City of Avondale

City Council Meeting

Monday, June 17, 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

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, June 17, 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. PROCLAMATION - JUNETEENTH DAY OF OBSERVANCE

The City Council will present a Proclamation recognizing Juneteenth Day of Observance. 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 May 20, 2024 City Council meeting minutes. The Council will take appropriate action.

b. JUDICIAL ADVISORY BOARD MEMBER REAPPOINTMENTS

City Council will consider a request to reappoint Ashley Fitzwilliams, John Burkholder and Michelle Molina to the Judicial Advisory Board for additional terms to expire on June 30, 2028 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1054-0624 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)

City Council will consider a request to adopt Resolution 1054-0624, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1056-0624 - AUTHORIZING GRANT ACCEPTANCE FROM AZ DEPARTMENT OF ADMINISTRATION FOR THE FY25 ARIZONA 911 GRANT PROGRAM

City Council will consider a request to: a) adopt Resolution 1056-0624, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of $470,563 for Fiscal Year 2025; 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 1057-0624 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR LANDFILL SERVICES

City Council will consider a request to adopt Resolution 1057-0624, approving an Intergovernmental Agreement with the City of Glendale relating to landfill disposal services 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 1058-0624 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – TRANSIT SERVICES

City Council will consider a request to adopt Resolution 1058-0624 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2025 (Contract #106-75-2025-13-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1059-0624 - THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1059-0624 approving the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2025 recycling services 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 1060-0624 - RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE AVONDALE RESOURCE CENTER

City Council will consider a request to adopt Resolution 1060-0624, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First to receive $250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2025 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1061-0624 - AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - COMMUNITY ACTION PROGRAM (CAP) SERVICES

City Council will consider a request to adopt Resolution 1061-0624, approving Amendment No. 3 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1062-0624 - AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE CSBG SERVICE INITIATIVE

City Council will consider a request to adopt Resolution 1062-0624, approving an amendment to the Intergovernmental Agreement with Maricopa County Human Services Department to extend the agreement term from July 1, 2024, through June 30, 2025, for $75,000 to support the City's Temporary Shelter Services Initiative to provide long-term case management and shelter for families experiencing homelessness; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1063-0624 AND 1064-0624 – MAINTENANCE IMPROVEMENT DISTRICT NO. 36 - THREE RIVERS RANCH - PARCEL 1

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1063-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 36, Three Rivers Ranch - Parcel 1, providing for the assessment; (c) adopt Resolution 1064-0624, 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, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1065-0624 AND 1066-0624 – MAINTENANCE IMPROVEMENT DISTRICT NO. 37 - THREE RIVERS RANCH - PARCEL 2

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1065-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 37, Three Rivers Ranch - Parcel 2, providing for the assessment; (c) adopt Resolution 1066-0624, 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, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1067-0624 AND 1068-0624 – MAINTENANCE IMPROVEMENT DISTRICT NO. 38 - THREE RIVERS RANCH - PARCEL 3

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1067-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 38, Three Rivers Ranch - Parcel 3, providing for the assessment; (c) adopt Resolution 1068-0624, 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, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. RESOLUTION 1069-0624 AND 1070-0624 – MAINTENANCE IMPROVEMENT DISTRICT NO. 39 - THREE RIVERS RANCH - PARCEL 4

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1069-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 39, Three Rivers Ranch - Parcel 4, providing for the assessment; (c) adopt Resolution 1070-0624, 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, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. RESOLUTION 1071-0624 AND 1072-0624 – MAINTENANCE IMPROVEMENT DISTRICT NO. 40 - THREE RIVERS RANCH - PARCEL 5

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1071-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 40, Three Rivers Ranch - Parcel 5, providing for the assessment; (c) adopt Resolution 1072-0624, 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, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2015-0624 – GRANTING AN IRRIGATION EASEMENT TO THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

City Council will consider a request to adopt Ordinance 2015-0624 authorizing the granting of an irrigation easement to the Salt River Project Agricultural Improvement and Power District (SRP) along the west side of 107th Avenue as it relates to the Entrada development and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. ORDINANCE 2016-0624 – DISPOSITION AND DEVELOPMENT AGREEMENT-NEWTOWN COMMUNITY DEVELOPMENT CORPORATION AND THE CITY OF AVONDALE FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS FOR LEGACY AVONDALE PHASE III (305 AND 309 EAST HILL DRIVE)

City Council will consider a request to adopt Ordinance 2016-0624, approving a Development Agreement with Newtown Community Development Corporation (CDC) and an ordinance for the disposition of land located at 305 and 309 E. Hill Drive for the construction of affordable housing and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. FINAL PLAT FOR PARKSIDE – PHASE 2 – APPLICATION PL-23-0229

City Council will consider a request to: (a) approve Application PL-23-0229, a request by Michael Park with Atwell Group, on behalf of Taylor Morrison, for approval of a Final Plat of Parkside - Phase 2 located 600 feet south of the southwest corner of 99th Avenue and Indian School 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.

s. FINAL PLATS FOR THREE RIVERS RANCH – PARCEL 1 – APPLICATION PL-23-0285, THREE RIVERS RANCH - PARCEL 2 – APPLICATION PL-23-0286, THREE RIVERS RANCH - PARCEL 3 – APPLICATION PL-23-0296, THREE RIVERS RANCH - PARCEL 4 – APPLICATION PL-23-0297 AND THREE RIVERS RANCH - PARCEL 5 – APPLICATION PL-23-0298

City Council will consider a request to approve the following five requests by Zachary Watson with Kimley-Horn and Associates, Inc., on behalf of Jim Stockwell with Three Rivers Ranch, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. Final Plat for Three Rivers Ranch - Parcel 1 – Application PL-23-0285
ii. Final Plat for Three Rivers Ranch - Parcel 2 – Application PL-23-0286
iii. Final Plat for Three Rivers Ranch - Parcel 3 – Application PL-23-0296
iv. Final Plat for Three Rivers Ranch - Parcel 4 – Application PL-23-0297
v. Final Plat for Three Rivers Ranch - Parcel 5 – Application PL-23-0298

5. REGULAR AGENDA

a. RESOLUTION 1073-0624 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 5, CLASSIFICATION & COMPENSATION

City Council will consider a request to adopt Resolution 1073-0624, amending the Personnel Policies and Procedures Chapter Policy 5, Classification & Compensation by removing language that is operational and administrative in nature and refining the scope of the Chapter to provide the foundational philosophy for the City's compensation policy and program. Additionally, the proposed language clarifies the City Manager's authority in establishing appropriate compensation options and strategies based on operational needs and market conditions within the City's established budget. This request is also seeking approval from Council to declare this resolution an emergency with an effective date of July 1, 2024. The Council will take appropriate action.

b. RESOLUTION 1074-0624 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 6, EMPLOYEE BENEFITS

City Council will consider a request to adopt Resolution 1074-0624, amending the Personnel Policies and Procedures Chapter Policy 6, Employee Benefits by incorporating language that allows for new benefits to be established for the upcoming fiscal year, which include paid parental leave, a personal leave bank, sick leave sell back program for eligible police officers and sergeants, and sick leave compensation program for eligible police officers and sergeants upon retirement. The timeframe associated with benefits eligibility was also updated in preparation for the new fiscal year. Additionally, the holiday leave section has been removed to alleviate confusion with the current administrative policies that exist related to holiday leave and holiday schedules. Lastly, general, non-substantive verbiage updates are also being proposed. This request is also seeking approval from Council to declare this resolution an emergency with an effective date of July 1, 2024. The Council will take appropriate action.

c. PUBLIC HEARING - FISCAL YEAR 2025 FINAL BUDGET

City Council will hold a public hearing to receive comment on the final budget for fiscal year 2024 - 2025 (FY2025). This item is for discussion only; no action is required.

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

(5 minutes)

7. ADJOURNMENT

SPECIAL MEETING
Convene immediately following the Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. RESOLUTION 1075-0624 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2024-2025

City Council will consider a request to adopt Resolution 1075-0624, approving the final budget for fiscal year 2024-2025 (FY2025) in the amount of $443,221,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

3. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to: (i) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the City Attorney; (ii) Ariz. Rev. Stat. § 38--431.03(A)(1)and (A)(3) for discussion of the evaluation and salary of the City Auditor and for legal advice from the City Attorney pertaining to the City Auditor; (iii) Ariz. Rev. Stat. § 38--431.03(A)(3) and (A)(4) for discussion with the City Attorney to obtain legal advice and to consider its position and provide instruction regarding contemplated litigation regarding new standards from the Environmental Protection Agency regarding PFAS compliance.

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.a.

SUBJECT: Proclamation - Juneteenth Day of Observance

MEETING DATE: 6/17/2024

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:

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

PURPOSE:
The City Council will present a Proclamation recognizing Juneteenth Day of Observance. This item is for discussion only.

BACKGROUND:
The City Council will present a Proclamation recognizing Juneteenth Day of Observance.

DISCUSSION:
June 19th was officially declared an Arizona State holiday when Governor Doug Ducey signed HB2226 into law on March 17, 2016, and as a Federal holiday by President Joe Biden on June 18, 2021.

Juneteenth was first recognized by enslaved Black Americans in Galveston, Texas on June 19, 1865, as the date on which word was finally received that they were free from bondage, more than 2 years after President Lincoln signed the Emancipation Proclamation. As those who were formerly enslaved were recognized for the first time as citizens, Black Americans came to commemorate Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today. Juneteenth is a day that should be recognized by all Americans, Arizonans, and Avondale residents as a celebration of freedom.

On Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. That work has been led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and trade unionists, public officials, and everyday Americans who have helped make real the ideals of our founding documents for all. Recognizing Juneteenth as a holiday in Avondale is one

significant step amongst many in our seventy-five year history which commits the City to eradicate racism.

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

RECOMMENDATION:
This item is for presentation only.

Contact person for document distribution: *n/a*

Avondale

Aspiring. Achieving. Accelerating.

JUNETEENTH PROCLAMATION

June 19, 2024

Whereas, on January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation granting freedom to all those who were enslaved; and

Whereas, the news of freedom did not become an immediate reality for the more than 250,000 enslaved Black people of Texas; and

Whereas, on June 19, 1865, over two years after President Lincoln signed the Emancipation Proclamation, enslaved Americans in Galveston, Texas, finally received word that they were free from bondage; and

Whereas, those who were formerly enslaved were recognized for the first time as citizens, and Black Americans came to commemorate June 19th, as Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today; and

Whereas, on Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility; and

Whereas, on March 1 7, 2016, Governor Doug Ducey signed HB2226, sponsored by Representative Reginald Bolding, recognizing June 19th, as Juneteenth Day in Arizona and making Arizona the 45th State to recognize Juneteenth as a State holiday; and

Whereas, Avondale officially recognized June 19th, as the Juneteenth holiday as of February 22, 2022, which represents one significant step amongst many in our 76-year history which commits the City to eradicate racism against the descendants of former enslaved Black Americans of African descent.

NOW, THEREFORE, the Mayor and Council of the City of Avondale, Arizona, do hereby proclaim June 19, 2024, as Juneteenth and encourage all Avondale residents to reflect upon the value of freedom and join in Juneteenth celebrations across the valley.

_____
Mayor

ATTEST: _____
City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 6/17/2024

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 May 20, 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 May 20, 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
May 20, 2024

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

Vice Mayor Pineda led the Pledge of Allegiance, followed by a moment of silent reflection.

Members Present: Vice Mayor Mike Pineda; Council Members Tina Conde, Curtis Nielson, and Gloria Solorio.

Note: Council Member Solorio attended the meeting by telephone.

MEMBERS ABSENT (EXCUSED): Mayor Kenn Weise; Council Members Veronica Malone and Max White.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Bryan Planty, Homeless Services Manager; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE INTRODUCTIONS

The following new employees were presented to City Council. This item was 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 presented a proclamation recognizing May 19 through May 25, 2024, as National Public Works Week. This item was for discussion only.

c. PROCLAMATION – 2010 GIRLS SOCCER TEAM FROM AZ REAL WEST-VALLEY - STATE CHAMPIONSHIP TITLE
City Council presented a proclamation to the 2010 Girls Soccer team (REAL West-Valley) for their recent State Championship. This item was for discussion only.

d. CITIZEN'S WATER ACADEMY RECOGNITION
The 2024 Avondale Citizen's Water Academy graduates were recognized for completion of the program. This item was for discussion only.

The City Council took a recess at 6:05 PM.

The City Council reconvened the meeting at 6:15 PM.

3. UNSCHEDULED PUBLIC APPEARANCES

None.

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.

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

Upon vote, the motion was carried unanimously 4 to 0.

Council Member Conde	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Vice Mayor Pineda	Aye

a. **MINUTES**
The City Council approved the April 29, 2024, City Council meeting minutes.

b. **ANNUAL AUDIT PLAN ADOPTION**
City Council adopted the Annual Audit Plan and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. **AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, RON CORBIN**
City Council approved an amendment to the Employment Agreement with City Manager, Ron Corbin and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

d. **RESOLUTION 1045-0524 - AUTHORIZING GRANT ACCEPTANCE FROM THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR THE RESILIENT ROOTS PROJECT**
City Council (a) adopted 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) authorized 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) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. **RESOLUTION 1046-0524 - INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE CELLULAR COMMUNICATIONS AND CCTV CAMERA PROJECT**
City Council adopted Resolution 1046-0524, authorizing an Intergovernmental Agreement with the State of Arizona for the Cellular Communications and CCTV Camera Project and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

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

g. **RESOLUTION 1048-0524 - DEVELOPMENT AGREEMENT WITH THREE RIVERS RANCH LLC FOR A MULTI-USE TRAIL ALONG THE AGUA FRIA RIVER**
City Council adopted 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 authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1020-0524 AND 1021-0524 – MAINTENANCE IMPROVEMENT DISTRICT NO. 35 - THREE RIVERS RANCH – MASTER PLAT
City Council (a) approved the Petition for Formation; (b) adopted 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) adopted 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) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1049-0524 - SHADOW RIDGE – DEVELOPMENT AGREEMENT – APPLICATION PL-24-0037
City Council adopted 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 authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2011-0524 - AMENDING THE AVONDALE CITY CODE, CHAPTER 7 – SPECIAL EVENTS CODE, TO ALLOW FOR BLOCK PARTIES
City Council adopted Ordinance 2011-0524, amending the City of Avondale City Code, Chapter 7 - Special Events, to allow for Block Parties, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

k. ORDINANCE 2012-0524 – ABANDONMENT OF 5TH STREET RIGHT-OF-WAY
City Council adopted Ordinance 2012-0524, authorizing the abandonment of 5th Street right-of-way generally located south of Western Avenue and east of 4th Street and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

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

City Council (a) approved 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) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council (a) approved 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) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. STRATEGIC PLAN TO ADDRESS HOMELESSNESS

City Council received an update from staff and consultant, Public Works, LLC, regarding the City's Strategic Plan for Homelessness Resolution.

Brian Planty, Homeless Services Manager, presented information related to the Strategic Plan to resolve homelessness. In 2019 a commitment was made to address homelessness that included a partnership with Maricopa County, and the development of the Homeless Services Division within Neighborhood and Family Services Division. A professional consulting service assisted with the development of a community-wide strategic plan that provided specific recommendations to be accomplished over a three-year period. All goals included in that plan have been accomplished.

In November 2023, the City of Avondale engaged with private consulting firm Public Works, LLC, to assist in developing a five-year strategic plan to address homelessness. Upon conducting interviews, discussions, and surveys, etc., they prepared a 161-page comprehensive document that included 76 recommendations and findings. This document will be used to guide the work over the next five years and the recommendations will be evaluated for cost and feasibility.

The City of Avondale is pursuing a comprehensive strategy for addressing homelessness with clear implementation steps in the short, medium, and long term because, without a concerted effort to help more people stay housed and to ensure that Avondale produces and maintains a diverse housing portfolio, the City could expect to spend more to reduce homelessness as the number of homeless residents will likely increase.

Mr. Planty provided an overview of the main points of the executive summary, noting the current situation in Avondale including:

- Current environment: the definition of homelessness varies depending on the funding agency and none of them accurately capture the scale of homelessness.
- Homeless population: the population of Avondale has grown and so has the number of individuals who experience homelessness.
- The responses: the top condition leading directly into homelessness is that they were no longer able to stay with friends or family.
- Housing demand has outpaced supply: The demand for homes in Avondale is high; Avondale and Maricopa County have not kept pace with the increase in population
- Changing population: Our population is growing both older and more diverse; this will impact the demand for affordable housing

There are nine overarching themes within the plan. The recommended strategies include 75 steps that will assist in identifying the highest priority issues in the city and guide the work and decision-making process. Mr. Planty noted this document and plan are new to them and the strategies and recommendations will be assessed for viability and efficiency while working towards implementation of the plan. In addition, these recommendations encompass varying implementation times and will guide the work over the next 5 years toward resolving homelessness in Avondale.

The categories include ensuring Avondale has enough housing, keeping housed residents in their homes, helping to find interim shelter, moving beyond an interim shelter solution and providing enough resources so they can continue to have more stable living and get back to permanent housing, and interdepartmental response and operations. Law Enforcement interacts with the unhoused daily and their support and expertise are crucial for any program's success and enhanced training for them is an important part of the plan's success. Further, economic stability and transportation are two of the key components to supporting those experiencing homelessness get back to a permanent housing situation.

Over the next several months as we engage with teams and leadership across the city and consider these recommendations, Homeless Services will return to present a finalized strategic plan.

Council members expressed their appreciation for the presentation and the work the Homeless Services Division has done and continues to do. Councilmember Solorio discussed interactions with councilmembers and state representatives from other municipalities and how impressed they are with what Avondale is doing to address homelessness. Councilmember Conde emphasized the importance of a strong case management team to assist families through the transitional homes into permanent housing.

In response to Councilmembers' questions, Mr. Planty explained within the pillar of getting the unsheltered back to permanent housing it will include helping them to find employment and ultimately getting them to a place where they can be self sufficient in their own home. This will include making sure families can go to work and have childcare. The Resource Center has all the resources families would be referred to in one room, such as job training, which makes the process more successful by providing families what they need and setting them up to possibly not need help in the future. The Sonar Team is continuing to create partnerships to help the unsheltered with hygiene and food security such as the Avondale First Southern Baptist Church, the food bank, and the Interfaith Council.

The eviction process was explained, noting it is rapid and is handled through the court. Cultivating funding refers to funding opportunities at the State and County level as noted in the document which will be reviewed with leadership to determine which are best for Avondale. Subsidized housing was discussed noting Avondale currently has over 800 subsidized housing units with 535 set to expire. The biggest part of this process is to make sure Avondale has a diverse housing portfolio. Recently, through a contract with the County, hotel/motel vouchers are being provided to families. The goal is to ensure that everyone who lives in Avondale can afford to have a home in Avondale.

6. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 4 to 0.

Council Member Conde	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Vice Mayor Pineda	Aye

The meeting was adjourned at 6:43 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 20th day of May 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: Judicial Advisory Board Member Reappointments

MEETING DATE: 6/17/2024

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 will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:
City Council will consider a request to reappoint Ashley Fitzwilliams, John Burkholder and Michelle Molina to the Judicial Advisory Board for additional terms to expire on June 30, 2028 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On September 20, 2021, City Council appointed John Burkholder to serve as a Regular Member on the Judicial Advisory Board for a partial term to expire on June 30, 2024. On August 28, 2023, City Council appointed Ashley Fitzwilliams to serve as a Regular Member on the Judicial Advisory Board for a partial term to expire on June 30, 2024.
On May 18, 2020, City Council appointed Michelle Molina to serve as a Regular Member on the Judicial Advisory Board for a full term to expire on June 30, 2024.

As required in the City Council Rules of Procedures, the City Clerk emailed all members and those listed below are all interested in reappointment.

DISCUSSION:
The following members are eligible for reappointment:

- Ashley Fitzwilliams as a Regular Member and active member of the State Bar of Arizona for a full term to expire on 6/30/2028
- John Burkholder as a Regular Member and a municipal judge from another municipality for a full term to expire on 6/30/2028

- Michelle Molina as a Regular Member for a full term to expire on 6/30/2028

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
Staff recommends that the Council approve the reappointment of Ashley Fitzwilliams, John Burkholder and Michelle Molina to the Judicial Advisory Board.

Contact person for document distribution: *n/a*

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1054-0624 - Adoption of Property Tax Levies for Maintenance Improvement Districts (MIDs)

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- 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.

MIDs allow for the maintenance of landscaping and open spaces along neighborhood streets in the case a homeowner's association is unable to meet its obligations.

PURPOSE:
City Council will consider a request to adopt Resolution 1054-0624, adopting property tax levies for Maintenance Improvement Districts (MIDs) and 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.

The purpose of MIDs is to provide for the operations, maintenance, repair, and improvements to landscaping and open spaces adjacent to designated public roadways and parkways within the district that would normally be the obligation of a homeowner's association, in the event a homeowner's association fails. The city has 43 Maintenance Improvement Districts (MIDs).

DISCUSSION:
MIDs ensure that if a homeowner's association cannot meet its obligations to maintain landscaping along designated roadways, the residents of Avondale outside that community do not have to cover those costs. Currently, there is no need for any of the MIDs to levy a property tax above $0. Property tax levies for all taxing

agencies must be adopted on or before the third Monday in August.

BUDGET IMPACT:
No budget impacts as the levy proposed for all the MIDs is $0.

RECOMMENDATION:
Staff recommends Council adopt a Resolution, adopting Property Tax Levies for Maintenance Improvement Districts (MIDs), adopting a $0 levy for the 43 MIDs in the City of Avondale.

Contact person for document distribution: *Rob Baer*

RESOLUTION NO. 1054-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICTS NOS. 1-43 SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH $100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR EACH DISTRICT AND PROVIDING FUNDS FOR GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, the Council of the City of Avondale (the "City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 and ARIZ. REV. STAT. §§48-574.C-D to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each $100.00 of valuation of property within the corporate limits of each maintenance improvement district (the "District"), as set forth on Exhibit A, and incorporated herein by reference; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2024-2025 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, Maricopa County is the assessing and collecting authority for each 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. There is hereby levied on each $100.00 of the assessed value of all property, both real and personal, within the corporate limits of each district as set forth on Exhibit A, except such property as may be by law exempt from taxation, a primary property tax rate of $0 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of $0), for the fiscal year ending on June 30, 2025.

SECTION 3. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for

the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 5. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1054-0624

[Assessed Property]

See following page.

Authority Name		Resolutions		Assigned Tax Authority #	FY2023 Levy
Avondale MID NO 1	Vista Del Verde	3300-216	3301-216	38236	$0.00
Avondale MID NO 2	San Villagio	3357-1216	3358-1216	38241	$0.00
Avondale MID NO 3	Del Rio Ranch	3448-518	3449-518	38238	$0.00
Avondale MID NO 4	Vista Del Verde 1	3467-718	3468-718	38233	$0.00
Avondale MID NO 5	Vista Del Verde 2	3469-718	3470-718	Pending	$0.00
Avondale MID NO 6	Alamar Phase 1	3512-119	3513-119	38229	$0.00
Avondale MID NO 7	Verde Trails Phase I Parcel 3	3531-519	3532-519	38226	$0.00
Avondale MID NO 8	Verde Trails Phase I Parcel 11	3539-519	3540-519	38224	$0.00
Avondale MID NO 9	Roosevelt Park Phase 1	3524-319	3525-319	38237	$0.00
Avondale MID NO 10	Verde Trails Phase I Parcel 4	3533-519	3534-519	38227	$0.00
Avondale MID NO 11	Verde Trails Phase I Parcel 7	3543-519	3544-519	38221	$0.00
Avondale MID NO 12	Verde Trails Phase I Parcel 8	3535-519	3536-519	38222	$0.00
Avondale MID NO 13	Verde Trails Phase I Parcel 9 & 10	3537-519	3538-519	38223	$0.00
Avondale MID NO 14	Vista Del Verde 2	3545-519	3546-519	38230	$0.00
Avondale MID NO 15	Verde Trails Unit 2	3550-519	3551-519	38225	$0.00
Avondale MID NO 16	Vista Del Verde 3	1004-0120	1005-0120	38234	$0.00
Avondale MID NO 17	Vista Del Verde 4	1006-0120	1007-0120	38235	$0.00
Avondale MID NO 18	Marbella Park	3569-819	3570-819	38240	$0.00
Avondale MID NO 19	Alamar 2	1013-0320	1014-0320	38220	$0.00
Avondale MID NO 20	Roosevelt Park Phase 2	1030-0520	1031-0520	38215	$0.00
Avondale MID NO 21	Verde Trails Phase I Parcel 1&2	1001-0121	1002-0121	38228	$0.00
Avondale MID NO 22	Alamar 4	1009-0222	1010-0222	38260	$0.00
Avondale MID NO 23	Roosevelt Park Phase 3	1021-0421	1022-0421	38231	$0.00
Avondale MID NO 24	Fulton Homes Acclaim	1091-1121	1092-1121	38254	$0.00
Avondale MID NO 25	Del Rio Ranch III Phase 2	1077-1021	1078-1021	Pending	$0.00
Avondale MID NO 26	Del Rio Ranch III Phase 3	1079-1021	1080-1021	Pending	$0.00
Avondale MID NO 27	Verde Trails Parcel 6	1085-1021	1086-1021	38270	$0.00
Avondale MID NO 28	Parkside	1039-0623	1040-0623	Pending	$0.00
Avondale MID NO 29	Roosevelt Park Phase 4	1071-0921	1072-0921	38255	$0.00
Avondale MID NO 30	River Run	1026-0522	1028-0522	Pending	$0.00
Avondale MID NO 31	Del Rio Ranch III Phase 4	1081-1021	1082-1021	Pending	$0.00
Avondale MID NO 32	Del Rio Ranch III Phase 5	1083-1021	1084-1021	Pending	$0.00
Avondale MID NO 33	Alamar 4	1022-0422	1023-0422	38273	$0.00
Avondale MID NO 34	Alamar Phase 5	1018-0224	1019-0224	Pending	$0.00
Avondale MID NO 35	Three Rivers Ranch Master Plat	1020-0224	1021-0224	Pending	$0.00
Avondale MID NO 36	Three Rivers Ranch Parcel 1	Pending 6/17/24 Council Adgenda iter		Pending	$0.00
Avondale MID NO 37	Three Rivers Ranch Parcel 2	Pending 6/17/24 Council Adgenda iter		Pending	$0.00
Avondale MID NO 38	Three Rivers Ranch Parcel 3	Pending 6/17/24 Council Adgenda iter		Pending	$0.00
Avondale MID NO 39	Three Rivers Ranch Parcel 4	Pending 6/17/24 Council Adgenda iter		Pending	$0.00
Avondale MID NO 40	Three Rivers Ranch Parcel 5	Pending 6/17/24 Council Adgenda iter		Pending	$0.00
Avondale MID NO 41		No record of ths MID per City Clerks office			$0.00
Avondale MID NO 42	Entrada Phase 1	1029-0324	1030-0324	Pending	$0.00
Avondale MID NO 43	Entrada Phase 2	1033-0424	1034-0424	Pending	$0.00

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1056-0624 - Authorizing Grant Acceptance from AZ Department of Administration for the FY25 Arizona 911 Grant Program

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:
City Council will consider a request to: a) adopt Resolution 1056-0624, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of $470,563 for Fiscal Year 2025; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The Avondale Police Communications Department operates as a primary 9-1-1 answering point for emergency calls within the City of Avondale. In FY24, a strategic decision was made to transition 9-1-1 managed services from Maricopa Region 9-1-1 to AT&T managed services. This transition has been facilitated through a contract with AT&T and the Arizona Department of Administration (ADOA). As a result of this collaboration, the City has deployed new hardware and software infrastructure and implemented primary, secondary, and redundant communication lines to our dispatch facility.

ADOA administers funds to political subdivisions from the State's emergency telecommunications services revolving fund to maintain emergency telecommunications services through the Arizona 9-1-1 Program. In FY2024, ADOA awarded the City of Avondale a grant in the amount of $300,943 for the purchase of hardware and software to upgrade the City's emergency telecommunications service system. For FY25, ADOA has awarded an additional $169,620 to fund ongoing services through AT&T.

DISCUSSION:

Installation of the communication infrastructure began in February 2024 and was completed in May 2024. In addition to the hardware, software and infrastructure, police communications installed a new recording system. The State began managing Avondale's 9-1-1 communication services on May 15, 2024. These services are currently being carried out by AT&T and are providing more technology-driven 9-1-1 capabilities.

Due to billing changes at AT&T, the City has not been invoiced for services in FY24. As a result, ADOA rolled the City's FY24 award of $300,943 into the FY25 award, totaling $470,563.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant Agreement with the AZ Department of Administration in the amount of $470,563 for FY25 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: *Stephanie George, Robert Baer*

RESOLUTION NO. 1056-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN ARIZONA 9-1-1 PROGRAM GRANT FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE DISTRIBUTION OF FUNDING FOR THE OPERATION OF THE EMERGENCY TELECOMMUNICATIONS SERVICE SYSTEM.

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

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

WHEREAS, the ADOA has awarded the City of Avondale (the "City") an Arizona 9-1-1 Program grant in the amount of $470,563.00 for the operation of the City's emergency telecommunications service systems (the "Grant"); and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $470,563.00 and (ii) the execution of the Arizona 9-1-1 Program Grant Agreement with ADOA relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1056-0624

[Agreement]

See following pages.

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

Grant Number: ADOA-AZ911-25-22

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

AUTHORIZATION

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

BACKGROUND

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

PURPOSE OF THE AGREEMENT

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

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2024 and terminate on June 30, 2025. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

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

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

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Data Submissions	Quarter 1 September 30, 2024 Quarter 2 December 31, 2024 Quarter 3 March 31st, 2025 Quarter 4 June 30th, 2025

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

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

6. Responsibilities of the State:

6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $470,563 in state funds.

6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$462,833
Construction	$0.00

Other Costs	$7,729
Total	$470,563

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in award offered to the grantee;

    10.1.2. Cancel the award; or

    10.1.3. Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required byA.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways

reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

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

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

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

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

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

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

Authorized Signatory	Date
Printed Name and Title	
Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Arizona Department of Administration	Date

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1057-0624 - Intergovernmental Agreement with the City of Glendale for Landfill Services

MEETING DATE: 6/17/2024

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

The City of Avondale residential refuse program provides weekly residential trash pickup services that keep Avondale residents' public health top of mind. This reinforces the City's position on providing public health and safety services to Avondale residents.

PURPOSE:
City Council will consider a request to adopt Resolution 1057-0624, approving an Intergovernmental Agreement with the City of Glendale relating to landfill disposal services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The City of Avondale currently utilizes the City of Glendale landfill to dispose of refuse. The Glendale landfill is located on Glendale Avenue, approximately three miles north of the City of Avondale boundary. This proximity is advantageous for the City, keeping fuel costs low and allowing for quick turnaround for trucks operating on the sanitation routes.

City Council adopted resolution 1049-0621 on June 21, 2021, entering into an Intergovernmental Agreement with the City of Glendale for landfill disposal services that expires on June 30, 2024. The agreement has an extension option for an additional two years, but the fee schedule and terms have changed, thus prompting the necessity for a new agreement.

DISCUSSION:
This new Intergovernmental Agreement starts July 1, 2024, ending June 30, 2026, with an option to extend for an additional three-year term.

The tipping fees are as follows:

Tipping Fees				Effective Date
Gate Rate	Tire Rate	Hard to Handle	Env. Fee	
$33.25	$6.00	$139.00	$2.00	July 1, 2024 – June 30, 2025
$34.25	$6.00	$140.00	$3.00	July 1, 2025 – June 30, 2026
$35.75	$6.00	$140.00	$3.00	July 1, 2026 – June 30, 2027
				July 1, 2027 – June 30, 2028
TBD	TBD	TBD	TBD	July 1, 2028 – June 30, 2029
TBD	TBD	TBD	TBD	

These moderate fee increases are reflective of cost increases experienced in the solid waste industry in the areas of labor, fuel, and equipment operating costs. At this time, the City of Glendale Landfill is still the most cost-effective solution for Avondale's solid waste disposal needs.

BUDGET IMPACT:

The FY2025 proposed budget did not account for the increased rates as they were not available at the time. If there is a budget shortfall it will be covered by either operational savings in Solid Waste or a future council action to increase the budget for this line item.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving the Intergovernmental Agreement with the City of Glendale for landfill disposal services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza, Simon Lara, Suzie Hunter*

RESOLUTION NO. 1057-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, ARIZONA RELATING TO LANDFILL DISPOSAL SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Glendale relating to landfill disposal services (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1057-0624

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES ("Agreement") is made and entered into on _____, 2024, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Glendale, an Arizona municipal corporation ("Glendale"). Avondale and Glendale are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Avondale and Glendale are entering into this Agreement for Landfill Disposal Services. Avondale and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Avondale and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Avondale.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Avondale and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means any solid waste, including household waste, household hazardous waste or conditionally exempt small quantity generator waste, that Glendale is authorized to dispose of in the Facility according to its ADEQ-approved solid waste management plan. "Acceptable Waste" may include: (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials, and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to the appropriate waste testing protocol established by the Facility)."Acceptable Waste" does not include any Hazardous Waste, Special Waste, Medical Waste, including Biohazardous Medical Waste, and any Unacceptable Waste or any mixture, portion or fraction thereof.

"ADEQ" means the Arizona Department of Environmental Quality or any successor department or agency.

"Applicable Laws, Rules, and Regulations" means the laws, statutes, regulations, and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation, or use of the Facility (as defined below), as such laws, statutes, regulations, and rules are now in effect or as adopted subsequently.

"Dollars" means United States dollars.

"Facility" means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

"Fiscal Year" means the City of Glendale's calendar for a fiscal year, currently July 1 through June 30.

"Force Majeure" means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, pandemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.

B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the Facility to accept Acceptable Waste by road or (c) the right or ability of the Facility to dispose of the Acceptable Waste; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.

C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

D. The failure of any subcontractor or supplier to furnish services, materials, or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

"Gate Rate" means a Tipping Fee charged for the acceptance of solid waste for those customers not subject to any agreement.

"Hard to Handle Waste" means waste requiring special handling procedures such as the burial in an area away from the main working face of the Landfill or the breaking up and disposal of large materials such as mobile homes, pieces of concrete, and spools of wire.

"Hazardous Waste" means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, or other discarded materials, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations or from community activities which because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed or any waste identified as hazardous pursuant to section 49-922. "Hazardous waste" does not include solid or dissolved material in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act (P.L. 92-500; 86 Stat. 816), as amended, or source, special nuclear or by-product material as defined by the atomic energy act of 1954 (68 Stat. 919), as amended. All waste delivered to the Glendale Municipal Landfill must meet Resource Conservation and Recovery Act (RCRA) criteria, pursuant to EPA section 4005(c)(1)(C).

"Hot Load" means any load of materials delivered to the Facility that is emitting smoke, fire, or fumes, or may be in imminent danger of fire or explosion.

"Medical Waste" as defined in A.R.S. § 49-701, means "any solid waste which is generated in the diagnosis, treatment or immunization of a human being or animal or in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, and includes discarded drugs but does not include hazardous waste as defined in A.R.S. § 49-921 other than conditionally exempt small quantity generator waste.".

"Solid waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant, or pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material, except for those solid wastes that are exempt in accordance with A.R.S. §49-701.01.

"Solid waste management plan" means the plan which is adopted pursuant to A.R.S. § 49-721 and approved by ADEQ, which provides guidelines for the collection, source separation, storage, transportation, processing, treatment, reclamation, and disposal of solid waste in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.

"Special Waste" means a solid waste as defined in section 49-701.01, other than a hazardous waste, that requires special handling and management to protect public health or the environment and that is listed in section 49-852 or in rules adopted pursuant to section 49-855. Special waste does not include return flows from irrigated agriculture, medical waste, used oil or by-products of a regulated agricultural activity, as defined in section 49-201, that are subject to best management practices under section 49-247, by-products of livestock, range livestock and poultry as defined in section 3-1201, pesticide containers regulated pursuant to title 3, chapter 2, article 6 or waste that contains radioactive materials that are subject to a permit or regulation under the atomic energy act of 1954 (42 United States Code section 2011; 68 Stat. 919), as amended, or title 30, chapter 4.

"Tipping Fees" shall mean the total rate per ton charged and adjusted by Glendale for disposal of each type of waste delivered by Avondale at the Facility, as more fully set forth in Section 3.3 of this

Agreement. The Tipping Fees shall include any applicable taxes, fees, or levies, as replaced, or amended, that Glendale is required to pay for waste delivered to and accepted by the Facility.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means any solid, hazardous, medical, mixed, or special waste, or any portion or fraction thereof, that Glendale may not accept for disposal at the Facility. Such "Unacceptable Wastes" include, but are not limited to: (A) Asbestos, explosives, radioactive materials, medical waste or infectious biohazardous waste, waste tires (excluding tires delivered by Avondale residents as per Section 2.1 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including motor vehicle parts, and any agricultural and farm machinery or equipment or parts thereof; (C) used oil; (D) materials that Glendale determines may present a risk to human health or safety or the environment, or may adversely affect the operation of the Facility, including, but not limited to, Hot Loads; or (E) waste not authorized for disposal at any Facility pursuant to its approved solid waste management plan.

"Waste Tires" means (a) A tire that is no longer suitable for its original intended purpose because of wear, damage, or defect; (b) A tire that is removed from a motor vehicle and is retained for further use; or (c) A tire that has been chopped or shredded.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

A. Avondale shall use its best efforts to ensure that all materials delivered to the Facility for disposal shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept any waste or load it suspects contains Unacceptable Waste for disposal at the Facility. Avondale will be charged the fees established in Section 3.3 below if Glendale accepts waste for disposal.

B. Avondale residents will be charged the applicable rate or rates in Section 3.3 below for disposal of wastes delivered in self-hauled loads to the Facility. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The Freon fee is subject to change at any time to reflect the market cost of Freon removal.

C. As provided in Section 3.3 below, Avondale residents will be assessed a Waste Tire handling fee of $6.00 per tire in addition to the Gate Rate. The tires must be from passenger vehicles or small non-commercial trucks and shall not contain rims. All other Waste Tires, including those from off-road vehicles, will not be accepted. Avondale residents will be limited to the delivery of five Waste Tires every 90 calendar days.

D. Glendale may refuse to accept waste for disposal at the Facility if such waste is of such a quantity or character that it requires special handling procedures for disposal (Hard to Handle Waste). In the event Glendale identifies waste as Hard to Handle Waste, it shall notify Avondale of its decision not to accept the waste for disposal, or it will notify Avondale of any additional charges related to the disposal of the waste prior to accepting it for disposal.

E. Avondale and Glendale recognize that although Waste Tires constitute Unacceptable Waste, Waste Tires may, on occasion, despite Avondale's best efforts to segregate

wastes, be mixed with Acceptable Waste collected by Avondale and delivered to the Facility for disposal. In such event, Waste Tires will be handled by the Facility and Avondale will be charged an additional Tire Rate as provided in Section 3.3. However, should the receipt and disposal of Waste Tires become a regular occurrence and unduly burdensome on the Facility, Avondale will review its waste collection or recycling procedures and attempt to eliminate Waste Tires from the materials it delivers to the Facility. If Avondale's review and any change in its waste handling or disposal procedures do not resolve the mixed waste problem, the Parties will meet and confer to develop a strategy to address the problem. Although the Parties agree to meet and confer to address this problem in good faith, nothing in this subsection prevents or interferes with Glendale's right to exercise its rights under subsection 2.1(D) above and/or Sections 4 and 7 herein.

2.2 Weighing of Acceptable Waste.

A. City of Avondale vehicles delivering Acceptable Waste shall have a vehicle identification number permanently affixed and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Avondale shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Avondale, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.

B. Glendale shall maintain the weighing devices at the Facility for the purpose of weighing and recording the amount of Acceptable Waste delivered to the Facility. Glendale shall test and recalibrate the weighing devices at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Avondale.

C. In the event the weighing devices become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the weighing device outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 30-day period.

D. To expedite turnaround time at the Facility, Avondale will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Avondale with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Each vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload, and exit the Facility within a period of not longer than twenty (20) minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than twenty (20) minutes is based on the use of the unattended scale system and an average period of not longer than eight (8) minutes to unload the Avondale vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

2.4 **Delivery Vehicles.** Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailer vehicles, open-top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.

2.5 **Hot Loads.** In the event that Glendale accepts a Hot Load from a Avondale vehicle, as provided in subparagraph 2.1(D) above, Avondale agrees to pay the additional costs incurred by Glendale for the handling of that Hot Load. Such costs may include but are not necessarily limited to, costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.

2.6 **Discovery of Unacceptable Waste.** If Glendale discovers Unacceptable Waste or waste that it suspects is Unacceptable Waste received from Avondale, Glendale shall:

A. Isolate, remove, and set aside that portion of the load which it determines is or may be Unacceptable Waste.

B. Notify Avondale of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.

C. Gather, preserve, maintain, and make available to Avondale all evidence demonstrating that the Unacceptable Waste was delivered by Avondale.

D. Test or arrange to have the suspected Unacceptable Waste tested to ascertain whether that waste is Unacceptable Waste.

E. Allow Avondale to: (1) inspect such Unacceptable Waste within eight hours of notice to Avondale of the existence of such waste; and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two (72) hours after the discovery of such waste. For purposes of any inspection conducted, Avondale shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 5.3 below.

2.7 **Rejection of Unacceptable Waste.** Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Avondale as set forth in Subsection 2.6(B) above. Unacceptable Waste shall be deemed accepted if not rejected.

2.8 **Disposal of Unacceptable Waste.** If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Avondale under this Agreement, Avondale shall: (a) to the extent practicable, promptly remove and properly dispose of the Unacceptable Waste; or (b) pay Glendale the actual cost for proper disposal of the Unacceptable Waste. Avondale shall also pay or reimburse Glendale for the actual cost of the inspecting, testing, characterizing, and handling of the Unacceptable Waste.

2.9 **Disposal of Waste Not Deemed Unacceptable.** If, after inspecting and/or testing the waste, Glendale discovers the waste was Acceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Avondale, Glendale shall dispose of that waste at no additional cost to Avondale.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

A. Within ten (10) working days after the end of the preceding month, Glendale shall deliver to Avondale an electronic monthly report specifying the number of tons of waste received during the previous month and any charges for waste disposal. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons, and total fee. Because an unattended weight device will be used to record the weight of each load delivered to the Facility for disposal by Avondale vehicles, weight tickets will be provided to drivers only upon request.

B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.

C. Avondale shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently require payment within thirty (30) days of invoice. These remittance terms may change to align with any change in business practices. Glendale must notify Avondale in writing regarding any changes to the remittance terms, and any changes will not take effect until at least ninety (90) days after the notice is provided in a manner consistent with Section 10.10 of this Agreement.

3.2 Recordkeeping, Accounting, and Auditing.

A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and the basis for the invoicing under this Section including (1) tonnage of Acceptable Waste delivered by Avondale to the Facility; and (2) quantities of Unacceptable Waste, and its ultimate disposition (*e.g.*, segregation, storage or removal for disposal in another facility) of such material including activities undertaken to characterize the waste, and the date, time, and vehicle identification of each vehicle delivering and disposing of it. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with its performance under this Agreement in accordance with generally accepted accounting principles and any applicable State laws.

B. Avondale, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or five years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

A. The Tipping Fees for disposal services at the Facility shall be as follows:

Tipping Fees				Effective Date
Gate Rate	Tire Rate	Hard to Handle	Env. Fee	
$33.25	$6.00	$139.00	$2.00	July 1, 2024 – June 30, 2025
$34.25	$6.00	$140.00	$3.00	July 1, 2025 – June 30, 2026
$35.75	$6.00	$140.00	$3.00	July 1, 2026 – June 30, 2027
TBD	TBD	TBD	TBD	July 1, 2027 – June 30, 2028
TBD	TBD	TBD	TBD	July 1, 2028 – June 30, 2029

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

All loads delivered after closing will be assessed an additional $7.00 per ton. Monday – Friday – after 4:30 PM and Saturday – after 3:05 PM

The rates are based on a minimum annual of 20,000 tons annual brought by the City of Avondale. If the minimum annual tonnage is not met, the following year's rate will be increased to the Council-approved gate rate.

B. Tonnage will be tracked as trucks pass through the weighing device and charged the appropriate Tipping Fee according to this Section.

C. As provided in Section 4.1 of this Agreement, the Tipping Fees shall be reviewed prior to any extension of the term of this Agreement. The Tipping Fees review will be conducted no later than six months prior to the termination of this Agreement, and, if the term of this Agreement is renewed or extended, Tipping Fees adjustments shall apply on the date the renewal becomes effective.

D. The Tipping Fees shall be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility. The Tipping Fees will also be adjusted by Glendale to incorporate an Environmental Risk Fee without a further amendment of this Agreement.

E. Tipping Fees for acceptance of water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility), shall be charged at the same rate as all other Acceptable Wastes, in accordance with subsection 3.3(A) above. The sample analysis shall be conducted annually or more frequently if good cause exists. The Tipping Fees for sludge will also be adjusted by Glendale the amount of any increased handling and treatment costs without a further amendment of this Agreement.

F. All appliances containing Freon and delivered by Avondale residents or Avondale collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal and disposal. This fee is subject to change at any time to reflect the market cost of Freon removal and disposal.

G. A fee will be charged for handling Hard to Handle Waste as provided in Section 3.3 above. This fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. This Agreement shall become effective on the date it is signed by both Parties and shall remain in effect until June 30, 2026. This Agreement may be extended for one additional term of three (3) years, unless terminated pursuant to Section 4.2 below. There is no automatic extension of this Agreement. This Agreement may only be extended in a signed writing, agreed upon, and executed by both Parties.

4.2 Termination.

A. Notwithstanding the provisions of Section 4.1 above, Avondale may terminate this Agreement without cause at the end of any Fiscal Year the Agreement remains in effect by providing 90 days' prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current Fiscal Year and termination will be effective 12:00 a.m. on July 1st of the next Fiscal Year. In the event Avondale provides such notice of termination to Glendale, Avondale shall continue to pay any fees and charges, including Tipping Fees and Hard to Handle Wastes fee, incurred as a result of its delivery and disposal of wastes in the Facility for the 90-day notice and pre-termination period. Avondale, however, will not be required to pay any penalty or liquidated damages for its termination of this Agreement prior to the expiration of the initial or renewal term.

B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Avondale. There shall be no payment associated with the termination of this Agreement by Glendale.

C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. Facility Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility, and perform its obligations under this Agreement, in a manner that is consistent with the terms of this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules and extended hours may be established by mutual agreement of the Parties.

5.3 Right to Inspect. Avondale shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (a) such visits are conducted in a manner that

does not cause any interference with operations; and (b) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

6. Representations and Warranties.

Glendale hereby represents and warrants to Avondale that:

A. Glendale has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby.

B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.

D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.

E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

7. Indemnification.

Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Avondale and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of Glendale's failure to comply with all Applicable Laws, Rules, and Regulations.

8. Obligations during Force Majeure.

8.1 Notice Relating to Force Majeure. If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as practicable, and shall deliver to the other Party within forty-eight (48) hours after such oral notice, a written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.

8.2 Obligation of the Parties during an Event of Force Majeure. If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance

during the existence of the Force Majeure, provided written notice was given in accordance with subsection 8.1 above. A Force Majeure for which said notice has not been properly given shall be considered an unexcused delay and may considered a breach of this Agreement. The effect(s) of said Force Majeure shall be remedied as soon as the Force Majeure has ceased, or as soon as practicable, and the Party claiming the Force Majeure shall use best efforts to eliminate and mitigate the consequences thereof.

9. Immigration Law Compliance.

9.1 Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under Section 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 9.1 above.

9.4 Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 9.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 9.

9.5 Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.

9.6 The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. General Provisions.

10.1 Non-Assignment. Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

10.2 **Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10.3 **Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

10.4 **Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

10.5 **Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

10.6 **No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.

10.7 **Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10.8 **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

10.9 **No Oral Modification.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.

10.10 **Notices.** 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; or (D) delivered by e-mail transmission to the number set forth below:

To Avondale:	City of Avondale Public Works Department 11465 W. Civic Center Drive Avondale, Arizona 85323 Attention: Kirk Beaty, Public Works Director Email: kbeaty@Avondaleaz.gov
With a copy to:	City of Avondale City Attorney's Office 11465 W. Civic Center Drive Avondale, Arizona 85323 Attention: Nicholle Harris, City Attorney Email: nharris@Avondaleaz.gov
To Glendale:	City of Glendale Field Operations Department 6210 W. Myrtle Avenue, Suite 111 Glendale, Arizona 85301 Attention: Michelle Woytenko Field Operations Director Email: mwoytenko@glendaleaz.com
With a Copy to:	City of Glendale City Attorney's Office 5850 W. Glendale Avenue, Suite 450 Glendale, Arizona 85301 Attention: Michael Bailey, City Attorney Email: MBailey@glendaleaz.com

or 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, registered or certified, properly addressed, with sufficient postage; (C) the following business days 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; or (D) when received by email during the normal business hours of the recipient. If a copy of a notice is also five to a party's counselor 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 counselor other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.11 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.

B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

10.12 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement, and that Avondale and Glendale may contract with others to provide for services

similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

10.13 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Avondale and Glendale, or to render either Avondale or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

10.14 Remedies. In addition to the right of termination provided pursuant to Section 4.2 above the Parties, shall have available all remedies provided by law or in equity, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party, for any breach of this Agreement.

10.15 No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

10.16 Uyghur Forced Labor Prevention Act (UFLPA). Each party certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. 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.

10.17 Attestation of PCI Compliance. When applicable, Avondale will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10.18 Lack of Appropriations. Nothing in this Agreement guarantees that some or all of the funds necessary to comply with any obligations under this Agreement will be appropriated or otherwise be available by either party. Each party agree to seek such appropriations in good faith from its City Council, and agrees not to use the lack of appropriation as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, that party may unilaterally terminate this Agreement after providing thirty (30) days written notice to the other party. In the event one party provides such notice to the other, the terminating city will not be entitled to a refund or offset of any amounts previously paid, but will not pay any amounts that become due after providing such notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"AVONDALE" "GLENDALE"

By: _____
Kenneth N. Weise, Mayor

By: _____
Jerry Weiers, Mayor

ATTEST:

ATTEST:

By: _____
Marcella Sarmiento, City Clerk

By: _____
Julie K. Bower, City Clerk

The foregoing agreement between the City of Avondale and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Avondale. No opinion is expressed as to the authority of any parties, other than the City of Avondale to enter into this Agreement.

_____
Nicholle Harris
Avondale City Attorney

The foregoing agreement between the City of Avondale and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

_____
Michael Bailey
Glendale City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1058-0624 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) – Transit Services

MEETING DATE: 6/17/2024

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 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.

A successful public transit program provides mobility options for city residents, facilitates the transportation of workers and customers to business locations within and around the City, and helps to attract future businesses and families who are considering locating in Avondale.

This agenda item supports the following Avondale Strategic Outcome Area:

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

The City will provide an effective public transit program to be responsive to the demands of the City of Avondale's transit customers.

PURPOSE:
City Council will consider a request to adopt Resolution 1058-0624 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2025 (Contract #106-75-2025-13-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Transit Service Agreement
In July 2013, the City of Avondale (the City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide: Fixed Regional Route and Express Route Bus Service; Paratransit Service (a.k.a. Dial-a-Ride); RideChoice Transportation Services; and other considered transit-related services. This Agreement has been amended in subsequent years through 2024 to adjust for costs for

service and changes in service levels and/or routes.

Regional Public Transportation Authority (RPTA)

The Regional Public Transportation Authority (RPTA) is legislatively mandated to implement the transit element of the Regional Transportation Plan developed by the Maricopa Association of Governments (MAG), which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to City Council representation at the RPTA Board level, staff attend monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

DISCUSSION:

This amendment dated July 1, 2024, outlines the total costs for operating public transportation services and the City's share of those costs in Fiscal Year 2025 (FY2025).

Express Service

The 563 Express service runs from the City's park-and-ride located in The BLVD complex to downtown Phoenix. This express route has stops in Buckeye and Avondale. The 562 Express serves the Goodyear Park-and-Ride, which Avondale residents can use. Both routes are managed by RPTA through a private transportation provider. The total cost for the Express services is $721,833, which is an increase of 69% from last fiscal year. Fares, federal preventative maintenance funds, and federal operating assistance will cover a total of $384,416, leaving $337,418 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for Express Service will be $0.

Regional Routes

Routes 3 (Van Buren) and 17 (McDowell) run through the City of Avondale and are managed through the City of Phoenix by a private transportation provider. The total cost for these regional routes is $1,587,594, which is an increase of 9% from last fiscal year. Fares will cover a total of $34,755, leaving $1,552,839 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for regional routes will be $0.

Regional Paratransit Service (Dial-a-Ride)

Valley Metro operates the Regional Dial-a-Ride service to ensure that ADA certified residents who cannot use fixed-route transit services can make trips in a safe, comfortable, and equitable manner through a door-to-door service for eligible residents. The total cost for Dial-a-Ride services is $389,654. Fares in the amount of $18,911, federal operating assistance in the amount of $185,371, and a portion of regional ADA funds dedicated to Avondale in the amount of $185,372 will decrease the cost to the City. The City's cost share for Regional Paratransit Service will be $0. Depending on the demand or lack of demand, this cost could increase or decrease. This demand will be reconciled at the end of the fiscal year.

RideChoice

RideChoice allows ADA certified riders a non-shared ride option. However, the number of rides permitted each month is capped. The total cost for RideChoice services is $403,671. Fares in the amount of $35,067, federal operating assistance in the amount of $167,191, and the remaining balance of ADA regional funds dedicated to Avondale in the amount of $135,834 will decrease the cost to the City. The City's cost share for RideChoice will be $65,579. Just like regional paratransit service, this cost could increase or decrease depending on demand and will be reconciled at the end of the fiscal year.

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2025 Valley Metro services is $65,579. This amount is included in the Public Works Fiscal Year 2025 budget.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2025 (Contract #106-75-2025-13-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza, Matt Dudley, Suzie Hunter*

RESOLUTION NO. 1058-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2025-13-00 (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 cause the execution of the Amendment 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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1058-0624

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT

BETWEEN

THE CITY OF AVONDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 106-75-2025-13-00

This Amendment dated July 1, 2024, amends the following items of the Transit Services Agreement Contract #106-75-2024 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1, 2016, as amended by that certain Amendment dated July 1, 2017, as amended by that certain Amendment July 1, 2018, as amended by that certain Amendment March 19, 2019, as amended by that certain Amendment July 1, 2019, as amended by that certain Amendment August 28, 2019, as amended by that certain Amendment dated July 1, 2020, and as amended by that certain Amendment date July 1, 2021, and as amended by that certain Amendment dated July 1, 2022, and as amended by that certain Amendment dated July 1, 2023 (collectively, the "Agreement").

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2023.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2023.
The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2023.
The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2023.
The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2023.

All other terms of the Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael Wawro, Chief Legal Officer

CITY OF AVONDALE

By: _____

Kenneth Weise, Mayor

By: _____

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____

Nicholle Harris, City Attorney

SCHEDULE "A" – REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$1,890,257.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY25 Fixed Route Bus Estimate
RPTA Operated in the City of Avondale
PTF Funded

Funding	PTF
Hastus	Avondale

Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	562	6,940	$154,206	($2,439)	($7,601)	($72,083)	$72,083
W	563	25,546	567,627	(8,978)	(27,980)	(265,335)	265,335
Grand Total		**32,486**	**$721,833**	**($11,417)**	**($35,581)**	**($337,418)**	**$337,418**

FY25 Fixed Route Bus Estimate
Phoenix Operated in the City of Avondale
PTF Funded

Funding	PTF				
Level	Route	Annual Miles	Gross Cost	Fares*	Net Cost
W	3*	77,232	$805,855	($16,231)	$789,623
S	3*	7,875	82,166	(1,560)	$80,606
W	17*	61,220	638,785	(15,272)	$623,512
S	17*	5,826	60,789	(1,691)	$59,098
Grand Total		**152,152**	**$1,587,594**	**($34,755)**	**$1,552,839**

* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICES COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, the Regional Public Transportation Authority estimates the City of Avondale will pay RPTA a total of **$0** for the provision of paratransit services. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY25 Paratransit Service
Funded by City of Avondale

	Paratransit
Trips	
Paratransit Trips	5,003
Total	5,003
Cost:	
Contractor Transportation Cost	$336,514
RPTA Salaries, Fringes & OHD	$53,140
Total Gross Program Cost	$389,654
Total Fare Revenue	($18,911)
Federal Operating Assistance	($185,371)
Total Net Program Cost Before PTF	$185,372
PTF Balance Available	$321,206
PTF Applied	$185,372
Member City Contributions:	
Paratransit Service	$0
Total Member City Contribution	**$0**

SCHEDULE "D" – RIDE CHOICE TRANSPORTATION SERVICES COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, the City of Avondale will pay the Regional Public Transportation Authority a total of **$65,579.00** for the provision of ridechoice services. This payment will be broken into monthly installments of **$5,464.92**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY25 RideChoice Service
Funded by City of Avondale

	RideChoice
Trips:	
Ride Choice Trips	11,312
Total Trips	11,312
Cost:	
Contractor Transportation Cost	$369,450
RPTA Salaries, Fringes & OHD	$34,221
Total Gross Program Cost	$403,671
Total Fare Revenue	($35,067)
Federal Operating Assistance	($167,191)
Total Net Program Cost before PTF	$201,413
PTF Balance Available	$135,834
PTF Applied	$135,834
Member City Contributions:	
Ride Choice Service	$65,579
Total Member City Contribution	**$65,579**

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ADA) PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2024 to June 30, 2025 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **$321,206.00.** The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$321,206.00**

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1059-0624 - Third Amendment to the Intergovernmental Agreement with the City of Phoenix for Recycling Services

MEETING DATE: 6/17/2024

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 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 City of Avondale residential recycling program fosters a culture of environmental sustainability that is important to the City's strategic outcomes. Continuing this program reinforces the City's position on creating a sustainable community.

This agenda item supports the following Avondale Strategic Outcome Area:

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.

The City's residential recycling service supports the City's goal of providing Natural Resources and Open Spaces by diverting recyclable goods from landfills to recycling centers.

PURPOSE:
City Council will consider a request to adopt Resolution 1059-0624 approving the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2025 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The City of Avondale provides once a week curbside recycling service to over 22,000 households. Annually, the city collects approximately 5,000 tons of recycling materials. Through an Intergovernmental Agreement (IGA) originally adopted on June 21, 2021, the recycling materials are delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed at the facility, they are sold on the open market. The IGA provides for revenue and expense sharing based on a blended recyclables market rate.

DISCUSSION:

The recycling markets continue to be volatile. Commodity prices for cardboard, plastics, metals, and paper have fallen and risen over the last two years. The average quarterly outbound blended rate (the market value of recycled commodities) has not recovered from the high of $115.31 per ton in the first quarter of calendar year 2022. However, the blended rate has stabilized and has stayed at the $40 per ton mark for the first two quarters of calendar year 2024.

This third amendment to the IGA with the City of Phoenix will see an increase in the processing fee from $95.91 to $98.79 per ton. The average quarterly outbound blended rate for the first quarter of Fiscal Year 2025 (Q3 2024) is $49.27per ton. The difference between the processing fee and the average quarterly outbound blended rate results in a net cost to the city of $49.52 per ton of recyclable material delivered to the City of Phoenix. In comparison, the city disposes garbage at the City of Glendale Landfill at a cost of $35.25 per ton in Fiscal Year 2025 per the amended IGA with the City of Glendale.

Because of the City of Avondale's commitment to recycling and sustainability, staff recommends continuing the relationship with the City of Phoenix to dispose of recyclables. Staff submitted a fiscal year 2025 budget supplemental to account for the increased costs of recycling, which did not result in an increased monthly fee for trash services for Avondale residents in fiscal year 2025. However, because the recyclable commodity market is still volatile, staff will continue to monitor the recyclable market and the trend in value of these commodities and will keep the Council apprised of any ongoing long-term escalation of costs that may impact the ability to provide services.

BUDGET IMPACT:

There is no immediate budget impact, but if the recyclable market continues to be volatile, an increase to the solid waste budget may be necessary to continue the program.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2025 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza, Simon Lara, Suzie Hunter*

RESOLUTION NO. 1059-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROCESSING AVONDALE'S RECYCLABLE MATERIALS.

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

SECTION 1. Amendment No. 3 to the Intergovernmental Agreement with the City of Phoenix relating to processing of recyclable materials (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 cause the execution of the Amendment 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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1059-0624

[Amendment No. 3]

See following pages.

	CONTRACT AMENDMENT	**CITY OF PHOENIX** Public Works/Procurement 200 W. Washington St. 7th Floor Phoenix, AZ 85003

Date	April 15, 2024
City Clerk Contract No.	154849
Ordinance # and Date	S-47425 – 04/07/2021
Amendment No.	3
Contract Title	INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE TO ACCEPT AND PROCESS RECYCLABLE MATERIALS
With	City of Avondale
Contact Info	Suzie Hunter, shunter@avondaleaz.gov
City Contact Name	Eduardo Rodriguez
Telephone No.	602-495-5362
Email	Eduardo.rodriguez@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. In accordance with Intergovernmental Agreement (Section 1, Term, Page 3), the contract term is extended from July 1, 2024 through June 30, 2025.

   There is one (1) more option year to extend.

2. In accordance with Intergovernmental Agreement (Section 11, 11.1, Charge or Rebate) The following updated Price Schedule replaces the existing Price Schedule, with an effective date of July 1, 2024.

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	$82.01 per ton $98.21 per ton $95.91 per ton **$98.79 per ton**	07/01/2021-06/30/2022 07/01/2022-06/30/2023 07/01/2023-06/30/2024 **07/01/2024-06/30/2025**
Item 2	Average Quarterly Outbound Blended Rate	$63.92 per ton (Q3 2021) $88.48 per ton (Q4 2021) $115.31 per ton (Q1 2022) $94.00 per ton (Q2 2022) $91.64 per ton (Q3 2022) $86.92 per ton (Q4 2022) $64.34 per ton (Q1 2023) $26.54 per ton (Q2 2023) $31.79 per ton (Q3 2023) $43.97 per ton (Q4 2023) $32.00 per ton (Q1 2024)	07/01/2021-09/30/2021 10/01/2021-12/31/2021 01/01/2022-03/31/2022 04/01/2022-06/30/2022 07/01/2022-09/30/2022 10/01/2022-12/31/2022 01/01/2023-03/31/2023 04/01/2023-06/30/2023 07/01/2023-09/30/2023 10/01/2023-12/31/2023 01/01/2024-03/31/2024

	CONTRACT AMENDMENT	**CITY OF PHOENIX** Public Works/Procurement 200 W. Washington St. 7th Floor Phoenix, AZ 85003

		$42.36 per ton (Q2 2024) **$49.27 per ton (Q3 2024)**	04/01/2024-06/30/2024 **07/01/2024-09/30/2024**
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	35% $0.00 Credit Per Ton $0.00 Credit Per Ton $0.00 Credit Per Ton	 07/01/2022-06/30/2023 07/01/2023-06/30/2024 07/01/2024-06/30/2025

3. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

City of Avondale

Contractor acknowledges receipt of an agreement with the amendment. A signed copy must be returned to The Public Works Department

_____
Signature

_____
Printed Name

_____
Title

Date: _____

City of Phoenix, a municipal corporation
Jeffrey Barton, City Manager

By:_____

Director Name: Felipe Moreno
Director Title: Public Works Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Paul Li
Assistant Chief Counsel

CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1060-0624 - Renewal of the Intergovernmental Agreement with First Things First - Services at the Avondale Resource Center

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & 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 Areas:

Community Oriented Lifelong Learning Opportunities - Avondale will continue to provide programs and services that support the academic success of children entering kindergarten.

Public Health and Safety - Avondale will continue to provide an array of education and health programs for families with children from birth to five years of age. The approval of this agenda item provides residents with access to an array of education and health programs for families with children from birth to five years of age.

PURPOSE:
City Council will consider a request to adopt Resolution 1060-0624, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First to receive $250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2025 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 Arizona Early Childhood Development and Health Board, known as First Things First, is an Arizona State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

The Arizona Complete Health Avondale Resource Center (formerly known as Care1st Resource Center) provides services to residents in the Southwest Valley and surrounding areas. This has been made possible through an innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First (FTF), and the City of Avondale. The initial Intergovernmental Agreement was established with First Things First in April 2009. The City provided a 6,000 square-foot facility, Care1st provided funding for

renovations & operations and First Things First provided programming funding for families with children from birth to age five. Several non-profit organizations have been provided space in the resource center in exchange for providing services.

In January 2021, the City relocated the resource center to a newly built facility. This was made possible by an $11.7 million capital investment from the City of Avondale. The new facility is a 30,000 square-foot multi-generational center providing services to individuals and families from cradle to cane. The center provides parenting activities that aim to increase the family's knowledge of child development, health and promising parenting practices for families with children from birth to age five, as well as referral services that address individual family needs. The center is a one-stop hub for health and human services in the Southwest Valley.

Core services offered:

- Parenting activities, classes related to social-emotional, cognitive, physical, language development, early literacy, supportive parenting skills, school readiness, child safety, and discipline.
- Developmental, hearing and vision screenings.
- Health insurance, nutritional and cash assistance enrollment.
- Women, infants and children nutritional benefit enrollment, education and support.
- Economic support/family stability programs.

DISCUSSION:

The scope of work within this agreement addresses the priority areas of the Regional Council and enhances the services provided at the Arizona Complete Health Avondale Resource Center. The Center connects families to services that support parents with early childhood care and education, housing, and health service information, provides referrals for families, and also conducts outreach efforts to educate the public and organizations that serve families at the resource center. Avondale staff are required to provide a minimum of 240 parenting activities annually. The grant agreement provides an award amount of $250,000. This is the first year renewal of the City's Intergovernmental Agreement with First Things First which will be effective July 1, 2024, through June 30, 2025. There is an option to renew this agreement annually for up to two (2) additional one (1) year terms.

BUDGET IMPACT:

No matching funds are required to receive this financial support, and the general fund will not be impacted. Grant appropriations are included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council approve an Intergovernmental Agreement with Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, d/b/a First Things First to receive $250,000 in funding.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1060-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE GRANTEE AGREEMENT WITH FIRST THINGS FIRST, SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. The Amendment to the Grantee Agreement with First Things First, Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the "Amendment") for fiscal year 2024-2025 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1060-0624

[Amendment]

See following pages.

FIRST THINGS FIRST	**Grant Renewal Amendment**	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2025 Grant Award GRA-RC007-24-1210-01-Y2 Southwest Maricopa Regional Partnership Council Family Resource Centers	

GRANTEE:

City of Avondale

PURPOSE OF AMENDMENT:

1. The parties renew the Grant Agreement for the period of July 1, 2024 through June 30, 2025.

2. Total award amount for the grant period is $ 250,000

3. Contracted Service Units:
   Strategy: Family Resource Centers
   Number of parenting activities conducted: 240

4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.

5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment	The above referenced amendment is hereby executed effective July 1, 2024 once signed and dated below:
_____ Signature	_____ Josh Allen CFO/COO
_____ Name	_____ Date
_____ Title	
_____ Date	

Line-Item Budget and Budget Narrative

SFY25 Line-Item Budget
Budget period: July 1, 2024 – June 30, 2025

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$142,396.80**
	Salaries Family Education Specialist 1.0 FTE Family Education Assistant 1.0 FTE	$80,891.20 $61,505.60	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$68,350.46**
	Fringe Benefits or Other ERE	$38,827.78 $29,522.68	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$15,255.75**
	Contracted Services	$15,255.75	
TRAVEL		**Travel Sub Total**	**$1,755**
	In-State Travel		
	Out-of-State Travel	$1,755	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
	Subgrants or Subcontracts to organizations/ agencies/entities		
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$25,371.74**
	Telephones/Communications Services	$1,200	
	Internet Access		
	General Office Supplies		
	Food	$1,000	
	Rent/Occupancy		
	Utilities		
	Furniture		
	Postage		
	Software (including IT supplies)		
	Dues/Subscriptions	$500	
	Advertising		
	Printing/Copying		
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	$1,445	
	Insurance		
	Program Materials	$9,986.62	
	Program Supplies	$5,000	
	Scholarships		
	Program Incentives	$3,110.37	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0**
	Equipment $4,999 or less in value		
		SUBTOTAL DIRECT PROGRAM COSTS	**$250,000**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$**
	Indirect/Admin Costs		
		TOTAL	**$250,000**

Authorized Signature_____Date _____

SFY25 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Coordinator: This is a twelve-month position and is currently filled by Jacqueline Guerrero it represents 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of $80,891.20 is budgeted for the next fiscal year which includes a reclassification as a Family Education Coordinator with an 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada it represents a 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of $61,505.60 is budgeted for the next fiscal year which includes a 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Coordinator: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of $38,827.78. This amount is based on the City of Avondale calculation of employee-related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of $29,522.68. This amount is based on the City of Avondale calculation of employee-related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of $15,255.75 is budgeted for professional and outside services. Services include and are not limit to Ariona Science Center and Southwest Human Development, Raising a Reader Program, and Arizona Diaper Bank. The types of workshops and services provided include but are not limited to early language and literacy, discipline, brain development, kindergarten readiness, parenting classes health, nutrition, and child safety.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants* ***must*** *use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel found at:* ***https://gao.az.gov/sites/default/files/2023-09/5095%20Reimbursement%20Rates%20%20231001.pdf***

This will include hotel, transportation, and meal cost for the Zero to Three Conference for both First Things First funded staff and the Family Services Manger who manages this contract for a total dollar amount of $1,755.

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a $100 a month for a total cost of $1,200 per year to provide the Family Education Coordinator with a cell phone stipend. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes.

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, support groups, networking, and partner meetings held at the Resource Center for a total of $1,000.

Dues/Subscriptions: This line item will be used to cover the cost associated with AzDN membership for a total $500.

Professional Development/Staff Training: A total of $1,445 will be used to cover the cost of registration for the Zero to Three conference for three staff members (Two (2) FTE, FTF-funded City of Avondale/Resource Center staff and the Family Services Manager who manages this contract).

Program Materials: A total of $9,986.62 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development, and safety. The funds will cover child safety/health items such as car seats, parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.), personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.) and decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of $5,000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of $3,110.37 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development.

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs**: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs**: *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement****.*

Authorized Signature_____Date _____

FIRST THINGS FIRST

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Jerie Guajardo/Family Services Manager	Jerie has 25 years of experience working with children, youth, families, and communities. Experience includes behavioral health, counseling, case management, education, program development and youth development. Holds a Bachelor of Science degree in Human Services with an emphasis in early childhood education and management.	Manage the Family Services Division which includes the Arizona Complete Health Avondale Resource Center and directly supervises both FTF funded staff members	*Yes*	*0.0*

	Anthony currently holds a Bachelor of Arts in Psychology with a focus on Family and Human Development. Anthony has been working with families with children ages 0-5 for 4 years. He has experience working with children ages 3-5 and developing curriculums that are developmentally and age appropriate. Anthony facilitated classrooms of 18 children, supporting children to develop their social emotional skills through play, learning and modeling. He also supported parents by holding monthly parent meetings to discuss children's progress in the classroom and guided parents on how they can extend their child's learning at home by providing weekly activities for families to complete. Anthony was responsible for completing ASQ's as well as hearing and vision screenings.	The Family Support Assistant provides outreach for the Care1st Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries, and community organizations. Essential duties will include Coordinating early childhood programming at the Resource Center and in the community. Collaborating with service providers, schools, and libraries to provide community awareness for early childhood topics. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First and other funders. Provides support to other related department projects and activities. Assists with obtaining financial support which strengthen and expand existing Avondale Resource and Housing Center services.	*Yes*	*1.0*

Jacqueline Gurrero/ Family Education Specialist	Jaqueline is currently in her final semester of school and will be receiving her a Bachelor of Science in Elementary Education/ Child Development. Jaqueline has experience working with young children and their families for the past 13 years. Jaqueline has experience working with tribal communities, Washington School District Family Resource Center, Southwest Human Development, and City of Phoenix as a home visitor with the Early Head start Program. agency. children and their families for the past 13 years. Jaqueline has experience working with tribal communities, Washington School District Family Resource Center, Southwest Human Development, and City of Phoenix as a home visitor with the Early Head start Program. agency.	The Family Education Specialist provides outreach for the Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries, and community organizations. Plans and implements youth programming and related activities to meet community needs based on early childhood development principles and practices. Designs programs that appeal to parents and caregivers of children ages birth to five years. Coordinates early childhood programming at the Resource Center and in the community. Serves as a liaison to school administration; develops and maintains positive working relationships with local and regional community-based organizations, the faith community and veterans and military support services to provide community awareness for early childhood topics. Attends community events, coordinates various annual family events. Promotes programs and activities through outreach and marketing; develops flyers and other marketing material for early childhood development programs and services. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community.	*Yes*	*1.0*

Jacqueline Gurrero/ Family Education Specialist		Assists with providing accurate and timely data reporting to First Things First and other funders. Provides support to other related department projects and activities. Preparation of program budget and budget narratives based on projected cost, and submission of complete and timely grants to grantor entities. Assists with obtaining financial support which strengthens and expands existing Avondale Resource and Housing Center services.		

Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.	
Program Total FTEs:	

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Jerie Guajardo/ Family Services Manger **4/4/24**

Name/Title **Date**

CITY COUNCIL REPORT

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1061-0624 - Amendment No. 3 to the Intergovernmental Agreement with Maricopa County Human Services Department - Community Action Program (CAP) Services

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director

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

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

STRATEGIC PLAN:
Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.The Avondale CAP office is a reputable service provider in the Central West area. For many years, the CAP office has been dedicated to assisting residents with rental, utility, and mortgage needs. Moreover, they go beyond mere financial aid by offering valuable referrals and linking residents to various support services.

PURPOSE:
City Council will consider a request to adopt Resolution 1061-0624, approving Amendment No. 3 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, 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 Community Action Program (CAP) has been providing assistance to the residents of Avondale since 1964. Services cater to individuals and families who require support for various reasons. Often, families living below the poverty line struggle to save money for unexpected crises. Consequently, they rely on assistance during significant household changes, including shifts in employment, medical emergencies, divorces, caring for elderly family members, or unexpected vehicle expenses.

The Community Action Program (CAP) offers assistance to households and families experiencing financial hardship by providing support for utility payments, rent and mortgage. The specified service area covered by the contract encompasses Avondale, Goodyear and Litchfield Park, as well as unincorporated areas extending north to Glendale Avenue, including Litchfield Park, and east/south to Laveen, excluding the unincorporated areas surrounding Laveen. This particular area is referred to as the Central West CAP region in Maricopa County.

In 2021 and 2022, the Avondale CAP office provided assistance to 3,189 households in the amount of $11.9M. In 2023, the Avondale CAP office provided assistance to 692 households in the amount of $2.3M. To date, in FY24, the Avondale CAP office provided a total of $4.5M in rental, utility, and mortgage assistance.

DISCUSSION:

This third amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department will provide funding in the amount of $297,000. The funding is available as cost reimbursement to the City. The grant term begins July 1, 2024 and will be in effect until June 30, 2025.

BUDGET IMPACT:

The total funding provided by Maricopa County Human Services Department is $297,000 for the administration of the Avondale Community Action Program. All funds will be utilized for the following purposes; personnel, employee-related expenses, professional & outside services (contracted temporary staff), travel, materials & supplies, and operating services. Maricopa County Human Services Department requires a 25% cash match of the total award amount, which is equal to or greater than $74,250. The City's cash match contribution exceeds the required 25% match and the match is included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution and approve a third amendment to the Intergovernmental Agreement with MCHSD to receive $297,000 in funding.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1061-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING TO OPERATE THE COMMUNITY ACTION PROGRAM

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

SECTION 1. Amendment No. 3 to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County, Arizona for a grant award to operate the City's Community Action Program for fiscal year 2024-2025 (the "Third Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of this Third Amendment 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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1061-0624

[Third Amendment]

See following pages.

AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about July 21, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Avondale. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about September 22, 2023. Amendment No.1 extended the term of the Agreement through June 30, 2024. Amendment 1 replaced Section 3 Work Statement in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 was replaced in its entirety with a not to exceed amount of $297,000 for the funding period from July 1, 2023 through June 30, 2024.

The parties entered into Amendment No. 2 on or about September 22, 2023. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was revised to correct the line-item budget Total Costs in the Travel and Operating Services budget categories. The total funding amount in Amendment No. 2 was not changed.

II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:

A. Extend the Agreement term from June 30, 2024, through June 30, 2025.

B. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative:
Human Services Department
Community Resilience Division
TJ Reed, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

C. Revise Section 1 (General Provisions) to add the following Paragraphs to the Agreement:

57.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

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

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

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

57.1.3 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.

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

D. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy & Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.2.1.1.3 Scanning and uploading required documents, if needed.

2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.

2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)

2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Crisis Assistance Applicants.

2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs

2.2.2.1 Contractor shall navigate to the Community Resilience Division (CRD) Empowerment Pathway Program.

2.2.2.2 CRD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:

2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services

2.2.2.2.2 Senior Adult Services Division (SASD) case management services

2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services

2.2.2.2.4 CRD Homeless Services

2.2.2.2.5 Housing and Community Development Division (HCD) emergency home repair services

2.2.2.3 Navigation to Internal Program Services

2.2.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2024, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.2.3.1.1 Community need

2.2.2.3.1.2 Anticipated program outcome(s)

2.2.2.3.1.3 Description of program service

2.2.2.3.1.4 Projected number of individuals/ households to be served

2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.2.2.3.1.6 Data collection methodology

2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.3 Information and Referrals

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.4 Service Requirements

2.4.1 MCHSD Crisis Financial Assistance Services

2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.

2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;

2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;

2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;

2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;

2.4.1.2.6 Upload eligibility documents in HSD Dynamics;

2.4.1.2.7 Research each household member to determine if they have received previous assistance.

2.4.1.2.8 Research and enter vendor/provider information in Dynamics.

2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

2.4.1.3.1 Contractor will assign and disposition twenty (20) program applications per week, to Client Services Specialist;

2.4.1.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assign and dispositioned.

2.4.1.3.2 Upload eligibility documents in HSD Dynamics;

2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;

2.4.1.4 Contractor shall adhere to the following:

2.4.1.4.1 Use the MCHSD/CRD Policy & Procedure Program Manual, as amended, in the provision of services;

2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;

2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;

2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CRD Policy and Procedure Program Manual;

2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;

2.4.1.4.6 Conduct quality assurance review on all submitted service authorizations;

2.4.1.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date;

2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.4.2 Navigation Services

2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.4.2.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.

2.4.2.4 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.4.2.5 Navigation services shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals

2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.

2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.5 Facility Requirements

2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.5.1.1 AZDES LIHEAP Application Portal;

2.5.1.2 HSD Client Portal;

2.5.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.5.1.4 Online job search and submission of application/ resume; and/or

2.5.1.5 Information regarding scholarships and federal financial aid.

2.5.2 Contractor shall ensure adequate space for the following:

2.5.2.1 On-site workshops and training classes;

2.5.2.2 Local job/career fairs; and

2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements

2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:

2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.

2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access

2.7.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:

2.7.3.1 Approving clients for services they are not eligible for;

2.7.3.2 Denying eligible clients services; and

2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements

2.8.1 Contractor shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;

2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.8.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and

2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

2.8.2 Code of Conduct:

2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:

2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.8.2.1.2 Actions on behalf of the County without appropriate authorization.

2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.8.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings

2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.9.2 Contractor shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 Cooperation in Strategic Planning and Community Needs Assessment:

2.10.1 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.11 Training and Technical Assistance

2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:

2.11.1.1 MCHSD/CRDCRD Policy & Procedure Program Manual;

2.11.1.2 MCHSD funded financial assistance services;

2.11.1.3 Use of HSD Dynamics;

2.11.1.4 Reports and forms, as required;

2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.11.1.6 Trauma Informed Care

2.11.1.7 Motivational Interviewing

2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.11.1.9 Review of program monitoring findings; and
2.11.1.10 Other training and technical assistance as needed/required.

2.12 Limited English Proficiency
2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
2.12.2 Applicable Program Rules and Regulations:
2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
2.12.2.2 COATS Human Services Reauthorization Act of 1998;
2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
2.12.2.5 Stewart B. McKinney Homeless Assistance Act;
2.12.2.6 ARS §46-241-State Short Term Crisis Services;
2.12.2.7 ARS §46-731–Utility Assistance;
2.12.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
2.12.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
2.12.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
2.12.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.12.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.12.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.13 MCHSD Grievance Procedures

2.13.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.

2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRDCRD.

2.13.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CRDCRD Policy & Procedure Program Manual

2.14 Pandemic Award Performance

2.14.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

E. Revise Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 (Funding), by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN is an existing source of funding in the Agreement.

F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Contractor with a not to exceed amount of $297,000 for the period of July 1, 2024, through June 30, 2025, Fiscal Year 2025. Unexpended funds from Fiscal Year 2024 shall not be available for expenditures in Fiscal Year 2025.

