiency.** Invest in technology to streamline application and distribution processes, reducing overheads and speeding up response times.

Long-Term Steps (3-5 Years):

- **Sustainable Financial Mechanisms.** Establish a dedicated fund aimed to establish a dedicated fund for AIAP, possibly through a small levy on city transactions or dedicated sales tax increments. Consider creating an endowment that ensures long-term funding stability, using contributions from major developers and businesses, supplemented by investment returns.
- **Legislative and Policy Advocacy.** Work towards embedding policies that require or encourage financial contributions to AIAP from new business licenses and commercial developments in the city. Align AIAP closely with other social service efforts, such as housing and healthcare programs, to maximize the impact of assistance and create synergies between services.

Engaging Landlords for Eviction Prevention – Implementation Plan 4.1.3 B

Short-Term Steps (0-6 Months):

- **Landlord Liaison Program.** Establish a dedicated position or team within the city government whose primary role is to communicate with landlords and property managers, informing them about city regulations, tenant support programs like emergency rent assistance, and mediation services.
- **Regular Information Sessions.** Organize quarterly forums and workshops for landlords to discuss their concerns, update them on tenant laws and available resources, and educate them on the benefits of mediation over eviction.
- **Temporary Incentive Programs.** Introduce temporary incentives for landlords who participate in city-led mediation efforts and rent assistance programs, such as reduced property taxes or fee waivers.

- **Streamlined Access to Assistance Programs.** Simplify the process for landlords to claim rent assistance on behalf of their tenants, ensuring they can easily access funds without lengthy delays.

Medium-Term Steps (6 Months-2 Years):

- **Landlord Advisory Board.** Create a landlord advisory board that includes representatives from various types of rental properties across Avondale. This board can provide feedback on city policies, suggest improvements, and help disseminate information to the wider landlord community.
- **Partnership Agreements.** Develop formal agreements with property management companies to routinely participate in city-planned tenant support initiatives, including commitment to first attempt mediation in case of rental conflicts.
- **Legal Support Services.** Offer legal consultation services for landlords, particularly small property owners, to navigate tenant laws and mediation processes.
- **Financial Cushions.** Establish a city-funded reserve that landlords can tap into during tenant rent defaults, which is recoverable from tenants over an extended period.

Long-Term Steps (3-5 Years):

- **Ongoing Tax Incentives.** Implement permanent tax relief programs for landlords who maintain low eviction rates and actively participate in city housing stability programs.
- **Recognition Programs.** Develop a recognition program that publicly acknowledges landlords who effectively support tenant stability and contribute positively to the community.
- **Integrated Support System.** Create an integrated system where landlords can get real-time assistance and updates on housing policies, tenant support programs, and mediation services via a dedicated portal.
- **Continuous Education.** Offer ongoing training and certification for landlords on best practices in property management, legal changes, and effective tenant engagement strategies.

Create an Eviction Diversion Program – Implementation Plan 4.1.4 B

Short-Term Steps (0-1 Years):

- **Feasibility Study and Legal Framework.** Conduct a comprehensive legal review to determine Avondale's authority to mandate participation in eviction diversion programs or explore alternative cooperative agreements with Maricopa County Justice Court. Develop the initial framework of the EDP, defining the mediation process, eligibility

criteria, roles and responsibilities of stakeholders, and the connection to rent assistance funds.

- **Pilot Program Development and Launch.** Initiate a pilot EDP targeting a select number of rental properties to refine program mechanics and gauge effectiveness. Focus on integrating community legal aid resources and rent assistance programs.
- **Stakeholder Engagement.** Engage with landlords, tenants, legal representatives, and mediation experts to promote the program and solicit feedback for improvement.

Medium-Term Steps (2-3 Years):

- **Full Program Rollout.** Expand the program to full scale based on the pilot outcomes. Roll out the EDP city-wide with necessary adjustments. Ensure that all rental agreements within Avondale include clauses related to mandatory mediation efforts.
- **Integration with Local Courts.** If direct mandate authority is lacking, work with Maricopa County courts to integrate mediation services formally into the eviction process, promoting them as a preliminary step before proceeding with eviction cases.
- **Enhanced Support Structures.** Increase legal and financial aid. Secure additional funding for rent assistance linked to the EDP and expand legal aid services to support both tenants and landlords through the mediation process.
- **Training Programs.** Implement training sessions for mediators, legal staff, and landlords on effective mediation techniques and legal aspects of evictions and tenant rights.

Long-Term Steps (4-5 Years):

- **Legislative and Policy Advocacy.** Specifically, advocate for changes at the state level to support eviction diversion as a mandatory part of the eviction process across Arizona, based on the success and data collected from Avondale's program.
- **Continuous Improvement Program.** Establish a continuous improvement task force to keep the EDP updated with the latest legal standards and mediation practices.
- **Sustainable Funding and Partnerships.** Creating permanent funding mechanisms: Establish dedicated funding lines in the city budget for EDP operations, including mediation services and rent assistance funds.
- **Strategic Partnerships.** Strengthen partnerships with local nonprofits, legal aid organizations, and real estate associations to enhance the support network available to participants in the EDP.

Subsidize Legal Representation for Tenants – Implementation Plan 4.1.5 B

Short-Term Steps (0-2 Years):

- **Program Design and Pilot.** Create a feasibility study. Conduct a thorough analysis to understand the local needs and potential impacts, including a cost-benefit analysis based on data from similar programs in Phoenix and Cleveland. Then develop a pilot program. Launch a pilot version of the "Avondale Tenant Legal Aid Program" (ATLAP) targeting a small group of eligible tenants based on criteria such as income level and risk of eviction.
- **Funding and Partnerships.** Estimate initial costs based on similar cities; for instance, Phoenix's program could serve as a baseline. If Phoenix spent $200,000 to assist 170 residents, a proportional estimate for Avondale, adjusting for population differences, might initially require around $100,000 to $150,000. Forge partnerships with local law schools, legal aid organizations, and the private sector to provide pro bono services, training, and additional funding.

Medium-Term Steps (2-3 Years):

- **Full Program Implementation.** Expand ATLAP city-wide: Based on pilot outcomes, roll out the program to cover more tenants, incorporating lessons learned and feedback from initial participants. Transition from pilot-phase funding to a more sustainable model, potentially integrating city budget allocations, continued philanthropic support, and state or federal grants.
- **Enhanced Legal and Community Support.** Offer regular workshops and clinics to educate tenants about their rights and responsibilities, aiming to prevent evictions before legal representation becomes necessary. Link ATLAP closely with other social services, such as housing counseling and financial literacy programs, to provide a holistic support system for at-risk tenants.

Long-Term Steps (4-5 Years):

- **Program Institutionalization.** Advocate for local and state legislation to secure a "Right to Counsel" for all tenants facing eviction, ensuring long-term sustainability and funding.
- **Continuous Improvement and Expansion.** Establish a continuous review mechanism to assess the program's effectiveness and scope for expansion or enhancement based on evolving needs.
- **Broad Community Engagement.** Conduct ongoing public awareness campaigns to ensure that tenants are aware of the available legal resources. Strengthen and expand partnerships with universities, private law firms, and national legal aid organizations to enhance the quality and reach of legal services offered.

Arizona Housing Analytics Collaborative (AzHAC) Predictive Modeling – Implementation Plan 4.1.6 B

Short-Term Steps (0-6 Months):

- **Formalize Partnership with AzHAC.** The city should enter into a formal agreement with AzHAC to participate in the predictive modeling initiative. Define roles, contributions, and expected outcomes for all parties involved.
- **Stakeholder Meetings.** Organize meetings with local stakeholders including municipal agencies, social service providers, and community organizations to align on objectives and gather input for the predictive model's development.
- **Data Assessment and Integration.** Collaborate with AzHAC to assess available data sources within Avondale, such as housing, health services, and employment records, and integrate them into the predictive analytics framework.
- **Pilot Project Design.** Design a pilot project to test the predictive tool within Avondale, focusing on specific demographics or neighborhoods based on preliminary data insights.

Medium-Term Steps (6 Months-2 Years):

- **Launch Pilot.** Implement the predictive modeling tool pilot in selected areas of Avondale. Begin comprehensive monitoring of the tool's effectiveness in identifying at-risk individuals and preventing homelessness.
- **Continuous Data Collection.** Ensure ongoing data collection and integration to refine predictive capabilities and outcomes continually.
- **Enhance Community Support.** Develop and implement targeted support programs based on predictive tool insights to provide financial assistance, housing support, and other services to at-risk individuals.
- **Feedback Mechanisms.** Establish feedback channels for participants and stakeholders to continuously improve the program based on real-world input and challenges.

Long-Term Steps (3-5 Years):

- **Comprehensive Evaluation.** Conduct a comprehensive evaluation of the pilot based on predefined metrics such as the reduction in new homelessness cases and improvements in intervention efficacy.
- **Scalable Model Development.** Based on the pilot outcomes, refine and expand the predictive tool to cover more extensive areas of Avondale and potentially other regions in the West Valley.

- **Secure Sustainable Funding.** Identify and secure long-term funding sources, including federal grants and private partnerships, to support the ongoing operation and expansion of the analytics program.

5. Helping People Experiencing Homelessness to Find Temporary Shelter

Key Point 5.1: Decrease Wait Times for Emergency Housing Assistance

Rapid Emergency Funding Assistance – Implementation Plan 5.1.1 B

Short-Term Steps (0-6 Months):

- **Establish AIAP Framework.** Define the structure, eligibility criteria, and disbursement methods for the Avondale Immediate Aid Program to ensure it addresses the most urgent needs efficiently.
- **Seed Funding Through Local Initiatives.** Secure initial funding through city budget allocations, local business contributions, and community fundraising activities to kickstart the program.
- **Strengthen Community Networks.** Build partnerships with local nonprofits, faith-based organizations, and community groups to extend the reach and visibility of AIAP.
- **Public Awareness Campaign.** Launch a comprehensive communication strategy to inform residents about AIAP, focusing on accessibility and the application process to ensure those in need can easily avail of the program.

Medium-Term Steps (6 Months-2 Years):

- **Diversify Funding Sources.** Look into State and federal grants. Aggressively pursue state and federal grants that can supplement local funding efforts. Engage with state representatives to advocate for regular support under welfare and social service budgets.
- **Corporate Sponsorship and CSR Initiatives.** Leverage corporate social responsibility (CSR) programs for funding partnerships. Encourage local businesses to contribute as part of their CSR initiatives, potentially in exchange for tax incentives.
- **Increase Program Capacity.** Depending on the initial outcomes and available resources, scale up AIAP to cover more residents and include more comprehensive assistance packages.
- **Enhance Administrative Efficiency.** Invest in technology to streamline application and distribution processes, reducing overheads and speeding up response times.

Long-Term Steps (3-5 Years):

- **Establish a Dedicated Fund.** Aim to establish a dedicated fund for AIAP, possibly through a small levy on city transactions or dedicated sales tax increments.
- **Endowment Fund.** Consider creating an endowment that ensures long-term funding stability, using contributions from major developers and businesses, supplemented by investment returns.
- **Policy Advocacy.** Work towards embedding policies that require or encourage financial contributions to AIAP from new business licenses and commercial developments in the city.
- **Integrate with Broader Social Services.** Align AIAP closely with other social service efforts, such as housing and healthcare programs, to maximize the impact of assistance and create synergies between services.

Key Point 5.2: Open Local Low-Barrier Temporary Shelter to Support Intensive Case Management

Establish Partnership to Develop a Low Barrier Shelter in Avondale – Implementation Plan 5.2.1 B

Short-Term Steps (0-1 Years):

- **Establish Formal Relationship with Qualified Shelter Provider.** Establish a formal contract between Avondale and CBI to develop a low barrier shelter in Avondale, or other qualified shelter provider. Ensure the shelter has adequate space and facilities to accommodate 30-50 adults and 8-10 families comfortably, along with necessary accommodation for pets. Ensure the shelter has physical accessibility to accommodate clients with limited mobility.