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

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

V. The above contains all the changes to the Agreement made by this Amendment No. 3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

VI. The Parties have authorized the undersigned to execute this Amendment No. 3, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

APPROVED BY:
CITY OF AVONDALE

_____
Mayor Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 3 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 City Date

APPROVED BY:
MARICOPA COUNTY

_____
Jack Sellers, Chairman Date
Board of Supervisors

Attested To:

_____
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

BY: _____
Deputy County Attorney Date

City of Avondale Operating Budget – CAP Services

Contract Period	July 1st, 2024, through June 30th, 2025

Funding

County Funds	$297,000
Cash Match Contributions	$198,467
	$495,467

Budget Category	Direct Cost	Administration Cost	Total Cost
Total Expenses	**$350,101**	**$145,366**	**$495,467**

CITY COUNCIL REPORT

ITEM NUMBER: 4.j.

SUBJECT: Resolution 1062-0624 - Amendment No. 1 to the Intergovernmental Agreement with Maricopa County Human Services Department for the CSBG Service Initiative

MEETING DATE: 6/17/2024

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 adopt Resolution 1062-0624, approving an amendment to the Intergovernmental Agreement with Maricopa County Human Services Department to extend the agreement term from July 1, 2024, through June 30, 2025, for $75,000 to support the City's Temporary Shelter Services Initiative to provide long-term case management and shelter for families experiencing homelessness; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In January 2023, A New Leaf was awarded a contract for $62,500 to fund a position to provide Family Navigation Services for Avondale families experiencing homelessness.

On August 21, 2023, the City Council approved a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to continue Family Housing Navigation Services through a $62,500 agreement to A New Leaf, replacing a previous agreement and ensuring services through December 2024.

On December 18, 2023, City Council approved Resolution 1082-1223 and entered an Intergovernmental Agreement with Maricopa County Human Services Department for $62,500 to expand a partnership with A New Leaf, adding a part-time caseworker and the ability to provide safe temporary housing in the form of motel and hotel vouchers for families experiencing homelessness.

DISCUSSION:

Staff seek to extend the agreement with the Maricopa County Human Services Department through an amendment that will provide important funding for the City's work to serve those experiencing homelessness and expand services specifically for families experiencing homelessness. The funding provided by the Maricopa County Human Services Department will allow the City of Avondale - Neighborhood and Family Services Department to continue and expand the following elements of homeless services:

- Caseworker - The agreement will provide $37,466 to continue a part-time caseworker for families experiencing homelessness. This position will support the full-time Family Housing Navigator already in place.
- Temporary Safe Shelter for Families - The agreement will provide $37,534 for safe temporary housing in the form of hotel and motel vouchers.

The County shall provide funding to the City of Avondale for service delivery. The funding for services shall be on a reimbursement basis to the City.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY25 is $75,000 to provide case management and safe temporary shelter for families experiencing homelessness in Avondale. A grant match is included in the FY2025 budget.

RECOMMENDATION:

Staff recommend that City Council adopt a Resolution approving an Amendment to the Intergovernmental Agreement with Maricopa County Human Services Department for $75,000 to support the City's Temporary Shelter Services Initative to provide long-term case management and shelter for families experiencing homelessness.

Contact person for document distribution: *Brian Planty*

RESOLUTION NO. 1062-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE CITY'S TEMPORARY SHELTER SERVICES INITIATIVE.

WHEREAS, Maricopa County, Arizona (the "County"), has awarded the City of Avondale (the "City") a Community Services Block Grant in the amount of $75,000.00 (the "Grant"), with a City match of $46,356.00, to assist with the City's Temporary Shelter Services Initiative; and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $75,000.00; (ii) the expenditure of a City match in an amount not to exceed $46,356; and (iii) the execution of the amendment between the County and the City relating to acceptance and administration of the Grant (the "Amendment") in the form attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1062-0624

[Amendment]

See following pages.

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about December 28, 2023. The purpose of the Agreement is to support the City of Avondale's Temporary Shelter Services Initiative (the "Initiative") to provide a long-term case management program with emphasis on addressing housing instability for families experiencing homelessness. The Agreement term is December 1, 2023, through June 30, 2024. The County provided the Subrecipient with $62,500 in Community Service Block Grant (CSBG) Funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES) for Initiative activities. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:

A. Extend the Agreement term from July 1, 2024, through June 30, 2025.

B. Revise Paragraph 6 (Funding) and attached Operating Budget by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of $75,000 in CSBG funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES). The funding period of availability is July 1, 2024, through June 30, 2025, fiscal year 2025. Unexpended funds from fiscal year 2024 shall not be available for expenditures in the fiscal year 2025.

C. Revise Paragraph 13.0 (Notices) for Maricopa County Representative and replace it with the following:

Maricopa County
Human Services Department
TJ Reed, Assistant Director
Community Resilience Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

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

IV. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties.

V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
THE CITY OF AVONDALE

_____
City Manager Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 11-952, THIS AMENDMENT 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 City Date

APPROVED BY:
MARICOPA COUNTY

_____
Jack Sellers Date
Chairman of the Board of Supervisors

Attested To:

_____
Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT 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 MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

City of Avondale
Operating Budget
FY2025

City of Avondale Operating Budget – CSBG Service Initiatives
Contact Period - July 1st, 2024, through June 30th, 2025

Funding	
County Funds	$75,000
Cash Match Contributions	$46,356
Total	**$121,356**

Budget Category	Direct Cost	Administration Cost	**Total**
Total Expenses	$113,856	$7,500	**$121,356**

CITY COUNCIL REPORT

ITEM NUMBER: 4.k.

SUBJECT: Resolution 1063-0624 and 1064-0624 – Maintenance Improvement District No. 36 - Three Rivers Ranch - Parcel 1

MEETING DATE: 6/17/2024

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 1063-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 36, Three Rivers Ranch - Parcel 1, providing for the assessment; (c) adopt Resolution 1064-0624, 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, 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. 36, Three Rivers Ranch - Parcel 1, located west of the intersection of Dysart Road and Alamar Boulevard, is attached. In the case in which all the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the 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. 36, Three Rivers Ranch - Parcel 1, 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*

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

District #36

MID # (assigned by City of Avondale)

Three Rivers Ranch - Parcel 1

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 39.045 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

By: _____

Name: James C Stockwell Jr

Title: Manager

Address: _____

Date: 9/15/2023

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On September 15, 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]

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"**Property Owner**"

Entity Name: _____

Property Tax Parcel Numbers: 500-60-001C

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]

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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 - PARCEL 1

A PORTION OF LAND LOCATED IN 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 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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 79 DEGREES 52 MINUTES 27 SECONDS WEST, 1170.84 FEET;

THENCE NORTH 02 DEGREES 37 MINUTES 06 SECONDS EAST, 0.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 101.81 FEET;

THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS WEST, 71.01 FEET;

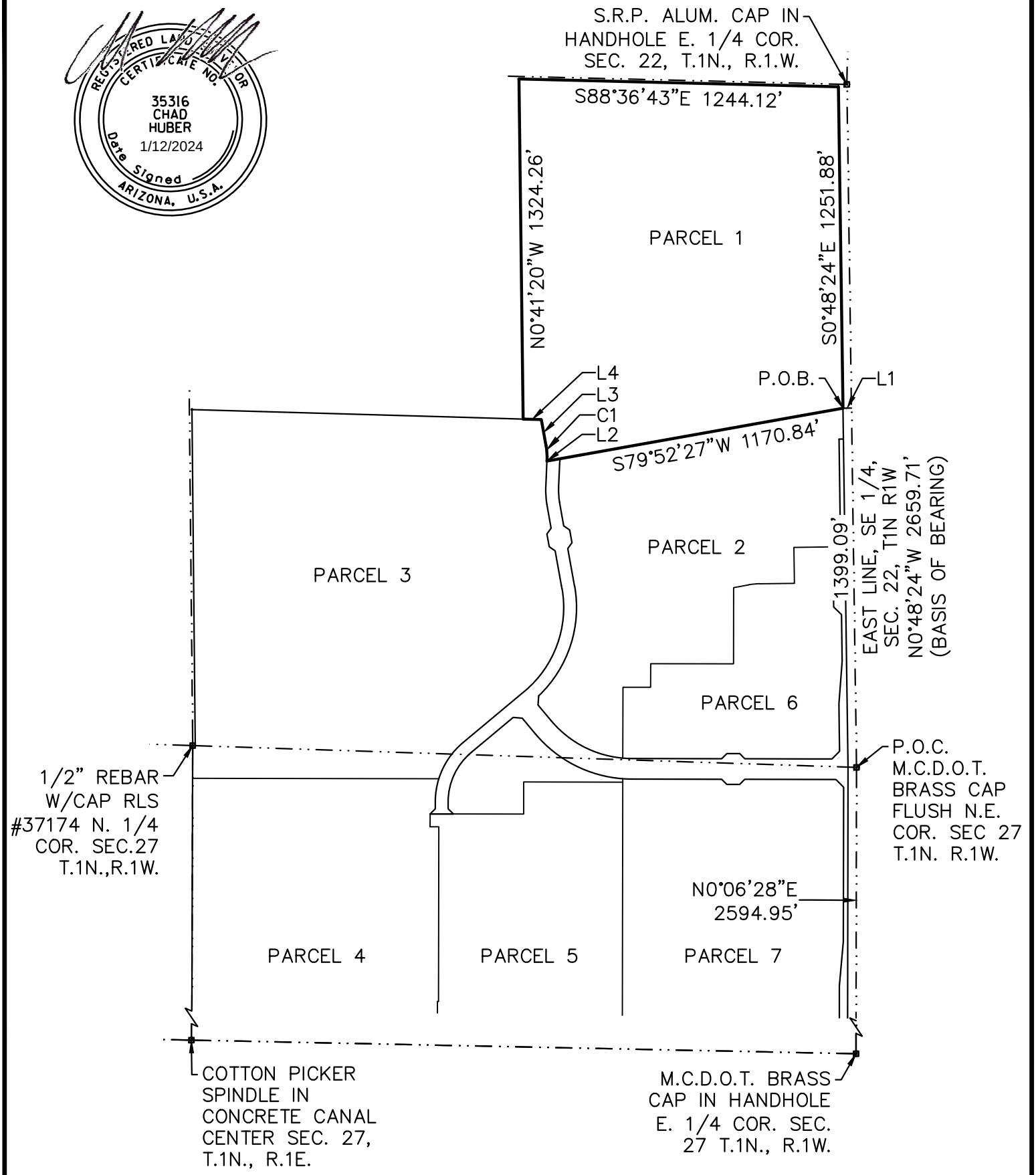
THENCE NORTH 00 DEGREES 41 MINUTES 20 SECONDS WEST, 1324.26 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, 1244.12 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST A DISTANCE OF 1251.88 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 1,700,796 SQUARE FEET OR 39.045 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 1 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. 36		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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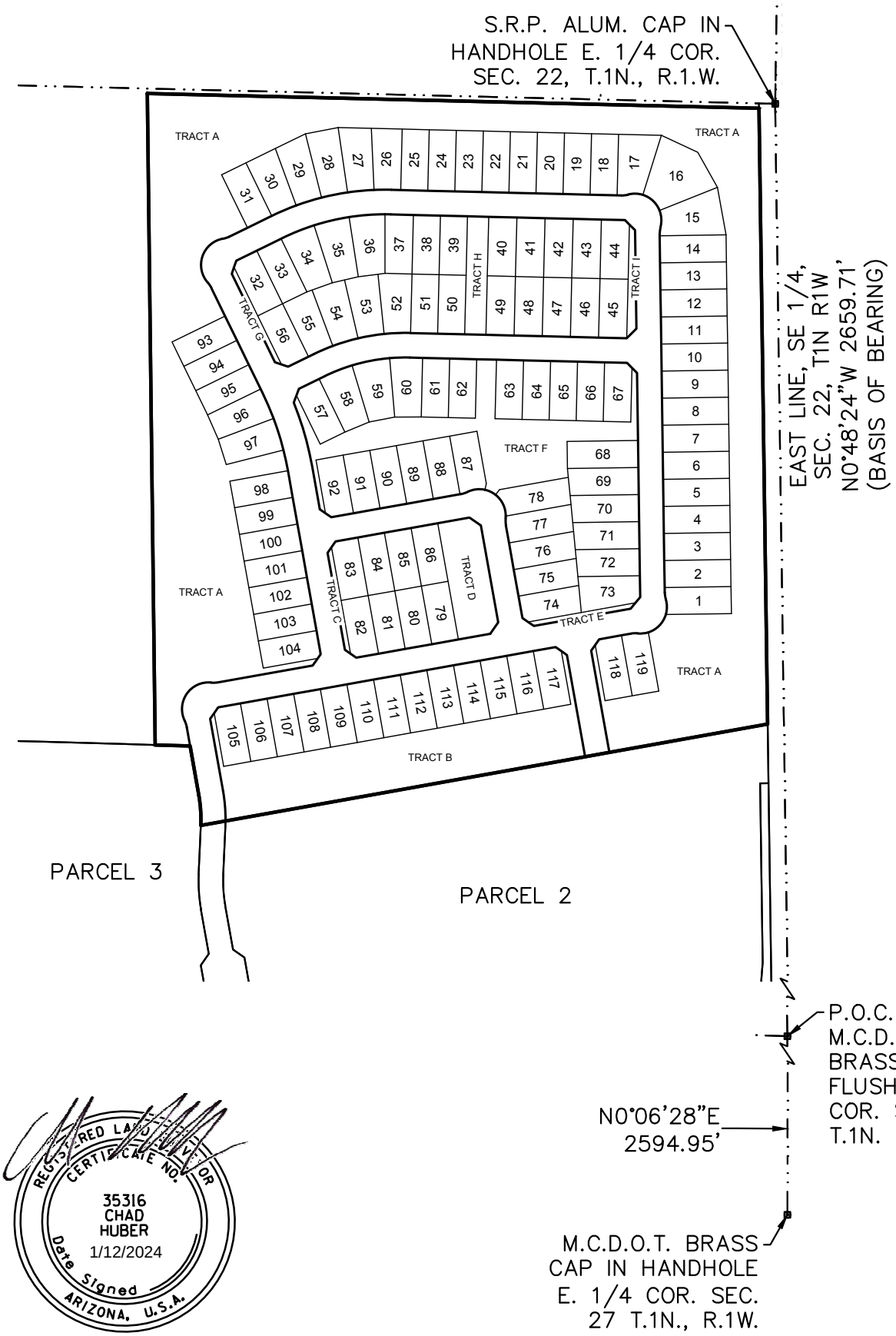

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.

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C	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
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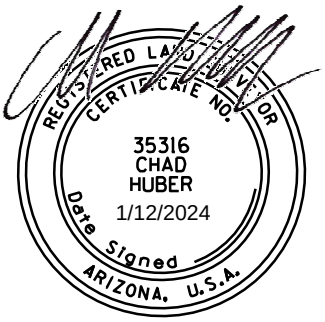

CHAD W. HUBER
RLS 35316

MID No. 36

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ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 1
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
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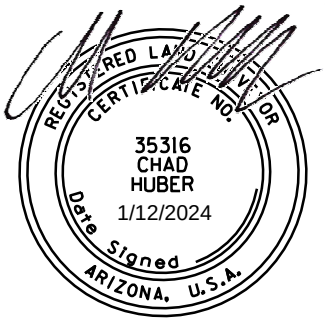

CHAD W. HUBER
RLS 35316

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MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 1
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CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Parcel 1

Gross Area (AC):	39.05
Number of Lots:	119

City of Avondale
Maintenance Improvement District No. 36
Three Rivers Ranch Parcel 1

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:	4.15 AC
Tract Area:	13.54 AC

Annual Maintenance Fee

Right-of-way:	4.15 AC	x	$ 2,000 / AC	=	$ 8,300.00
Tract Area:	13.54 AC	x	$ 10,500 / AC	=	$ 142,170.00
				=	**$ 150,470.00**

Annual Administrative Fee

	$ 150,470.00	x	5%	=	**$ 7,523.50**

Total Annual Cost

	$ 150,470.00	+	$ 7,523.50	=	**$ 157,993.50**

Total Cost per Month

	$ 157,993.50	/	12 Months	=	**$ 13,166.13**

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 1063-0624

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. 36 – THREE RIVERS RANCH PARCEL 1, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

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

WHEREAS, the Council of the City of Avondale (the "City Council") desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 36 – Three Rivers Ranch Parcel 1 (the "Assessment District") over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the "Assessment Diagram") attached hereto as a part of Exhibit A and incorporated herein by reference; and

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

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

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

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

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

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

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

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer's estimate for the City of Avondale Maintenance Improvement District No. 36 – Three Rivers Ranch Parcel 1, filed with the City Clerk prior to the adoption of this Resolution (the "Plans and Specifications"), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in

the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 36 – Three Rivers Ranch Parcel 1.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1063-0624

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 1

A PORTION OF LAND LOCATED IN 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 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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 79 DEGREES 52 MINUTES 27 SECONDS WEST, 1170.84 FEET;

THENCE NORTH 02 DEGREES 37 MINUTES 06 SECONDS EAST, 0.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 101.81 FEET;

THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS WEST, 71.01 FEET;

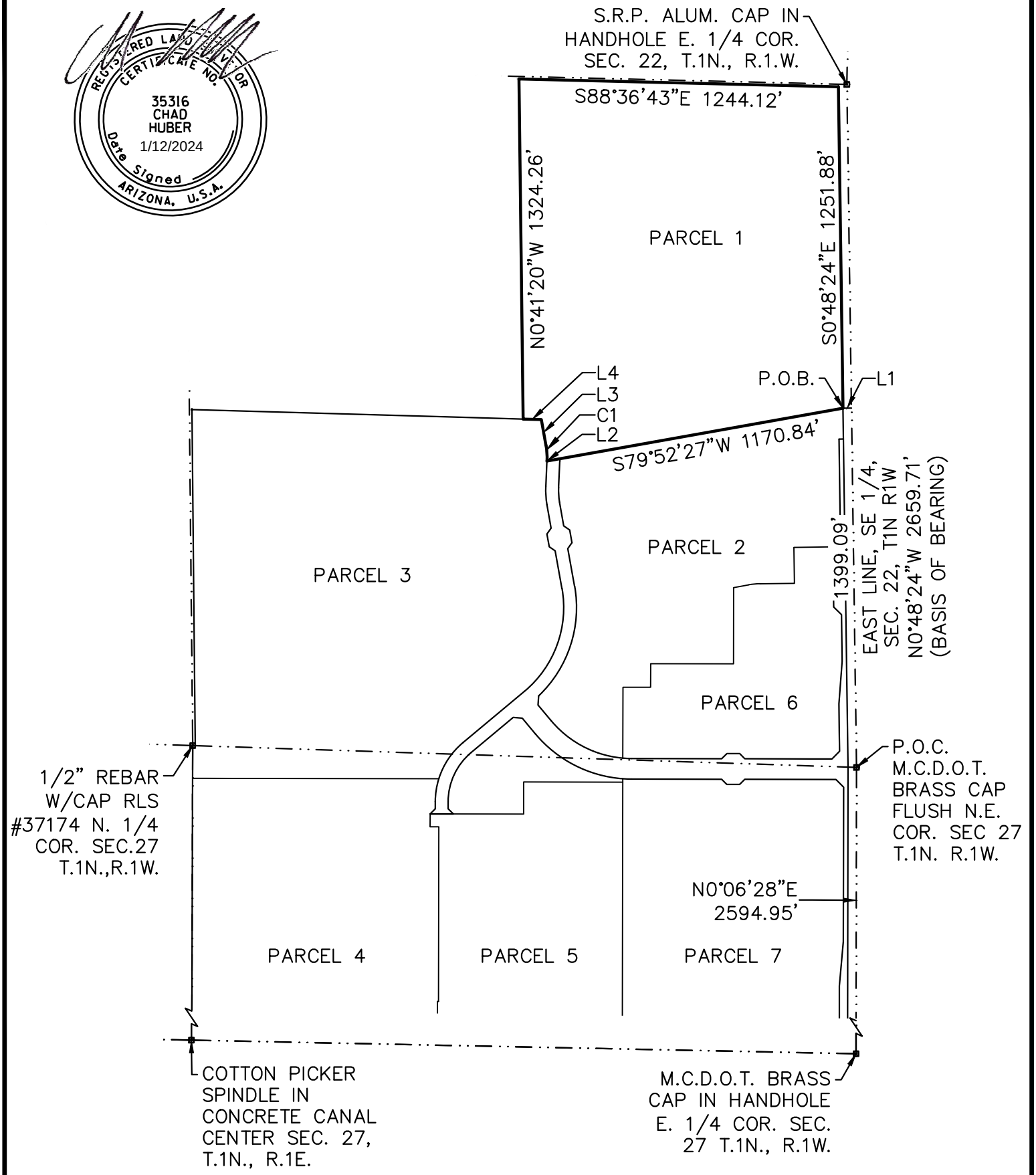
THENCE NORTH 00 DEGREES 41 MINUTES 20 SECONDS WEST, 1324.26 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, 1244.12 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST A DISTANCE OF 1251.88 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 1,700,796 SQUARE FEET OR 39.045 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.



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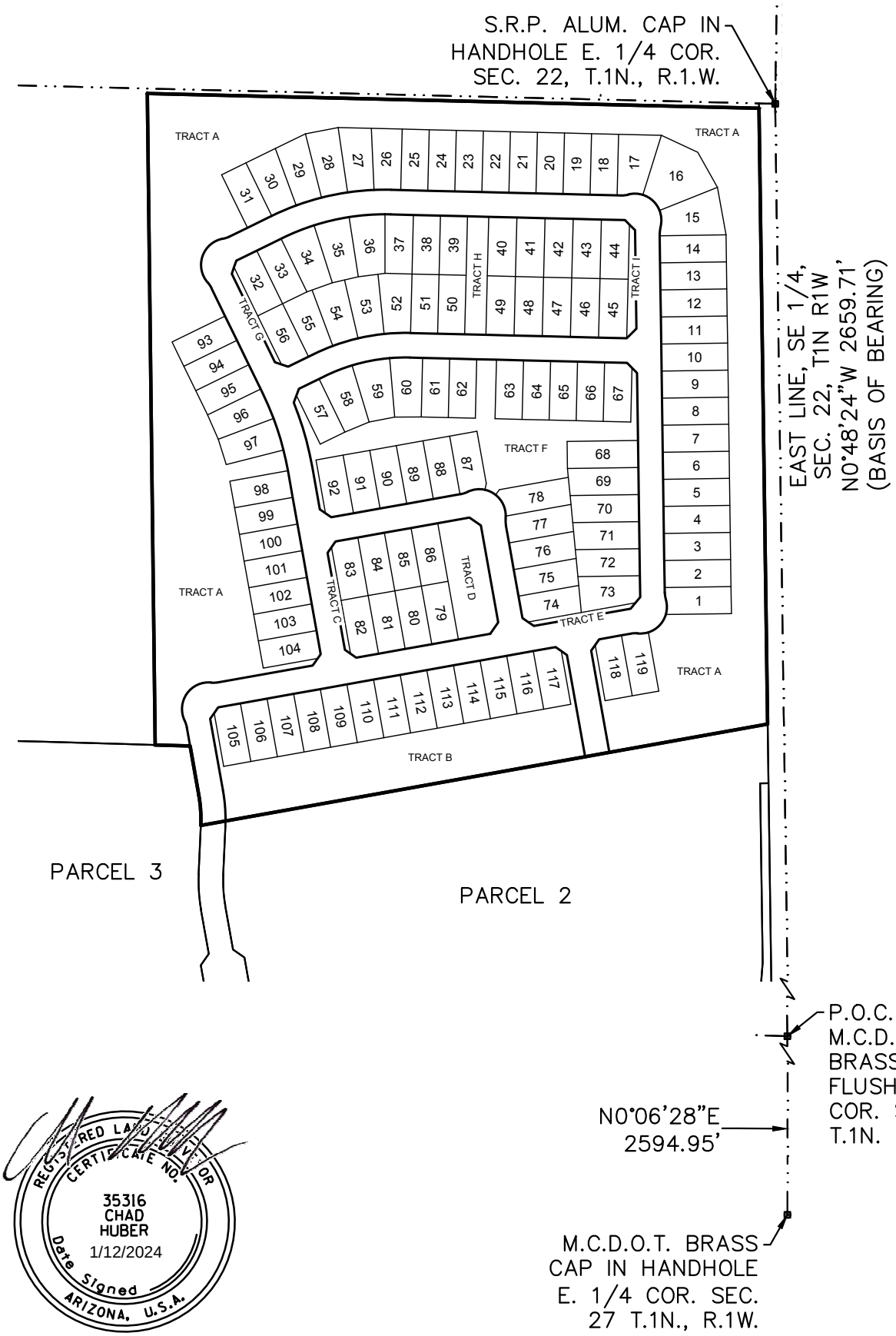

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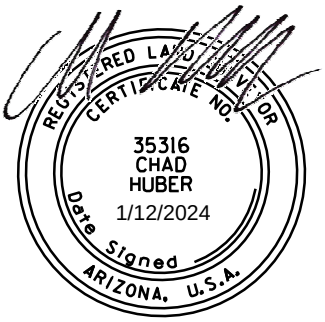

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RLS 35316

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ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 1
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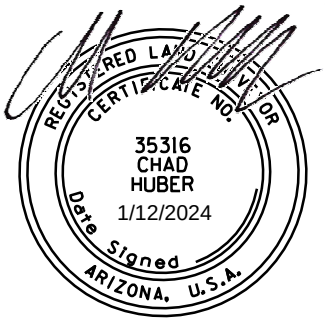

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THREE RIVERS RANCH - PARCEL 1
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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RESOLUTION 1064-0624

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. 36 – THREE RIVERS RANCH PARCEL 1; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the "City Council") has adopted Resolution 1063-0624 declaring its intent to form the City of Avondale Maintenance Improvement District No. 36 – Three Rivers Ranch Parcel 1; and

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

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 36 – Three Rivers Ranch Parcel 1 (the "District") as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the 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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1064-0624

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 1

A PORTION OF LAND LOCATED IN 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 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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 79 DEGREES 52 MINUTES 27 SECONDS WEST, 1170.84 FEET;

THENCE NORTH 02 DEGREES 37 MINUTES 06 SECONDS EAST, 0.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 101.81 FEET;

THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS WEST, 71.01 FEET;

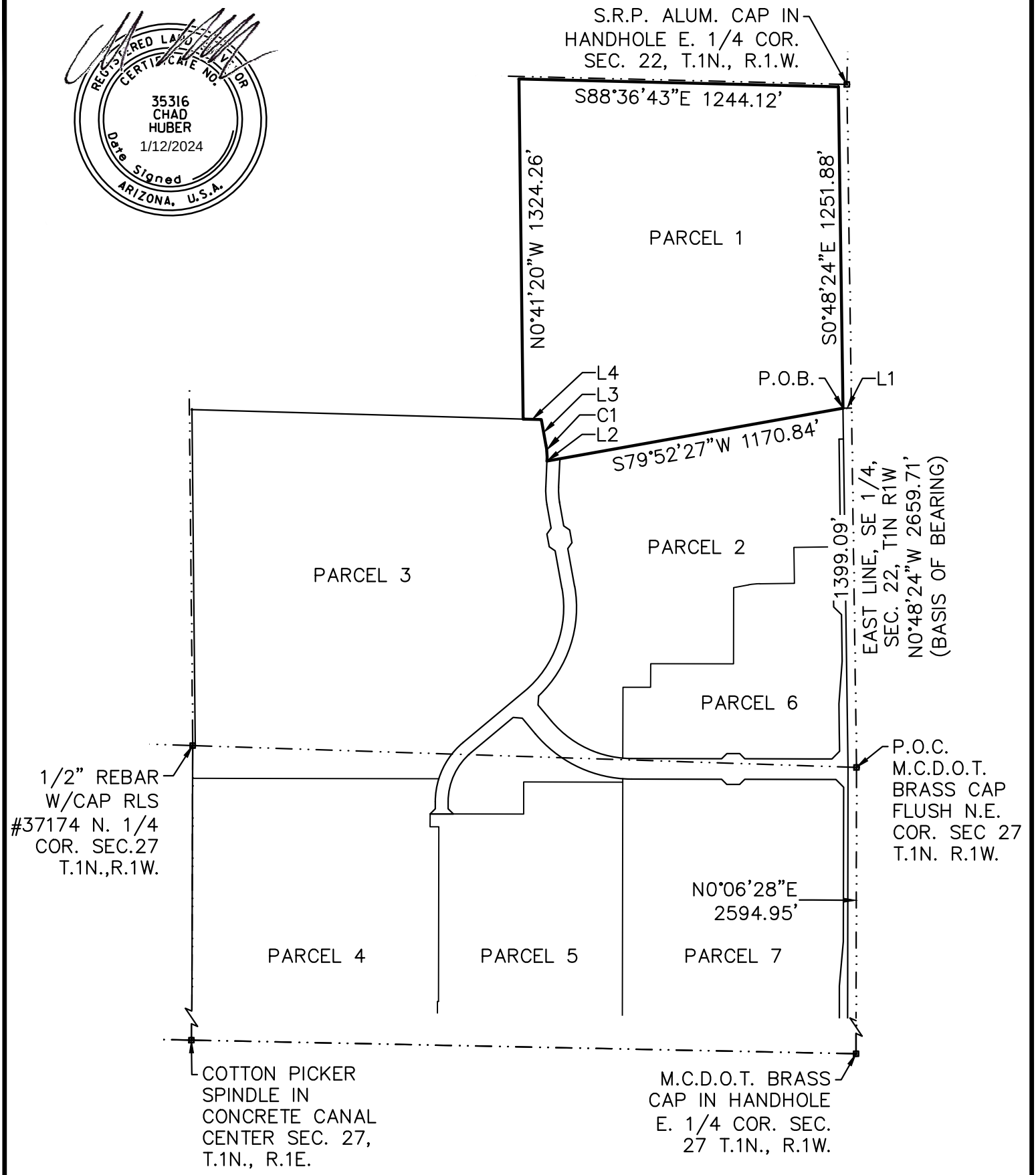
THENCE NORTH 00 DEGREES 41 MINUTES 20 SECONDS WEST, 1324.26 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, 1244.12 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST A DISTANCE OF 1251.88 FEET TO THE **POINT OF BEGINNING**;

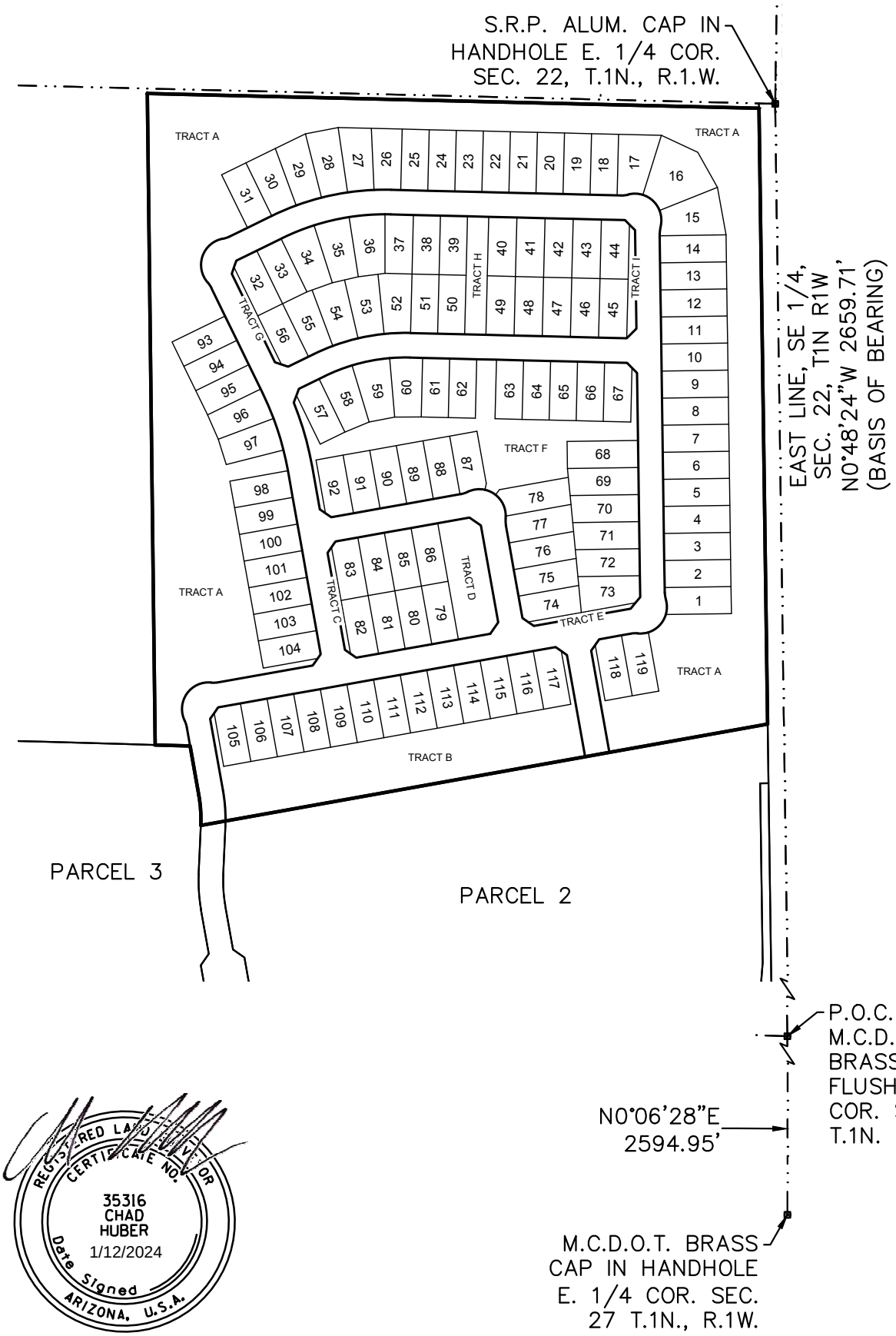
SAID PARCEL CONTAINS 1,700,796 SQUARE FEET OR 39.045 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 1 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. 36		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

WATSON, ZACH 1/18/2024 2:11 PM K:\EAV_CIVIL\291705009- THREE RIVERS RANCH\CADD\SURVEY\PARCEL 1\MID\PARCEL 1-MID.DWG



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 1 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. 36		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" =300'	ZTW	CWH	Jan. 2024	291705009	2 OF 4

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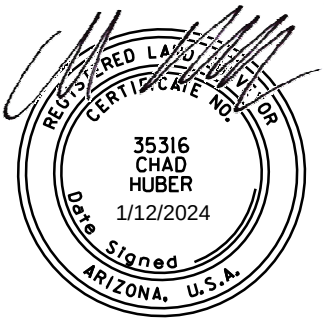
TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	412,567.41	9.4712	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / TRAIL / ELECTRICAL EASEMENT
B	83,287.42	1.9120	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / ELECTRICAL EASEMENT
C	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	20,181.17	0.4633	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / TOT LOT (PLAYGROUND)
E	2,108.51	0.0484	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	53,709.32	1.2330	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE
G	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	10,358.98	0.2378	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	3,337.27	0.0766	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	180,980	4.1547	ATLANTIS WAY / 131ST DRIVE / 131ST LANE / 132ND AVENUE / SOUTHGATE AVENUE / TRUMBULL ROAD



CHAD W. HUBER
RLS 35316

MID No. 36

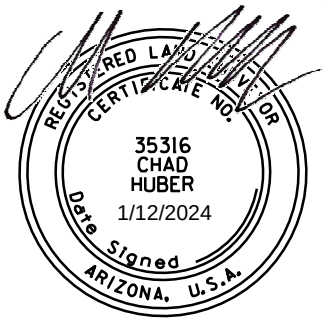
MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 1
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00	S89°11'36"W
L2	0.41	N2°37'06"E
L3	101.81	N10°07'33"W
L4	71.01	N88°21'57"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°44'39"	275.00'	61.17'	N3°45'13"W	61.04'



CHAD W. HUBER
RLS 35316

MID No. 36

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 1
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 4

CITY COUNCIL REPORT

ITEM NUMBER: 4.l.

SUBJECT: Resolution 1065-0624 and 1066-0624 – Maintenance Improvement District No. 37 - Three Rivers Ranch - Parcel 2

MEETING DATE: 6/17/2024

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 1065-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 37, Three Rivers Ranch - Parcel 2, providing for the assessment; (c) adopt Resolution 1066-0624, 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, 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. 37, Three Rivers Ranch - Parcel 2, located west of the intersection of Dysart Road and Alamar Boulevard, is attached. In the case in which all the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the 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. 37, Three Rivers Ranch - Parcel 2, 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*

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

District #37

MID # (assigned by City of Avondale)

Three Rivers Ranch - Parcel 2

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 20.667 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 and 500-60-001D

By: _____

Name: James C Stockwell Jr

Title: Manager

Address: _____

Date: 9/15/2023

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On September 15, 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]

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"**Property Owner**"

Entity Name: _____

Property Tax Parcel Numbers: 500-60-001C and 500-60-001D

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 - PARCEL 2

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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 120.13 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 17.01 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 364.31 FEET;

THENCE SOUTH 04 DEGREES 23 MINUTES 24 SECONDS WEST, 55.23 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 176.78 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 139.80 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 134.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 16 SECONDS, AN ARC LENGTH OF 43.92 FEET.

THENCE SOUTH 79 DEGREES 52 MINUTES 20 SECONDS WEST, 59.60 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 296.93 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 322.54 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 91.78 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 107.81 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 276.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 05 DEGREES 00 MINUTES 17 SECONDS EAST, 410.00 FEET;

THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 10 SECONDS, AN ARC LENGTH OF 322.75 FEET.

THENCE NORTH 39 DEGREES 53 MINUTES 32 SECONDS WEST, 80.03 FEET;

THENCE NORTH 03 DEGREES 55 MINUTES 20 SECONDS EAST, 36.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 43 DEGREES 40 MINUTES 26 SECONDS WEST, 475.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56 DEGREES, 27 MINUTES, 07 SECONDS, AN ARC LENGTH OF 468.01 FEET.

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 148.28 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 27 SECONDS EAST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 50.00 FEET;

THENCE NORTH 55 DEGREES 07 MINUTES 33 SECONDS WEST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 91.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET;

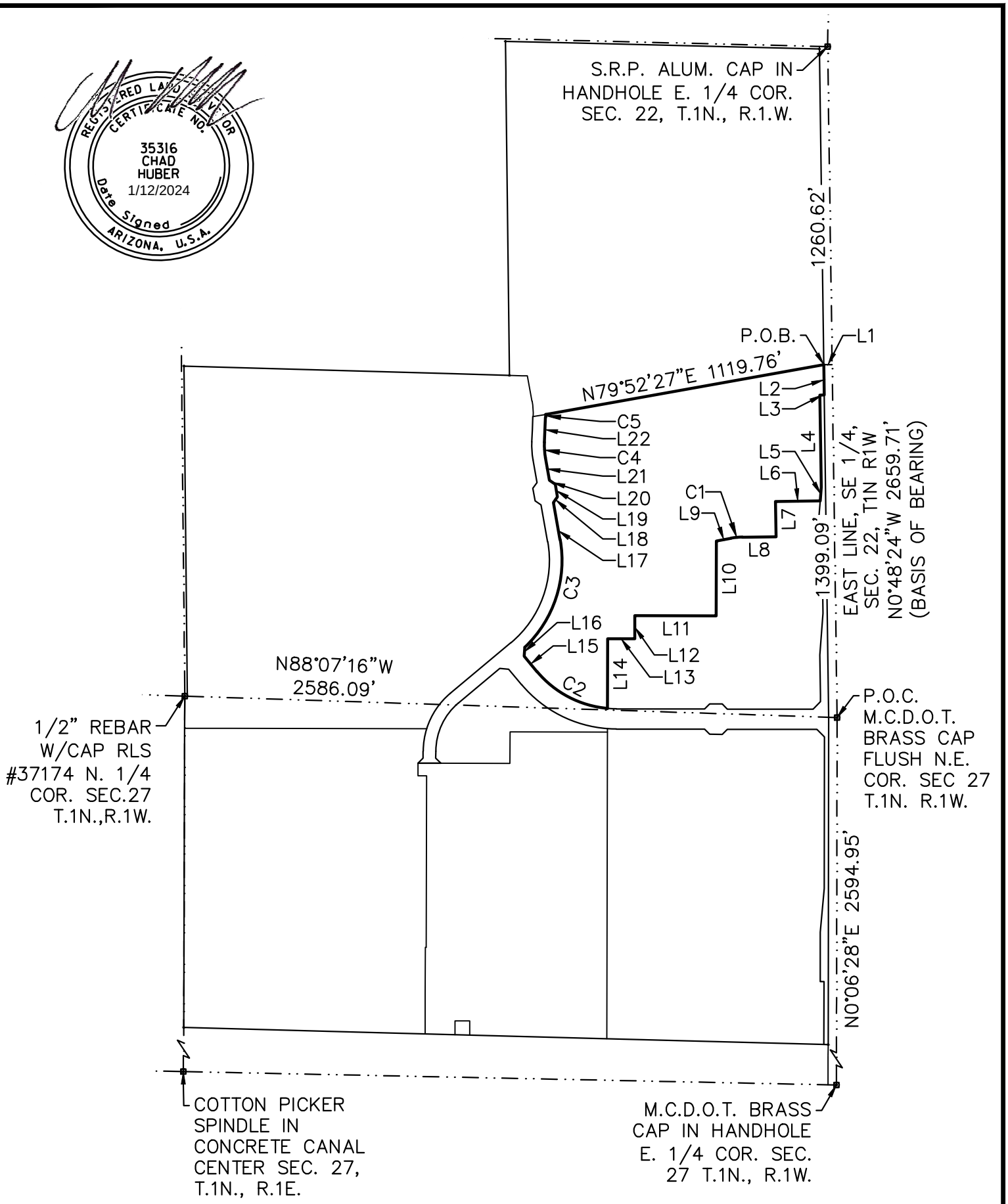
THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 29 SECONDS EAST, 110.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 54 MINUTES 50 SECONDS, AN ARC LENGTH OF 10.86 FEET;

THENCE NORTH 79 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 1119.76 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 900,253 SQUARE FEET OR 20.667 ACRES, MORE OR LESS.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 2 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. 37		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 4

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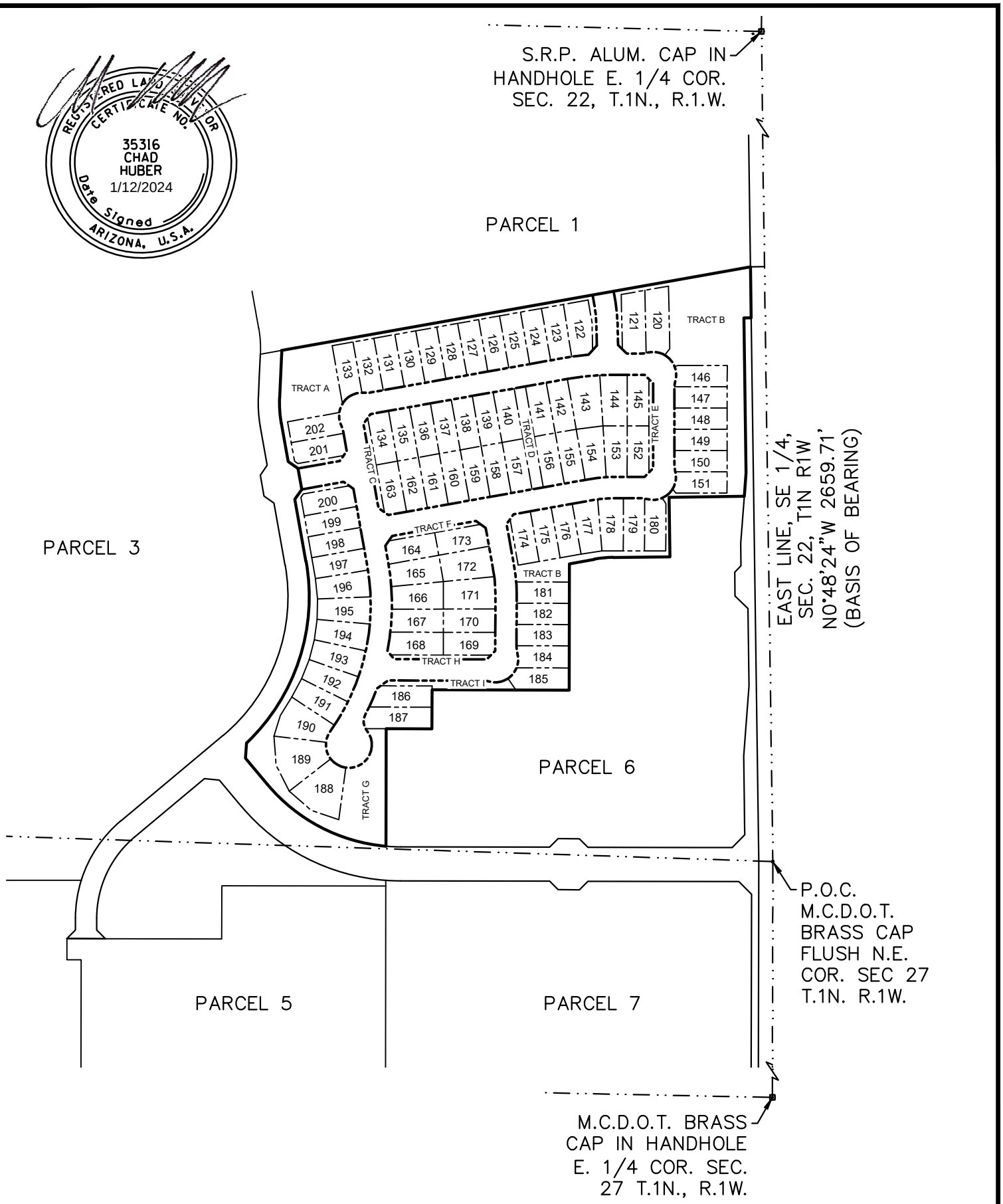

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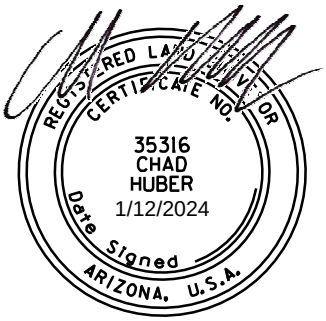
TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	33,004.72	0.7577	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE
B	69,155.67	1.5876	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / UTILITY EASEMENT / EMERGENCY ACCESS EASEMENT
C	2,621.55	0.0602	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	6,507.00	0.1494	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	46,954.27	1.0779	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / SEWER EASEMENT
H	2,267.26	0.0520	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	5,473.58	0.1257	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	180,980	4.1547	ATLANTIS WAY / 131ST DRIVE / 131ST LANE / 132ND AVENUE / SOUTHGATE AVENUE / TRUMBULL ROAD



CHAD W. HUBER
RLS 35316

MID No. 37

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 2
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 4

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LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00	N89°11'36"E
L2	120.13	S0°48'24"E
L3	17.00	S89°11'36"W
L4	364.31	S0°48'24"E
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L16	36.08	N3°55'20"E
L17	148.28	N10°07'33"W
L18	28.28	N34°52'27"E
L19	50.00	N10°07'33"W
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CURVE TABLE					
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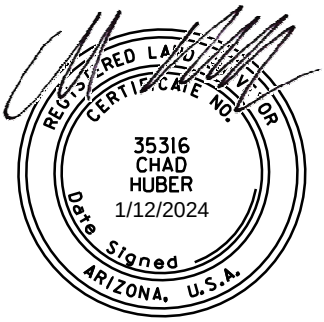

CHAD W. HUBER
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N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 4

Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Parcel 2

Gross Area (AC):	20.67
Number of Lots:	83

City of Avondale
Maintenance Improvement District No. 37
Three Rivers Ranch Parcel 2

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:	4.15 AC
Tract Area:	3.91 AC

Annual Maintenance Fee

Right-of-way:	4.15 AC	x	$ 2,000 / AC	=	$ 8,300.00
Tract Area:	3.91 AC	x	$ 10,500 / AC	=	$ 41,055.00
				=	**$ 49,355.00**

Annual Administrative Fee

	$ 49,355.00	x	5%	=	**$ 2,467.75**

Total Annual Cost

	$ 49,355.00	+	$ 2,467.75	=	**$ 51,822.75**

Total Cost per Month

	$ 51,822.75	/	12 Months	=	**$ 4,318.56**

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 1065-0624

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. 37 – THREE RIVERS RANCH PARCEL 2, 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. 37 – Three Rivers Ranch Parcel 2 (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. 37 – Three Rivers Ranch Parcel 2, 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. 37 – Three Rivers Ranch Parcel 2.

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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1065-0624

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 2

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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 120.13 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 17.01 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 364.31 FEET;

THENCE SOUTH 04 DEGREES 23 MINUTES 24 SECONDS WEST, 55.23 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 176.78 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 139.80 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 134.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 16 SECONDS, AN ARC LENGTH OF 43.92 FEET.

THENCE SOUTH 79 DEGREES 52 MINUTES 20 SECONDS WEST, 59.60 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 296.93 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 322.54 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 91.78 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 107.81 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 276.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 05 DEGREES 00 MINUTES 17 SECONDS EAST, 410.00 FEET;

THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 10 SECONDS, AN ARC LENGTH OF 322.75 FEET.

THENCE NORTH 39 DEGREES 53 MINUTES 32 SECONDS WEST, 80.03 FEET;

THENCE NORTH 03 DEGREES 55 MINUTES 20 SECONDS EAST, 36.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 43 DEGREES 40 MINUTES 26 SECONDS WEST, 475.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56 DEGREES, 27 MINUTES, 07 SECONDS, AN ARC LENGTH OF 468.01 FEET.

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 148.28 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 27 SECONDS EAST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 50.00 FEET;

THENCE NORTH 55 DEGREES 07 MINUTES 33 SECONDS WEST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 91.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET;

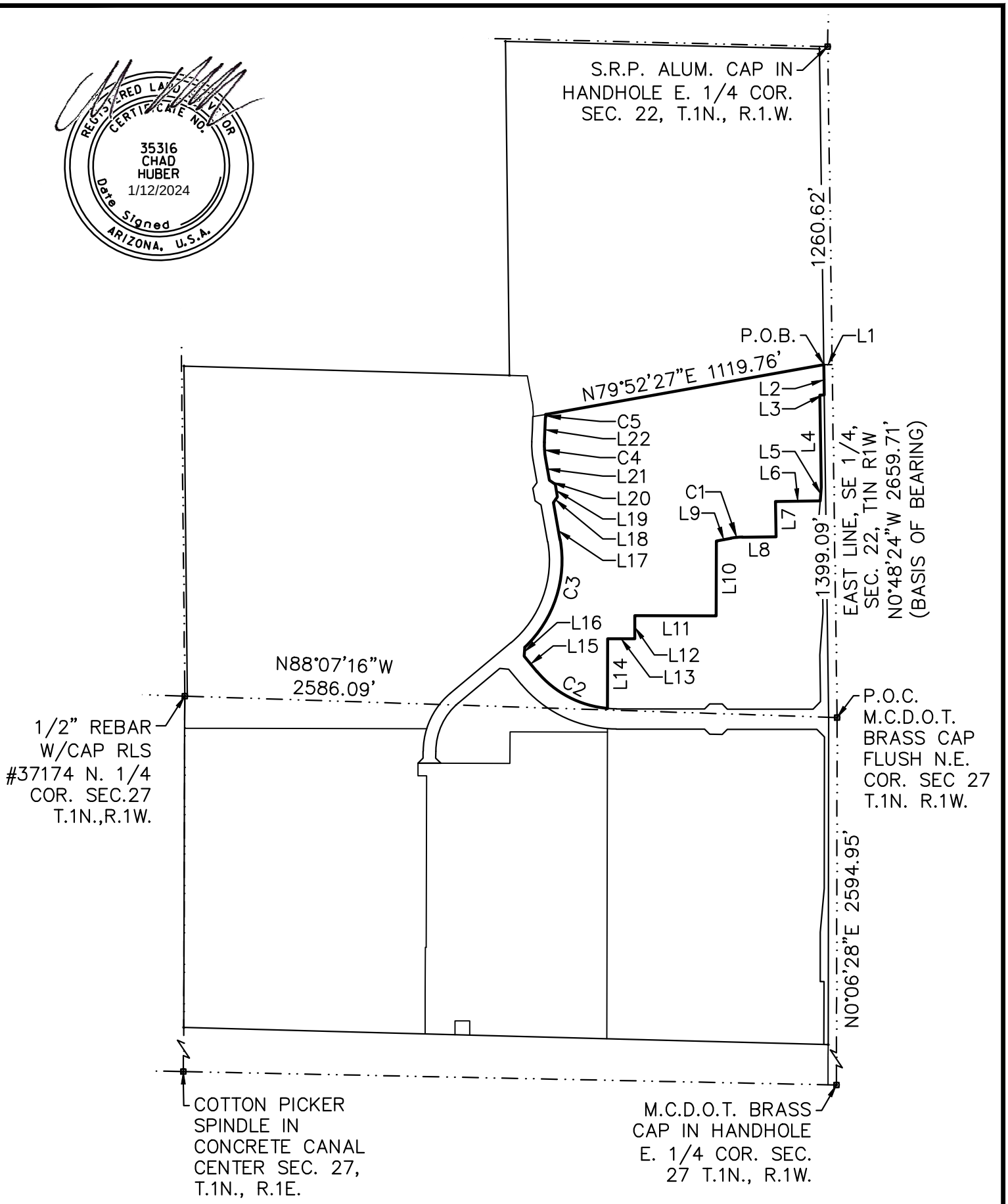
THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 29 SECONDS EAST, 110.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 54 MINUTES 50 SECONDS, AN ARC LENGTH OF 10.86 FEET;

THENCE NORTH 79 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 1119.76 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 900,253 SQUARE FEET OR 20.667 ACRES, MORE OR LESS.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 2 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. 37		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 4

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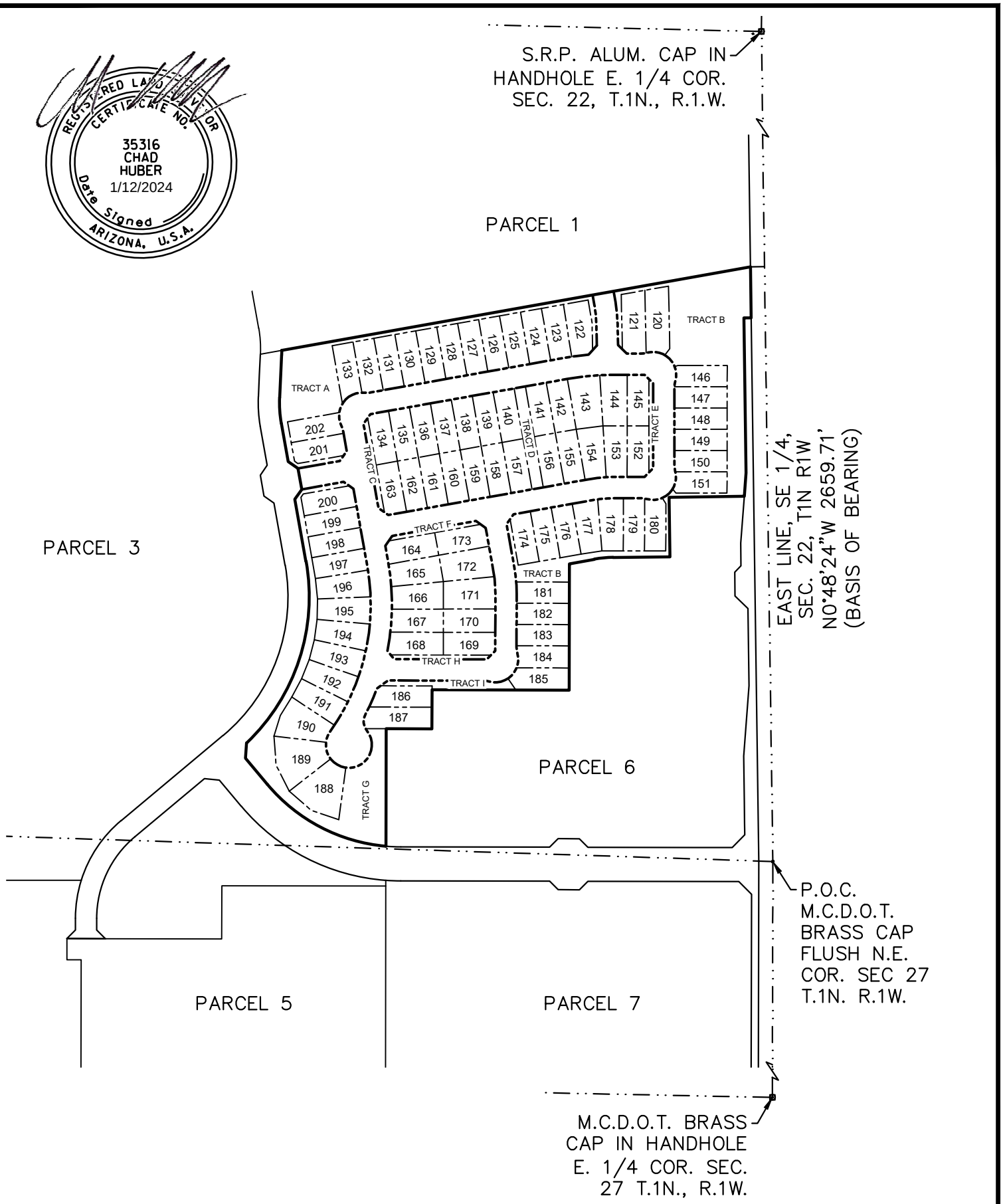

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TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	33,004.72	0.7577	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE
B	69,155.67	1.5876	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / UTILITY EASEMENT / EMERGENCY ACCESS EASEMENT
C	2,621.55	0.0602	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	6,507.00	0.1494	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	46,954.27	1.0779	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / SEWER EASEMENT
H	2,267.26	0.0520	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	5,473.58	0.1257	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
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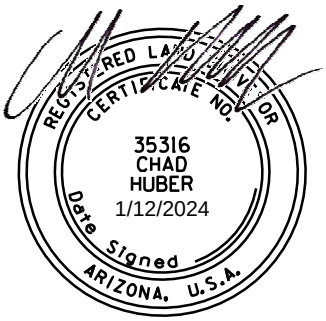

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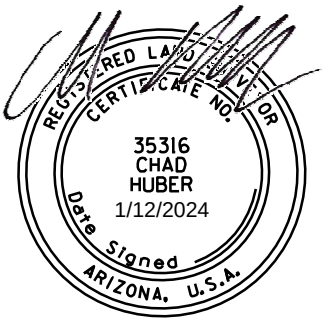

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RESOLUTION 1066-0624

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. 37 – THREE RIVERS RANCH PARCEL 2; 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 1065-0624 declaring its intent to form the City of Avondale Maintenance Improvement District No. 37 – Three Rivers Ranch Parcel 2; 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. 37 – Three Rivers Ranch Parcel 2 (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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1066-0624

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 2

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;

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 120.13 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 17.01 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 364.31 FEET;

THENCE SOUTH 04 DEGREES 23 MINUTES 24 SECONDS WEST, 55.23 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 176.78 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 139.80 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 134.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 16 SECONDS, AN ARC LENGTH OF 43.92 FEET.

THENCE SOUTH 79 DEGREES 52 MINUTES 20 SECONDS WEST, 59.60 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 296.93 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 322.54 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 91.78 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 107.81 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 276.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 05 DEGREES 00 MINUTES 17 SECONDS EAST, 410.00 FEET;

THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 10 SECONDS, AN ARC LENGTH OF 322.75 FEET.

THENCE NORTH 39 DEGREES 53 MINUTES 32 SECONDS WEST, 80.03 FEET;

THENCE NORTH 03 DEGREES 55 MINUTES 20 SECONDS EAST, 36.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 43 DEGREES 40 MINUTES 26 SECONDS WEST, 475.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56 DEGREES, 27 MINUTES, 07 SECONDS, AN ARC LENGTH OF 468.01 FEET.

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 148.28 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 27 SECONDS EAST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 50.00 FEET;

THENCE NORTH 55 DEGREES 07 MINUTES 33 SECONDS WEST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 91.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET;

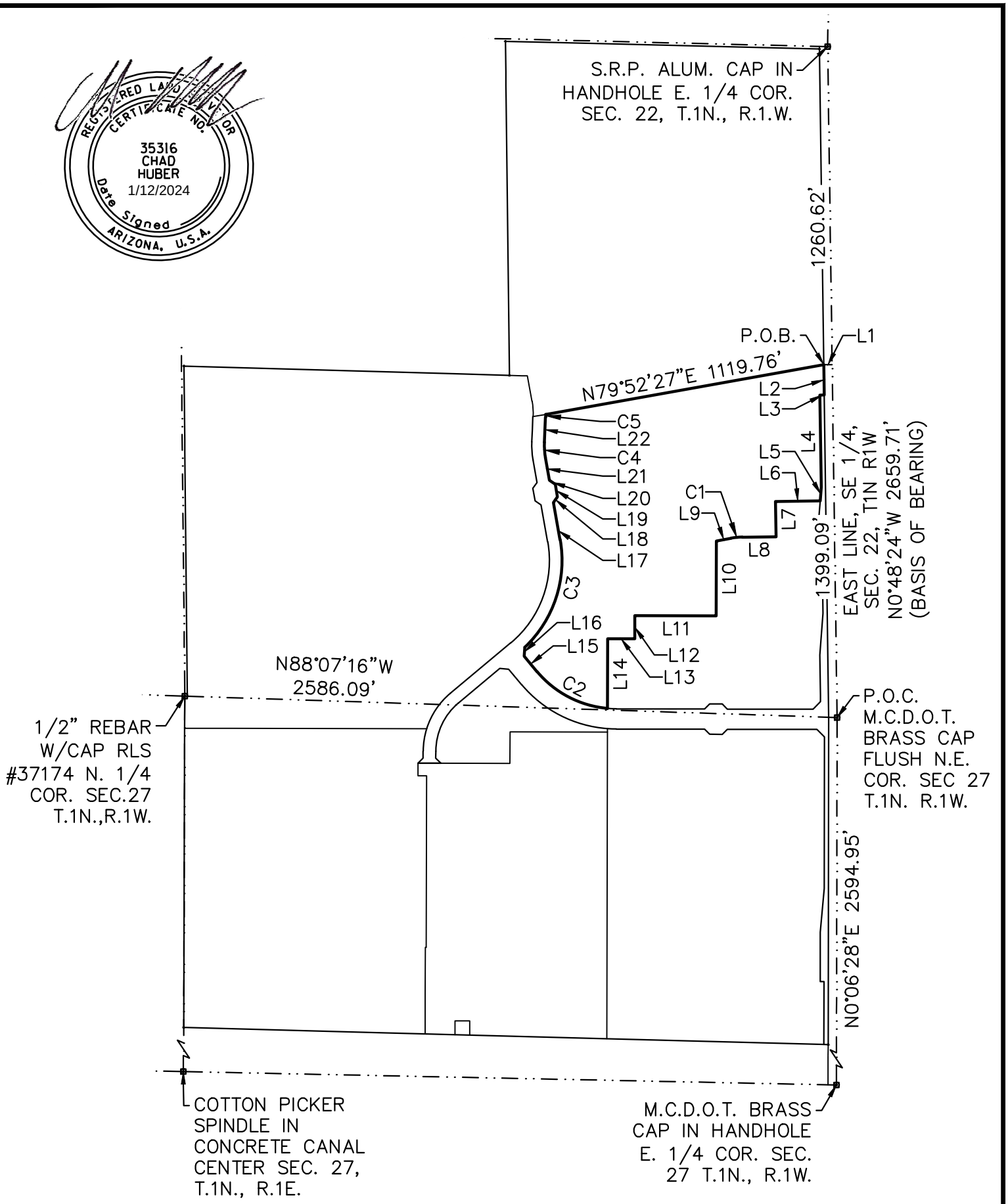
THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 29 SECONDS EAST, 110.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 54 MINUTES 50 SECONDS, AN ARC LENGTH OF 10.86 FEET;

THENCE NORTH 79 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 1119.76 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 900,253 SQUARE FEET OR 20.667 ACRES, MORE OR LESS.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 2 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. 37		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	ZTW	CWH	Jan. 2024	291705009	1 OF 4

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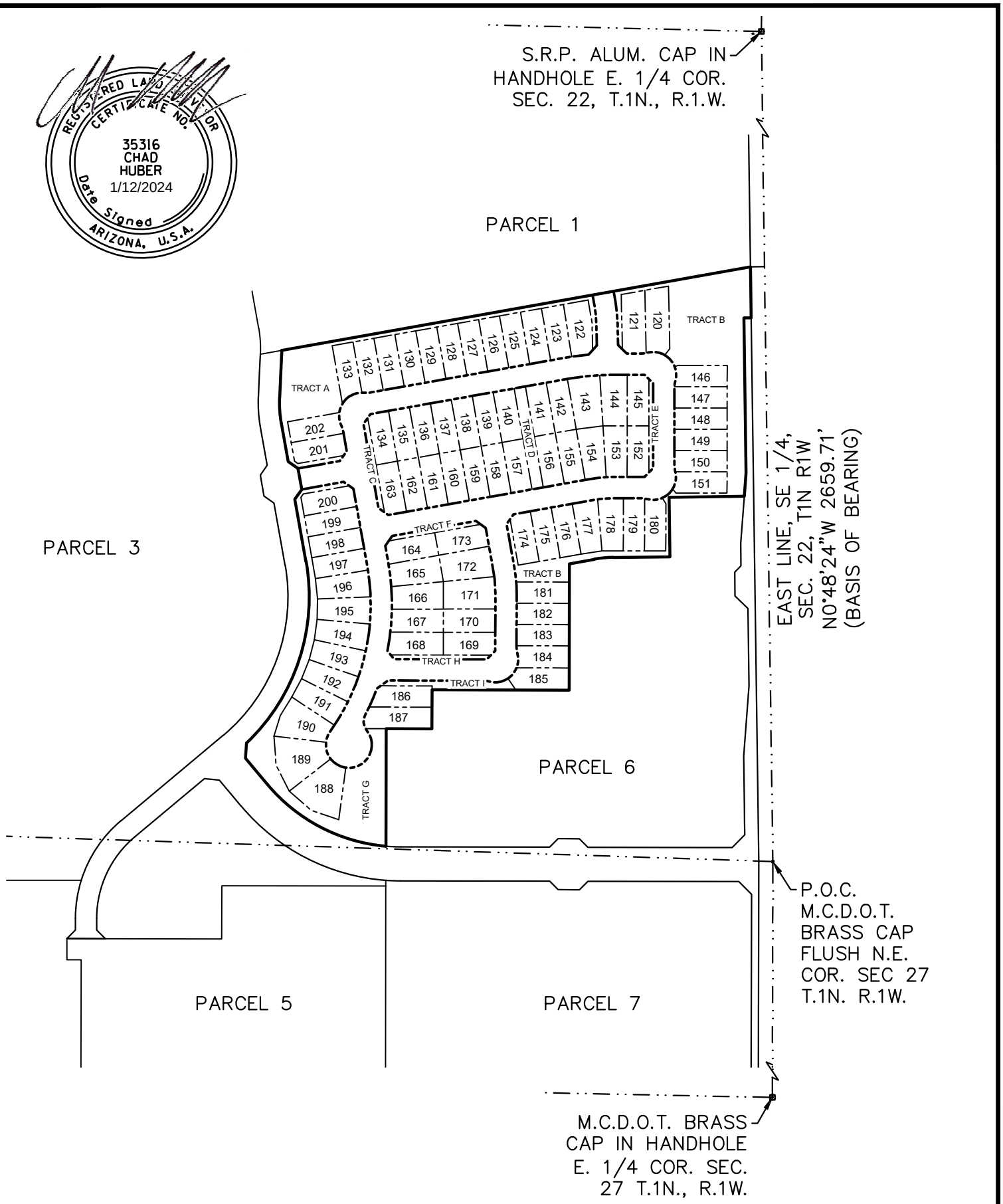

CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 2 EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 37		Scale: 1" =300' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 2 OF 4

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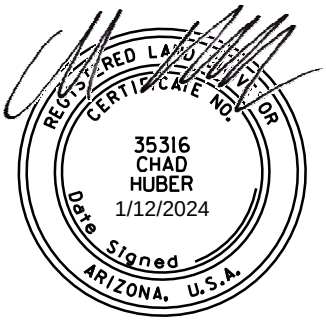
TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	33,004.72	0.7577	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE
B	69,155.67	1.5876	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / UTILITY EASEMENT / EMERGENCY ACCESS EASEMENT
C	2,621.55	0.0602	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	6,507.00	0.1494	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	46,954.27	1.0779	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / SEWER EASEMENT
H	2,267.26	0.0520	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	5,473.58	0.1257	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	180,980	4.1547	ATLANTIS WAY / 131ST DRIVE / 131ST LANE / 132ND AVENUE / SOUTHGATE AVENUE / TRUMBULL ROAD



CHAD W. HUBER
RLS 35316

MID No. 37

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 2
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 4

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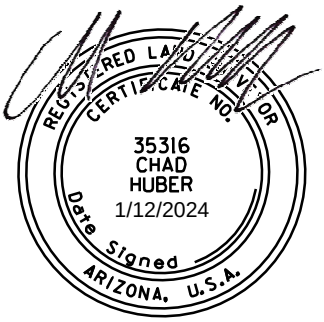
LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00	N89°11'36"E
L2	120.13	S0°48'24"E
L3	17.00	S89°11'36"W
L4	364.31	S0°48'24"E
L5	55.23	S4°23'24"W
L6	176.78	S89°11'36"W
L7	139.80	S0°48'24"E
L8	134.10	S89°11'36"W
L9	59.60	S79°52'20"W
L10	296.93	S0°06'28"W
L11	322.54	N89°53'32"W

LINE TABLE		
LINE	LENGTH	BEARING
L12	91.78	S0°06'28"W
L13	107.81	N89°53'32"W
L14	276.21	S0°06'28"W
L15	80.03	N39°53'32"W
L16	36.08	N3°55'20"E
L17	148.28	N10°07'33"W
L18	28.28	N34°52'27"E
L19	50.00	N10°07'33"W
L20	28.28	N55°07'33"W
L21	91.00	N10°07'33"W
L22	100.00	N2°37'06"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°19'16"	270.00'	43.92'	S84°31'58"W	43.88'
C2	45°06'10"	410.00'	322.75'	N62°26'37"W	314.48'
C3	56°27'07"	475.00'	468.00'	N18°06'01"E	449.30'
C4	12°44'39"	275.00'	61.17'	N3°45'13"W	61.04'
C5	1°54'50"	325.00'	10.86'	N1°39'41"E	10.85'



CHAD W. HUBER
RLS 35316

MID No. 37

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 2
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 4

CITY COUNCIL REPORT

ITEM NUMBER: 4.m.

SUBJECT: Resolution 1067-0624 and 1068-0624 – Maintenance Improvement District No. 38 - Three Rivers Ranch - Parcel 3

MEETING DATE: 6/17/2024

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 1067-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 38, Three Rivers Ranch - Parcel 3, providing for the assessment; (c) adopt Resolution 1068-0624, 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, 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. 38, Three Rivers Ranch - Parcel 3, located west of the intersection of Dysart Road and Alamar Boulevard, is attached. In the case in which all the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the 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. 38, Three Rivers Ranch - Parcel 3, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by 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*

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

District #38
MID # (assigned by City of Avondale)

Three Rivers Ranch - Parcel 3
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 42.962 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 and 500-77-005A

By: _____

Name: James C Stockwell Jr

Title: Manager

Address: _____

Date: 9/15/2023

(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]

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"**Property Owner**"

Entity Name: _____

Property Tax Parcel Numbers: 500-60-001C 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 - PARCEL 3

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND 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;

THENCE NORTH 88 DEGREES 07 MINUTES 16 SECONDS WEST, BEING THE SOUTH LINE OF SECTION 22, 2576.08 FEET **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 1308.61 FEET;

THENCE SOUTH 88 DEGREES 21 MINUTES 57 SECONDS EAST, 1361.11 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 101.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 06 SECONDS WEST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 72.29 FEET.

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 91.00 FEET;

THENCE SOUTH 34 DEGREES 52 MINUTES 27 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 55 DEGREES 07 MINUTES 33 SECONDS EAST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 148.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 425.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 14 MINUTES 01 SECONDS, AN ARC LENGTH OF 446.79 FEET;

THENCE SOUTH 50 DEGREES 06 MINUTES 28 SECONDS WEST, 312.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET;

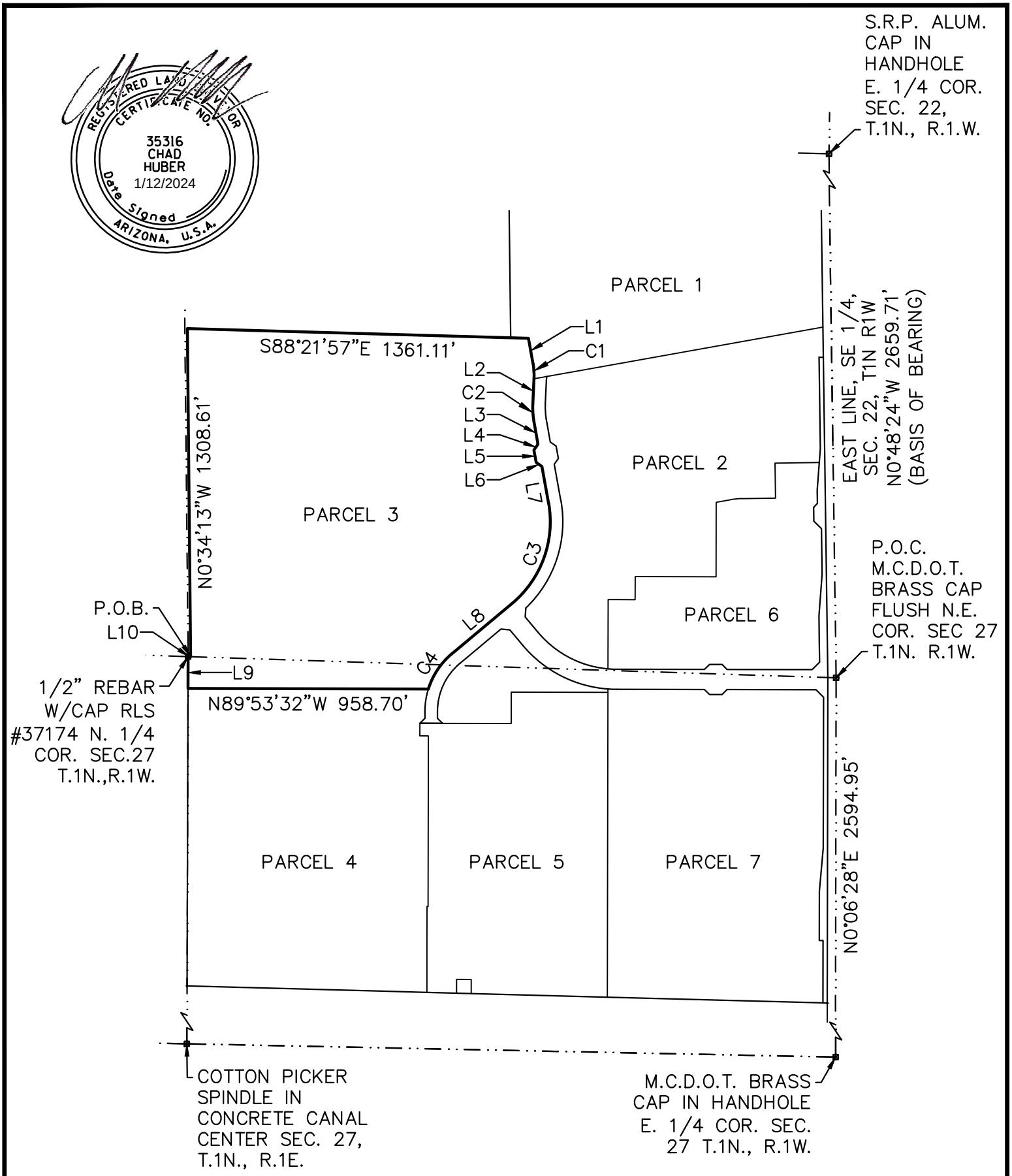
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 40 MINUTES 55 SECONDS, AN ARC LENGTH OF 171.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 958.70 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 127.33 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 16 SECONDS EAST 10.01 FEET,**POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,871,410 SQUARE FEET OR 42.962 ACRES, MORE OR LESS.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 3 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. 38		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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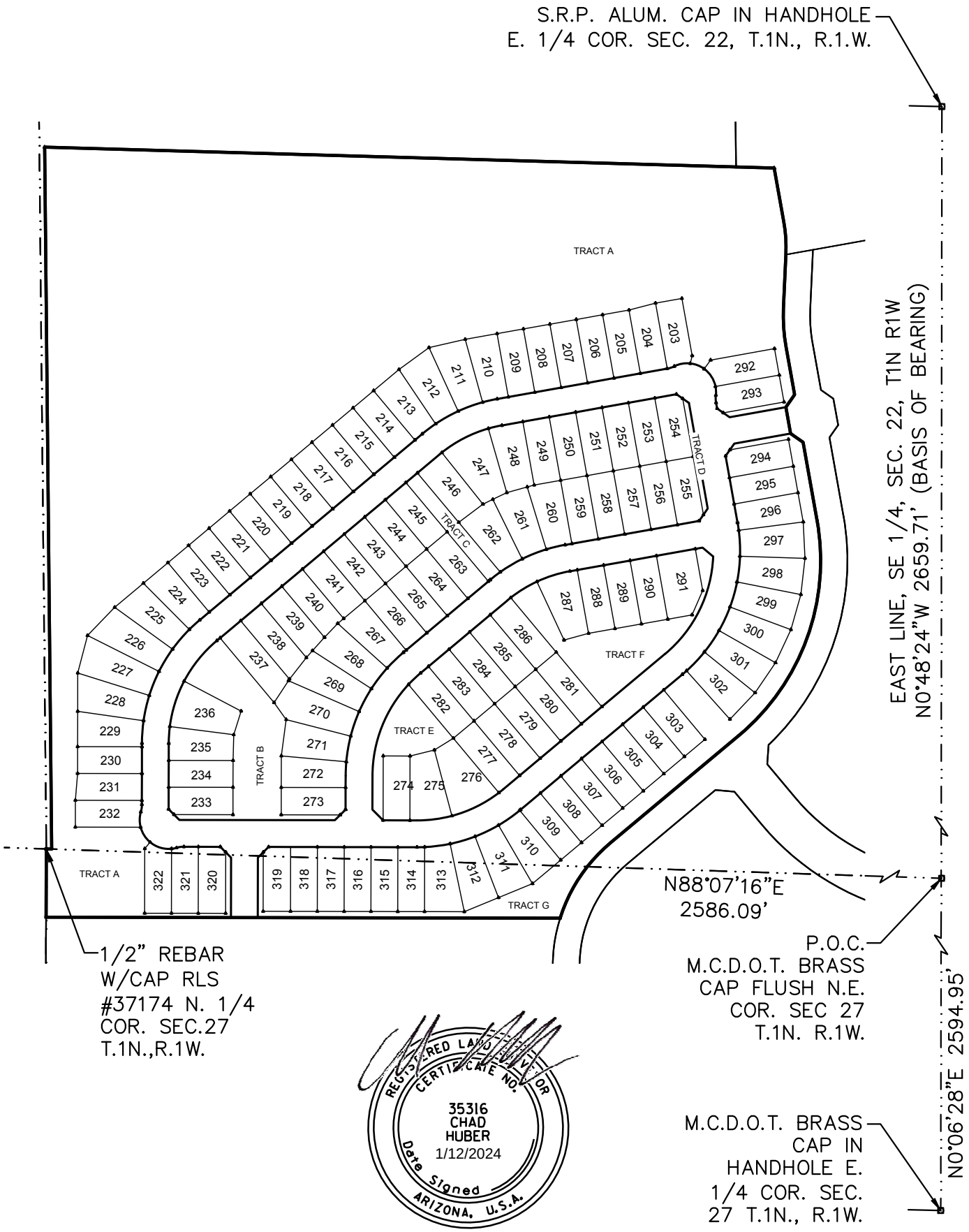

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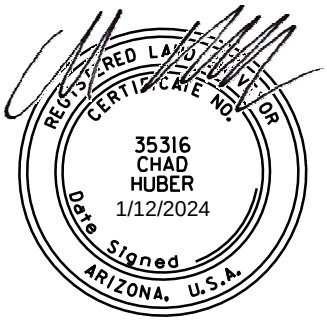

CHAD W. HUBER
RLS 35316

MID No. 38

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ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 3
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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ASSESSMENT DIAGRAM FOR
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Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Parcel 3

Gross Area (AC):	42.97
Number of Lots:	120

City of Avondale
Maintenance Improvement District No. 38
Three Rivers Ranch Parcel 3

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:	5.00 AC
Tract Area:	19.92 AC

Annual Maintenance Fee

Right-of-way:	5.00 AC	x	$ 2,000 / AC	=	$ 10,000.00
Tract Area:	19.92 AC	x	$ 10,500 / AC	=	$ 209,160.00
				=	**$ 219,160.00**

Annual Administrative Fee

	$ 219,160.00	x	5%	=	**$ 10,958.00**

Total Annual Cost

	$ 219,160.00	+	$ 10,958.00	=	**$ 230,118.00**

Total Cost per Month

	$ 230,118.00	/	12 Months	=	**$ 19,176.50**

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 1067-0624

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. 38 – THREE RIVERS RANCH PARCEL 3, 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. 38 – Three Rivers Ranch Parcel 3 (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. 38 – Three Rivers Ranch Parcel 3, 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. 38 – Three Rivers Ranch Parcel 3.

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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1067-0624

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 3

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND 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;

THENCE NORTH 88 DEGREES 07 MINUTES 16 SECONDS WEST, BEING THE SOUTH LINE OF SECTION 22, 2576.08 FEET **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 1308.61 FEET;

THENCE SOUTH 88 DEGREES 21 MINUTES 57 SECONDS EAST, 1361.11 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 101.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 06 SECONDS WEST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 72.29 FEET.

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 91.00 FEET;

THENCE SOUTH 34 DEGREES 52 MINUTES 27 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 55 DEGREES 07 MINUTES 33 SECONDS EAST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 148.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 425.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 14 MINUTES 01 SECONDS, AN ARC LENGTH OF 446.79 FEET;

THENCE SOUTH 50 DEGREES 06 MINUTES 28 SECONDS WEST, 312.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET;

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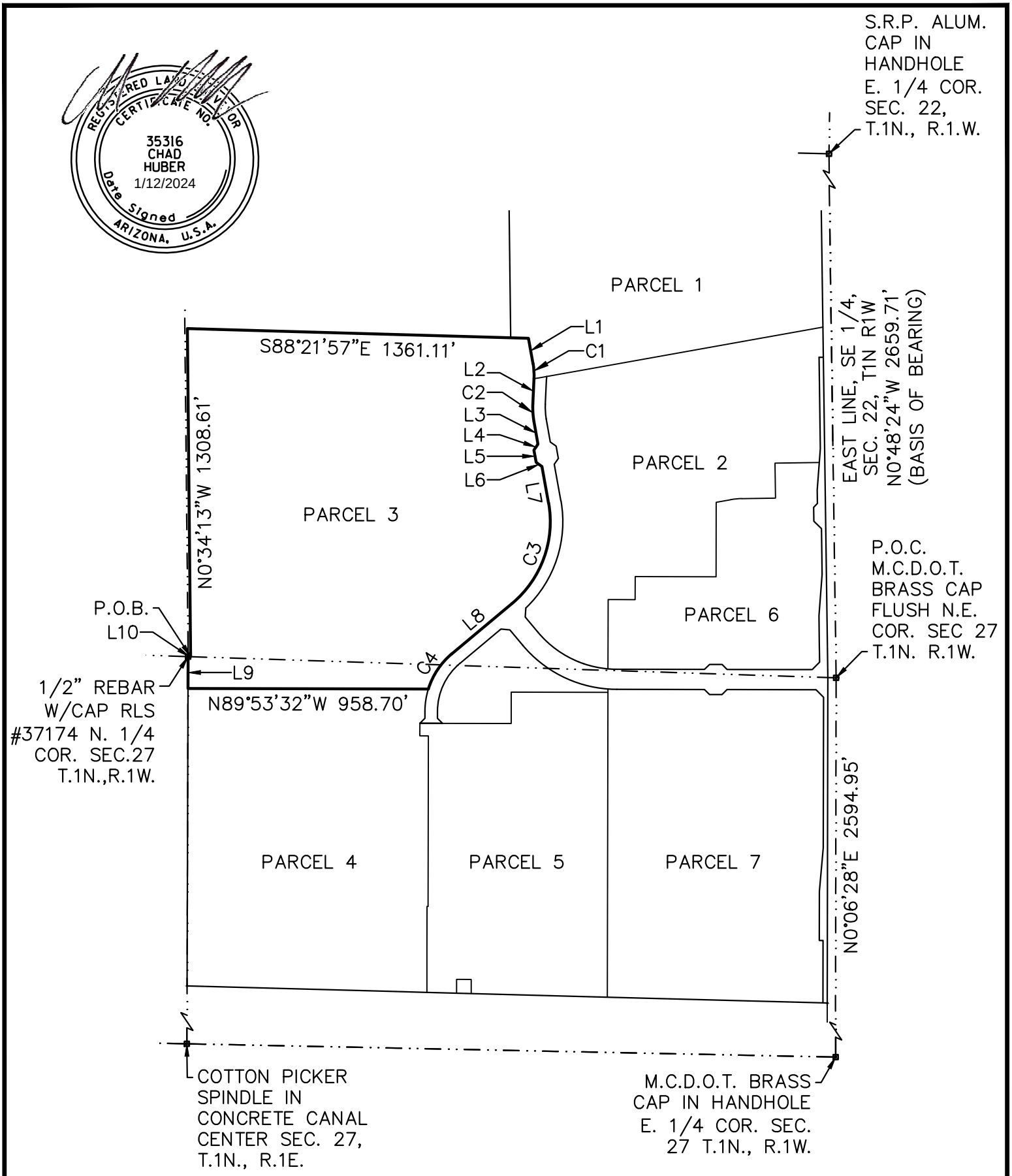

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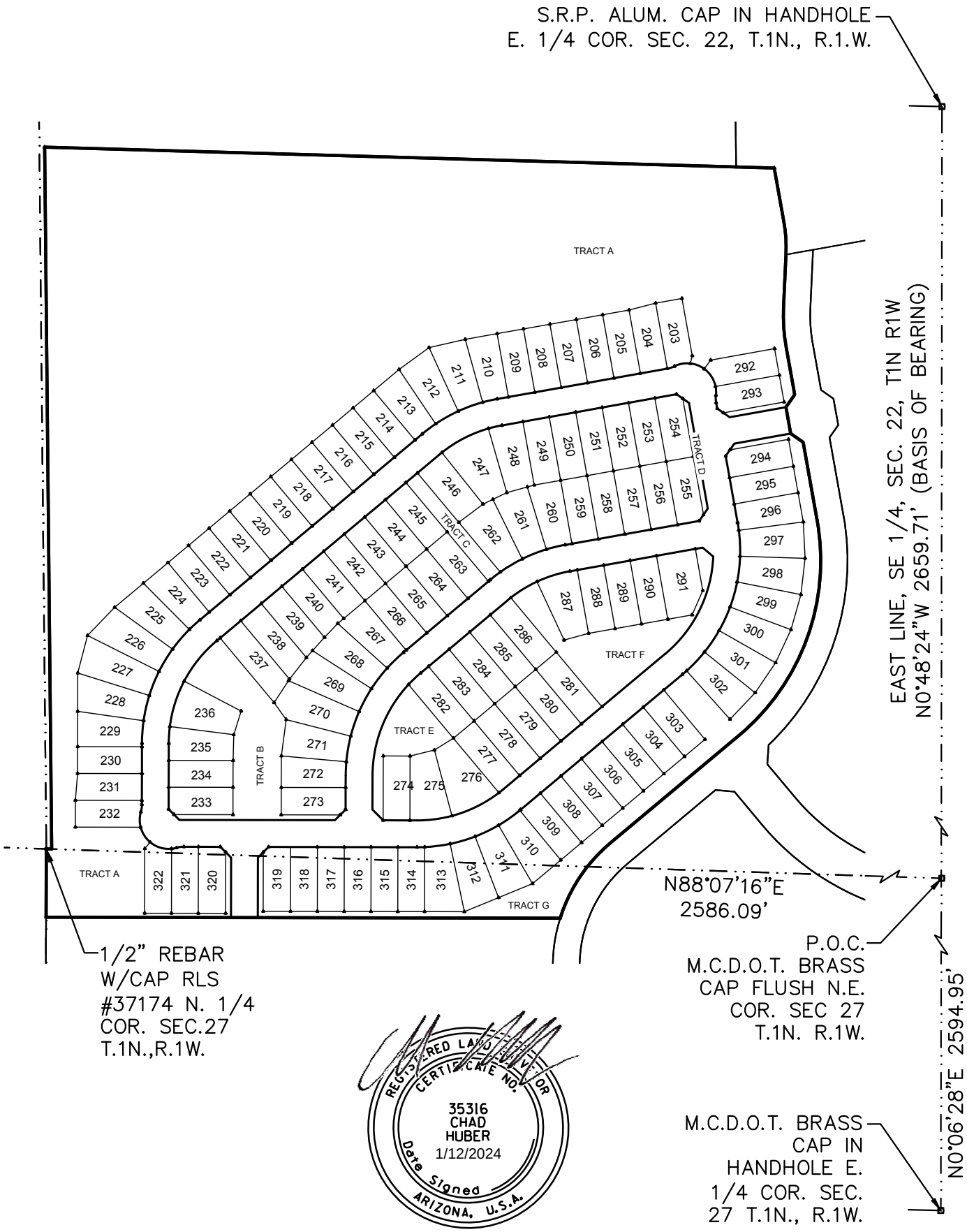

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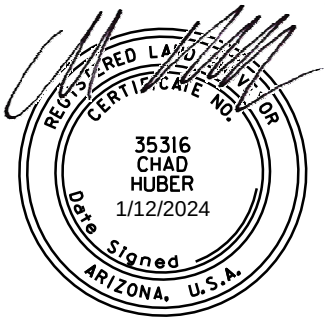

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RLS 35316

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ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 3
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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RESOLUTION 1068-0624

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. 38 – THREE RIVERS RANCH PARCEL 3; 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 1067-0624 declaring its intent to form the City of Avondale Maintenance Improvement District No. 38 – Three Rivers Ranch Parcel 3; 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. 38 – Three Rivers Ranch Parcel 3 (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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1068-0624

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 3

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND 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;

THENCE NORTH 88 DEGREES 07 MINUTES 16 SECONDS WEST, BEING THE SOUTH LINE OF SECTION 22, 2576.08 FEET **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 1308.61 FEET;

THENCE SOUTH 88 DEGREES 21 MINUTES 57 SECONDS EAST, 1361.11 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 101.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 06 SECONDS WEST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 72.29 FEET.

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 91.00 FEET;

THENCE SOUTH 34 DEGREES 52 MINUTES 27 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 55 DEGREES 07 MINUTES 33 SECONDS EAST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 148.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 425.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 14 MINUTES 01 SECONDS, AN ARC LENGTH OF 446.79 FEET;

THENCE SOUTH 50 DEGREES 06 MINUTES 28 SECONDS WEST, 312.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET;

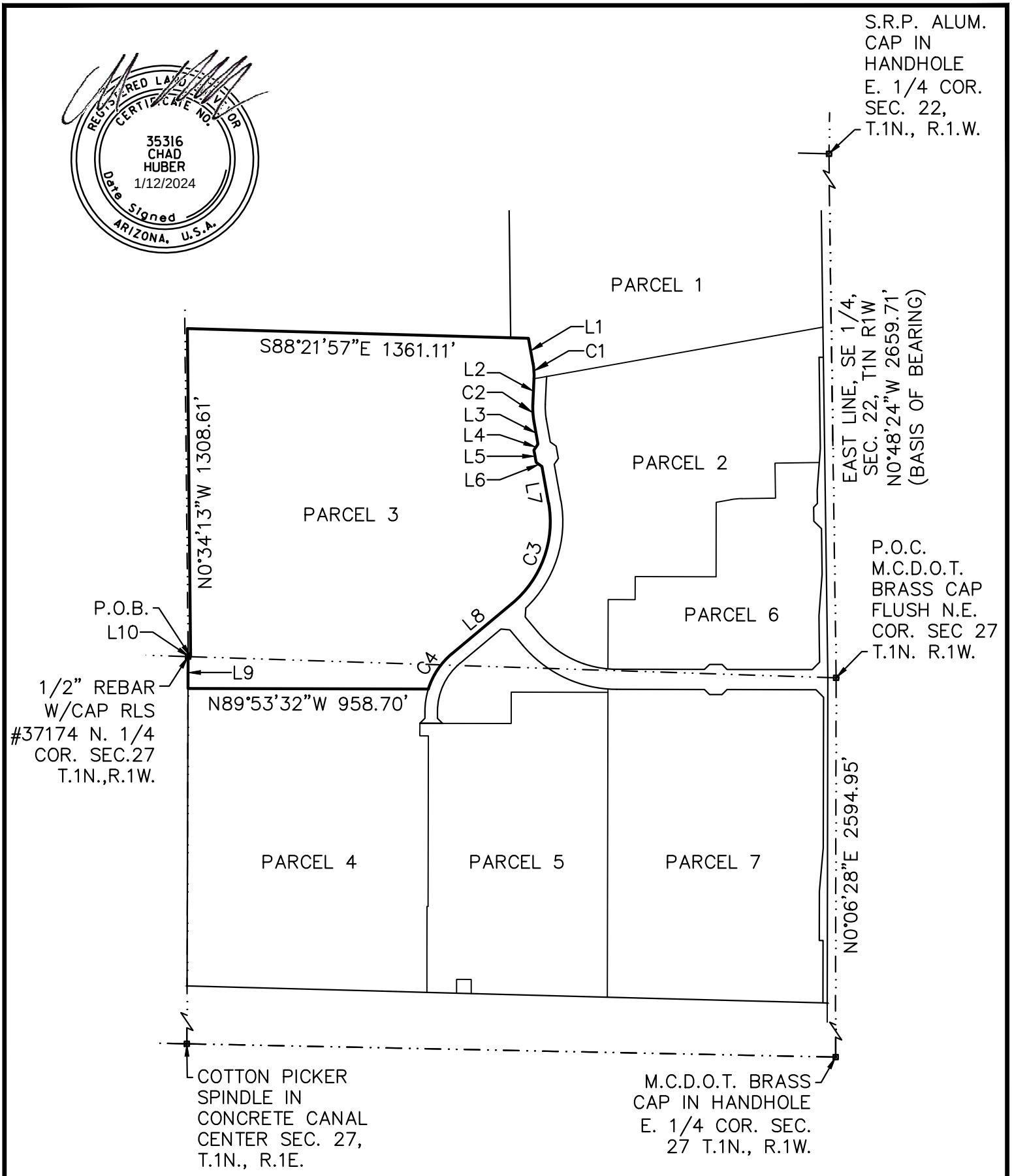
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 40 MINUTES 55 SECONDS, AN ARC LENGTH OF 171.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 958.70 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 127.33 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 16 SECONDS EAST 10.01 FEET,**POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,871,410 SQUARE FEET OR 42.962 ACRES, MORE OR LESS.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 3 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. 38		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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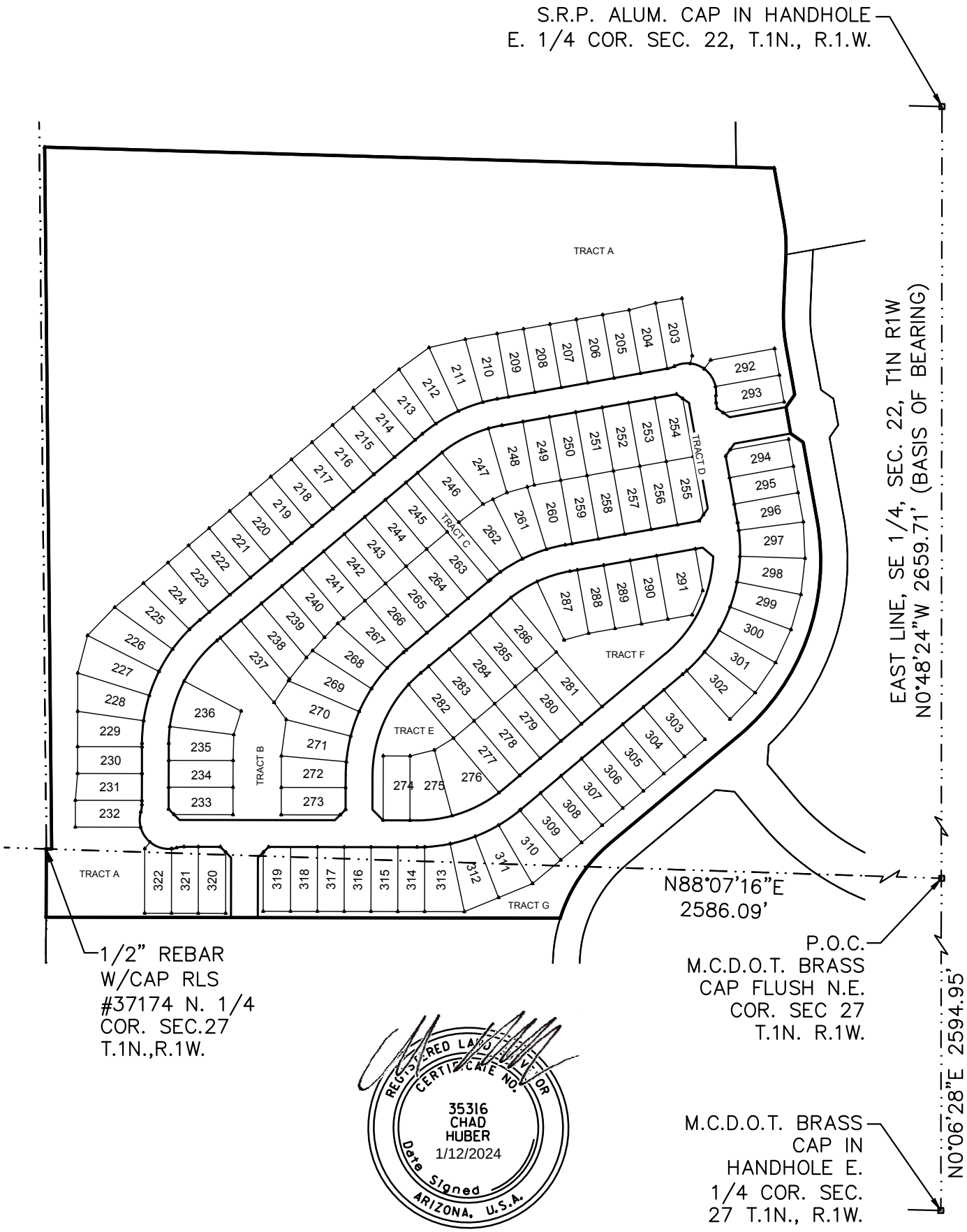

CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 3 EXHIBIT "A" CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA	Kimley»Horn 7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020 Tel. No. (602) 837-5511
MID No. 38		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" =250'	ZTW	CWH	Jan. 2024	291705009	2 OF 4

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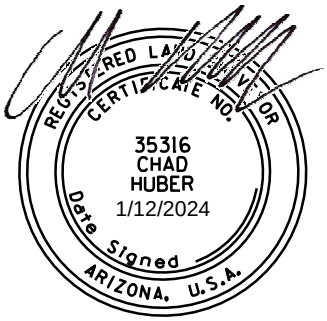
TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	727,353.50	16.698	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ELECTRICAL EASEMENT / TRAIL EASEMENT
B	31,958.34	0.734	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
C	6,766.24	0.155	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	13,479.70	0.309	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
F	28,342.81	0.651	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
G	57,525.57	1.321	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	217,807	5.000	ATLANTIS WAY / SOUTHGATE AVENUE / TRUMBULL ROAD / 134TH AVENUE



CHAD W. HUBER
RLS 35316

MID No. 38

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 3
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 4

LINE TABLE

LINE	LENGTH	BEARING
L1	101.81	S10°07'33"E
L2	100.00	S2°37'06"W
L3	91.00	S10°07'33"E
L4	28.28	S34°52'27"W
L5	50.00	S10°07'33"E
L6	28.28	S55°07'33"E
L7	148.28	S10°07'33"E
L8	312.19	S50°06'28"W
L9	127.33	N0°10'41"E
L10	10.01	S88°07'16"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'
C2	12°44'39"	325.00'	72.29'	S3°45'13"E	72.14'
C3	60°14'01"	425.00'	446.79'	S19°59'27"W	426.50'
C4	32°40'55"	300.00'	171.12'	S33°46'00"W	168.81'

CHAD W. HUBER
RLS 35316

MID No. 38

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 3
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 4

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CITY COUNCIL REPORT

ITEM NUMBER: 4.n.

SUBJECT: Resolution 1069-0624 and 1070-0624 – Maintenance Improvement District No. 39 - Three Rivers Ranch - Parcel 4

MEETING DATE: 6/17/2024

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 1069-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 39, Three Rivers Ranch - Parcel 4, providing for the assessment; (c) adopt Resolution 1070-0624, 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, 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. 39, Three Rivers Ranch - Parcel 4, located west of the intersection of Dysart Road and Alamar Boulevard, is attached. In the case in which all the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the 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. 39, Three Rivers Ranch - Parcel 4, 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*

Avondale

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

District #39

MID # (assigned by City of Avondale)

Three Rivers Ranch - Parcel 4

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 26.285 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: 500-77-005A

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
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"**Property Owner**"

Entity Name: _____

Property Tax Parcel Numbers: 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 - PARCEL 4

A PORTION OF LAND LOCATED IN 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;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 234.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 1626.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 680.00 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 4.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 342.75 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 956.76 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 1186.09 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 958.70 TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERNLY, FROM WHICH THE CENTER BEARS SOUTH 72 DEGREES 34 MINUTES 28 SECONDS EAST, 300.00 FEET;

THENCE ALONG SAID CURVE TURN TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17 DEGREES 19 MINUTES 04 SECONDS, AN ARC LENGTH OF 90.68 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 27.70 FEET;

THENCE SOUTH 45 DEGREES 06 MINUTES 28 SECONDS WEST, 28.28 FEET;

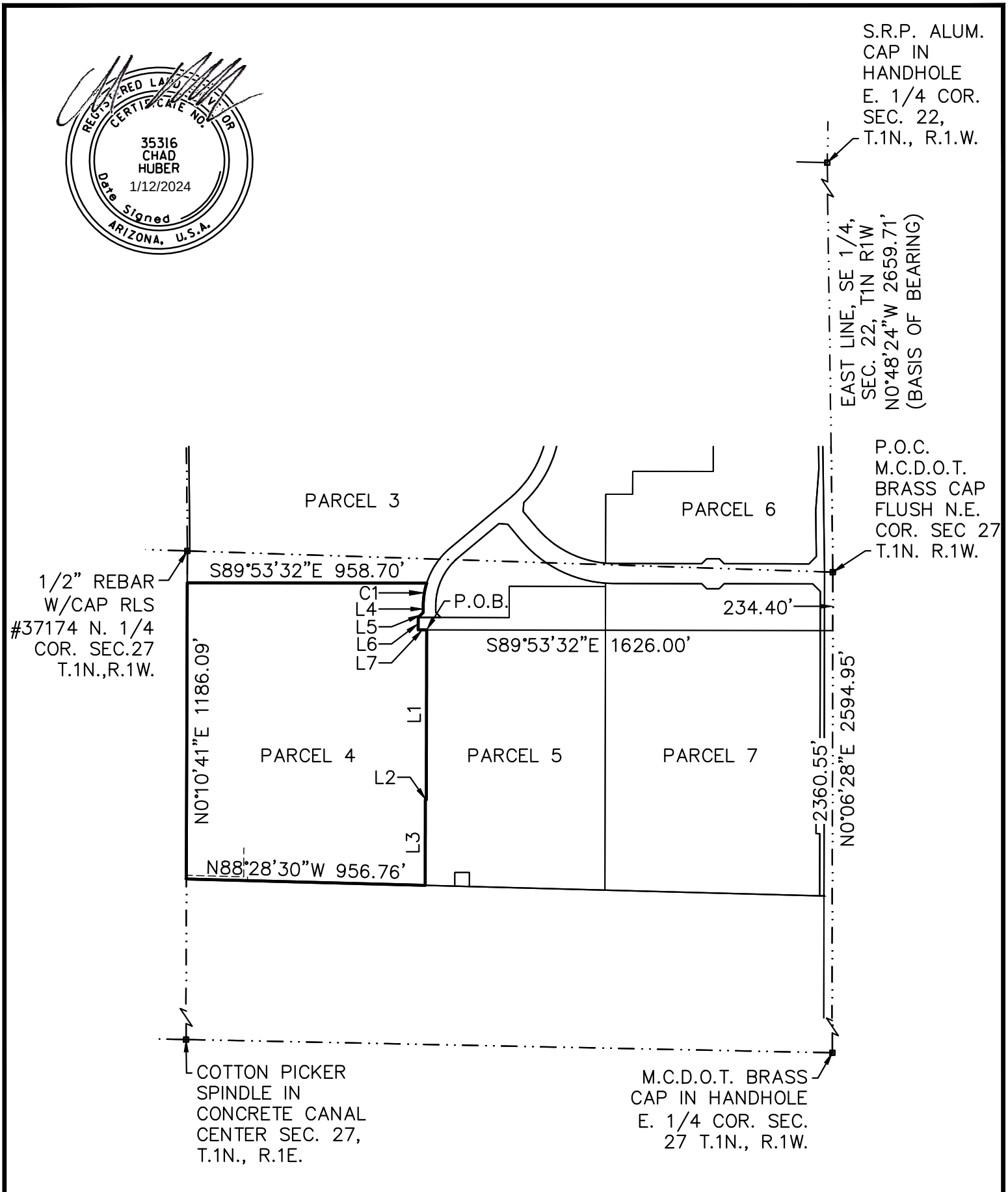
THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 33.91 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,144,979 SQUARE FEET OR 26.285 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 4 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. 39		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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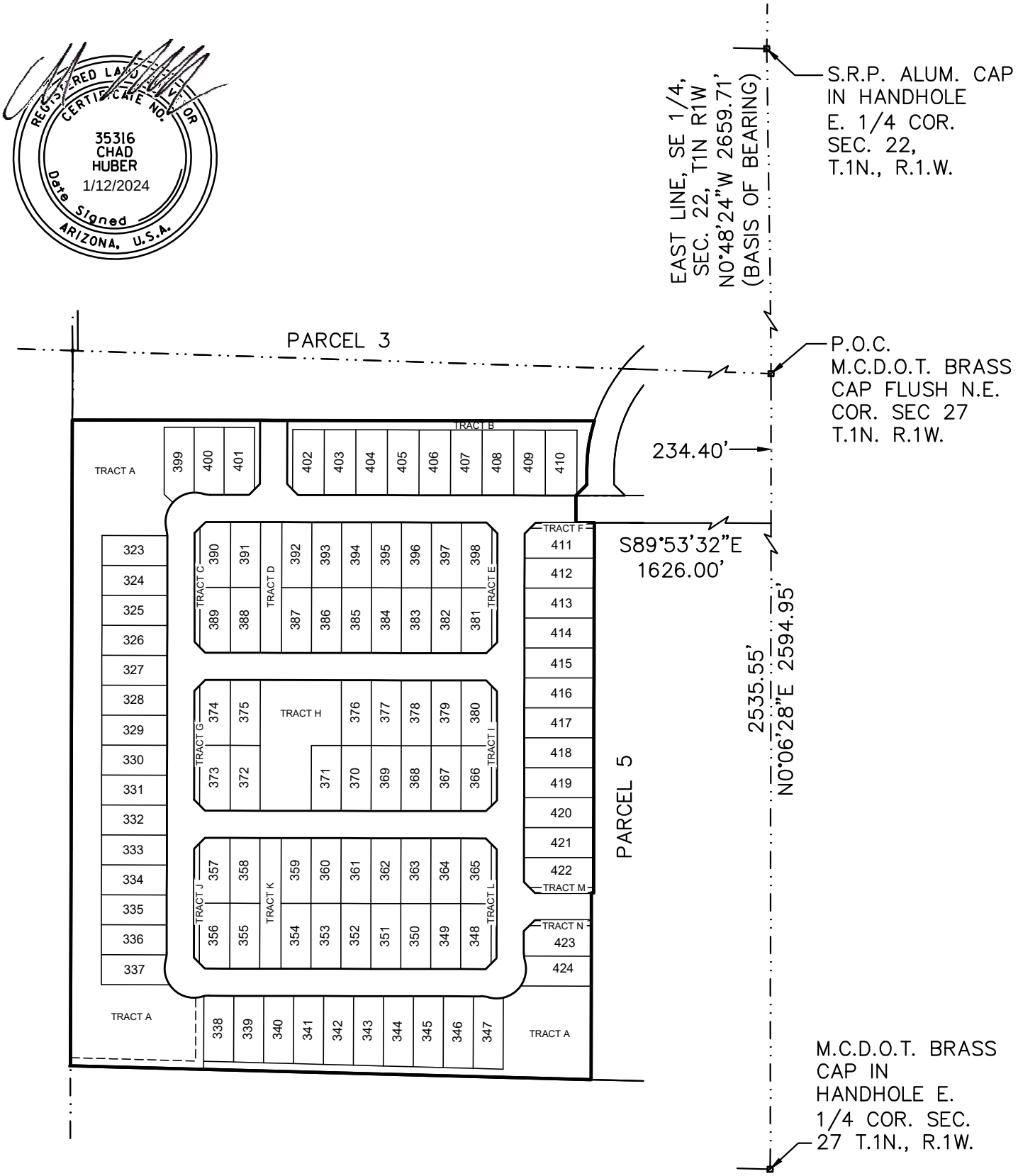
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.



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MID No. 39		Scale 1" =250'	Drawn by ZTW	Checked by CWH	Date Jan. 2024	Project No. 291705009	Sheet No. 2 OF 4

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TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	156,969.70	3.604	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ACCESS EASEMENT
B	12,799.97	0.294	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	29,160.00	0.669	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
I	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
K	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
L	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
M	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
N	1,090.00	0.025	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	224,072	5.144	CORONA AVENUE / 134TH AVENUE / LUXTON LANE / 133RD DRIVE / PARKWAY LANE / LEVI DRIVE

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
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 4

WATSON, ZACH 1/17/2024 5:05 PM K:\EAV_CIVIL\291705009- THREE RIVERS RANCH\CADD\SURVEY\PARCEL 4\MID\PARCEL 4-MID.DWG

LINE TABLE		
LINE	LENGTH	BEARING
L1	680.00	S0°06'28"W
L2	4.00	N89°53'32"W
L3	342.75	S0°06'28"W
L4	27.70	S0°06'28"W
L5	28.28	S45°06'28"W
L6	50.00	S0°06'28"W
L7	33.91	S89°53'32"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	17°19'04"	300.00'	90.68'	S8°46'00"W	90.33'

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 4

Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Parcel 4

Gross Area (AC):	26.29
Number of Lots:	102

City of Avondale
Maintenance Improvement District No. 39
Three Rivers Ranch Parcel 4

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:	5.14 AC
Tract Area:	5.36 AC

Annual Maintenance Fee

Right-of-way:	5.14 AC	x	$ 2,000 / AC	=	$ 10,280.00
Tract Area:	5.36 AC	x	$ 10,500 / AC	=	$ 56,280.00
				=	**$ 66,560.00**

Annual Administrative Fee

	$ 66,560.00	x	5%	=	**$ 3,328.00**

Total Annual Cost

	$ 66,560.00	+	$ 3,328.00	=	**$ 69,888.00**

Total Cost per Month

	$ 69,888.00	/	12 Months	=	**$ 5,824.00**

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 1069-0624

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. 39 – THREE RIVERS RANCH PARCEL 4, 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. 39 – Three Rivers Ranch Parcel 4 (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. 39 – Three Rivers Ranch Parcel 4, 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. 39 – Three Rivers Ranch Parcel 4.

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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1069-0624

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 4

A PORTION OF LAND LOCATED IN 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;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 234.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 1626.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 680.00 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 4.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 342.75 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 956.76 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 1186.09 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 958.70 TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERNLY, FROM WHICH THE CENTER BEARS SOUTH 72 DEGREES 34 MINUTES 28 SECONDS EAST, 300.00 FEET;

THENCE ALONG SAID CURVE TURN TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17 DEGREES 19 MINUTES 04 SECONDS, AN ARC LENGTH OF 90.68 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 27.70 FEET;

THENCE SOUTH 45 DEGREES 06 MINUTES 28 SECONDS WEST, 28.28 FEET;

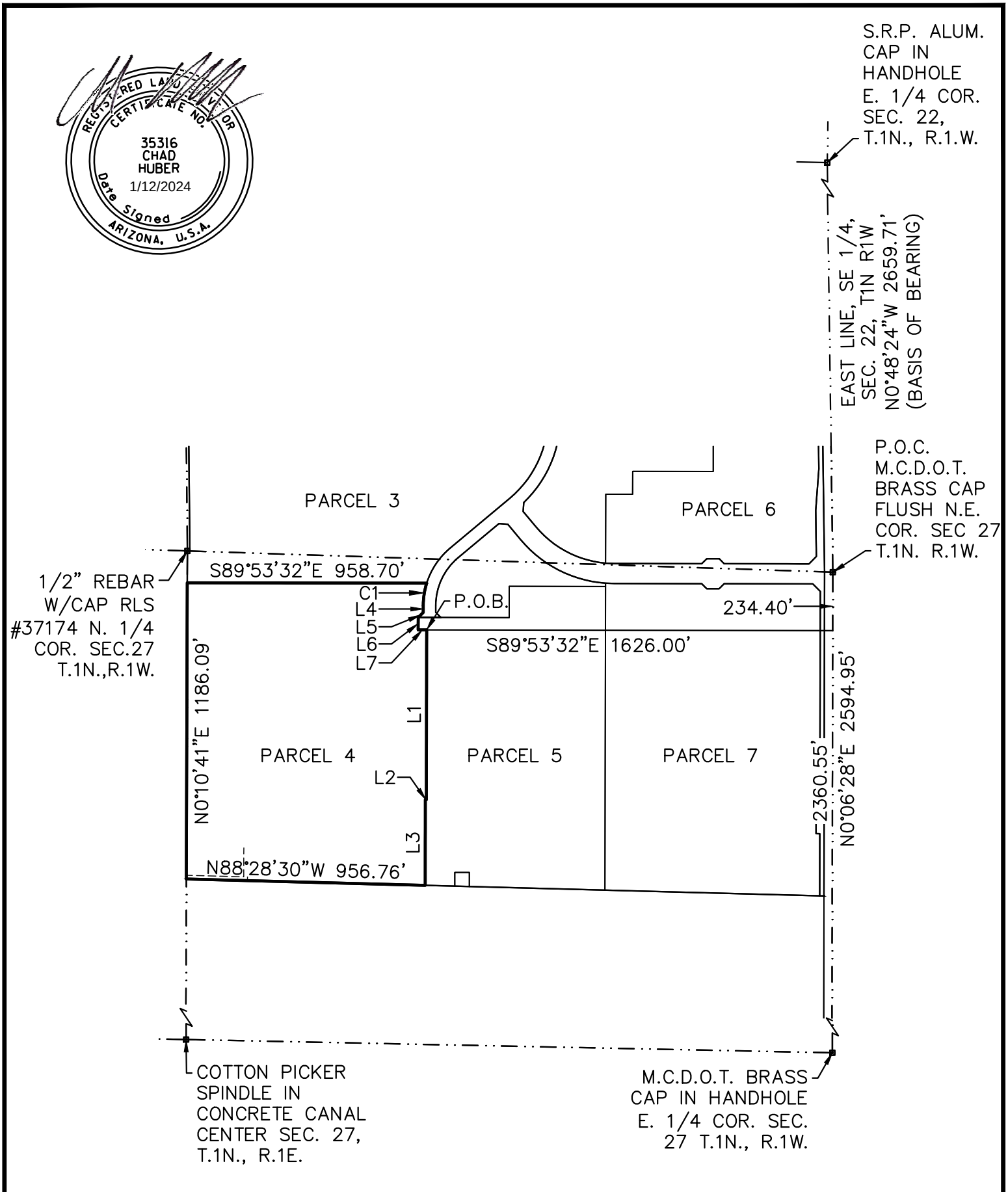
THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 33.91 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,144,979 SQUARE FEET OR 26.285 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 4 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. 39		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
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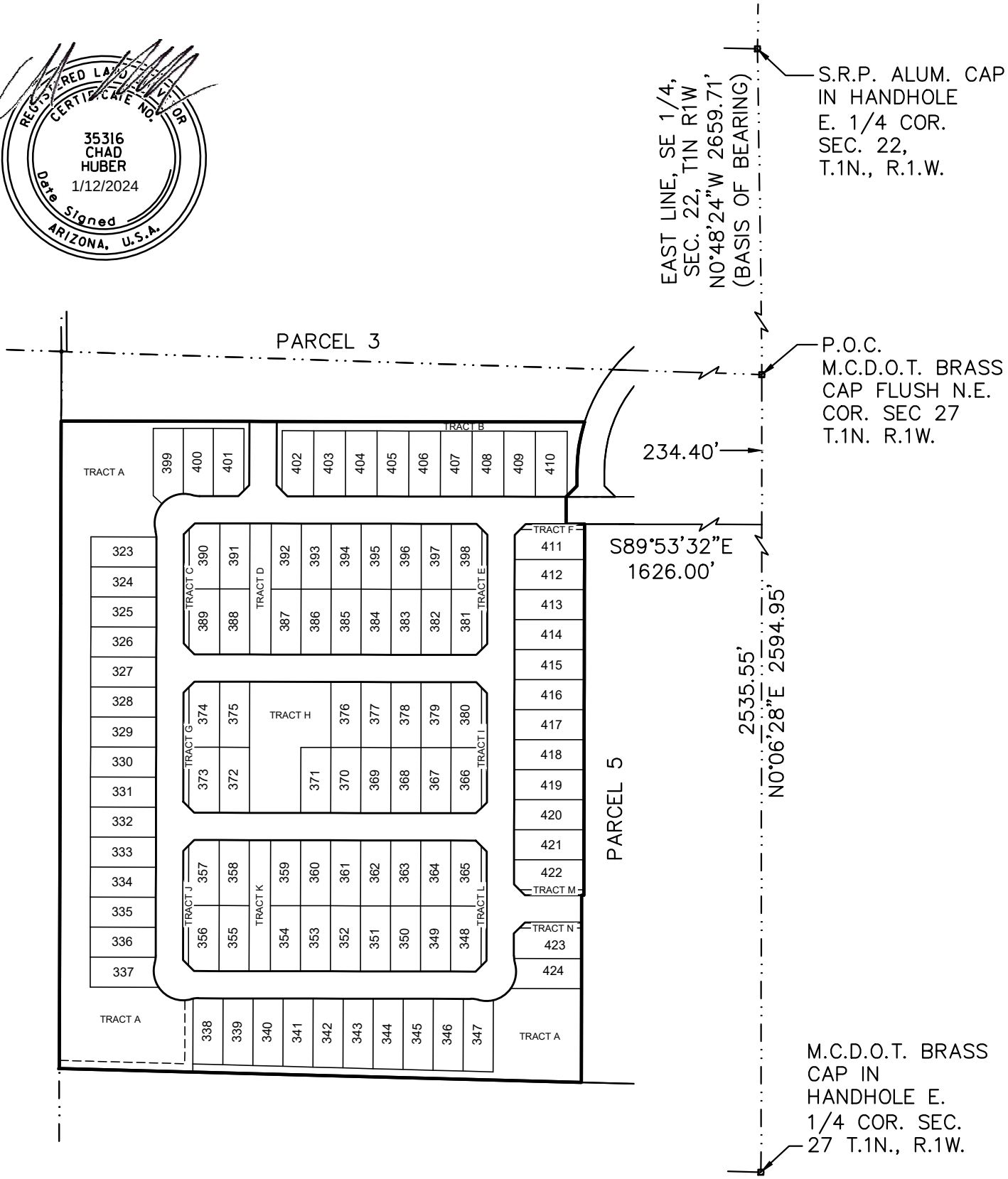
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 4 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. 39		Scale 1" =250'	Drawn by ZTW	Checked by CWH	Date Jan. 2024	Project No. 291705009	Sheet No. 2 OF 4

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TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	156,969.70	3.604	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ACCESS EASEMENT
B	12,799.97	0.294	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	29,160.00	0.669	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
I	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
K	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
L	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
M	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
N	1,090.00	0.025	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	224,072	5.144	CORONA AVENUE / 134TH AVENUE / LUXTON LANE / 133RD DRIVE / PARKWAY LANE / LEVI DRIVE

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	3 OF 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	680.00	S0°06'28"W
L2	4.00	N89°53'32"W
L3	342.75	S0°06'28"W
L4	27.70	S0°06'28"W
L5	28.28	S45°06'28"W
L6	50.00	S0°06'28"W
L7	33.91	S89°53'32"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	17°19'04"	300.00'	90.68'	S8°46'00"W	90.33'

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 4

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RESOLUTION 1070-0624

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. 39 – THREE RIVERS RANCH PARCEL 4; 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 1069-0624 declaring its intent to form the City of Avondale Maintenance Improvement District No. 39 – Three Rivers Ranch Parcel 4; 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. 39 – Three Rivers Ranch Parcel 4 (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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1070-0624

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 4

A PORTION OF LAND LOCATED IN 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;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 234.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 1626.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 680.00 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 4.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 342.75 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 956.76 FEET;

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THENCE ALONG SAID CURVE TURN TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17 DEGREES 19 MINUTES 04 SECONDS, AN ARC LENGTH OF 90.68 FEET;

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THENCE SOUTH 45 DEGREES 06 MINUTES 28 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 33.91 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,144,979 SQUARE FEET OR 26.285 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
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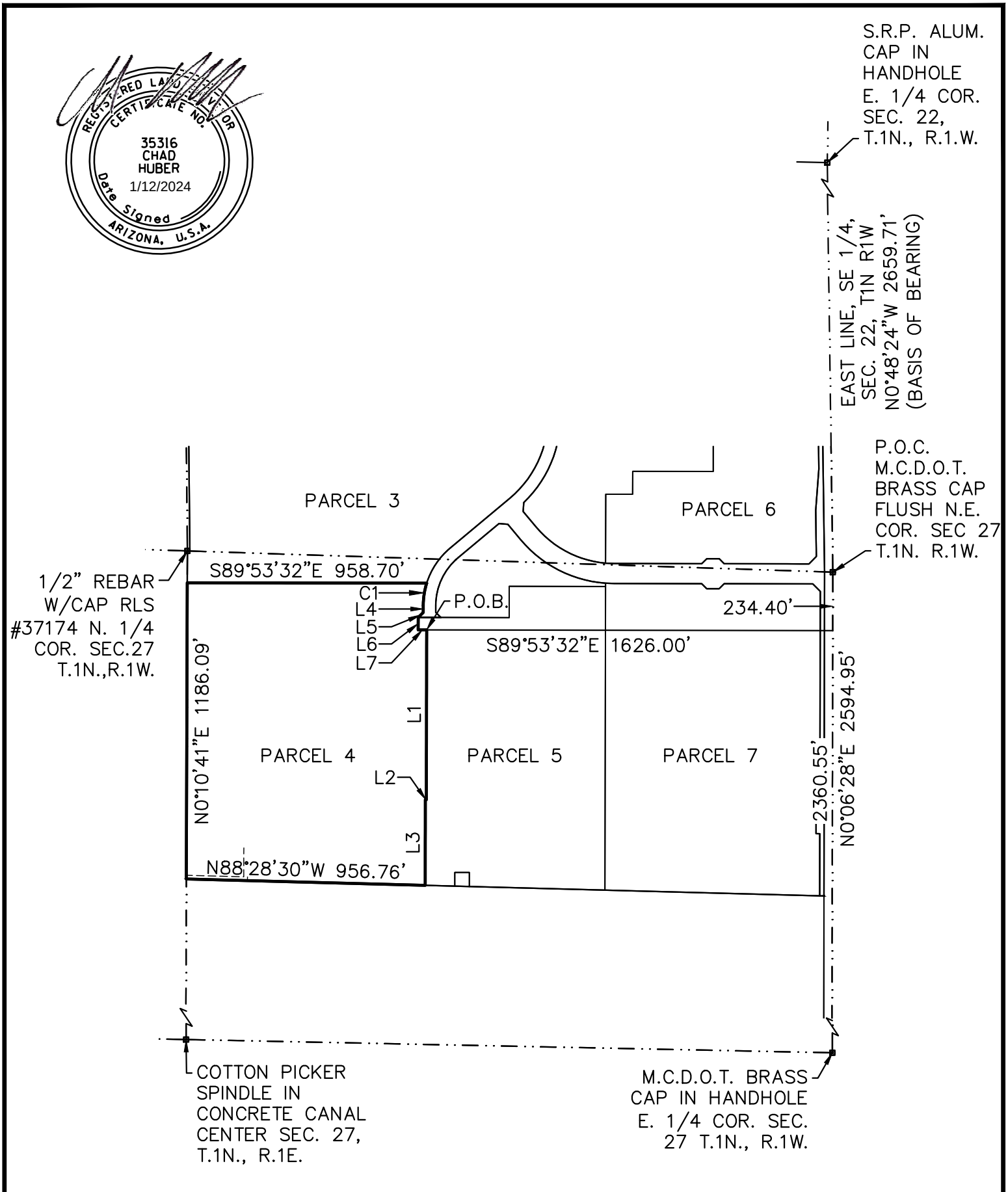
Date Signed
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 4 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. 39		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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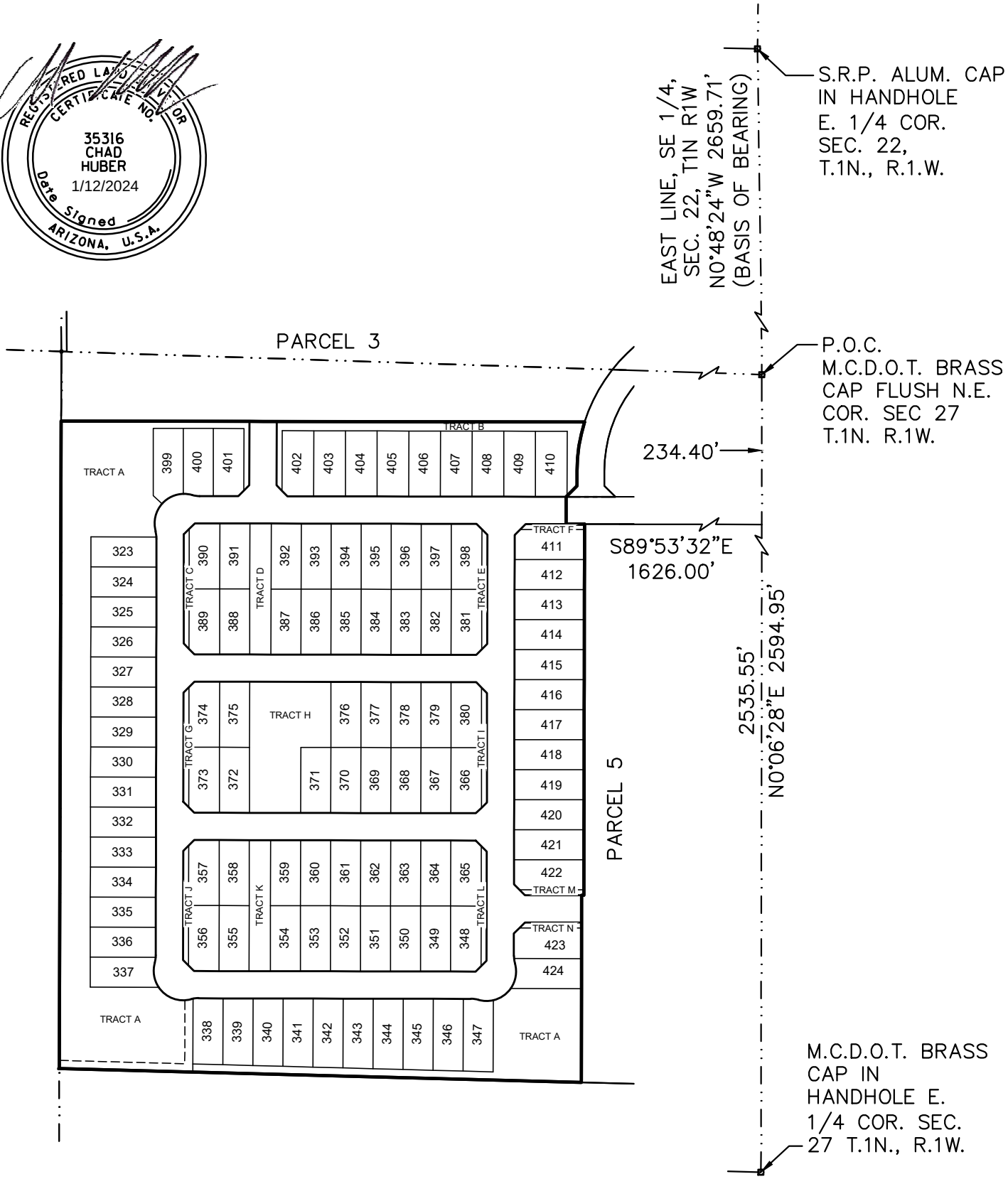
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.



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MID No. 39		Scale 1" =250'	Drawn by ZTW	Checked by CWH	Date Jan. 2024	Project No. 291705009	Sheet No. 2 OF 4

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TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	156,969.70	3.604	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ACCESS EASEMENT
B	12,799.97	0.294	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	29,160.00	0.669	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
I	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
K	9,360.00	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
L	2,100.00	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
M	1,130.00	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
N	1,090.00	0.025	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	224,072	5.144	CORONA AVENUE / 134TH AVENUE / LUXTON LANE / 133RD DRIVE / PARKWAY LANE / LEVI DRIVE

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
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 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	680.00	S0°06'28"W
L2	4.00	N89°53'32"W
L3	342.75	S0°06'28"W
L4	27.70	S0°06'28"W
L5	28.28	S45°06'28"W
L6	50.00	S0°06'28"W
L7	33.91	S89°53'32"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	17°19'04"	300.00'	90.68'	S8°46'00"W	90.33'

CHAD W. HUBER
RLS 35316

MID No. 39

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 4
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

Kimley»Horn
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N/A	ZTW	CWH	Jan. 2024	291705009	4 OF 4

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CITY COUNCIL REPORT

ITEM NUMBER: 4.o.

SUBJECT: Resolution 1071-0624 and 1072-0624 – Maintenance Improvement District No. 40 - Three Rivers Ranch - Parcel 5

MEETING DATE: 6/17/2024

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 1071-0624 declaring its intention to form the City of Avondale Maintenance Improvement District No. 40, Three Rivers Ranch - Parcel 5, providing for the assessment; (c) adopt Resolution 1072-0624, 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, 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. 40, Three Rivers Ranch - Parcel 5, located west of the intersection of Dysart Road and Alamar Boulevard, 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. 40, Three Rivers Ranch - Parcel 5, 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*

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

District #40

MID # (assigned by City of Avondale)

Three Rivers Ranch - Parcel 5

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 18.883 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: 500-77-005A

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]

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"Property Owner"

Entity Name: _____

Property Tax Parcel Numbers: 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
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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 - PARCEL 5

A PORTION OF LAND LOCATED IN 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;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 59.40 FEEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 910.00 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 1215.56;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 546.19;

THENCE NORTH 00 DEGREES 22 MINUTES 24 SECONDS WEST, 55.03;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 56.30;

THENCE SOUTH 00 DEGREES 06 MINUTES 33 SECONDS WEST, 53.62;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 117.25;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 342.75;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 4.00;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 680.00;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 33.91;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 50.00;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 364.15;

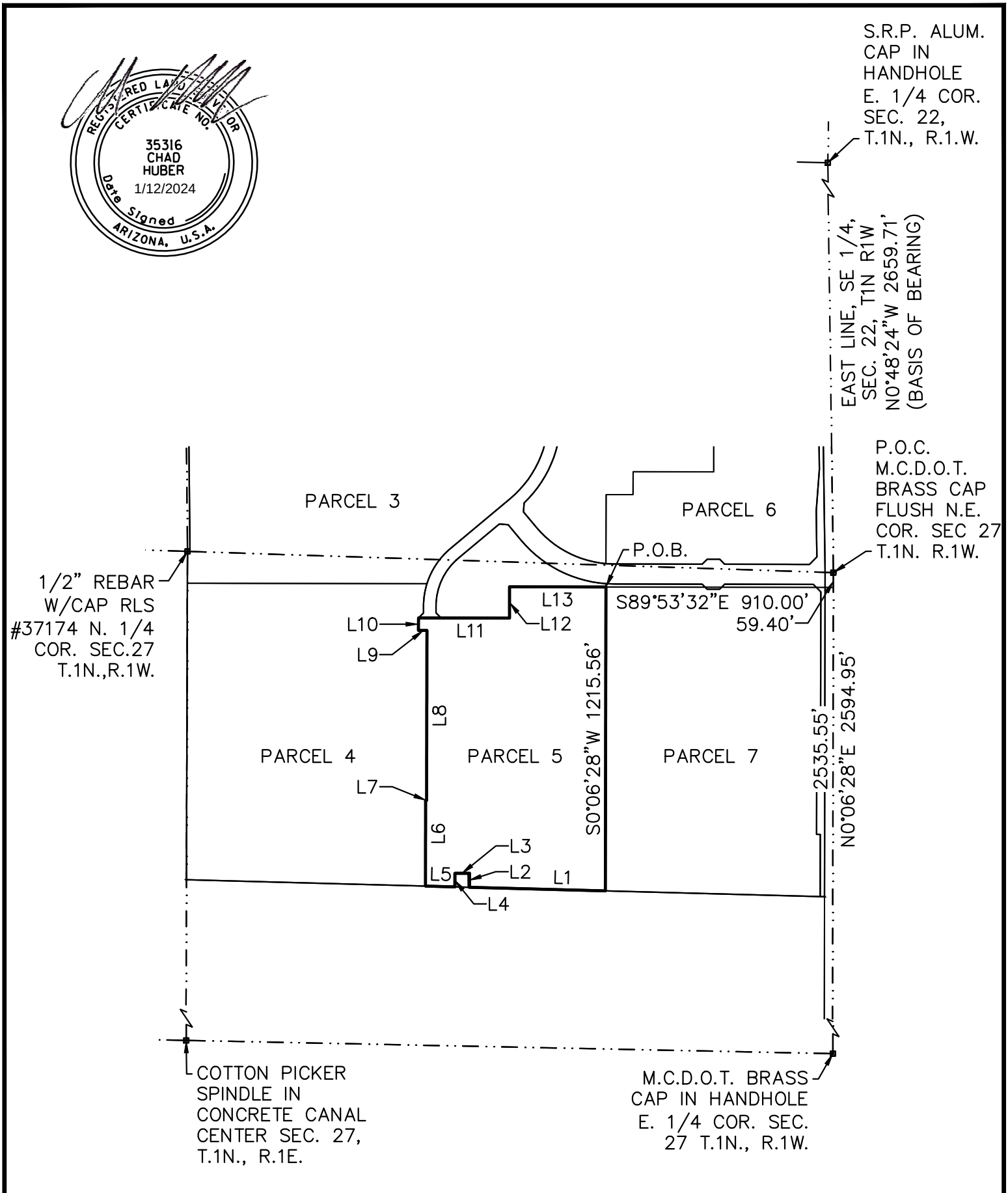
THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 125.00;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 385.76 FEET TO THE **POINT OF BEGINNING;**

SAID PARCEL CONTAINS 882,719 SQUARE FEET OR 18.887 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
1/12/2024
Date Signed
ARIZONA, U.S.A.



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MID No. 40		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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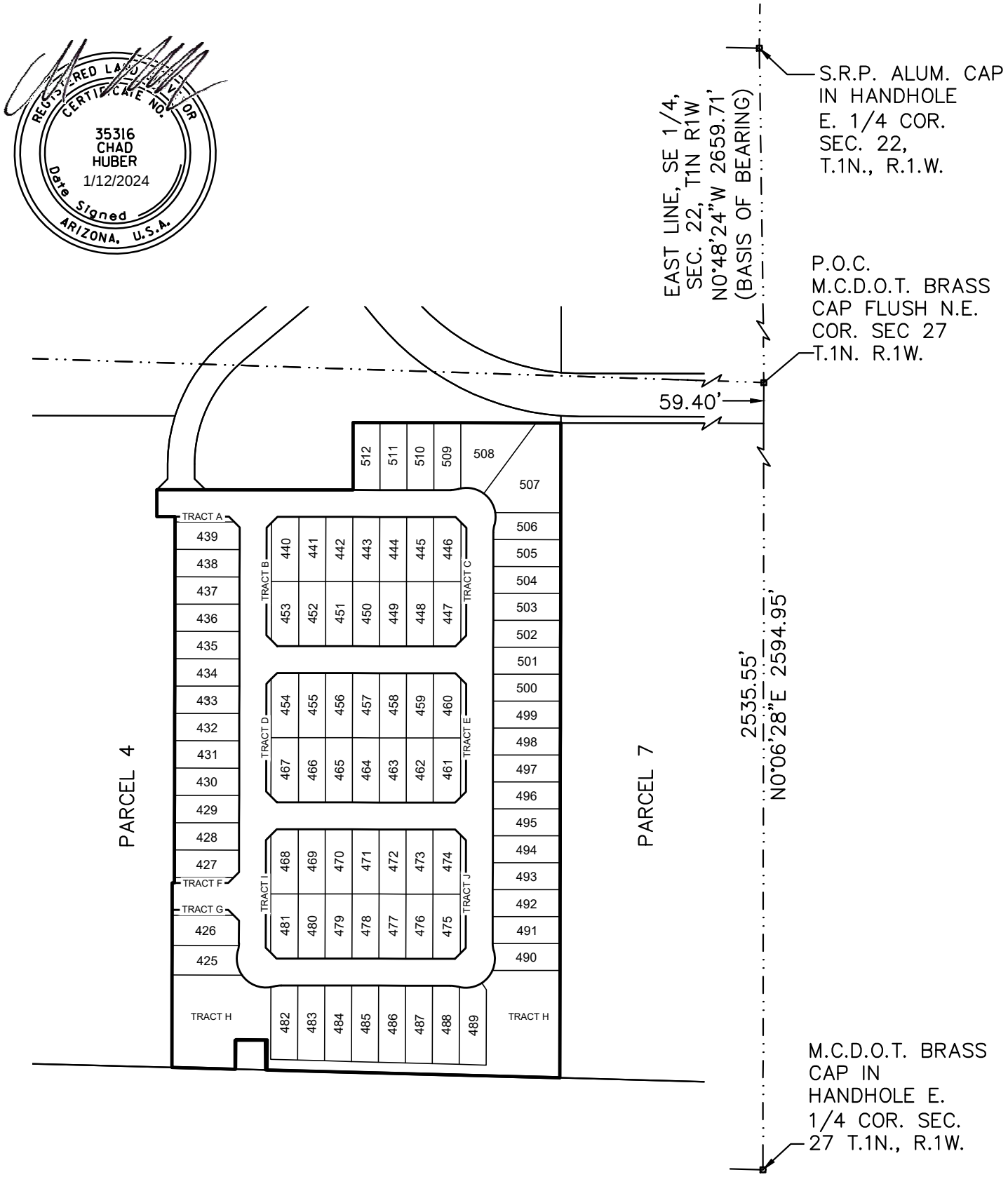

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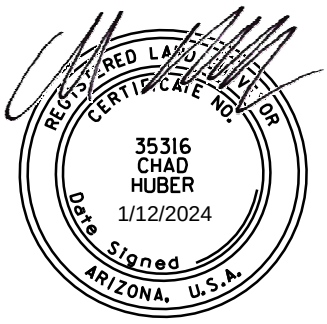
TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	1,050.00	0.0241	LANDSCAPE / PUBLIC UTILITY EASEMENT
B	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,050.00	0.0241	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	1,090.00	0.0250	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	62,862.43	1.4431	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / SEWER EASEMENT / EMERGENCY ACCESS EASEMENT
I	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT

RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	182,813	4.1968	CORONA AVENUE / 131ND DRIVE / LUXTON LANE / 132ND AVENUE / PARKWAY LANE / LEVI DRIVE



CHAD W. HUBER
RLS 35316

MID No. 40

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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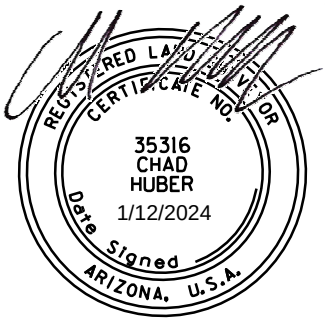
LINE TABLE		
LINE	LENGTH	BEARING
L1	546.19	N88°28'30"W
L2	55.03	N0°22'24"W
L3	56.30	N89°53'32"W
L4	53.62	S0°06'33"W
L5	117.25	N88°28'30"W
L6	342.75	N0°06'28"E
L7	4.00	S89°53'32"E
L8	680.00	N0°06'28"E
L9	33.91	N89°53'32"W
L10	50.00	N0°06'28"E
L11	364.15	S89°53'32"E
L12	125.00	N0°06'28"E
L13	385.76	S89°53'32"E



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RLS 35316

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MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
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CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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Engineer's Estimate

Kimley»Horn

Project Name: Three Rivers Ranch
Project Phase: Parcel 5

Gross Area (AC):	18.88
Number of Lots:	88

City of Avondale
Maintenance Improvement District No. 40
Three Rivers Ranch Parcel 5

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:	4.20 AC
Tract Area:	1.79 AC

Annual Maintenance Fee

Right-of-way:	4.20 AC		x	$ 2,000 / AC	=	$ 8,400.00
Tract Area:	1.79 AC		x	$ 10,500 / AC	=	$ 18,795.00
					=	**$ 27,195.00**

Annual Administrative Fee

	$ 27,195.00	x	5%	=	**$ 1,359.75**

Total Annual Cost

	$ 27,195.00	+	$ 1,359.75	=	**$ 28,554.75**

Total Cost per Month

	$ 28,554.75	/	12 Months	=	**$ 2,379.56**

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 1071-0624

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. 40 – THREE RIVERS RANCH PARCEL 5, 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. 40 – Three Rivers Ranch Parcel 5 (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. 40 – Three Rivers Ranch Parcel 5, 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. 40 – Three Rivers Ranch Parcel 5.

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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1071-0624

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 5

A PORTION OF LAND LOCATED IN 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;

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THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 910.00 FEET TO THE **POINT OF BEGINNING;**

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THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 125.00;

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SAID PARCEL CONTAINS 882,719 SQUARE FEET OR 18.887 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
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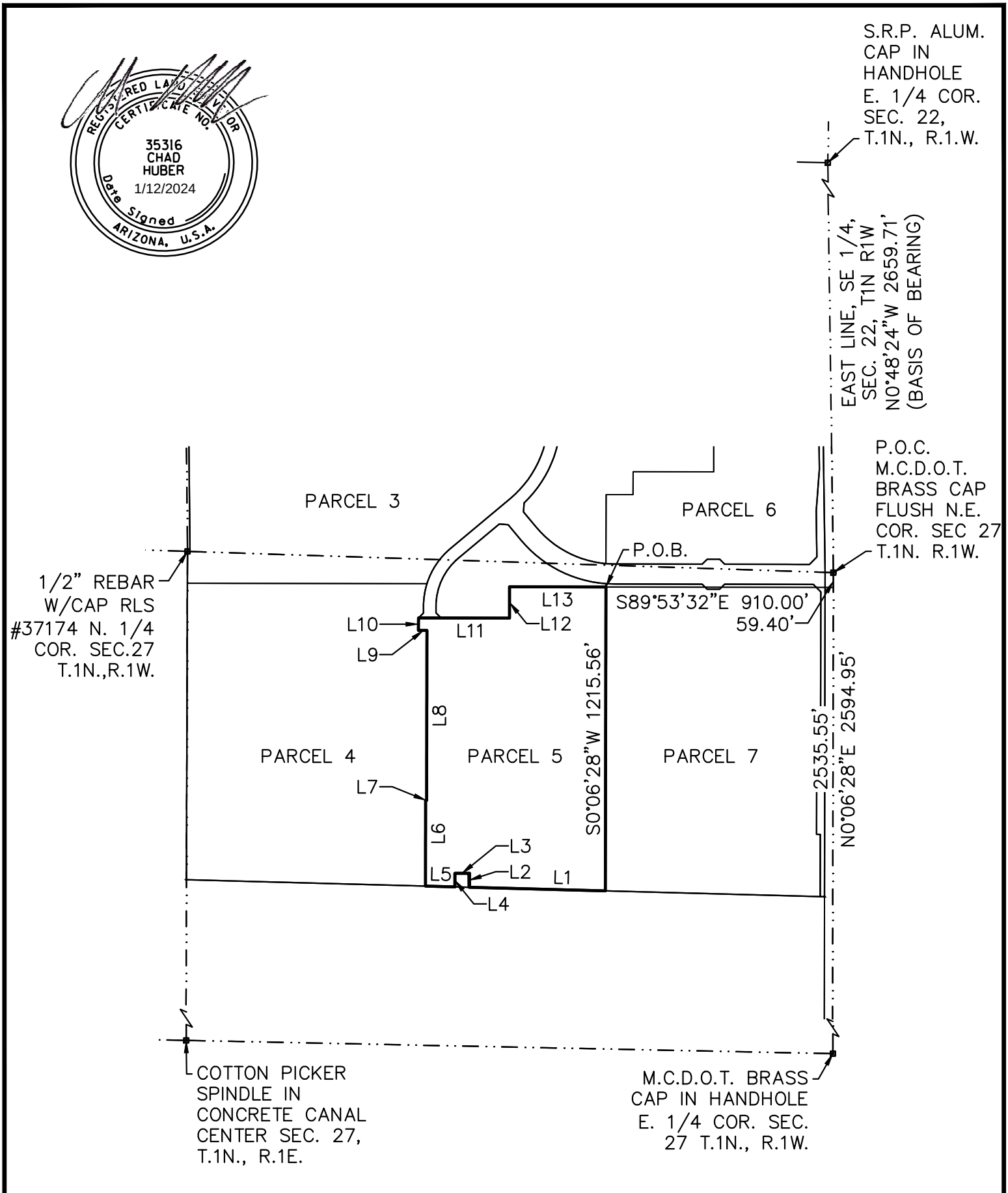
ARIZONA, U.S.A.



CHAD W. HUBER RLS 35316	MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR THREE RIVERS RANCH - PARCEL 5 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. 40		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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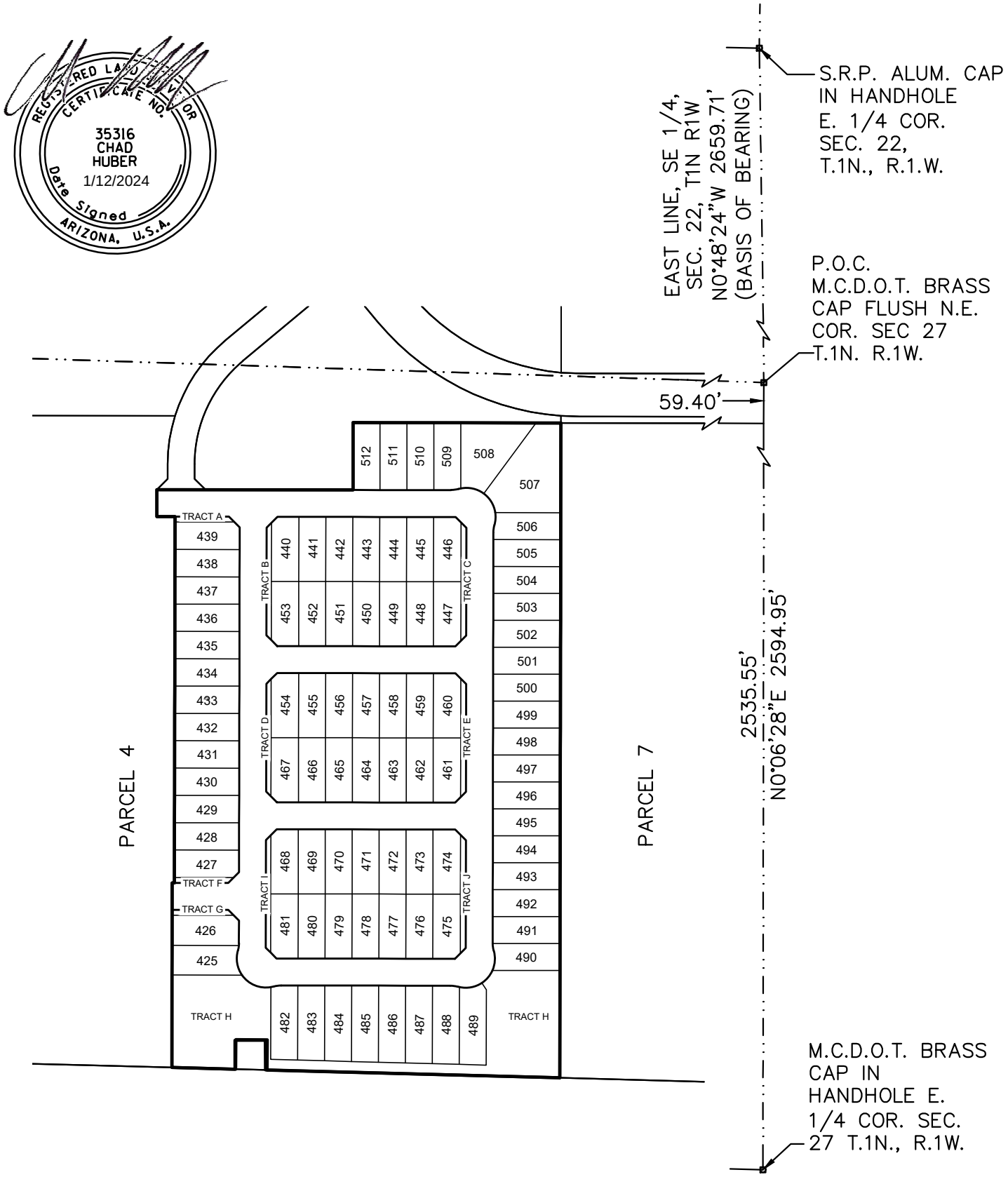

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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TRACT USE TABLE			
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C	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
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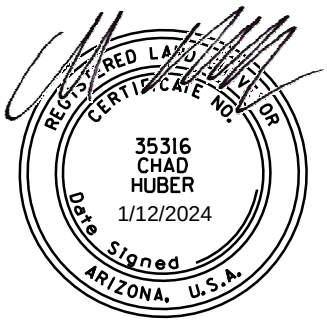
RIGHT-OF-WAY			
USAGE	SQUARE FEET	ACRES	STREET NAMES
RIGHT-OF-WAY	182,813	4.1968	CORONA AVENUE / 131ND DRIVE / LUXTON LANE / 132ND AVENUE / PARKWAY LANE / LEVI DRIVE



CHAD W. HUBER
RLS 35316

MID No. 40

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
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		
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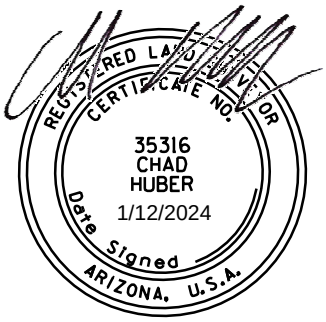
L2	55.03	N0°22'24"W
L3	56.30	N89°53'32"W
L4	53.62	S0°06'33"W
L5	117.25	N88°28'30"W
L6	342.75	N0°06'28"E
L7	4.00	S89°53'32"E
L8	680.00	N0°06'28"E
L9	33.91	N89°53'32"W
L10	50.00	N0°06'28"E
L11	364.15	S89°53'32"E
L12	125.00	N0°06'28"E
L13	385.76	S89°53'32"E



CHAD W. HUBER
RLS 35316

MID No. 40

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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RESOLUTION 1072-0624

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. 40 – THREE RIVERS RANCH PARCEL 5; 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 1070-0624 declaring its intent to form the City of Avondale Maintenance Improvement District No. 40 – Three Rivers Ranch Parcel 5; 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. 40 – Three Rivers Ranch Parcel 5 (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, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1072-0624

[Legal Description and Map of Assessment District]

See following pages.

EXHIBIT "A"
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
THREE RIVERS RANCH - PARCEL 5

A PORTION OF LAND LOCATED IN 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;

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SAID PARCEL CONTAINS 882,719 SQUARE FEET OR 18.887 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
12/14/2023
Date Signed
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
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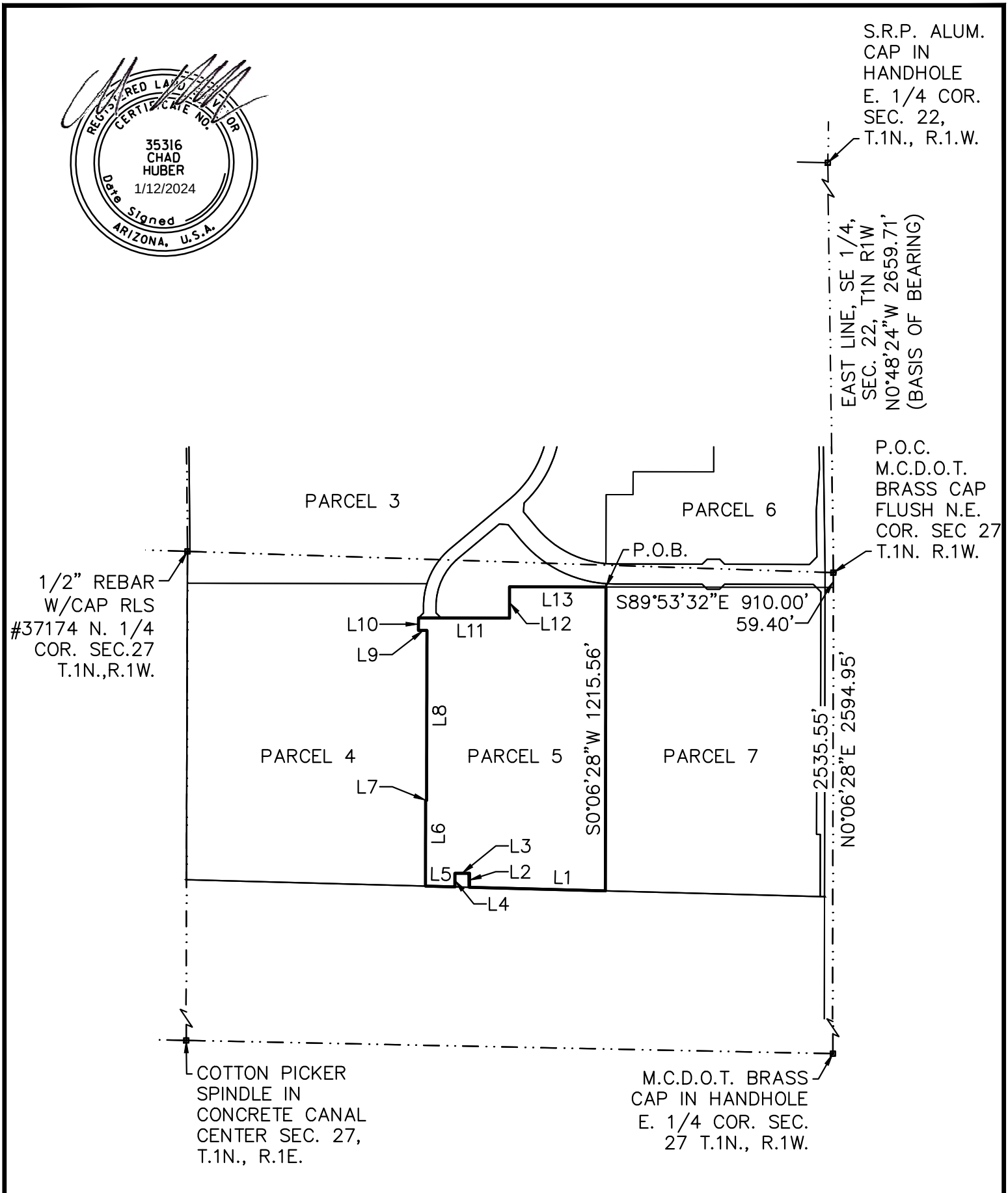

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MID No. 40		Scale: 1" = 500' · Drawn by: ZTW · Checked by: CWH · Date: Jan. 2024 · Project No.: 291705009 · Sheet No.: 1 OF 4

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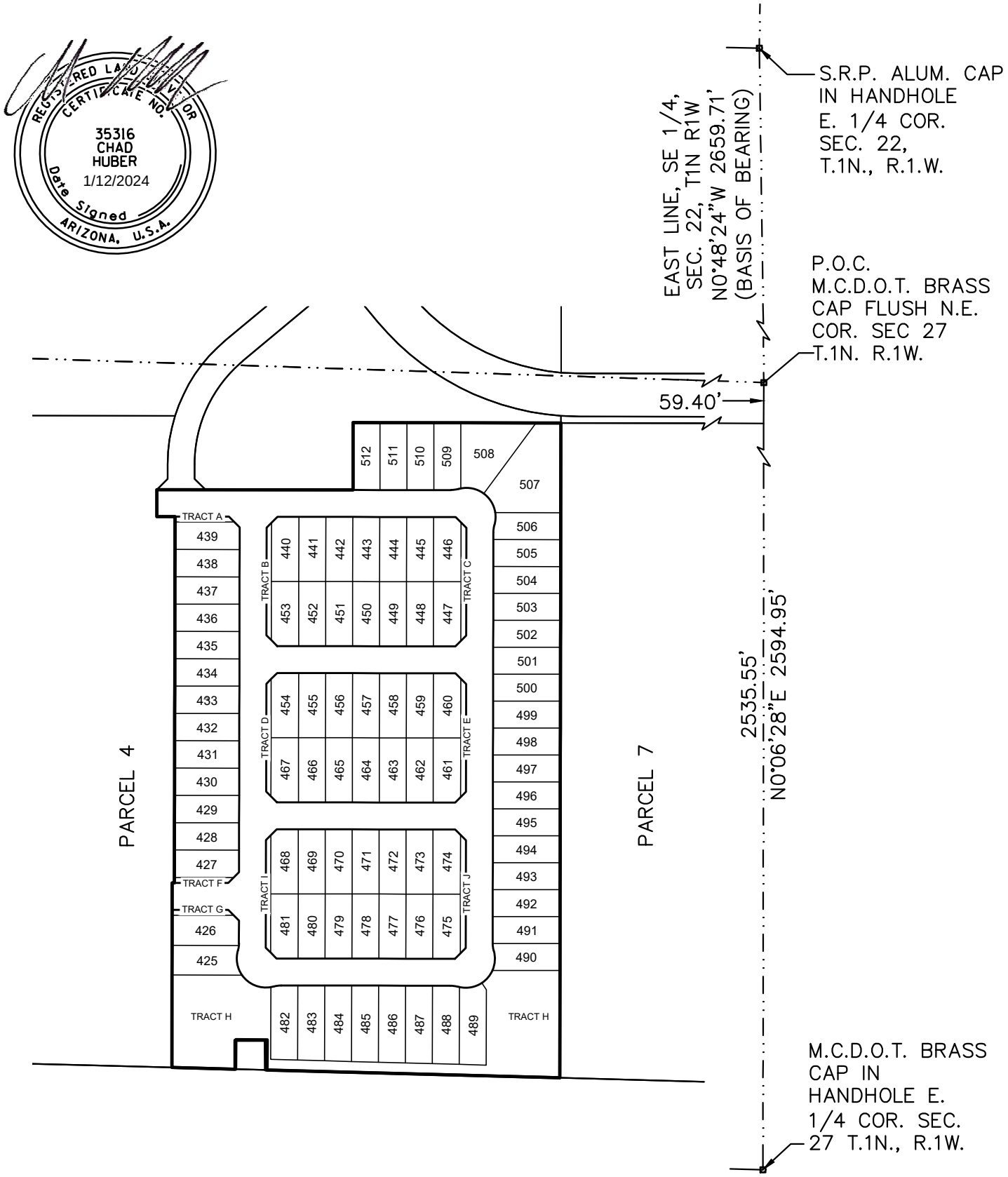

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MID No. 40		

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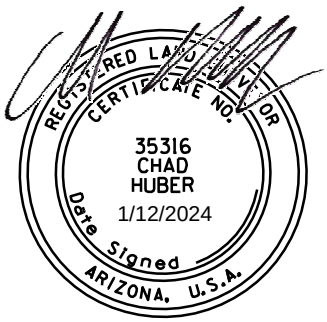


CHAD W. HUBER
RLS 35316

MID No. 40

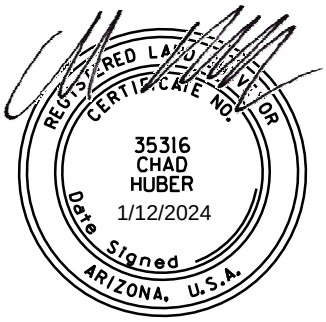
MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
EXHIBIT "A"
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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 4

WATSON, ZACH 1/17/2024 5:06 PM K:\EAV_CIVIL\291705009- THREE RIVERS RANCH\CADD\SURVEY\PARCEL 5\MID\PARCEL 5-MID.DWG

LINE TABLE		
LINE	LENGTH	BEARING
L1	546.19	N88°28'30"W
L2	55.03	N0°22'24"W
L3	56.30	N89°53'32"W
L4	53.62	S0°06'33"W
L5	117.25	N88°28'30"W
L6	342.75	N0°06'28"E
L7	4.00	S89°53'32"E
L8	680.00	N0°06'28"E
L9	33.91	N89°53'32"W
L10	50.00	N0°06'28"E
L11	364.15	S89°53'32"E
L12	125.00	N0°06'28"E
L13	385.76	S89°53'32"E



CHAD W. HUBER
RLS 35316

MID No. 40

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
THREE RIVERS RANCH - PARCEL 5
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 4

WATSON, ZACH 1/17/2024 5:06 PM K:\EAV_CIVIL\291705009- THREE RIVERS RANCH\CADD\SURVEY\PARCEL 5\MID\PARCEL 5-MID.DWG

CITY COUNCIL REPORT

ITEM NUMBER: 4.p.