Long-Term Steps (2-5 Years):

- **Service Implementation and Staff Training.** Trauma-Informed Care Training. Provide comprehensive training for all staff on trauma-informed care practices to enhance the quality of service and care provided to the shelter's residents.
- **First Responder and Triage Units.** Fully equip and staff the first responder unit and triage rooms to handle immediate medical and psychological needs effectively.
- **Community Integration and Priority Systems.** Implement a system to prioritize Avondale residents. Formalize admission criteria for individuals with SMI, those in detox recovery, and other vulnerable groups to streamline the intake process.

- **Robust Case Management System.** Develop and implement a detailed case management framework that includes individualized treatment plans outlining client needs, services provided, and criteria for stay extension or termination.
- **Performance Metrics and Outcomes.** Establish clear performance metrics to regularly assess and ensure the effectiveness of services provided, including health improvements and transition to permanent housing.

Establish Partnerships with Emergency Shelters – Implementation Plan 5.2.2 B

Short-Term Steps (0-6 Months):

- **Service Integration.** Develop formal agreements with PRM, ANL, and Eve's Place to integrate their services with Avondale's local efforts. This includes sharing data and resources to streamline service delivery.
- **Emergency Shelter Access.** Expand access to emergency shelters like EVMC and Faith House for Avondale residents, ensuring immediate availability especially in crisis situations.
- **Mobile DV Unit Utilization.** Leverage Eve's Place mobile DV unit to enhance response times and support for domestic violence victims in Avondale, ensuring they receive immediate care and shelter.

Long-Term Steps (6 Months-5 Years):

- **Enhance Shelter Facilities.** Reassess formal agreements with PRM and ANL and expand service offerings based on demand and resource availability to serve more residents from Avondale.

Establish Partnerships with Transitional Shelters – Implementation Plan 5.2.3 B

Short-Term Steps (0-6 Months):

- **Establish Formal Partnership.** Establish a formal contract between Avondale and CBI to enhance the service linkage directly. This includes integrating CBI's transitional shelter services into Avondale's overall homelessness response strategy.
- **Immediate Enrollment Access.** Implement protocols that streamline the process for Avondale residents to gain quick access to CBI's Bridge to Shelter program, reducing wait times and barriers to entry.

Long-Term Steps (6 Months-5 Years):

- **Enhance Shelter Facilities.** Reassess formal agreements with CBI and expand the current 34-bed capacity of the Bridge to Shelter program to accommodate more residents, based on demand and resource availability.

- **Long-Term Funding Strategies.** Secure sustainable funding for transitional shelter operations through local, state, and federal grants, and explore funding through private donations and partnerships.
- **Evaluate and Adapt Programs.** Evaluate and expand CBI's contract based on impact, feedback, and changing needs for local temporary shelter.

Establish Partnerships with Family Shelters – Implementation Plan 5.2.4 B

Short-Term Steps (0-6 Months):

- **Formalize Partnership.** Establish a formal agreement with ANL that includes the designation of a specific number of beds in family shelters exclusively for families with children enrolled in Avondale schools. This will ensure that these children can maintain stability in their education.
- **Immediate Resource Allocation.** Secure initial funding and support to facilitate this designated bed system, including resources for transportation and educational supplies for children.
- **Integration of Services.** Collaborate with ANL to enhance services and programming directly within the shelters for Avondale families. This can include after-school tutoring or digital learning resources, parenting classes, financial literacy workshops, and mental health counseling.

Long-Term Steps (6 Months-5 Years):

- **Capacity Building.** Expand shelter facilities based on the demand and effectiveness of the initial bed designation agreement. Work with ANL to potentially increase the number of beds designated for Avondale families, ensuring that more children and their families can benefit.
- **Enhanced Educational Services.** Collaborate with McKinney Vento Liaisons and local schools to provide comprehensive educational interventions designed to prevent chronic absenteeism and support academic success for children in shelters.
- **Comprehensive Service Integration.** Implement a robust system for monitoring and evaluating the impact of family shelters on children's education and family stability, and adapt strategies as needed to enhance effectiveness.
- **Sustainable Support Systems.** Develop sustainable funding models for the designated family shelter beds, including partnerships with local government, ongoing community fundraising efforts, and federal grants.

Establish Partnerships with Animal Rescue Organization – Implementation Plan 5.2.5 B

Short-Term Steps (0-6 Months):

- **Formalize Partnership Agreements.** select animal rescue organization(s) and define roles, responsibilities, and expectations for both parties regarding the provision of basic medical care, vaccinations, and temporary shelter for pets of homeless individuals and families.
- **Allocate Initial Funding.** Allocate initial funding from the city's budget to support the partnership and cover expenses related to basic medical care, vaccinations, and temporary shelter for pets.
- **Launch Pilot Program.** Start a pilot program with the selected animal rescue organization(s) to provide basic medical care and vaccinations for pets of homeless individuals and families. Monitor the program's progress and gather feedback for adjustments and improvements.

Long-Term Steps (6 Months-5 Years):

- **Evaluate Pilot Program.** assess the success of the pilot program and consider expanding the scope of services offered by the animal rescue organization(s). This may include providing additional resources for temporary shelter or extending medical care services.
- **Sustainable Funding Model.** Develop a sustainable funding model to ensure the long-term viability of the partnership by securing grants.
- **Evaluation and Improvement.** Implement a systematic evaluation process to assess the effectiveness and impact of the partnership over time. Gather feedback from stakeholders and make necessary adjustments or improvements to enhance service delivery.

6. Improving Coordination of Public Safety Responses

Key Point 6.1: Recommendations of Enhanced Roles with Law Enforcement

Invite APD to Provide Ongoing Insights on Homelessness Policy – Implementation Plan 6.1.1 B

(0-5 years):

- Continue to deepen the relationship with APD, including creating time periods throughout the year to sharing best practices, creating a feedback mechanism for any changes to policy and program to gain the benefit of APD's experience in the field.

Explore the Development of a Mobile Crisis Team to Handle Welfare Check Calls – Implementation Plan 6.1.2 B

Short-Term Steps: (0-1 Years)

- **Establish a Mobile Crisis Team.** The Team would be comprised of human services specialists to collaborate with the Police in responding to welfare checks for unhoused individuals. Swiftly assess the needs of individuals involved in welfare checks and make immediate referrals for further assistance at the scene.
- **Assign SONAR's Crisis Specialist to Handle Welfare Checks Initially.** The goal would be to evaluate the program's effectiveness and requirements.
- **Define Protocols.** Utilize the expertise of the Crisis Specialist to define protocols, and procedures for the Mobile Crisis Team.
- **Consider Contracting with CBI.** They already have a mobile crisis team, to provide ongoing support for the triage process of welfare checks.

Long-Term Steps (2-5 Years):

- **Integrate the Mobile Crisis Team into the Standard Response Protocol for Welfare Checks.** This will ensure a consistent and effective approach.
- **Evaluate Efficacy.** Evaluate the effectiveness and efficiency of the Mobile Crisis Team. Over time evaluate its ability to address the needs of unhoused individuals during welfare checks.
- **Mental Health Partnerships.** Establish partnerships with mental health organizations like CBI. The goal would be to provide comprehensive support for individuals experiencing homelessness, including access to psychiatric hospitalizations and other mental health services.
- **Optimize Operations.** Continue to refine and optimize the Mobile Crisis Team's operations. This would be based on feedback, data analysis, and evolving community needs.

Support APD with Resources for Effective Engagement with Avondale's Homeless Population – Implementation Plan 6.1.3 B

Short-Term Steps (0-6 Months):

- **Establish Homeless Outreach Teams (HOTs).** Form specialized Homeless Outreach Teams within APD trained in engaging with homeless individuals, including understanding mental health, substance abuse, and social service systems.

- **Training for All Officers.** Implement a comprehensive training program for all APD members on the complexities of homelessness, focusing on communication, empathy, and problem-solving approaches.
- **Partnerships with Social Services.** Initiate partnerships with local social service agencies, healthcare providers, and homeless advocacy organizations to support police efforts and provide direct referrals.

Medium-Term Steps (6 Months-2 Years):

- **Expand HOTs' Capabilities.** Equip the Homeless Outreach Teams with additional resources, such as access to mental health professionals and crisis intervention specialists, to accompany officers on calls involving homeless individuals.
- **Community Engagement Initiatives.** Develop community engagement programs that involve both the police and the homeless community to foster mutual understanding and reduce stigmatization.
- **Data-Driven Adjustments.** Use data collected from police interactions with the homeless population to refine training programs and develop better response strategies.

Long-Term Steps (3-5 Years):

- **Institutionalize Training and Practices.** Ensure ongoing training and resource allocation for HOTs and general police forces, embedding these practices into the standard operational procedures of APD.
- **Scale Successful Programs.** Based on the effectiveness of initial efforts, expand successful programs and strategies to other precincts or departments within the region.
- **Policy Advocacy.** Leverage the insights and experiences gained from APD's engagement efforts to advocate for broader policy changes that address the root causes of homelessness.

Utilize Insights on Persons Experiencing Homelessness in Policy Discussions – Implementation Plan 6.1.4 B

Ongoing (0-5 years):

- Add to the Agenda of the IHWG Meetings, time for the APD to quarterly offer insights and best practices they gather to support Avondale's unhoused population.

Key Point 6.2: Create Justice System Diversion Programs

Establish Partnerships with Criminal Justice System Diversion Programs – Implementation Plan 6.2.1 B

Short-Term Steps (0-6 Months):

- **Partnership Development.** Establish formal collaboration agreements with PRM, ANL, and the Maricopa County Homeless Court to coordinate diversion and re-entry efforts effectively.
- **Diversion Program Integration.** Integrate PRM and/or ANL's diversion program services into Avondale's criminal justice processes, ensuring eligible individuals receive comprehensive case management and rehabilitation support.
- **Service Coordination and Outreach.** Develop a coordinated case management system that includes representatives from PRM, ANL, and local justice departments to manage cases collaboratively from court through to community reintegration.

Medium-Term Steps (6 Months-2 Years):

- **Expand Program Capacities.** Evaluate contract with PRM and ANL's re-entry housing and employment services and increase the capacity to accommodate higher numbers of referrals from diversion programs based on need.
- **Enhance Legal and Employment Support.** Strengthen partnerships with local employers and legal aid resources to provide robust employment opportunities and legal assistance for re-entry individuals.
- **Develop Specialized Training Programs.** Create training programs for law enforcement and court personnel on the benefits and processes of diversion programs, enhancing their ability to identify eligible participants effectively.
- **Community-Based Support Networks.** Build community support networks that include local businesses, housing providers, and health services to support the holistic needs of individuals exiting the criminal justice system.

Long-Term Steps (3-5 Years):

- **Sustainable Support Mechanisms.** Establish sustainable funding sources for diversion and re-entry programs through state grants, private donations, and federal funding.
- **Policy Advocacy and Development.** Advocate for policies that support the expansion of diversion programs and provide legal protections for re-entry individuals, ensuring they have adequate rights and support during their reintegration process.

- **Evaluation and Adaptation.** Implement a continuous evaluation framework to assess the effectiveness of these programs and adapt strategies as needed to enhance service delivery and client outcomes.

Key Point 6.3: Encampment Policy

Clarify the Decisionmaker's Encampment Policy – Implementation Plan 6.3.1 B

Short-Term Steps (0-6 Months):

- **Shift the Perspective.** From encampment removal from enforcement to engagement for success.
- **Develop a Working Group Within the IHWG.** The goal being to connect those encamped to city services and mitigate law enforcement interaction. The working group will create the City's encampment policy. Identify departments and administrative individuals involved in encampment removal decisions. Establish guidelines, policies, and procedures for humane and effective encampment removal.
- **Gather Input from the SONAR Team and APD on Policy Development.** Ensure provision of resources and services for safe transition into shelter options for those being removed.
- **Service Connector Initiative**: Develop and implement a "Services Connector" program specifically designed to facilitate access to critical services such as healthcare, substance abuse treatment, and mental health counseling for those living in encampments.