SUBJECT: Ordinance 2015-0624 – Granting an Irrigation Easement to the Salt River Project Agricultural Improvement and Power District

MEETING DATE: 6/17/2024

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 2015-0624 authorizing the granting of an irrigation easement to the Salt River Project Agricultural Improvement and Power District (SRP) along the west side of 107th Avenue as it relates to the Entrada development and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Entrada is a proposed residential development located along the west side of 107th Avenue between Lower Buckeye Road and Broadway Road. The City annexed the Entrada property on August 24, 2020, via Ordinance 2025-0820. As part of the project, the developer of Entrada will construct half street improvements in 107th Avenue right-of-way (ROW). SRP has existing irrigation infrastructure located within the ROW of 107th Avenue but will need a new irrigation easement in three areas along 107th Avenue to tie into a new irrigation pipeline to be installed on Entrada's property.

DISCUSSION:
Granting the easement to SRP will allow Entrada to complete SRP's irrigation pipelines and their 107th Avenue street improvements as required by Maricopa County Department of Transportation. The easements consist of a combined area containing 8,076 square feet.

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

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the granting of an irrigation easement to Salt River Project Agricultural Improvement and Power District along the west side of 107th Avenue as it relates to the Entrada development 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

SRP Irrigation Easement Areas

Not to Scale

Prepared on 5/15/2024 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\107thAve_SRP_IRR_Easements

ORDINANCE NO. 2015-0624

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING THREE EASEMENTS TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE ENTRADA DEVELOPMENT.

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

SECTION 1. Three easements are hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property generally located along the west side of 107th Avenue, north of Broadway Road, as described in the easement form attached hereto as part of Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2015-0624

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
Parcel # 107th Ave and Broadway
SW ¼, SEC. 20, T01N, R01E

Agt. PJH
Job # LJ85588
W _____ C _____
R/W#: 1359B

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF AVONDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

See Exhibit "A" "B" and "C" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B Guidelines attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B Guidelines.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B Guidelines attached hereto and by this reference made a part hereof.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

IN WITNESS WHEREOF, **THE CITY OF AVONDALE,** an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, _____.

THE CITY OF AVONDALE,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

_____
City Attorney for the
City of Avondale

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned, personally appeared _____, the _____, of **THE CITY OF AVONDALE**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

S/Landform/MASTER

Exhibit "A"
SRP Irrigation Easement

Job No. 21-0147 April 9, 2024

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

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

thence along the East line of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 2020.06 feet;

thence departing from said East line, South 89 degrees 22 minutes 28 seconds West, 33.00 feet to the **POINT OF BEGINNING**;

thence North 88 degrees 36 minutes 02 seconds West, 32.02 feet;

thence along the West line of the East 65.00 feet of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 534.87 feet;

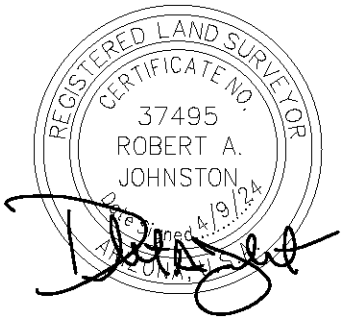
thence South 56 degrees 36 minutes 33 seconds East, 12.06 feet;

thence along the West line of the East 55.00 feet of said Southeast Quarter, South 0 degrees 37 minutes 32 seconds East, 508.46 feet;

thence South 88 degrees 36 minutes 02 seconds East, 22.01 feet;

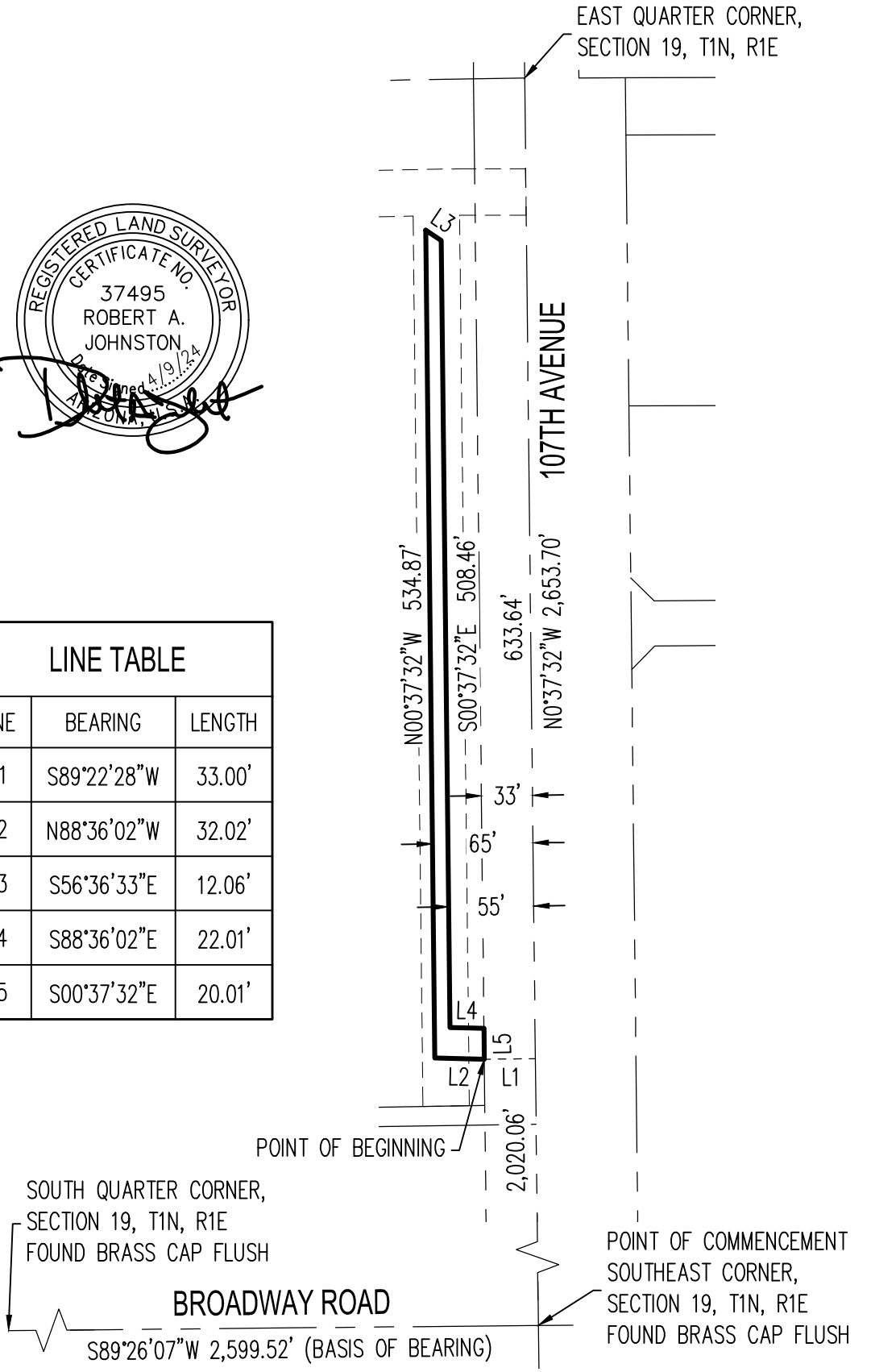
thence along the West line of the East 33.00 feet of said Southeast Quarter, South 0 degrees 37 minutes 32 seconds East, 20.01 feet to the **POINT OF BEGINNING**.

Containing an area of **5,757** square feet or **0.1322** acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°22'28"W	33.00'
L2	N88°36'02"W	32.02'
L3	S56°36'33"E	12.06'
L4	S88°36'02"E	22.01'
L5	S00°37'32"E	20.01'



SCALE: 1"=100'

21-0147

Exhibit "A"

SRP Irrigation Easement

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Apr 09, 2024 9:48am S:\Projects\2021\21-0147\Land Survey\Legals\21-0147 LD19 - SRP Irrigation Esmt.dwg

Exhibit "B"
SRP Irrigation Easement

Job No. 21-0147 May 8, 2024

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

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

thence along the East line of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 2603.33 feet;

thence departing from said East line, South 89 degrees 22 minutes 28 seconds West, 33.00 feet to the **POINT OF BEGINNING**;

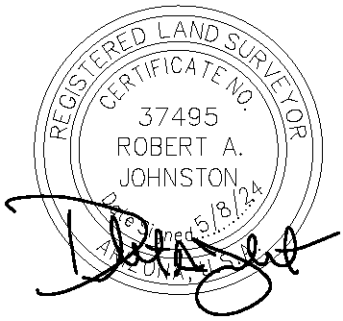
thence South 89 degrees 16 minutes 53 seconds West, 32.00 feet;

thence along the West line of the East 65.00 feet of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 30.00 feet;

thence North 89 degrees 16 minutes 53 seconds East, 32.00 feet;

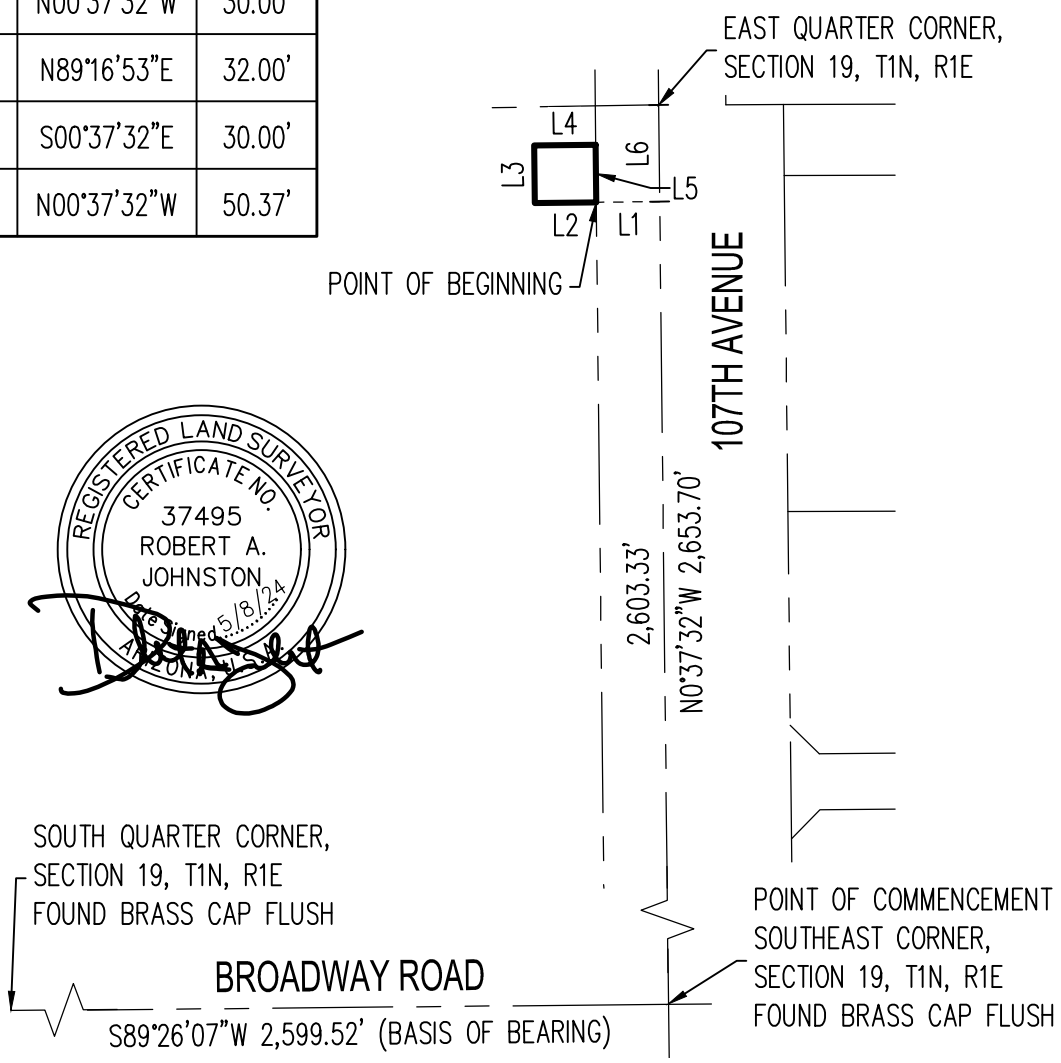
thence along the West line of the East 33.00 feet of said Southeast Quarter, South 0 degrees 37 minutes 32 seconds East, 30.00 feet to the **POINT OF BEGINNING**.

Containing an area of **960** square feet or **0.0220** acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°22'28"W	33.00'
L2	S89°16'53"W	32.00'
L3	N00°37'32"W	30.00'
L4	N89°16'53"E	32.00'
L5	S00°37'32"E	30.00'
L6	N00°37'32"W	50.37'



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5/8/24
ARIZONA, U.S.A.

NORTH

SCALE: 1"=100'

21-0147

Exhibit "B"

SRP Irrigation Easement

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

May 08, 2024 3:32pm S:\Projects\2021\21-0147\Land Survey\Legals\21-0147 LD23 - SRP Irrigation Esmt.dwg

Exhibit "C"
SRP Irrigation Easement

Job No. 21-0147 May 8, 2024

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

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

thence along the East line of the Southeast Quarter of said Section 19, North 0 degrees 37 minutes 32 seconds West, 2653.70 feet to the East quarter corner;

thence along the East line of said Northeast Quarter, North 0 degrees 41 minutes 57 seconds West, 200.66 feet;

thence departing from said East line, South 89 degrees 18 minutes 03 seconds West, 65.00 feet to the **POINT OF BEGINNING**;

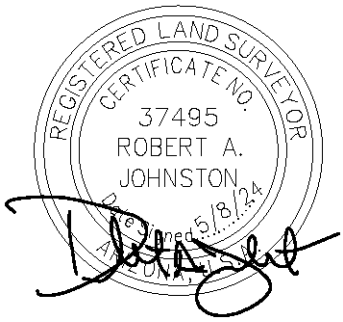
thence along the West line of the East 65.00 feet of said Northeast Quarter, North 0 degrees 41 minutes 57 seconds West, 42.48 feet;

thence North 44 degrees 14 minutes 03 seconds East, 45.31 feet;

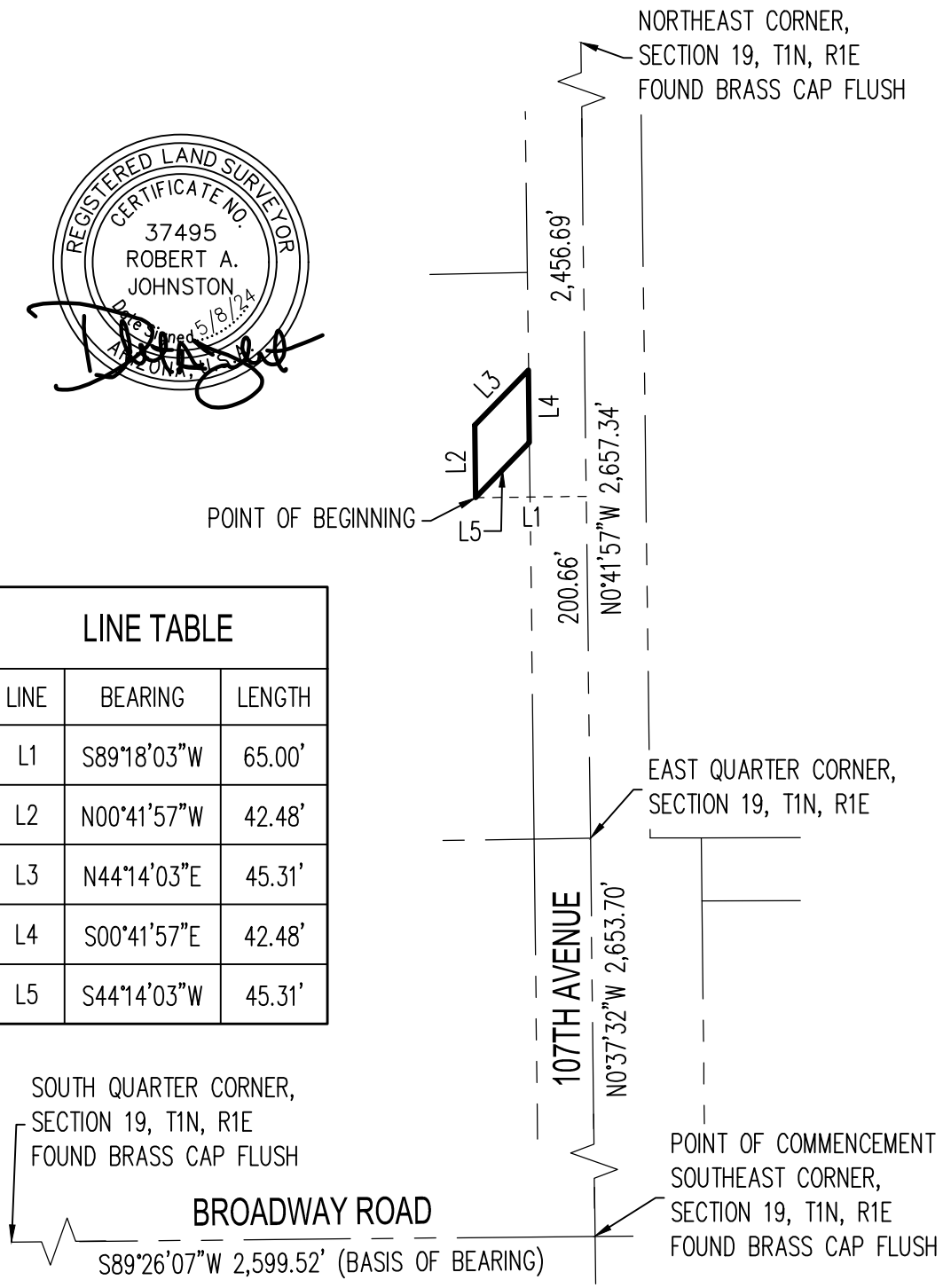
thence along the West line of the East 33.00 feet of said Northeast Quarter, South 0 degrees 41 minutes 57 seconds East, 42.48 feet;

thence South 44 degrees 14 minutes 03 seconds West, 45.31 feet to the **POINT OF BEGINNING**.

Containing an area of **1,359** square feet or **0.0312** acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°18'03"W	65.00'
L2	N00°41'57"W	42.48'
L3	N44°14'03"E	45.31'
L4	S00°41'57"E	42.48'
L5	S44°14'03"W	45.31'

SCALE: 1"=100'

21-0147

Exhibit "C"

SRP Irrigation Easement

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

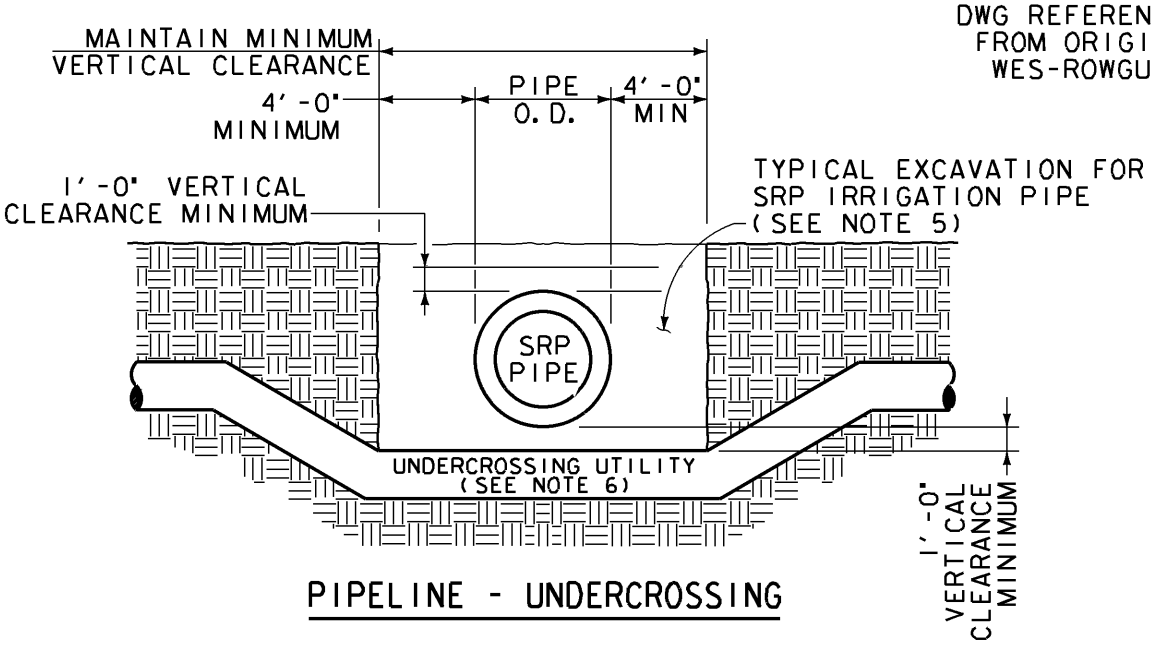
May 08, 2024 3:35pm S:\Projects\2021\21-0147\Land Survey\Legals\21-0147 LD24 - SRP Irrigation Esmt.dwg

EXHIBIT B

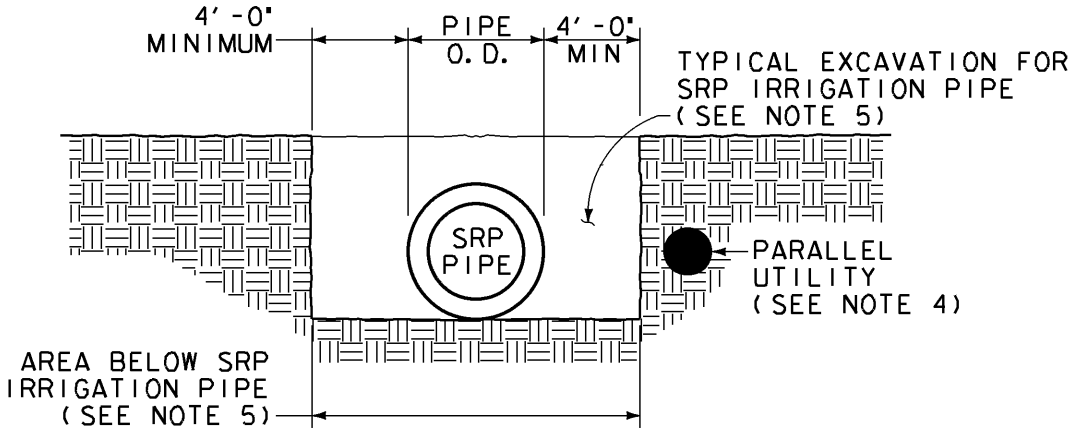
(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

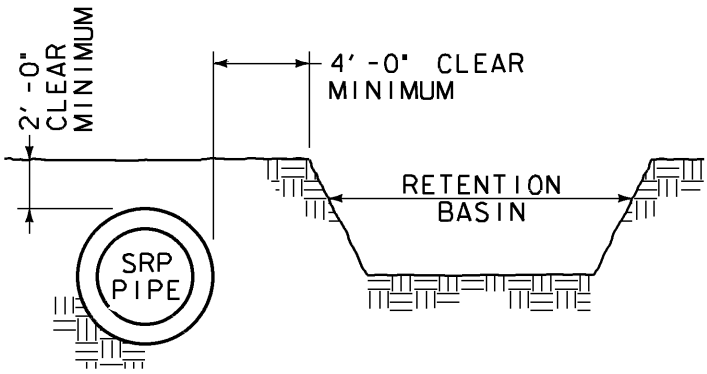
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



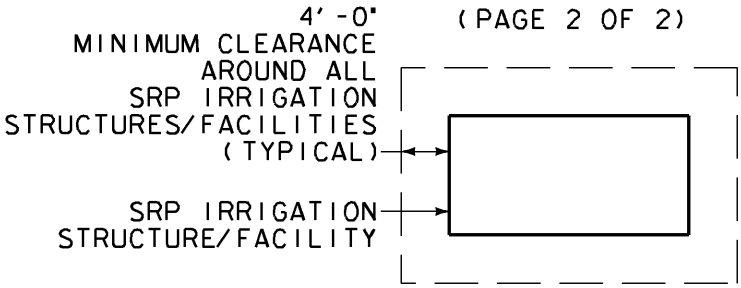
PIPELINES - RETENTION BASIN

EXHIBIT B

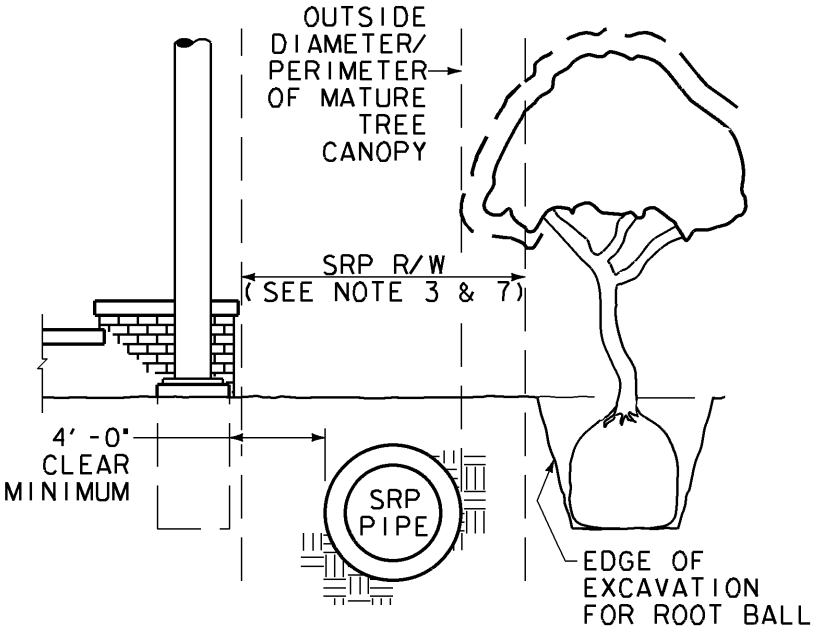
(PAGE 2 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXACAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4'-0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
6. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATON PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3" IN CONDUIT AS LONG AS THE 1'-0" CLEARANCE OVER THE PIPE IS MET.
7. REQUESTS TO INSTALL TREE PLANTERS CAN OCCUR ANYWHERE WITHIN THE SRP R/W LIMITS AND ARE REVIEWED ON A CASE-BY-CASE BASIS.

CITY COUNCIL REPORT

ITEM NUMBER: 4.q.

SUBJECT: Ordinance 2016-0624 – Disposition and Development Agreement-Newtown Community Development Corporation and the City of Avondale for U.S. Department of Housing and Urban Development Funds for Legacy Avondale Phase III (305 and 309 East Hill Drive)

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Chris Lopez, Director Neighborhood & Family Services

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

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

STRATEGIC PLAN:
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 Ordinance 2016-0624, approving a Development Agreement with Newtown Community Development Corporation (CDC) and an ordinance for the disposition of land located at 305 and 309 E. Hill Drive for the construction of affordable housing and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Legacy Phase 3 is the third and final phase of a homeownership project. Phase 3 includes the construction of six (6) single-family homes on two (2) City-owned lots, purchased in 2009 with Neighborhood Stabilization Program (NSP) funds, at 305 and 309 E. Hill Drive, adjacent to Legacy Avondale Phase 1 and 2.

On October 3, 2023, the City and Maricopa County executed an agreement allocating Maricopa County American Rescue Plan Act (ARPA) of 2021 State and Local Fiscal Recovery Funds (SLFRF) of $1,750,000 for the Legacy Avondale Housing Redevelopment Project Phase 3 (“Legacy”).

On April 16, 2024, the City and Maricopa County executed an Intergovernmental Agreement with Newtown CDC to allocate $796,326 in HOME Investment Partnerships (HOME) Community Housing Development Organization (CHDO) funds to the Legacy Project.

Along with the remaining NSP Program Income of $407,000 held by the City, the City will convey the two city-owned, vacant lots at 305 and 309 Hill Drive to Newtown CDC. The lots were purchased by the City through HUD's NSP funds in 2014 and require the land to be developed for affordable housing. The two lots will be consolidated and re-platted into six lots to accommodate six new single-family homes.

Acting in the capacity of a developer, Newtown will construct and sell the homes as part of a Community Land Trust (CLT). A CLT is a non-profit organization governed by a board that provides shared equity homeownership opportunities and lasting community assets. A home purchased through a CLT simply means that the homeowner purchases their home, but not the land on which the home sits. Instead, a CLT homebuyer enters a low-cost, long-term property lease with the CLT, known as the ground lease, for a 99-year period. The subsidy provided to the homebuyer stays with the land and is secured through a Land Use Restrictive Covenant (or LURA) for the period of affordability (99 years).

CLT homeowners can sell their homes, although the CLT has a right of first refusal for every sale. Upon the sale of the property, the CLT and the homeowner will share any equity. Shared equity homeownership is a self-sustaining model that takes a one-time public investment to make a home affordable for a low-income family and then restricts the home's sale price each time it is sold to keep it affordable for subsequent low-income families who purchase the home. The model balances wealth building for families who would otherwise be unable to afford to own a home while preserving the community's investment. The CLT model allows homes to be sold at a price which is affordable for low-moderate income homebuyers, while a ground lease secures the resale restrictions.

Total funding allocated to the project consists of:

- Maricopa County ARPA- $1,650,000
- HOME CHDO- $796,326
- NSP Program Income- $407,000
- Total funding- $2,853,326

DISCUSSION:

Staff seek to enter into a Development and Disposition agreement with Newtown CDC that will provide funding for the City's Legacy Phase 3 Project. The funding will allow the City of Avondale Neighborhood and Family Services Department to develop city-owned land (purchased through the NSP) and create new affordable housing opportunities for low-moderate income households. The funding regulations for the Legacy project allow three (3) of the homes to be sold to low-moderate income homebuyers who earn up to 120% of the Area Median Income (AMI). The remaining three (3) homes must be sold to low-moderate income homebuyers who have a household income of up to 80% of AMI.

The County funding for development is on a reimbursement basis to the City.

BUDGET IMPACT:

There is no budgetary impact to the City associated with this request. All grant funds will be reimbursable directly to Newtown from Maricopa County based on the City's review and approval of documented expenses.

RECOMMENDATION:

Staff recommends that City Council adopt an Ordinance as the Disposition and Development Agreement with Newtown Community Development Corporation

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

ORDINANCE NO. 2016-0624

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF EAST HILL DRIVE BETWEEN NORTH 3RD STREET AND NORTH 4TH DRIVE.

WHEREAS, the City of Avondale (the "City") is the owner of real property, -Maricopa County Assessor's Parcel Nos. 500-17-081 and 500-17-083, locally known as 305 East Hill Drive and 309 East Hill Drive in Avondale, Arizona (the "City Property"); and

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City to sell its acquired property as the City's interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property, except those interests specifically retained as set forth in the Disposition and Development Agreement (the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

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 sale of the City Property is hereby authorized.

SECTION 3. The Agreement executed for the purpose of selling the City Property, is hereby approved in substantially the form and substance attached hereto as Exhibit A.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2016-0624

[Agreement]

See following page.

DISPOSITION AND DEVELOPMENT AGREEMENT
NEWTOWN LEGACY AVONDALE PHASE III
(305 and 309 East Hill Drive)

THIS DISPOSITION AND DEVELOPMENT AGREEMENT is entered into between the CITY OF AVONDALE, an Arizona municipal corporation **("CITY"),** and NEWTOWN COMMUNITY DEVELOPMENT CORPORATION, INC. an Arizona non-profit corporation ("**NEWTOWN**"), as of this day June 17, 2024 (the "Effective Date").

RECITALS

A. The City is authorized to enter into development agreements pursuant to A.R.S. § 9-500.05. This Agreement is a development agreement within the meaning of A.R.S. § 9-500.05 and shall be construed as such.

B. The City owns two vacant lots legally described in **Exhibit A,** attached hereto and incorporated herein by reference (the "Property"), also known as 305 East Hill Drive and 309 East Hill Drive in Avondale, Arizona.

C. The City purchased the Property using Neighborhood Stabilization Program ("NSP") funds received by the City pursuant the Housing and Economic Recovery Act of 2008, as amended. The City intends to use additional NSP funding to assist with development of the Property.

D. The Parties have received Home Investment Partnership Program ("HOME") funds from the Maricopa County HOME Consortium pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, which are set aside for sole use by certified Community Housing Development Organizations ("CHDO" and "CHDO funding," respectively) pursuant to 24 C.F.R. Part 92, Subpart G.

E. The City, Newtown, and Maricopa County, Arizona ("Maricopa County") have entered into that certain triparty agreement, dated March 27, 2024 (the "CHDO Agreement") memorializing a subaward of $796,326 in HOME CHDO funding to the City and Newtown jointly, subject to the terms and conditions therein.

F. The City has received Coronavirus State and Local Fiscal Recovery Funds pursuant to the American Rescue Plan Act of 2021 ("ARPA"), which the City intends to use to fund development of the Property.

G. Pursuant to Section 25-23 of the Avondale City Code, the City has determined, after conducting a good faith review of available sources, that Newtown is the only reasonable and practicable source for the required development as they are the only CHDO currently certified by Maricopa County that offers the community land trust model for development of affordable housing.

H. Newtown is an experienced developer of residential projects utilizing a community land trust model ("CLT") to develop affordable housing in conjunction with local governments.

I. The City intends to convey the Property to Newtown, subject to the extensive conditions and restrictions set forth herein, in further consideration of the development of sustainable affordable housing using the CLT model; maintaining the affordability of the housing for a minimum of 99 years; and restricting the use of program income derived from the Project to further offerings of affordable

housing within the City of Avondale.

J. Pursuant to the terms and conditions hereafter set forth, the City grants Newtown exclusive development rights over the Property and Newtown agrees to develop the Property in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

"Affordable Housing Unit" means residential units that are affordable to households with incomes between 80% and 120% of area median income as determined in accordance with the Community Development Block Grant ("CDBG") rules and regulations of the U.S. Department of Housing and Urban Development ("HUD").

"Annual Income" means the anticipated total income from all sources, as defined in 24 C.F.R § 5.609, to be received by the family head and spouse or co-head and each additional member of the household during a twelve-month period.

"City" means the City of Avondale, an Arizona municipal corporation, and any successor public body or entity.

"Completion Certificate" means a written approval of final completion issued by the City certifying that all necessary title transfer requirements and construction work have been performed to the City's satisfaction; the Project complies with the HOME CHDO, NSP, and ARPA program requirements; as those programs are defined herein, and the final drawdown for the Project has been disbursed. Upon issuance to Newtown, the Completion Certificate shall be attached to this Agreement, but no amendment shall be required.

"Ground Lease" means each 99-year ground sublease for each Affordable Housing Unit or Low Income Unit to be executed between Newtown and the purchaser of an Affordable Housing Unit or Low Income Unit as Tenant, a memorandum of which shall be recorded in the Official Records once the lot is leased to an Eligible Homebuyer.

"Community Land Trusts" or **"CLTs"** means generally a non-profit, community-based organization that creates permanently affordable housing by retaining ownership of land and leasing it under a long-term ground lease (or subleases) to homebuyers who purchase the improvements on the land (typically houses) at prices below market rates because the cost of the land is not included in the purchase price. Through this agreement, Eligible Households purchasing Units will have incomes at or below either 80% of AMI for three of the Units and between 80% and 120% AMI for the remaining three Units.

"Development Plan" means all construction documentation upon which Newtown shall rely in building each and every part of the Improvements and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"), site plans, subdivision plat, or other required plats, as

modified by the planning and development review process.

"Eligible Household" means a homebuyer who wishes to purchase a Unit in the Project and (a) who is a first-time homebuyer or one who has not owned a home in the past three years, or is a single parent who has only owned a home with a former spouse while married, or is a displaced homemaker who has only owned a home with a spouse; (b) has a gross income of no more than 80% AMI for three of the units or between and no more than 120% AMI for the remaining three Units, (c) qualifies for a conventional mortgage through a participating lender, and (d) can contribute at least $2,500 toward down payment and closing costs.

"Homeowner" means the owner of record of the Improvements.

"Improvements" means all public and private improvements which may be constructed from time to time on any parcel comprising the Property, including, without limitation, all structures, Units, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by Newtown, pursuant to the terms of this Agreement.

"Low Income Housing" means those three Units that are affordable to households having incomes of no more than 80% AMI.

"Newtown" means Newtown Community Development Corporation, an Arizona non-profit corporation and Community Housing Development Organization recognized by HUD pursuant to 24 C.F.R. Part 92, Subpart G.

"Official Records" means the official records of the Maricopa County, Arizona Recorder.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and special assessments on the Project contested or not then delinquent; (ii) utility, access or other easements and rights-of-way, mineral rights, restrictions and exceptions encumbering or to encumber the Project; (iii) the Declaration of Affirmative Land Use Restrictive Covenant; (iv) any judgment lien against Newtown or the Project provided such lien is not released of record or bonded to the complete satisfaction of City within sixty days of the filing of such lien; (v) such items as are shown on Schedule B of the Title Commitment obtained for the Project and approved by Newtown; (vi) the liens of any Permitted Newtown Mortgagees or Ground Lease Mortgagees, provided no such Mortgages may ever be able to subrogate or lien the City's interest in the Property; (vii) the Purchase Option and ROFR referenced herein; (viii) the Memo of any Ground Lease; (viii) and such other liens or encumbrances as may be consented to in writing by City.

"Permitted Newtown Mortgages" means any and all loans (interim, permanent, "cash flow", "soft" or refinancing thereof) obtained by Newtown for the purpose of financing the construction of the Improvements and the development and operation of the Project, assignments of leases and rents, security agreements, and other collateral or security documents or instruments required by the lender or lenders providing such financing, and to all renewal, extensions, modifications or refinancing thereof.

"Preference" means that if an Affordable Housing Unit is available for purchase by two equally creditworthy Eligible Households, if one of the households (1) currently resides in Avondale and that household (2) currently receives a rental subsidy from the City of Avondale or from a nonprofit agency through an affiliation with the City of Avondale, then the Avondale Eligible Household shall be preferred assuming that the Preference is in accordance with fair housing law and policy. Otherwise, all Affordable Housing Units and Low-Income Units shall be offered to creditworthy Eligible Households on a "first come, first serve" basis. Newtown shall conduct an affirmative marketing campaign to actively recruit Eligible Households.

"Program Income" means gross income received by Newtown directly generated from the use of the grant funds, as defined in 24 § 92.2.

"Project" means the construction of six residential dwelling units, each between approximately 1225-1440 square feet on the Property in accordance with the Development Plan.

"Schedule of Performance" means the schedule of performance further described in Section 2.3.6 below.

"Unit(s)" means the residential units to be constructed on the Property. The Units will only include the residential structures constructed on the Property and not the lot itself or other improvements, which will be subleased to purchasers via a Ground Lease. The land underlying each Unit will be separately platted by Newtown to ensure that each of the Units are capable of being separately conveyed to purchasers and the restrictions set forth herein shall run with each of the separately platted lands

"Term" shall mean the term of this Agreement which shall be ninety- nine (99) years.

ARTICLE II
DEVELOPMENT AND USE

2.1 **Duration of Development Agreement** The term of this Agreement shall commence on the Effective Date and continue through the Period of Affordability, as defined in Section 2.3.1, unless otherwise cancelled as provided in Sections 8.1 through 8.4 and 9.1 of this Agreement.

2.2 **General Cooperation.** The City agrees to use its reasonable best efforts to assist Newtown and its affiliates in the development of the Project, including any assistance with other governmental agencies as appropriate. To further the commitment of City and Newtown to cooperate in the implementation of this Agreement, City shall designate and appoint a representative to act as liaison between the City and its various departments and Newtown shall designate and appoint a representative to act on its behalf under this Agreement. The initial representative for the City **("City Representative")** shall be the City's Housing & Community Development Manager and the initial representative for Newtown **("Newtown Representative")** shall be Stephanie Brewer, or otherwise its Executive Director. Both the City Representative and the Newtown Representative shall be available at reasonable times to discuss and review the performance of the City and Newtown under this Agreement and the development of the Property. A party may change its Representative at any time by giving notice to the other party as provided in Section 9.1.

2.3 **Development of the Project and Restrictions on Use.** In consideration of this Agreement, Newtown shall use the Property solely to construct six residential units as follows:

2.3.1 **Land Use Restriction Agreement**. Contemporaneous with this Agreement, Newtown shall execute the Land Use Restriction Agreement, attached hereto as **Exhibit B** (the "LURA") encumbering the Property with covenants restricting ownership of the Affordable Housing Units or Low Income Units (whether resulting from the initial sale or any subsequent resale) to Eligible Households for a period not less than ninety-nine years from the date of the Completion Certificate to be issued by the City upon final completion of the Project (the "Affordability Period.") The LURA shall be recorded on the Property as soon as feasible after the Property is conveyed to Newtown and before any development on the Property commences. The restrictions on use and alienability set forth in the LURA shall be incorporated into any Ground Lease.

2.3.2 **Affordability Restrictions**. Newtown shall ensure that the three Low-Income Units will

be sold only to Eligible Households, with a Preference for Avondale residents, having incomes of no more than 80% AMI; with the remaining three Units to be sold to the same, except having incomes of no more than 120% AMI. The sales price for any Unit shall be calculated so that monthly housing expenses (including principal, interest, property taxes, and home insurance) does not exceed 35% of the buyer's gross monthly household income, unless there are documented compensating factors. In addition, the housing will have a purchase price for the type a single unit of single-family housing that does not exceed 95% of the median purchase price for the area as described in 24 C.F.R. § 92.254 (a)(2).

In allocating the funding sources provided by the City, Newtown shall ensure that any CHDO funds are expended in the construction of the Low-Income Housing in accordance with the affordability limits of 24 C.F.R. Part 92.

2.3.3 **Transfer Restrictions.**

2.3.3.1 Transfers of Eligible Households: Each Homeowner, Newtown, or the City may transfer their interest in the Improvements or underlying real property to another Eligible Household, or Newtown or the City. All such transfers shall be subject to the City's review and right of second refusal, as set forth herein. Any purported transfer done without following the procedures set forth below, except in the case of a transfer to a Permitted Newtown Mortgagee in lieu of foreclosure, shall be null and void.

2.3.3.2 Transfer to Heirs of Eligible Households: Upon receipt of notice from the executor of the decedent's estate given within ninety (90) days of the death of the owner of the Improvements (or the last surviving co- owner of the Improvements) Newtown shall, unless for good cause shown, consent to a transfer of the Improvements and an assumption of the Ground Lease to and by one or more of the possible heirs of Lessee listed below as "a," "b," or "c," provided that a Letter of Stipulation, setting forth the heirs' review, understanding and acceptance of the terms of the Ground Lease, are submitted to Lessor to be attached to the Ground Lease when it is transferred to the heirs:

a) the spouse of the Lessee; or

b) the child or children of the Lessee; or

c) member(s) of the Lessee's household who have resided upon the Premises with Lessee for at least one year immediately prior to Lessee's death.

2.3.3.3 Any other heirs, legatees or devisees of the owner of the Improvements must demonstrate to Newtown's reasonable satisfaction that they are an Eligible Household as defined above, or, if unable to do so, shall not be entitled to possession of the Improvements but must transfer the Improvements to an Eligible Household, Newtown, or the City.

2.3.3.4 Homeowner Intent to Sell: In the event that a Homeowner wishes to assign their interest in the Ground Lease and sell the Improvements, the Homeowner shall notify Newtown, in writing, of such wish (the Intent-to-Sell Notice). Such Notice shall include a statement as to whether the Homeowner has identified a prospective buyer as of the date of the Notice.

2.3.3.5 Appraisal: As soon as possible after receipt of Homeowner's Intent to Sell Notice by Newtown, a leasehold appraisal of the Ground Lease and the Improvements shall be performed by mutually acceptable and duly licensed appraiser (the "Appraisal"). Newtown shall commission and pay the cost of such Appraisal. Copies of the Appraisal are to be provided to both Newtown and the Homeowner.

2.3.3.6 Homeowner's Right to Designate a Buyer: Homeowner may, no later than ten days following receipt of the Appraisal, notify Newtown in writing that the Homeowner has identified a prospective buyer. If the Homeowner has thus identified a prospective buyer, then, within thirty (30) days of receipt of the Appraisal, the Homeowner shall furnish to Newtown, or cause to be furnished to Newtown, the following documents: (1) the tax return of the prospective buyer for the immediately preceding year; (2) a current verification of the prospective buyer's employment; (3) pay stubs of the prospective buyer for the three months immediately preceding the month in which these documents are submitted to Newtown; and (4) a statement of the price and other proposed terms of sale.

No sale or other disposition shall be effective unless and until Newtown, within thirty (30) days of receipt of all of the documents listed in the section above, confirms in writing that the prospective buyer is an Eligible Household who understands and accepts the terms of the Ground Lease and that the price and other terms of sale are consistent with the terms of the Ground Lease. If Newtown determines that the proposed buyer or proposed sale are not permitted under the terms of the Ground Lease, then Newtown shall respond with written notice to the Homeowner of this determination.

Upon receipt of Newtown's approval as described above, the Homeowner may proceed to sell the Improvements to, and obtain a new lease from the prospective buyer. Homeowner shall complete such sale and assignment within sixty (60) days of receipt of approval of the proposed sale.

2.3.3.7 Newtown And City Purchase Options and Agreement to Cooperate: Upon receipt of an Intent to Sell Notice from the Homeowner, Newtown shall have the option to purchase said Improvements (the "Purchase Option") at the Purchase Option Price calculated as set forth below, unless the Homebuyer has identified a prospective buyer and is proceeding to seek approval of and to sell to such buyer in accordance with the provisions of Section 2.3.3.6 above. If Newtown refuses to exercise its right of first refusal in the Improvements, the City may exercise a right of second refusal to purchase to Improvements at the Purchase Option Price and assume the Ground Lease.

The Purchase Options are designed to further the purpose of preserving the affordability of the Improvements for succeeding Eligible Households while taking fair account of the investment of labor and capital by the incumbent Homeowner. Newtown, the City, and the Homeowner agree to cooperate in furthering such purposes by facilitating the sale of the Improvements to an Eligible Household. Such purposes are understood to be accomplished, without Newtown or the City having otherwise exercised the Purchase Option, if the Improvements are sold, in accordance with Section 2.3.3.6 above, to an Eligible Household identified by the Homeowner. Newtown and the City shall not exercise the purchase option directly during such time as the Homeowner is proceeding to sell to a prospective buyer in accordance with Section 2.3.3.6.

2.3.3.8: Exercise of Newtown and the City's Purchase Option: Newtown may elect to exercise its Purchase Option within a sixty (60) day period beginning ten (10) days after Homeowner's receipt of the Appraisal unless Homeowner has, by such time, given notice identifying a prospective buyer. If Homeowner has identified a prospective buyer but for any reason the sale to such prospective buyer cannot be completed, then Newtown, and subsequently the City, may elect to exercise their Purchase Options within a sixty (60) day period beginning at such time as it is established that sale to such prospective buyer cannot be completed. In either

case, Newtown shall notify the Homeowner in writing of its, or the City's, election to exercise the Purchase Option within the applicable sixty-day period.

2.3.3.9 If Newtown or the City gives notice of election to exercise the Purchase Option, Newtown or the City, as applicable, shall then complete the purchase of the Improvements within sixty (60) days of the date on which it gives such notice. If Newtown or the City either fails to give such notice within the time permitted or fails to complete the purchase within the time permitted, the Purchase Option shall expire.

2.3.3.10 Exercise of the Purchase Option may be accomplished by Newtown's, or subsequently the City's, assignment of the Option to an Income-Qualified Person who then completes the purchase of the Improvements within the required period. The time permitted for the exercise of the Purchase Option may be extended by mutual agreement of Newtown and the Homeowner.

2.3.3.11 <u>If Purchase Option Expires</u>: If the Purchase Option has expired, the Homeowner may sell the Improvements and assign the Ground Lease to any Eligible Household, for not more than the then applicable Purchase Option Price.

2.3.3.12 <u>Newtown's Power of Attorney to Conduct Sale</u>: If neither the City nor Newtown exercises their option to purchase as set forth above, and Homeowner (a) is not then residing in the Improvements and (b) continues to hold the Improvements out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one (1) year of the giving of the Intent to Sell Notice, the Homeowner, as security for the performance of the acts of Homeowner set forth in the Ground Lease, does hereby appoint Newtown as its attorney in fact, coupled with an interest to seek a buyer, negotiate a reasonable price that furthers the goals set forth in this Agreement, sell the Improvements, and distribute proceeds of sale, minus Newtown's costs of sale and reletting and any other sums owed to Newtown by the Homeowner. This power of attorney is not affected by the subsequent disability or incapacity of the principal or lapse of time.

2.3.3.13 <u>Purchase Option Price</u>: The Purchase Option Price shall be the lesser of (a) the value of the real property subject to the Ground Lease and the Improvements as determined by the Appraisal commissioned and conducted as provided 2.3.3.5 above or (b) the price calculated in accordance with the formula described below (the "Formula Price").

2.3.3.14 <u>Calculation of The Formula Price</u>: The Formula Price shall be equal to the Homeowner's initial purchase price, plus 25% of the increase in the leasehold value, if any, calculated in the way described as follows:

a) Newtown shall determine the appraised value of the real property subject to a particular Ground Lease at the time of Homeowner's purchase of the Improvements and Homeowner's sale of the Improvements. The increase in lease value shall be determined by subtracting the appraised value of the real property at Homeowner's purchase, from the appraised value of the real property at the time of Homeowner's sale. The Homeowner shall be entitled to 25% of the increase in lease value, in addition to Homeowner's initial purchase price. If the lease value has decreased from Homeowner's time of purchase, the Homeowner shall only be entitled to their initial purchase price and shall not be required to pay the negative difference resulting from the decrease in value of the Ground Lease.

2.3.4 **Removal of Property from the CLT.** No portion of the Property may be removed from

the CLT without the mutual consent of the City of Avondale City Council and the Board of Directors for Newtown.

2.3.5 **Program Income**. If there is program income from the Project (the "Program Income"), as defined in 24 C.F.R. 92.2, shall be utilized as follows:

2.3.5.1 10% of any Program Income shall be remitted to the City.

2.3.5.2 The remaining 90% of Program Income shall be used by Newtown to purchase additional residential property in the City of Avondale for addition to the CLT, except that a portion of the remaining 90% shall be used to purchase one foreclosed property in the City of Avondale that shall be incorporated into the CLT and sold to an otherwise Eligible Household with income of no more than 50% AMI. All such purchases shall be subject to a 99-year period of affordability with similar restrictions to those herein, beginning at first conveyance to an Eligible Household. Approval of both Newtown and the City shall be required before removing any additional properties purchased with Program Income from the CLT.

2.3.6 **Schedule of Performance.** The planning and development of the Property shall be achieved pursuant to the Schedule of Performance attached hereto as **Exhibit C.** Newtown and City agree to use their best efforts to ensure that development of the Property occurs in accordance with the Schedule of Performance.

2.4 Approvals. The City hereby agrees that, in connection with all approval requests relating to the construction of any Improvements that only customary plan or review requirements will be imposed on Newtown, consistent with City's normal process, and that no extraordinary plan or review requirements will be imposed.

2.5 Development Plan. Newtown shall at its sole cost and expense, submit a Development Plan for City approval pursuant to the Schedule of Performance and develop the Property in general conformance with the Development Plan. Development of the Property shall be consistent with and governed by the provisions, requirements, and restrictions of the applicable zoning and land use laws and ordinances, including any PAD approved for all or any portion of the Property. The Development Plan will set forth the current plan for development of the Property and reflect Newtown's general intent regarding development of the Property. City reserves the right to review and approve, which approval shall not be unreasonably withheld, any changes to the Development Plan, as well as the specific locations and design features of the buildings and structures to be constructed on the Property, separate and apart from any review or approval required as part of any re-zoning or other land use modifications or approvals Newtown may request.

2.6 Infrastructure Improvements and Site Preparation: Newtown shall, at its own cost, design, fund, and obtain all permits necessary to construct additional infrastructure to the Property.

2.7 Monitoring of Sales Transactions. During the term of this Agreement, staff from City's Neighborhood and Family Services Department (or the designated successor(s) thereof) shall monitor all sales transactions for compliance with income eligibility and programmatic requirements. Prior to consummation of any sale of the Improvements, Newtown shall provide City with information regarding buyer's income for verification of compliance with this Agreement.

ARTICLE III
CONVEYANCE

3.1 **Survey.** Newtown may, at its expense, order an ALTA survey on the Property (the "Survey") within the Feasibility Period (as defined below). Newtown shall have a right to update the Survey of the Property to have the Survey certified to Newtown and the Title Company (as defined below), at Newtown's sole cost and expense. The legal description of the Property shown on the Survey (or as updated) shall be identical to the legal description used for purposes of the Deed (as defined below) and the Commitment (as defined below).

3.2 **Commitment**. Within five (5) days after the Opening Date, Escrow Agent (as defined below) shall deliver to Newtown and the City a current ALTA commitment (the "Commitment") for an extended owner's policy of title insurance, accompanied by a copy of all recorded and other documents affecting the Property (the "Title Report") issued by Escrow Agent on the Property. The Commitment shall be updated by the Escrow Agent as necessary, upon receipt of the completed Survey.

3.3 **Environmental Reports**. The City shall provide Newtown all documentation in the possession of or known to the City from the Arizona Department of Environmental Quality or United States Environmental Protection Agency pertaining to the Property. In addition, Maricopa County, Human Services Division shall be completing environmental review for the Project, in accordance with 24 C.F.R. Part 58, as further set forth in Section 4.1.16 – 4.1.19 below.

Notwithstanding the terms of this Agreement, Newtown may, at its own cost, order any additional Phase I Environmental Site Assessment Report for the Property (a "Phase I Report") within the Feasibility Period. Newtown may, at Newtown's sole cost and expense, update the Phase I Report and conduct or cause to be conducted, in addition to the Phase I Report, an environmental audit, archaeological and other studies of the Property, including a Phase II Environmental Report (collectively, the "Environmental Reports").

3.4 **Feasibility Period**.

3.4.1. Newtown shall have sixty (60) days from the effective date of this Agreement (the "Feasibility Period") to determine the feasibility of Newtown's planned development of the Property. At any time prior to the end of the Feasibility Period, Newtown may, for any reason in its sole and absolute discretion, cancel this Agreement. If Escrow Agent issues a supplemental or amended commitment showing additional exceptions to title (an "Amended Commitment"), Newtown shall have a period of time equal to ten (10) days or such lesser time as may be elected by Newtown in its sole discretion (a "Supplemental Feasibility Period") from the date of receipt of the Amended Commitment and a copy of each document referred to in the Amended Commitment in which to give notice of dissatisfaction as to any additional exceptions. All title matters approved by Newtown are referred to as the "Permitted Exceptions".

3.4.1 Upon a cancellation in accordance with the provisions of this Section, all documents deposited in Escrow by Newtown shall be returned to Newtown, all documents deposited in Escrow by the City shall be returned to the City, and this Agreement shall terminate, whereupon the parties shall have no further liability hereunder (except with respect to those provisions that specifically survive the termination of this Agreement);

3.4.2 Within five (5) days of the Opening Date, the City shall provide to Newtown a copy of all existing reports, studies, surveys and any other information regarding the Property that is in the City's possession or control.

3.5 **Right of Entry and Inspection**. At any time prior to Closing, at Newtown's sole expense, Newtown or its authorized agents may, upon 24 hours prior written notice to the City and upon the City's consent, which shall not be unreasonably withheld, enter upon the Property for any lawful purpose, including making Inspections (as defined below) and erecting signs Newtown deems necessary. Newtown may select qualified professionals to make "Inspections" (including tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property) concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards. Newtown shall order the Inspections within the Feasibility Period. Newtown shall keep the Property free of any liens, and repair any material physical damages to the Property arising from the Inspections. If any Inspections disclose matters unsatisfactory to Newtown, which the City is unable or unwilling to correct at the City's expense, Newtown may cancel this Agreement. All Inspections shall be carried out at Newtown's sole cost and expense and Newtown shall have no right to conduct any Phase II environmental assessment work or any invasive environmental testing at the Property without the City's prior written consent, which shall not be unreasonably withheld. Newtown shall, at no cost to the City, promptly provide the City with copies of any studies, reports, tests or other documents prepared in connection with Newtown's inspection or review. Newtown hereby agrees: (1) to indemnify the City against and hold the City harmless for, from and against any claim, damage (personal or property), liability, cost (including court costs and attorneys' fees), loss or injury arising from any such Inspections; and (2) to restore the Property to its original state after completion of any and all Inspections (the "Inspection Indemnity"). The Inspection Indemnity shall survive any cancellation or termination of this Agreement or the Closing.

3.6 **Deed**. At the Close of Escrow, the City shall convey title to the Property to Newtown by special warranty deed (the "Deed") in substantially the form attached hereto as **Exhibit D**, subject to no defects, exceptions, leases, rights of possession or occupancy, easements, encumbrances, covenants, conditions, restrictions, mining claims or liens, except the Permitted Exceptions and any additional matters accepted in writing by Newtown. Conveyance of the Property shall include conveyance of any and all rights of the City to any rights-of-way adjacent to the Property.

3.7 **Title Policy**. At the Close of Escrow, and as a condition to Newtown's obligations to close this transaction, the City shall provide Newtown with an ALTA extended coverage owner's policy of title insurance issued through Escrow Agent by a title insurance company acceptable to Newtown (the "Title Company"), together with any endorsements reasonably required by Newtown (but always including a comprehensive, contiguity and patent endorsement, if applicable) and specifically insuring over any mechanic's or materialmen's liens on the Property notwithstanding that work may have been performed on the Property, in the full amount of the Purchase Price, effective as of the Close of Escrow, insuring Newtown that fee simple title to the Property is vested in Newtown, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters approved by Newtown as provided in of this Agreement, and to any other matters approved in writing by Newtown. The City shall pay the cost of a standard coverage policy. Newtown shall pay the additional premium for extended coverage and the cost of any other endorsements requested by Newtown other than as required by the City to remove matters objected to.

3.8 **Escrow**. An escrow (the "Escrow") for the transaction from the City to Newtown shall be established with Security Title-Arizona, 2415 E Camelback Road, Ste 200, Phoenix, AZ 85016. This Agreement constitutes escrow instructions to the Escrow Agent and a copy shall be deposited with Escrow Agent for this purpose. Should Escrow Agent require the execution of its standard form printed escrow instructions, the Parties agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's employment, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.9 **Opening and Closing Dates.**

3.9.1 Escrow shall be deemed open on the date (the "Opening Date") when a fully originally executed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall advise both Parties in writing of the Opening Date.

3.9.2 The closing of this transaction and escrow (referred to in this Agreement as the "Closing" or the "Close of Escrow") shall occur on or before ten (10) days after the effective date of the expiration of the Feasibility Period, unless otherwise provided in this Agreement. Closing shall be deemed to occur upon the recording of the Deed with the County Recorder for Maricopa County, Arizona.

3.10 **Escrow Cancellation Charges.** If the Escrow fails to close because of the City's default, the City shall be liable for all customary escrow cancellation charges. If the Escrow fails to close because of Newtown's default, Newtown shall be liable for all customary escrow cancellation charges. If the Escrow fails to close for any other reason (including without limitation, a failure to satisfy contingencies), the City and Newtown shall each be liable for one-half of all customary Escrow cancellation charges.

3.11 **Closing Costs.**

3.11.1 the City agrees to pay the Escrow charges and the entire cost of the ALTA standard coverage owner's policy of title insurance;

3.11.2 Newtown agrees to pay the additional premium for extended coverage title insurance and for any endorsements to the title policy requested by Newtown unless otherwise provided in this Agreement;

3.11.3 The City agrees to pay all real property taxes due on the Property pro-rated to the date of Close of Escrow.

ARTICLE IV
OBLIGATIONS

4.1 **Representations of Newtown.** Newtown represents, warrants, and covenants to City as follows:

4.1.1 Subject to the terms of this Agreement and as a material consideration of City conveying the Property to Newtown, Newtown shall construct the Project and shall operate the Project in accordance with this Agreement. Newtown will ensure compliance with all Project requirements and use all normal and customary practices and procedures for the development of the Project and provide a level of service that is consistent with the level of service for similar programs administered by it in the community.

4.1.2 Maintain records pertaining to this Agreement and the Property for five (5) years in accordance with 24 C.F.R 570 Subpart J.

4.1.3 Comply with the requirements and standards of Office of Management and Budget ("OMB") in accordance with 2 C.F.R § 200 and the HUD implementing regulations in accordance therewith as such maybe amended or revised. Such compliance will be subject to monitoring from time to time by the City or by HUD.

4.1.4 Newtown shall construct the Project in compliance with the Development Plan, including applicable zoning for the Property, the City's design review approval, and the approved site plan and other

City-approved plans or specifications for the Project.

4.1.5 After conveyance of the Property, Newtown shall or shall ensure the payment of all applicable taxes for the Project.

4.1.6 Maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Property, including, but not limited to, the number of moderate income persons (81%-120% of median income); low and moderate income persons (51%-80% of median income), the number of very low income persons (31%-50% of median income) and the number of extremely low income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households.

4.1.7 Provide the City with written reports of its activities quarterly, or as otherwise requested by the City and a final report when this Agreement terminates, setting forth the demographic information stated in Section 4.1.6 (above), as well as the activities, program accomplishments, new program information and current statistics on expenditures and activities. The City and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining performance to Project documents and papers, and the right to examine financial records.

4.1.8 Give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If Newtown observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify City, in writing, and any necessary changes shall be accomplished by appropriate written modification as deemed necessary by City.

4.1.9 Newtown acknowledges that the funds, in part, utilized by City to acquire the Property were received by City pursuant to the Housing and Economic Recovery Act of 2008, Title II of the Cranston-Gonzalez National Affordable Housing Act, and the American Rescue Plan Act of 2021 (the "Acts") and that expenditure of these funds must comply with these Acts and all other pertinent regulations issued by agencies of the federal government. Newtown agrees to comply fully with all federal, state, and local laws and court orders applicable to its operation, whether or not referred to in this Agreement.

4.1.10 Newtown and its subcontractors shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable, including A.R.S. § 23-214(A). Should Newtown perform any work knowing it to be contrary to applicable laws, ordinances, rules building codes and/or regulations, it shall assume full responsibility therefore, and shall bear all costs incurred due to its negligence.

4.1.11 Newtown shall acknowledge the contributions of the City of Avondale in all published literature, brochures, programs, fliers, etc., during the term of the Agreement.

4.1.12 Newtown agrees to comply with Section 319 of Public Law 101-121, (31 U.S.C. § 1352).

4.1.13 Newtown agrees to afford Preference, as defined in Article I, to those Eligible Households who qualify for such Preference.

4.1.14 Newtown shall comply with the requirements of 24 C.F.R 75, also known as Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government

assistance for housing or residents of the community in which the Federal assistance is spent.

4.1.15 Newtown shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to theProject. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as applied to recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.1.16 The County is assuming all responsibilities for environmental review, decision making, and action regarding the Project under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such activities as federal activities in accordance with 24 C.F.R. § 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will also assume the responsibility for the Request for the Release of Funds. Newtown agrees not to commit or incur expenditures for activities until this environmental review process has been completed. Should it be determined that Newtown has incurred expenses in violation of the NEPA requirements, Newtown will be responsible for the full costs for such expenditures and repayment of any related reimbursements.

4.1.17 This Agreement does not constitute a commitment of funds or site approval until satisfactory completion of environmental review and receipt by Maricopa County of an approval of the Request for Release of Funds (RROF) and certification from the HUD under 24 CFR Part 58 with an Authority to Use Grant Funds (AUGF). The provision of any funds to the project is conditioned on Maricopa County's determination to proceed with, modify or cancel the project based on the results of the environmental review.

4.1.18 If remediation is indicated by any Phase I, Phase II or ERR for the Project or any part of the Property, the parties shall determine between them who is responsible for paying for the remediation costs indicated by any Environmental Report. If the parties agree that Newtown shall pay for the costs of any Phase II or for remediating the Property, Newtown shall determine, in its sole and absolute discretion, whether it has sufficient funds in its development budget and/or sufficient time in its construction schedule (given the constraints of this Agreement) to have a Phase II prepared and/or to remediate the Property or whether to terminate this Agreement. Newtown shall promptly notify the City in writing if it has elected to terminate this Agreement due to the need to remediate the Project. Newtown shall have no obligation to construct the Project until any remediation required by Newtown's financing and construction partners has been completed to their financing and construction partners' complete satisfaction. Notwithstanding the foregoing, it is Newtown's responsibility to notify the City of any requests to extend the Project's completion date based upon environmental remediation activities.

4.1.19 If a Section 106 Review is indicated by any Phase I or ERR, then the parties shall determine who is responsible for engaging and overseeing the Section 106 Review and implementing any required findings of adverse effects. If the parties determine that Newtown is responsible for implementing, overseeing, and complying with any Section 106 Review findings of adverse effect, then Newtown shall determine, in its sole and absolute discretion, whether it has either sufficient funds in its development budget and/or sufficient time in its construction schedule (given the constraints of this Agreement) to comply with the Section 106 Review requirements and remediate any findings of adverse effects or whether to terminate this Agreement. Newtown shall promptly notify the City in writing if it has elected to terminate this Agreement pursuant to the terms of this Section. Newtown agrees to notify the City of any requirements to extend the Project's Completion Date based upon Section 106 Review activities.

4.1.20 Affirmative Marketing. Newtown shall adopt and follow affirmative marketing

procedures pursuant to 24 C.F.R. 92.351 to provide information to otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The affirmative marketing procedures and requirements must apply in the context of the preferred eligibility for the project as listed in this Agreement. The affirmative marketing requirements and procedures adopted must include:

a) Methods for informing the public and potential buyers about Federal fair housing laws and Newtown's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations);

b) Requirements and practices that will be adhered to in order to carry out the affirmative marketing procedures (e.g., use of media, Equal Housing Opportunity logotype or slogan, and display of Fair Housing posters);

c) Procedures to be used to solicit applications from persons in the housing market area who are not likely to apply for the housing program without special outreach (e.g., through the use of community organizations, churches, employment centers);

d) Records that will be kept describing actions taken by Newtown to affirmatively market the program and records to assess the results of these actions; and

e) A description to assess the success of the affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

4.2 Representations of City. The City represents, warrants, and covenants to Newtown as follows:

4.2.1 The City owns fee simple title to the Property, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for the Permitted Encumbrances. To the City's actual knowledge, the Property is in compliance with all easements, restrictions and other matters of record affecting title and has received no notices asserting noncompliance.

4.2.2 The City has full right, power and authority to make, execute, deliver and perform its obligations under this Agreement. Subject to the City Council's approval of this Agreement, the City has obtained and received all required and necessary consents and approvals to enter into this Agreement with Newtown. The entry by the City into this Agreement with Newtown and the performance of all of the terms, provisions, and conditions contained herein does not and will not violate or cause a breach of or default under any agreement or obligation to which City is a party or by which it is bound.

4.2.3 The City hereby agrees that, in connection with all approval requests relating to the construction of any Improvements that only customary plan or review requirements, which are to include the use of sustainable practices in the design and/or construction of the Project, will be imposed on Newtown, consistent with City's normal process, and that no extraordinary plan or review requirements will be imposed.

4.2.4 As of the Effective Date of this Agreement, there will be no tenants, lessees or other occupants of the Property having any right or claim to possession or use of the Property or a claimed preference for occupancy in the Property and City agrees to execute any affidavits required by the title company insuring title to this Project.

4.2.5 There are no unpaid special assessments of which City has received notice, or of which City is otherwise aware, for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Property.

4.2.6 City is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Property except as previously disclosed to Newtown.

4.2.7 There is no action, suit, litigation or proceeding pending or, to City's knowledge, threatened against City and/or the Property which could prevent or impair City's obligations hereunder or materially and adversely impact Newtown's rights hereunder.

4.2.8 The person signing this Agreement on behalf of City is duly and validly authorized to do so.

4.2.9 There are no pending condemnation proceedings relating to any portion of the Property, and City has received no notices of the institution or the proposed institution of condemnation proceedings relating to any portion of the Property or of any other proceedings against or any taking of all or any part of the Property.

4.2.10 There is no pending or threatened litigation, governmental proceeding, notice of action required to be taken, judgment or cause of action against or related to the Property, or any portion thereof, or against City or City's agents with respect to the Property or any portion thereof.

4.2.11 Except as may be referenced in any Phase I, Phase II, or ERR (collectively, an "Environmental Report") and to the City's actual knowledge, no part of the Property has been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment, transportation, or disposal of any Hazardous Materials (as defined herein). Except as referenced in any Environmental Report, to the City's actual knowledge, no Hazardous Materials have been installed, used, stored, handled, or located on or beneath the Property, which Hazardous Materials, if found on or beneath the Property, or improperly disposed of off the Property, would subject the owner or occupant of the Property to damages, penalties, liability, or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation, or installation in or in connection with the Property ("Environmental Cleanup Work") in order to comply with any legal requirements applicable to the Hazardous Substances found. No notice from any governmental authorities or any person has been served upon City, its agents or employees, claiming a violation of a legal requirement, or any liability thereunder, pertaining to Hazardous Materials, or requiring or calling attention to the need for Environmental Cleanup Work on or in connection with the Property, except as has been disclosed in writing by City to Developer, and neither City, its agents or employees has any knowledge of any threatened or proposed serving of any such notice of violation or requirement of corrective work. Except as referenced in any Environmental Report, no part of the Property is affected by any "Hazardous Materials Contamination," which for the purposes hereof shall mean (i) the contamination of any improvements, facilities, soils, subsurface strata, groundwater, ambient air, biota, or other elements on or of the Property by Hazardous Materials; or (ii) the contamination of the buildings, facilities, soil subsurface strata, groundwater, ambient air, biota, or other elements on or of any other property as a result of Hazardous Materials emanating from the Property. For purposes of this Agreement, "Hazardous Materials" shall have the meaning ascribed in, and shall include those substances listed in Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and the Clean Air Act, 42 U.S.C. § 7401, et seq. and the regulations promulgated thereunder (as amended from time to time) and includes oil, petroleum distillates or byproducts, waste oil and used oil as those terms are defined in the Clean Air Act, 33 U.S.C. § 1251, et seq. and regulations promulgated thereunder (as amended

from time to time) and the Resource, Conversation and Recovery Act, 42 U.S.C. § 6901 et seq. and regulations promulgated thereunder (as amended from time to time) and the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq. and regulations promulgated thereunder (as amended from time to time), and shall include any (A) groundwater contaminated by such Hazardous Substance(s) and (B) other pollutant or contaminated designated as a Hazardous Substance by Congress or the United Stated Environmental Protection Agency (EPA) or defined by any other federal or Arizona law, ordinance, code, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4.2.12 The City will make the results of any Phase I, Phase II and the ERR immediately available to Newtown. Any Phase I, Phase II or ERR shall be addressed to Newtown, and City agrees to provide such reliance letters to any of Newtown's financing partners as they may require.

4.2.13 The City agrees to acknowledge any payment and performance bonds that will be required to be executed in connection with the construction of the Project.

4.2.14 The funds used by City to acquire and develop the Property were received pursuant to the Acts and expenditure of these funds must comply with the Acts and all pertinent regulations issued by agencies of the federal government. Accordingly, City hereby agrees to comply with all applicable laws, rules and regulations adopted by HUD and applicable to the acceptance and disposition of any funds for the Project.

4.2.15 The City shall provide technical assistance to Newtown in satisfying its obligation to comply with applicable federal guidelines governing the use of federal funds.

4.2.16 The Project is in compliance with both the City of Avondale's and Maricopa HOME Consortium's current Consolidated Plan/Action Plans which have been approved by HUD.

ARTICLE V
FUNDING

5.1 The City shall provide Newtown with up to: $796,326.00 in HOME CHDO funds as set forth in the CHDO Agreement, $1,650,000.00 in ARPA funding; and $407,000.00 in NSP Program Income funding to be used for development of the Project as set forth in the budget attached hereto as **Exhibit E** and incorporated herein by reference. Newtown shall report to the County an additional $192,500.00 in WISH Grant funds to be used as CHDO required matching funds.

a) The Agreement is on a cost reimbursement basis. Newtown shall submit monthly invoices to the City for reimbursement and the City shall reimburse Newtown for approved expenses on a new 0 payments standard.

b) The City shall pay Newtown monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a description of the work performed in sufficient detail to justify payment.

c) Payment by the City is not to be construed as final in the event that the federal government, State, or Maricopa County disallows payment for the activity or any portion thereof. Funds not expended in implementing this Project or upon completion of the Project shall be returned to the City, or remitted to the County, as applicable.

d) The Parties' obligations under this Agreement shall become effective when funds assigned for the purpose of compensating Newtown are available to the City for disbursement. The City shall be the sole authority in determining the availability of funds under this Agreement, and the City shall keep Newtown fully informed as to the availability of funds. 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 City 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 Newtown 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 thirty (30) calendar days in advance.

e) If Newtown does not meet the expenditure or obligation dates, Newtown shall submit to the City, a written plan specifying the actions that will be taken to bring the Project into compliance, including anticipated obligation and expenditure dates. The City shall make the final decisions as to what action to take, including but not limited to granting an extension of time for completion of the work, cancellation of this agreement, recapture of a portion or all funds provided under this Agreement.

5.2 2 C.F.R. Part 200 Compliance. By entering into this Agreement, Newtown 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*.

5.3 Disallowance.

a) The cost principles set forth in 2 C.F.R. Part 200 Subpart E shall be used to determine the allowability of incurred reimbursable costs under this Agreement. Newtown shall follow cost principles as outlined in the Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. Part 200.

b) Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E, shall not be submitted for reimbursement by Newtown and shall not be reimbursed.

5.4 Developer Fee. The Project is presumptively eligible as a use of ARPA funds as it meets the requirements of the HOME Program and is being held to the HOME eligible project cost requirements. Per HUD CPD Notice 15-11 Section VII(d), developers and owners may financially benefit from HOME-assisted projects, including via use of reasonable developer fees. Developer fees "are charged by the developer as part of the project cost to compensate for the risk, time, and effort to build and sell or lease the property." As such, agreed upon developer fees are an eligible project cost, and may be included in a claim for reimbursement. The developer fees will be paid out based upon the amount of work completed or funds expended from the Project.

ARTICLE VI
NON-DISCRIMINATION

6.1 Newtown shall not discriminate against any employee or applicant for employment

because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability or status as a U.S. military veteran.

6.2 Newtown shall take affirmative action in employment to ensure that employees are treated during employment, without regard to their gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran. The scope of non-discrimination shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training.

6.3 Newtown agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination as described in this Agreement.

6.4 Newtown shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability or status as a U.S. military veteran. Newtown shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment of service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

ARTICLE VII
INDEMNIFICATION

7.1 Liability and Indemnification. Newtown shall indemnify, defend, and hold harmless City, City Councilmembers, and the City's respective employees, agents, contractors, licensees or assignees (the "City Indemnified Parties") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments, causes of action, including remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the City Indemnified Parties by reason of any statement, information, certificate or other official representation provided by Newtown pertaining to this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the City Indemnified Parties by reason of any of the foregoing events, then Newtown, upon prompt written notice from the Indemnified Party will, at Newtown's sole cost and expense, resist or defend such claim, action or proceeding, in the City Indemnified Party's name, if necessary, by counsel approved, in writing, by the Indemnified Party, such approval not be unreasonably withheld or delayed.

ARTICLE VIII
DEFAULT; REMEDIES; TERMINATION

8.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement for breach of any of the representations, warranties, or covenants described in Article IV above; such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance, including, without limitation, any failure to comply with the Schedule of Performance and such breach continues for a period of thirty (30) days after written notice thereof given by the non-defaulting party specifying in reasonable detail the nature of such breach.

8.2 Newtown's Remedies. If City is in breach under this Agreement and fails to cure any such breach within the time period required therefore as set forth in Section 8.1 above, then Newtown shall have the

right to terminate this Agreement upon written notice delivered to the City.

8.3 City's Remedies; Right to Foreclose. If Newtown is in breach under this Agreement by failing to develop the Property in accordance with the Schedule of Performance or failing to comply with the sale requirements set forth in herein, and Newtown thereafter fails to cure any such breach within the time period described in Section 8.1 above, then the City shall have the right to terminate this Agreement immediately upon written notice to Newtown and, if it so elects, initiate foreclosure proceedings within one hundred-eighty (180) days after notice of termination.

8.4 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Newtown shall have no further rights to develop the Property.

ARTICLE IX
CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

9.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, including A.R.S. § 38-511, 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.

9.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Newtown, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to Newtown or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE X
GENERAL PROVISIONS

10.1 Notices. All notices, demands and other communications to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given upon personal delivery or three business days after deposit in the United States mail, registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

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 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to Lessee:	Newtown Community Development Corporation 2106 E Apache Blvd, #112 Tempe, AZ 85281 Attn: Stephanie Brewer, Executive Director

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. As used in this Agreement, *"business day"* shall mean a day other than

a Saturday, Sunday or a day observed as a legal holiday by the United States government, the City or the State of Arizona.

10.2 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 forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding 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 Newtown and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Newtown 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 (5) years' experience in mediating or arbitrating disputes relating to residential property development. The cost of any such mediation shall be divided equally between the City and Newtown. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

10.3 Governing Law and Venue. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona

10.4 Successors and Assigns. This Agreement shall run with the Property and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Upon prior written notice to City, Newtown may assign its interest in this Agreement, in whole or in part, to any entity that it controls or is under common control with Newtown. Neither Newtown nor any permitted assignee of Newtown may otherwise assign its interest in this Agreement without prior written consent of City, which consent may be reasonably withheld by City.

10.5 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

10.6 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.

10.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

10.8 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

10.9 Entire Agreement and Conflict. The CHDO Agreement, LURA, and 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 and merged herein. In the event of conflict between the CHDO Agreement, LURA and this Agreement, the documents shall govern in the order listed herein.

10.10 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, within ten (10) days after its approval and execution by the City.

10.11 No Partnership or Joint Venture. Under no circumstances shall the parties hereto be considered partners or joint venturers.

10.12 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

10.13 Performance Deadlines; City Manager's Power to Consent. The City authorizes and empowers the City Manager, or their designee, to consent to any and all requests of the Newtown requiring the consent of the City hereunder without further action of the City Council except for any actions requiring City approval as a matter of law including without limitation, any amendment or modification of this Agreement that is within the initial authority for these Projects granted by the City Council. Without limiting the foregoing, the Parties acknowledge that all aspects of the Projects' development have not been thoroughly addressed in this Agreement, and amendments to this Agreement are anticipated to reflect the Parties' intent concerning the Project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2024, by Ron Corbin, City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Developer"
Newtown Community Development Corporation,
an Arizona non-profit corporation

By: _____

Name: Stephanie Brewer

Title: Executive Director

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on June 7th, 2024, by Stephanie Brewer as Executive Director of Newtown Community Development Corporation, an Arizona non-profit corporation, on behalf of the corporation.

Bryanna Mack
Notary Public

(affix notary seal here)

BRYANNA MACK
Notary Public - Arizona
Maricopa County
Commission # 649131
My Comm. Expires Jun 1, 2027

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION

[Legal Description of Property]

See following page(s).

LEGAL DESCRIPTION OF PROPERTY

305 East Hill Drive:

LEGAL DESCRIPTION

LOT 2, BLOCK 1, HILL TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.

309 East Hill Drive

Lot 4, Block 1, HILL TRACT, according to Book 29 of Maps, Page 45, records of [Maricopa] County, Arizona.

EXHIBIT B
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION

[Land Use Restriction Agreement]

See following page(s).

When recorded, mail to:
Regina Marette
Maricopa County
234 N Central Ave, 3rd Floor
Phoenix, AZ 85004

Declaration of
Land Use Restriction Agreement

THIS DECLARATION OF AFFIRMATIVE LAND USE RESTRICTIVE COVENANT, dated _____ (this "Declaration"), is made by Newtown Community Development Corporation, an Arizona nonprofit corporation, ("Newtown"), for the benefit of the City of Avondale (the "City"), an Arizona municipal corporation, and is intended to affect and apply to that certain real property as set forth in the legal description in Exhibit A hereto, located at 305 East Hill Drive and 309 East Hill Drive in Avondale, Arizona (the "Property") as follows:

RECITALS:

A. The City purchased the Property using Neighborhood Stabilization Program ("NSP") funds issued to the City by the United States Department of Housing and Urban Development ("HUD") pursuant to the Housing and Economic Recovery Act of 2008, as amended.

B. The Property is developed using Home Investment Partnership Program ("HOME") funds from the Maricopa County HOME Consortium pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, and set aside funds for sole use by certified Community Housing Development Organizations ("CHDO") pursuant to 24 C.F.R Part 92, Subpart G.

C. The Property is developed using Coronavirus State and Local Fiscal Recovery Funds pursuant to the American Rescue Plan Act of 2021 ("ARPA").

D. The City conveyed the Property to Newtown pursuant to that certain Disposition and Development Agreement with the City, dated contemporaneously herewith and incorporated herein by reference (the "Development Agreement").

E. The funding provided by the City to Newtown consists of a portion the federal HOME Investment Partnership Program awarded to the City and were conditioned upon Newtown undertaking to acquire and construct up to six single-family, residential properties to be sold by Newtown to Eligible Households, as defined herein, through the Community Land Trust ("CLT") program, which had been established by Newtown, as a mechanism for encouraging homeownership. A "sale through the CLT program" involves the sale of only the residential improvements on the Property, coupled with a long-term lease of the land component of the Property.

F. The use of NSP, HOME, and ARPA funds are intended to promote affordable housing, subject to the restrictions of the NSP, HOME, and ARPA requirements, in addition to any restrictions set forth herein.

G. All capitalized terms not otherwise defined in this Agreement shall have the same meanings as set forth in the Development and Disposition Agreement, executed and recorded contemporaneously herewith.

AGREEMENT:

NOW, THEREFORE, in consideration of the conveyance of the Property by the City and of NSP, HOME, and ARPA funding, Newtown does hereby grant to the City the following restrictions against the Property:

1. Use of Property. Newtown covenants that for the term of that certain Disposition and Development Agreement, which is 99 years, that the Property shall only be used to construct and maintain six, owner-occupied, single-family residences subject to the terms and conditions of the Disposition and Development Agreement.

2. Affordability Restriction. Newtown shall ensure that three units will be sold only to Eligible Households, as defined in the Disposition and Development Agreement, having incomes of no more than 80% Area Median Income, as set forth by HUD annually (AMI), with the remaining three units to be sold to the same, except having incomes of no more than 120% AMI.

3. Utilization of the CLT Model. To ensure long-term affordability, all residential Units shall be sold through Newtown's CLT and all purchasers of a Unit shall enter into a Ground Lease with Newtown. Each Ground Lease shall refer to this LURA and incorporate its restrictions in substantially similar form therein.

4. Transfer Restrictions. The Units constructed on the Property may only be transferred to another Eligible Household, Newtown, or the City, unless otherwise consented to by Newtown and the City. All transactions shall be monitored for compliance by the City. In the event of transfer of a Unit, Newtown shall have the right of first refusal, with the City having right of second refusal, prior to subsequent sale to another Eligible Household.

5. Shared Equity. Newtown shall ensure that any subsequent sale or transfer of a Unit on the Property shall be subject to a retention of a portion of the sale price by Newtown to share equity with subsequent purchasers, as set forth in the Disposition and Development Agreement.

6. CLT Exclusion. No portion of the Property may be removed from the CLT without the mutual consent of the City Council for the City of Avondale and the Board of Directors for Newtown, or their successors in interest.

7. Residency Preference. To the extent permitted by law, when selecting applicants, Newtown shall grant a residency Preference to Avondale residents, as set forth in the Development and Disposition Agreement.

8. Other Provisions. The Property shall remain subject to any and all restrictions listed in this LURA and the Disposition and Development Agreement, even if not expressly mentioned herein. In the event of conflict between the Disposition and Development Agreement, this LURA, and any applicable polices or bylaws of Newtown, the documents shall govern in the order listed herein

9. Compliance. Whether or not the affordability requirements set out in Section 2 above have been or are being met during the Affordability Period shall be determined by reference to the affordability requirements of the Disposition and Development Agreement, and if not contemplated by the Disposition and Development Agreement, 24 C.F.R. Part 92.

10. Application to the Land Only. This Declaration, and the covenants and agreements contained herein, apply solely to the land that comprises the Property and not to the residential improvements on the Property, which are conveyed to a Homebuyer as part of the sale through the CLT program.

11. Covenant Running with the Land. This LURA and agreements contained herein, shall run with the land component of the Property, but not the residential improvements on the Property, and shall be binding upon Newtown, its successors, heirs and assigns, and shall inure to the benefit of City, its successors and assigns.

12. Amendments. Except as stated in Section 13 below, this Declaration shall not be amended, modified, or terminated without the express written consent of both Newtown and the City.

13. Termination. This Declaration, and covenants and agreements contained herein, shall automatically terminate at the end of the Affordability Period.

14. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Declaration shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has caused its names to be signed this _____ day of _, 2024.

NEWTOWN COMMUNITY DEVELOPMENT CORPORATION, an Arizona nonprofit corporation

By: _____

Its: Executive Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 7 day of June, 2024, before me, the undersigned, a Notary Public, personally appeared Stephanie Brewer, who acknowledged themself to be the Executive Director of Newtown Community Development Corporation, an Arizona nonprofit corporation, and that he/she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the nonprofit corporation by himself/herself as such officer.

Bryanna Mack
Notary Public

My Commission Expires:
June 1, 2027

BRYANNA MACK
Notary Public - Arizona
Maricopa County
Commission # 649131
My Comm. Expires Jun 1, 2027

EXHIBIT A
TO
DECLARATION OF LAND USE RESTRICTIONS

LEGAL DESCRIPTION OF PROPERTY

305 East Hill Drive:

LEGAL DESCRIPTION

LOT 2, BLOCK 1, HILL TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.

309 East Hill Drive

Lot 4, Block 1, HILL TRACT, according to Book 29 of Maps, Page 45, records of [Maricopa] County, Arizona.

EXHIBIT C
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION

[Schedule of Performance]

MILESTONES: Tasks to be Performed	COMPLETION DATE
Application/market study	02/2024
Execute third party agreement with County and City of Avondale for HOME CHDO funds	02/2024
Environmental Review approval	07/30/2024
Submit complete application for construction permits	08/31/2024
RFP for construction activities	10/31/2024
Homeownership counseling/buyer preparation	10/31/2025
Construction of project	11/30/2024
Sale of Unit (Pre-sale and during construction)	12/31/2025
Homebuyer financing secured	10/31/2025
Certificate of Occupancy	11/30/2025
Final Close-out /Project Completion Form	12/31/2025

EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION

[Special Warranty Deed]

See following pages.

When recorded return to:
City of Avondale
Office of the City Clerk
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: Marcello Carillo

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, **THE CITY OF AVONDALE**, an Arizona municipal corporation, the Seller, does hereby convey to **NEWTOWN COMMUNITY DEVELOPMENT CORPORATION, INC,** an Arizona non-profit corporation, the Buyer, the following described property situated in the County of Maricopa, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

Subject to:

1) that certain Disposition and Development Agreement between the City of Avondale and Newtown Development Corporation, dated _____, as amended;

2) that certain Land Use Restriction Agreement executed by Newtown in favor of the City of Avondale, dated _____ and recorded contemporaneously with this Special Warranty Deed; and,

3) any additional matters set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

And the Seller hereby binds itself and its successors to warrant and defend the title, as against all acts of the Seller herein and no other, subject to the matters above set forth.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

DATED: _____, 202__.

CITY OF AVONDALE, an Arizona
Municipal Corporation

By: _____
Ron Corbin, City Manager

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____202___, by Ron Corbin, the City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the corporation.

(Seal and Expiration Date)

_____
Notary Public

EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

305 East Hill Drive:

LEGAL DESCRIPTION

LOT 2, BLOCK 1, HILL TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.

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EXHIBIT E
TO DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION

[Scope of Work and Budget]

See following pages.

Scope of Work

The project is known as the Legacy Avondale Infill Housing Redevelopment Project-Phase 3. Newtown CDC, acting in the capacity of a developer, will acquire two City owned lots and-construct six (6) detached, single-family homes. The site is in a Qualified Census Track located at 305 and 309 East Hill Drive, Avondale, Arizona 85323.The two lots will be consolidated and re-platted into 6 lots to accommodate the new homes. The land is to be transferred to Newtown from the City. The new homes will be included in Newtown's Community Land Trust Program (CLT) program and remain affordable per the NSP, HOME, and the CLT regulations. Funds will be paid to Newtown only after meeting the commitment requirements as set forth in 24 CFR 92.2 (1) and (2) respectively.

Individuals and families acquiring the newly constructed housing must qualify as low-income, as defined in 24 C.F.R. § 5.609 for 3 of the homes, earning 80% or less than the Area Median Income (AMI) and the remaining 3 homes must be sold to individuals earning 120% or less than the AMI, per the NSP regulations. All homebuyers must maintain the housing as their principal residence throughout the period of affordability, which shall be determined by the resale provisions in 24 §92.254(a)(5(i) of the HOME rule. The rule states that the period of affordability is based on the total amount of HOME and NSP funds invested in the housing. In other words, the total HOME and NSP funds expended for the unit determines the applicable affordability period. Any program income used to assist the project is included when determining the period of affordability under a resale provision.

Because HOME and NSP funds are invested in the same unit, the affordability periods must run concurrently; one deed of trust can be used to specify the terms of each loan.

Homebuyer Eligibility Criteria:

- Complete at least 8 hours of HUD-approved homebuyer counseling
- Cannot be on the title of any residential property
- Head of household must be a permanent legal U.S. resident
- Occupy the home as the primary residence
- Qualify as low-income, as defined above.

Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictions (LURA) will be executed to secure the Period of Affordability and require the housing to be used as the buyer's principal residence, as required by HUD. The LURA will include a due on sale clause to ensure that funds are recaptured if the property is sold during the Affordability Period.

OBJECTIVES AND OUTCOMES: The objective of the project is to create decent, affordable housing. The outcome will be 6 newly constructed homes sold to low-income qualified families.

LOGIC MODEL: PERFORMANCE INDICATORS

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

ACTIVITY BUDGET SUMMARY:

ACTIVITY	Other resources CHDO	NSP Program Income	SLFRF (ARPA)	TOTAL ACTIVITY BUDGET
Soft Costs: Architect and Engineering Fees, P &Z applications, Survey, Permit, Legal Fees, title and recording, insurance, reserves, etc.	0	$107,000	$200,000	$307,000
Construction Hard Costs: including infrastructure grading, drainage, water sewer, sidewalks, lighting and housing development construction costs including foundations, plumbing, flooring, roofing, kitchen, baths, doors, windows, etc.:	$636,326	0	$1,450,000	$2,086,326
Developer Fees	$160,000	0	*	$160,000
Contingency		$300,000	$	$300,000
TOTAL DEVELOPMENT COSTS	**$796,326**	**$407,000**	**$1,650,000**	**$2,853,326**

*Total developer fee to be 12% of construction costs. Balance to be paid from ARPA funds once total construction costs are determined and Budget Adjustment is executed.

Distribution of developer fees:

25% after approval of foundation permit for all six units.

25% at completion vertical construction of all six units.

25% after receipt of certificate of occupancy for all six units.

25% after sale of all six units.

ACTIVITY MATCH:

AMOUNT	FORM OF MATCH	SOURCE
$192,500 from Newtown	Cash to buyer at closing	WISH Funds

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

HOME CHDO Maximum Per-Unit Subsidy Limits

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

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

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

Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County which is **$456,000** as of July 15, 2024.

Please request updated HOME Homeownership Value Limits on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD) or go to HUD's website for the updated version each year.

CITY COUNCIL REPORT

ITEM NUMBER: 4.r.

SUBJECT: Final Plat for Parkside – Phase 2 – Application PL-23-0229

MEETING DATE: 6/17/2024

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-23-0229, a request by Michael Park with Atwell Group, on behalf of Taylor Morrison, for approval of a Final Plat of Parkside - Phase 2 located 600 feet south of the southwest corner of 99th Avenue and Indian School 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:
Parkside – Phase 2 is a 45.183-gross acre site located 600 feet south of the southwest corner of 99th Avenue and Indian School Road. Phase 2 is part of the larger Parkside master development consisting of over 163 acres.

The subject property was rezoned Parkside Village Planned Area Development (PAD), originally approved by City Council on June 16, 2014, via Ordinance 1548-614. A Major Amendment to the PAD was approved by City Council on August 26, 2019, via Ordinance 1699-819. The amendment allows for development of a master planned community consisting of 662 single-family residences including traditional single-family lots and rear-loaded villas. Additionally, the PAD designates a 21.3-acre commercial mixed-use parcel at the property's northeast corner.

Following approval of the PAD Amendment, the future name of the community was modified to remove the word "Village" and became known as Parkside.

On October 4, 2021, City Council approved a final plat for Parkside – Phase 1 that created 456 single-family residential lots and common area tracts.

On June 26, 2023, City Council adopted Resolution 1039-0623 to create a master Maintenance Improvement District (MID) for the Parkside development.

DISCUSSION:
The applicant is requesting approval of a final plat for Parkside – Phase 2. In conformance with the approved Preliminary Plat for Parkside, the proposed final plat subdivides the 45.183-gross acre site into 260 lots consisting of four residential product types on the following lot sizes:

- 111 traditional single-family lots consisting of 4,500 square feet (45' x 100')
- 55 traditional single-family lots consisting of 5,500 square feet (50' x 110')
- 5 traditional single-family consisting of 6,000 square feet (55' x 120')
- 89 villas with private drives (six-pack medium-high density detached)

The final plat also designates common area and open space and dedicates rights-of-way, water, and public utility easements. The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

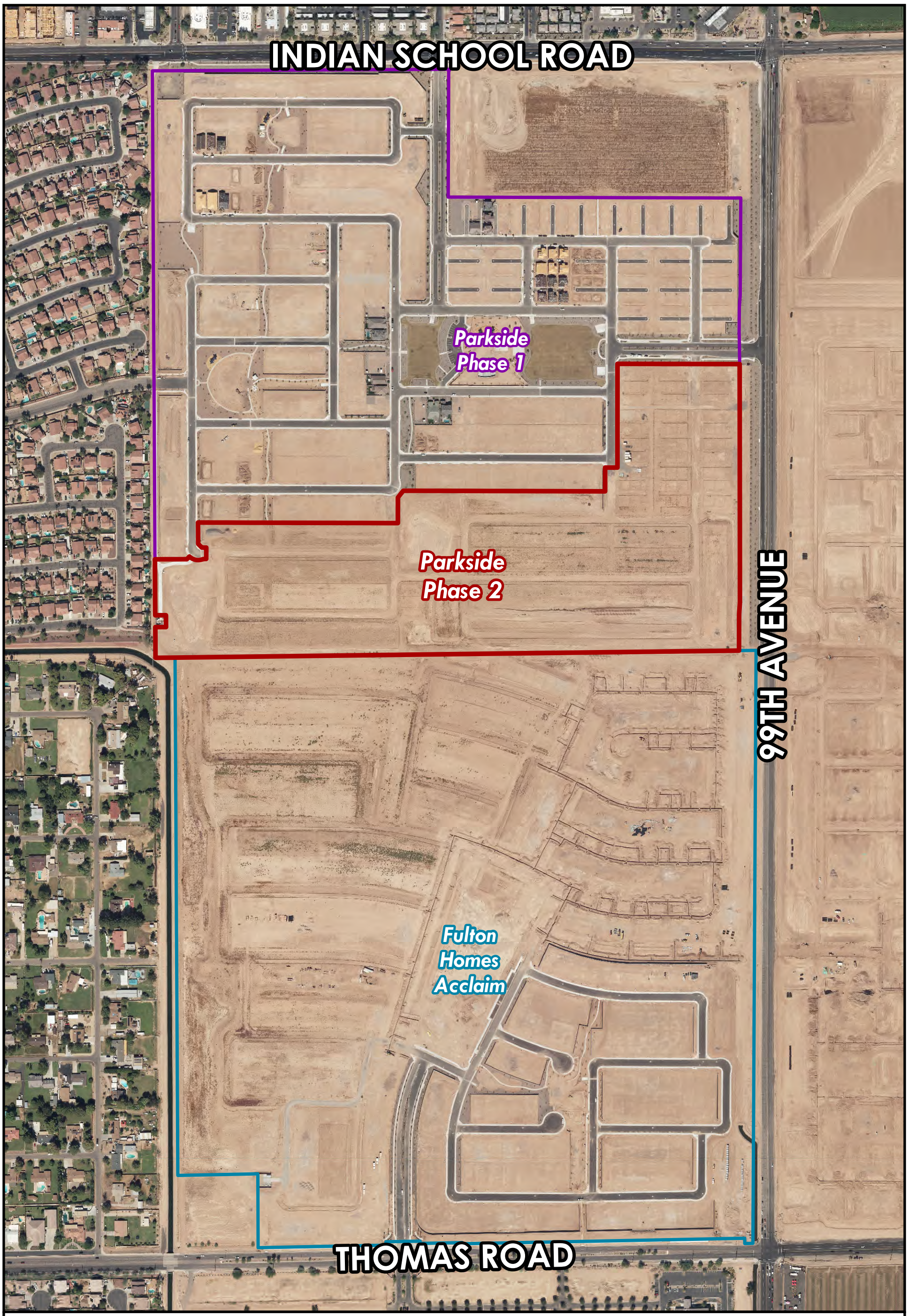
The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated May 16, 2024.

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

RECOMMENDATION:
Staff recommends City Council approve Application PL-23-0229, Final Plat of Parkside – Phase 2, 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, Terry Dorschied*



Vicinity Map

Avondale

Subject Property

Not to Scale

Prepared on 5/21/2024 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\Parkside_Phase2

FINAL PLAT OF

"PARKSIDE - PHASE 2"

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "PARKSIDE - PHASE 2", A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "PARKSIDE - PHASE 2" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN TO EACH RESPECTIVELY ON THIS PLAT, AND THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HEREBY DEDICATE IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THAT THE PUBLIC UTILITY EASEMENTS AND WATERLINE EASEMENT'S SHOWN HEREON ARE DEDICATED TO THE CITY OF AVONDALE.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS JJ, KK, LL, MM, NN, OO, PP, QQ, RR, SS, AA-2, R-2, V-2, W-2 AND Z-2. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

TRACTS DW 28 THROUGH DW 42 ARE HEREBY DESIGNATED AS PRIVATE STREETS WITH AN EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN ACCESS AND EMERGENCY TYPE VEHICLES, DRAINAGE PURPOSES AND ALL UTILITIES.

IN WITNESS WHEREOF: WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS__________ DAY OF ______________ 2024.

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

BY: ________________________________
STEVEN HAHN, VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS ____________DAY OF ____________ 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVEN HAHN, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: ________________________________
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: ______________________

LAND AREA TABLE:

EXISTING ZONING	PAD (PARKSIDE VILLAGE)
TOTAL GROSS AREA	46.137 AC
TOTAL NET AREA	37.646 AC
MINIMUM LOT AREA	2,491 SF
MAXIMUM LOT AREA	6,050 SF
TOTAL NUMBER OF LOTS	(89) VILLAS
	(111) 45'x100'
	(55) 50'x110'
	(5) 55'x120'
	260 TOTAL LOTS
NET DENSITY	7.08 DU/AC
VILLAS PRIVATE DRIVES	0.949 AC
OPEN SPACE AREA	11.467 AC (23.27%)

AREA CALCULATIONS:

TRACTS	499,461 SQ.FT.	11.47 AC
TRACTS-PRIVATE DRIVE	41,325 SQ.FT.	0.95 AC
LOTS = 260	1,099,079 SQ.FT.	25.23 AC
RIGHT OF WAY	369,875 SQ.FT.	8.49 AC
TOTAL	2,009,740 SQ.FT.	46.14 AC

ROADWAY AREAS:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	369,875	8.49
COLLECTOR	0	0
ARTERIAL	0	0

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS N89°40'49"E A DISTANCE OF 2691.83 FEET;

THENCE, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, S00°16'52"E A DISTANCE OF 2223.14 FEET TO THE POINT OF BEGINNING;

THENCE, N89°43'08"E A DISTANCE OF 140.00 FEET;

THENCE, N44°02'39"E A DISTANCE OF 16.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 58.80 FEET, WITH A RADIUS OF 55.00 FEET AND THE RADIAL BEARING OF N44°02'39"E AND A CENTRAL ANGLE OF 61°14'59" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.65 FEET, WITH A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 17°20'29";

THENCE, S89°51'52"E A DISTANCE OF 3.01 FEET;

THENCE, N00°08'08"E A DISTANCE OF 50.00 FEET;

THENCE, N89°51'52"W A DISTANCE OF 19.56 FEET;

THENCE, N45°04'22"W A DISTANCE OF 22.71 FEET;

THENCE, N00°16'52"W A DISTANCE OF 94.00 FEET;

THENCE, S89°51'52"E A DISTANCE OF 878.00 FEET;

THENCE, N00°08'08"E A DISTANCE OF 111.71 FEET;

THENCE, N38°01'04"E A DISTANCE OF 37.98 FEET;

THENCE, S89°51'52"E A DISTANCE OF 886.92 FEET;

THENCE, N00°08'08"E A DISTANCE OF 104.00 FEET;

THENCE, S89°51'52"E A DISTANCE OF 54.00 FEET;

THENCE, N00°08'08"E A DISTANCE OF 453.88 FEET;

THENCE, S89°51'52"E A DISTANCE OF 574.27 FEET;

THENCE, S01°09'28"E A DISTANCE OF 10.00 FEET;

THENCE, S00°08'08"W A DISTANCE OF 1037.73 FEET;

THENCE, S04°08'24"W A DISTANCE OF 50.12 FEET;

THENCE, S00°08'08"W A DISTANCE OF 159.08 FEET;

THENCE, S89°17'05"W A DISTANCE OF 2599.20 FEET;

THENCE, N00°16'52"W A DISTANCE OF 135.44 FEET;

THENCE, EAST A DISTANCE OF 47.00 FEET;

THENCE, N00°16'55"W A DISTANCE OF 52.00 FEET;

THENCE, WEST A DISTANCE OF 47.00 FEET;

THENCE, N00°16'52"W A DISTANCE OF 246.08 FEET TO THE POINT OF BEGINNING.

UTILITY PROVIDERS:

SEWER	CITY OF AVONDALE
WATER	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	COX COMMUNICATIONS

SHEET INDEX:

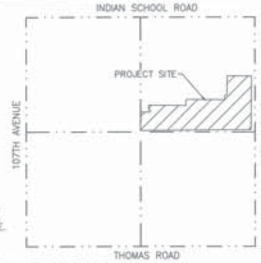
DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
LOT DETAILS	3
PLAT SHEETS	4-8

OWNER/DEVELOPER :

WILLIAM LYON HOMES, INC.,
A CALIFORNIA CORPORATION
4900 N SCOTTSDALE RD, SUITE 2200
SCOTTSDALE, AZ 85251
480-508-7118
CONTACT: MEKIN SANGOI

ENGINEER/SURVEYOR :

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
480-218-8831
CONTACT:
MICHAEL J. PARK P.E.
JAMES G. SPRING P.L.S.



N.T.S.
VICINITY MAP
SECTION 29, T.2N., R.1E.

NOTES :

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PARKSIDE HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. CONSTRUCTION WITHIN ALL UTILITY AND PUBLIC SERVICE 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 THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) WAS APPROVED ON AND RECORDED IN 2023-0425936, MCR.
8. SUBJECT PROPERTY LIES IN ZONE "X" (OTHER AREAS) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04013C2160L, COMMUNITY - MARICOPA COUNTY, NUMBER 040037, PANEL 2160 SUFFIX L, EFFECTIVE DATE OCTOBER 16TH 2013.
9. INTERIOR LOT CORNERS WILL BE PERMANENTLY SET AND A CAP OR TAG AFFIXED WITH LAND SURVEYORS REGISTRATION NUMBER.
10. IF THE REGISTRANT FOR THIS FINAL PLAT IS NOT CONTRACTED TO SET THE INTERIOR PROPERTY CORNERS A RECORD OF SURVEY MUST BE FILED WITH THE MARICOPA COUNTY RECORDERS OFFICE BY THE REGISTRANT THAT SETS THE INTERIOR PROPERTY CORNERS.
11. 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.
12. ALL WATERLINES SERVICES AND SEWER LINES SERVICES THAT ARE LOCATED IN DW-28 TO DW-42 WILL BE MAINTAINED BY THE HOA.

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

BENCHMARK:

BENCHMARK IS A BRASS CAP FLUSH LOCATED AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST

ELEVATION = 1027.36' "GDACS POINT DESIGNATION = 23062-2M, BOOK 699, PAGE 26, RECORDS OF MARICOPA COUNTY".

THE PROJECT BENCHMARK REQUIRES AN EQUATION OF +0.40 TENTHS TO MATCH THE CITY OF AVONDALE VERTICAL DATUM.

BENCHMARK EQUATION=1027.36' + 0.40'= ("1027.76") CITY OF AVONDALE DATUM.

THE ELEVATION OF 1027.36' WAS USED FOR THE DESIGN OF THIS PROJECT AND WILL BE HELD FOR THE CONSTRUCTION OF THIS PROJECT.

BASIS OF BEARING:

BASIS OF BEARING IS ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T.2 NORTH., R.1 EAST. BEING N89°40'49"E WITH A DISTANCE OF 2691.83 FEET.

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _______DAY OF __________ 2024.

____
MAYOR DATE

____
ATTEST: CITY CLERK DATE

____
CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY 2024, THAT THE PLAT IS CORRECT AND ACCURATE, AND THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

James G. Spring 5/6/24
REGISTERED LAND SURVEYOR DATE

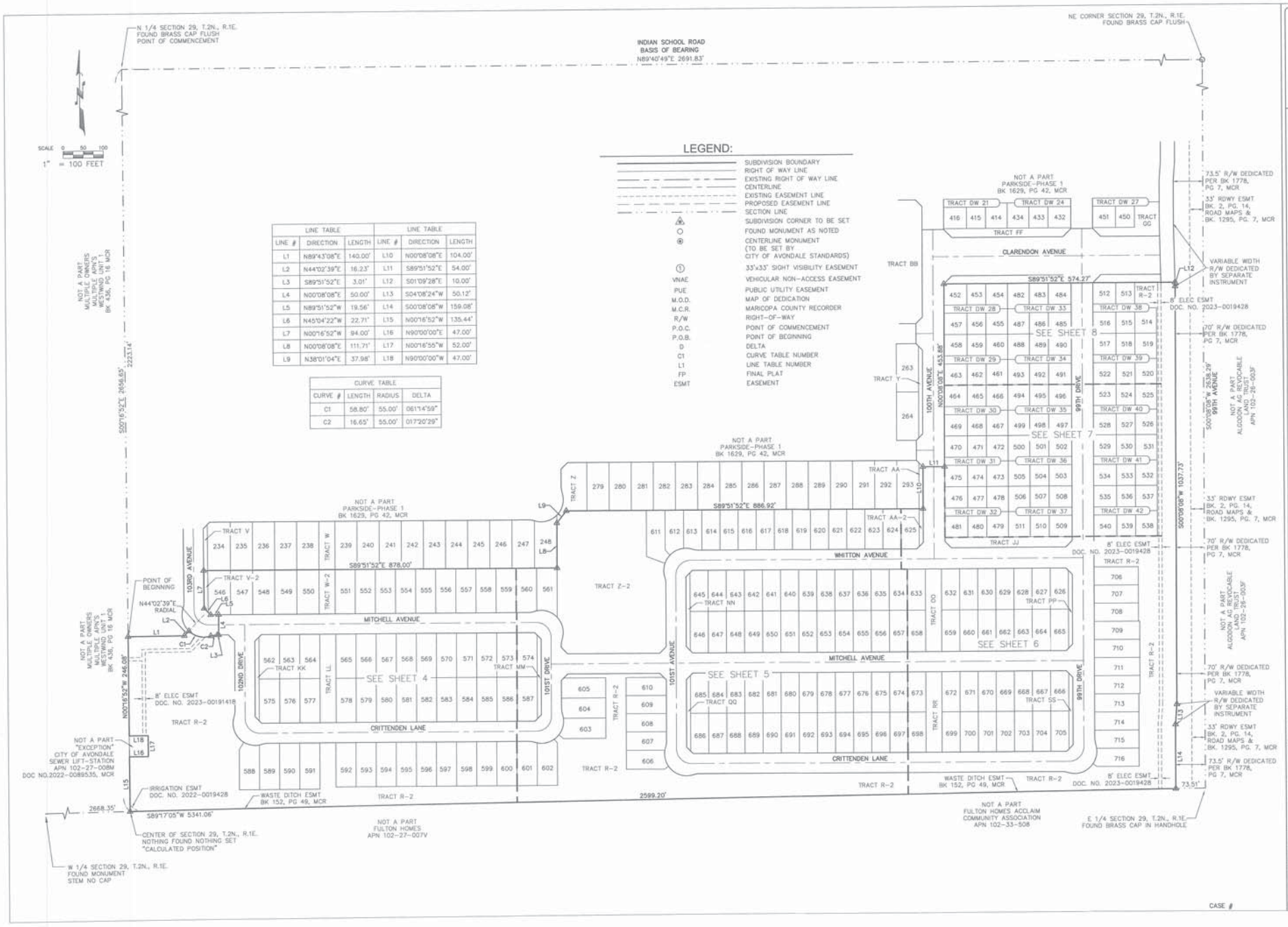
CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION
"PARKSIDE - PHASE 2"
FINAL PLAT

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 22282
JAMES G. SPRING
ARIZONA, U.S.A.

10-01-2021
05-16-2024
SHEET NUMBER
1 OF 8
PROJECT NUMBER
18000694



LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N89°43'08"E	140.00'	L10	N00°08'08"E	104.00'
L2	N44°02'39"E	16.23'	L11	S89°51'52"E	54.00'
L3	S89°51'52"E	3.01'	L12	S01°09'28"E	10.00'
L4	N00°08'08"E	50.00'	L13	S04°08'24"W	50.12'
L5	N89°51'52"W	19.56'	L14	S00°08'08"W	159.08'
L6	N45°04'22"W	22.71'	L15	N00°16'52"W	135.44'
L7	N00°16'52"W	94.00'	L16	N90°00'00"E	47.00'
L8	N00°08'08"E	111.71'	L17	N00°16'55"W	52.00'
L9	N38°01'04"E	37.98'	L18	N90°00'00"W	47.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	58.80'	55.00'	061°14'59"
C2	16.65'	55.00'	017°20'29"

ATWELL
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MESA, AZ 85206
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WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

FINAL PLAT

22282 JAMES O. SPRING
5/16/24

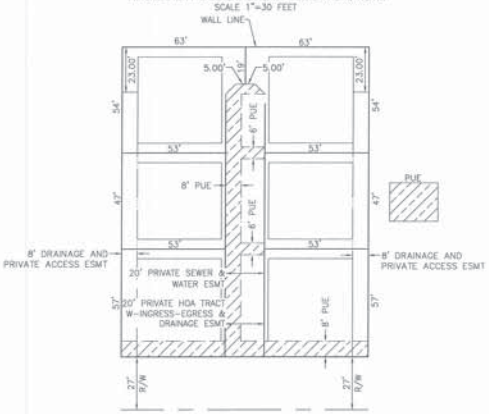
10-01-2021

05-16-2024

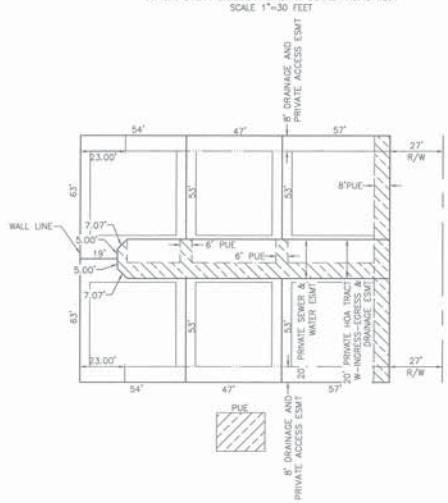
SHEET NUMBER
2 OF 8

PROJECT NUMBER
18000694

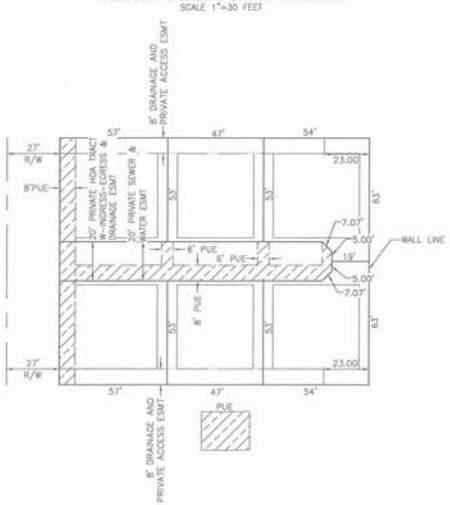
TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING NORTH
SCALE 1"=30 FEET

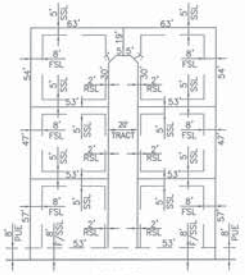


TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING WEST
SCALE 1"=30 FEET

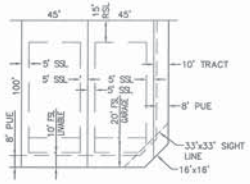


TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING EAST
SCALE 1"=30 FEET

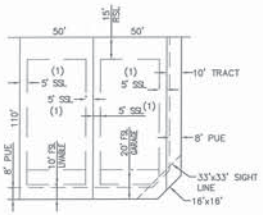




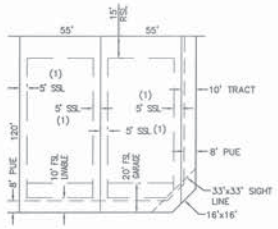
VILLAS
SETBACKS DETAIL
SCALE: NTS



RESIDENTIAL-45
SETBACKS DETAIL
SCALE: NTS



RESIDENTIAL-50
SETBACKS DETAIL
SCALE: NTS
(1) 24' FACE OF SIDE LOADED GARAGE TO LOT LINE



RESIDENTIAL-55
SETBACKS DETAIL
SCALE: NTS
24' FACE OF SIDE LOADED GARAGE TO LOT LINE

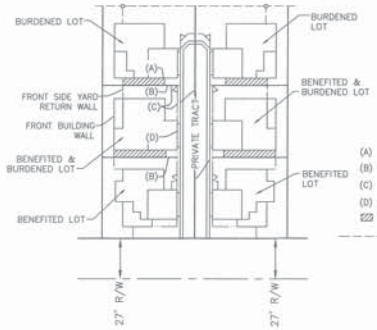
PHASE 2 TRACT TABLE

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT JJ	7,921	0.182	CA, DNG AND PUE
TRACT KK	1,980	0.045	CA AND PUE
TRACT LL	8,800	0.202	CA AND PUE
TRACT MM	1,980	0.045	CA AND PUE
TRACT NN	1,830	0.042	CA AND PUE
TRACT OO	8,200	0.188	CA AND PUE
TRACT PP	1,830	0.042	CA AND PUE
TRACT QQ	1,780	0.041	CA AND PUE
TRACT RR	8,000	0.184	CA AND PUE
TRACT SS	1,780	0.041	CA AND PUE
TRACT AA-2	890	0.021	CA AND PUE
TRACT R-2	360,828	8.283	CA, DNG, SEW, WATER AND PUE
TRACT V-2	990	0.023	CA AND PUE
TRACT W-2	4,400	0.101	CA AND PUE
TRACT Z-2	88,252	2.026	CA, DNG, WATER AND PUE
TOTAL	499,461	11.466	

CA=COMMON AREA
PUE=PUBLIC UTILITY EASEMENT
LA=LOT ACCESS
PKG=PARKING
SEW=SEWER
DNG=DRAINAGE
DW=DIVEWAY
AM=AMENITIES

PHASE 2 TRACT TABLE "VILLAS"

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT DW 28	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 29	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 30	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 31	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 32	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 33	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 34	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 35	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 36	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 37	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 38	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 39	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 40	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 41	2,755	0.0632	CA, PUE, LA AND SEW
TRACT DW 42	2,755	0.0632	CA, PUE, LA AND SEW
TOTAL	41,325	0.9480	



(A) 1ST FLOOR EXTERIOR BUILDING WALL
(B) COMMON PROPERTY LINE
(C) REAR SIDE YARD RETURN WALL
(D) REAR GARAGE WALL
USE AND BENEFIT EASEMENT
WALL

UBE NOTES

1. LOTS ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE BURDENED LOT). THE LENGTH OF THE UBE SHALL RUN BETWEEN RETURN FENCES AS ILLUSTRATED ON THE USE BENEFIT EASEMENT DETAIL ON THIS SHEET.
2. ALLOWED AND PROHIBITED ENCROACHMENTS WITHIN THE UBE:

   ALLOWED TO ENCROACH: LANDSCAPING, UNCOVERED PATIOS, PATHWAYS, DRAINAGE FACILITIES.

   PROHIBITED: HARDSCAPE STRUCTURES, INCLUDING POOLS, SPAS, BARBECUE STRUCTURES, A/C UNITS, AND FENCES, EXCEPT SIDE YARD RETURN WALLS.
3. ADDITIONAL USES, TERMS AND CONDITIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS TO BE RECORDED FOR THE PLAT.

CASE #

ATWELL
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WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

FINAL PLAT

PROFESSIONAL LAND SURVEYOR
22283
JAMES G. SPRINGS
ARIZONA
5/14/24

10-01-2021

05-16-2024

SHEET NUMBER
3 OF 8

PROJECT NUMBER
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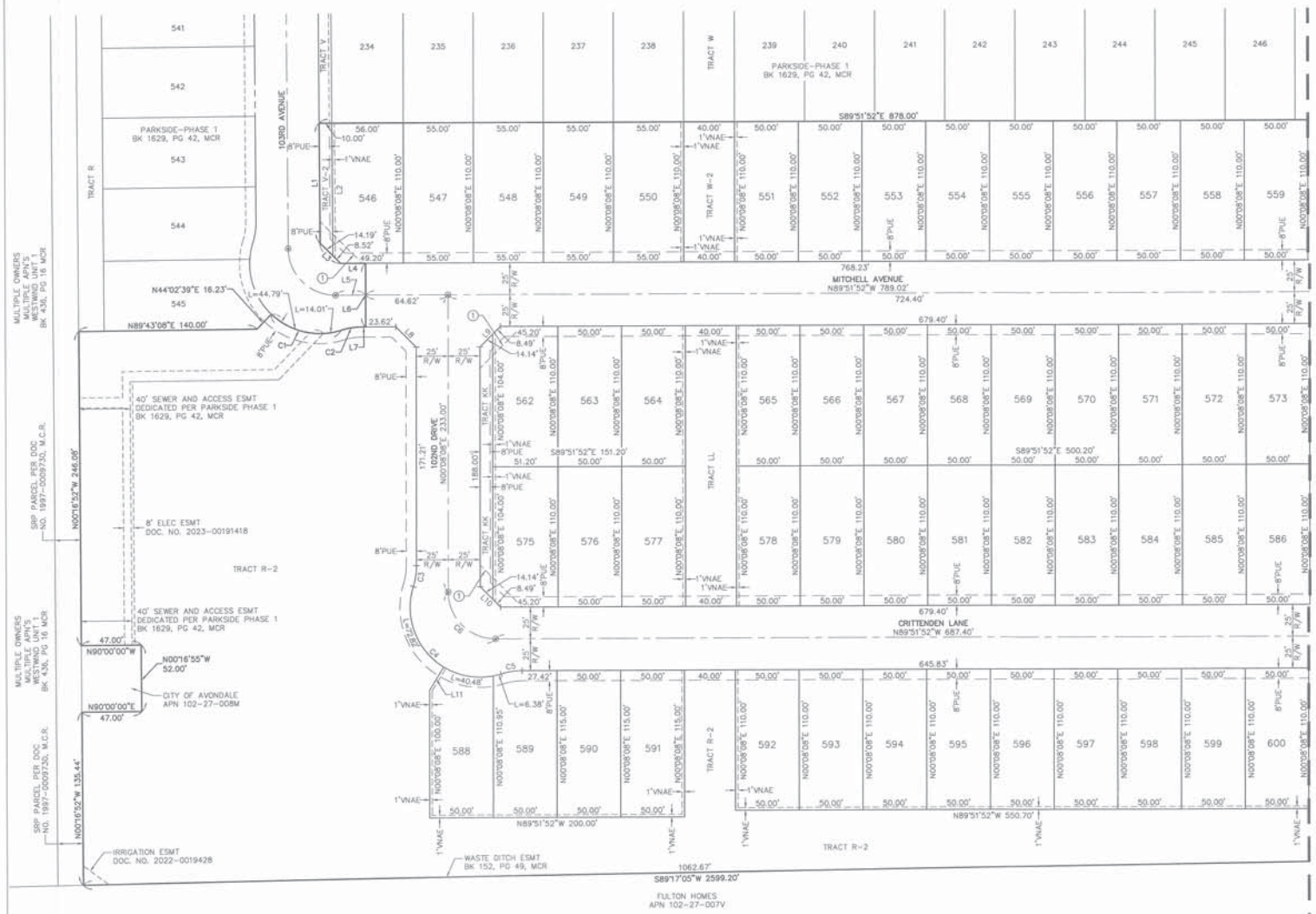


LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
231	4400	0.101	573	5500	0.126
546	6098	0.140	575	5614	0.129
547	6050	0.139	576	5500	0.126
548	6050	0.139	577	5500	0.126
549	6050	0.139	578	5500	0.126
550	6050	0.139	579	5500	0.126
551	5500	0.126	580	5500	0.126
552	5500	0.126	581	5500	0.126
553	5500	0.126	582	5500	0.126
554	5500	0.126	583	5500	0.126
555	5500	0.126	584	5500	0.126
556	5500	0.126	585	5500	0.126
557	5500	0.126	586	5500	0.126
558	5500	0.126	588	5568	0.128
559	5500	0.126	589	5716	0.131
562	5614	0.129	590	5750	0.132
563	5500	0.126	591	5750	0.132
564	5500	0.126	592	5500	0.126
565	5500	0.126	593	5500	0.126
566	5500	0.126	594	5500	0.126
567	5500	0.126	595	5500	0.126
568	5500	0.126	596	5500	0.126
569	5500	0.126	597	5500	0.126
570	5500	0.126	598	5500	0.126
571	5500	0.126	599	5500	0.126
572	5500	0.126	600	5500	0.126

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°16'52"W	94.00'
L2	N00°16'52"W	104.00'
L3	N45°04'22"W	22.71'
L4	N89°51'52"W	19.56'
L5	S89°51'52"E	23.65'
L6	N00°08'08"E	50.00'
L7	S89°51'52"E	3.01'
L8	S44°51'52"E	22.63'
L9	S45°08'08"W	22.63'
L10	S44°51'52"E	22.63'
L11	N31°36'49"E	21.22'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	58.80'	55.00'	061°14'59"
C2	16.65'	55.00'	017°20'29"
C3	16.65'	55.00'	017°20'29"
C4	119.69'	55.00'	124°40'58"
C5	16.65'	55.00'	017°20'29"
C6	58.12'	37.00'	090°00'00"

SCALE 0 20 40
1" = 40 FEET

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 S. McClintock Drive
Suite 200
Tempe, AZ 85282
Tel: 480.376.8831

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

PROJECT NAME
"PARKSIDE - PHASE 2"

PLAT TITLE
FINAL PLAT

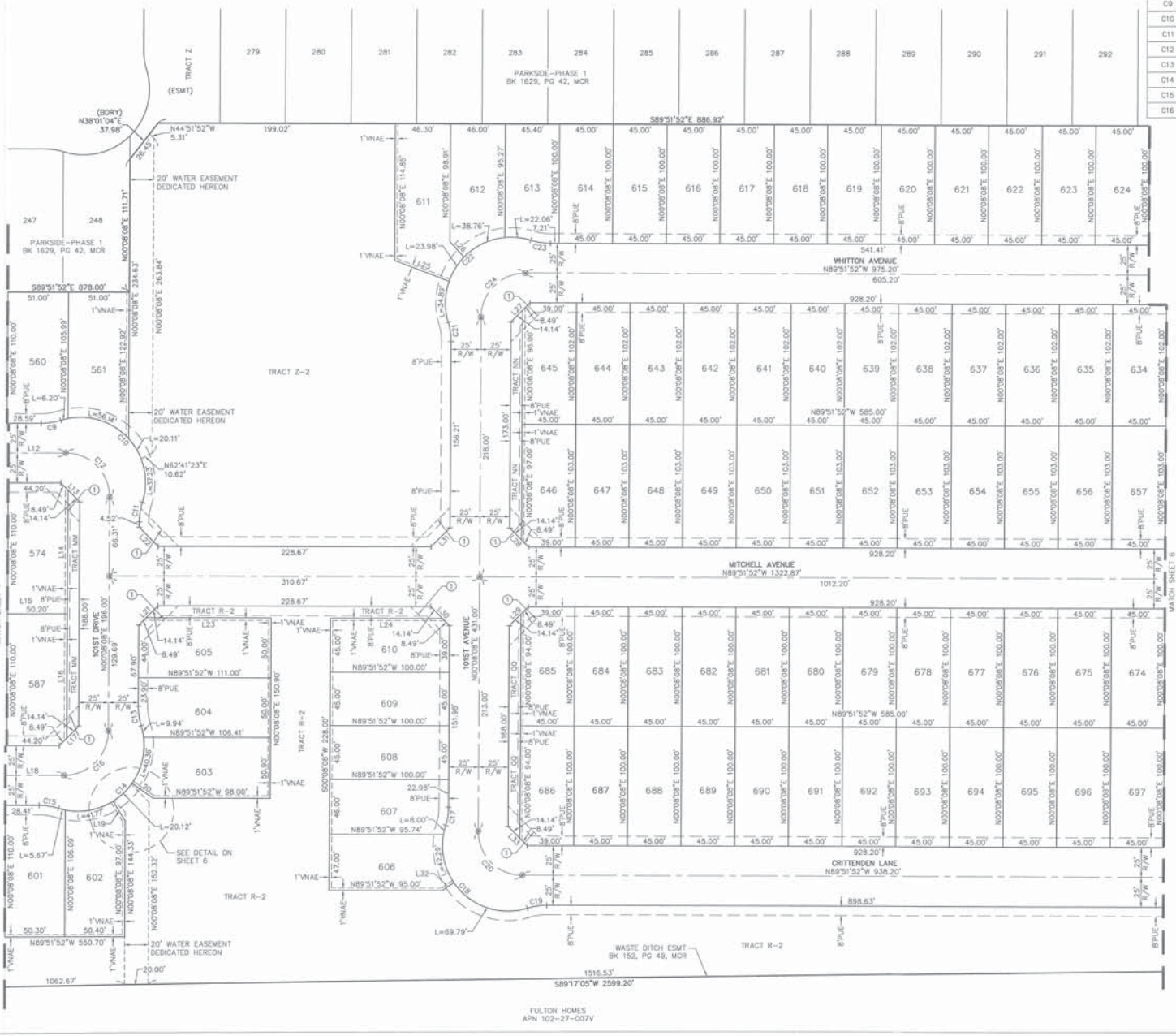
PROFESSIONAL LAND SURVEYOR
22282
JAMES D. SPIRES
ARIZONA

ORIGINAL PLAT DATE
10-01-2021

LATEST REVISION DATE
05-16-2024

SHEET NUMBER
4 OF 8

PROJECT NUMBER
18000694



CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C9	16.65'	55.00'	017°20'29"	C17	15.49'	50.00'	017°45'10"
C10	119.69'	55.00'	124°40'58"	C18	120.08'	55.00'	125°05'39"
C11	16.65'	55.00'	017°20'29"	C19	16.65'	55.00'	017°20'29"
C12	58.12'	37.00'	090°00'00"	C20	58.12'	37.00'	090°00'00"
C13	16.65'	55.00'	017°20'29"	C21	16.65'	55.00'	017°20'29"
C14	119.69'	55.00'	124°40'58"	C22	119.69'	55.00'	124°40'58"
C15	16.65'	55.00'	017°20'29"	C23	16.65'	55.00'	017°20'29"
C16	58.12'	37.00'	090°00'00"	C24	58.12'	37.00'	090°00'00"

LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
560	5577	0.128	644	4590	0.105
561	5563	0.128	645	4572	0.105
574	5504	0.126	646	4617	0.106
587	5504	0.126	647	4635	0.106
601	5502	0.126	648	4635	0.106
602	5377	0.123	649	4635	0.106
603	5510	0.126	650	4635	0.106
604	5501	0.126	651	4635	0.106
605	5532	0.127	652	4635	0.106
606	4598	0.106	653	4635	0.106
607	4561	0.105	654	4635	0.106
608	4500	0.103	655	4635	0.106
609	4500	0.103	656	4635	0.106
610	4482	0.103	657	4635	0.106
611	5891	0.135	674	4500	0.103
612	4698	0.108	675	4500	0.103
613	4432	0.102	676	4500	0.103
614	4500	0.103	677	4500	0.103
615	4500	0.103	678	4500	0.103
616	4500	0.103	679	4500	0.103
617	4500	0.103	680	4500	0.103
618	4500	0.103	681	4500	0.103
619	4500	0.103	682	4500	0.103
620	4500	0.103	683	4500	0.103
621	4500	0.103	684	4500	0.103
622	4500	0.103	685	4482	0.103
623	4500	0.103	686	4482	0.103
624	4500	0.103	687	4500	0.103
634	4590	0.105	688	4500	0.103
635	4590	0.105	689	4500	0.103
636	4590	0.105	690	4500	0.103
637	4590	0.105	691	4500	0.103
638	4590	0.105	692	4500	0.103
639	4590	0.105	693	4500	0.103
640	4590	0.105	694	4500	0.103
641	4590	0.105	695	4500	0.103
642	4590	0.105	696	4500	0.103
643	4590	0.105	697	4500	0.103

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L12	S89°51'52"E	789.02'	L23	N89°51'52"W	105.00'
L13	N44°51'52"W	22.63'	L24	N89°51'52"W	94.00'
L14	N00°08'08"E	104.00'	L25	S69°11'31"E	48.84'
L15	S89°51'52"E	500.20'	L26	S42°23'42"E	17.50'
L16	N00°08'08"E	104.00'	L27	N45°08'08"E	22.63'
L17	N45°08'08"E	22.63'	L28	S44°51'52"E	22.63'
L18	S89°51'52"E	687.40'	L29	N45°08'08"E	22.63'
L19	N31°57'05"W	19.36'	L30	N44°51'52"W	22.63'
L20	N54°48'17"W	21.96'	L31	N45°08'08"E	22.63'
L21	N45°08'08"E	22.63'	L32	N55°29'41"E	11.85'
L22	S44°51'52"E	22.63'	L33	N44°51'52"W	22.63'

SCALE 0 20 40
1" = 40 FEET

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
(480) 218-8833

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

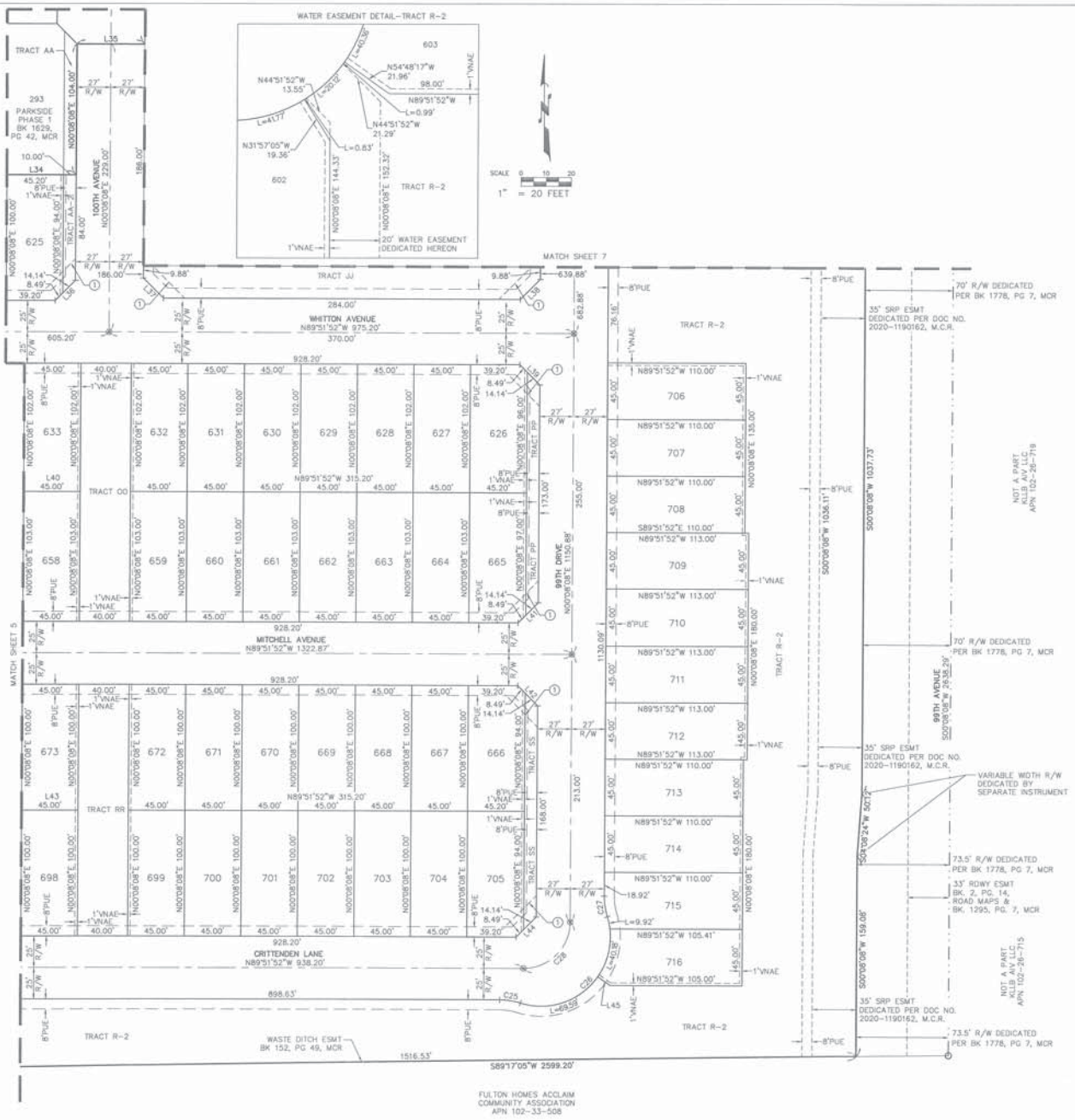
FINAL PLAT

PROFESSIONAL LAND SURVEYOR
22295
JAMES G. SPRING
ARIZONA
10-01-2021

05-16-2024

SHEET NUMBER
5 OF 8

PROJECT NUMBER
18000694



LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
625	4502	0.103	671	4500	0.103
626	4592	0.105	672	4500	0.103
627	4590	0.105	673	4500	0.103
628	4590	0.105	698	4500	0.103
629	4590	0.105	699	4500	0.103
630	4590	0.105	700	4500	0.103
631	4590	0.105	701	4500	0.103
632	4590	0.105	702	4500	0.103
633	4590	0.105	703	4500	0.103
658	4635	0.106	704	4500	0.103
659	4635	0.106	705	4502	0.103
660	4635	0.106	706	4950	0.114
661	4635	0.106	707	4950	0.114
662	4635	0.106	708	4950	0.114
663	4635	0.106	709	5085	0.117
664	4635	0.106	710	5085	0.117
665	4638	0.106	711	5085	0.117
666	4502	0.103	712	5085	0.117
667	4500	0.103	713	4950	0.114
668	4500	0.103	714	4950	0.114
669	4500	0.103	715	4901	0.113
670	4500	0.103	716	4859	0.112

LINE TABLE		
LINE #	DIRECTION	LENGTH
L34	S89°51'52"E	886.92'
L35	S89°51'52"E	54.00'
L36	N45°08'08"E	22.63'
L37	S44°51'52"E	22.63'
L38	N45°08'08"E	22.63'
L39	N44°51'52"W	22.63'
L40	S89°51'52"E	585.00'
L41	N45°08'08"E	22.63'
L42	N44°51'52"W	22.63'
L43	N89°51'52"W	585.00'
L44	N45°08'08"E	22.63'
L45	N55°01'15"W	12.01'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C25	16.65'	55.00'	017°20'29"
C26	119.69'	55.00'	124°40'58"
C27	16.65'	55.00'	017°20'29"
C28	58.12'	37.00'	090°00'00"

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6500

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

FINAL PLAT

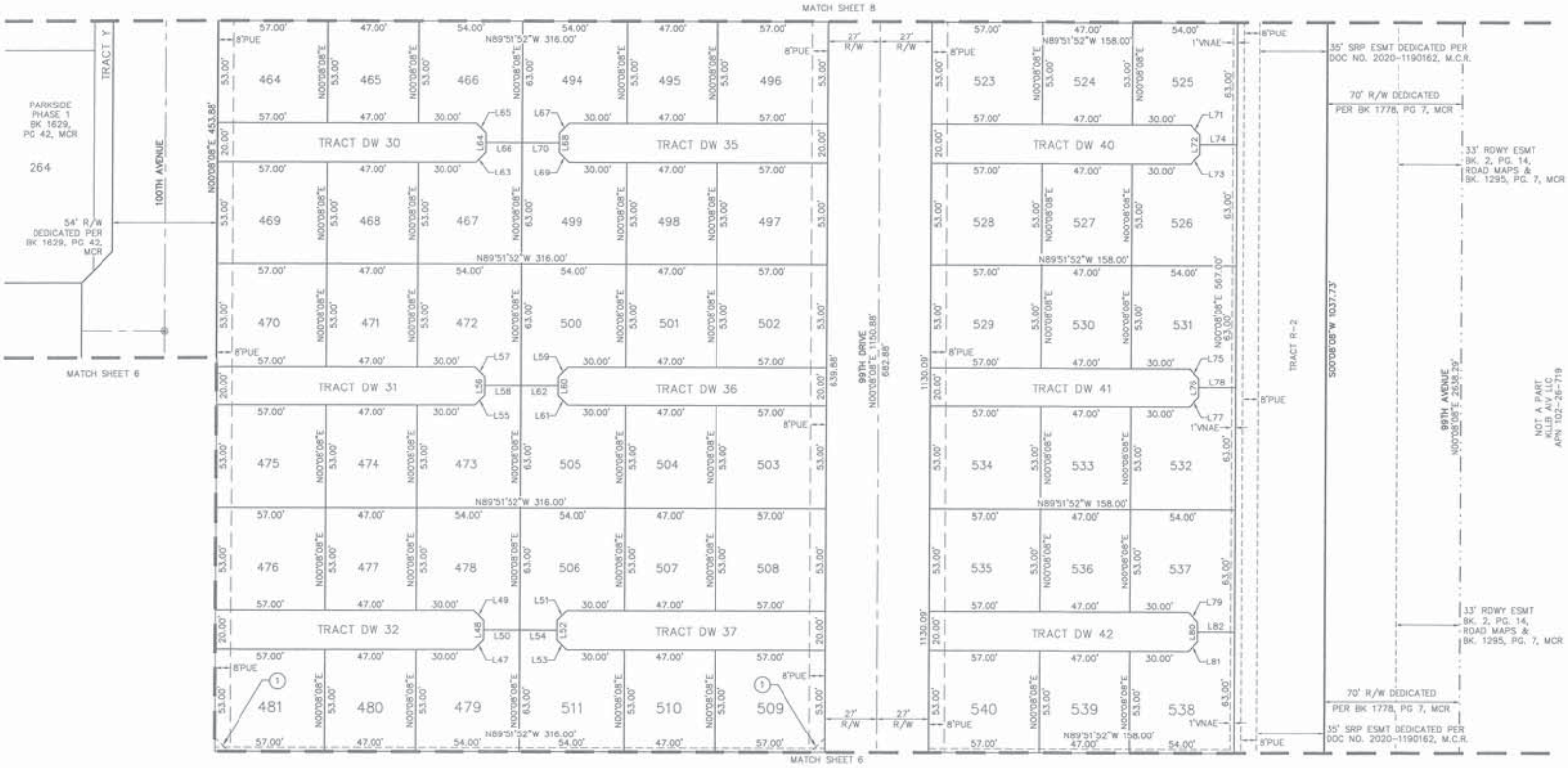
REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 33261 JAMES G. SPRING

10-01-2021

05-16-2024

SHEET NUMBER 6 OF 8

PROJECT NUMBER 18000694



LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
464	3021	0.069	494	3064	0.070	523	3021	0.069
465	2491	0.057	495	2491	0.057	524	2491	0.057
466	3064	0.070	496	3021	0.069	525	3064	0.070
467	3064	0.070	497	3021	0.069	526	3065	0.070
468	2491	0.057	498	2491	0.057	527	2491	0.057
469	3021	0.069	499	3065	0.070	528	3021	0.069
470	3021	0.069	500	3064	0.070	529	3021	0.069
471	2491	0.057	501	2491	0.057	530	2491	0.057
472	3064	0.070	502	3021	0.069	531	3065	0.070
473	3064	0.070	503	3021	0.069	532	3065	0.070
474	2491	0.057	504	2491	0.057	533	2491	0.057
475	3021	0.069	505	3064	0.070	534	3021	0.069
476	3021	0.069	506	3064	0.070	535	3021	0.069
477	2491	0.057	507	2491	0.057	536	2491	0.057
478	3064	0.070	508	3021	0.069	537	3065	0.070
479	3065	0.070	509	3021	0.069	538	3065	0.070
480	2491	0.057	510	2491	0.057	539	2491	0.057
481	3021	0.069	511	3064	0.070	540	3021	0.069

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L47	N45°08'08"E	7.07'	L65	N44°51'52"W	7.07'
L48	N00°08'08"E	10.00'	L66	S89°51'52"E	19.00'
L49	N44°51'52"W	7.07'	L67	N45°08'08"E	7.07'
L50	S89°51'52"E	19.00'	L68	N00°08'08"E	10.00'
L51	N45°08'08"E	7.07'	L69	N44°51'52"W	7.07'
L52	N00°08'08"E	10.00'	L70	S89°51'52"E	19.00'
L53	N44°51'52"W	7.07'	L71	N44°51'52"W	7.07'
L54	S89°51'52"E	19.00'	L72	N00°08'08"E	10.00'
L55	N45°08'08"E	7.07'	L73	N45°08'08"E	7.07'
L56	N00°08'08"E	10.00'	L74	S89°51'52"E	19.00'
L57	N44°51'52"W	7.07'	L75	N44°51'52"W	7.07'
L58	S89°51'52"E	19.00'	L76	N00°08'08"E	10.00'
L59	N45°08'08"E	7.07'	L77	N45°08'08"E	7.07'
L60	N00°08'08"E	10.00'	L78	S89°51'52"E	19.00'
L61	N44°51'52"W	7.07'	L79	N44°51'52"W	7.07'
L62	S89°51'52"E	19.00'	L80	N00°08'08"E	10.00'
L63	N45°08'08"E	7.07'	L81	N45°08'08"E	7.07'
L64	N00°08'08"E	10.00'	L82	S89°51'52"E	19.00'

SCALE 0 15 30
1" = 30 FEET

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8327

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

FINAL PLAT

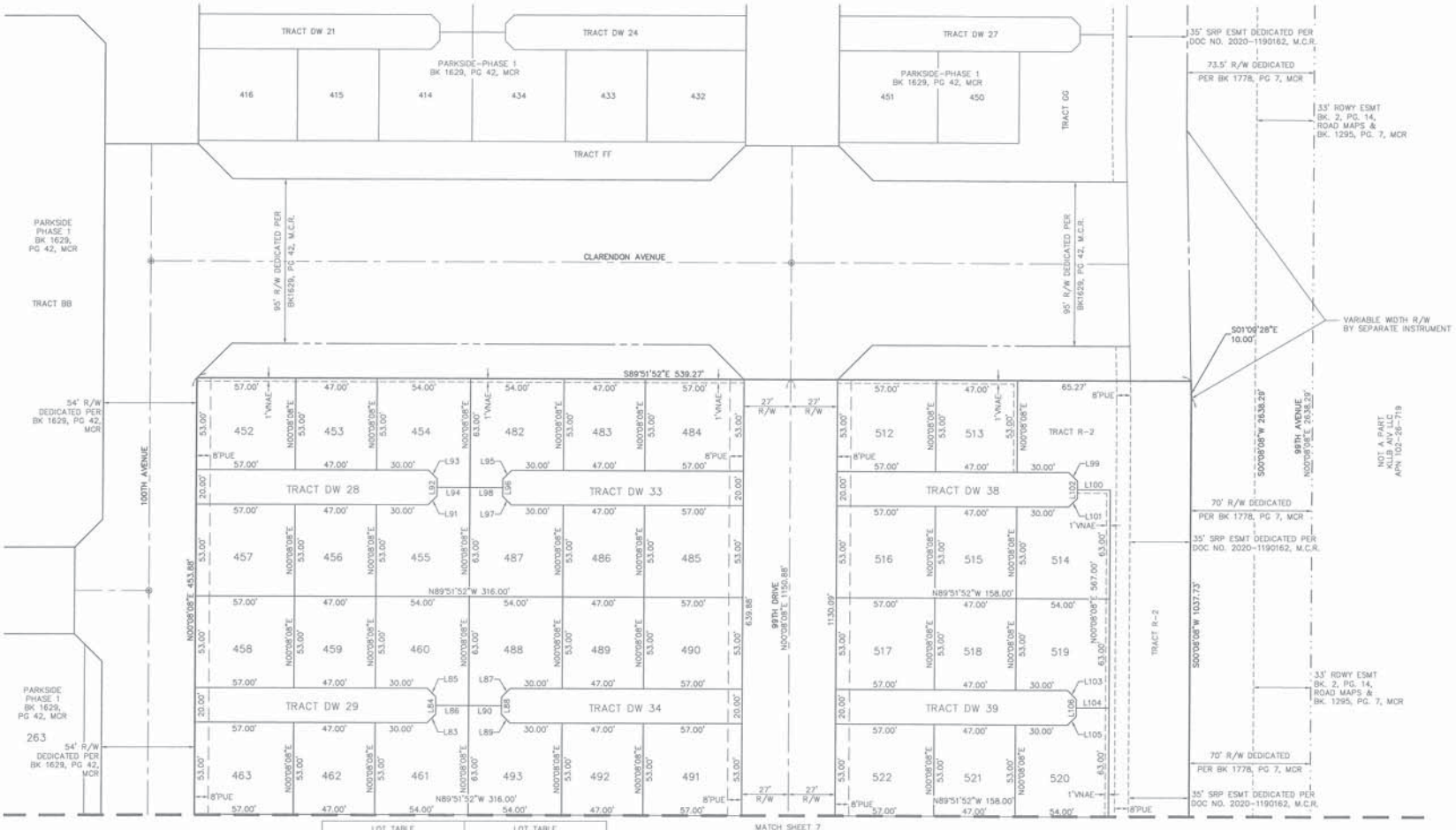
REGISTERED LAND SURVEYOR
22262
JAMES D. SPRING
ARIZONA U.S.A.

10-01-2021

LAND PREPARATION
05-16-2024

SHEET NUMBER
7 OF 8

PROJECT NUMBER
18000694



LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
452	3021	0.069	488	3064	0.070
453	2491	0.057	489	2491	0.057
454	3064	0.070	490	3021	0.069
455	3064	0.070	491	3021	0.069
456	2491	0.057	492	2491	0.057
457	3021	0.069	493	3065	0.070
458	3021	0.069	512	3021	0.069
459	2491	0.057	513	2491	0.057
460	3064	0.070	514	3064	0.070
461	3064	0.070	515	2491	0.057
462	2491	0.057	516	3021	0.069
463	3021	0.069	517	3021	0.069
482	3065	0.070	518	2491	0.057
483	2491	0.057	519	3064	0.070
484	3021	0.069	520	3064	0.070
485	3021	0.069	521	2491	0.057
486	2491	0.057	522	3021	0.069
487	3065	0.070			

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L83	N45°08'08"E	7.07'	L95	N45°08'08"E	7.07'
L84	N00°08'08"E	10.00'	L96	N00°08'08"E	10.00'
L85	N44°51'52"W	7.07'	L97	N44°51'52"W	7.07'
L86	S89°51'52"E	19.00'	L98	S89°51'52"E	19.00'
L87	N45°08'08"E	7.07'	L99	N44°51'52"W	7.07'
L88	N00°08'08"E	10.00'	L100	S89°51'52"E	19.00'
L89	N44°51'52"W	7.07'	L101	N45°08'08"E	7.07'
L90	S89°51'52"E	19.00'	L102	N00°08'08"E	10.00'
L91	N45°08'08"E	7.07'	L103	N44°51'52"W	7.07'
L92	N00°08'08"E	10.00'	L104	S89°51'52"E	19.00'
L93	N44°51'52"W	7.07'	L105	N45°08'08"E	7.07'
L94	S89°51'52"E	19.00'	L106	N00°08'08"E	10.00'

SCALE 0 15 30
1" = 30 FEET

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4720 E. SOUTHERN AVENUE
MESA, AZ 85206
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WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

"PARKSIDE - PHASE 2"

FINAL PLAT

10-01-2021

05-16-2024

SHEET NUMBER 8 OF 8

PROJECT NUMBER 18000694

CITY COUNCIL REPORT

ITEM NUMBER: 4.s.

SUBJECT: Final Plats for Three Rivers Ranch – Parcel 1 – Application PL-23-0285, Three Rivers Ranch - Parcel 2 – Application PL-23-0286, Three Rivers Ranch - Parcel 3 – Application PL-23-0296, Three Rivers Ranch - Parcel 4 – Application PL-23-0297 and Three Rivers Ranch - Parcel 5 – Application PL-23-0298

MEETING DATE: 6/17/2024

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 approve the following five requests by Zachary Watson with Kimley-Horn and Associates, Inc., on behalf of Jim Stockwell with Three Rivers Ranch, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. Final Plat for Three Rivers Ranch - Parcel 1 – Application PL-23-0285
ii. Final Plat for Three Rivers Ranch - Parcel 2 – Application PL-23-0286
iii. Final Plat for Three Rivers Ranch - Parcel 3 – Application PL-23-0296
iv. Final Plat for Three Rivers Ranch - Parcel 4 – Application PL-23-0297
v. Final Plat for Three Rivers Ranch - Parcel 5 – Application PL-23-0298

BACKGROUND:
Three Rivers Ranch is a planned subdivision located on 190.993± gross acres of property located west of the intersection of Dysart Road and Alamar Boulevard. 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. The Three Rivers Ranch PAD will allow for 961 residential units across the seven (7) development parcels. Parcels 1 through 5 are designed for 512 single-family residential lots. Parcels 6 and Parcel 7 will be submitted as separate applications at a future date.

City Council adopted Ordinance 2064-1122 on December 5, 2022, which annexed 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 multi-family residential uses.

City Council approved the Master Plat for Three Rivers Ranch on May 20, 2024, and recorded in Book of Maps 1802, Page 46 of the Maricopa County Recorder's Office, which created the overall seven parcel boundaries for Three Rivers Ranch but did not divide the parcels into individual residential lots. Final Plats are needed for Parcels 1 through 5 to divide each parcel into individual residential lots, open space and dedicate local street rights-of-way and easements. Details about Parcels 1 through 5 are described below.

DISCUSSION:

Final Plat for Three Rivers Ranch - Parcel 1 – Application PL-23-0285

Three Rivers Ranch - Parcel 1 is a 39.045-acre site located west of the intersection of Dysart Road and Alamar Boulevard. The approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 1 for up to 127 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'). The proposed final plat subdivides the 39.045-acre parcel into 119 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'), common area and open space, and dedicates rights-of-way and easements along all local streets within this portion of the master planned community. Parcel 1 will be accessible via Three Rivers Ranch Parkway, which was dedicated on the Three Rivers Ranch Master Plat. The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

The proposed plat will dedicate to the City the right-of-way for interior roadways along with 8-foot public utility easements.

Final Plat for Three Rivers Ranch - Parcel 2 – Application PL-23-0286

Three Rivers Ranch - Parcel 2 is a 20.667 gross acre site located west of the intersection of Dysart Road and Alamar Boulevard. The approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 2 for up to 87 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'). The proposed final plat subdivides the 20.667-acre site into 83 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'), common area and open space, and dedicates right-of-way and easements along all local streets within this portion of the master planned community. Parcel 2 will be accessible via Three Rivers Ranch Parkway, which was dedicated on the Three Rivers Ranch Master Plat. The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

The proposed plat will dedicate to the City the right-of-way for interior roadways along with 8-foot public utility easements.

Final Plat for Three Rivers Ranch - Parcel 3 – Application PL-23-0296

Three Rivers Ranch - Parcel 3 is a 42.969 gross acre site generally located west of the intersection of Dysart Road and Alamar Boulevard. The approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 3 for up to 120 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'). The proposed final plat subdivides the 42.969-acre site into 120 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'), common area and open space, and dedicates right-of-way and easements along all local streets within this portion of the master planned community. Parcel 3 will be accessible via Three Rivers Ranch Parkway, which was dedicated on the Three Rivers Ranch Master Plat.

The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

The proposed plat will dedicate to the City the right-of-way for interior roadways along with 8-foot public utility easements.

Final Plat for Three Rivers Ranch - Parcel 4 – Application PL-23-0297

Three Rivers Ranch - Parcel 4 is a 26.285 gross acre site generally located west of the intersection of Dysart Road and Alamar Boulevard. The approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 4 for up to 107 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'). The proposed final plat subdivides the 26.285-acre site into 102 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'), common area and open space, and dedicates right-of-way and easements along all local streets within this portion of the master planned community. Parcel 4 will be accessible via Three Rivers Ranch Parkway, which was dedicated on the Three Rivers Ranch Master Plat. The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

The proposed plat will dedicate to the City the right-of-way for interior roadways along with 8-foot public utility easements.

Final Plat for Three Rivers Ranch - Parcel 5 – Application PL-23-0298

Three Rivers Ranch - Parcel 5 is an 18.887 gross acre site generally located west of the intersection of Dysart Road and Alamar Boulevard. The approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 5 for up to 89 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'). The proposed final plat subdivides the 18.887-acre site into 88 single-family residential lots with a minimum area of 6,000 square feet (50' x 120'), common area and open space, and dedicates rights-of-way and easements along all local streets within this portion of the master planned community. Parcel 5 will be accessible via Three Rivers Ranch Parkway, which was dedicated on the Three Rivers Ranch Master Plat. The homeowner's association will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

Parcel 5 denotes Tract BB, which was included on the Three Rivers Ranch Master Plat previously approved by City Council. Tract BB will be dedicated to the City via a separate instrument and will be used as a future City lift station.

The proposed plat will dedicate to the City the right-of-way for interior roadways along with 8-foot public utility easements.

City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for Three Rivers Ranch, Parcels 1 through 5 as separate individual agenda items.

The proposed Final Plats for Parcels 1 through 5 have 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.

The proposed Final Plats for Parcels 1 through 5 conforms to the approved Preliminary Plat for Three Rivers Ranch, dedicating right-of-way, and easements as necessary to serve that future development. All conditions of Preliminary Plat approval relevant to Parcels 1 through 5 have been satisfied.