Long-Term Steps (6 Months-5 Years):

- **Implement and Refine.** From experience of the implemented encampment policy refine the developed by the working group.
- **Clarify Protocols.** Determine when and how encampments are removed.
- **Establish Sustainable Shelter Options.** Including wraparound services to prevent perpetual displacement.
- **Maintain Collaboration.** Specifically, between relevant departments and agencies.
- **Monitor and Evaluate.** For policy effectiveness, making necessary adjustments.
- **Emphasize Community Engagement.** Including support in addressing homelessness issues.

Key Point 6.4: Develop an Extreme Weather Response Plan

Develop an Extreme Weather Response Plan – Implementation Plan 6.4.1 B

Short-Term Steps (0-1 years):

- **Expand and Formalize the Heat Relief Network.** Expand the network of designated heat relief sites, such as the Resource Center, public libraries, community centers, and senior facilities, ensuring they are well-distributed throughout the city and accessible to vulnerable populations. Equip these sites with adequate resources like water, cooling stations, and medical/social services. Partner with community organizations to raise awareness and encourage utilization of the Heat Relief Network.
- **Establish a Chief Heat Officer.** Create a dedicated position to oversee the development and implementation of a comprehensive heat mitigation plan. Empower the Chief Heat Officer to coordinate cross-departmental efforts and collaborate with community stakeholders.
- **Enhance Health and Medical Services.** Partner with local healthcare providers to deploy mobile medical units during extreme heat events. Ensure these units can provide access to critical services like medication refills, basic medical care, and referrals to longer-term support. Explore opportunities to integrate these services with the Heat Relief Network.
- **Dedicated Emergency Response Funding.** Establish a dedicated fund to provide additional resources and support during dangerous heat waves and other climate-related emergencies. Ensure the fund can be quickly accessed and deployed to meet the immediate needs of affected residents.
- **Enhance Staffing and Outreach.** Increase staffing and training for outreach teams to conduct proactive engagement during extreme heat events. Ensure outreach efforts target marginalized communities and those most at risk. Coordinate with local organizations to leverage their networks and trusted relationships.

Middle Term Steps (2-3 years)

- **Develop Plan for Cool Pavement.** As Avondale repairs its roads and plans its transportation infrastructure, it can install cool pavement to bring down the temperature of city streets. Create a plan to find contractors and develop a cost analysis.
- **Develop a Plan to Increase the Tree Canopy.** Develop a comprehensive urban forestry plan that prioritizes drought-tolerant, heat-resilient tree species. Focus tree planting efforts in underserved neighborhoods to address inequities in heat exposure. Provide incentives and resources to encourage private property owners to plant and maintain trees.

- **Plan for and Increase Green Spaces.** Evaluate land owned by the City and potentially abandoned areas to add to or create new green spaces. These can be converted into city plots or abandoned areas. Especially if it is land that is next to a current park or green space.

Long-Term Steps (4-5 years)

- **Install Cool Pavement.** Implement cool pavement technologies that reflect heat and reduce the urban heat island effect. Prioritize installation in areas with the highest heat exposure and vulnerable populations.
- **Expand Desert-Friendly Tree Canopy.** Move beyond underserved areas for planting the tree canopy. Evaluate the cost and efficacy of the operation in the Middle Phase.
- **Increase Public Green Spaces.** Identify opportunities to convert underutilized land into new parks, community gardens, and other green spaces that can provide cooling benefits and improve quality of life. Implement "greening" initiatives that increase tree canopy, install green roofs, and integrate more vegetation into the urban landscape.

7. Expanding Supportive Services to Help Move Beyond an Interim Shelter Solution

Key Point 7.1: Increase Basic Needs Services

Determine a Centralized Basic Needs Location to Consistently Offer Accessible Services – Implementation Plan 7.1.1 B

Short-Term Steps (0-1 Years):

- **Formalize Partnership and Enhance Infrastructure.** Enter into official agreements with Avondale Baptist Church, Mission of Mercy, Cloud Covered Streets, and PRM to coordinate services and define roles and responsibilities.
- **Enhance Facilities at Avondale Baptist Church.** Work with Avondale Baptist Church in upgrading facilities to support daily hot meal services and install additional shower units to provide hygiene services.
- **Launch Daily Hot Meals.** Start providing daily hot meals at Avondale Baptist Church in collaboration with PRM's food pantry.
- **Integrate Mobile Services.** Schedule weekly visits from Cloud Covered Sheets Mobile Unit to offer laundry services, haircuts, and clothing distributions and Mission of Mercy Medical Unit to provide regular health screenings and treatments.

Medium-Term Steps (2-3 Years):

- **Expand Healthcare Services.** Increase the frequency of visits by the Mission of Mercy Medical Unit and Cloud Covered Sheets Mobile Unit. Ensure that clothing, daily meals, healthcare, and hygiene services are seamlessly integrated and available throughout the week.
- **Community Outreach and Program Enhancement.** Implement targeted outreach programs to inform the community about the available services at the central hub.
- **Feedback Mechanism.** Establish a feedback mechanism to assess the efficacy of the services and identify gaps or areas for improvement.

Long-Term Steps (4-5 Years):

- **Sustainable Funding Model.** Identify and secure long-term funding sources, including grants, donations, and city funding, to maintain and expand the hub services. Advocate for policies that support and potentially mandate centralized services for the homeless and vulnerable populations.
- **Evaluate and Scale Services.** Regularly evaluate the service impact and scalability. Consider replicating this model in other parts of the city or region based on success metrics and community needs.
- **Full-Service Integration.** Fully integrate all basic needs services to provide a one-stop-shop experience for clients, ensuring no gaps in service provision.

Key Point 7.2: Increase Health Care Services

Decreasing Barriers to Care – Implementation Plan 7.2.1 B

Short-Term Steps (0-1 Year):

- **Enhance Service Access.** Partner with Valley Wise to establish specific weekly walk-in hours for homeless clients at their Avondale location, particularly those with SMI.
- **Expand Mobile Unit Services.** Coordinate with the Mission of Mercy to offer hours at the Avondale Baptist Church location, ensuring that these services align with the needs identified by SONAR.
- **Community Outreach and Trust Building.** Develop joint outreach initiatives where staff from Helping Families in Need, Valley Wise or Mission of Mercy accompany SONAR teams to engage directly with the community, building trust and facilitating healthcare access.
- **Health Education.** Integrate health education services within these outreach programs to improve health literacy among the homeless population.

Medium-Term Steps (2-3 Years):

- **Integrate Mobile Health Services.** Partner with Goodyear to incorporate the Maternity Outreach Mobile unit's services into the regular offerings at the Avondale Baptist Church site, creating a comprehensive health service hub.
- **Establish Permanent Mobile Unit Locations.** Formalize the use of Avondale Baptist Church as a central health service point for mobile units, ensuring stability and consistent access for clients.

Long-Term Steps (4-5 Years):

- **Sustainable Health Partnerships.** Secure long-term agreements with Valley Wise, Mission of Mercy, and other relevant organizations to ensure ongoing provision of health services at subsidized rates or for free to uninsured populations.
- **Policy Advocacy.** Advocate for local and state health policies that support mobile health services and expand coverage for homeless and underinsured populations.
- **Comprehensive Service Expansion.** Explore opportunities to add additional services at the mobile health units, such as mental health support, substance abuse treatment, and chronic disease management.
- **Community Health Planning.** Involve community members in planning and feedback sessions to continually adapt health services to meet their needs effectively.

Key Point 7.3: Substance Abuse Services and Behavioral Health Services Need to Be Increased

Establish Partnerships with Substance Abuse and Mental Health Service Providers – Implementation Plan 7.3.1 B

Short-Term Steps (0-1 Years):

- **Formalize Partnerships.** Establish agreements with CBI or other provider whose services meets the needs of the community to give Avondale residents priority access to their comprehensive inpatient services, including detox and psychiatric care.
- **Subsidize Outpatient Services.** Partner with DENOVA to subsidize outpatient services for uninsured residents, ensuring affordability does not become a barrier to accessing care.

Medium-Term Steps (2-3 Years):

- **Service Expansion.** Build on CBI's inpatient services to establish comprehensive outpatient programs at their Avondale center, similar to those offered in Mesa, which would include symptom management, skill building, and sobriety support.

- **Enhance Support for Vulnerable Populations.** Expand specialized services for pregnant women, homeless, and postpartum depression patients through CBI's Center for Hope.
- **Increase Service Locations.** Develop additional facilities and service points for DENOVA and CBI in Avondale to reduce travel barriers for patients and distribute service load effectively.

Long-Term Steps (4-5 Years):

- **Sustainable Funding and Policy Support.** Advocate for and secure state and federal funding to support the expanded substance abuse and mental health services infrastructure. Work with local and state policymakers to create supportive legislation that facilitates comprehensive and sustained mental health and substance abuse care.
- **Holistic Health Programs.** Develop integrated health programs that connect physical health, mental health, and substance abuse services, providing a continuum of care that addresses all aspects of patient well-being.
- **Community Education and Engagement.** Implement community outreach and education programs to destigmatize mental health and substance abuse challenges, encouraging early intervention and continuous care.

8. Getting Persons Experiencing Homelessness Back to Permanent Housing

Key Point 8.1: Increase Accessible and Affordable Transportation Services

Establish Needed Support for Employment Seekers - Help for the Hurdles – Implementation Plan 8.1.1 B

Short-Term Steps (0-6 Months):

- **Customize "Help for the Hurdles" Model.** Conduct a needs assessment to customize the "Help for the Hurdles" model to Avondale's specific challenges, particularly addressing transportation and childcare barriers. Secure initial funding: investigate availability through local government budgets and federal grants.
- **Establish Partnerships.** Partner with public transportation providers and childcare facilities to ensure these services are accessible to participants. Engage with local businesses and create employment opportunities for program participants.
- **Pilot Program.** to test and refine service delivery, adapting to local needs based on feedback. Develop metrics to evaluate the effectiveness of the pilot, focusing on employment rates and rehousing success.

Medium-Term Steps (6 months-2 Years):

- **Program Expansion.** Based on pilot results, expand the program to include more participants and extend services to additional areas in Avondale. Integrate supplementary services such as health care, mental health support, and legal aid as needed by participants.
- **Strengthen Community Support.** Increase public awareness campaigns and engagement initiatives to reduce stigma. Establish a sustainable funding model by diversifying funding sources, including state funding, private donations, and philanthropic grants.

Long-Term Steps (3-5 Years):

- **Program Integration.** Fully integrate the program into Avondale's social services and housing systems to ensure its permanence and scalability. Develop robust pathways from shelters to employment and stable housing, facilitating smooth transitions for participants.

Make Micro-Transit "WeRide" Free – Implementation Plan 8.1.2 B

Short-Term Steps (0-6 Months):

- **Pilot Program Development.** Conduct a feasibility study to identify the most frequented destinations and necessary transit routes for the homeless population, collaborating with local shelters, healthcare providers, and employment agencies to gather data. Formulate partnerships with WeRide or similar micro-transit providers and explore funding opportunities through municipal budgets, grants, or sponsorships to support the pilot program.
- **Launch a Voucher Program.** Introduce a ride voucher system that allocates a certain number of free rides to eligible individuals each month, focusing on accessing healthcare, behavioral services, and employment-related locations.
- **Community Outreach.** Ensure that potential users are aware of the program through outreach efforts at shelters, clinics, and job centers.
- **Identify "WeRide's" Service Limitations.** Identify alternatives to "WeRide" that offer less restrictions. Discuss with "WeRide" its service limitations to ascertain its interest in developing a more robust and supportive policy for the unhoused.

Medium-Term Steps (6 Months-2 Years):

- **Evaluate and Expand.** Based on the pilot's outcomes, refine the program and consider expanding the service to cover additional routes or increase the number of vouchers available per individual.