Approval of the Final Plats for Parcels 1 through 5 conforms to the boundaries of the Final Plats certified by the R.L.S. dated June 3, 2024.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council: (a) approve the following applications: Final Plats for Three Rivers Ranch - Parcel 1 - Application PL-23-0285, Three Rivers Ranch - Parcel 2 - Application PL-23-0286, Three Rivers Ranch - Parcel 3 - Application PL-23-0296, Three Rivers Ranch - Parcel 4 - Application PL-23-0297 and Three Rivers Ranch - Parcel 5 - Application PL-23-0298; and (b) 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*

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

Vicinity Map

Avondale

Three Rivers Ranch - Parcel 1

Not to Scale

Prepared on 1/22/2024 by the Geospatial Services Division of the Information Technology Department

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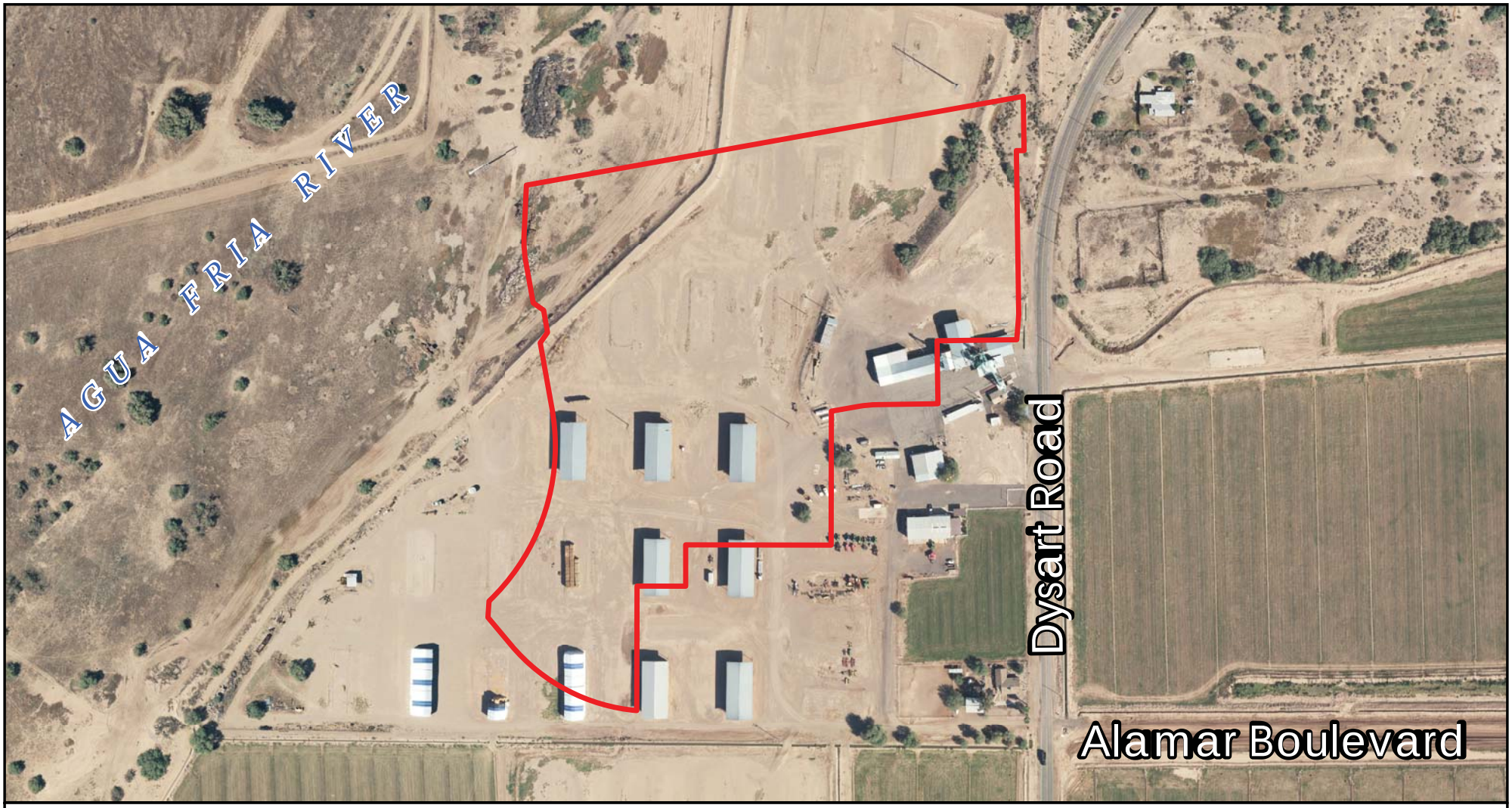

Vicinity Map

Avondale

Three Rivers Ranch Parcel 2

Not to Scale

Prepared on 4/17/2024 by the Geospatial Services Division of the Information Technology Department

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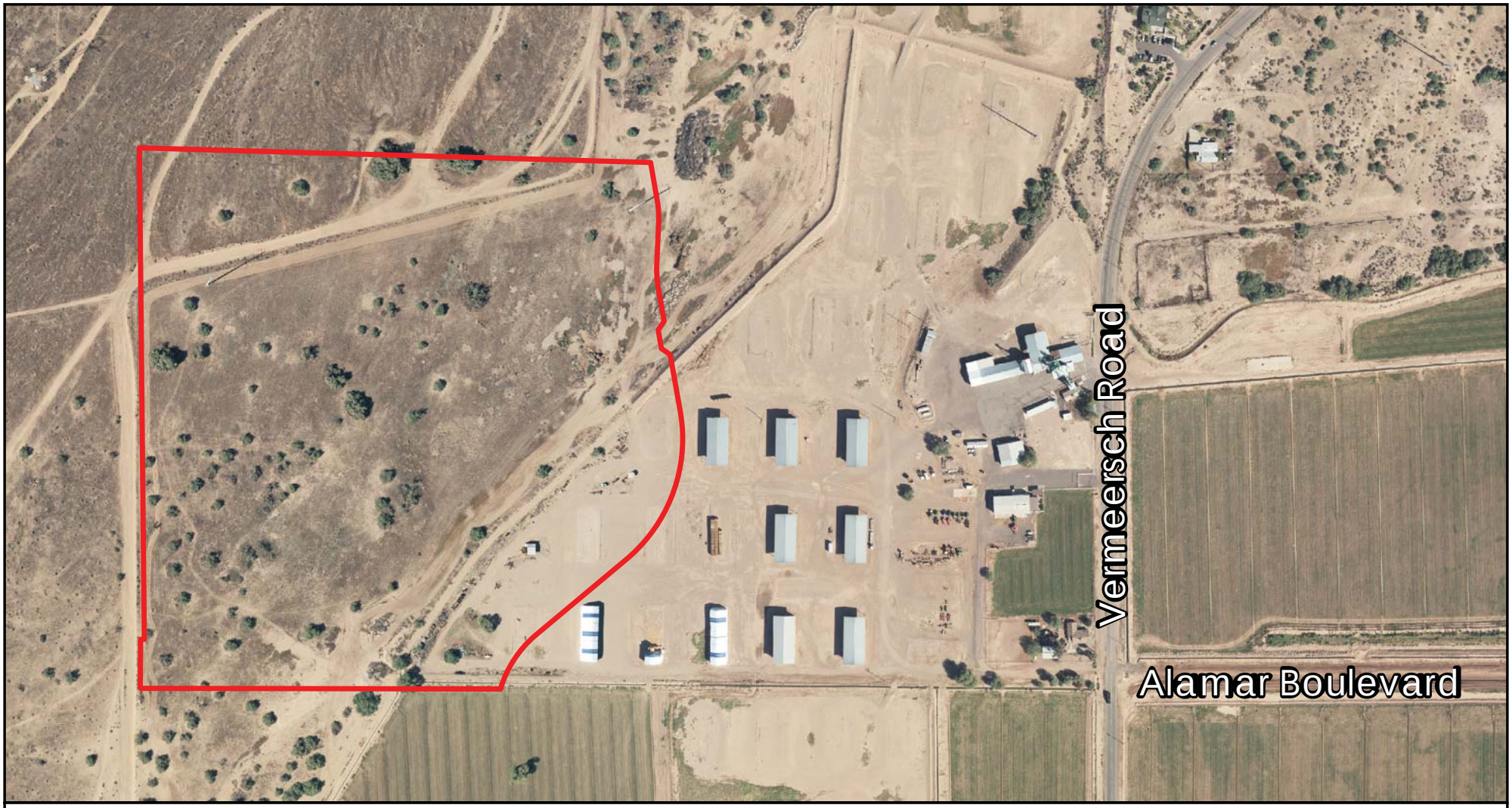

Vicinity Map

Avondale

Three Rivers Ranch - Parcel 3

Not to Scale

Prepared on 1/22/2024 by the Geospatial Services Division of the Information Technology Department

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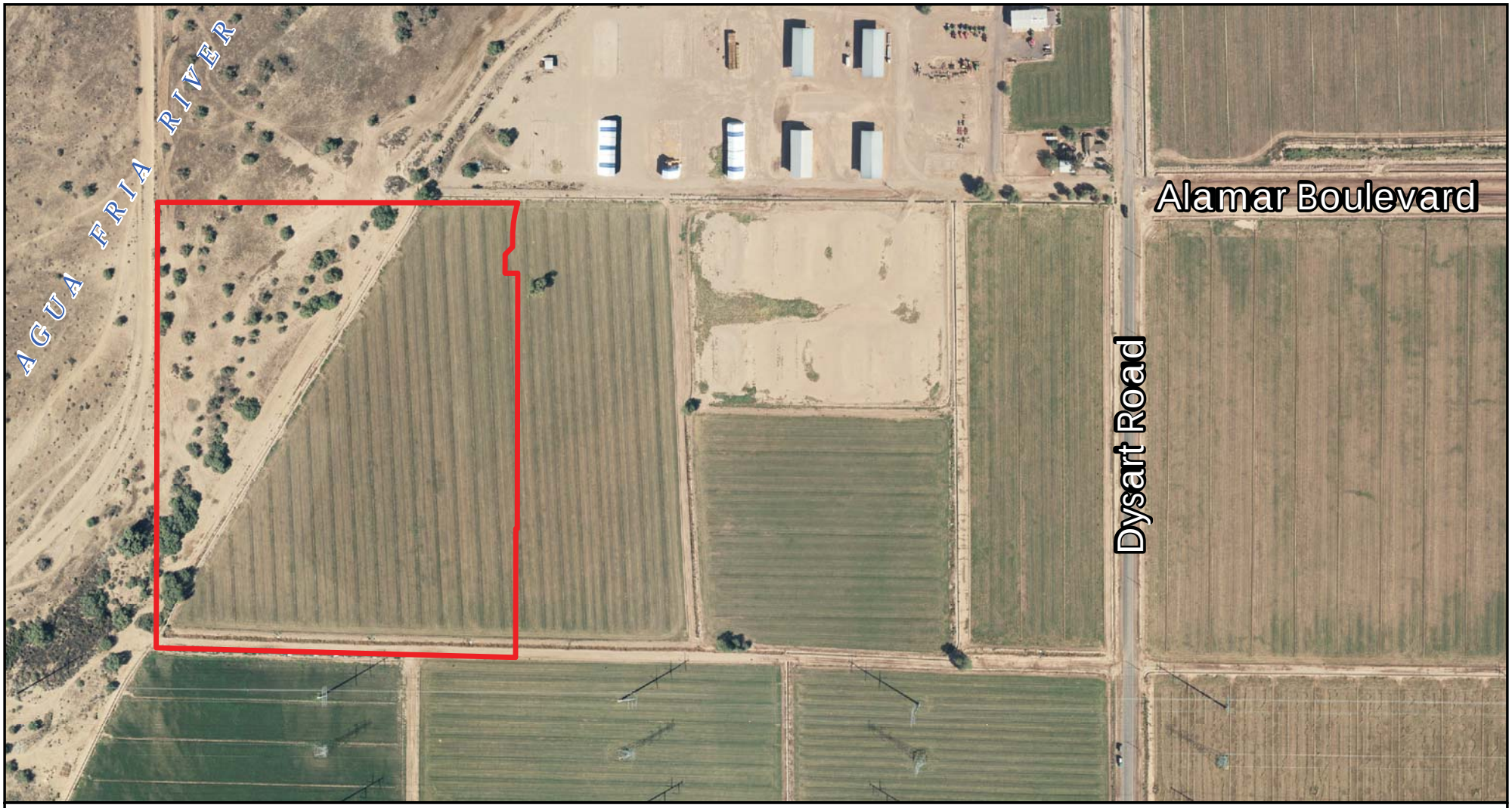

Vicinity Map

Avondale

Three Rivers Ranch - Parcel 4

Not to Scale

Prepared on 1/22/2024 by the Geospatial Services Division of the Information Technology Department

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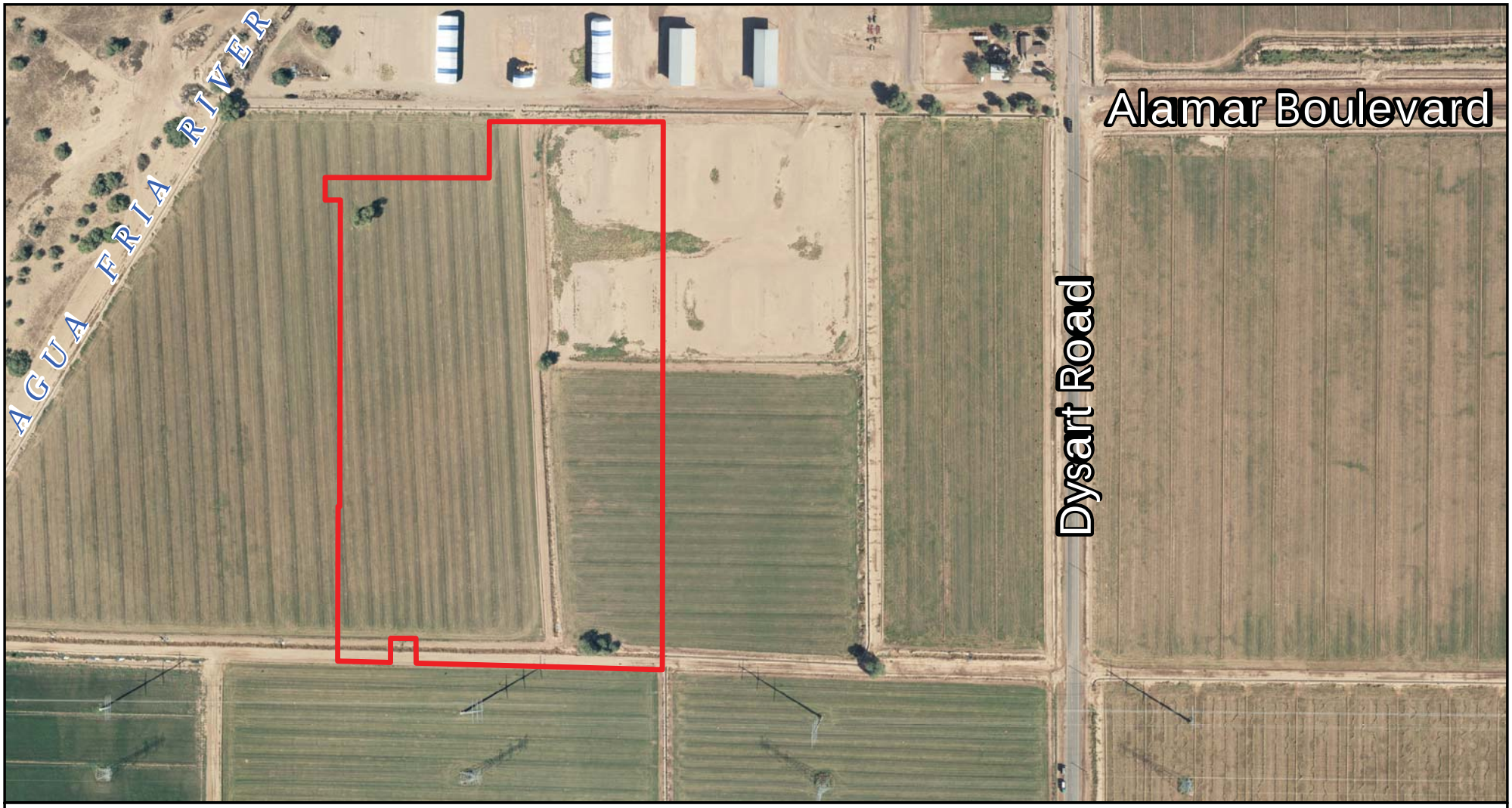

Vicinity Map

Avondale

Three Rivers Ranch - Parcel 5

Not to Scale

Prepared on 1/22/2024 by the Geospatial Services Division of the Information Technology Department

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FINAL PLAT FOR

"THREE RIVERS RANCH - PARCEL 1"

BEING A REPLAT OF PARCEL 1 AS SHOWN ON THE MASTER PLAT FOR THREE RIVERS RANCH, AS RECORDED PER BOOK 1802, PG. 46 M.C.R., OF THE MARICOPA COUNTY RECORDER, BEING 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

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 OF PARCEL 1, BEING A REPLAT UNDER THE NAME "THREE RIVERS RANCH-PARCEL 1" BEING 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, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID THREE RIVERS RANCH-PARCEL 1 AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, 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 FINAL 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.

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

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.

VEHICULAR NON-ACCESS EASEMENT:
A PERPETUAL , NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PROHIBIT ALL USE OF MOTOR VEHICLES UPON THE EASEMENT. GRANTOR SHALL NOT INSTALL DRIVEWAYS OR OTHER MEANS OF VEHICULAR ACCESS UPON THE EASEMENT. GRANTOR SHALL MAINTAIN THE EASEMENT, INCLUDING ANY IMPROVEMENTS, IN A NEAT, SAFE AND CLEAN CONDITION. GRANTEE MAY ENJOY ANY VIOLATION OF THIS EASEMENT. GRANTEE MAY ENTER THE PROPERTY TO ENFORCE THIS EASEMENT. HOWEVER, THIS EASEMENT DOES NOT CREATE A PUBLIC ACCESS TO THE PROPERTY. MENTIONING REMEDIES IN THIS EASEMENT DOSE NOT LIMIT GRANTEE'S RIGHT TO OTHER REMEDIES.

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.

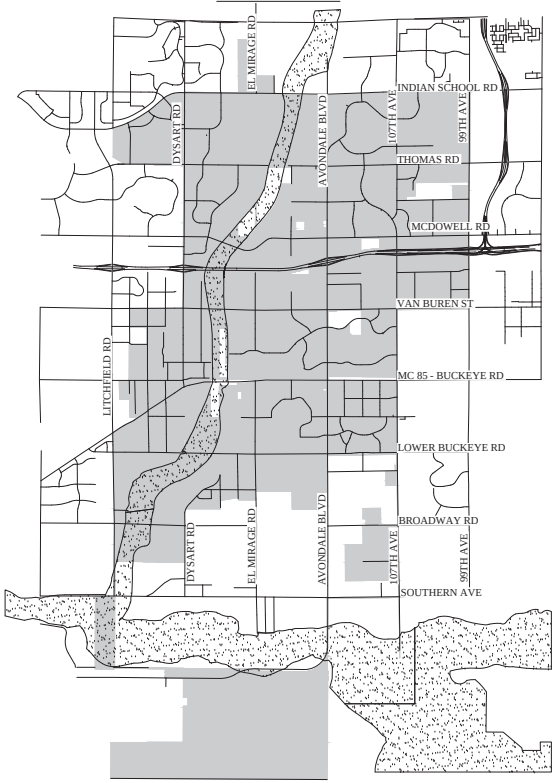
_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (ALL STREETS)	249,103 SF	5.719 AC
COLLECTOR	0 SF	0 AC
ARTERIAL	0 SF	0 AC

AREA MAP



SHEET INDEX:

01.....COVER SHEET
02.....NOTES SHEET
03.....LEGEND/KEY MAP
04.....TABLES
05-08.....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: 39.045 AC
R/W ACREAGE: 5.719 AC
NET ACREAGE: 33.326 AC
NET = GROSS MINUS R/W

OWNER:

THREE RIVERS RANCH, LLC
4340 E. INDIAN SCHOOL RD, STE 21-204
PHOENIX, ARIZONA 85018
PHONE: (602) 777-0505
CONTACT: JIM STOCKWELL

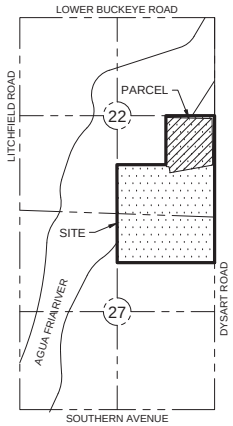
SURVEYOR:

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,
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
06/03/2024
ARIZONA, U.S.A.

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 937-5511

PROJECT NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 1

SHEET NUMBER
01 OF 08
PROJECT NUMBER
291705009

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN 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 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 BASES OF BEARING

THENCE NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 79 DEGREES 52 MINUTES 27 SECONDS WEST, 1170.84 FEET;

THENCE NORTH 02 DEGREES 37 MINUTES 06 SECONDS EAST, 0.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 101.81 FEET;

THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS WEST, 71.01 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 20 SECONDS WEST, 1324.26 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, 1244.12 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST A DISTANCE OF 1251.88 FEET TO THE POINT OF BEGINNING.

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, UNDER 69KV, 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. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
18. LOT 11 WILL REQUIRE A SEWER BACKWATER VALVE.

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.
"THREE RIVERS RANCH MASTER PLAT", AS SHOWN IN BOOK 1802, PG. 46 M.C.R.

Tel No. (602) 837-5511
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 1

SEAL

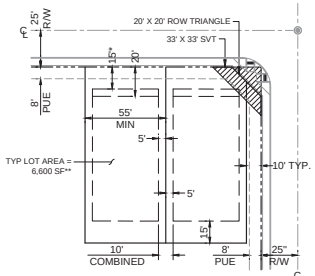
REGISTERED LAND SURVEYOR
CHAD HUBER
35316
CHAD HUBER
06/05/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
02 OF 08

PROJECT NUMBER
291705009



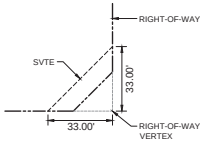
55' x 120' LOT TYPICAL
NTS

NOTES
*20' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE.

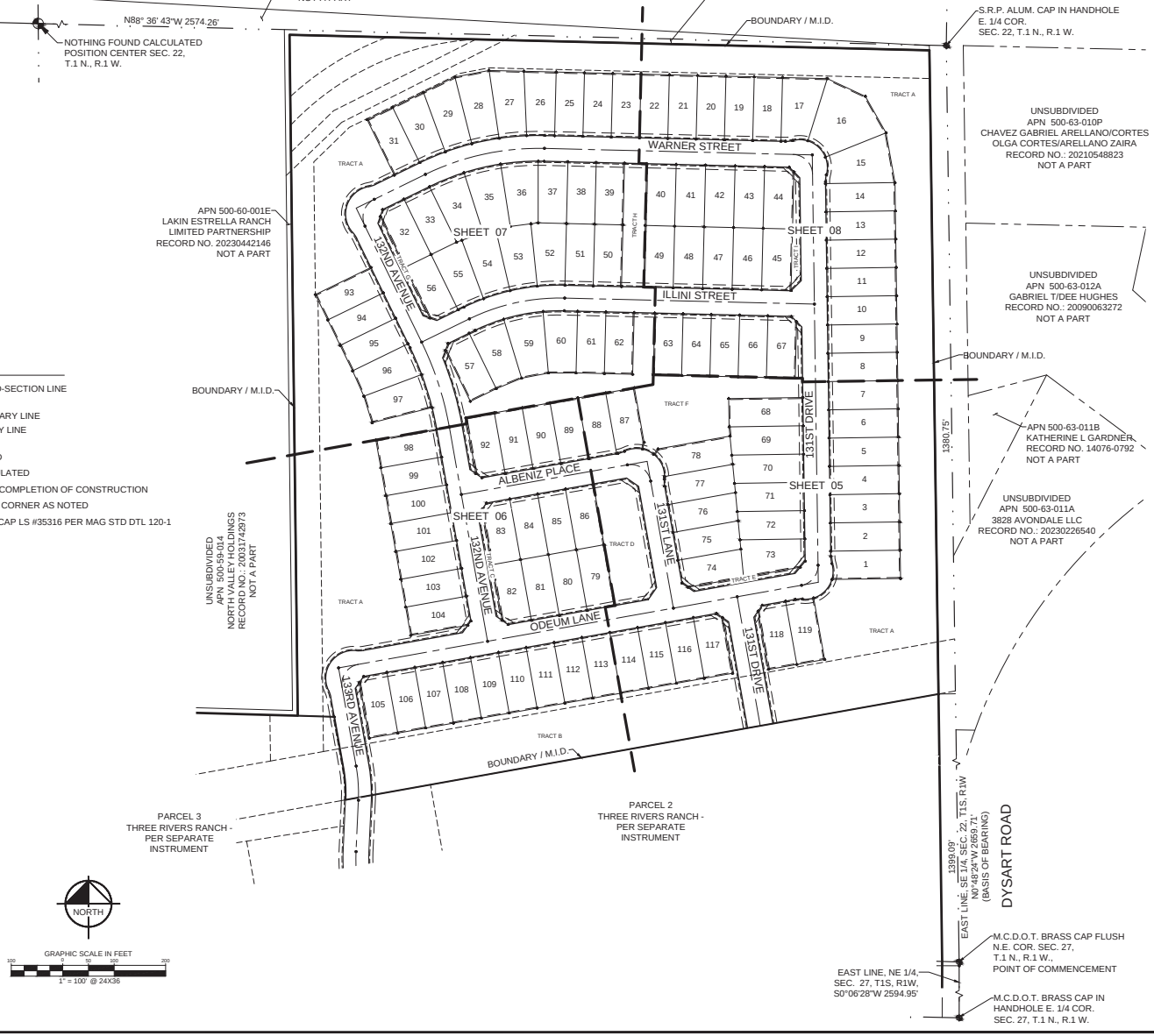
**MINIMUM LOT WIDTH IS 55' AND MINIMUM LOT AREA IS 6,600 SF AS ESTABLISHED IN THE THREE RIVERS RANCH PAD.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER	SECTION LINE / MID-SECTION LINE
BC	BRASS CAP	RIGHT OF WAY
BCF	BRASS CAP FLUSH	PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE	PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT	EASEMENT LINE
ESMT	EASEMENT	MONUMENT FOUND
FD	FOUND	MONUMENT CALCULATED
MC	MARICOPA COUNTY	BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS	FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER	SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT	
R/W	RIGHT OF WAY	
SVTE	SIGHT VISIBILITY EASEMENT	
UTIL	UTILITY EASEMENT	
VNAE	VEHICULAR NON-ACCESS EASEMENT	
WE	WATER UTILITY EASEMENT	



SIGHT VISIBILITY TRIANGLE EASEMENT
NTS



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 TITLE
FINAL PLAT - PARCEL 1

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
08/03/2024
EXPIRES 06/30/2025
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
03 OF 08

PROJECT NUMBER
291705009

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
1	7315.7	0.168
2	7425.0	0.170
3	7425.0	0.170
4	7425.0	0.170
5	7425.0	0.170
6	7425.0	0.170
7	7425.0	0.170
8	7425.0	0.170
9	7425.0	0.170
10	7425.0	0.170
11	7425.0	0.170
12	7425.0	0.170
13	7425.0	0.170
14	7425.0	0.170
15	9476.2	0.218

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
16	13350.2	0.306
17	8496.7	0.195
18	6820.0	0.157
19	6820.0	0.157
20	6820.0	0.157
21	6820.0	0.157
22	6820.0	0.157
23	6820.0	0.157
24	6820.0	0.157
25	6820.0	0.157
26	7273.4	0.167
27	7812.0	0.179
28	8097.2	0.186
29	7758.1	0.178
30	7295.8	0.167

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
31	6600.0	0.152
32	6693.3	0.154
33	6600.0	0.152
34	7760.7	0.178
35	7856.4	0.180
36	7785.7	0.179
37	6776.0	0.156
38	6600.0	0.152
39	6600.0	0.152
40	6874.9	0.158
41	6874.9	0.158
42	6874.9	0.158
43	6874.9	0.158
44	6834.2	0.157
45	6874.9	0.158

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
46	6874.9	0.158
47	6874.9	0.158
48	6874.9	0.158
49	6874.9	0.158
50	6600.0	0.152
51	6600.0	0.152
52	7449.0	0.171
53	7514.2	0.173
54	7489.7	0.172
55	7236.0	0.166
56	6693.3	0.154
57	6668.0	0.153
58	7611.6	0.175
59	7908.0	0.182
60	7293.6	0.167

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
61	6600.0	0.152
62	6600.0	0.152
63	6600.0	0.152
64	6600.0	0.152
65	6600.0	0.152
66	6600.0	0.152
67	6668.2	0.153
68	7926.1	0.182
69	7801.6	0.179
70	7552.7	0.173
71	7303.7	0.168
72	7054.7	0.162
73	7742.1	0.178
74	6672.1	0.153
75	6966.2	0.160

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
76	7210.3	0.166
77	7433.4	0.171
78	7718.2	0.177
79	6600.0	0.152
80	6600.0	0.152
81	6600.0	0.152
82	6670.0	0.153
83	6670.0	0.153
84	6600.0	0.152
85	6600.0	0.152
86	6600.0	0.152
87	6636.8	0.152
88	6600.0	0.152
89	6600.0	0.152
90	6600.0	0.152

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
91	6600.0	0.152
92	6670.0	0.153
93	6600.0	0.152
94	6600.0	0.152
95	6600.0	0.152
96	7192.6	0.165
97	7300.8	0.168
98	6600.0	0.152
99	6600.0	0.152
100	6600.0	0.152
101	6600.0	0.152
102	6600.0	0.152
103	6600.0	0.152
104	6693.9	0.154
105	6670.0	0.153

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
106	6600.0	0.152
107	6600.0	0.152
108	6600.0	0.152
109	6600.0	0.152
110	6600.0	0.152
111	6600.0	0.152
112	6600.0	0.152
113	6600.0	0.152
114	6600.0	0.152
115	6600.0	0.152
116	6600.0	0.152
117	6670.0	0.153
118	6948.0	0.160
119	6788.0	0.156

TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	412,567	9.471	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / TRAIL / ELECTRICAL EASEMENT
B	83,287	1.912	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / ELECTRICAL EASEMENT
C	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	20,181	0.463	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / TOT LOT (PLAYGROUND)
E	2,109	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	53,709	1.233	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
G	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	10,359	0.238	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	3,337	0.077	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	589,750	13.539	

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.41	N2°37'06"E
L2	101.81	N10°07'33"W
L3	71.01	N88°21'57"W
L4	38.55	N10°07'33"W
L5	28.28	N34°52'27"E
L6	14.14	N34°52'27"E
L7	14.14	N34°52'27"E
L8	28.01	N35°26'50"E
L9	17.79	N35°26'50"E
L10	10.21	N35°26'50"E
L11	28.28	S55°07'33"E
L12	14.14	S55°07'33"E
L13	14.14	S55°07'33"E
L14	28.28	N34°52'27"E
L15	28.28	S55°07'33"E
L16	14.14	S55°07'33"E
L17	14.14	S55°07'33"E
L18	28.28	S55°07'33"E
L19	14.14	S55°07'33"E
L20	14.14	S55°07'33"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	28.28	N34°52'27"E
L22	14.14	N34°52'27"E
L23	14.14	N34°52'27"E
L24	30.49	N39°32'01"E
L25	15.45	N39°32'01"E
L26	15.04	N39°32'01"E
L27	28.28	N34°52'27"E
L28	14.14	N34°52'27"E
L29	14.14	N34°52'27"E
L30	28.28	N55°07'33"W
L31	14.14	N55°07'33"W
L32	14.14	N55°07'33"W
L33	28.28	S55°07'33"E
L34	29.82	N20°44'06"E
L35	14.43	N20°44'06"E
L36	15.39	N20°44'06"E
L37	28.28	N71°00'37"W
L38	14.14	N71°00'37"W
L39	14.14	N71°00'37"W
L40	28.28	N18°59'23"E

LINE TABLE		
LINE	LENGTH	BEARING
L41	14.14	N18°59'23"E
L42	14.14	N18°59'23"E
L43	28.82	N44°42'33"W
L44	14.42	N44°42'34"W
L45	14.40	N44°42'33"W
L46	27.74	N45°17'27"E
L47	28.82	N44°42'34"W
L48	12.77	N44°42'33"W
L49	16.06	N44°42'34"W
L50	13.27	N37°53'13"E
L51	13.27	N12°22'36"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°44'39"	275.00'	61.17'	N3°45'13"W	61.04'
C2	11°44'43"	300.00'	61.50'	N4°15'11"W	61.39'
C3	15°53'04"	627.66'	174.01'	N18°04'05"W	173.45'
C4	27°23'54"	400.00'	191.28'	S77°41'20"W	189.46'
C5	27°23'54"	500.00'	239.10'	S77°41'20"W	236.83'
C6	10°49'50"	325.00'	61.43'	N4°42'38"W	61.34'
C7	15°56'33"	50.00'	13.91'	N18°05'49"W	13.87'
C8	121°53'05"	54.00'	114.87'	N34°52'27"E	94.41'
C9	15°56'33"	50.00'	13.91'	N87°50'43"E	13.87'
C10	90°00'01"	39.00'	61.26'	S34°52'27"W	55.15'
C11	80°40'51"	39.00'	54.92'	N39°32'01"E	50.49'
C12	15°56'33"	50.00'	13.91'	N87°50'43"E	13.87'
C13	112°33'56"	54.00'	106.09'	N39°32'01"E	89.83'
C14	15°56'33"	50.00'	13.91'	N8°46'40"W	13.87'
C15	90°00'00"	39.00'	61.26'	N55°07'33"W	55.15'
C16	15°56'33"	50.00'	13.91'	N71°54'11"E	13.87'
C17	121°53'05"	54.00'	114.87'	S55°07'33"E	94.41'
C18	15°56'33"	50.00'	13.91'	S2°09'17"E	13.87'
C19	15°53'04"	602.66'	167.08'	N18°04'05"W	166.54'
C20	11°53'34"	652.66'	135.47'	N16°04'20"W	135.23'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	27°23'54"	375.00'	179.32'	N77°41'20"E	177.62'
C22	27°23'54"	425.00'	203.23'	N77°41'20"E	201.30'
C23	90°00'00"	39.00'	61.26'	N18°59'23"E	55.15'
C24	15°56'33"	50.00'	13.91'	N33°58'54"W	13.87'
C25	121°53'05"	54.00'	114.87'	N18°59'23"E	94.41'
C26	15°56'33"	50.00'	13.91'	N71°57'39"E	13.87'
C27	27°23'54"	475.00'	227.14'	N77°41'20"E	224.98'
C28	27°23'54"	525.00'	251.05'	N77°41'20"E	248.67'
C29	87°48'19"	39.00'	59.77'	S44°42'33"E	54.09'
C30	15°56'33"	50.00'	13.91'	N83°25'01"E	13.87'
C31	119°41'24"	54.00'	112.81'	S44°42'33"E	93.38'
C32	15°56'33"	50.00'	13.91'	S7°09'52"W	13.87'

Tel No. (602) 837-5511
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER / DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 1

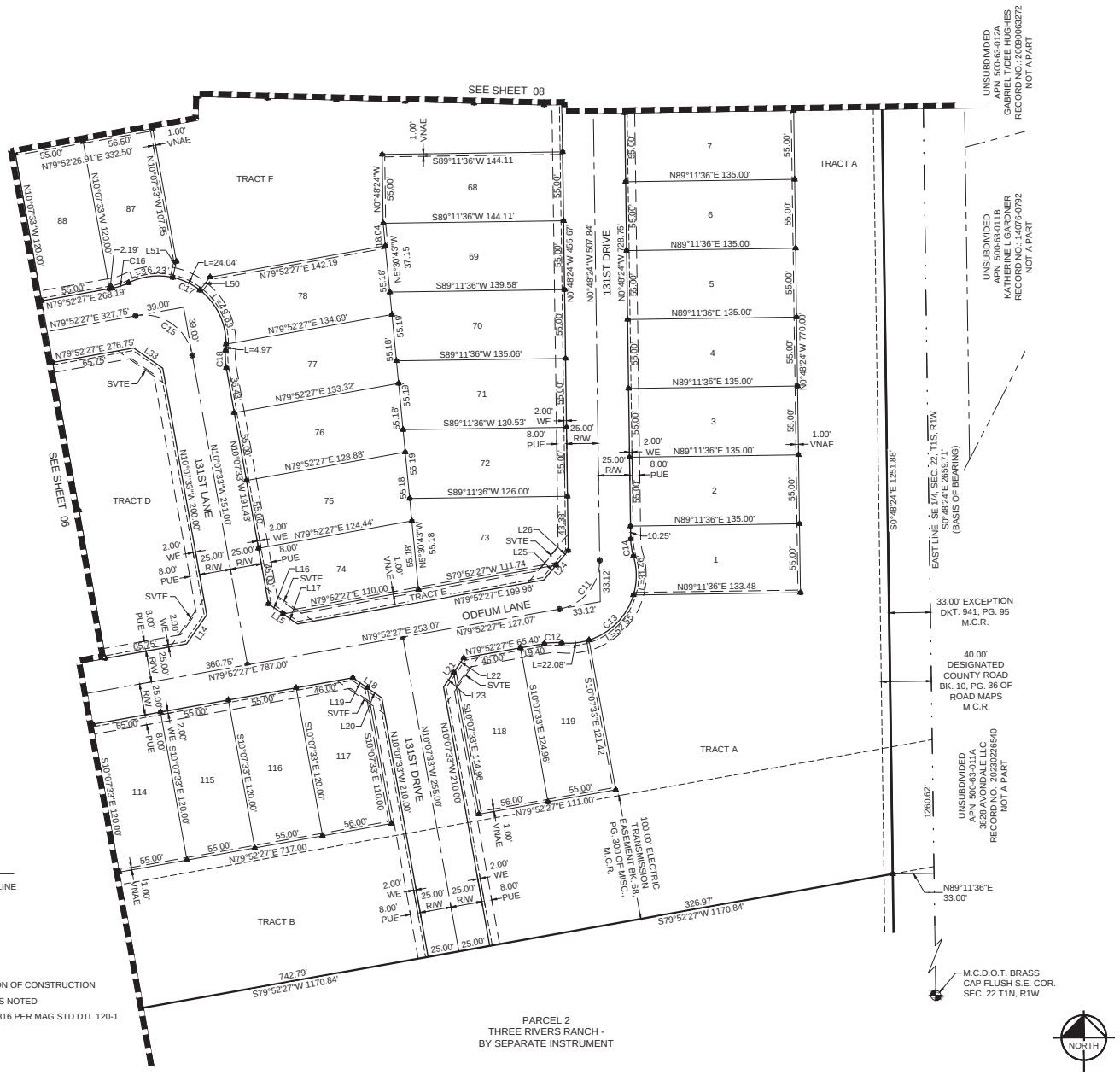
SEAL (IF ANY)
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
04 OF 08

PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME: THREE RIVERS RANCH, LLC
PARCEL NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 1

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE:
LATEST REVISION DATE:

SHEET NUMBER: 05 OF 08
PROJECT NUMBER: 291705009

LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
40 0 20 40 80
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

DESIGNED: DRAWN: CHECKED: DATE: 05/23/22

DEVELOPER NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 1

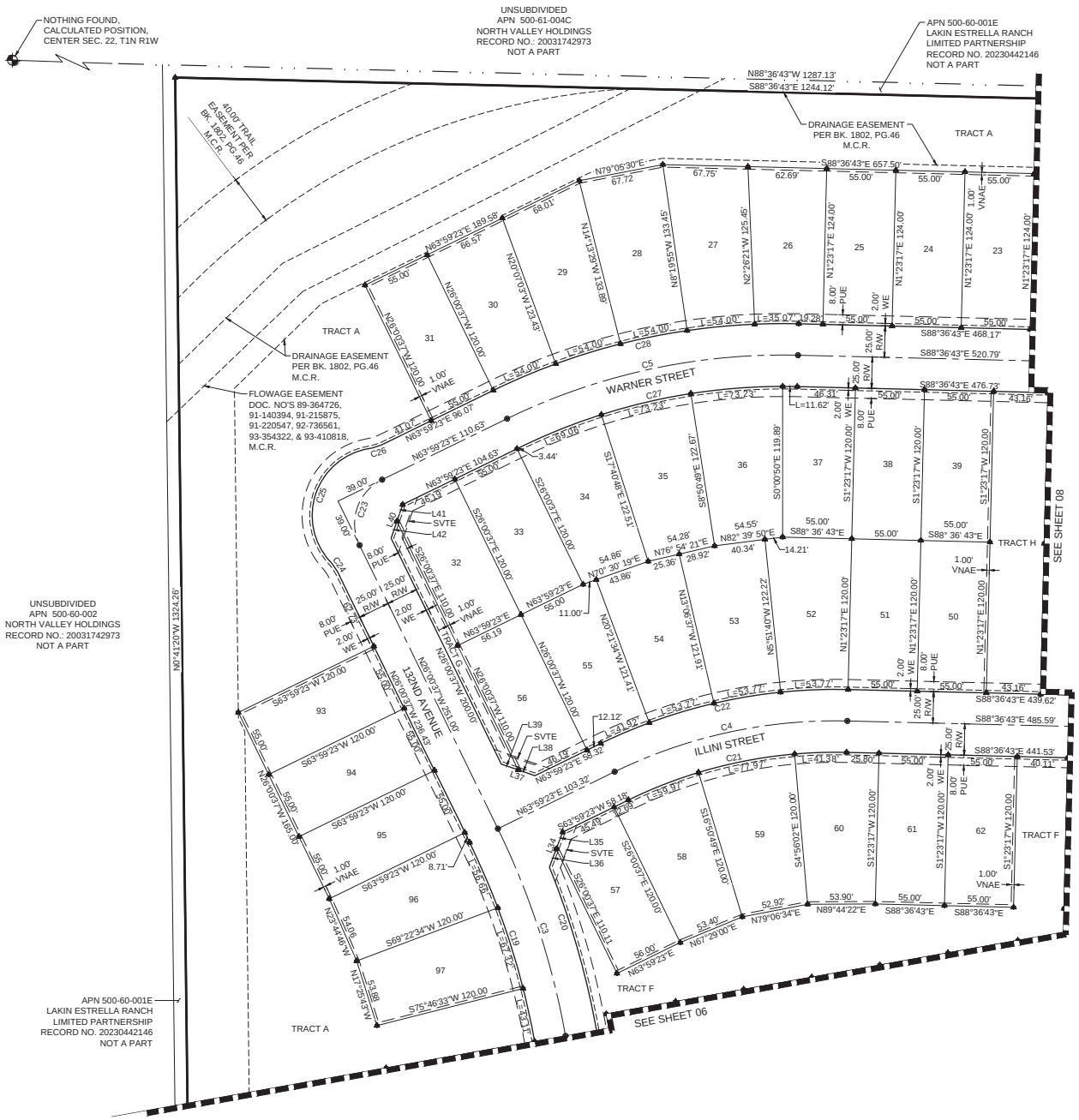
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE:

LATEST REVISION DATE:

SHEET NUMBER
06 OF 08

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
UTIL	UTILITY 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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PARCEL NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 1

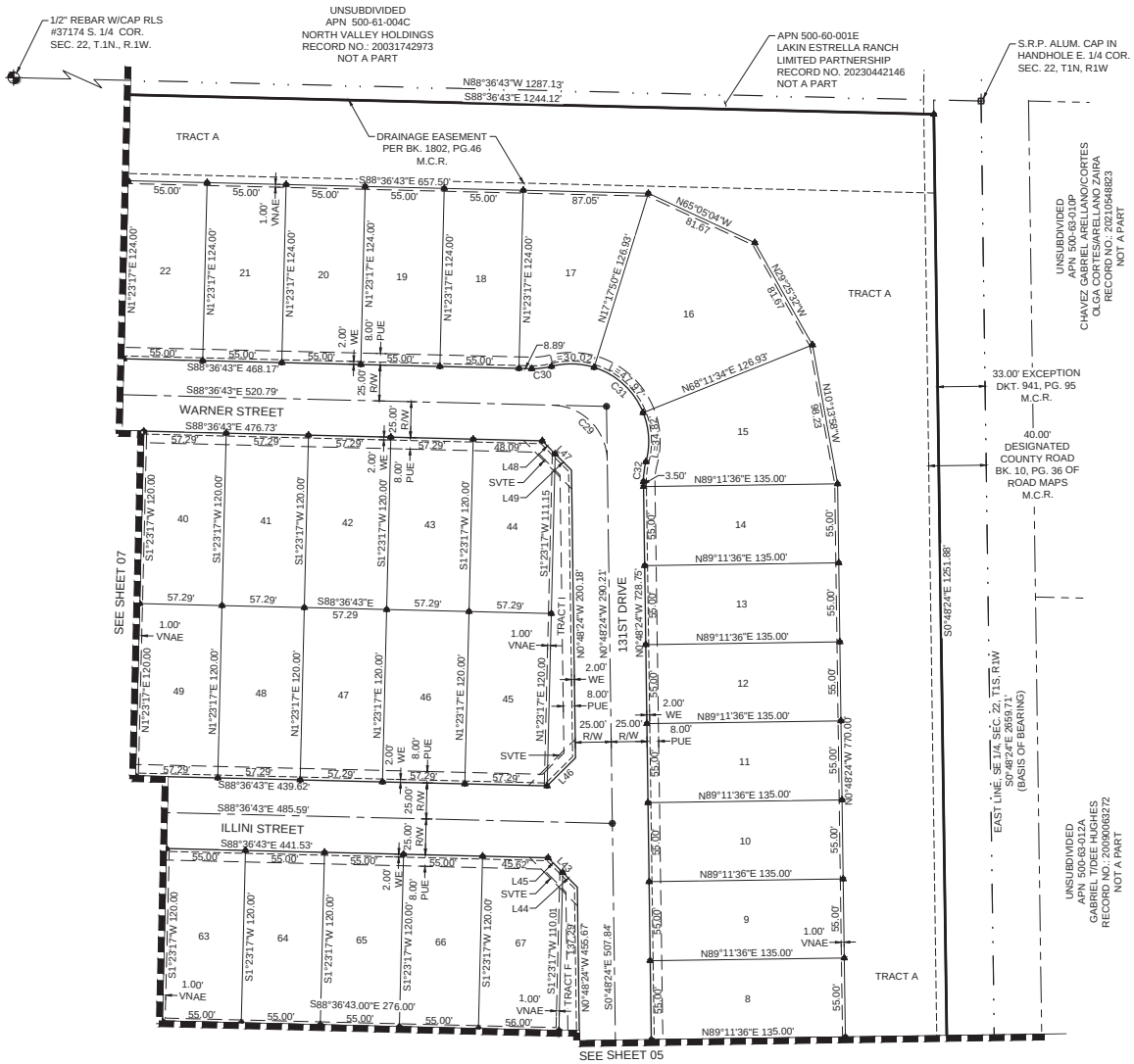
REGISTERED LAND SURVEYOR
REGISTERED CERTIFICATE NO.
35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
07 OF 08

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
UTIL	UTILITY 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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
40 0 20 40 80
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAT TITLE
FINAL PLAT - PARCEL 1

REGISTERED LAND SURVEYOR
REGISTERED LAND SURVEYOR
CHAD HUBER
35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
08 OF 08

PROJECT NUMBER
291705009

FINAL PLAT FOR

"THREE RIVERS RANCH - PARCEL 2"

BEING A REPLAT OF PARCEL 2 AS SHOWN ON THE MASTER PLAT FOR THREE RIVERS RANCH, AS RECORDED PER BOOK 1802, PG. 46 M.C.R., OF THE MARICOPA COUNTY RECORDER, BEING 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

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 OF PARCEL 2, BEING A REPLAT UNDER THE NAME "THREE RIVERS RANCH-PARCEL 2" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID THREE RIVERS RANCH-PARCEL 1 AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, 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 FINAL 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, TO BE DEDICATED TO THE CITY.

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

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.

VEHICULAR NON-ACCESS EASEMENT:
A PERPETUAL , NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PROHIBIT ALL USE OF MOTOR VEHICLES UPON THE EASEMENT. GRANTOR SHALL NOT INSTALL DRIVEWAYS OR OTHER MEANS OF VEHICULAR ACCESS UPON THE EASEMENT. GRANTOR SHALL MAINTAIN THE EASEMENT, INCLUDING ANY IMPROVEMENTS, IN A NEAT, SAFE AND CLEAN CONDITION. GRANTEE MAY ENJOY ANY VIOLATION OF THIS EASEMENT. GRANTEE MAY ENTER THE PROPERTY TO ENFORCE THIS EASEMENT. HOWEVER, THIS EASEMENT DOES NOT CREATE A PUBLIC ACCESS TO THE PROPERTY. MENTIONING REMEDIES IN THIS EASEMENT DOSE NOT LIMIT GRANTEE'S RIGHT TO OTHER REMEDIES.

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_____,

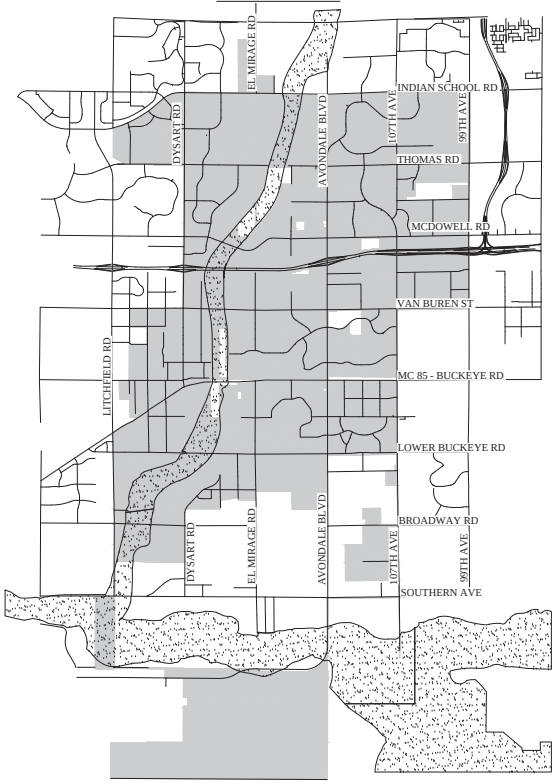
BY _____,

THE _____ OF THREE RIVERS RANCH LLC.,
A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

AREA MAP



SHEET INDEX:

01.....COVER SHEET
02.....NOTES SHEET
03.....LEGEND/KEY MAP
04.....TABLES
05-07.....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.

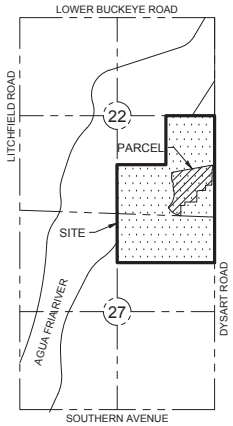
RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (ALL STREETS)	180,980 SF	4.155 AC
COLLECTOR	0 SF	0 AC
ARTERIAL	0 SF	0 AC

ACREAGE DETAIL:

GROSS ACREAGE: 20.667 AC
R/W ACREAGE: 4.154 AC
NET ACREAGE: 16.513 AC
NET = GROSS MINUS R/W

VICINITY MAP
N.T.S.



SE 1/4, SEC. 22,
T. 1 N., R. 1 W.
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

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.

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
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

Tel No. (602) 937-5511
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

DEVELOPER NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 2

ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
01 OF 07

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 NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1399.09 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 120.13 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 17.01 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 364.31 FEET;

THENCE SOUTH 04 DEGREES 23 MINUTES 24 SECONDS WEST, 55.23 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 176.78 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST, 139.80 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST, 134.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 16 SECONDS, AN ARC LENGTH OF 43.92 FEET.

THENCE SOUTH 79 DEGREES 52 MINUTES 20 SECONDS WEST, 59.60 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 296.93 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 322.54 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 91.78 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 107.81 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 276.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 05 DEGREES 00 MINUTES 17 SECONDS EAST, 410.00 FEET;

THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 10 SECONDS, AN ARC LENGTH OF 322.75 FEET.

THENCE NORTH 39 DEGREES 53 MINUTES 32 SECONDS WEST, 80.03 FEET;

THENCE NORTH 03 DEGREES 55 MINUTES 20 SECONDS EAST, 36.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 43 DEGREES 40 MINUTES 26 SECONDS WEST, 475.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56 DEGREES 27 MINUTES 07 SECONDS, AN ARC LENGTH OF 468.01 FEET.

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 148.28 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 27 SECONDS EAST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 50.00 FEET;

THENCE NORTH 55 DEGREES 07 MINUTES 33 SECONDS WEST, 28.28 FEET;

THENCE NORTH 10 DEGREES 07 MINUTES 33 SECONDS WEST, 91.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 29 SECONDS EAST, 110.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 54 MINUTES 50 SECONDS AN ARC LENGTH OF 10.86 FEET;

THENCE NORTH 79 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 1119.76 FEET TO THE POINT OF BEGINNING;

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, UNDER 69KV, 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. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
18. LOT 122, 123, 142, 143, AND 156 WILL REQUIRE A SEWER BACKWATER VALVE

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.
"THREE RIVERS RANCH MASTER PLAT", AS SHOWN IN BOOK 1802, PG. 46 M.C.R.

REVISIONS:

Tel No. (602) 957-5511
DRAWN BY: EDWARD
CHECKED BY: CHAD

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

CLIENT/OWNER: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 2

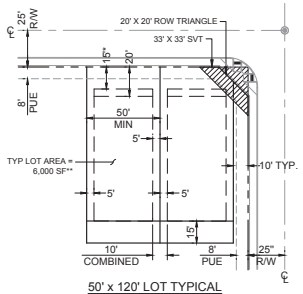
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
EXPIRES 12/31/2025
ARIZONA, U.S.A.

ORIGINAL PLAN DATE:

LATEST REVISION DATE:

SHEET NUMBER
02 OF 07

PROJECT NUMBER
291705009



50' x 120' LOT TYPICAL
NTS

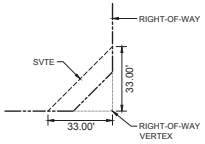
NOTES

*20' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE.

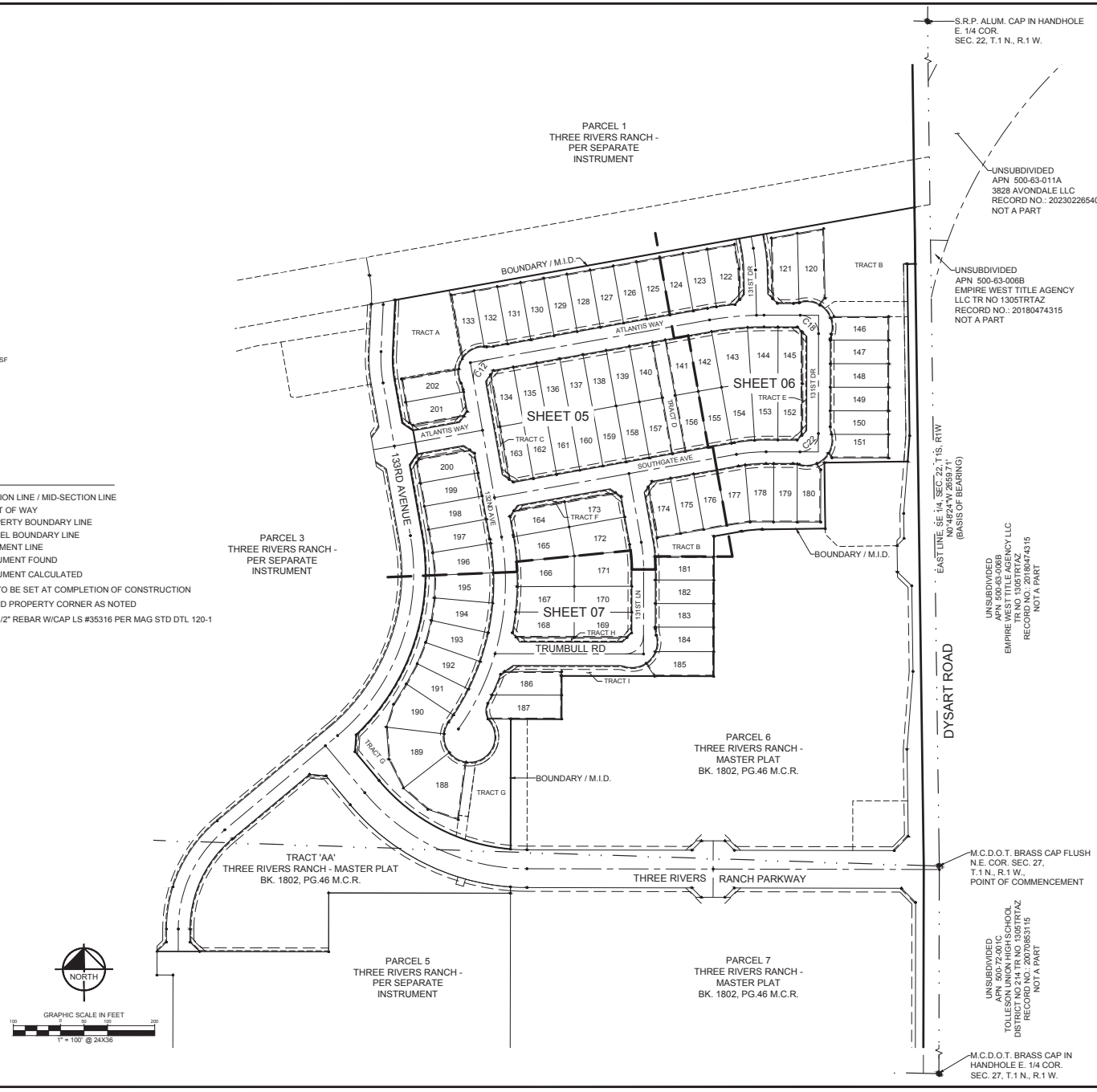
**MINIMUM LOT WIDTH IS 50' AND MINIMUM LOT AREA IS 6,000 SF AS ESTABLISHED IN THE THREE RIVERS RANCH PAD.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER	SECTION LINE / MID-SECTION LINE
BC	BRASS CAP	RIGHT OF WAY
BCF	BRASS CAP FLUSH	PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE	PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT	EASEMENT LINE
ESMT	EASEMENT	MONUMENT FOUND
FD	FOUND	MONUMENT CALCULATED
MC	MARICOPA COUNTY	BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS	FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER	SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT	
R/W	RIGHT OF WAY	
SVTE	SIGHT VISIBILITY EASEMENT	
UTIL	UTILITY EASEMENT	
VNAE	VEHICULAR NON-ACCESS EASEMENT	
WE	WATER UTILITY EASEMENT	



SIGHT VISIBILITY TRIANGLE EASEMENT
NTS



Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

REVISIONS

PROJECT NAME
THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
FINAL PLAT - PARCEL 2

PLAT TYPE

REGISTERED LAND SURVEYOR
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
03 OF 07

PROJECT NUMBER
291705009

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
120	8434.8	0.194
121	7965.7	0.183
122	7108.5	0.163
123	6364.3	0.146
124	6200.0	0.142
125	6200.0	0.142
126	6200.0	0.142
127	6200.0	0.142
128	6200.0	0.142
129	6200.0	0.142
130	6200.0	0.142
131	6200.0	0.142
132	6178.0	0.142
133	6227.0	0.143
134	6090.3	0.140

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
135	6000.0	0.138
136	6000.0	0.138
137	6000.0	0.138
138	6000.0	0.138
139	6000.0	0.138
140	6000.0	0.138
141	6000.0	0.138
142	6024.4	0.138
143	8419.1	0.193
144	7312.9	0.168
145	6070.0	0.139
146	6075.7	0.139
147	6200.0	0.142
148	6200.0	0.142
149	6200.0	0.142

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
150	6185.7	0.142
151	6115.6	0.140
152	6070.0	0.139
153	6399.8	0.147
154	6788.8	0.156
155	6058.2	0.139
156	6050.0	0.139
157	6050.0	0.139
158	6050.0	0.139
159	6050.0	0.139
160	6050.0	0.139
161	6050.0	0.139
162	6050.0	0.139
163	6141.3	0.141
164	6438.1	0.148

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
165	7029.9	0.161
166	7141.9	0.164
167	6642.0	0.152
168	6834.9	0.157
169	6492.5	0.149
170	6711.0	0.154
171	8553.9	0.196
172	8112.1	0.186
173	6438.1	0.148
174	5950.0	0.137
175	6000.0	0.138
176	6000.0	0.138
177	6678.7	0.153
178	6829.0	0.157
179	6197.7	0.142

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
180	6040.1	0.139
181	6210.1	0.143
182	6200.0	0.142
183	6200.0	0.142
184	6335.4	0.145
185	6927.5	0.159
186	6845.2	0.157
187	8001.0	0.184
188	10809.8	0.248
189	10809.8	0.248
190	8832.4	0.203
191	6825.1	0.157
192	6883.9	0.158
193	6932.6	0.159
194	6971.3	0.160

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
195	7030.1	0.161
196	6976.2	0.160
197	6356.5	0.146
198	6250.3	0.143
199	6250.2	0.143
200	6314.5	0.145
201	6317.3	0.145
202	6140.1	0.141

TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	33,005	0.758	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
B	69,156	1.588	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / UTILITY EASEMENT / EMERGENCY ACCESS EASEMENT
C	2,622	0.060	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	6,507	0.149	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	46,954	1.078	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / SEWER EASEMENT
H	2,267	0.052	LANDSCAPE / PUBLIC UTILITY EASEMENT
I	5,474	0.126	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	170,184	3.907	

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.60	S79°52'20"W
L2	36.08	N3°55'20"E
L3	28.28	N34°52'27"E
L4	50.00	N10°07'33"W
L5	28.28	N55°07'33"W
L6	25.60	N10°07'33"W
L7	16.16	N35°26'50"E
L8	11.84	N35°26'50"E
L9	16.00	S55°07'33"E
L10	12.28	S55°07'33"E
L11	17.38	N34°52'27"E
L12	10.90	N34°52'27"E
L13	14.48	N42°13'56"E
L14	14.52	N42°13'56"E
L15	14.32	N45°35'14"W
L16	14.31	N45°35'14"W

LINE TABLE		
LINE	LENGTH	BEARING
L17	14.14	S44°53'32"E
L18	14.14	S44°53'32"E
L19	14.14	S45°06'28"W
L20	14.14	S45°06'28"W
L21	17.38	S55°07'33"E
L22	10.90	S55°07'33"E
L23	14.14	N34°52'27"E
L24	14.14	N34°52'27"E
L25	14.14	S55°07'33"E
L26	14.14	S55°07'33"E
L27	14.14	N34°52'27"E
L28	14.14	N34°52'27"E
L29	12.31	N38°53'32"W
L30	12.87	N38°53'32"W
L31	21.79	N54°45'44"E
L32	10.83	N54°45'44"E

LINE TABLE		
LINE	LENGTH	BEARING
L33	14.14	S45°06'28"W
L34	14.14	S45°06'28"W
L35	19.00	N37°52'01"E
L36	65.61	N1°16'56"W
L37	52.92	N10°07'33"W
L38	8.00	N68°57'13"E
L39	12.34	S39°55'33"E
L40	15.83	N31°23'49"W
L41	32.68	S33°56'01"E
L42	9.44	S34°52'27"W
L43	9.44	N55°07'33"W
L44	26.32	N54°52'32"E
L45	28.01	N35°26'50"E
L46	28.28	S55°07'33"E
L47	28.28	N34°52'27"E
L48	29.01	N42°13'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L49	28.63	N45°35'14"W
L50	28.28	S55°07'33"E
L51	28.28	N34°52'27"E
L52	28.28	S55°07'33"E
L53	28.28	N34°52'27"E
L54	28.28	S45°06'28"W
L55	25.17	N38°53'32"W
L56	32.63	N54°45'44"E
L57	28.28	S45°06'28"W
L58	9.67	S7°40'46"W
L59	113.89	S7°40'46"W
L60	117.73	S7°40'46"W
L61	28.28	S44°53'32"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°19'16"	270.00'	43.92'	S84°31'58"W	43.88'
C2	12°44'39"	275.00'	61.17'	N3°45'13"W	61.04'
C3	1°54'50"	325.00'	10.86'	N1°39'41"E	10.85'
C4	8°50'37"	650.00'	100.33'	N84°17'46"E	100.23'
C5	1°23'24"	650.00'	15.77'	N89°24'46"E	15.77'
C6	8°50'37"	300.00'	46.31'	N5°42'14"W	46.26'
C7	10°14'01"	355.00'	63.41'	N84°59'27"E	63.32'
C8	10°14'01"	325.00'	58.05'	S5°00'33"E	57.97'
C9	15°56'33"	50.00'	13.91'	N18°05'49"W	13.87'
C10	121°53'05"	54.00'	114.87'	N34°52'27"E	94.41'
C11	15°56'33"	50.00'	13.91'	N87°50'43"E	13.87'
C12	90°00'00"	39.00'	61.26'	N34°52'27"E	55.15'
C13	8°50'37"	275.00'	42.45'	N5°42'14"W	42.40'
C14	8°50'37"	325.00'	50.16'	N5°42'14"W	50.11'
C15	15°56'33"	50.00'	13.91'	N82°08'12"E	13.87'
C16	121°53'05"	54.00'	114.87'	S44°53'32"E	94.41'
C17	15°56'33"	50.00'	13.91'	S8°04'44"W	13.87'
C18	90°00'00"	39.00'	61.26'	N44°53'32"W	55.15'
C19	15°56'33"	50.00'	13.91'	S7°51'48"E	13.87'
C20	121°53'05"	54.00'	114.87'	S45°06'28"W	94.41'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	15°56'33"	50.00'	13.91'	N81°55'16"W	13.87'
C22	90°00'00"	39.00'	61.26'	S45°06'28"W	55.15'
C23	21°13'04"	564.00'	208.86'	S0°28'59"W	207.67'
C24	45°35'19"	514.00'	408.98'	S12°40'06"W	398.27'
C25	6°49'42"	564.00'	67.22'	S23°50'48"W	67.18'
C26	65°34'10"	35.00'	40.05'	S5°31'25"E	37.90'
C27	253°46'16"	54.00'	239.17'	N88°34'38"E	86.38'
C28	15°56'33"	50.00'	13.91'	S81°55'16"E	13.87'
C29	121°53'05"	54.00'	114.87'	N45°06'28"E	94.41'
C30	15°56'33"	50.00'	13.91'	N7°51'48"W	13.87'
C31	90°00'00"	39.00'	61.26'	N45°06'28"E	55.15'
C32	45°35'19"	539.00'	428.87'	S12°40'06"W	417.64'

Tel No. (602) 837-5511
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAT TITLE
FINAL PLAT - PARCEL 2

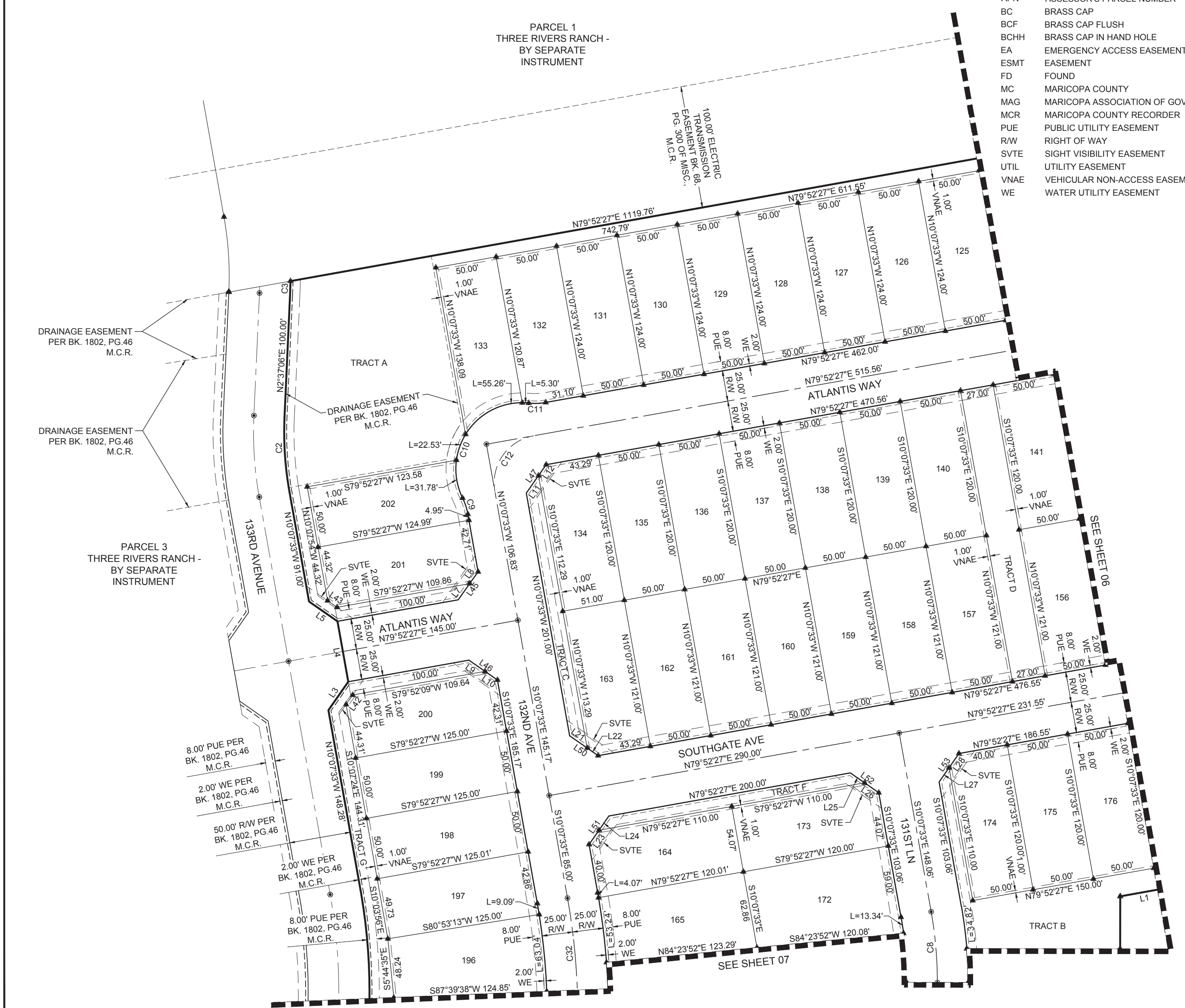
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
04 OF 07

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
UTIL	UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WE	WATER UTILITY EASEMENT

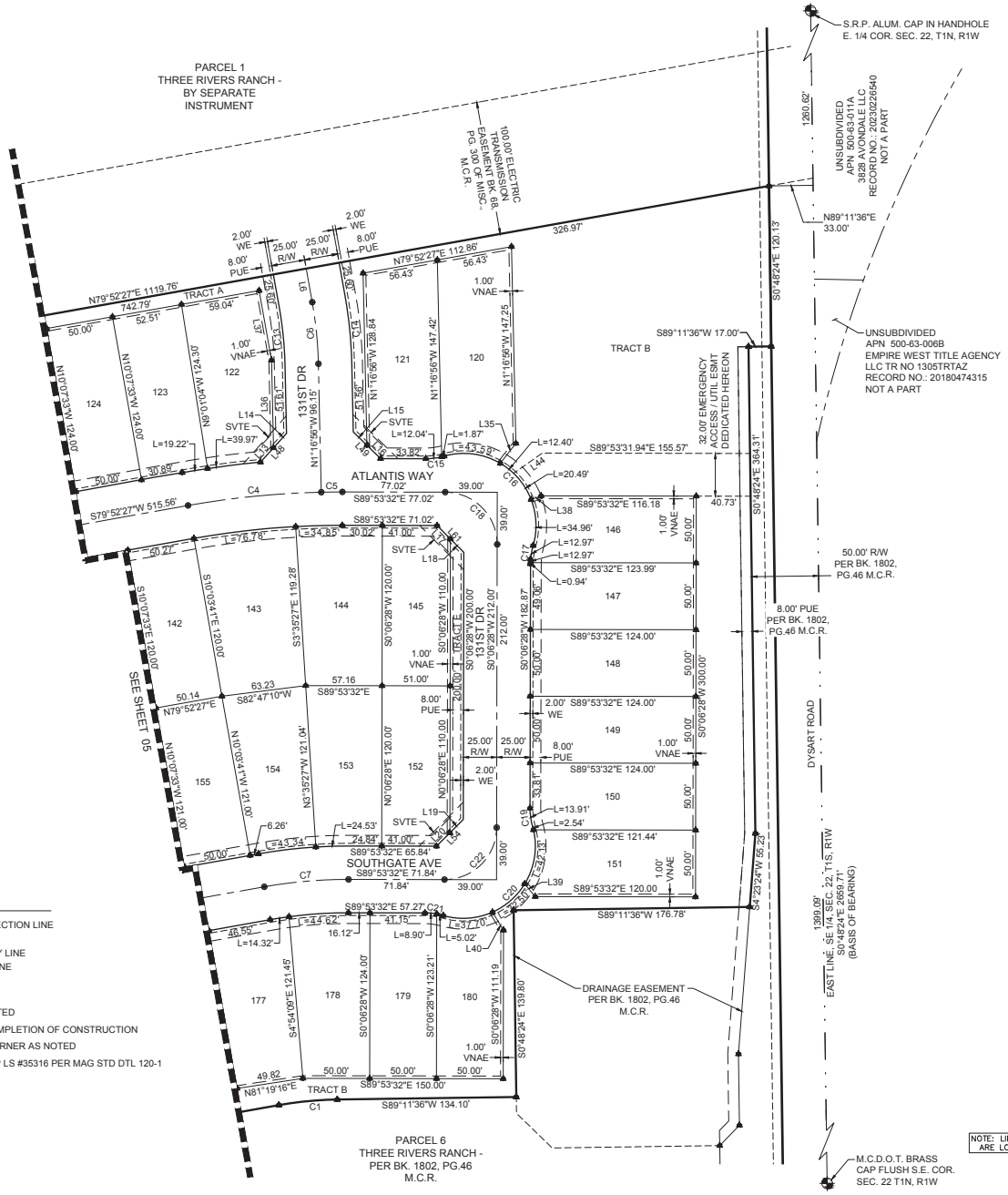
- SECTION LINE / MID-SECTION LINE
- RIGHT OF WAY
- PROPERTY BOUNDARY LINE
- PARCEL BOUNDARY LINE
- EASEMENT LINE
- MONUMENT FOUND
- MONUMENT CALCULATED
- BCF TO BE SET AT COMPLETION OF CONSTRUCTION
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel. No. (602) 837-5511

THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
FINAL PLAT - PARCEL 2

35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

SHEET NUMBER
05 OF 07
PROJECT NUMBER
291705009



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

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
UTIL	UTILITY 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

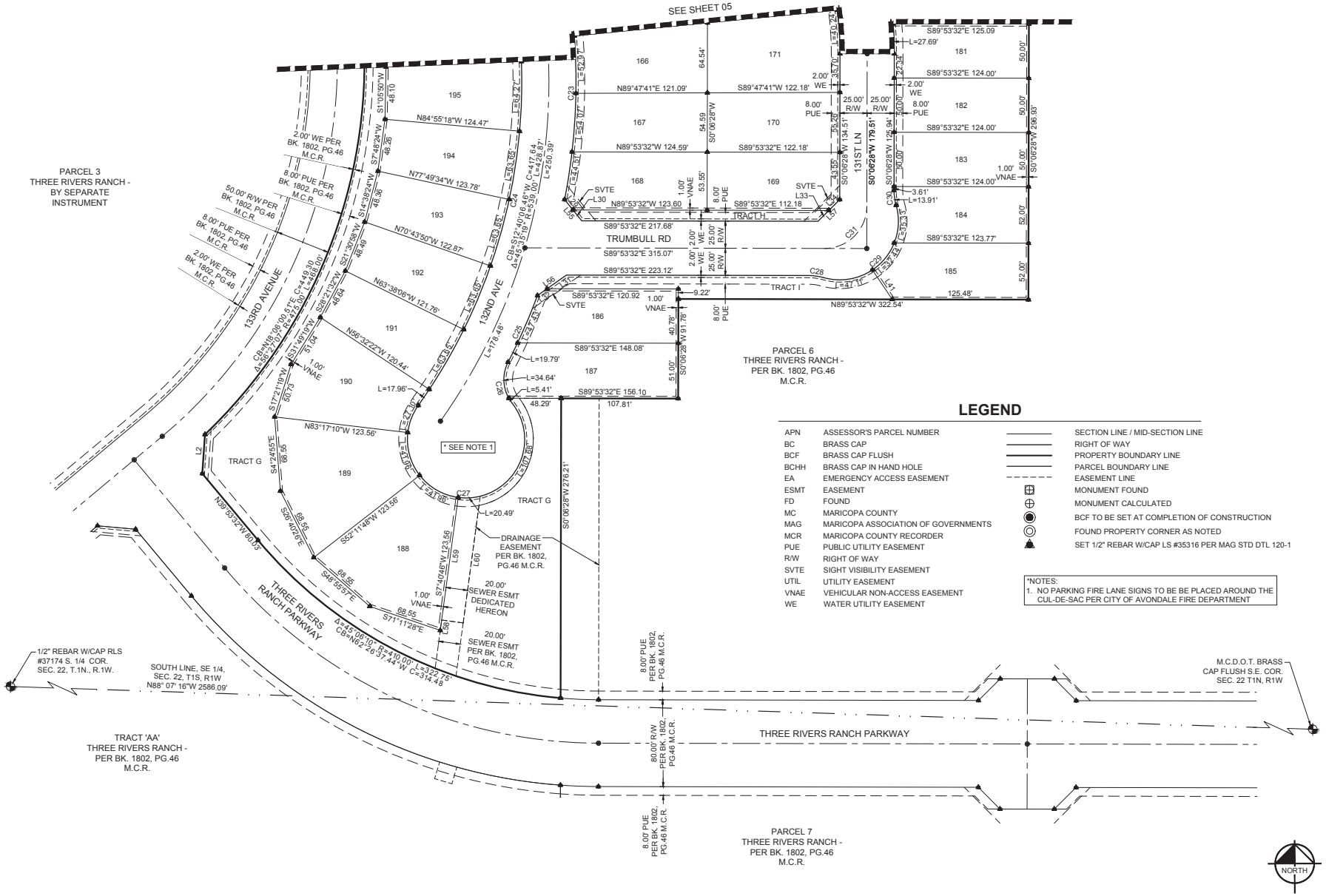
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 2

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/05/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
06 OF 07
PROJECT NUMBER
291705009



LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

*NOTES:
1. NO PARKING FIRE LANE SIGNS TO BE BE PLACED AROUND THE CUL-DE-SAC PER CITY OF AVONDALE FIRE DEPARTMENT

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 2

REGISTERED LAND SURVEYOR
REGISTERED LAND SURVEYOR
CHAD HUBER
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
07 OF 07

PROJECT NUMBER
291705009

FINAL PLAT FOR
"THREE RIVERS RANCH - PARCEL 3"

BEING A REPLAT OF PARCEL 3 AS SHOWN ON THE MASTER PLAT FOR THREE RIVERS RANCH, AS RECORDED PER BOOK 1802, PG. 46 M.C.R., OF THE MARICOPA COUNTY RECORDER, BEING A PORTION OF 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

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 OF PARCEL 3, BEING A REPLAT UNDER THE NAME "THREE RIVERS RANCH-PARCEL 3" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID THREE RIVERS RANCH-PARCEL 3 AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, 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 FINAL 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.

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

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.

VEHICULAR NON-ACCESS EASEMENT:
A PERPETUAL , NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PROHIBIT ALL USE OF MOTOR VEHICLES UPON THE EASEMENT. GRANTOR SHALL NOT INSTALL DRIVEWAYS OR OTHER MEANS OF VEHICULAR ACCESS UPON THE EASEMENT. GRANTOR SHALL MAINTAIN THE EASEMENT, INCLUDING ANY IMPROVEMENTS, IN A NEAT, SAFE AND CLEAN CONDITION. GRANTEE MAY ENJOY ANY VIOLATION OF THIS EASEMENT. GRANTEE MAY ENTER THE PROPERTY TO ENFORCE THIS EASEMENT. HOWEVER, THIS EASEMENT DOES NOT CREATE A PUBLIC ACCESS TO THE PROPERTY. MENTIONING REMEDIES IN THIS EASEMENT DOSE NOT LIMIT GRANTEE'S RIGHT TO OTHER REMEDIES.

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 _____,

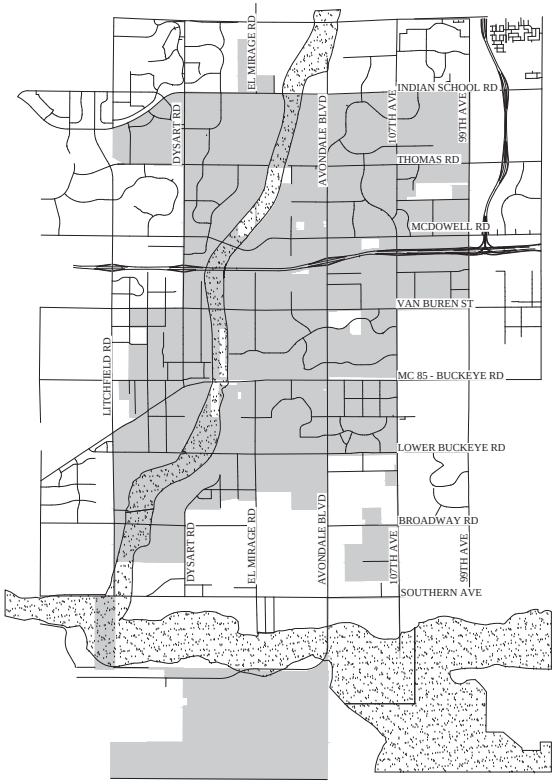
THE _____ OF THREE RIVERS RANCH LLC.,
A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (ALL STREETS)	217,807 SF	5.000 AC
COLLECTOR	0 SF	0 AC
ARTERIAL	0 SF	0 AC



SHEET INDEX:

01.....COVER SHEET
02.....NOTES SHEET
03.....LEGEND/KEY MAP
04.....TABLES
05-08.....PLAN SHEETS

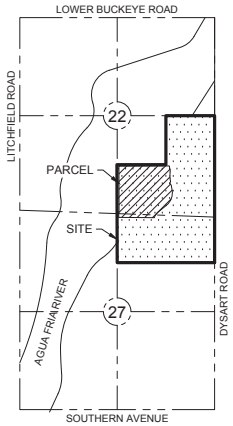
100 YEAR ASSURED WATER SUPPLY:

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: 42.962 AC
R/W ACREAGE: 5.000 AC
NET ACREAGE: 37.962 AC
NET = GROSS MINUS R/W

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

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.

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
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
EXPIRES 12/31/24
ARIZONA, U.S.A.

REVISIONS:

Tel No. (602) 957-5511
06/03/2024

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

DEVELOPER NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 3

ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
01 OF 08

PROJECT NUMBER
291705009

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 AND 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 NORTH 88 DEGREES 07 MINUTES 16 SECONDS WEST, BEING THE SOUTH LINE OF SECTION 22, 2576.08 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 1308.61 FEET;

THENCE SOUTH 88 DEGREES 21 MINUTES 57 SECONDS EAST, 1361.11 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 101.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 61.17 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 06 SECONDS WEST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 72.29 FEET.

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 91.00 FEET;

THENCE SOUTH 34 DEGREES 52 MINUTES 27 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 55 DEGREES 07 MINUTES 33 SECONDS EAST, 28.28 FEET;

THENCE SOUTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, 148.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 425.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 14 MINUTES 01 SECONDS, AN ARC LENGTH OF 446.79 FEET;

THENCE SOUTH 50 DEGREES 06 MINUTES 28 SECONDS WEST, 312.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 40 MINUTES 55 SECONDS, AN ARC LENGTH OF 171.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 958.70 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 127.33 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 16 SECONDS EAST 10.01 FEET, TO THE POINT OF BEGINNING.

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, UNDER 69KV, 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. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
18. LOTS 217, 308, 309, 310, AND 319 WILL REQUIRE A SEWER BACKWATER VALVE.

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.
"THREE RIVERS RANCH MASTER PLAT", AS SHOWN IN BOOK 1802, PG. 46 M.C.R.

REVISIONS

Tel No. (602) 837-5511
DATE
DRAWN BY
CHECKED BY

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 3

SEALED

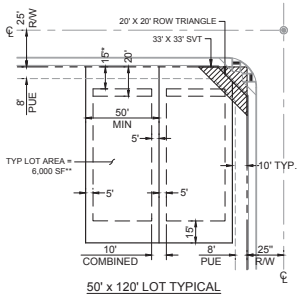
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
02 OF 08

PROJECT NUMBER
291705009



50' x 120' LOT TYPICAL
NTS

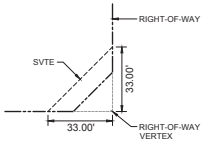
NOTES

*20' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE.

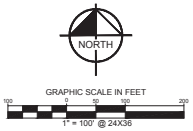
**MINIMUM LOT WIDTH IS 50' AND MINIMUM LOT AREA IS 6,000 SF AS ESTABLISHED IN THE THREE RIVERS RANCH PAD.

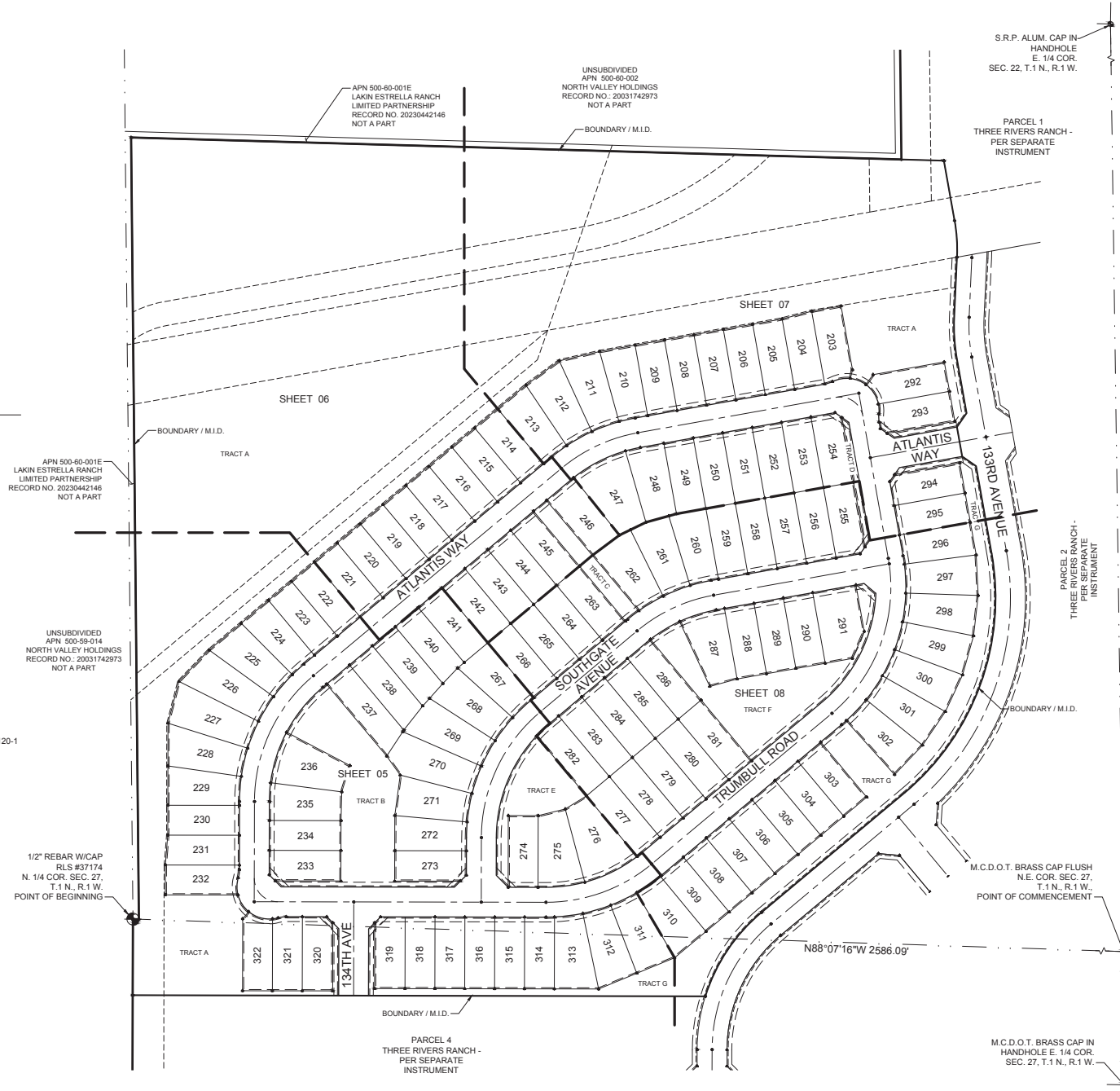
LEGEND

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





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THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
FINAL PLAT - PARCEL 3

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/05/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
LATEST REVISION DATE

SHEET NUMBER
03 OF 08

PROJECT NUMBER
291705009

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
203	6039.8	0.139
204	6219.3	0.143
205	6000.0	0.138
206	6000.0	0.138
207	6000.0	0.138
208	6000.0	0.138
209	6000.0	0.138
210	6581.9	0.151
211	7328.8	0.168
212	7345.2	0.169
213	6660.7	0.153
214	6000.0	0.138
215	6000.0	0.138
216	6000.0	0.138
217	6000.0	0.138
218	6000.0	0.138
219	6000.0	0.138
220	6000.0	0.138

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
221	6000.0	0.138
222	6000.0	0.138
223	6000.0	0.138
224	6540.0	0.150
225	7415.4	0.170
226	8377.2	0.192
227	8617.0	0.198
228	7732.4	0.178
229	6930.2	0.159
230	6000.0	0.138
231	6100.0	0.140
232	6095.1	0.140
233	6070.0	0.139
234	6000.0	0.138
235	6704.0	0.154
236	8192.9	0.188
237	7472.4	0.172
238	6829.8	0.157

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
239	6382.6	0.147
240	6071.7	0.139
241	6187.9	0.142
242	6000.0	0.138
243	6000.0	0.138
244	6000.0	0.138
245	6000.0	0.138
246	7021.1	0.161
247	9225.4	0.212
248	7267.2	0.167
249	6000.0	0.138
250	6000.0	0.138
251	6000.0	0.138
252	6000.0	0.138
253	6000.0	0.138
254	6070.0	0.139
255	6070.0	0.139
256	6000.0	0.138

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
257	6000.0	0.138
258	6000.0	0.138
259	6000.0	0.138
260	6768.7	0.155
261	7212.5	0.166
262	7630.0	0.175
263	6000.0	0.138
264	6000.0	0.138
265	6000.0	0.138
266	6000.0	0.138
267	6925.0	0.159
268	7433.5	0.171
269	8133.4	0.187
270	8750.1	0.201
271	7107.5	0.163
272	6438.1	0.148
273	6058.0	0.139
274	6000.0	0.138

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
275	7817.8	0.179
276	9110.7	0.209
277	6642.6	0.152
278	6625.0	0.152
279	6625.0	0.152
280	6625.0	0.152
281	6625.0	0.152
282	6623.5	0.152
283	6625.0	0.152
284	6625.0	0.152
285	6625.0	0.152
286	6624.7	0.152
287	7624.0	0.175
288	6000.0	0.138
289	6000.0	0.138
290	6000.0	0.138
291	8267.5	0.190
292	6329.9	0.145

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
293	6261.4	0.144
294	6115.3	0.140
295	6044.4	0.139
296	6340.5	0.146
297	7006.3	0.161
298	7006.3	0.161
299	7006.3	0.161
300	7006.3	0.161
301	7006.3	0.161
302	7006.3	0.161
303	6000.0	0.138
304	6000.0	0.138
305	6000.0	0.138
306	6000.0	0.138
307	6000.0	0.138
308	6000.0	0.138
309	6038.1	0.139
310	7115.8	0.163

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
311	7184.8	0.165
312	7293.8	0.167
313	7516.7	0.173
314	6001.6	0.138
315	6000.0	0.138
316	6000.0	0.138
317	6000.0	0.138
318	6000.0	0.138
319	6070.0	0.139
320	6274.0	0.144
321	6164.0	0.142
322	6198.5	0.142

TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	727,354	16.698	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ELECTRICAL EASEMENT / TRAIL EASEMENT / FLOWAGE EASEMENT
B	31,958	0.734	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
C	6,766	0.155	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	13,480	0.309	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
F	28,343	0.651	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
G	57,526	1.321	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	867,526	19.916	

LINE TABLE		
LINE	LENGTH	BEARING
L1	101.81	S10°07'33.09"E
L2	100.00	S2°37'06.25"W
L3	28.28	S34°52'26.91"W
L4	50.00	S10°07'33.09"E
L5	28.28	S55°07'33.09"E
L6	10.01	S88°07'16.00"E
L8	171.15	S10°07'33.09"E
L9	14.14	N55°07'33.09"W
L10	14.14	N55°07'33.09"W
L11	14.14	S34°52'26.91"W
L12	14.14	S34°52'26.91"W
L13	14.14	N55°07'33.09"W
L14	14.14	N55°07'33.09"W
L15	17.79	S50°06'27.64"W
L16	23.23	S50°06'27.64"W
L17	7.89	S50°06'27.64"W
L18	6.53	S0°06'28.06"W
L19	7.65	S0°06'28.06"W
L20	10.96	N10°07'33.09"W
L21	14.14	S44°53'31.94"E

LINE TABLE		
LINE	LENGTH	BEARING
L22	14.14	S44°53'31.94"E
L23	14.14	N34°52'26.91"E
L24	14.14	N34°52'26.91"E
L25	25.66	S50°02'01.86"E
L26	28.28	N44°53'31.94"W
L27	14.14	N45°06'28.06"E
L28	14.14	N45°06'28.06"E
L29	14.14	S45°06'28.06"W
L30	14.14	S45°06'28.06"W
L31	14.14	S44°53'32.49"E
L32	14.14	S44°53'31.40"E
L33	13.74	N79°52'26.91"E
L34	12.79	N79°52'26.91"E
L35	14.08	N79°52'26.91"E
L36	4.49	N50°06'27.64"E
L37	6.74	S50°06'27.64"W
L38	20.59	N36°14'15.50"E
L39	14.94	N13°51'03.64"E
L40	13.41	S74°34'54.95"W
L41	39.65	S74°34'54.95"W

LINE TABLE		
LINE	LENGTH	BEARING
L42	28.87	S64°02'55.05"W
L43	20.50	S64°02'55.05"W
L44	56.42	S53°13'16.48"W
L45	56.42	S53°13'16.48"W
L46	35.99	S43°42'53.22"W
L47	38.94	N35°26'12.03"W
L48	15.67	S39°40'38.86"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°44'39"	275.00'	61.17'	S3°45'13"E	61.04'
C2	12°44'39"	325.00'	72.29'	S3°45'13"E	72.14'
C3	1°56'35"	275.00'	9.33'	S9°09'15"E	9.33'
C4	90°00'00"	39.00'	61.26'	N55°07'33"W	55.15'
C5	15°56'33"	50.00'	13.91'	N2°09'17"W	13.87'
C6	121°53'05"	54.00'	114.87'	N55°07'33"W	94.41'
C7	15°56'33"	50.00'	13.91'	S71°54'11"W	13.87'
C8	17°30'18"	54.00'	16.50'	N2°56'09"W	16.43'
C9	42°04'26"	54.00'	39.65'	N32°43'31"W	38.77'
C10	29°50'07"	54.00'	28.12'	N68°40'48"W	27.80'
C11	32°28'14"	54.00'	30.60'	S80°10'01"W	30.19'
C12	5°18'21"	300.00'	27.78'	S77°13'17"W	27.77'
C13	1°19'21"	250.00'	5.77'	S50°46'08"W	5.77'
C14	90°00'00"	39.00'	61.26'	S44°53'32"E	55.15'
C15	15°56'33"	50.00'	13.91'	S8°04'44"W	13.87'
C16	121°53'05"	54.00'	114.87'	S44°53'32"E	94.41'
C17	15°56'33"	50.00'	13.91'	N82°08'12"E	13.87'
C18	30°44'12"	54.00'	28.97'	S0°40'55"W	28.62'
C19	35°38'10"	54.00'	33.59'	S32°30'16"E	33.05'
C20	45°32'27"	54.00'	42.92'	S73°05'35"E	41.80'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	9°58'16"	54.00'	9.40'	N79°09'04"E	9.39'
C22	2°44'45"	300.00'	14.38'	S8°45'11"E	14.38'
C23	1°58'47"	300.00'	10.37'	S49°07'04"W	10.37'
C24	2°26'32"	250.00'	10.66'	S51°19'44"W	10.66'
C25	0°21'48"	300.00'	1.90'	S50°17'22"W	1.90'
C26	4°31'30"	300.00'	23.69'	N52°22'13"E	23.69'
C27	1°49'13"	250.00'	7.94'	N51°01'04"E	7.94'
C28	7°06'54"	250.00'	31.04'	S46°33'01"W	31.02'

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OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 3

SEAL

ORIGINAL PLAT DATE

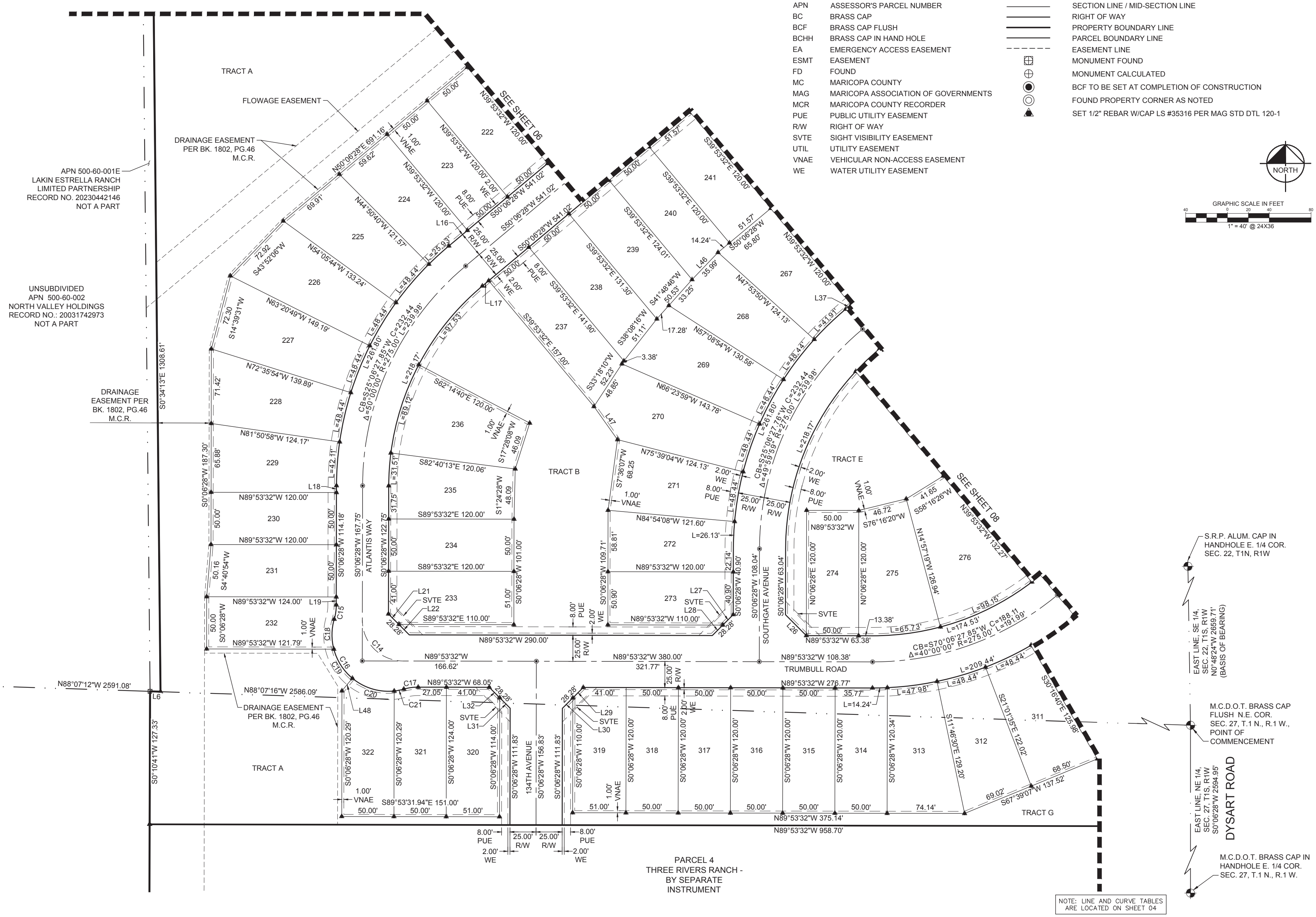
LATEST REVISION DATE

SHEET NUMBER
04 OF 08

PROJECT NUMBER
291705009

LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		



NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

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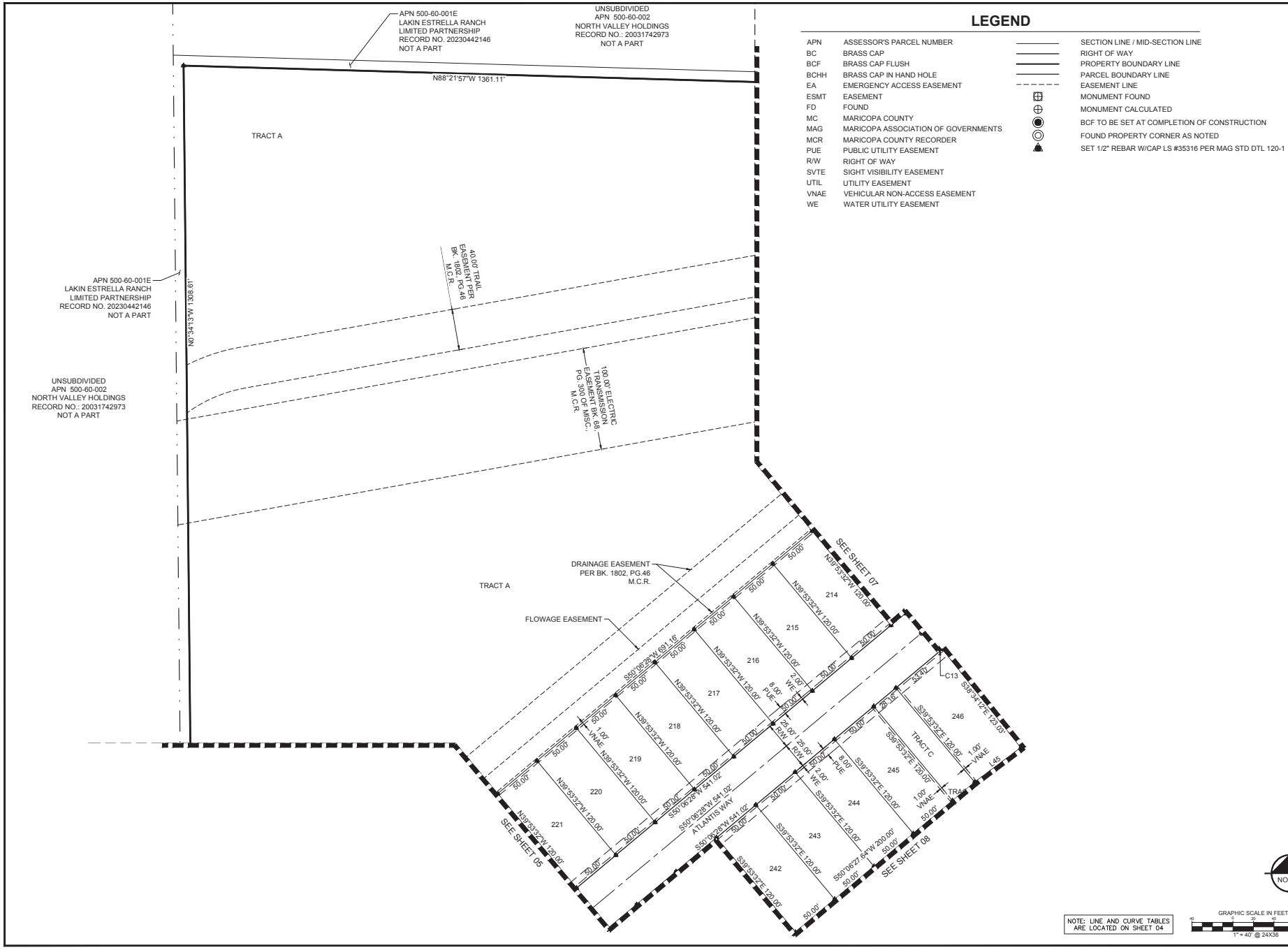
THREE RIVERS RANCH, LLC
THREE RIVERS RANCH
FINAL PLAT - PARCEL 3

35316 CHAD HUBER 06/03/2024 ARIZONA, U.S.A.

SHEET NUMBER 05 OF 08
PROJECT NUMBER 291705009



LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

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OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 3

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD HUBER
06/03/2024
EXPIRES 12/31/2025
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
06 OF 08

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
UTIL	UTILITY 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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 3

REGISTERED LAND SURVEYOR
35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
07 OF 08

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	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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
40 0 20 40 80
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAT TITLE
FINAL PLAT - PARCEL 3

REGISTERED LAND SURVEYOR
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD HUBER
09/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
08 OF 08

PROJECT NUMBER
291705009

FINAL PLAT FOR

"THREE RIVERS RANCH - PARCEL 4"

BEING A REPLAT OF PARCEL 4 AS SHOWN ON THE MASTER PLAT FOR THREE RIVERS RANCH, AS RECORDED PER BOOK 1802, PG. 46 M.C.R., OF THE MARICOPA COUNTY RECORDER, BEING 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

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 OF PARCEL 4, BEING A REPLAT UNDER THE NAME "THREE RIVERS RANCH-PARCEL 4" BEING 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, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID THREE RIVERS RANCH-PARCEL 4 AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, 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 FINAL 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.

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

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.

VEHICULAR NON-ACCESS EASEMENT:
A PERPETUAL , NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PROHIBIT ALL USE OF MOTOR VEHICLES UPON THE EASEMENT. GRANTOR SHALL NOT INSTALL DRIVEWAYS OR OTHER MEANS OF VEHICULAR ACCESS UPON THE EASEMENT. GRANTOR SHALL MAINTAIN THE EASEMENT, INCLUDING ANY IMPROVEMENTS, IN A NEAT, SAFE AND CLEAN CONDITION. GRANTEE MAY ENJOY ANY VIOLATION OF THIS EASEMENT. GRANTEE MAY ENTER THE PROPERTY TO ENFORCE THIS EASEMENT. HOWEVER, THIS EASEMENT DOES NOT CREATE A PUBLIC ACCESS TO THE PROPERTY. MENTIONING REMEDIES IN THIS EASEMENT DOSE NOT LIMIT GRANTEE'S RIGHT TO OTHER REMEDIES.

ACCESS EASEMENT:
A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON FOR CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR ADJACENT PROPERTY ACCESS PURPOSES.

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

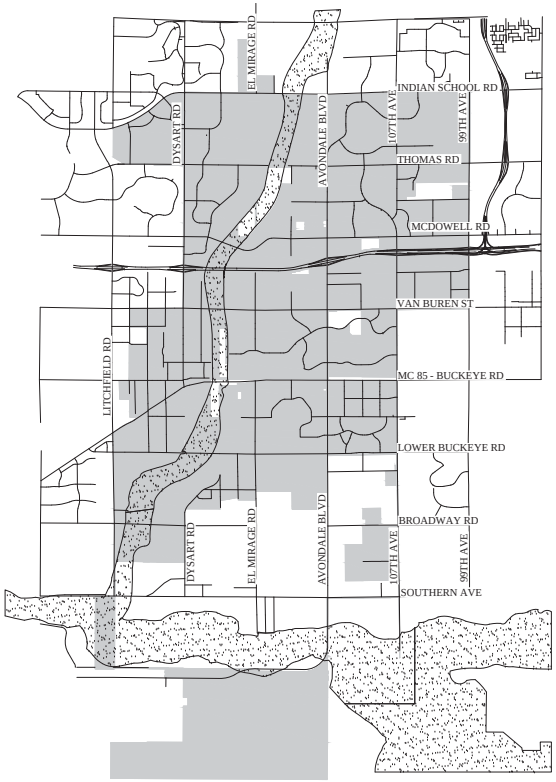
_____ 20_____,

BY _____,

THE _____ OF THREE RIVERS RANCH LLC.,
A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES



SHEET INDEX:

01.....COVER SHEET
02.....NOTES SHEET
03.....LEGEND/KEY MAP
04.....TABLES
05-06.....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.

RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (ALL STREETS)	224,072 SF	5.144 AC
COLLECTOR	0 SF	0 AC
ARTERIAL	0 SF	0 AC

ACREAGE DETAIL:

GROSS ACREAGE: 26.285 AC
R/W ACREAGE: 5.144 AC
NET ACREAGE: 21.141 AC
NET = GROSS MINUS R/W

OWNER:

THREE RIVERS RANCH, LLC
4340 E. INDIAN SCHOOL RD, STE 21-204
PHOENIX, ARIZONA 85018
PHONE: (602) 777-0505
CONTACT: JIM STOCKWELL

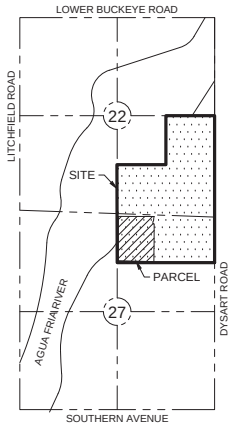
SURVEYOR:

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.



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
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

Tel No. (602) 837-5511
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

CLIENT
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 4

ISSUE DATE
CURRENT PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
01 OF 06
PROJECT NUMBER
291705009

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN 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 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 234.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 1626.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 680.00 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 4.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 342.75 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 956.76 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 41 SECONDS EAST, 1186.09 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 958.70 TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONVEX SOUTHERNLY, FROM WHICH THE CENTER BEARS SOUTH 72 DEGREES 34 MINUTES 28 SECONDS EAST, 300.00 FEET;

THENCE ALONG SAID CURVE TURN TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17 DEGREES 19 MINUTES 04 SECONDS, AN ARC LENGTH OF 90.68 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 27.70 FEET;

THENCE SOUTH 45 DEGREES 06 MINUTES 28 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 33.91 FEET TO THE POINT OF BEGINNING.

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, UNDER 69KV, 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. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
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. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
18. LOTS 420 WILL REQUIRE A SEWER BACKWATER VALVE.

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.
"THREE RIVERS RANCH MASTER PLAT", AS SHOWN IN BOOK 1802, PG. 46 M.C.R.

REVISIONS:

Tel No. (602) 837-5511
DRAWN BY: BAURIO
CHECKED BY: BAURIO

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER OR DEVELOPER: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 4

SEAL AND DATE
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
EXPIRES 12/31/2025
ARIZONA, U.S.A.

ORIGINAL PLAT DATE:

LATEST REVISION DATE:

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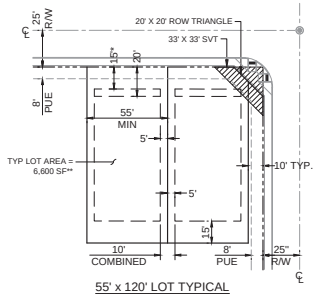
02 OF 06

PROJECT NUMBER
291705009



55' x 120' LOT TYPICAL
NTS

NOTES

*20' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE.

**MINIMUM LOT WIDTH IS 55' AND MINIMUM LOT AREA IS 6,600 SF AS ESTABLISHED IN THE THREE RIVERS RANCH PAD.

LEGEND

BCHH	BRASS CAP IN HAND HOLE	SECTION LINE / MID-SECTION LINE
MC	MARICOPA COUNTY	RIGHT OF WAY
BC	BRASS CAP	PARCEL BOUNDARY LINE
BCF	BRASS CAP FLUSH	LOT BOUNDARY LINE
APN	ASSESSOR'S PARCEL NUMBER	EASEMENT LINE
FD	FOUND	MONUMENT AS NOTED
MCR	MARICOPA COUNTY RECORDER	BCF TO BE SET AT COMPLETION OF CONSTRUCTION
ESMT	EASEMENT	
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SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT	
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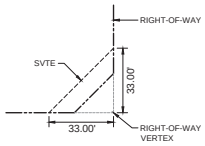
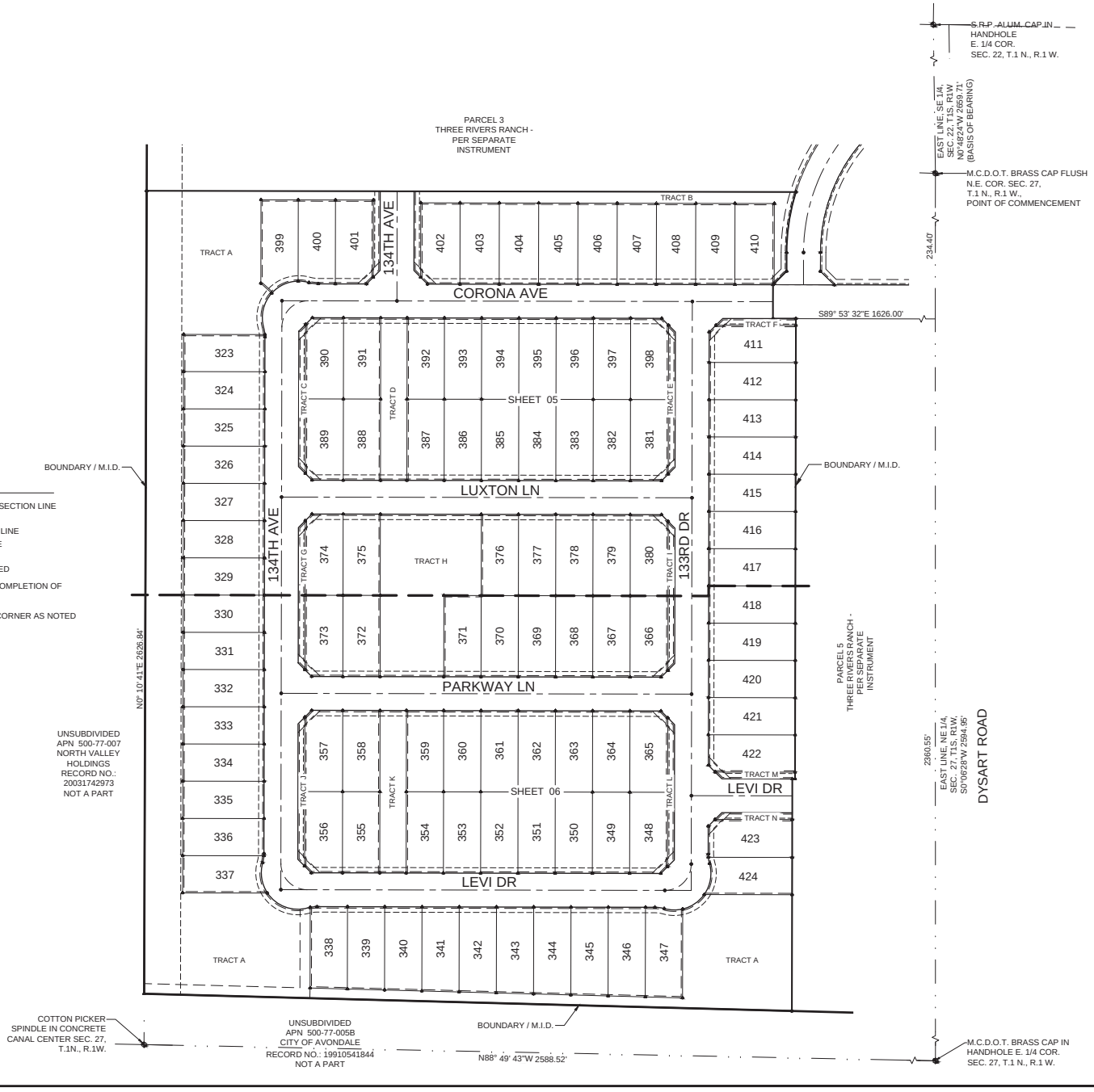
EA	EMERGENCY ACCESS EASEMENT	
WE	WATER UTILITY EASEMENT	



SIGHT VISIBILITY TRIANGLE EASEMENT
NTS



Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

ORIGINAL PLANS DATE
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 4

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

LATEST REVISION DATE

SHEET NUMBER
03 OF 06

PROJECT NUMBER
291705009

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
323	6599.8	0.152
324	6600.0	0.152
325	6600.0	0.152
326	6600.0	0.152
327	6600.0	0.152
328	6600.0	0.152
329	6600.0	0.152
330	6600.0	0.152
331	6600.0	0.152
332	6600.0	0.152
333	6600.0	0.152
334	6600.0	0.152
335	6600.0	0.152
336	6599.8	0.152
337	6510.0	0.149
338	6642.1	0.152
339	6720.4	0.154

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
340	6795.2	0.156
341	6870.0	0.158
342	6944.9	0.159
343	7019.7	0.161
344	7094.5	0.163
345	7169.3	0.165
346	7244.2	0.166
347	7217.2	0.166
348	6670.0	0.153
349	6600.0	0.152
350	6600.0	0.152
351	6600.0	0.152
352	6600.0	0.152
353	6600.0	0.152
354	6600.0	0.152
355	6600.0	0.152
356	6670.0	0.153

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
357	6670.0	0.153
358	6600.0	0.152
359	6600.0	0.152
360	6600.0	0.152
361	6600.0	0.152
362	6600.0	0.152
363	6600.0	0.152
364	6600.0	0.152
365	6670.0	0.153
366	6670.0	0.153
367	6600.0	0.152
368	6600.0	0.152
369	6600.0	0.152
370	6600.0	0.152
371	6600.0	0.152
372	6600.0	0.152
373	6670.0	0.153

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
374	6670.0	0.153
375	6600.0	0.152
376	6600.0	0.152
377	6600.0	0.152
378	6600.0	0.152
379	6600.0	0.152
380	6670.0	0.153
381	6670.0	0.153
382	6600.0	0.152
383	6600.0	0.152
384	6600.0	0.152
385	6600.0	0.152
386	6600.0	0.152
387	6600.0	0.152
388	6600.0	0.152
389	6670.0	0.153
390	6670.0	0.153

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
391	6600.0	0.152
392	6600.0	0.152
393	6600.0	0.152
394	6600.0	0.152
395	6600.0	0.152
396	6600.0	0.152
397	6600.0	0.152
398	6670.0	0.153
399	6990.3	0.160
400	6757.4	0.155
401	6894.0	0.158
402	6910.0	0.159
403	6960.0	0.160
404	6960.0	0.160
405	6960.0	0.160
406	6960.0	0.160
407	6960.0	0.160

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
408	6960.0	0.160
409	6960.0	0.160
410	6958.5	0.160
411	6990.0	0.160
412	7040.0	0.162
413	7040.0	0.162
414	7040.0	0.162
415	7040.0	0.162
416	7040.0	0.162
417	7040.0	0.162
418	7040.0	0.162
419	7040.0	0.162
420	7040.0	0.162
421	7040.0	0.162
422	6990.0	0.160
423	6893.7	0.158
424	6735.6	0.155

TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	156,970	3.604	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION / ACCESS EASEMENT
B	12,800	0.294	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	9,360	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,130	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	29,160	0.669	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / RETENTION
I	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
K	9,360	0.215	LANDSCAPE / PUBLIC UTILITY EASEMENT
L	2,100	0.048	LANDSCAPE / PUBLIC UTILITY EASEMENT
M	1,130	0.026	LANDSCAPE / PUBLIC UTILITY EASEMENT
N	1,090	0.025	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	219,920	5.049	

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.00	N89°53'31.94"W
L2	27.70	S0°06'28.06"W
L3	28.28	S45°06'28.06"W
L4	50.00	S0°06'28.06"W
L5	33.91	S89°53'31.94"E
L6	28.28	N45°06'28.06"E
L7	28.28	S45°06'28.06"W
L8	28.28	S44°53'31.94"E
L9	28.28	S44°53'31.94"E
L10	28.28	N45°06'28.06"E
L11	28.28	N44°53'31.94"W
L12	28.28	S45°06'28.06"W
L13	28.28	S45°06'28.06"W
L14	28.28	N44°53'31.94"W
L15	28.28	S44°53'31.94"E
L16	28.28	S45°06'28.06"W
L17	28.28	N45°06'28.06"E
L18	28.28	N44°53'31.94"W
L19	28.28	N44°53'31.94"W
L20	28.28	N45°06'28.06"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	28.28	S44°53'31.94"E
L22	28.28	N45°06'28.06"E
L23	41.43	N0°06'28.06"E
L24	10.00	S0°06'28.06"W
L25	10.00	S0°06'28.06"W
L26	10.00	S0°06'28.06"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	17°19'04"	300.00'	90.68'	S8°46'00"W	90.33'
C2	90°00'00"	39.00'	61.26'	S45°06'28"W	55.15'
C3	15°56'33"	50.00'	13.91'	S7°51'48"E	13.87'
C4	121°53'05"	54.00'	114.87'	S45°06'28"W	94.41'
C5	15°56'33"	50.00'	13.91'	N81°55'16"W	13.87'
C6	90°00'00"	39.00'	61.26'	S44°53'32"E	55.15'
C7	15°56'33"	50.00'	13.91'	S8°04'44"W	13.87'
C8	121°53'05"	54.00'	114.87'	S44°53'32"E	94.41'
C9	15°56'33"	50.00'	13.91'	N82°08'12"E	13.87'
C10	90°00'00"	39.00'	61.26'	N45°06'28"E	55.15'
C11	15°56'33"	50.00'	13.91'	S81°55'16"E	13.87'
C12	121°53'05"	54.00'	114.87'	N45°06'28"E	94.41'
C13	15°56'33"	50.00'	13.91'	N7°51'48"W	13.87'

Tel. No. (602) 837-5511

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

OWNER'S NAME
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 4

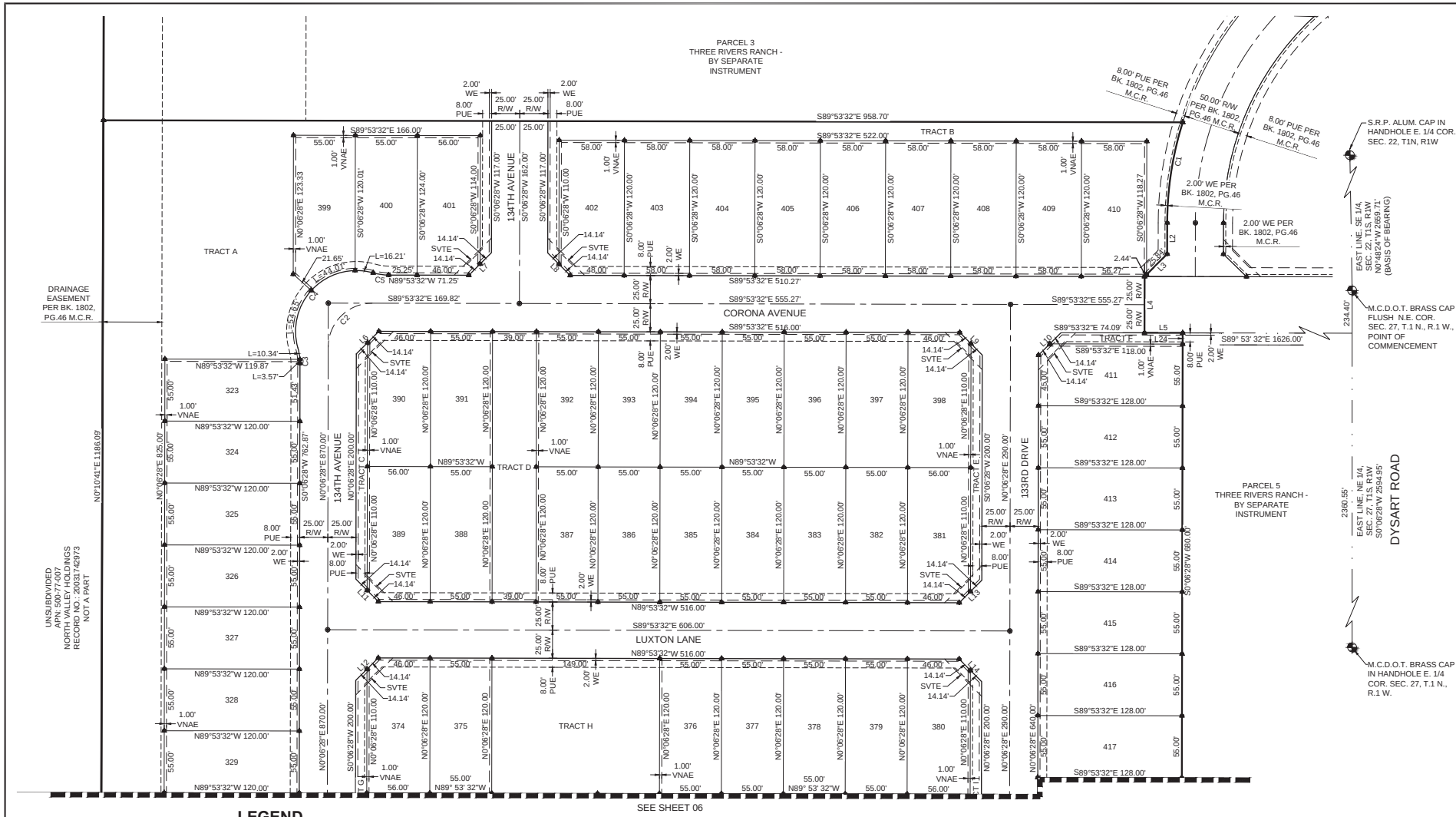
SEALED
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
04 OF 06

PROJECT NUMBER
291705009



LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
1" = 40' @ 24X36

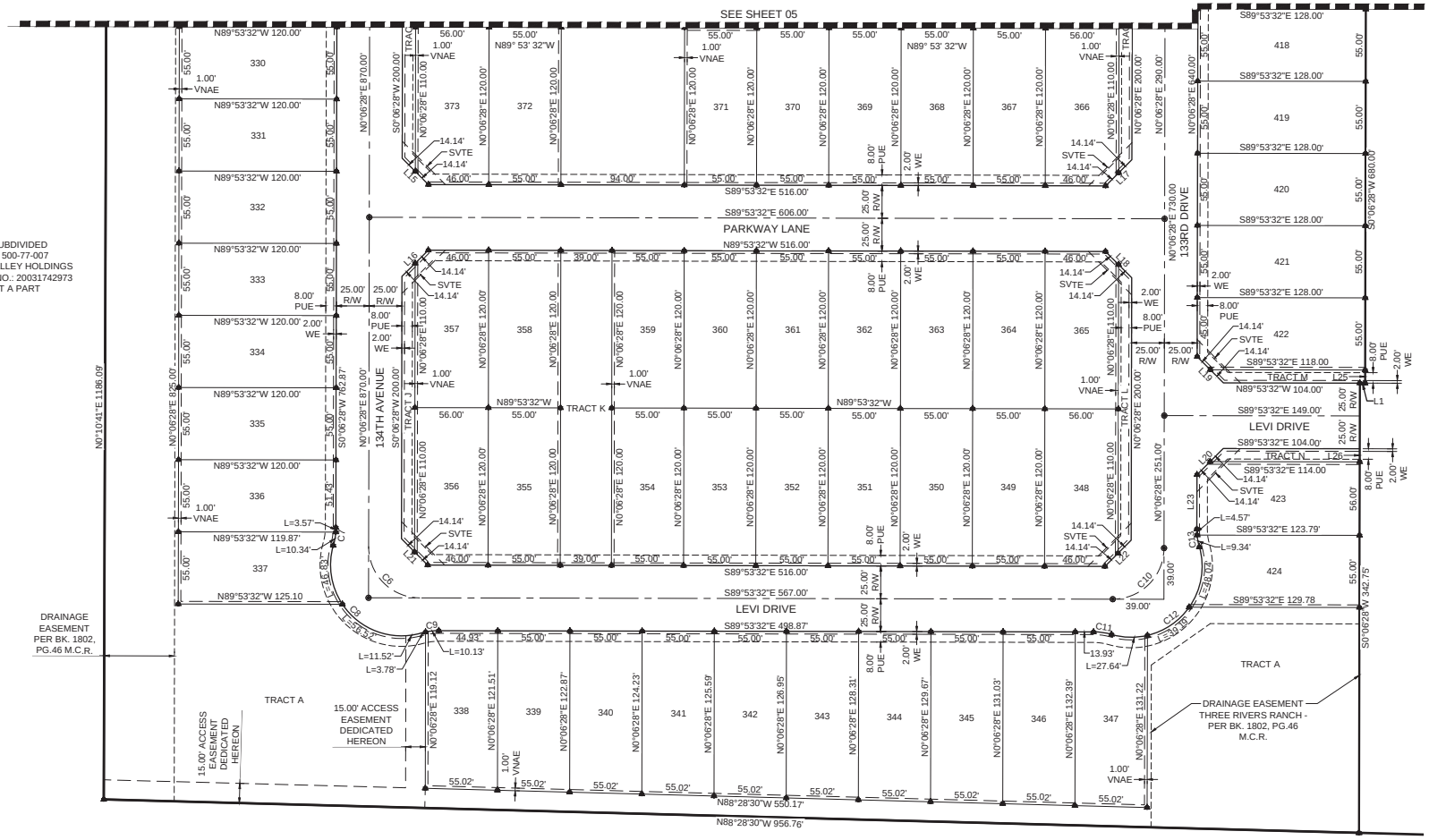
Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
05 OF 06
PROJECT NUMBER
291705009



LEGEND

APN	ASSESSOR'S PARCEL NUMBER		SECTION LINE / MID-SECTION LINE
BC	BRASS CAP		RIGHT OF WAY
BCF	BRASS CAP FLUSH		PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE		PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT		EASEMENT LINE
ESMT	EASEMENT		MONUMENT FOUND
FD	FOUND		MONUMENT CALCULATED
MC	MARICOPA COUNTY		BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS		FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER		SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT		
R/W	RIGHT OF WAY		
SVTE	SIGHT VISIBILITY EASEMENT		
UTIL	UTILITY EASEMENT		
VNAE	VEHICULAR NON-ACCESS EASEMENT		
WE	WATER UTILITY EASEMENT		

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 944-5500

OWNER/DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 4

SEAL

ORIGINAL PLAT DATE

LATEST REVISION DATE

SHEET NUMBER
06 OF 06

PROJECT NUMBER
291705009

FINAL PLAT FOR
"THREE RIVERS RANCH - PARCEL 5"

BEING A REPLAT OF PARCEL 5 AS SHOWN ON THE MASTER PLAT FOR THREE RIVERS RANCH, AS RECORDED PER BOOK 1802, PG. 46 M.C.R., OF THE MARICOPA COUNTY RECORDER, BEING 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

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 OF PARCEL 5, BEING A REPLAT UNDER THE NAME "THREE RIVERS RANCH-PARCEL 5" BEING 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, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID THREE RIVERS RANCH-PARCEL 5 AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION FOR EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, TRACTS, LOTS, AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, 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 FINAL 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:
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, TO BE DEDICATED TO THE CITY AND MAINTAINED BY OTHERS

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

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.

VEHICULAR NON-ACCESS EASEMENT:
A PERPETUAL , NON-EXCLUSIVE EASEMENT SHOWN HEREON UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, TO PROHIBIT ALL USE OF MOTOR VEHICLES UPON THE EASEMENT. GRANTOR SHALL NOT INSTALL DRIVEWAYS OR OTHER MEANS OF VEHICULAR ACCESS UPON THE EASEMENT. GRANTOR SHALL MAINTAIN THE EASEMENT, INCLUDING ANY IMPROVEMENTS, IN A NEAT, SAFE AND CLEAN CONDITION. GRANTEE MAY ENJOY ANY VIOLATION OF THIS EASEMENT. GRANTEE MAY ENTER THE PROPERTY TO ENFORCE THIS EASEMENT. HOWEVER, THIS EASEMENT DOES NOT CREATE A PUBLIC ACCESS TO THE PROPERTY. MENTIONING REMEDIES IN THIS EASEMENT DOSE NOT LIMIT GRANTEE'S RIGHT TO OTHER REMEDIES.

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_____,

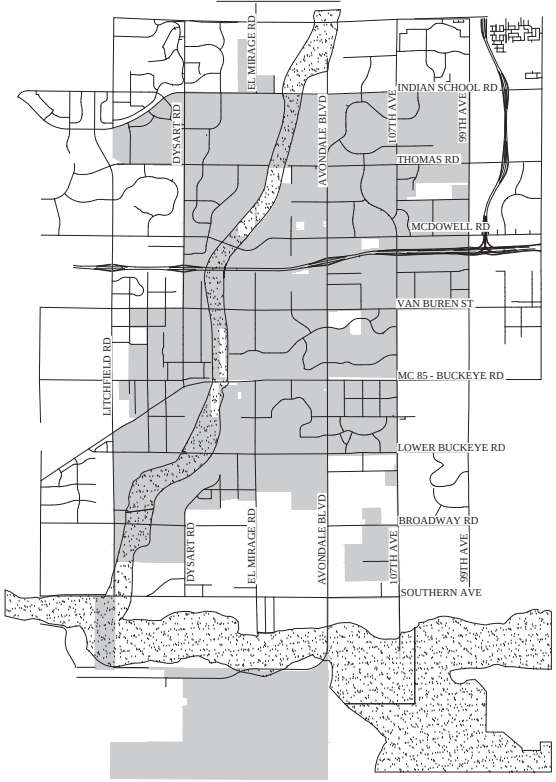
BY _____,

THE _____ OF THREE RIVERS RANCH LLC., A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

AREA MAP



SHEET INDEX:

01.....COVER SHEET
02.....NOTES SHEET
03.....LEGEND/KEY MAP
04.....TABLES
05-06.....PLAN SHEETS

ACREAGE DETAIL:

GROSS ACREAGE: 18.883 AC
R/W ACREAGE: 4.197 AC
NET ACREAGE: 14.686 AC
NET = GROSS MINUS R/W

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.

RIGHT-OF-WAY DEDICATION TABLE:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL (ALL STREETS)	182,813 SF	4.197 AC
COLLECTOR	0 SF	0 AC
ARTERIAL	0 SF	0 AC

OWNER:

THREE RIVERS RANCH, LLC
4340 E. INDIAN SCHOOL RD, STE 21-204
PHOENIX, ARIZONA 85018
PHONE: (602) 777-0505
CONTACT: JIM STOCKWELL

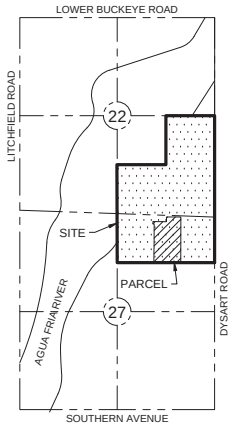
SURVEYOR:

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.



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
06/03/2024
ARIZONA, U.S.A.

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: FINAL PLAT - PARCEL 5

SHEET NUMBER
01 OF 06
PROJECT NUMBER
291705009

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN 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 00 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 27, 59.40 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 910.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 1215.56 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 543.26 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 56.30 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 58.30 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, 54.86 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, 118.65 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 342.75 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 4.00 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 680.00 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 33.91 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 364.15 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 125.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 385.76 FEET TO THE POINT OF BEGINNING;

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, UNDER 69KV, 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. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
18. LOTS 430, 492, 493, 494, AND 495 WILL REQUIRE A SEWER BACKWATER VALVE.

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.
"THREE RIVERS RANCH MASTER PLAT", AS SHOWN IN BOOK 1802, PG. 46 M.C.R.

REVISIONS:

Tel No. (602) 837-5511
DRAWN BY
DATE
CHECKED BY
DATE

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

PROJECT NAME
THREE RIVERS RANCH, LLC
PARCEL NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 5

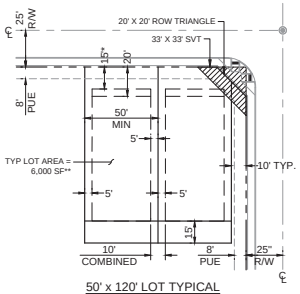
SEAL
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
02 OF 06

PROJECT NUMBER
291705009



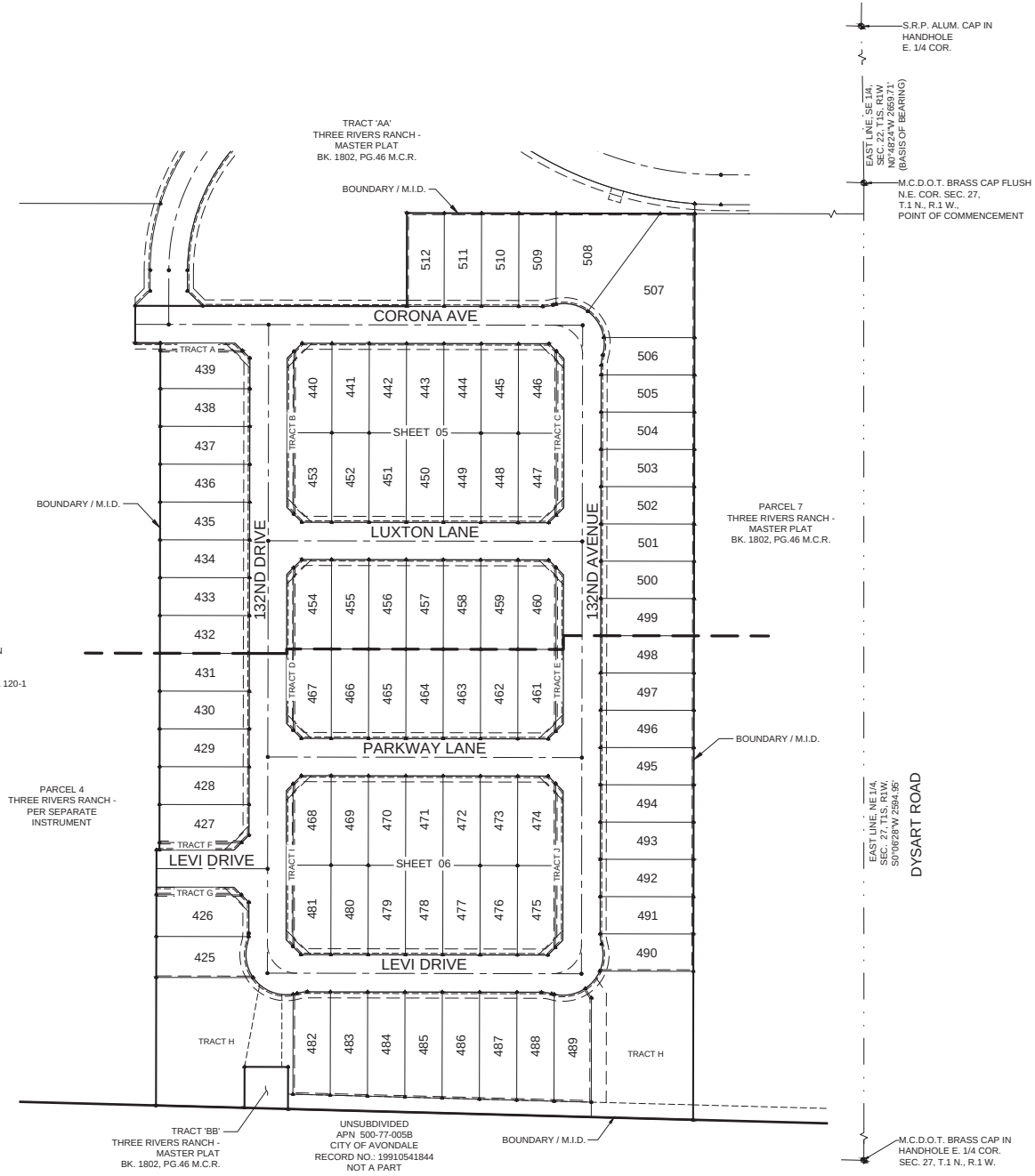
50' x 120' LOT TYPICAL
NTS

NOTES
*20' TO FACE OF GARAGE, 15' TO SIDE ENTRY GARAGE.

**MINIMUM LOT WIDTH IS 50' AND MINIMUM LOT AREA IS 6,000 SF AS ESTABLISHED IN THE THREE RIVERS RANCH PAD.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER	SECTION LINE / MID-SECTION LINE
BC	BRASS CAP	RIGHT OF WAY
BCF	BRASS CAP FLUSH	PROPERTY BOUNDARY LINE
BCHH	BRASS CAP IN HAND HOLE	PARCEL BOUNDARY LINE
EA	EMERGENCY ACCESS EASEMENT	EASEMENT LINE
ESMT	EASEMENT	MONUMENT FOUND
FD	FOUND	MONUMENT CALCULATED
MC	MARICOPA COUNTY	BCF TO BE SET AT COMPLETION OF CONSTRUCTION
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS	FOUND PROPERTY CORNER AS NOTED
MCR	MARICOPA COUNTY RECORDER	SET 1/2" REBAR W/CAP LS #35316 PER MAG STD DTL 120-1
PUE	PUBLIC UTILITY EASEMENT	
R/W	RIGHT OF WAY	
SVTE	SIGHT VISIBILITY EASEMENT	
UTIL	UTILITY EASEMENT	
VNAE	VEHICULAR NON-ACCESS EASEMENT	
WE	WATER UTILITY EASEMENT	



Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

REVISIONS

DEVELOPER NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAN TYPE: FINAL PLAT - PARCEL 5

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD HUBER
06/03/2024
EXPIRES 12/31/2025
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
LATEST REVISION DATE

SHEET NUMBER
03 OF 06

PROJECT NUMBER
291705009

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
425	6735.58	0.155
426	6893.68	0.158
427	6070.00	0.139
428	6087.27	0.140
429	6087.27	0.140
430	6087.27	0.140
431	6087.27	0.140
432	6087.27	0.140
434	6087.27	0.140
435	6087.27	0.140
436	6087.27	0.140
437	6087.27	0.140
438	6087.27	0.140
439	6070.00	0.139
440	6059.50	0.139

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
441	6000.00	0.138
442	6000.00	0.138
443	6000.00	0.138
444	6000.00	0.138
445	6000.00	0.138
446	6070.00	0.139
447	6070.00	0.139
448	6000.00	0.138
449	6000.00	0.138
451	6000.00	0.138
452	6000.00	0.138
453	6059.50	0.139
454	6059.50	0.139
455	6000.00	0.138
456	6000.00	0.138

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
457	6000.00	0.138
458	6000.00	0.138
459	6000.00	0.138
460	6070.00	0.139
461	6070.00	0.139
462	6000.00	0.138
463	6000.00	0.138
465	6000.00	0.138
466	6000.00	0.138
467	6059.50	0.139
468	6059.50	0.139
469	6000.00	0.138
470	6000.00	0.138
471	6000.00	0.138
472	6000.00	0.138

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
473	6000.00	0.138
474	6070.00	0.139
475	6070.00	0.139
476	6000.00	0.138
477	6000.00	0.138
479	6000.00	0.138
480	6000.00	0.138
481	6059.50	0.139
482	6872.76	0.158
483	6957.11	0.160
484	7018.95	0.161
486	7142.64	0.164
487	7204.49	0.165
488	7249.70	0.166
489	7246.72	0.166

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
490	6137.54	0.141
491	6250.00	0.143
492	6250.00	0.143
493	6250.00	0.143
494	6250.00	0.143
495	6250.00	0.143
496	6250.00	0.143
497	6250.00	0.143
498	6250.00	0.143
499	6250.00	0.143
500	6250.00	0.143
501	6250.00	0.143
502	6250.00	0.143
503	6250.00	0.143
504	6250.00	0.143

LOT TABLE		
LOT NO.	SQUARE FEET	ACRES
505	6250.00	0.143
506	6159.81	0.141
507	16963.57	0.389
508	11638.31	0.267
509	6231.29	0.143
510	6250.00	0.143
511	6250.00	0.143
512	6250.00	0.143

TRACT USE TABLE			
TRACT	SQUARE FEET	ACRES	USE
A	1,050.00	0.0241	LANDSCAPE / PUBLIC UTILITY EASEMENT
B	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
C	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
D	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
E	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
F	1,050.00	0.0241	LANDSCAPE / PUBLIC UTILITY EASEMENT
G	1,090.00	0.0250	LANDSCAPE / PUBLIC UTILITY EASEMENT
H	62,862.43	1.4431	LANDSCAPE / PUBLIC UTILITY EASEMENT / DRAINAGE / SEWER EASEMENT / EMERGENCY ACCESS EASEMENT
I	1,881.00	0.0432	LANDSCAPE / PUBLIC UTILITY EASEMENT
J	2,100.00	0.0482	LANDSCAPE / PUBLIC UTILITY EASEMENT
TOTAL	77,995.43	1.7905	

LINE TABLE		
LINE	LENGTH	BEARING
L1	56.30	N0°06'28"E
L2	58.30	N89°53'32"W
L3	54.86	S0°06'28"W
L4	10.00	S0°06'28"W
L5	4.00	S89°53'32"E
L6	10.00	S0°06'28"W
L7	10.00	S0°06'28"W
L8	33.91	N89°53'32"W
L9	50.00	N0°06'28"E
L10	45.00	S89°53'32"E
L11	25.00	S0°06'28"W
L12	14.14	S44°53'32"E
L13	14.14	S44°53'32"E
L14	28.28	S44°53'32"E
L15	28.28	N45°06'28"E
L16	12.73	N45°06'28"E
L17	15.56	N45°06'28"E
L18	14.14	S44°53'32"E
L19	14.14	S44°53'32"E
L20	28.28	S44°53'32"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	12.73	S44°53'32"E
L22	15.56	S44°53'32"E
L23	28.28	S44°53'32"E
L24	28.28	N45°06'28"E
L25	15.56	N45°06'28"E
L26	12.73	N45°06'28"E
L27	14.14	N45°06'28"E
L28	14.14	N45°06'28"E
L29	28.28	N45°06'28"E
L30	28.28	S44°53'32"E
L31	14.14	S44°53'32"E
L32	14.14	S44°53'32"E
L33	12.73	S44°53'32"E
L34	15.56	S44°53'32"E
L35	28.28	S44°53'32"E
L36	28.28	N45°06'28"E
L37	15.56	N45°06'28"E
L38	12.73	N45°06'28"E
L39	14.14	N45°06'28"E
L40	14.14	N45°06'28"E

LINE TABLE		
LINE	LENGTH	BEARING
L41	28.28	N45°06'28"E
L42	28.28	S44°53'32"E
L43	14.14	S44°53'32"E
L44	14.14	S44°53'32"E
L45	14.14	S45°06'28"W
L46	14.14	S45°06'28"W
L47	28.28	S45°06'28"W
L48	28.28	S44°53'32"E
L49	14.14	S44°53'32"E
L50	14.14	S44°53'32"E
L51	12.73	S44°53'32"E
L52	15.56	S44°53'32"E
L53	28.28	S44°53'32"E
L54	14.14	N45°06'28"E
L55	14.14	N45°06'28"E
L56	111.92	N10°21'01"E
L57	97.11	N0°06'28"E
L60	15.00	S33°49'07"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	15°56'33"	50.00'	13.91'	N82°08'12"E	13.87'
C2	121°53'05"	54.00'	114.87'	S44°53'32"E	94.41'
C3	15°56'33"	50.00'	13.91'	S8°04'44"W	13.87'
C4	90°00'00"	39.00'	61.26'	S44°53'32"E	55.15'
C5	15°56'33"	50.00'	13.91'	S8°04'44"W	13.87'
C6	121°53'05"	54.00'	114.87'	S44°53'32"E	94.41'
C7	15°56'33"	50.00'	13.91'	N82°08'12"E	13.87'
C8	90°00'00"	39.00'	61.26'	S44°53'32"E	55.15'
C9	13°52'41"	54.00'	13.08'	S41°51'58"E	13.05'
C10	35°15'11"	54.00'	33.23'	S66°25'53"E	32.70'
C11	15°58'43"	54.00'	15.06'	N87°57'10"E	15.01'
C12	15°56'33"	50.00'	13.91'	S81°55'16"E	13.87'
C13	121°53'05"	54.00'	114.87'	N45°06'28"E	94.41'
C14	15°56'33"	50.00'	13.91'	N7°51'48"W	13.87'
C15	90°00'00"	39.00'	61.26'	N45°06'28"E	55.15'

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Phoenix, Arizona 85020
Tel No. (602) 944-5500

OWNER / DEVELOPER
THREE RIVERS RANCH, LLC

PROJECT NAME
THREE RIVERS RANCH

PLAN TYPE
FINAL PLAT - PARCEL 5

SEAL

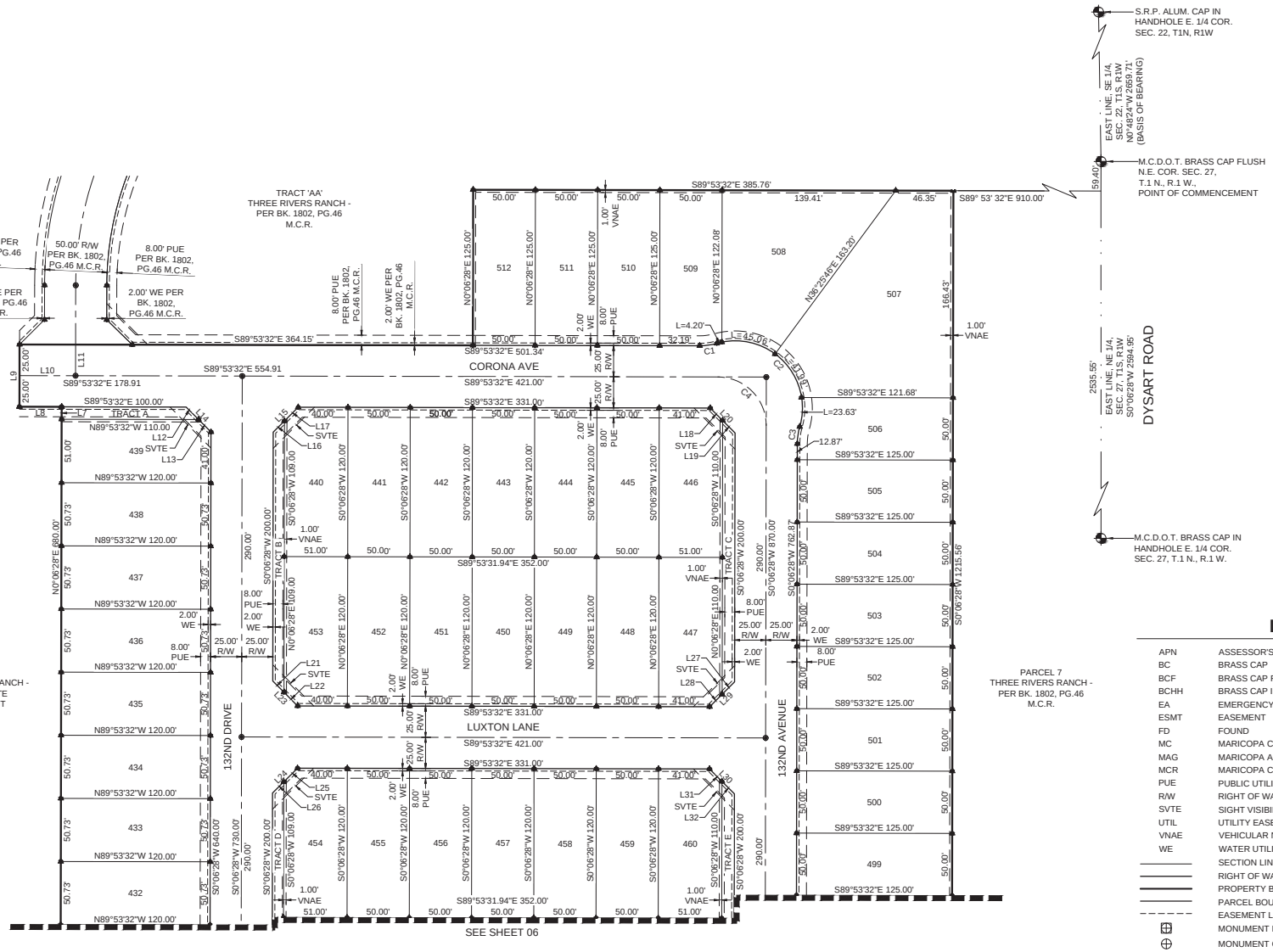
REGISTERED PROFESSIONAL ENGINEER
CHAD HUBER
35316
CHAD
HUBER
08/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
04 OF 06

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
UTIL	UTILITY 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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

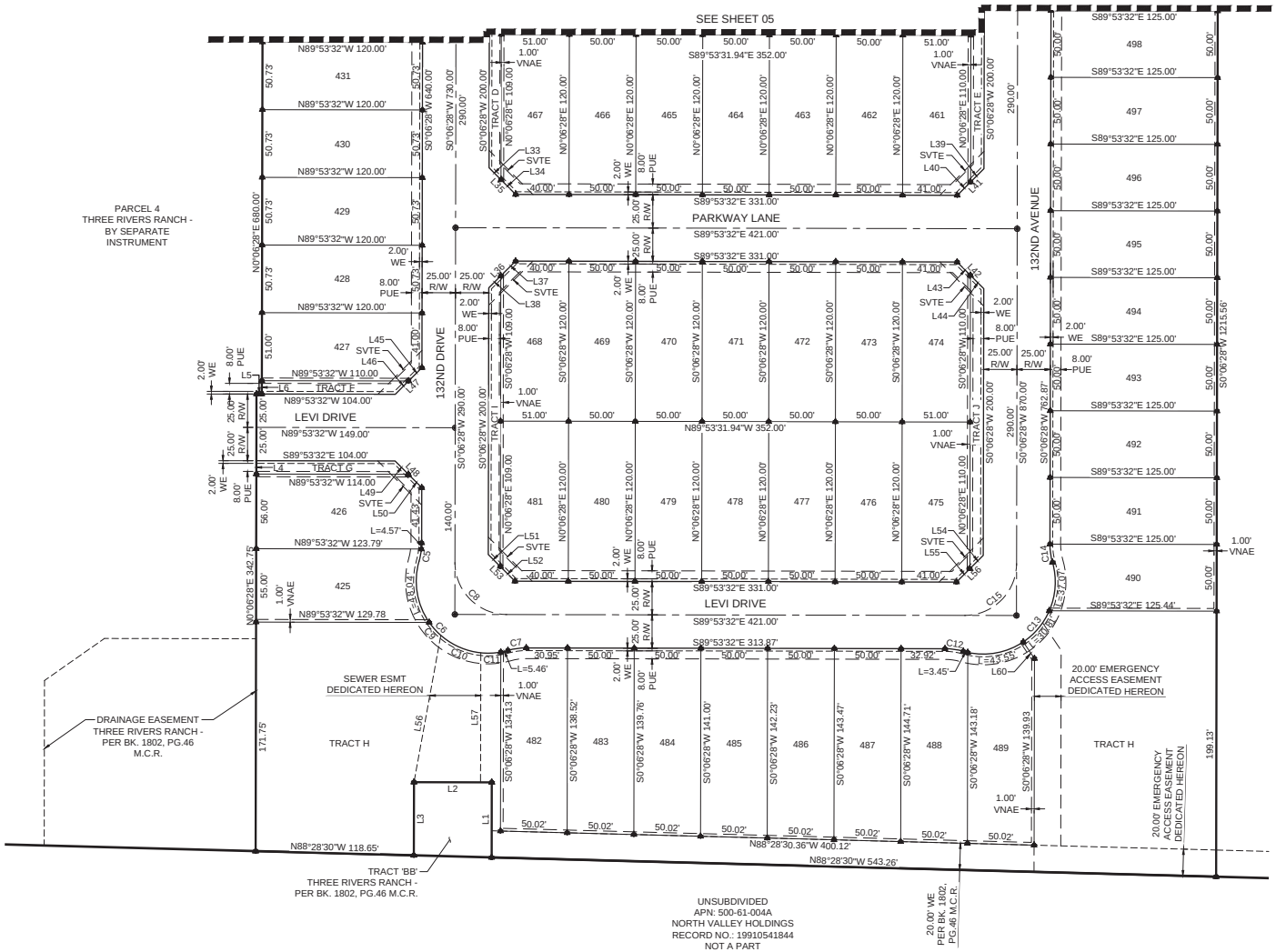
DEVELOPER NAME: THREE RIVERS RANCH, LLC
PROJECT NAME: THREE RIVERS RANCH
PLAT TITLE: FINAL PLAT - PARCEL 5

REGISTERED LAND SURVEYOR
REGISTRATION NUMBER
35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
LATEST REVISION DATE

SHEET NUMBER
05 OF 06

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
UTIL	UTILITY 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

NOTE: LINE AND CURVE TABLES ARE LOCATED ON SHEET 04

NORTH

GRAPHIC SCALE IN FEET
40 0 20 40 80
1" = 40' @ 24X36

Kimley»Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Tel No. (602) 837-5511

PROJECT NAME
THREE RIVERS RANCH, LLC
PROJECT NAME
THREE RIVERS RANCH
PLAN TYPE
FINAL PLAT - PARCEL 5

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 35316
CHAD HUBER
06/03/2024
ARIZONA, U.S.A.

ORIGINAL PLAN DATE

LATEST REVISION DATE

SHEET NUMBER
06 OF 06

PROJECT NUMBER
291705009

CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: Resolution 1073-0624 - Amendments to the Personnel Policies and Procedures, Chapter 5, Classification & Compensation

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

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

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

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

PURPOSE:
City Council will consider a request to adopt Resolution 1073-0624, amending the Personnel Policies and Procedures Chapter Policy 5, Classification & Compensation by removing language that is operational and administrative in nature and refining the scope of the Chapter to provide the foundational philosophy for the City's compensation policy and program. Additionally, the proposed language clarifies the City Manager's authority in establishing appropriate compensation options and strategies based on operational needs and market conditions within the City's established budget. This request is also seeking approval from Council to declare this resolution an emergency with an effective date of July 1, 2024. The Council will take appropriate action.

BACKGROUND:
A review of Chapter 5 was completed by the Human Resources Department. Upon review, opportunities were identified to realign operational and administrative aspects of the Chapter into an administrative policy.

DISCUSSION:
The majority of the language in Chapter 5 is operational and administrative in nature. This level of detail is more appropriately addressed in an administrative policy that is approved by the City Manager. This allows for the City to be flexible and responsive to operational needs or market conditions that require new or enhanced classification and/or compensation strategies. The refined language in Chapter 5 is reflective of Council's philosophy and priorities associated with the City's classification and compensation program which provides the foundation for the administrative policy. A copy of the proposed administrative policy will be included for Council's reference.

BUDGET IMPACT:
There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

RECOMMENDATION:

Staff recommends Council adopt the proposed revisions to Avondale Chapter 5, Classification & Compensation.

Contact person for document distribution: *Andrew Mesquita*

Avondale

Aspiring. Achieving. Accelerating.

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City of Avondale's (City) job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decisions. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

   A ~~position~~job classification plan based ~~upon and graded according to~~on assigned work duties and responsibilities will be developed and maintained by the Human Resources Department ~~to provide standardization and classification of~~for all positions in the City service.

   ~~Before the implementation of said~~a job classification plan ~~it will be approved by the City Manager. With the approval of the City Manager, new~~ job classes~~classifications may be established, combined, or abolished.~~ The ~~position~~job classification plan will include:

   a. A list of approved job classes arranged by occupational group.

   b. Each job class will include an overview of class specifications such as a list of positions, essential tasks, and minimum qualifications.

   ~~a. Outline of job classes of positions in the classified service arranged in appropriate occupational group.~~

   ~~b. Class specifications.~~

2. Administration of Classification Plan

   a. The City Manager, or designee, will approve all job classification plans prior to their implementation. This includes creating, updating, or eliminating any job classes within the plan.

   b. At the request of the City Manager or designee, the Human Resources Director will conduct job classification studies to create, update, or eliminate job classes and/or positions.

   c. The Human Resources Director may also conduct job classification studies whenever the organization or a position has undergone a significant change to duties and

responsibilities.

~~The City Manager will instruct the Human Resources Director to conduct positionjob classification studies at such times as he/she deemsed it necessary or whenever the duties and responsibilities of existing positions have undergone significant change. In addition, a job classification study will be made when new positions are to be established, or may be requested by a department manager. If the Human Resources Director finds that a substantial change in organization, creation of change of position, or other pertinent conditions warrant the amendment of the existing job class, he/she may amend the job classification plans subject to review and approval by the City Manager.~~

B. Purpose of the Compensation Plan

1. Philosophy

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

The purpose of the City's pay system is to attract and ~~,~~ retain employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

3. Objectives

a. The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City;
- To provide recognition for ~~superior~~ effective performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained; and
- To establish a competitive pay grade (salary range) for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

The compensation ~~program~~ policy for the City will be established as an Administrative Policy ~~is~~ based on the following ~~compensation policy~~concepts.

a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.

b. Each job class~~ification~~ in the City will be assigned to a pay grade ~~have a~~ (salary range) defined by minimum, mid, and maximum dollar limits. The ~~ranges~~pay grades define the pay opportunities for the job. Pay for each employee shall be within the assigned ~~range~~pay grade.

c. Each job class~~ification~~ in the City will have a written job description. Job descriptions ~~will~~should be reviewed annually or as scheduled by the Human Resources Department. Employees will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

a. Compensation plans may be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.

b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

7. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

C. Authority of the City Manager

~~a.~~In addition to the authority already delegated to the City Manager in this Chapter, the City

Manager may authorize additional compensation options and/or strategies including, but not limited to ~~incentives, premium pay, specialty pay, etc.~~, incentives, premium pay, specialty pay, etc., based on operational needs and market conditions. Any additional compensation options and/or strategies authorized by the City Manager must be funded through the current budget allocation approved by the City Council.

~~8. Pay Computation~~

~~For hourly employees not exempt from the overtime requirements of the Fair Labor Standards Act ("non-exempt"), gross pay is computed by the hours worked times the rate of pay. Human Resources will determine whether an employee is eligible to receive overtime pay. Net pay for all employees, both hourly and salaried, will be computed by subtracting applicable deductions, e.g., federal and state income tax withholdings, applicable Retirement System contributions, Social Security, etc., from gross pay.~~

~~9. On-Call Policy~~

~~Certain departments may make non-exempt positions eligible for on-call compensation when the employee is required to be on-call. The employee must be accessible and available for work upon being contacted via telephone or cell phone. The employee must be available to report to work within a reasonable time (one hour) after being contacted by the City, if needed. The employee must also be in a physical condition that allows him/her to resume duty.~~

~~a. Definitions~~

~~1) ***"On-call"*** means when an off-duty employee must remain available to be called back to work on short notice if the need arises. An employee is considered to be on-call only when assigned by the City.~~

~~2) ***"On-call pay"*** means the additional compensation awarded to employees who are required to remain on-call during off-duty hours.~~

~~3) ***"On-call status"*** means the state of an off-duty employee required to remain on-call. An employee is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.~~

~~4) ***"On-call time"*** means the periods of time when an employee is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the employee being unable to~~

~~effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.~~

~~5) ***"Callback"*** means when an employee has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:~~

~~a) Avoid significant service disruption.~~

~~b) Avoid placing employees or the public in unsafe situations.~~

~~c) Protect and/or provide emergency services to people, property and/or equipment.~~

~~d) Respond to emergencies.~~

~~b. On-call/Callback Compensation~~

~~1) On-call Pay Rate~~

~~An employee assigned to on-call status will be compensated at the rate of two dollars per hour ($2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call employee's scheduled workday and continue until resuming work the following workday.~~

~~2) Callback Pay Rate~~

~~When an on-call employee is called back to work after completing the regular work schedule and leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular hourly or base rate, whichever is greater.~~

~~3) On-call Status Hours Not Included in Overtime Compensation Calculation~~

~~On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.~~

~~4) On-call Pay Exclusions~~

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

- ~~On vacation leave~~
- ~~On sick leave~~
- ~~On administrative leave~~
- ~~Receiving short-term disability benefits~~

- ~~Receiving worker's compensation benefits~~
- ~~On bereavement leave~~
- ~~On an approved leave of absence~~
- ~~Not available to work~~
- ~~Restricted to light duty~~
- ~~Restricted from performing work activities~~

~~c. On-Call Duty Requirements~~

~~1) Employees serving on-call status must adhere to all of the following requirements:~~

~~a) Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.~~

~~b) When notified, respond and arrive at work within one (1) hour or less.~~

~~c) Arrive fully capable of performing the function of the job.~~

~~2) If an employee does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the "on-call" time period.~~

~~3) Each employee will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.~~

~~4) An employee who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.~~

~~10. Incomplete Pay Period~~

~~A nonexempt hourly employee who does not work his/her regularly scheduled work week will be paid only for the number of hours actually worked in the pay period at his/her regular hourly rate of pay, unless such absence is authorized by his/her department director.~~

~~11. Overtime~~

~~a. Policy~~

~~It is the policy of the City of Avondale to discourage overtime work for non-exempt hourly employees, except when required to safeguard public health, safety or property. However, overtime may be assigned by the department director or City Manager as may be necessary to meet operating needs. Non-exempt employees have the right to be paid for overtime worked. Exempt employees are not eligible for overtime compensation. The Human Resources Director determines the exempt and non-exempt status according to the classification of the position, and in compliance with the Fair Labor Standards Act ("FLSA").~~

~~b. Overtime Authorization~~

~~An employee is expected to seek advance approval for overtime work and to report overtime worked at the time of reporting other hours worked in a work-reporting period. Overtime by non-exempt employees must be approved in advance, but if worked it must be compensated, whether approved or not. An employee that has worked unauthorized overtime may face disciplinary action up to and including termination.~~

~~c. Overtime Compensation~~

~~1) Overtime Pay Rate~~

~~When overtime work is performed and authorized, a non-exempt hourly employee will be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated workweek, as provided by law or as otherwise provided for in these policies.~~

~~2) Compensatory Time Off~~

~~a) In lieu of monetary payment at the overtime pay rate set forth in these policies, non-exempt employees may elect to take compensatory time off ("comp time") for overtime hours worked, with approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) hours of comp time for every one (1) hour of overtime worked by the employee.~~

~~b) The maximum number of comp time hours that any employee will be permitted to accrue shall be sixty (60) hours (forty (40) hours of actual overtime worked). The use of comp time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not unduly disrupt the operation of City services.~~

~~c) The City reserves the right to pay out compensatory time balances to the employee at any time.~~

~~d) All compensatory time that is not used that remains on the books at the close of the fiscal year will be paid out to the employee.~~

~~e) Upon separation from City employment, employees with a compensatory time balance will be paid at their current regular rate of pay. An employee who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.~~

12. Transfers

a. Employees may be voluntarily or involuntarily transferred from one position to another within the same classification or salary range. The transfer must be in the best interest of the City of Avondale and/or for the development of the employee, as determined by the City Manager.

b. Employees desiring a voluntary transfer must submit a transfer request and an application to the Human Resources Department. The transfer request and application will be valid until December 31 of each year. Employees wishing to remain on a transfer eligibility list must submit a new transfer request.

c. When an employee is transferred, the department director of the department to which the employee is transferred may request an increase not to exceed five percent (5%) if the employee possesses special qualifications of benefit in meeting the needs of the new department. Justification for an increase must be provided in writing to, and approved by, the Human Resources Department prior to the effective date of the transfer. Otherwise, no increase shall be granted.

d. Transferred employees retain their review date for performance evaluations and rate of pay. All leave accruals will remain the same.

13. Promotion

a. Employees promoted to a higher classification shall be placed in the new classification salary range and shall receive an increase in their base pay in commensurate with their experience, education, and current market conditions. Justification needs to be submitted in writing to the Human Resources Director and must be approved by Human Resources. Anything over midpoint of the new classification range will also require approval of the City Manager. Promotional increases shall not exceed the maximum of the new salary range. Promoted employees will serve the appropriate promotional probationary period applicable to the new position.

b. Promotional pay increases shall become effective at the beginning of the next pay period.

14. Reclassification

a. A position may be reclassified on the basis of changes in the duties and responsibilities or qualifications for the position. A reclassification or job title changes requires approval of the Human Resources Director and the City Manager.

b. If a reclassification results in an employee being assigned to a higher pay range the employee will be placed in the new pay range with a five percent (5%) increase unless more is required to reach the minimum of the new range. A reclassification shall not cause an employee to exceed the maximum of the new pay range.

c. If an employee is assigned to a lower pay range the employee will be placed in the new pay range without any decrease in pay. If the employee's rate of pay exceeds the maximum of the new range then the employee will be ineligible for any base pay increases. When the range increases to exceed the employee's base rate then the employee will again be eligible for base rate increases.