- **Integration with Other Services.** Integrate the transportation service with local health and employment services, creating a seamless support system that facilitates access to necessary resources.

Long-Term Steps (3-5 Years):

- **Secure Sustainable Funding.** Establish long-term funding strategies to sustain the micro-transit program, including partnerships with state transportation departments and ongoing private sponsorships. Advocate for local and state policies that recognize and financially support transportation programs for the homeless as essential services.
- **Broaden Service Networks.** Evaluate the possibility of extending the program to other vulnerable populations and additional urban areas within Avondale.
- **Continuous Improvement and Adaptation.** Implement regular program reviews to adapt to changing needs and expand services accordingly, ensuring that the program remains effective and responsive to community needs.

Allow Liability Waiver Forms as a Prerequisite to Transport Certain Persons Experiencing Homelessness – Implementation Plan 8.1.3 B

Short-Term Steps (0-6 Months):

- **Review and Revise Vehicle Usage Policy.** Collaborate with legal experts to draft amendments to Administrative Policy 12 that include provisions for transporting designated vulnerable groups under a liability waiver system.
- **Stakeholder Engagement.** Conduct consultations with city officials, legal advisors, insurance providers, and key community stakeholders, including advocacy groups for the homeless, to refine policy details and ensure comprehensive support and understanding.
- **Liability Waiver Formulation.** Develop a legally sound liability waiver form that individuals must sign prior to transportation, detailing the risks involved and the specifics of consent. Initiate a pilot program where SONAR can begin transporting eligible clients under the new policy framework to assess operational feasibility and gather preliminary data on effectiveness and any legal or logistical challenges.

Long-Term Steps (6 Months-5 Years):

- **Evaluate and Expand Transportation Services.** Based on the outcomes of the pilot, expand the transportation services to include more individuals and potentially additional services offered by partners like CBI, focusing on critical needs such as medical appointments, employment opportunities, and shelter relocations.
- **Continuous Improvement Process.** Regularly update and refine the transportation services as part of an integrated approach to service delivery for vulnerable populations.

Key Point 8.2: Create Robust Re-Employment Services

Homeless for Hire Advocate – Implementation Plan 8.2.1 B

Short-Term Steps (0-1 Years):

- **Hire a Homeless for Hire Advocate.** Recruit and appoint a qualified individual to this role with clearly defined responsibilities, including building relationships with stakeholders.
- **Develop Partnerships.** Conduct a comprehensive review of existing workforce development programs to identify current barriers for those experiencing homelessness. Establish partnerships with local businesses, non-profits, and governmental bodies to assist in resource provision (e.g., cellphones, clothing).
- **Implement Quick Wins.** Introduce provisional solutions such as temporary mailing addresses for program applications and basic cellphone communication tools by the end of Year 1. Provide initial batches of work attire through partnerships with local charities and businesses.

Long-Term Steps (2-5 Years):

- **Scale Modifications.** Based on the assessment and initial feedback, expand program modifications to include more comprehensive services such as transportation and extended support services.
- **Evaluate and Expand.** Establish a robust feedback mechanism to adapt to changing needs and environments. Secure sustainable funding sources to maintain the advocate role and associated programs indefinitely.

Tax Credits for Hiring Homeless Individuals – Implementation Plan 8.2.2 B

Short-Term Steps (0-1 Years):

- **Conduct Economic and Social Impact Studies.** Assess the potential economic and social impacts of a homeless hiring tax credit in Avondale, including an analysis of budget implications and benefits.
- **Legislative Drafting.** Work with city attorneys and economic advisors to draft a proposal for a local tax credit ordinance that defines eligibility criteria, credit limitations, and administrative processes.
- **Stakeholder Engagement.** Engage local businesses and community groups. Initiate discussions with local business leaders, chambers of commerce, and homelessness advocacy groups to gather support and refine the tax credit proposal. Gain an understanding from those with lived experience about what support is needed to make this initiative successful.

Medium-Term Steps (2-3 Years):

- **Launch the Tax Credit Program.** Following legislative approval, officially launch the tax credit program with clear guidelines and an easy application process for employers.
- **Employer Workshops and Seminars.** Organize workshops and seminars to educate employers on how to apply for the tax credit, the benefits of hiring homeless individuals, and best practices for supportive employment.
- **Continuous Monitoring.** Establish a monitoring system to track the program's effectiveness, including the number of individuals hired, employer participation rates, and job retention rates among hires.
- **Feedback Mechanism.** Implement a feedback loop with participating employers and employees to identify challenges and success stories, which can be used to adjust and improve the program.

Long-Term Steps (4-5 Years):

- **Evaluate for Expansion.** Evaluate the program's success and potential for expansion, possibly increasing the credit amount or including additional tax benefits for long-term employment.
- **Integrate with Broader Economic Policies.** Integrate the tax credit program into broader city economic development policies and workforce development programs.
- **Sustainable Funding Mechanisms.** Explore sustainable funding options to maintain the program beyond initial funding periods, including partnerships with state and federal employment initiatives.

9. Assessment of Interdepartmental Homelessness Response and Operations

Key Point 9.1: Make Community and City Staff Aware of Homeless Services

Institute a Single Door Policy or No Wrong Door – Implementation Plan 9.1.1 B

Short-Term Steps (0-6 Months):

- **System Design and Partnership Formation.** Convene meetings with local government agencies, non-profit organizations, healthcare providers, and community groups to develop a collaborative framework for the Single Door system. Initial System Design including Outline the structure of the system, including centralized intake processes, shared data platforms, and joint training programs for staff across different organizations.

- **Develop a Pilot Program.** Launch a pilot program that focuses on a specific segment, such as families facing homelessness or individuals with mental health needs, to test and refine the system.
- **Technology Implementation.** Begin the development and implementation of an integrated data management system that allows for the sharing of client information among authorized organizations.

Medium-Term Steps (6 Months-2 Years):

- **Full System Rollout.** Based on the pilot's success, expand the program to include all types of housing assistance and related social services. Integrate services to ensure that services related to healthcare, job training, education, and legal aid are integrated into the system, providing a holistic support network.
- **Community Outreach and System Improvement.** Increase Public Awareness and Implement a comprehensive community outreach campaign to educate the public about the new access system and how to utilize it. Continuous improvement utilizing feedback from system users and service providers to continually improve the intake process and client experience.

Long-Term Steps (3-5 Years):

- **Institutional Support.** Seek to institutionalize the system within local government policies to ensure its longevity and stability. Advocate for state-level policies that support the "No Wrong Door" approach, aiming to secure funding and legislative backing.
- **System Expansion and Scalability.** Explore opportunities to scale the system beyond housing services to other types of community services. Evaluate and expand by regularly evaluating the system's impact and expanding it to include additional resources and services as new needs emerge within the community.

Create a Provider Portal, a One-Stop Connection Resource – Implementation Plan 9.1.2 B

Short-Term Steps (0-1 Years):

- **Establish a Working Group.** Develop a cross-departmental working group to oversee the development and launch of the Provider Portal.
- **Social Service Inventory.** Conduct a comprehensive inventory of all social service programs, including housing assistance, workforce development, and other relevant community resources. Gather detailed information on each program, including eligibility criteria, application processes, contact details, and any other key requirements.

- **Technical Interface.** Design a user interface and functionality of the online Portal, ensuring it is intuitive and easy to navigate. Develop the technical infrastructure to host and maintain the Portal, including a content management system for regular updates.
- **Gather Feedback.** Engage with local service providers to gather feedback. To support the Portal's design and features to meet their needs.

Medium-Term Steps (2-3 years):

- **Launch the Provider Portal.** Launch the Provider Portal and promote its availability to the local service provider network.
- **System Implementation and Integration.** Implement a user registration and authentication system. This will allow providers to access additional features and functionality. Integrate the Portal with existing client referrals and case management systems to enable seamless information-sharing.
- **Training and Technical Support.** Provide Service providers will need help to effectively utilize the Portal.
- **Update Program.** Establish a regular cadence for updating program. Updates will add information and new resources to the Portal.

Long-Term Steps (4-5 years):

- **Evaluation.** Conduct periodic evaluations to measure the Portal's impact, specifically on improving service coordination and client outcomes. Monitor user feedback including usage data to identify opportunities for Portal enhancements
- **Portal Expansion.** Consider expanding the Portal's capabilities to allow providers to submit program updates directly, automate referral processes, or incorporate a client self-service component. Also, explore integrating the Portal with a centralized client intake, including assessment systems to further streamline access to services.
- **Secure Resources.** Secure dedicated funding and staffing resources to ensure the long-term sustainability and growth of the Provider Portal

Establish a Full-Time Community Liaison – Implementation Plan 9.1.3 B

Short-Term Steps (0-1 Years):

- **Conduct Research and Needs Assessment.** Thoroughly research best practices and successful models for community liaison roles in similar cities. Assess the specific needs and priorities for Avondale in terms of stakeholder groups to engage, such as landlords, developers, businesses, healthcare partners, school liaisons, and community organizations.

- **Develop a Comprehensive Job Description.** Craft a detailed job description outlining the roles, responsibilities, qualifications, and desired skills for the Community Liaison position. Emphasize strong communication, relationship-building, and community outreach abilities.
- **Allocate Funding and Secure Resources.** Identify and secure the necessary funding and resources to support a full-time Community Liaison position, including salary, benefits, and operational expenses.
- **Recruit and Hire the Right Candidate.** Conduct a thorough recruitment process to attract and hire the most qualified candidate for the Community Liaison role, with a focus on individuals with proven experience in community engagement and stakeholder relationship management.

Medium-Term Steps (2-3 Years):

- **Develop a Comprehensive Engagement Strategy.** Work with the Community Liaison to develop a comprehensive community engagement strategy that outlines specific goals, target stakeholder groups, outreach methods, and measurable objectives.
- **Establish Partnerships and Collaborations.** Leverage the Community Liaison's expertise to establish strong partnerships and collaborations with key stakeholders, such as landlords, developers, businesses, healthcare providers, schools, and community organizations.
- **Implement Targeted Outreach Initiatives.** Based on the engagement strategy, implement targeted outreach initiatives and programs to foster meaningful connections and relationships with stakeholders, addressing their concerns and needs.
- **Evaluate and Refine Strategies.** Continuously evaluate the effectiveness of the community engagement strategies and outreach initiatives, gathering feedback from stakeholders and making necessary refinements to improve outcomes.

Long-Term Steps (4-5 Years):

- **Expand the Community Liaison Team.** Depending on the success and growth of the community engagement efforts, consider expanding the Community Liaison team by adding additional staff members or volunteers to support the increasing workload and outreach initiatives.
- **Establish a Dedicated Community Engagement Office.** Explore the feasibility of establishing a dedicated Community Engagement Office within the city administration, with the Community Liaison serving as the lead coordinator and facilitator for all community outreach and stakeholder engagement efforts.
- **Develop Sustainable Funding Mechanisms.** Identify and pursue sustainable funding mechanisms, such as grants, partnerships, or dedicated budget allocations, to ensure the

long-term viability and growth of the Community Liaison role and associated community engagement initiatives.

- **Continuously Evaluate and Adapt.** Regularly evaluate the impact and effectiveness of the Community Liaison role and community engagement efforts, adapting strategies and approaches as needed to address evolving community needs and priorities.

Develop a Homeless Community Advisory Board – Implementation Plan 9.1.4 B

Short-Term Steps (0-6 Months):

- **Convene a meeting to discuss the formation of a Homelessness Advisory Board (HAB).** The HAB will be modeled after the Allegheny County HAB. Determine the structure, membership, and responsibilities of the Avondale HAB, ensuring it includes representatives from diverse backgrounds and areas of expertise.
- **Establish the Homelessness Advisory Board (HAB).** Identify and engage key stakeholders in Avondale, including the city government, local nonprofit organizations, and representatives from the Continuum of Care serving the area to be a part of it.
- **Formalize the establishment of the Avondale HAB.** Define its role in advising the city on policies, programs, and initiatives related to homelessness.
- **Develop the HAB's Initial Action Plan.** Based on Avondale's Homeless Resolution Strategy Report, establish subcommittees or working groups within the HAB to focus on specific areas, such as outreach, data analysis, and service coordination. Develop a short-term action plan for the HAB, outlining key initiatives, timelines, and responsibilities for each subcommittee. Engage the broader community, including residents, businesses, and other stakeholders, to raise awareness and gather input on the HAB's efforts.

Medium-Term Steps (6 Months-2 Years):

- **Implement the HAB's Action Plan.** Execute the initiatives outlined in the HAB's short-term action plan, monitoring progress and adjusting as needed.
- **Strengthen Partnerships and Collaboration.** Strengthen partnerships and collaboration between the HAB, the city government, local nonprofits, and the Continuum of Care to ensure a coordinated approach to addressing homelessness. Expand the reach and impact of the HAB's efforts by engaging with additional community stakeholders and leveraging new funding sources or resources.
- **Review and Update.** Regularly review and update the HAB's action plan to address evolving needs and emerging trends within the Avondale homeless population.

- **Enhance Data Collection and Analysis.** Improve the HAB's data collection and analysis capabilities to better understand the scope and characteristics of homelessness in Avondale.
- **Collaborate with Local Service Providers.** Collaborating with local service providers and the Continuum of Care will enable the establishment of a comprehensive data-sharing system and ensure the HAB has access to relevant and up-to-date information.
- **Data-Based Decisions.** Utilize data-driven insights to inform the HAB's decision-making. Use this also for resource allocation, and the development of targeted interventions.
- **Regular Reporting.** Regularly report on the HAB's progress, including the impact of its initiatives, communicating successes and challenges to the community.

Long-Term Steps (3-5 Years):

- **Evaluate and Refine Approach.** Conduct a comprehensive evaluation of Avondale's HAB's performance, assessing the effectiveness of its initiatives and the overall impact on the local homeless population. Identify areas for improvement and implement necessary changes to the HAB's structure, processes, and priorities to enhance its effectiveness. Explore opportunities to expand the HAB's scope and influence, potentially by advocating for increased funding, resources, or policy changes at the city or county level. Develop a long-term strategic plan for the HAB, ensuring its efforts are aligned with the city's broader goals and the evolving needs of the homeless community.
- **Promote Sustainability and Scalability.** Secure sustainable funding sources and partnerships to support the ongoing operations and initiatives of the Avondale HAB. Explore opportunities to share the Avondale HAB model with other municipalities, potentially creating a network of collaborative advisory boards to address homelessness on a regional or statewide scale.

Source: https://www.alleghenycounty.us/Services/Human-Services-DHS/DHS-Advisory-Boards/Homeless-Advisory-Board

Identify Community Networks and Liaisons to Promote Services – Implementation Plan 9.1.5 B

Short-Term Steps (0-6 Months):

- **Leverage Stakeholder Engagement Process from Strategic Planning Efforts.** Establish a broad coalition of community partners and liaisons. Including representatives from local nonprofits, faith-based organizations, businesses, schools, etc. Bring stakeholders together regularly to share information and coordinate efforts.
- **Utilize Existing Public Forums for Engagement.** Coordinate outreach and engagement efforts to enhance community understanding and compassion.

Long-Term Steps (6 Months-5 Years):

- **Maintain and Sustain the Established Community Network.** Continue regular meetings and collaboration among stakeholders. Provide administrative support to the network.
- **Facilitate Ongoing Coordination and Communication.** Foster ongoing collaboration between the city and community partners. Ensure sustainability of the initiative over the long term.

Collaborate with Youth Advisory Board on Youth-Led Homelessness Initiatives – Implementation Plan 9.1.6 B

Short-Term Steps (0-6 Months):

- **Partnership Initiation.** SONAR should initiate a partnership with the Youth Advisory Board. Develop outreach efforts and youth-led initiatives that can enhance support and services tailored to the unique needs of homeless youth, empowering them to navigate challenges and access resources effectively.

Long-Term Steps (6 Months-5 Years):

- **Partnership Consolidation.** Consolidate the partnership between SONAR and the Youth Advisory Board. Establish sustainable programs and initiatives that address the underlying causes of youth homelessness, promote long-term stability, and foster positive outcomes for vulnerable youth in the community.

Collaborate with the Glendale Homeless Solutions Alliance (GHA) to Explore Opportunities to Work with the Seven Affiliated Organizations – Implementation Plan 9.1.7 B

Short-Term Steps (0-6 Months):

- **Establish Partnership with Glendale Homeless Solutions Alliance (GHA).** Connect with GHA representatives to learn more about their structure, member organizations, and the services they provide to individuals and families experiencing homelessness.
- **Formalize Collaboration with GHA.** Establish a formal partnership agreement or memorandum of understanding between Avondale and the GHA, outlining the scope of collaboration, shared responsibilities, and expected outcomes.

Medium-Term Steps (6 Months-2 Years):

- **Collaboration.** Identify areas for collaboration, including sharing resources, coordinating outreach efforts, and exploring how Avondale's services and initiatives could potentially align with or complement the work of the GHA and its affiliated organizations. For example, coordinating outreach efforts and information-sharing between the SONAR team and GHA's affiliated organizations. Exploring opportunities for resource-sharing,

joint funding applications, or co-hosting events. Collaborating on the development of a regional homelessness strategy that includes Avondale

- **Enhance Avondale's Homelessness Support Services.** Explore the possibility of Avondale contracting with additional GHA member organizations, such as CASS, to provide specialized services or shelter options for specific target populations. Ensure coordination and information-sharing between Avondale's homelessness support initiatives and the services offered by GHA and its partners.

Long-Term Steps (3-5 Years):

- **Establish a Regional Homelessness Alliance.** Work with GHA to explore the feasibility of expanding the alliance to include Avondale and potentially other neighboring municipalities, creating a regional homelessness alliance. Collaborate with GHA and the new regional partners to develop a comprehensive, coordinated strategy for addressing homelessness across the broader geographic area.
- **Joint Initiatives.** Identify opportunities for shared resources, joint funding initiatives, including the development of specialized services or facilities that can serve the needs of individuals and families experiencing homelessness throughout the region.
- **Policy Changes.** Advocate for Policy Changes, including funding allocations, and other support from local and state governments to sustain and enhance the regional homelessness alliance.
- **Evaluation.** Gather feedback from service providers, individuals experiencing homelessness, and other stakeholders to identify areas for improvement and refinement. Utilize data-driven insights to guide the ongoing development and optimization of the collaborative initiatives, ensuring they remain responsive to the evolving needs of the local and regional homeless populations.

Collaborate with the Norton and Ramsey Social Justice Empowerment Center (NREC) in Glendale – Implementation Plan 9.1.8 B

Short-Term Steps (0-6 Months):

- **Resource Line Collaboration.** Initiate collaboration with NREC to gain insights and potentially integrate Avondale's service offerings into the 24/7 Resource Line, ensuring Avondale residents have immediate access to this support network.
- **Identification Services.** Partner with the Homeless ID Project through NREC to facilitate ID acquisition for Avondale residents locally, reducing the need for travel and expediting access to services.

- **Integrated Health Services.** Expand collaboration with Circle the City to provide localized health services in Avondale, potentially setting up periodic health clinics or mobile health units.
- **Shelter and Housing Collaborations.** Strengthen relationships with PRM and other local shelters to ensure seamless referral and support systems for housing services.
- **Knowledge Exchange and Training.** Including a Best Practices Workshop: Conduct workshops focusing on best practices in social service delivery, leveraging insights from NREC's operations and partnerships.

Medium-Term Steps (6 Months-2 Years):

- **Operational Learning.** Arrange training and knowledge exchange sessions between SONAR staff and NREC operators to understand the structure and management of the 24/7 resource line, evaluating its applicability to Avondale's context.
- **Development of Local Resource Line.** Based on the learnings from NREC, develop a similar 24/7 resource line tailored to Avondale's specific needs, possibly in collaboration with local law enforcement to provide support during weekends and off-hours.

Long-Term Steps (3-5 Years):

- **Institutionalize Resource Line Services.** Establish the Avondale-specific resource line as a permanent city service, with dedicated funding and integration into citywide emergency and non-emergency response plans.
- **Policy Development.** Advocate for local and state policies that support the sustainability of social service infrastructures like the resource line and ID projects, ensuring long-term viability and support.
- **Comprehensive Service Integration.** Continuous Improvement and Expansion: Continuously evaluate the service impact and expand programs to meet emerging needs, ensuring the system remains responsive and effective.

Build on Partnership with Valley of the Sun United Way Coalition to Develop Project Connect Events with Neighboring Cities – Implementation Plan 9.1.9 B

Short-Term Steps (0-6 Months):

- **Partnership Development.** Initiate discussions with Valley of the Sun United Way Coalition, City of Glendale, and City of Surprise to formalize partnerships for hosting Project Connect Events. Define roles, responsibilities, and expectations for each partner.
- **Event Expansion.** Evaluate the success of the initial Project Connect Events and consider expanding the frequency to every 3-4 months as planned. Work with partner cities to

rotate hosting responsibilities, ensuring equitable access to services for residents across Glendale, Surprise, and Avondale.

- **Service Enhancement.** Enhance the range and quality of services offered at Project Connect Events by identifying additional service providers and resources to address the diverse needs of individuals experiencing homelessness. Explore partnerships with healthcare providers, legal aid organizations, and educational institutions to broaden the scope of services.
- **Community Engagement.** Launch community engagement initiatives to raise awareness about Project Connect Events and increase participation from residents and volunteers. Collaborate with local businesses, faith-based organizations, and community groups to promote the events and foster a sense of collective responsibility for addressing homelessness in the West Valley.

Long-Term Steps (3-5 Years):

- **Coalition Establishment.** Formalize the collaboration between Avondale, Glendale, and Surprise by establishing a West Valley Coalition dedicated to addressing homelessness. Develop a memorandum of understanding (MOU) outlining the coalition's goals, governance structure, and funding mechanisms.
- **Service Integration.** Integrate services provided at Project Connect Events with existing support systems and resources available in the West Valley. Coordinate with local government agencies, nonprofit organizations, and community stakeholders to create a seamless network of assistance for individuals and families experiencing homelessness.
- **Low Barrier Shelter Development.** Explore the feasibility of establishing a local low barrier shelter for individuals and families experiencing homelessness in the West Valley. Conduct needs assessments, site evaluations, and community consultations to identify suitable locations and secure funding for shelter construction and operation. Collaborate with coalition partners to ensure the shelter meets the diverse needs of its residents and aligns with the broader goals of the West Valley Coalition.

Key Point 9.2: Improve Interdepartmental Communication and Cooperation

Everyone Interfacing with Homelessness Must be at the Table – Implementation Plan 9.2.1 B

For an effective collaboration between the Department of Finance and Budget, the Building and Planning Divisions, and the Interdepartmental Housing Working Group (IHWG) in the Avondale neighborhood, here's an implementation plan that spans short term to long term initiatives:

Short Term Steps (0-6 Months):

- **Integration into IHWG.** Ensure the Department of Finance and Budget and the Building and Planning Divisions are fully integrated into the IHWG, attending all meetings and contributing to all discussions.
- **Data Collection and Sharing.** Establish a robust mechanism for the regular exchange of data on housing costs, development economics, and zoning impacts between departments.
- **Initial Policy Review.** Conduct an initial review of current zoning, permitting, and financial policies that affect housing development to identify immediate opportunities for improvements.

Medium-Term Steps (6 Months-2 Years):

- **Regulatory Reform Initiatives.** Based on initial reviews, implement targeted reforms in zoning and permitting processes to facilitate the development of affordable housing.
- **Development Incentives.** Work collaboratively within the IHWG to design and launch development incentives that encourage private sector investment in affordable housing.
- **Pilot Projects.** Initiate pilot projects to test the effectiveness of new policies and incentives, adjusting strategies based on the outcomes.

Long-Term Steps (3-5 Years):

- **Scaling Successful Initiatives.** Evaluate the success of pilot projects and scale up effective policies and incentives across Avondale.
- **Ongoing Policy Optimization.** Continue to refine and enhance zoning laws, development policies, and financial mechanisms to maximize the production of diverse housing options.
- **Sustainable Financing Structures.** Develop and implement innovative financing mechanisms that ensure the long-term sustainability of affordable housing projects.

Appoint a Homeless Liaison – Implementation Plan 9.2.2 B

Short-Term Steps (0-1 Years):

- **Create a Homeless Liaison Position Within the City Manager's Office.** Develop a clear job description outlining the roles, responsibilities, and desired qualifications for the Homeless Liaison. Initiate the hiring process to fill the Homeless Liaison role. Identify key internal departments and external stakeholders for the Homeless Liaison to coordinate with.

Medium-Term Steps (2-3 Years):

- **Establish Communication Channels Between the Homeless Liaison and Internal Department Leaders.** Organize regular interdepartmental meetings for the Homeless Liaison to promote the Homeless Service Division's mission and vision. Identify opportunities for improved coordination and collaboration between departments on homeless-related initiatives. Establish external partnerships and alliances with community organizations, service providers, and stakeholders.

Long-Term Steps (4-5 Years):

- **Maintain and Strengthen Interdepartmental Coordination Through the Homeless Liaison's Efforts.** Continuously evaluate and refine the Homeless Service Division's mission, vision, and strategies based on input from internal and external stakeholders. Leverage established partnerships and alliances to enhance service delivery and address homelessness more effectively. Explore opportunities for joint initiatives, resource sharing, and collaborative problem-solving with community partners. Evaluate the need for additional support staff or resources for the Homeless Liaison based on the workload and coordination requirements.

Key Point 9.3: AviWise Response

Work with APD to Establish a Strategic Response Framework for AviWise Tickets – Implementation Plan 9.3.1 B

Short-Term Steps (0-6 Months):

- **Define Specific Timeframes.** To support better data collection and SONAR's response to AviWise tickets to ensure timely assistance. Detail intervention notes to include comprehensive information about client interactions and needs. Outline subsequent steps in case of further client contact to provide continuity of support.
- **Implement Clear Intervention Procedures.** Specifically, tools to enhance transparency and collaboration between SONAR and APD.
- **Adopt Triage Tool.** Adopt a Triage tool like the "Enhanced Homeless Community Survey". This will aid in data collection during encounters.
- **Embed Survey Tool.** Embed the survey tool in AviWise's programming. This will allow easy access by SONAR and APD, enabling seamless data collection.
- **Monthly Debriefing.** Incorporate monthly debriefing sessions with APD. This will enable the teams to discuss clients with a high percentage of AviWise tickets. Facilitate discussions on optimal ways for both APD and SONAR to support these clients during debriefing sessions.

Long-Term Steps (6 Months-5 Years):

- **Sustain the Implementation of Clear Intervention Procedures.** In addition, tools for ongoing transparency and collaboration. Continue using the triage tool to gather data and improve responses to homelessness. Enhance the integration of the survey tool into AviWise's programming for seamless data collection.
- **Maintain Monthly Debriefing Sessions.** With APD to identify trends and improve services. Foster continuous improvement in services provided by external community and internal city providers based on debriefing session insights.
- **Evaluate and Refine Intervention Procedures.** Along with tools based on long-term outcomes and feedback to ensure effectiveness and relevance. Adapt intervention strategies to evolving needs and developments in addressing homelessness within the community.

Key Point 9.4: Create Triage Policy for Resource Center Walk-Ins

Develop a Triage Policy, tool, and schedule for the Arizona Complete Health Avondale Resource Center – Implementation Plan 9.4.1 B

Short-Term Steps (0-6 Months)

- **Needs Assessment and Stakeholder Engagement.** Conduct an initial assessment to understand the current challenges and needs of the Resource Center in handling walk-ins. Engage with stakeholders including SONAR Team members, front desk staff, and community representatives to gather insights and requirements for the triage system.
- **Development of Triage Policy.** Draft a triage policy that clearly defines roles and responsibilities for both SONAR Team members and front desk staff. Include guidelines on how to handle different types of walk-ins, prioritization of cases based on urgency, and protocols for emergency situations.

Medium-Term Steps (6 Months-2 Years):

- **Update the Triage Tool**. Continue to create a more comprehensive tool as new ways to support the unhoused become available.
- **Creation of Triage Tool.** Design a triage tool that could include a digital sign-in sheet with a checklist for clients to indicate the type of assistance they need. Ensure the tool is easy to use and includes prompts to guide staff in quickly identifying the appropriate team member for triage.
- **Triage Schedule Setup.** Develop a detailed walk-in triage schedule that assigns specific times for SONAR Team members and front desk staff to handle triage duties. Include backup staff scheduling to cover for absences or high-traffic periods.

- **Training and Implementation.** Train all relevant staff on the new triage policy and how to effectively use the triage tool. Roll out the triage policy and tool, starting with a pilot phase if necessary to refine processes based on real-world feedback.
- **Feedback Collection and Policy Refinement.** After initial implementation, collect feedback from both staff and community members on the effectiveness of the triage system. Make necessary adjustments to the policy, tool, and schedule based on feedback to better meet the community and staff's needs.

Long-Term Step (3-5 Years):

- **Monitoring and Continuous Improvement.** Establish ongoing monitoring mechanisms to assess the efficiency and effectiveness of the triage system. Regularly review and update the triage policy, tool, and schedule to adapt to changing needs and to improve service delivery.
- **Documentation and Reporting.** Keep detailed records of triage outcomes and any issues encountered during the triage process. Prepare regular reports for management and stakeholders to demonstrate the impact of the triage system on improving community support and staff workload management.
- **Consider Using Technology.** A digital sign-in sheets or a basic triage app will enhance the speed and accuracy of the triage process. In addition, allow for better data collection.

Key Point 9.5: Create Robust and Thorough Data Collection

Develop a Clear Policy Outlining when a Client Should be Open to HMIS – Implementation Plan 9.5.1 B

Short-Term Steps (0-6 Months):

- **Develop the Policy.** Draft a comprehensive data entry and management policy for opening and closing clients to HMIS. This policy should outline clear protocols for opening/closing, updating, and maintaining client records.
- **Define Standards and Protocols.** Include detailed standards for data accuracy, timeliness, and completeness.
- **Staff Training and Feedback.** Implement extensive training programs for all HMIS users on the new data entry policy to ensure understanding and compliance.

Long-Term Steps (6 Months-5 years):

- **Expand Implementation.** Roll out the data entry policy across all HMIS-participating agencies in Avondale. Ensure every data entry point is covered under the new protocol to maintain uniformity and data integrity.

- **Monitor and Update.** Establish ongoing monitoring mechanisms to regularly assess data quality and policy adherence. Use audits and user feedback to identify areas for improvement. Schedule regular reviews to adapt to new technological advancements, changes in data standards, or shifts in service strategy.

Standardize Documentation Templates and Guidelines – Implementation Plan 9.5.2 B

Short-Term Steps (0-1 Years):

- **Assess Current Practices.** Conduct a thorough review of existing documentation practices to identify variances and areas for improvement.
- **Develop Standardized Templates and Guidelines.** Create unified documentation templates and detailed guidelines that address how to record client engagements, assessments, and service plans. These templates should be designed to capture essential data in a structured format that feeds both HMIS and SharePoint effectively. Workshop the template with key stakeholders to refine the policy based on real-world application and feedback.
- **Staff Training.** Implement comprehensive training sessions for all staff members on the new documentation standards. Ensure that training includes practical exercises to familiarize staff with the templates and guidelines.
- **Pilot Testing.** Roll out the new templates and guidelines in a controlled pilot phase to selected teams or service areas to refine the tools based on real-world usage and feedback.

Long-Term Steps (2-5 Years):

- **Regular Reviews and Updates.** Establish a routine schedule to review and update the documentation templates and guidelines to respond to new service requirements or changes in data reporting standards.
- **Quality Control Mechanisms.** Implement quality control checks to ensure compliance with the documentation standards and the accuracy of the data entered into HMIS and SharePoint.

Establish a Weekly Reporting Schedule for Shelter Utilization – Implementation Plan 9.5.3 B

Short-Term Steps (0-6 Months):

- **Create Standardized Reporting Templates.** Develop reporting templates that will be used for weekly reporting. These should include sections for client engagements, outreach hours, top client needs, services rendered, and updates on new and closed clients, along with their HMIS numbers.

- **Define Reporting Protocols.** Establish clear protocols and guidelines for how and when reports should be submitted, who reviews them, and how the data should be used strategically.
- **Provider Training Sessions.** Conduct training sessions for all contracted providers to ensure they understand the reporting requirements, how to use the templates, and the importance of timely and accurate data submission.

Long-Term Steps (6 months-5 Years):

- **Refine Reporting Processes.** Continuously refine reporting processes to address any issues related to data quality or timeliness and to incorporate new needs or insights that emerge from ongoing operations.

Assist with Collecting and Analyzing Data on HMIS – Implementation Plan 9.5.4 B

Short-Term Steps (0-1 Years):

- **Quarterly Training.** Implement quarterly training sessions on HMIS data input and reporting: This training would be targeted for SONAR staff and contract providers. Include, emphasizing the importance of quality documentation in accurately capturing data and understanding service outcomes. Train team members to proactively cross-check and correct data discrepancies. Enhance internal workflows within the SONAR team and contract providers. Foster a culture of shared responsibility for data accuracy through ongoing training. Adapt training content to evolving needs and developments in data management practices.
- **Shared Responsibility.** Prevent overreliance--specifically on a single team member for data error corrections.

Long-Term Steps (2-5 Years):

- **Continuously Reinforce the Importance of Quality Documentation.** Specifically in data accuracy and service outcome understanding. Institutionalize proactive cross-checking and correction of data discrepancies.
- **Evaluation.** Monitor and evaluate the effectiveness of training including programs for continual improvement.

Create a Shared Data Collection Platform to Document Engagement with Persons Experiencing Homelessness – Implementation Plan 9.5.5 B

Short-Term Steps: (0-1 Years)

- **Develop a Shared Data Collection Platform.** The goal being to document engagement with persons experiencing homelessness (PEH) across multiple responding agencies.

- **Address Utilization Challenges with Existing Platforms.** AviWise has grown in use to other departments and is key to interacting with APD, therefore, to improve coordination, report generation, mapping capabilities, and response to activities involving PEH, it's important to evaluate its efficacy.
- **Investigate Creating an App.** Take inspiration from initiatives like the app designed by the Seattle Police Department, which allows real-time data entry and sharing on encounters, outcomes, locations, and services provided to individuals living in encampments.
- **Shared Data Collection is Key.** Collaborate with relevant city offices and departments to design and implement the shared data collection platform, ensuring compatibility with existing systems and workflows.

Long-Term Steps (2-5 Years):

- **Creating a Tool for Shared Data Collection.** Establish the shared data collection platform as a standard tool for documenting engagement with PEH across the city's agencies and departments.
- **Refine Platform for Optimal Use.** Feeback is crucial from users and evolving technological advancements.
- **Predictive Analytics.** Expand the platform's capabilities to include features like predictive analytics for resource allocation, trend analysis, and identification of emerging needs.
- **Expand Use.** Integrate the platform with other city-wide initiatives and systems to enhance coordination and effectiveness in addressing homelessness.
- **Share Data Collection Evaluation.** Evaluate the impact of the shared data collection platform on service delivery, outcomes for PEH, and overall community well-being, adjusting as needed to maximize its benefits.

Key Point 9.6: Enhance Data Accuracy and Inclusivity in Monthly Reports

Demographic Data Collection – Implementation Plan 9.6.1 B

To expand the monthly division report to include key demographic and situational data, a comprehensive implementation plan can be developed covering short-term, medium-term, and long-term phases. This structured approach ensures the collection, analysis, and reporting of data to better understand and address the challenges faced by individuals experiencing homelessness.

Short-Term Steps (0-6 Months):

- **Data Requirements Analysis.** Determine the types of data needed, including race, gender, eviction history, history of domestic violence, prior living situation, duration of

homelessness, and history of substance or mental health issues. Assess the availability of this data and identify any gaps in current data collection methods.

- **Stakeholder Engagement.** Engage with stakeholders including data providers, report users, and policymakers to gather input on the relevance and implications of including new data points. Secure buy-in from upper management and data teams to ensure support for data expansion efforts.
- **Policy and Protocol Development.** Develop or revise data collection policies and protocols to include new data categories. Ensure compliance with legal and ethical standards, particularly concerning sensitive information like health data.
- **Data Collection Tools and Training.** Update or introduce new data collection tools (e.g., databases, forms) to capture the required information. Train data collection staff on new protocols and the importance of accuracy and privacy in data handling.
- **Pilot Testing and Refinement.** Implement a pilot phase to test the new data collection processes in a controlled environment. Refine methods based on feedback and observed issues during the pilot.

Medium-Term Steps (6 Months-2 Years):

- **Full-Scale Implementation.** Roll out the expanded data collection protocols across all relevant divisions. Monitor the implementation process and address any logistical or technical issues that arise.
- **Data Integration and Analysis Capabilities.** Develop or enhance systems for integrating and analyzing the newly collected data. Ensure the analysis tools can handle increased data complexity and generate meaningful insights.
- **Initial Reporting and Feedback.** Start including the new data in monthly division reports. Collect and incorporate feedback from report users to improve the clarity and utility of the reports.

Long-Term Steps (3-5 Years):

- **Continuous Improvement and Scaling.** Continuously evaluate the effectiveness of the data reporting process and adjust as needed. Explore opportunities to scale successful practices to other divisions or regions.
- **Advanced Data Analytics.** Invest in advanced analytics capabilities, such as predictive analytics or machine learning, to further enhance the understanding of data patterns and trends. Use advanced insights to inform policy decisions and targeted interventions.
- **Stakeholder Collaboration and Policy Development.** Strengthen collaborations with policymakers, academic institutions, and community organizations to leverage data in

policy formulation. Assist in developing evidence-based policies responsive to the specific needs of different demographic groups.

- **Sustainability and Legacy Planning.** Plan for the long-term sustainability of the data collection and reporting initiative. Document successes and lessons learned to guide future expansions or similar projects.

General Tips

- Ensure robust privacy protections are in place to safeguard sensitive information.
- Regularly review and update data collection and reporting tools to adapt to technological advancements and emerging needs.
- Foster a culture of data-driven decision making within the organization.

Using Data to Inform the Narrative on Homelessness and the Function of Avondale's Homelessness Response System – Implementation Plan 9.6.2 B

Short-Term Steps (0-6 Months):

- **Data Collection and Analysis.** Establish a robust data collection system to track key metrics related to homelessness, including the number of individuals entering and exiting the homelessness response system, demographic information, housing status, service utilization, and outcomes. Utilize a centralized database to aggregate and analyze real-time data to inform decision-making and measure the impact of interventions.
- **Monthly Reporting.** Develop a monthly report similar to San Diego's model to communicate the comprehensive efforts of Avondale's Homelessness Response system. Highlight key data points, trends, and successes to provide transparency, accountability, and visibility into the city's response to homelessness. Share the report with stakeholders, policymakers, media outlets, and the community to shape the narrative and foster support for evidence-based solutions.
- **Community Engagement.** Engage with community members, advocacy groups, and service providers to gather input, solicit feedback, and build consensus around data-driven strategies to address homelessness.

Long-Term Steps (6 Months-5 years):

- **Performance Measurement.** Develop performance metrics and outcome indicators to evaluate the effectiveness of Avondale's Homelessness Response System. Measure key performance indicators such as housing placement rates, length of homelessness, recidivism rates, and access to supportive services. Use performance data to identify areas for improvement, allocate resources strategically, and optimize service delivery models.

- **Data Visualization.** Utilize data visualization tools and dashboards to present complex homelessness data in an accessible and easily understandable format for stakeholders and the public. Create interactive maps, charts, and graphs to illustrate trends, disparities, and geographical hotspots of homelessness in Avondale. Foster data-driven decision-making and public engagement through visual storytelling.
- **Continuous Improvement.** Foster a culture of continuous improvement within Avondale's Homelessness Response System by leveraging data analytics and feedback mechanisms to adapt strategies, refine interventions, and optimize outcomes over time.

Key Point 9.7: Enhance Monitoring and Review of Performance Metrics

Educate Providers on Performance Metrics and Establish Regular Progress Report Meetings Every Three Months – Implementation Plan 9.7.1 B

Short-Term Steps (0-6 Months):

- **Create Comprehensive Materials.** Develop materials that clearly outline the performance metrics, the methodologies for evaluating these metrics, and the expectations set within provider contracts.
- **Schedule Quarterly Meetings.** Establish a regular schedule for progress report meetings every three months between employees and the Homeless Division Manager. These meetings will evaluate metrics, review provider performance, discuss challenges, and share best practices.

Long-Term Steps (6 Months-5 Years):

- **Continuous Improvement.** Implement a feedback mechanism to gather input from participants on the effectiveness and usefulness of the progress report meetings. Use this feedback to continuously refine the format, content, and objectives of the meetings.

Key Point 9.8: Increase Training and Support for SONAR Team and Contracted Providers

Implement Monthly Case Reviews for SONAR and city contract providers (I-HELP, PRM, and ANL) – Implementation Plan 9.8.1 B

Short-Term Steps (0-6 Months):

- **Establish Monthly Case Review Meetings.** Schedule and conduct monthly case review meetings led by SONAR, inviting representatives from city contract providers (I-HELP, PRM, and ANL) to participate.
- **Develop Agenda and Format.** Create a structured agenda and format for the case review meetings, outlining topics such as client progress updates, challenges faced, resource needs, and success stories.

- **Information Sharing.** Encourage open and transparent communication during the meetings, facilitating the sharing of valuable insights, best practices, and lessons learned among SONAR and city contract providers.
- **Action Planning.** Collaboratively develop action plans to address identified challenges and leverage emerging opportunities, assigning responsibilities and timelines to ensure follow-up and accountability.

Long-Term Steps (6 Months-5 Years):

- **Continuous Improvement.** Implement a feedback mechanism to gather input from participants on the effectiveness and usefulness of the monthly case review meetings. Use this feedback to continuously refine the format, content, and objectives of the meetings.
- **Integration with Data Analysis.** Integrate data analysis into the monthly case review process, leveraging insights from client outcomes, trends, and patterns to inform decision-making and service delivery improvements.
- **Recognition and Celebration.** Incorporate recognition and celebration of achievements and milestones into the meetings to acknowledge the efforts of SONAR and city contract providers, boost team morale, and promote a positive and supportive work environment.

Implement Monthly Training Sessions through SOLARI and the Maricopa Association of Governments – Implementation Plan 9.8.2 B

Short-Term Steps (0-6 Months)

- **Conduct a Training Needs Assessment.** Identify specific training needs for SONAR and other contract providers by consulting with frontline staff, reviewing service outcomes, and benchmarking against industry standards.
- **Develop a Tailored Training Curriculum.** Collaborate with SOLARI and the Maricopa Association of Governments to develop a curriculum that addresses identified needs, ensuring it includes practical applications and skills development in areas like harm reduction.
- **Interactive Workshops and Webinars.** Cover foundational topics in the initial sessions to establish a base level of knowledge across all participants. Conduct live sessions that allow for interaction, role-playing, and discussion to enhance learning engagement.

Long-Term Steps (6 Months-5 Years):

- **Incorporate Training into Professional Development.** Formalize the inclusion of these training modules in the job descriptions and performance evaluations of SONAR staff and contract providers, ensuring that training completion is recognized and rewarded.
- **Ongoing Skill Development Programs.** Establish continuous learning paths for staff that encourage further specialization in areas such as SOAR or advanced motivational interviewing techniques.
- **Develop On-Demand Resources.** Create a library of training resources that can be accessed on-demand to allow staff to revisit critical topics or complete training at their own pace.
- **Feedback Loop for Training Improvement.** Implement regular feedback mechanisms to adapt and update training materials based on participant input and evolving field standards.
- **Evaluate Training Outcomes.** Regularly assess the impact of training programs on service delivery effectiveness and client outcomes, utilizing metrics such as service uptake, client satisfaction, and staff retention and satisfaction rates.

Establish an Outreach Schedule with Providers – Implementation Plan 9.8.3 B

Short-Term Steps (0-6 Months):

- **Strengthen and Structure Outreach Programs.** Standardize the outreach schedules for CBI Outreach Team, Sojourner Case Manager, and ANL Family Navigator to ensure consistent and collaborative service delivery.
- **Immediate Integration of Services.** Implement a coordinated approach to sharing information and resources that involves all outreach providers to streamline the support process, particularly for clients with complex needs such as those with a history of domestic violence or substance abuse.

Long-Term Steps (6 Months-5 Years):

- **Institutionalize Partnerships.** Including formal agreement. Establish formal, long-term agreements with CBI, Sojourner, and ANL to ensure sustained commitment and resource allocation for outreach services.
- **Policy Advocacy.** Advocate for local and state policies that support and fund outreach services for substance abuse, mental health, and domestic violence, securing stable financing and legal backing for long-term operations.
- **Expand Outreach Locations.** Beyond the Resource Center, establish additional outreach points throughout Avondale to increase accessibility for all residents.

- **Community-Based Outreach Models.** Develop models that allow outreach services to be conducted in community settings like schools, libraries, and other public spaces to reach a broader audience.

Key Point 9.9: Create More Structure and Define Objectives among SONAR Team

Implement a Comprehensive Services Pathway (CSP) – Implementation Plan 9.9.1 B

Short-Term Steps (0-1 Years):

- **Model Adoption.** Conduct workshop with SONAR staff to familiarize them with the Street Outreach Services Pathway Model and its implementation procedures. Ensure staff understanding and buy-in for the new model.
- **Tool Development.** Develop and implement the needs assessment tool and housing treatment plan tool to suit the specific needs and demographics of Avondale's homeless population.
- **Monitor Efficacy of Tools and Pathway Model.** Initiate use of the Services Pathway Model and Assessment tools, gather feedback from staff and clients, and make necessary adjustments to improve the model's efficacy.
- **Data Integration.** Integrate the Services Pathway Model into SONAR's existing data management systems. Ensure seamless tracking and documentation of client interactions, needs assessments, and housing treatment plans within HMIS.

Long-Term Steps (2-5 Years):

- **Continuous Improvement.** Establish a feedback mechanism for ongoing evaluation and refinement of the Services Pathway Model. Regularly review client outcomes, staff performance, and stakeholder feedback to identify areas for improvement and optimization.
- **Data Analysis and Reporting.** Utilize data analytics and reporting tools to track the impact of the Services Pathway Model over time. Generate comprehensive reports and metrics to demonstrate the model's effectiveness in improving outcomes for individuals experiencing homelessness in Avondale.

Revise Job Descriptions to Optimize Roles and Responsibilities, Emphasizing Critical Tasks for Each Team Member – Implementation Plan 9.9.2 B

Short-Term Steps (0-6 Months):

- **Assessment of Current Job Descriptions.** Review and evaluate all existing job descriptions for clarity, relevance, and alignment with current roles and responsibilities. Identify gaps, redundancies, and areas for improvement in current descriptions.

- **Stakeholder Engagement.** Conduct meetings with department heads and team leaders to understand their perspectives on necessary role adjustments and updates. Engage employees for feedback on their current roles and suggestions for improvement.
- **Development of New Job Description Framework.** Based on feedback and assessment results, develop a new framework for job descriptions that includes critical tasks, necessary qualifications, and clear delineations of responsibilities. Integrate a standardized format and language to ensure consistency across all descriptions.
- **Implementation of a Unified Registry.** Create a unified registry that includes updated job titles, roles, supervisor information, and reporting lines. Ensure this registry is integrated with the organization's employee directory for easy access and updates.

Medium-Term Steps (6 Months-2 Years):

- **Consolidation of Job Classifications.** Consolidate similar job roles and classifications to reduce complexity and duplication within the organization. Ensure each consolidated role clearly outlines distinct responsibilities and required skills.
- **Training and Development Programs.** Develop and implement training programs to help employees transition into their updated roles. Focus on skill development that aligns with the new responsibilities outlined in the revised job descriptions.
- **Continuous Feedback and Adjustment.** Regularly collect feedback on the new job descriptions and the effectiveness of the new organizational structure. Make adjustments as necessary to improve clarity and functionality.

Long-Term Steps (3-5 Years):

- **Performance Evaluation Adjustments.** Adjust performance evaluation criteria to reflect the revised job descriptions and responsibilities. Ensure that evaluations are consistent with the critical tasks and goals outlined in the job descriptions.
- **Long-term Strategic Alignment.** Continually align job descriptions with the long-term strategic goals of the organization. Update descriptions to accommodate changes in technology, organizational goals, and industry standards.
- **Sustainability and Scalability.** Review the job description revision process itself for sustainability and scalability. Prepare guidelines for periodic review and update of job descriptions to maintain relevance over time.
- **Documentation and Policy Updates.** Document all changes and ensure that HR policies reflect the updated job descriptions and organizational structure. Maintain an archive of previous job descriptions for historical reference and compliance purposes.

General Tips

- Ensure transparency throughout the process to maintain trust and support from all team members.
- Use clear, specific language in job descriptions to avoid ambiguity and ensure that roles are easily understandable.
- Regularly revisit and update the job descriptions to respond to evolving business needs and employee feedback.

Key Point 9.10: Clarify Outreach Prioritization and Management

Create a Policy Outlining Navigation Services Provided by SONAR – Implementation Plan 9.10.1 B

Short-Term Steps (0-6 Months):

- **Policy Development.** Collaboratively draft the policy document, clearly outlining the scope, objectives, and guidelines for SONAR's navigation services. Ensure that roles and responsibilities of team members are clearly defined and aligned with organizational goals.
- **Pilot Implementation.** Pilot the newly developed policy within SONAR's operations to assess its effectiveness and identify any areas for improvement. Gather feedback from team members, clients, and partner organizations to inform adjustments and modifications.

Long-Term Steps (6 Months-5 Years):

- **Policy Refinement.** Based on the insights gathered from the pilot implementation, refine the navigation services policy to address any identified shortcomings or areas of improvement. Ensure that the policy remains adaptable to evolving needs and circumstances.
- **Community Engagement.** Foster closer collaboration and communication with partner organizations, local government agencies, and community stakeholders to raise awareness about SONAR's navigation services and promote community involvement in addressing homelessness. Organize outreach events, workshops, and information sessions to educate the public about available resources and support networks.
- **Monitoring and Evaluation.** Establish a robust monitoring and evaluation framework to assess the effectiveness and impact of the navigation services policy over time. Regularly collect data, measure key performance indicators, and solicit feedback to track progress towards established goals and objectives. Use this information to make data-driven decisions and continuously improve service delivery.

Develop a RASCI Task Allocation Matrix for the SONAR Team – Implementation Plan 9.10.2 B

To develop a comprehensive RASCI Task Allocation Matrix for the SONAR Team and outline each team member's tasks and responsibilities over a structured timeframe, we'll approach this by breaking down the steps needed over short-term, medium-term, and long-term periods. Here's how you can implement the plan:

Short-Term Steps (0-1 Years):

- **Define Project Scope and Objectives.** Clearly define what the SONAR team is expected to achieve within the project. Identify key deliverables and milestones.
- **Identify Stakeholders and Team Roles.** List all stakeholders involved in the project. Define team roles and ensure each member understands their initial responsibilities.
- **Initial RASCI Matrix Creation.** Develop a preliminary RASCI matrix, assigning roles (Responsible, Accountable, Supporting, Consulted, Informed) for each task. Include preliminary hours allocation for each task, based on initial estimates.
- **Training and Tools Setup.** Provide training for all team members on how to use the RASCI matrix effectively. Set up necessary tools for task tracking and time management (e.g., project management software).
- **Feedback Collection and Initial Adjustments.** Collect feedback on the initial RASCI matrix from the team. Adjust based on feedback and initial task execution observations.

Medium-Term (2-3 Years):

- **Periodic Review and Updates.** Schedule regular review sessions every quarter to update the RASCI matrix. Adjust task hours based on project progress and team feedback.
- **Integration with Other Project Management Tools.** Integrate the RASCI matrix with other project management tools to streamline workflows. Ensure all tools are synced for real-time data updates and communication.
- **Enhance Task Specificity and Clarity.** Break down larger tasks into more manageable sub-tasks in the RASCI matrix. Refine the roles and responsibilities for these sub-tasks, ensuring clarity and accountability.

Long-Term Steps (4-5 Years):

- **Advanced Training and Professional Development.** Provide advanced training for team members on project management and leadership. Encourage team members to take on more responsible roles within the matrix.
- **Long-term Strategy Alignment.** Align the RASCI matrix with long-term organizational goals. Reassess and realign the project scope to meet evolving organizational priorities.

- **Sustainability and Scalability.** Develop strategies for sustaining the RASCI matrix utility over multiple projects. Scale the matrix framework to accommodate larger teams or more complex projects.
- **Continuous Improvement.** Implement a continuous improvement process for the RASCI matrix. Use lessons learned from completed projects to refine the matrix and the allocation of hours.

General Tips

- Ensure the matrix is easily accessible to all team members and stakeholders.
- Maintain clear documentation and provide regular updates to keep everyone informed.
- Be flexible and ready to adapt the matrix as the project progresses and roles evolve.

Establish Clear Policies and Procedures Prioritizing Various Aspects of the Team's Work – Implementation Plan 9.10.3 B

Short Term Steps (0-6 Months)

- **Guidelines for Client Walk-ins at the Resource Center:** Draft a preliminary set of guidelines based on current practices and immediate needs. Conduct training sessions for all staff on these guidelines to ensure uniformity in client reception and service provision. Establish a feedback system to collect insights from staff and clients regarding the guidelines' efficiency and effectiveness.
- **Systematic Method for Handling AviWise Tickets:** Develop a structured process for ticket management, including prioritization, assignment, and resolution of tickets. Implement a tracking system to monitor response times and outcomes, ensuring accountability and timely service. Train team members on the new system, emphasizing the importance of consistent and thorough documentation and follow-up.
- **Protocol for Client Intake in HMIS:** Create a standardized intake form and procedure that includes all necessary data fields to capture essential client information. Integrate training on the new intake protocol as part of the onboarding process for new staff and a refresher course for existing staff. Set up periodic review meetings to discuss the intake process and adjust based on staff feedback and system requirements.
- **Standardized Screening Tools and Documentation Practices:** Select or develop screening tools validated and appropriate for the client population. Standardize documentation practices to ensure that all client interactions and outcomes are recorded uniformly. Provide comprehensive training on how to use these tools and the importance of detailed, accurate documentation.

Long Term (6 Months-5 Years)

- **Investigate Efficacy of App or Electronic Intake System.** As information is gathered as to best practices, being to investigate if an app or electronic version of an intake form will support better data collection, reduce errors and offer better care.
- **Enhancement of Client Walk-in Guidelines:**
  - Based on feedback and observed challenges, refine the guidelines to better meet the needs of the clients and streamline staff workflows.
  - Implement advanced training modules that include handling complex cases or emergency situations.
  - Evaluate the impact of the implemented guidelines on client satisfaction and staff efficiency, making data-driven adjustments as needed.
- **Advanced Management of AviWise Tickets:**
  - Analyze the data collected from the ticket tracking system to identify patterns and areas for improvement.
  - Explore technological upgrades or integrations that can enhance ticket handling efficiency and effectiveness.
  - Develop a specialized team or roles focused on complex or high-priority tickets to improve specialized support and problem resolution.
- **Optimization of HMIS Intake Processes:**
  - Continually update and refine the client intake protocols to incorporate new technologies, data requirements, and compliance regulations.
  - Establish a system for ongoing evaluation of the intake process to ensure it remains effective and compliant with evolving standards.
  - Foster partnerships with technology providers to keep the system advanced and user-friendly.
- **Evolution of Screening Tools and Documentation Standards:**
  - Regularly review and update screening tools to align with the latest research and best practices in the field.
  - Develop an audit system to regularly check the quality of documentation and adherence to standardized practices.
  - Promote continuous professional development for staff to keep them informed of new developments and techniques in client assessment and documentation.

Key Point 9.11: Create an Ongoing Funding Support Program for All Efforts

Conduct a Government Efficiency Review – Implementation Plan 9.11.1 B

Short-Term Steps (0-1 Years):

- **Hire a Consulting Firm.** Find and put under contract a consulting firm that specializes in efficiency reviews.
- **Review and Assessment.** The firm will Initiate a comprehensive review of city operations, departments, programs, and expenditures to identify inefficiencies, redundancies, and areas for improvement. Engage internal stakeholders, department heads, and external consultants to conduct a thorough assessment of budgetary allocations, staffing levels, procurement practices, and service delivery models.
- **Performance Metrics.** Develop and implement performance metrics and key performance indicators (KPIs) to measure the efficiency and effectiveness of city services and programs. Establish benchmarks, targets, and tracking mechanisms to monitor progress, identify trends, and evaluate outcomes. Use data-driven insights to inform decision-making and resource allocation processes.
- **Process Optimization.** Streamline administrative processes, workflows, and procedures to eliminate bottlenecks, reduce administrative burdens, and enhance productivity. Identify opportunities for automation, digitization, and technology integration to improve service delivery, enhance transparency, and streamline communication channels between departments and stakeholders.

Medium-Term Steps (2-3 Years):

- **Budget Reallocation.** Utilize the findings from the Government Efficiency Review to reallocate budgetary resources towards priority initiatives, such as housing production and homelessness response, without compromising essential city services. Identify low-priority or non-essential expenditures for potential reduction or elimination to redirect funds towards critical needs.
- **Staff Training and Development.** Invest in staff training and professional development programs to enhance workforce skills, knowledge, and capacity in areas such as project management, financial management, and performance improvement. Empower employees to innovate, adapt to change, and contribute to the efficiency and effectiveness of city operations.
- **Technology Integration.** Leverage technology solutions and data analytics tools to optimize city operations, improve decision-making processes, and enhance service delivery. Implement enterprise resource planning (ERP) systems, customer relationship

management (CRM) platforms, and business intelligence (BI) software to centralize data, streamline workflows, and facilitate data-driven decision-making.

Long-Term Steps (4-5 Years):

- **Continuous Improvement.** Institutionalize a culture of continuous improvement and innovation within the city government to sustain efficiency gains over the long term. Establish mechanisms for ongoing monitoring, evaluation, and feedback to identify emerging challenges, address root causes, and adapt strategies to changing circumstances.
- **Community Engagement.** Engage with residents, businesses, and community stakeholders to solicit input, gather feedback, and foster collaboration in the government efficiency review process. Create opportunities for public participation, citizen advisory committees, and community forums to ensure transparency, accountability, and responsiveness in decision-making.
- **Strategic Planning.** Integrate findings from the Government Efficiency Review into the city's strategic planning process to align organizational priorities, goals, and initiatives with available resources and capacity. Develop long-term strategic plans, performance targets, and implementation roadmaps to guide decision-making and resource allocation over the 3–5-year timeframe.