15. Involuntary Demotion

a. Employees, who are involuntarily demoted as a result of disciplinary action, shall be placed in the new classification and their rate of pay shall be reduced by at least five percent (5%) from their present rate of pay. The new rate of pay shall not exceed the maximum of the lower salary range. The review date for performance evaluations shall remain the same.

b. Reduction in pay as a result of involuntary demotion will be effective at the beginning of a pay period.

c. Except as otherwise provided in these policies, if a department director demotes an employee, the employee shall not be required to serve a probationary period in the position to which demoted unless the employee was still on probation at the time of the demotion.

16. Voluntarily Demotion (requested downgrade)

Employees may be voluntarily demoted from one position to another. Employees who voluntarily demote from on position to another will have their rate reduced by at least five percent (5%) from their present rate of pay. If the new rate of pay exceeds the maximum of the range then the employee's rate of pay will be frozen until such time as the maximum of the pay ranges increases to include the employee's rate of pay. Employees will be required to satisfy selection requirements for the new position to which the employee is voluntarily demoted. The City reserves the exclusive right to consent to or deny a request for voluntary demotion, depending on available positions, qualifications, departmental workload, employee skill level, and the City's need to hire and retain the most qualified applicants.

17. Appointments

a. Temporary Employee

Pay for temporary employees will be consistent with duties and responsibilities of the temporary position as outlined in the compensation plan. Pay for regular part-time hourly employees will be based on the number of hours worked. Such pay will normally be proportionate to the regular full-time pay rate for the position.

b. New Hires

A department director may request to hire an applicant up to the midpoint of the pay range for the position based upon an assessment of an applicant's relevant experience, training, education and a review of the current incumbents' salaries that are performing the same job. A summary of the findings shall be submitted to the Human Resources Director for approval. Any request to hire an applicant above the midpoint will require the prior approval of the Human Resources Director and the City Manager.

c. Former Employee

Former employees must apply for open positions in the same manner as other applicants for the position.

18. Wages In Advance

It is the policy of the City of Avondale that no advance of wages be made.

19. Termination Pay

a. An employee who voluntarily resigns will receive his/her final paycheck on the first regularly scheduled payday following termination/separation of his/her employment. An employee who is eligible for vacation time will be paid for all unused vacation time and other leave as allowed in this policy upon termination.

b. An employee terminated by the City shall receive payment for his/her wages within seven (7) working days of his/her termination from employment or the end of the next regular pay period, whichever is sooner (ARIZ. REV. STAT. § 23.353.A).

20. Pay During National Guard and Reserve Training

a. All regular employees who serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast guard or other reserve military organizations, will be entitled to leave of absence with pay from their respective duties on all duty days on which they are actively engaged in training. However, such leave with pay will not exceed thirty (30) days in any two (2) year period, or as otherwise required by law.

b. All regular employees who serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast Guard, or other reserve military organizations will be entitled to compensation if called to active military duty in times of war or national crisis as declared by the President of the United States. In accordance with Arizona law, such employees shall receive military leave with pay for up to thirty (30) days in any two (2) consecutive years.

21. Temporary Reassignment Pay

Regular status employees may be temporarily assigned to a classification in a higher grade upon recommendation of the supervisor and with approval of the department director. Eligible employees will receive a minimum of five percent (5%) above their regular salary for the duration of the temporary detail or more, if necessary, to reach the entry level rate of pay in the higher grade. The Human Resources Director may authorize the placement of the employee at greater than five percent (5%) based upon the scope and degree of the duties performed and the anticipated duration of the assignment.

a. The employee must fully perform the duties and responsibilities of the higher classification for the duration of a minimum of twenty-one (21) consecutive calendar days to receive temporary reassignment pay. Compensation shall be retroactive to day one of the assignment.

b. If the temporary reassignment pay is for a period of six (6) months or less, the reassignment may be made non-competitively. If the reassignment is for more than six (6) months, then the reassignment shall be made competitively in accordance with these policies and procedures or as approved by the Human Resources Director. An extension may be requested in writing to the Human Resources Director. No temporary reassignment shall extend beyond one (1) year.

c. Employees on temporary reassignment shall have the right to return to their previous regular position at the conclusion of the assignment.

d. Increases in pay for the temporary reassignment will be immediately discontinued when the employee returns to their regular position.

22. Shift Differential

a. A shift differential shall be paid for regularly scheduled work shifts scheduled to begin or end between the hours of 9:00 p.m. and 4:00 a.m. Shift differential is not paid for hours worked over the regular shift when work is a continuation of the regular shift. Employees who are called back or who are covering another shift for another employee and perform work outside their regularly assigned shifts do not receive shift pay. Shift differential is not paid to employees on paid or unpaid leave.

b. An employee shall be paid a shift differential set by administrative policy when working a shift that ends between the hours of 9:00 p.m. and 12:00 midnight, or when working a shift that includes work between the hours of 12:01 a.m. and 4:00 a.m.

c. Only regular, non-exempt employees and sworn police employees below the grade of lieutenant are eligible for shift differential. Temporary employees and employees of the Fire Department are not eligible for shift differential.

~~23. Public Safety Dispatcher Pay~~

~~Public safety dispatchers, assigned by the Police Chief to fulfill the duties of public safety training dispatcher, shall receive public safety training dispatcher pay at an amount determined by administrative policy for the term of the assignment. Public safety training dispatcher pay begins as soon as they begin performing in the position. A public safety training dispatcher on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the public safety training dispatcher pay until they are approved to return to full-duty status.~~

~~24. Battalion Chief Coverage Pay~~

~~Battalion chiefs regularly assigned to work the fifty-six (56) hour shifts may be eligible to receive coverage pay at an amount determined by administrative policy.~~

~~25. Bilingual Pay~~

~~City employees may be eligible for bilingual pay for Spanish language skills. Guidelines regarding eligibility and compensation are set forth in Administrative Policy 36.~~

~~26. Cost of Living Adjustment~~

~~Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.~~

~~27. Merit Pay~~

~~Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.~~

~~28. Uniform Allowance~~

~~Regular employees who perform work that requires an employee to wear a uniform and/or safety shoes may be provided with a uniform and/or safety shoes or an allowance as established by administrative policy for each participating department.~~

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City of Avondale's (City) job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decisions. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

   A job classification plan based on assigned work duties and responsibilities will be developed and maintained by the Human Resources Department for all positions in the City service.

   The job classification plan will include:

   a. A list of approved job classes arranged by occupational group.

   b. Each job class will include an overview of class specifications such as a list of positions, essential tasks, and minimum qualifications.

2. Administration of Classification Plan

   a. The City Manager, or designee, will approve all job classification plans prior to their implementation. This includes creating, updating, or eliminating any job classes within the plan.

   b. At the request of the City Manager or designee, the Human Resources Director will conduct job classification studies to create, update, or eliminate job classes and/or positions.

   c. The Human Resources Director may also conduct job classification studies whenever the organization or a position has undergone a significant change to duties and responsibilities.

B. Purpose of the Compensation Plan

1. Philosophy

   The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

   The purpose of the City's pay system is to attract and retain employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

3. Objectives

   a. The objectives of the City's compensation program are:

      - To clearly define the essential functions of each position through written job descriptions;
      - To provide compensation that is competitive with jobs outside the City;
      - To provide recognition for effective performance;
      - To comply with federal, state and local regulations;
      - To establish a system that is fiscally sound and cost effective;
      - To provide a program that is understood by employees;
      - To provide a pay system that can easily be administered and maintained; and
      - To establish a competitive pay grade (salary range) for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

   The compensation policy for the City will be established as an Administrative Policy based on the following concepts.

   a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.

b. Each job class in the City will be assigned to a pay grade (salary range) defined by minimum, mid, and maximum dollar limits. The pay grades define the pay opportunities for the job. Pay for each employee shall be within the assigned pay grade.

c. Each job class in the City will have a written job description. Job descriptions should be reviewed annually or as scheduled by the Human Resources Department. Employees will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

a. Compensation plans may be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.

b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

7. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

C. Authority of the City Manager

In addition to the authority already delegated to the City Manager in this Chapter, the City Manager may authorize additional compensation options and/or strategies including, but not limited to, incentives, premium pay, specialty pay, etc., based on operational needs and market conditions. Any additional compensation options and/or strategies authorized by the City Manager must be funded through the current budget allocation approved by the City Council.

SECTION: ADMINISTRATIVE POLICY XX

TITLE: COMPENSATION

I. PURPOSE

The purpose of the City of Avondale's Compensation Policy is to attract and retain employees through the payment of financial compensation that is commensurate with the individual's applicable qualifications and contributions towards the City's goals that is both competitive with the market and internally equitable.

II. POLICY STATEMENT

The following policy governs the processes and guidelines for managing compensation within the City of Avondale, outlining strategies, tools and ensuring compliance with wage laws.

III. DEFINITIONS

A. **Applicable Qualifications:** Qualifications that are quantifiable, relevant to a position, and impact the employee's job performance.

B. **Base Pay Rate:** A rate of pay exclusive of any differentials, premium pay, incentives or other compensation.

C. **Callback:** The City requests an on-call status employee to return to work in person or remotely by computer/telephone.

D. **Council Appointed Officials:** City Officers directly appointed by the City Council, such as the City Manager, City Attorney, Municipal Judge and City Auditor.

E. **Elected Officials:** Official members of the City Council elected at large.

F. **Fair Labor Standards Act (FLSA):** Federal labor law that establishes minimum wage, overtime pay, recordkeeping, and youth employment standards.

G. **FLSA Exempt Status:** Employees who are exempt from overtime pay based on duties performed and compensation. This generally includes executive, administrative, and professional employees as defined by the FLSA.

H. **FLSA Non-Exempt Status:** Employees who are not exempt from the overtime provisions of the FLSA and therefore entitled to overtime pay at one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

I. **Job Class:** A group or category of jobs that share similar characteristics such as duties, responsibilities, qualifications, or pay grades. A job class is the result of a job classification and may include one or more positions within the City.

J. **Job Classification:** The process of categorizing and grouping positions into a job class within the City's corporate structure. This involves comparing work factors such as the nature of work, level of responsibility, and required qualifications. This process helps determine the appropriate compensation, benefits, and employment status for each position.

K. **On-Call Status:** An employee who is required to remain on standby away from the worksite and not scheduled to work but must remain available to return to the worksite (either remotely or in-person) within a reasonable timeframe as established by their Department policies or standard operating procedures.

L. **On-Call Time:** The time an employee spends in on-call status, separate from their regularly scheduled work hours or callback hours. On-call time is not considered hours worked for purposes of calculating overtime.

M. **Pay Grade:** A specific salary or wage range assigned to a job class. A pay grade system or compensation plan creates a structured framework for determining compensation.

N. **Pay Period:** A recurring biweekly period that typically begins on Monday and ends on Sunday over which time is recorded and paid.

O. **Promotion:** The movement of an employee from a position in one job class to a position in another job class assigned to a higher pay grade through a competitive recruitment process.

P. **Reassignment:** The voluntary or involuntary reassignment of an employee to a vacant position in their current department within the same job class or pay grade for which the employee qualifies.

Q. **Regular, Full-Time Employee:** An employee who works 30 or more hours per week and is not currently serving a probationary period.

R. **Regular, Part-Time Employee:** An employee who works less than 30 hours per week and is not currently serving a probationary period.

S. **Regular Rate of Pay (RROP):** The base pay rate plus all pay for employment (i.e. pay differentials and other compensation paid for hours worked) except certain payments excluded by FLSA.

T. **Severance Agreement:** An agreement between an employee and the City in which the City provides severance pay and/or a tangible benefit to the employee in exchange for a release of claims.

U. **Severance Pay:** A discretionary payment in exchange for a Release of Claims from an employee.

V. **Temporary Employee:** An employee typically hired to work for a duration of less than one (1) year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for benefits based on the average number of hours worked.

W. **Total Compensation:** Total amount of monetary and non-monetary benefits and wages or salary that an employee receives in exchange for their labor. It is a comprehensive measure that includes not only the employee's regular rate of pay, but also other forms of compensation such as premium pay, overtime pay, specialty pay, and incentives as well as, non-monetary benefits such as health insurance, retirement plans, paid time off, and other fringe benefits.

X. **Transfer:** The voluntarily or involuntarily transfer of an employee to a vacant position in another department within the same job class or pay grade for which the employee qualifies.

Y. **Work Week:** For most City employees, a fixed period of seven (7) consecutive 24-hour days (total of 168 hours) that is used to determine whether overtime has been worked by a non-exempt employee. Each workweek stands alone in determining whether overtime has been worked.

IV. REQUIREMENTS FOR CERTAIN EMPLOYEES

A. Elected Official

Individuals elected at-large not subject to the City's merit, classification, or compensation systems. The City Charter sets their powers, terms, qualifications, duties, and compensation.

B. Council Appointed City Officials

Individuals appointed to serve at will by the City Council are not subject to the City's merit, classification, or compensation systems. The City Council and City Charter sets their powers, qualifications, duties, and compensation. Council Appointed City Officials typically have an employment contract approved by City Council which dictates the terms and conditions of employment.

C. Temporary Employees

Temporary employees are subject to participation in the Arizona State Retirement System (ASRS) in accordance with ARIZ. REV. STAT. 38-711(23) if they **exceed** any of the following:

1. Work twenty (20) hours or more per week for up to nineteen (19) weeks and less than twenty (20) hours per week for the remainder of the fiscal year.

2. Work twenty (20) or more hours per week for less than twenty (20) weeks in a fiscal year.

3. Work less than twenty (20) hours per week for the entire fiscal year.

V. FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE

A. FLSA Status

1. Human Resources determines the eligibility for overtime of a position/employee based on the requirements set forth by the FLSA. Eligibility for exemption from overtime is based on the duties and level of responsibility for each individual position/employee.
2. Department Directors or designees are responsible for monitoring employees' duties and notifying Human Resources when they change.

3. Departments and employees who have questions, or believe the overtime eligibility of an employee/position is incorrect, must contact Human Resources immediately.

B. Overtime

The FLSA requires the City to compensate non-exempt employees at one and one-half (1.5) times the regular rate of pay for all hours worked over forty (40) in a single workweek or as otherwise specified by City ordinance(s), Memorandums of Understanding (MOUs), or Administrative Policy.

C. Minimum Wage

The FLSA and Arizona's Minimum Wage Act (ARIZ. REV. STAT. § 23.363 et seq.) establish the minimum hourly rate of pay a non-exempt employee must receive. If the federal minimum rate differs from Arizona's minimum wage, the higher of the two wages is used.

D. Youth Employment

The FLSA and Arizona's Youth Employment Laws (ARIZ. REV. STAT. § 23-230 et seq.) establish specific working hours and occupations for minors under eighteen (18), with limited exemptions. Before hiring minors under eighteen (18), departments must obtain approval from Human Resources to ensure compliance with federal and state youth employment laws. Furthermore, departments must monitor the work of minors until they reach the age of eighteen (18) to ensure compliance with these laws.

VI. AUTHORITY OF THE CITY MANAGER

The City Manager may authorize additional compensation options including, but not limited to recruitment incentives, employee referral incentives, bilingual pay, differentials, premium pay, specialty pay, etc. based on operational needs, market conditions and available funding. Any additional compensation authorized must be funded through the current budget allocation approved by the Council. Additionally, the City Manager may approve administrative exceptions to this Policy that are consistent with the intent of this policy.

VII. FACTORS USED TO DETERMINE EMPLOYEE COMPENSATION

A. Applicable and Quantitative Qualifications

1. Knowledge, Skills, and Abilities: What employees know and can do.
2. Productivity/Proficiency: Services employees produce in a certain amount of time.
3. Applicable Experience: Current and prior experience at the same level of responsibility, scope, and relevancy to the position in question. This does not include lower-level experience that helped the candidate qualify for the position.
4. Certification: Must be job-related and beneficial to perform the job.
5. Education: Must be job-related and beneficial to perform the job.
6. Performance: Demonstrated proficiency in accomplishing assigned tasks

B. Internal Equity

Employees' salaries with similar applicable qualifications need to be considered to ensure pay equity.

VIII. ESTABLISHING AND ADJUSTING COMPENSATION

A. Job Offers

1. Job offers (including temporary hires) shall be commensurate with the candidate's applicable and quantitative qualifications (as outlined in their employment application), internal equity and available budget.

2. Justification for offers above the minimum of the salary range must be submitted in writing to the Human Resources Department. The Human Resources Department will make the final determination on all job offers.

3. Job offers above the first quartile (i.e. halfway between the minimum and the midpoint of the range) will require approval of the Human Resources Director and concurrence of the City Manager. Offers shall not exceed the maximum of the salary range.

B. Transfers

1. Employees may be voluntarily or involuntarily transferred from one position to another vacant position in another department within the same job class or pay grade for which the employee qualifies.

2. Voluntary transfers occur when an employee applies and is selected for a position with the same job class or pay grade in another department through a competitive recruitment process.

3. When in the best interests of the City, the City Manager may approve a non-competitive involuntary transfer of an employee from one department to a vacant position in another department in the same job class or pay grade for which the employee qualifies.

4. Employees transferring between departments, voluntarily or involuntarily, will do so at their same base pay rate.

    a. Exceptions, with justification, must be submitted from the gaining Department Director to the Human Resources Director prior to the effective date of the transfer. Approval by the Human Resources Director, with the concurrence of the City Manager, is required.

5. When part or all of a department's functions and personnel transfer to another department, affected employees are transferred at the same base pay rate to the new department without serving a new probationary period.

6. Employees who are transferred will not be required to serve a new probationary period.

7. Transferred employees retain their review date for performance evaluations.

8. All leave accruals will remain the same.

C. Reassignments

1. Employees may be voluntarily or involuntarily reassigned from one position to another vacant position in their current department within the same job class or pay grade for which the employee qualifies.

2. Voluntary reassignments occur when:

   a. An employee applies and is selected for a position with the same job class or pay grade in their current department through a competitive recruitment process; or

   b. The Department Director, with concurrence from the Human Resources Director, approves a request from an employee to be non-competitively reassigned to another vacant position in their current department for which they qualify; or

   c. The City Manager, when in the best interests of the City, approves a request from a Department Director to implement an involuntary reassignment of an employee to a vacant position within their current department.

3. Employees who are reassigned, voluntarily or involuntarily, will remain at their same base pay rate.

   a. Exceptions, with justification, must be requested from the Department Director to the Human Resources Director prior to the effective date of the reassignment. Approval by the Human Resources Director, with the concurrence of the City Manager, is required.

4. Employees who are reassigned will not be required to serve a new probationary period.

5. Reassigned employees retain their review date for performance evaluations.

6. Reassigned employees retain any previously accumulated leave balances. Future accruals are subject to change in accordance with the specifications of the new position.

D. Promotion

1. A promotion is the movement of an employee from a position in one job class to a position in another job class assigned to a higher pay grade through a competitive recruitment process.

2. When an employee is promoted, the new salary is determined as a percentage increase based on the employee's new responsibilities while considering internal equity and available budget. Typically, employees are eligible to receive up to a 5% pay increase for a promotion of one (1) pay grade and 10% for a promotion of two (2) or more pay grades.

3. The Human Resources Department will make the final determination on all job offers for promotion.

4. Any job offers above the midpoint of the new job class or pay grade or 10% of the employee's current base pay rate will require approval of the Human Resources Director and concurrence of the City Manager. Promotional increases shall not exceed the maximum of the new pay grade.

5. Promoted employees will serve the applicable promotional probationary period associated with the new position.

E. Reclassification

1. Reclassification requests may be initiated by Department Directors, Deputy City Managers, Assistant City Managers, the City Manager or the Human Resources Department and are generally reviewed annually as part of the budget cycle for the upcoming fiscal year.

2. Reclassifications shall not be used as a mechanism to increase employees' pay; rather, they should be used to ensure positions are assigned to the appropriate classification based on duties.

3. A reclassification may be warranted when:

   a. The City's job classes or pay grades are modified and it is determined by the Human Resources Department that the position belongs in another job class or pay grade;

b. Significant and permanent (e.g., greater than one year) changes in the position's assigned duties and responsibilities. These may include but are not limited to:

1) Changes in the level of complexity

2) Changes in the nature of contact or level of supervision received and/or exercised with others

3) Changes in the organizational impact of the position

4) Changes in the knowledge, skills, and abilities required to perform the position successfully

4. Requests resulting from the following will generally not be considered for reclassification.

a. Changes in duties that are within the same scope of responsibility (e.g. a larger workload);

b. Modifications to duties that are temporary;

c. Assignment of significantly different duties that are not the result of changes over time (e.g., the immediate addition of duties that should be handled through the position change request process and a subsequent recruitment);

d. Assignment of duties for which the employee is receiving a special work assignment;

e. Movement from a FLSA non-exempt position to an exempt position;

f. Movement to a job class where the incumbent does not meet the minimum qualifications.

5. Typically, if a reclassification results in an employee being assigned to a higher job class or pay grade, the employee's base pay rate will be adjusted with a five percent (5%) increase unless more is required to reach the minimum of the new pay grade. A reclassification shall not cause an employee to exceed the maximum of the new pay grade.

6. If an employee is assigned to a lower job class or pay grade, the employee will be placed in the new pay grade without any decrease in pay. If the employee's rate of pay exceeds the maximum of the new pay grade then the employee will be ineligible for any base pay rate increases. When the pay grade increases to exceed the employee's base pay rate then the employee will again be eligible for base pay rate increases.

7. Reclassifications require approval of the Human Resources Director and concurrence of the City Manager.

8. Reclassifications are not demotions or promotions, nor are they used as disciplinary action or incentive.

9. Reclassifications do not warrant a new probationary period.

F. Involuntary Demotions

1. Employees, who are involuntarily demoted as a result of a disciplinary action or unsuccessful completion of original or promotional probation, shall be placed in the new classification and their base pay rate shall typically be reduced by at least five percent (5%). The Human Resources Department will make the final determination on all salaries associated with involuntary demotions. The new base pay rate shall not exceed the maximum of the pay grade.

2. If a Department Director involuntarily demotes an employee, the employee shall not be required to serve a probationary period in the position to which demoted unless the employee was still on original probation at the time of the demotion.

3. The review date for performance evaluations shall remain the same.

G. Voluntary Demotions

1. Employees may request a non-competitive voluntary demotion from one position to another vacant position at a lower job class/pay grade within their current department for which they qualify.

2. If approved by the Department Director, the affected employee will typically have their base pay rate reduced by at least five percent (5%). The Human Resources Department will make the final determination on all salaries associated with voluntary demotions. The new base pay rate shall not exceed the maximum of the pay grade.

H. Cost of Living Adjustment (COLA)

1. For each budget year, the City Council determines the amount, if any, of an across-the-board salary increase for employees.

2. This increase is subject to the city's overall financial state, as determined by the City Council and City Manager.

3. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate period as specified by the City Council and City Manager

I. Merit Pay

1. Each budget year the City Council determines the amount, if any, of a merit pay increase for employees.

2. Employees must have a rating equivalent to at least a “meets expectations” on their most recent performance evaluation. Until employees who are not meeting expectations improve their performance to a rating equivalent to “meets expectations”, they:

   a. Are not eligible for a merit pay increase.

   b. Will receive any warranted merit pay increase prospectively after their performance improves to at least a “meets expectations” or equivalent.

3. Eligible full-time and part-time employees chosen to receive a merit increase will receive the increase at the beginning of the fiscal year or as specified by the City Council and City Manager.

4. Employees on original or promotional probation will receive their merit increase upon successfully completing their probationary period and probationary evaluation.

5. Merit pay increases will be subject to the city's overall financial state, as determined by the City Council and City Manager.

J. Critical Retention Pay Adjustment

1. Department Directors may request a critical retention pay adjustment not to exceed the maximum pay grade for the position, for a current employee that has received an offer of employment from another agency for a comparable position (not a promotion). Such requests are unique and will only be considered when it has been determined that the employee possesses critical knowledge, skills, etc. that would significantly impact City operations if they were not retained.

2. Justification must be submitted to the Human Resources Department for evaluation and analysis.

3. Approval by the Human Resources Director and the City Manager is required.

IX. COMPONENTS OF COMPENSATION

A. Overtime Pay (OT)

Overtime may be authorized by a supervisor, Department Director, City Manager, or designee, as necessary to meet business needs. FLSA non-exempt employees have the right to be paid for overtime worked. FLSA exempt employees are not eligible for overtime compensation.

1. Overtime Compensation

a. Hours worked over the maximum number permitted by the FLSA in non-exempt employees' established workweek (typically 40 hours in a seven (7) day workweek) are considered overtime and are paid at a rate of one and one half the employees' regular rate of pay. Firefighters and sworn police officers may have different work periods with different overtime requirements.

b. Overtime pay is based on the number of hours actually worked and does not include time that is not actually worked (e.g., holidays and leave time). Exceptions may exist for employees covered by an employee organization memorandum of understanding approved by City Council.

c. Supervisors, with concurrence of their Department Director, shall decide, using fair and equitable work and skill related factors, which employee(s) will be assigned to work overtime based on departmental needs.

2. Absent extenuating circumstances, all overtime worked must have the supervisor's prior authorization. Departments shall establish procedures for obtaining prior authorization and establish what constitutes an extenuating circumstance. Supervisors are encouraged to use flexible scheduling within the same workweek to minimize the use of overtime, when possible. Unauthorized overtime hours worked by non-exempt employees are still compensable hours worked; however, an employee that has worked unauthorized overtime may be subject to disciplinary action up to and including termination.

3. Supervisors, with concurrence of their Department Director, may, at their discretion, allow FLSA non-exempt employees to make up hours spent out of the office on non-work or personal matters during the same workweek the absence occurred.

B. Compensatory Time Off

1. With supervisor approval, FLSA non-exempt employees may choose to convert worked overtime to compensatory time earned (e.g., "comp time") at the rate of one and one-half (1.5) hours comp time for every one (1) hour of overtime worked by the employee in place of monetary payment of OT.

2. The use of comp time shall be scheduled in accordance with the departmental guidelines and procedures. An employee shall be permitted to use accumulated comp time within a reasonable period upon request, with supervisor approval, so long as it does not unduly disrupt City operations.

3. Employees may accumulate a maximum of sixty (60) hours (e.g., forty (40) hours worked multiplied by 1.5 OT rate.) Police Officers and Sergeants may accumulate a maximum of 150 hours (e.g. 100 hours worked multiplied by 1.5 OT rate).

4. All unused comp time balances are paid to the employee at the end of each fiscal year. Comp time is paid at their regular hourly rate equal to their base pay plus any specialty pays, if applicable. The city reserves the right to pay out comp time balances at any time.

5. Upon separation, any unused comp time balances will be paid at the regular hourly rate.

6. Employees promoted or reclassified into FLSA-exempt positions will be paid for the comp time at their regular hourly rate, typically by the first pay date following the effective date of the personnel action.

C. On-Call & Call Back Pay

1. On-Call Status

   a. Certain departments may designate FLSA non-exempt employees eligible for on-call pay when the employee is required to be in an on-call status.

   b. The employee must be accessible and available for work upon being contacted via telephone, cell phone, email, etc.

   c. Department directors shall establish reasonable maximum response times and communicate them in writing to those receiving on-call pay.

   d. The employee must also be in a physical condition that allows them to fully perform their duties.

   e. Availability of employees receiving on-call pay may be validated at any time at the discretion of the Department Director.

1. On-Call Pay Rate

   a. A FLSA non-exempt employee assigned to on-call status will be compensated at the on-call pay rate of two dollars per hour ($2.00/hr).

   b. On-call status begins after the completion of the employee's scheduled workday and continues until called back, relieved of their assignment, or the employee resumes their regular work schedule.

   c. Time spent in On-Call status will not be considered hours worked for the purpose of calculating overtime compensation.

2. On-Call Pay Exclusions

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

   a. On vacation leave

   b. On sick leave

   c. On administrative leave

   d. Receiving short-term disability benefits

   e. Receiving worker's compensation benefits

   f. On bereavement leave

   g. On an approved leave of absence (paid or unpaid)

h. Not available to work

i. Restricted to light duty

j. Restricted from performing work activities

3. On-Call Status Requirements

a. Employees serving in an on-call status must adhere to all of the following requirements:

1) Thoroughly check the working status of the telephone, cell phone, computer etc., before the on-call status begins and maintain it in operational mode at all times.

2) When notified, respond within the response times established and communicated by the department.

3) Arrive fully capable of performing all required job duties.

b. If an employee does not meet the criteria as defined above, they will forfeit the on-call pay from the time of the first attempt to contact the employee to the end of the on-call status time period.

c. An employee who is assigned to on-call status and cannot be reached or does not report within the response times established by their department may be subject to disciplinary action, up to and including termination.

d. An employee assigned to on-call status is responsible for documenting associated hours and forwarding to their supervisor for confirmation and approval. Supervisors are responsible for reviewing, validating and accurately recording hours associated with on-call and callback status.

e. Employees are required to ensure correct payment of on-call and callback pay and immediately report any discrepancies (e.g. underpayment, overpayment, etc.) to their supervisor and Payroll.

4. Call Back Pay

   a. Call Back Pay Rate (Reporting In-Person to a Physical Worksite)

      1) When a FLSA non-exempt employee in on-call status is called back to work (after completing their regular work schedule) and required to report to duty at a physical worksite away from their residence, the employee shall be paid the greater of hours worked upon return to duty or two (2) hours at their base pay rate subject to overtime for hours worked above 40 during the applicable work week.

      2) In extenuating circumstances, a Department Director, or designee, may authorize a minimum of two (2) hours of callback pay for a FLSA non-exempt employee that is not serving in an on-call status, but reports in-person to a physical worksite to perform work (after completing their regular work schedule) upon request.

      3) With the approval of the City Manager, Department Directors may establish internal policies to address unique operational needs that are consistent with the intent of this policy.

5. Call Back Pay Rate (Reporting Remotely Via Phone or Computer)

   a. When a FLSA non-employee in on-call status is called back to work (after completing their regular work schedule) and reports to duty remotely via phone or computer, the employee shall be paid for time actually worked upon return to duty remotely rounded up to the nearest 15-minute increment. Example 1: an employee responds to an issue remotely and performs 5 minutes of work. They will receive pay for a total of 15 minutes (0.25 hours). Example 2: an employee engages in a phone call for 5 minutes and then receives another phone call 5 minutes later that lasts for 2 minutes. They will receive pay for a total of 15 minutes (0.25 hours).

   b. In extenuating circumstances, a Department Director, or designee, may authorize a FLSA non-exempt employee that is not serving in an on-call status, but reports remotely via phone or computer to perform work (after completing their regular work schedule) upon request to receive pay for time actually worked upon return to duty remotely rounded up to the nearest 15-minute increment.

   c. With the approval of the City Manager, Department Directors may establish internal policies to address unique operational needs that are consistent with the intent of this policy.

D. Special Work Assignments

1. A Department Director may request a Special Work Assignment (SWA) for an employee when they are required to perform the duties of a vacant or temporarily absent position; or for a major project or higher-level responsibilities for a defined period of time. The Human Resources Department is responsible for evaluating and approving requests for Special Work Assignments.

2. Vacant or Temporarily Absent Positions

   a. The position must be assigned to a higher pay grade than the employee's current position and the assignment must be for a minimum of 14 consecutive calendar days, starting at the beginning of a pay period.

   b. Typically, employees are eligible to receive up to a 5% base pay rate increase if the vacant position is assigned one (1) pay grade higher than the employee's current job class, or up to a 10% base pay rate increase if the vacant position is assigned two (2) or more pay grades higher than the employee's current job class. SWA pay cannot exceed the maximum of the salary range associated with the higher-level position. When considering the amount of the pay increase, the higher-level responsibilities need to be evaluated in relation to the employee's current job. It may not be appropriate to pay the entire amount if the employee is not taking on the majority of duties.

   c. If two (2) or more employees receive an SWA to cover for one position, the SWA pay will be divided by the number of employees performing the duties based on the division of responsibilities.

3. Major projects or Higher-Level Responsibilities for a Defined Period of Time

   a. Additional duties or projects must be so significant that they would justify the assignment of the employee's position to a higher grade for a minimum of 14 consecutive calendar days, starting at the beginning of a pay period.

   b. Ordinarily, the amount of pay may not exceed 5% above the employee's current base pay rate. Department directors, with supporting justification, may request more than 5% for approval by the Human Resources Director and the concurrence of the City Manager.

4. Duration

   a. SWA's must be for a minimum of 14 consecutive calendar days, starting at the beginning of a pay period. Ordinarily, SWAs for temporary assignments to vacant or temporarily absent positions should not extend beyond six (6) months, while SWAs for major projects should not extend beyond the project completion. Department directors must request approval from the Human Resources Department to extend SWA's beyond the approved estimated end date up to a maximum of six (6) additional months.

   b. Department directors must follow a fair and equitable process to select employees for these assignments. Employees must meet minimum qualifications for the assignment. Additionally, departments must fund SWA's within their existing budget without creating an unfunded obligation.

   c. Departments must end SWA's once they are no longer necessary. A reduction in, or rescission of, an SWA does not constitute a demotion and is not subject to appeal.

   d. Human Resources will review SWAs for accuracy and compliance with this policy. SWAs may not be approved or may be approved at an amount lower than the amount requested. As such, it is imperative not to communicate with employees regarding SWAs until they are approved.

E. Holiday Differential Pay

1. Regular, full-time and part-time non-exempt employees and temporary employees who are required to work on designated holidays (See, Administrative Policy) will be paid a holiday differential pay equal to one-half (.05) of their regular base pay rate for hours worked on a designated holiday.

2. Holidays are defined as the 24-hour period on the designated holiday (e.g., 12:00 AM to 11:59 PM). For requirements and specifications, see Administrative Policy.

3. Firefighters will be paid in accordance with an approved employee organization memorandum of understanding.

F. Shift Differential

1. Only regular or probationary full-time and part-time non-exempt employees, including sworn police employees below the rank of lieutenant, are eligible for shift differential.

2. Temporary employees and employees of the Fire Department are not eligible for shift differential.

3. Shift differential shall be paid for regularly scheduled work shifts scheduled to begin or end between the hours of 9:00 p.m. and 4:00 a.m. at the following rates:

   a. $0.55 per hour for hours worked between 9:00 pm and 12:00 am.

   b. $0.75 per hour for hours worked between 12:01 am and 4:00 am.

4. Shift differential is not paid for hours worked over the regular shift when work is a continuation of the regular shift.

5. Employees who are called back or who are covering another shift for another employee and perform work outside their regularly assigned shifts do not receive shift differential.

G. Specialty Pays

When applicable and authorized by a Department Director, employees may be compensated for specialty pay. Employees placed on administrative or approved medical leave exceeding eighty (80) hours will not receive specialty pay until they are approved to return to full-duty status.

1. Public Safety Dispatcher Pay

   Public safety dispatchers, assigned by the Police Chief to fulfill the duties of public safety training dispatcher, shall receive public safety training dispatcher pay at an amount determined by administrative policy for the term of the assignment. Public safety training dispatcher pay begins as soon as they begin performing in the position.

2. Battalion Chief Coverage Pay

   Battalion Chiefs regularly assigned to work the fifty-six (56) hour shift may be eligible for coverage pay. For requirements and specifications, see Administrative Policy.

3. Bilingual Pay

   Employees may be eligible to receive bilingual pay for Spanish language skills. For requirements and specifications, see Administrative Policy.

4. Uniform Allowance and Safety Shoe Reimbursement

   Employees who perform work that requires an employee to wear a uniform and/or safety shoes may be provided with a uniform and/or safety shoes, or a stipend in the form of an allowance or reimbursement. For requirements and specifications, see Administrative Policy.

5. Cell Phone Stipend

   Elected officials and employees who require a cellular telephone to carry out their job duties may be eligible for a monthly stipend. For requirements and specifications, see Administrative Policy.

6. Field Training Officer (FTO) Pay

   a. Police officers and a coordinating Sergeant, assigned, by and at the sole discretion of the Police Chief or designee, to fulfill the duties of a full-time field training officer ("FTO"), shall receive FTO pay in the amount of 5% of their base pay rate for the term of the assignment once they have successfully completed the National Association of Field Training Officer's ("NAFTO") certification course or other appropriate training.

   b. Qualified officers assigned by the Police Chief or designee to a FTO assignment on a temporary basis shall receive 5% of their base pay rate when actually performing FTO duties. FTO specialty pay will be paid by shift or actual hours, whichever is greater.

7. Sergeant Supervising Field Training Officer Pay

   Police Sergeants who supervise a field training officer (FTO) shall receive FTO supervisory pay in the amount of 3% of their base pay rate by shift or actual hours worked, whichever is greater. This specialty pay is only applicable for hours or shift the FTO is training an Officer in Training (OIT) and is under the supervision of the Sergeant.

8. Detective Pay

   Police officers and Sergeants assigned by the Police Chief, or designee, to fulfill the duties of detective shall receive detective pay in the amount of 5% of their base pay rate for the term of the assignment. Detective pay begins as soon as they begin performing in the position.

9. Internal Affairs Investigator Pay

   Sergeants assigned by the Police Chief, or designee, to fulfill the duties of internal affairs investigator, shall receive Internal Affairs Investigator pay in the amount of 5% of their base pay rate for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position.

10. Motor Pay

    Police officers and sergeants, assigned by the Police Chief, or designee, to fulfill the duties on motor patrol, shall receive motor pay in the amount of 5% of their base pay rate for the term of the assignment. Motor pay begins as soon as they begin performing in the position.

11. Canine Handler Stipend

    Police officers assigned by the Police Chief to fulfill the duties of Canine Handler, shall receive a canine handler stipend in the amount of $175 per month for the term of the assignment. The canine handler stipend begins as soon as they begin performing in the position.

12. Sergeant Training New Sergeants Pay

    Sergeants assigned by the Police Chief or their designee to fulfill the duties as a Sergeant Training New/Re-entry Sergeants shall receive Sergeant Training New Sergeants pay in the amount of 5% of their base pay rate. The extra pay will be calculated by shift or actual hours worked, whichever is greater. Pay begins as soon as they begin performing in the assignment.

13. Community Action Team Pay

    Police Officers and Sergeants, assigned by the Police Chief to fulfill the duties on the Community Action Team (CAT), shall receive CAT pay in the amount of 5% of their base pay rate for the term of the assignment. CAT pay begins as soon as they begin performing in the position.

14. Police Officer & Sergeant Shift Premium Pay

    The City Manager may authorize Shift Premium Pay for non-exempt hourly sworn officers and sergeants in the Police Department to help staff hard to fill patrol shifts in order to ensure minimum staffing levels are maintained. When authorized, the department will be required to use vacancy savings to fund Shift Premium Pay. The associated amounts and requirements will be approved by the City Manager and outlined in a department policy and/or procedure.

H. Retention Programs & Incentive Pay

1. Retention Bonus for Sworn Police Officers

   Sworn Police Officers and Sergeants who complete original probation and are continuously employed with the City for a minimum of one (1) year but less than five (5) years may be eligible to receive a retention bonus for each year of service. For requirements and specifications, see Administrative Policy.

2. Productivity Pay

   Sworn firefighters may be eligible to receive Productivity Pay in accordance with the active Memorandum of Understanding (MOU) between the Professional Firefighters Association (APFFA) and the City. For requirements and specifications, see City of Avondale and Avondale Professional Firefighters Association Local 3924 Memorandum of Understanding (MOU) FY2025 & FY2026.

3. Public Safety Retention Program

   Full-time, sworn employees who complete original probation, are continuously employed with the City, and do not participate in any other City-sponsored retention plans or productivity pay programs may be eligible for the Public Safety Retention Program. For requirements and specifications, see Administrative Policy ##.

4. Police Physical Aptitude Incentive

   Police Officers can receive up to $250 twice per calendar year (totaling $500) upon passing designated physical aptitude tests. For requirements and specifications, see Administrative Policy 22.

I. Paid Time Off Sell Backs

1. Vacation Leave Sell-Back

   Regular, full-time, and part-time City employees may be eligible to sell back a portion of accrued vacation and compensation time in December of each fiscal year, permitting funding availability and approval by the City Council, City Manager, and Department Director. For consideration, eligible employees must submit a Sell Back Form by November 30th of each fiscal year. For requirements and specifications, see Administrative Policy.

2. Police Department Comp Time Sell-Back

   Regular, full-time employees within the Police Department are eligible for comp time sell back in June and December of each fiscal year, as approved by the Chief of Police and available funds. Eligible employees must submit a Sell Back Form to the Chief of Police no later than November 30th and June 30th of each fiscal year. For requirements and specifications, see Administrative Policy.

3. Fire Fighters Engineers, and Captains

   Vacation sell back will be permitted according to the active Memorandum of Understanding (MOU). Eligible employees must submit their request on the Sell Back Form to the Fire Chief by the deadlines in the MOU. Sell backs will be approved by the Fire Chief based on seniority and fund availability. For requirements and specifications, see City of Avondale and Avondale Professional Firefighters Association Local 3924 memorandum of Understanding (MOU) FY2025 & FY2026.

4. Sick Leave Sell-Back for Police Officers & Sergeants

   Sworn Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back up to forty (40) hours of accrued sick leave per fiscal year. For requirements and specifications, see Administrative Policy.

5. Sick Leave Compensation Program for Retiring Police Officers and Sergeants

   Sworn Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back up to 1000 hours of accrued sick leave upon retirement. For requirements and specifications, see Administrative Policy.

X. SEVERANCE PAY

Under limited circumstances, Department Directors may request approval of Severance Pay for employees separating from employment where it is appropriate to obtain a Release of Claims. An employee may not receive Severance Pay without signing a Severance Agreement.

A. Severance agreement justification must include the following:

   1. Business reason for offering a Severance Agreement in exchange for a Release of Claims.

   2. Total amount of severance pay or tangible benefit.

   3. Verification from the Finance & Budget of available funding to cover the severance pay or tangible benefit.

4. Basis upon which the amount of severance pay or tangible benefit was calculated.

B. Approval Process

1. Department directors must notify their Deputy or Assistant City Manager of proposed severance agreements as soon as they decide to request such action.

2. The Human Resources Director and City Attorney must approve severance agreements.

3. Deputy City Managers and/or Assistant City Managers should review the severance agreements and requests with the City Manager.

4. Depending on the associated amount, final approval of Severance Pay is contingent upon City Manager or City Council approval.

XI. SEPARATIONS

A. The City will comply with all requirements outlined in A.R.S. § 23.353 regarding the payment of final wages for separated employees.

B. Employees who voluntarily resign and are otherwise in good standing will be paid for any eligible earned accrual balances as allowed by the City Chapter and Administrative Policy.

XII. PAY ADVANCEMENTS

The City does not offer pay advances. However, employees facing unforeseen emergencies may apply for a loan from the Employee Assistance Fund; see Administrative Policy.

XIII. PAYROLL CORRECTIONS

Employees who believe an error occurred regarding the reporting of their hours worked or payment for these hours must immediately report it to their supervisor and Payroll. Reports of errors will be promptly investigated.

XIV. APPROVAL

This policy is approved by Avondale City Manager Ron Corbin and has an effective date of XX/XX/XXX.

RESOLUTION NO. 1073-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 5 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO CLASSIFICATION AND COMPENSATION AND DECLARING AN EMERGENCY.

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

SECTION 1. Chapter 5 – Classification and Compensation of the City of Avondale Personnel Policies and Procedures dated June 17, 2024 ("Chapter 5"), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. It is necessary for the preservation of the peace, health and safety of the City of Avondale that an emergency is hereby declared to exists and this Resolution shall be effective immediately upon its passage and adoption.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 5 adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 1073-0624

[Chapter 5]

See following pages.

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City of Avondale's (City) job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decisions. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

   A job classification plan based on assigned work duties and responsibilities will be developed and maintained by the Human Resources Department for all positions in the City service.

   The job classification plan will include:

   a. A list of approved job classes arranged by occupational group.

   b. Each job class will include an overview of class specifications such as a list of positions, essential tasks, and minimum qualifications.

2. Administration of Classification Plan

   a. The City Manager, or designee, will approve all job classification plans prior to their implementation. This includes creating, updating, or eliminating any job classes within the plan.

   b. At the request of the City Manager or designee, the Human Resources Director will conduct job classification studies to create, update, or eliminate job classes and/or positions.

   c. The Human Resources Director may also conduct job classification studies whenever the organization or a position has undergone a significant change to duties and responsibilities.

B. Purpose of the Compensation Plan

1. Philosophy

   The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

   The purpose of the City's pay system is to attract and retain employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

3. Objectives

   a. The objectives of the City's compensation program are:

      - To clearly define the essential functions of each position through written job descriptions;
      - To provide compensation that is competitive with jobs outside the City;
      - To provide recognition for effective performance;
      - To comply with federal, state and local regulations;
      - To establish a system that is fiscally sound and cost effective;
      - To provide a program that is understood by employees;
      - To provide a pay system that can easily be administered and maintained; and
      - To establish a competitive pay grade (salary range) for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

   The compensation policy for the City will be established as an Administrative Policy based on the following concepts.

   a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.

b. Each job class in the City will be assigned to a pay grade (salary range) defined by minimum, mid, and maximum dollar limits. The pay grades define the pay opportunities for the job. Pay for each employee shall be within the assigned pay grade.

c. Each job class in the City will have a written job description. Job descriptions should be reviewed annually or as scheduled by the Human Resources Department. Employees will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

   a. Compensation plans may be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.

   b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Cost of Living Adjustment

   Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

7. Merit Pay

   Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

C. Authority of the City Manager

In addition to the authority already delegated to the City Manager in this Chapter, the City Manager may authorize additional compensation options and/or strategies including, but not limited to, incentives, premium pay, specialty pay, etc., based on operational needs and market conditions. Any additional compensation options and/or strategies authorized by the City Manager must be funded through the current budget allocation approved by the City Council.

CITY COUNCIL REPORT

ITEM NUMBER: 5.b.

SUBJECT: Resolution 1074-0624 - Amendments to the Personnel Policies and Procedures, Chapter 6, Employee Benefits

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

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

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

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

PURPOSE:
City Council will consider a request to adopt Resolution 1074-0624, amending the Personnel Policies and Procedures Chapter Policy 6, Employee Benefits by incorporating language that allows for new benefits to be established for the upcoming fiscal year, which include paid parental leave, a personal leave bank, sick leave sell back program for eligible police officers and sergeants, and sick leave compensation program for eligible police officers and sergeants upon retirement. The timeframe associated with benefits eligibility was also updated in preparation for the new fiscal year. Additionally, the holiday leave section has been removed to alleviate confusion with the current administrative policies that exist related to holiday leave and holiday schedules. Lastly, general, non-substantive verbiage updates are also being proposed. This request is also seeking approval from Council to declare this resolution an emergency with an effective date of July 1, 2024. The Council will take appropriate action.

BACKGROUND:
In preparation for the new benefits being implemented in Fiscal Year 2025, Human Resources is proposing amendments to Chapter 6. Additionally, holiday leave currently exists in Chapter 6 as well as in two separate administrative policies. Human Resources is proposing that language be removed from Chapter 6, which would make the administrative policies the primary point of reference for requirements associated with holiday leave. During the review, language was identified to provide further clarity for specific sections of the Chapter.

DISCUSSION:
Effective July 1, 2024, the following new benefits will be provided to City employees:

- Paid Parental Leave
- Personal Leave Bank
- Sick Leave Sell Back Program for Eligible Police Officers & Sergeants

- Sick Leave Compensation Program for Eligible Police Officers & Sergeants Upon Retirement
- Revised Benefits Effective Date for New Employees

In order to establish these new benefits and associated administrative policies, where applicable, it is necessary to memorialize these new benefits within Chapter 6. Additionally, during this review, it became apparent that the subject of holiday leave exists in both Chapter 6 and administrative policies. In order to alleviate any potential confusion on the primary source of information associated with holiday leave, Human Resources is proposing that the holiday leave verbiage be removed from Chapter 6. Copies of the proposed administrative policies for the new benefits will be included for Council's reference.

BUDGET IMPACT:
Anticipated costs associated with the new benefits being offered have been included in the FY2025 budget.

RECOMMENDATION:
Staff recommends Council adopt the proposed revisions to Avondale Chapter 6, Employee Benefits.

Contact person for document distribution: *Andrew Mesquita*

CHAPTER 6
Employee Benefits

A. Definitions

Throughout this policy, definitions set out in ARIZ. REV. STAT. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the Director of the City department to whom the employee is assigned or the Department Director's designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Regular, full-time employee – an employee who works thirty (30) hours or more per week and is not currently serving a probationary period.
7. Regular, non-Exempt employee – an employee who is not an exempt employee.
8. Regular, part-time employee – an employee who works less than thirty (30) hours per week and is not currently serving a probationary period.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. "Sick leave" has the same meaning as "earned paid sick time" as that term is used in ARIZ. REV. STAT. §23-371.
10. Temporary employee – an employee typically hired to work for a duration of less than one year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for health benefits based on the average number of hours worked.
11. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.
12. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is calculated. The standard work period of 40 hours (Monday through Sunday) applies to all

employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Sick Leave

1. Sick Leave Accruals

Employee Type	Accrual Rate	Max Accrual
Full-time Regular and Probationary	3.70 hours per pay period	No limit
Part-time Regular and Probationary	1 hr per 30 hours worked	No limit
Temporary	1 hr per 30 hours worked	40 hours

a. Full-time regular and probationary employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period. These hours are accumulated without limit.

b. Part-time regular and probationary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked. These hours are accumulated without limit.

c. Temporary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked up to a maximum of 40 hours.

d. Upon hiring any employee, a Department Director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with the concurrence of the City Manager, must approve this request prior to any official written offer of employment.

2. Acceptable Use

a. Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.

b. Employees may use accrued paid sick leave time for any of the following reasons:

1) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in ARIZ. REV. STAT. §23-371, which is the following:

   a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;

   b) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;

   c) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

   d) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

   e) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

3) Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. §23-371 and 23-373.

4) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

5) In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.

c. An employee will not be subject to retaliation or discrimination for using sick leave in accordance with this policy.

d. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.

e. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.

f. Sick leave may be taken when approved by the employee's Department Director, or designee, according to the notification and documentation procedures of City policy.

g. An absence of three or more consecutive workdays shall be reported to the Human Resources Department by the Department Director, or designee, to determine if FMLA leave is warranted.

h. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

i. Sick leave must be used in increments of at least fifteen (15) minutes per occurrence for non-exempt employees. This requirement also applies to exempt employees who have not worked at least half of their scheduled shift.

j. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.

3. Notification

a. Absent extenuating circumstances, an employee shall notify their Department Director, or designee, as soon as they know they will be unable to work, but no later than 30 minutes prior to the start of their shift. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.

b. An oral or written request by the employee is acceptable. The following methods may be used:

1) Telephone Call

2) Email

3) Text message

4) City timekeeping or scheduling system (if scheduling sick leave in advance)

c. Employees are responsible for confirming delivery of any notification. Supervisors shall confirm receipt of notification.

d. When known, the employee shall include the expected duration of the absence in the request.

e. An employee must notify their supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.

f. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical documentation substantiating their need for continued leave to the Human Resources Department.

g. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the following actions will be taken.

1) Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.

2) Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate termination and the employee automatically waives all appeal rights under this policy.

4. Documentation

a. Employees are responsible for recording all use of paid sick time in the City's timekeeping or scheduling system. Supervisors are responsible for reviewing and approving the accuracy of each entry.

b. For earned paid sick time of three or more consecutive workdays, a Department Director, or designee, may require reasonable documentation that the earned paid sick time was used in accordance with section B.2. Acceptable Use of this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

c. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

1) A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

2) A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;

3) A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;

4) A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;

5) A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or

6) An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

5. Compensation for Unused Sick Leave upon Resignation or Retirement

   a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

   b. Compensation upon retirement will be as follows:

      1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

      2) Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

      3) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater. Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to receive a greater sick leave payout. See Administrative Policy Sick Leave Compensation Program for Police Officers and Sergeants for details.

   c. Temporary employees hired after March 4, 2024, are not eligible for compensation of unused sick leave upon resignation. Any unused balance will be forfeited upon resignation per ARIZ. REV. STAT 23-372.

   d. Employees who resign (including retirement) from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire and are immediately eligible to use sick leave for qualifying reasons.

   e. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.

   f. An employee may not use sick leave after their last day worked.

   g. Employees who voluntarily resign prior to completing original probation will not be compensated upon separation for front-loaded sick leave provided at the time of hire, if applicable.

6. Sick Leave Sell Back Program

   Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back a portion of accrued sick leave. See Administrative Policy Sick Leave Sell Back Program for Police Officers and Sergeants for details.

C. Family and Medical Leave Act (FMLA)

1. General Provisions

   It is the policy of the City to grant up to 12 weeks of FMLA leave to eligible employees per year as measured forward from the first date an employee initiates their FMLA leave (e.g. starts November 6 and ends November 5 of the following year.) The City may grant up to 26 weeks per year ,as measured forward from the date FMLA was initiated, for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. Based on available information, the City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

   To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

   a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

   b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

   To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

   a. The birth of a child and in order to care for that child;

   b. The placement of a child for adoption or foster care and to care for the newly placed child;

   c. To care for a qualifying family member (e.g., spouse, child, or parent) with serious health condition; or

d. The serious health condition (described below) of the employee.

   1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

   2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave per year as measured forward from the date FMLA was initiated to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

g. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

h. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

i. The City requires an employee to provide a doctor's certification of a serious health condition. The certification process is outlined in this policy. The City relies heavily on the health care provider's assessment.

j. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

k. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

2. Employee Status and Benefits During Leave

a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

3. Employee Status After Leave

   Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

4. Use of Paid and Unpaid Leave

   a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.

   b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

5. Intermittent Leave or a Reduced Work Schedule

   a. Based on medical documentation provided by the employee's or covered family member's health care provider, an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

   b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see 29 CFR §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying exigency as defined in this policy.

d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. Additionally, employees must notify their supervisor that the absence is FMLA-related to ensure appropriate time tracking.

e. Absent extenuating circumstances, an employee using intermittent leave due to medical necessity should notify their supervisor as soon as they know that they will be unable to work, but no later than the thirty (30) minutes prior to the start time of the employee's workday.

f. An employee must notify their supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

6. Certification of the Serious Health Condition

a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

b. The City requires certification of a serious health condition.

1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.

2) Failure to provide certification may result in a denial of designation or continuation of FMLA leave.

c. Medical certification may be provided by using the medical certification form.

d. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

e. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

f. Based on an objective review of the medical information provided by an employee's health care provider, the City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

2. Certification related to active duty orders or call to active duty.

   The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

3. Procedure for Requesting Leave

   a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

   b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

   c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

   d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the health care provider re-certify that the extended leave is medically necessary.

   e. If an employee does not provide proper notification to Human Resources, the employee

will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

4. Job Benefits and Protection

   a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

   b. Upon return from FMLA leave, due to the employee's own serious health condition, the employee must provide sufficient documentation from their health care provider authorizing their return to work.

   c. Upon return from FMLA, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

   d. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

   e. FMLA makes it unlawful for any employer to:

      1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

      2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

   f. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

5. Enforcement

   a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

   b. An eligible employee may bring a civil action against an employer for violations.

   c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

D. Paid Parental Leave

Full-time employees may be eligible for Paid Parental Leave. See Administrative Policy Paid Parental Leave for details.

E. Vacation Leave

1. Vacation Leave Accruals

   a. All full-time, regular, and probationary employees, excluding sworn firefighters covered by an approved employee organization memorandum of understanding, will accrue vacation leave as follows:

FULL-TIME EMPLOYEES			
	Tenure (Years)	Hours per Pay Period	Hours per Year
Non-Exempt	0 - 1.99	3.7	96.2
	2 - 4.99	4.47	116.2
	5 - 9.99	5.39	140.12
	10 - 14.99	6.31	164.04
	15+	6.93	180.16
Exempt	0 - 1.99	4.62	120.12
	2 - 4.99	5.39	140.12
	5 - 9.99	6.31	164.04
	10+	6.93	180.16

   b. All assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 – 4.99	6.31	164.04
5+	6.93	180.18

   c. All Department Directors, Deputy City Managers, and Assistant City Managers will accrue vacation leave as follows:

DEPARTMENT DIRECTORS, DEPUTY CITY MANAGERS, AND ASSISTANT CITY MANAGERS	
Hours per Pay Period	Hours per Year
6.93	180.18

d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 - 1.99	11.21	291.46
2 - 4.99	12.28	319.28
5 - 9.99	13.57	352.30
10 +	14.44	375.30

e. Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with concurrence of the City Manager, must approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for front-loaded vacation leave provided at time of hire as outlined in this section.

f. Part-time regular employees are not eligible to accrue vacation leave. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Leave

Eligible employees have a maximum accrual of vacation leave of 320 hours at the end of the calendar year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation leave of 448 hours at the end of the calendar year.

a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each calendar year.

b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the calendar year shall be forfeited unless the City Manager authorizes an exception in an individual case. The application for exception must be submitted through the Human Resources Department and shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

a. Vacation leave will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

b. During the original probationary period, vacation leave may be granted at the discretion of the Department Director, or designee.

c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy Sell Back Program for details.

5. Compensation for Vacation Leave Upon Separation

Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

F. Holiday Leave

Employees may be eligible for Holiday Leave and/or Holiday Differential Pay. See Administrative Policy Holiday Leave and Administrative Policy Holiday Schedule for details.

G. Personal Leave

Full-time regular and probationary employees are eligible to receive a Personal Leave bank of flexible paid hours that can be used to supplement holiday leave hours or as additional personal time off. See Administrative Policy Personal Leave Bank for details.

H. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

   An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

   An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

   There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

   a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

   b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

   a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

b. Compensation is based on the statutory limit set forth in Ariz. Rev. Stat. 23-901 to 23-1105. Arizona state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Human Resources in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

a. An employee may not leave the state for more than two weeks (15 or more days) while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.

b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.

c. If returned to work with restrictions, the health care provider must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

I. General Leave

1. General Leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.

   a. General Leave will last for no more than 60 calendar days.

   b. Accrued time off must be exhausted before an employee is eligible to take General Leave.

   c. General Leave is not intended for seeking employment outside of the City.

2. Requests for General Leave must be approved in writing by the employee's Department Director and the human resources director. Requests must include the purpose, start date, and end date of the general leave.

3. General Leave is unpaid and not job protected.

   a. The department may post to fill the employee's position upon commencement of General Leave.

   b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.

4. While on General Leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.

5. Vacation and Sick leave will not accrue while the employee is on General Leave.

J. Bereavement Leave

1. General

   Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time regular or probationary employees are eligible for bereavement leave. Part-time regular or temporary employees are not eligible for bereavement leave.

2. Immediate Family Defined

   For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step- child, step-parent, step-brother or step-sister.

3. Co-workers

   At the discretion of the employee's Department Director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

   The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

   In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

K. Military Leave

Upon written request to the employee's Department Director and submittal of required documentation, all regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay equal to the average number of regularly scheduled work hours allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.

L. Civic Duty Leave

1. General

   Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

   Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

   a. The distance to the work location would preclude timely reporting for the civic duty; or

   b. The employee cannot return to work at least one hour before the end of the work shift;

   c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

   a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

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

5. Jury and Witness Compensation

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

M. Arizona Victim's Leave Law

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to utilize available leave balances to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Available Leave

a. A request for use of available leave must be made to the immediate supervisor with as much notice as practical. In making this request, the employee shall provide both of the following documents:

1) A copy of the form provided to the employee by the law enforcement agency.

2) A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

b. Leave records under this policy shall be maintained in a confidential manner.

c. When using available leave, the eligible employee may use accrued sick leave, personal leave, vacation leave, or compensatory time earned.

d. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work.

e. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager.

f. The City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

N. Administrative Leave

The Human Resources Director, with the concurrence of the City Manager, may authorize administrative leave for any employee pending an administrative investigation, an internal inquiry to gather facts, or for other administrative reasons which are in the best interest of the City as determined by the City Manager.

O. Using Leave

1. All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.

2. Department Directors may authorize exceptions not to reduce leave hours when a non-exempt employee works in excess of their regular work schedule during the applicable workweek, based on operational needs. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

P. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to eligible full-time employees. Insurance coverage begins the first day of the month following the employee's first day of employment. (Ex. An employee's start date is May 15th, therefore, insurance coverage begins on June 1st).

1. Medical Insurance

Eligible employees may elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans unless they qualify for coverage under the Affordable Care Act (ACA).

2. Dental Insurance

   Eligible full-time employees may elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

   Eligible full-time employees are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

   The City may provide optional benefits through payroll deduction.

Q. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

R. Workers' Compensation Insurance

1. General

   Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statues.

2. Reporting Period

   All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

   The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

S. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

T. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.

2. The City may elect to contribute funds to employee's Deferred Compensation Plan

U. Health Savings Account (HSA)

1. General

   Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

   Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

   The City may elect to contribute funds to employees' HSA accounts.

V. Flexible Spending Arrangements (FSA)

1. General

   Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

   a. Employees may contribute to FSA accounts up to the limit set by the City.

   b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

W. Public Safety Homeowner Incentive Program

1. To ensure competitiveness in the recruitment and retention of critical public safety staff, the City may fund a Public Safety Homeowner Incentive Program dependent on annual funding identified during the budgeting process.

2. The City Manager will be responsible for establishing the eligibility, conditions, and other requirements of the program through an applicable administrative policy.

CHAPTER 6
Employee Benefits

A. Definitions

Throughout this policy, definitions set out in ~~Arizona Revised Statute~~ARIZ. REV. STAT. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the D~~d~~irector of the City department to whom the employee is assigned or the ~~department director~~Department Director's designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Regular, full-time employee – an employee who works thirty (30) hours or more per week and is not currently serving a probationary period.
7. Regular, non-Exempt employee – an employee who is not an exempt employee.
8. Regular, part-time employee – an employee who works less than thirty (30) hours per week and is not currently serving a probationary period.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. "Sick leave" has the same meaning as "earned paid sick time" as that term is used in ARIZ. REV. STAT. §23-371.
10. Temporary employee – an employee typically hired to work for a duration of less than one year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for health benefits based on the average number of hours worked.
11. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.
12. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is

calculated. The standard work period of 40 hours (Monday through Sunday) applies to all employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Sick Leave

B. Sick Leave Accumulation of Sick Leave

1. Accruals

Employee Type	Accrual Rate	Max Accrual
Full-time Regular and Probationary	3.70 hours per pay period	No limit
Part-time Regular and Probationary	1 hr per 30 hours worked	No limit
Temporary	1 hr per 30 hours worked	40 hours

a. Full-time regular and probationary employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period. These hours are accumulated without limit. and these hours are accumulated without limit.

b. Part-time regular and probationary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked. These hours are accumulated without limit.

1.c. Part-time and tTemporary employees - hired after March 4, 2024, will shall accrue sick leave at a rate of one (1) hour for every 30 hours worked up to a maximum of 40 hours. of paid sick leave per calendar year.

2. Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.

Employee Type	Accrual Rate	Max Accrual
Regular or Probationary Full-time	3.70 hours per pay period	No limit
Regular or Probationary Part-time	1hr per 30 hours worked	No limit
Temporary	1hr per 30 hours worked	40 hours

3.d. Upon hiring any employee, a department directorDepartment Director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directorDepartment Directors and 120 hours for department directorDepartment Directors and above. The Human Resources Director, with the concurrence of the City Manager, must review and approve this request prior to any official written offer of employment.

C.2. Sick LeaveAcceptable UsageUse

a. Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.

2.b. Employees may use accrued paid sick leave time for any of the following reasons:

a.1) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

b.2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in ARIZ. REV. STAT. §23-371, which is the following:

a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;

a)

b) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;

b)

c) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

c)

d) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

d)

1)e) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

1) Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. §§23-371 and 23-373.

3)

2) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

4)

c.5)In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.

c. An employee will not be subject to retaliation or discrimination for using sick leave in accordance with this policy., so long as the employee complies with City policy.

c.

d. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.

d.

e. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.

e.

3.f. Sick leave may be taken when approved by the employee's department directorDepartment Director, or designee, –according to the notification and documentation procedures of City policy.

4.g.An absence of three or more consecutive workdays shall be reported to the Human

Resources Department by the Department Director, or designee, to determine if FMLA leave is warranted.

~~5.~~h. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

~~f.~~i. Sick leave must be used in increments of at least fifteen (15) minutes per occurrence for non-exempt employees. This requirement also applies to exempt employees who have not worked at least half of their scheduled shift.

~~g.~~j. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.

~~D.~~3. Notification

a. Absent extenuating circumstances, an employee shall notify their Department Director, or designee, as soon as they know they will be unable to work, but no later than 30 minutes prior to the start of their shift. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.

~~1.~~b. An oral or written request by the employee is acceptable. The following methods may be used:

~~1)~~ Telephone Call ~~City timekeeping or scheduling system~~

1)

~~2) Telephone call~~

~~3)~~ Email

2)

~~4)~~3) Text message

~~5)~~4) City timekeeping or scheduling system (if scheduling sick leave in advance)

~~b.~~ Employees are responsible ~~to ensure text message or email was successfully delivered~~for confirming delivery of any notification. Supervisors shall confirm receipt of notification.

c.

~~c.~~ When ~~possible~~known, the employee shall include the expected duration of the absence in the request.

d.

d. An employee must notify his/hertheir supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.

e.

e. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence documentation substantiating their need for continued leave to the Human Resources Department.

f.

2.g. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the following actions will be taken. employee will be considered to have abandoned the job.

1) Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.

1)

b.2) Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge termination and the employee automatically waives all appeal rights under this policy.

E.4. Documentation

a. Employees are responsible for recording all use of paid sick time in the City's timekeeping or scheduling system. Supervisors are responsible for reviewing and approving the accuracy of each entry.

b. For earned paid sick time of three or more consecutive workdays, a department directorDepartment Director, or designee, may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policywas used in accordance with section B.2. Acceptable Use of this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

1.c. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

1) A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

1)

2) A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;

2)

3) A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;

3)

4) A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;

4)

5) A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or

5)

a.6) An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F.5. Compensation for Unused Sick Leave upon Resignation or Retirement.

a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

a.

2.b. Compensation upon retirement will be as follows:

1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

1)

2) Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

2)

b.3) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater. Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to receive a greater sick leave payout. See Administrative Policy Sick Leave Compensation Program for Police Officers and Sergeants for details.

c. Temporary employees hired after March 4, 2024, are not eligible for compensation of unused sick leave upon resignation. Any unused balance will be forfeited upon resignation per A.R.S.Ariz. Rev. Stat 23-372.

c.

d. Employees who resign (including retirement) from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire and are immediately eligible to use sick leave for qualifying reasons.

d.

e. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.

e.

f. An employee may not use sick leave after their last day worked.

g. Employees who voluntarily resign prior to completing original probation will not be compensated upon separation for front-loaded sick leave provided at the time of hire, if applicable.

g.

6. Sick Leave Sell Back Program

Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back a portion of accrued sick leave. See Administrative Policy Sick Leave Sell Back Program for Police Officers and Sergeants for details.

G.C. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave to eligible employees per year as measured forward from the first date an employee initiates their FMLA leave (e.g. starts November 6 and ends November 5 of the following year.) during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks per year, as measured forward from the date FMLA was initiated, in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. Based on available information, Tthe City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be

counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

~~a.~~ To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

~~1)~~a. The birth of a child and in order to care for that child;

~~2)~~b. The placement of a child for adoption or foster care and to care for the newly placed child;

~~3)~~c. To care for a ~~close~~ qualifying family member (e.g., ~~usually a~~ spouse, child, or parent) with serious health condition; or

~~4)~~d. The serious health condition (described below) of the employee.

~~a)~~1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

~~b)~~2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

~~5)~~e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

~~6)~~f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave per year as measured forward from the date FMLA was initiated ~~during~~ ~~a 12-month period~~ to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

~~b.~~g. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

~~c.~~h. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

~~d.~~i. The City requires an employee to provide a doctor's certification of ~~the~~ a serious health condition. The certification process is outlined in this policy. The City relies heavily on the ~~physician's~~ health care provider's assessment.

~~e.~~j. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

~~f.~~k. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

~~4.~~2. Employee Status and Benefits During Leave

a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City ~~will~~ may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of

coverage.

d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

~~5.~~3. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

~~6.~~4. Use of Paid and Unpaid Leave

a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.

b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

~~7.~~5. Intermittent Leave or a Reduced Work Schedule

a. Based on medical documentation provided by the employee's or covered family member's health care provider, ~~A~~an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

b. The City may temporarily transfer an employee to an available alternative position with

equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see 29 CFR §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying exigency as defined in this policy.

d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. Additionally, employees must notify their supervisor that the absence is FMLA-related to ensure appropriate time tracking.

1)e. Absent extenuating circumstances, Aan employee using intermittent leave due to medical necessity should notify his/hertheir supervisor as soon as he/shethey knows that he/shethey will be unable to work, but no later than the thirty (30) minutes prior to the starting time of the employee's workday.

2)f. An employee must notify his/hertheir supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8.6. Certification of the Serious Health Condition

a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

b. The City requires certification of a serious health condition.

1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.

2) Failure to provide certification may result in a denial of designation or continuation of FMLA leave.

3)c. Medical certification may be provided by using the medical certification form.

4)d. Request for a medical certificate must be made in writing as part of the City's

response to employee request for FMLA leave.

~~c.~~e. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

~~d.~~f. Based on an objective review of the medical information provided by an employee's health care provider, ~~T~~the City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

~~9.~~2. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

~~10.~~3. Procedure for Requesting Leave

a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the ~~physician~~ health care provider re-

certify that the extended leave is medically necessary.

e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

~~11.~~4. Job Benefits and Protection

a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

~~a.~~b. Upon return from FMLA leave, due to the employee's own serious health condition, the ~~most~~ employee must provide sufficient documentation from their health care provider authorizing their return to work.

~~b.~~c. Upon return from FMLA, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

~~b.~~d. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

~~c.~~e. FMLA makes it unlawful for any employer to:

1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

f. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

~~12.~~5. Enforcement

a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b. An eligible employee may bring a civil action against an employer for violations.

~~c.~~ FMLA does not affect any federal or state law prohibiting discrimination or

supersede any state or local law which provides greater family or medical leave rights.

c.

D. Paid Parental Leave

Full-time employees may be eligible for Paid Parental Leave. See Administrative Policy Paid Parental Leave for details.

H.E. Vacation Leave

1. Accumulation of Vacation Leave Accruals

   a. All full-time, regular, and probationary employees, excluding sworn firefighters covered by an approved MOUemployee organization memorandum of understanding, will accrue vacation leave as follows:

FULL-TIME EMPLOYEES			
	Tenure (Years)	Hours per Pay Period	Hours per Year
Non-Exempt	0 - 1.99	3.7	96.2
	2 - 4.99	4.47	116.2
	5 - 9.99	5.39	140.12
	10 - 14.99	6.31	164.04
	15+	6.93	180.16
Exempt	0 - 1.99	4.62	120.12
	2 - 4.99	5.39	140.12
	5 - 9.99	6.31	164.04
	10+	6.93	180.16

   b. All assistant department directorDepartment Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 – 4.99	6.31	164.04
5+	6.93	180.18

   c. All department directorDepartment Directors, Deputy City Managers, and Assistant City Managers will accrue vacation leave as follows:

DEPARTMENT DIRECTORS, DEPUTY CITY MANAGERS, AND ASSISTANT CITY MANAGERS	
Hours per Pay Period	Hours per Year
6.93	180.18

d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 - 1.99	11.21	291.46
2 - 4.99	12.28	319.28
5 - 9.99	13.57	352.30
10 +	14.44	375.30

e. Upon hiring any employee, a ~~department director~~Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of ~~department director~~Department Directors and 120 hours for ~~department director~~Department Directors and above. The Human Resources Director, with concurrence of the City Manager, ~~-~~must ~~review and~~ approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for front-loaded vacation ~~or sick~~ leave provided at time of hire as outlined in this section.

f. Part-time regular employees are not eligible to accrue vacation leave. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation ~~Time~~Leave

Eligible employees have a maximum accrual of vacation ~~time~~ leave of 320 hours at the end of the calendar year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation ~~time~~ leave of 448 hours at the end of the calendar year.

a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each calendar year.

b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the calendar year shall be forfeited unless the City Manager authorizes an exception in an individual case. The application for exception must be submitted through the Human Resources Department and shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the ~~department director~~Department Director or designee (i.e., immediate supervisor).

a. Vacation leave will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

b. During the original probationary period, vacation leave may be granted at the discretion of the ~~department director~~Department Director, or designee.

c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy Sell Back Program for details. ~~40 (AP-40) for guidelines.~~

5. Compensation for Vacation Leave Upon Separation

~~a.~~ Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy. ~~Employees who have not completed original probation will not be compensated upon separation for vacation leave provided at time of hire.~~

F. Holiday Leave ~~Policy~~

Employees may be eligible for Holiday Leave and/or Holiday Differential Pay. See Administrative Policy Holiday Leave ~~39 (AP-39)~~ and Administrative Policy Holiday Schedule for details. ~~42 (AP-42) for guidelines..~~

~~6. Objectives~~

~~The objectives for the development of the holiday leave policy are:~~

a. Equalize the holiday leave allocation, so that each full-time regular employee receives 96 hours of holiday leave hours per fiscal year.

b. Identify the methods to maximize the number of days that City offices are open to serve citizens.

c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.

d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

7. Accumulation of Holiday Leave

a. The annual holiday leave bank for each full-time, regular employee is 96 hours. Part- time, temporary, and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM - 11:59 PM) on the designated holiday.

b. Employees will be provided with a bank of 96 hours (full-time) per fiscal year (July 1- June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) the second in January for 46 hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

8. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 30 of each year. The listing will specify any and all designated holidays for the City.

a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Exceptions must be approved by the department director and approved by the HR Director before the holiday has occurred. Holiday leave bank shall be used to cover scheduled work hours unless an employee's holiday bank is exhausted, then other leave types may be used. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

b. In the event an employee is on paid leave when a holiday occurs, the employee

shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).

c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

9. Holidays Eligible for Differential Pay

a. By July 1 of each year a listing will be provided of holidays that will be paid on holiday differential (see City AP-42 Holiday Schedule). Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual). The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).

b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

10. Use of Holiday Leave

a. It will be the employees' responsibility to monitor their holiday leave usage.

b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. Sick leave may not be used for City scheduled holidays.

c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.

d. Holiday hours must be used by June 30 of each year. ALL employees must use their holiday hours, or they will be forfeited.

e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.

11. Specified Police Employees Not Participating

a. Specified Police Employees will not be participating in the holiday leave program set forth above.

1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.

b. Specified Police Employees will receive 8 hours of holiday no-bank compensation for the holidays listed in AP 42 Holiday Schedule to include the day after Thanksgiving and one personal day.

c. The eight (8) hours for a personal day will be added on July 1 of each fiscal year and loaded into their personal bank for a total of 16 hours personal.

d. The personal day is not eligible for differential pay.

e. These holiday hours will NOT count as hours worked for the purpose of overtime compensation.

f. Employees who are required to work on designated holidays shall be given, in addition to regular salary, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Specified Police Employee Holidays Eligible For Differential Pay
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day

~~New Year's Day~~

~~Martin Luther King Jr. Day~~

~~President's Day~~

~~Memorial Day~~

~~Juneteenth~~

G. Personal Leave

Full-time regular and probationary employees are eligible to receive a Personal Leave bank of flexible paid hours that can be used to supplement holiday leave hours or as additional personal time off. See Administrative Policy Personal Leave Bank for details.

~~I.~~H. Industrial Leave

1. Workers' Compensation Coverage

   The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

   The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

   An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

   An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

b. Compensation is based on the statutory limit set forth in Ariz. Rev. Stat 23-901 to 23-1105~~the Arizona Revised Statutes~~. Arizona state law ~~The state law~~ establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify ~~Payroll~~ Human Resources in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

a. An employee may not leave the state for more than two weeks (15 or more days) while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial

Commission before the employee leaves the state.

b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.

c. If returned to work with restrictions, the ~~physician~~ health care provider must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

~~J.~~I. General Leave

1. General L~~l~~eave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.

   a. General L~~l~~eave will last for no more than ~~sixty (60)~~60 calendar days.

   b. Accrued time off must be exhausted before an employee is eligible to take G~~g~~eneral L~~l~~eave.

   c. General Leave is not intended for seeking employment outside of the City.

2. Requests for G~~g~~eneral ~~l~~Leave must be approved in writing by the employee's ~~department director~~Department Director and the human resources director. Requests must include the purpose, start date, and end date of the general leave.

   ~~a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.~~

3. General L~~l~~eave is unpaid and not job protected.

   a. The department may post to fill the employee's position upon commencement of G~~g~~eneral ~~l~~Leave.

   b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

   c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.

4. While on G~~g~~eneral ~~l~~Leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.

~~5.~~ Vacation and Sick leave will not accrue while the employee is on ~~g~~General ~~l~~Leave.

5.

~~K.~~J. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the ~~department director~~Department Director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time ~~regular and/or probationary employees~~regular or probationary employees are eligible for bereavement leave. Part-time regular or temporary employees are not eligible for bereavement leave.

2. Immediate Family Defined

   For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step- child, step-parent, step-brother or step-sister.

3. Co-workers

   At the discretion of the employee's ~~department director~~Department Director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

   The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

   In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

~~L.~~K. Military Leave

Upon written request to the employee's Department Director and submittal of required documentation, ~~A~~all regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay equal to the average number of regularly scheduled work hours allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.~~(upon written request to the employee's department director~~

~~and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.~~

~~M.~~L. Civic Duty Leave

1. General

   Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

   Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

   a. The distance to the work location would preclude timely reporting for the civic duty; or

   b. The employee cannot return to work at least one hour before the end of the work shift;

   c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

   a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

   b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

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

5. Jury and Witness Compensation

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

~~N.~~M. Arizona Victim's Leave Law

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to utilize available leave balances ~~work~~ to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §~~§~~ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of ~~Victims~~ Available Leave

a. A request for use of available leave ~~victim's leave~~ must be made to the immediate supervisor ~~providing as~~with as much notice as practical. In making this request, the employee shall provide both of the following documents:

~~a.~~1) A copy of the form provided to the employee by the law enforcement agency.

~~b.~~2) A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

b. Leave records under this policy shall be maintained in a confidential manner.

c. When using ~~victim's~~ available leave, the eligible employee may use accrued sick leave, personal leave, vacation leave, or compensatory time earned.

d. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work.

e. If the employee has exhausted all accrued leave balances or if the employee is not

benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager.

f. ~~While there is no maximum amount of time allocated for the victim's leave, t~~The City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

~~O.~~N. Administrative Leave

The Human Resources Director, with the concurrence of the City Manager, may authorize administrative leave for any employee pending an administrative investigation, an internal inquiry to gather facts, or for other administrative reasons which are in the best interest of the City as determined by the City Manager.

~~P.~~O. Using Leave

1. All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.

~~1.~~2. Department Directors may authorize exceptions ~~to not reduce holiday hours~~not to reduce leave hours when a non-exempt employee works in excess of their regular work schedule during the applicable workweek, based on operational needs. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

~~Q.~~P. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to eligible full-time employees. Insurance coverage begins ~~31 days after~~ the first day of the month following the employee's first day of employment. (Ex. An employee's start date is May 15th, therefore, insurance coverage begins on June 1st).

1. Medical Insurance

   Eligible ~~E~~employees ~~hired in 30-40 hour positions~~ may elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans unless they qualify for coverage under the Affordable Care Act (ACA).

2. Dental Insurance

   Eligible full-time ~~E~~employees ~~hired in 30-40 hour positions~~ may elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

   Eligible full-time ~~E~~employees ~~hired in 30-40 hour positions~~ are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

   The City may provide optional benefits through payroll deduction.

~~R.~~Q. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to

employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

~~S.~~R. Workers' Compensation Insurance

1. General

   Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statues.

2. Reporting Period

   All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

   The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

~~T.~~S. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

~~U.~~T. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue

Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.

2. The City may elect to contribute funds to employee's Deferred Compensation Plan

~~V.~~U. Health Savings Account (HSA)

1. General

   Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

   Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

   The City may elect to contribute funds to employee~~'~~s' HSA accounts.

~~W.~~V. Flexible Spending Arrangements (FSA)

1. General

   Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

   a. Employees may contribute to FSA accounts up to the limit set by the City.

   b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

~~X.~~W. Public Safety Homeowner Incentive Program

1. To ensure competitiveness in the recruitment and retention of critical public safety staff, the City may fund a Public Safety Homeowner Incentive Program dependent on annual funding identified during the budgeting process.

2. The City Manager will be responsible for establishing the eligibility, conditions, and other requirements of the program through an applicable administrative policy.

SECTION: ADMINISTRATIVE POLICY 39

TITLE: HOLIDAY LEAVE POLICY

I. POLICY

A. It is the Policy of the City of Avondale to:

1. Allocate holiday leave hours per fiscal year to each eligible employee.
2. Identify the methods to maximize the number of days that City offices are open to serve citizens.
3. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

II. HOLIDAY COMPENSATION

A. Holiday Bank

1. The annual holiday leave bank for each full-time, regular employee is 88 hours.
2. Regular part-time employees (working 30 hours or less) hired after 9/15/2009 are not eligible for Holiday Bank.
3. Temporary employees are not eligible for holiday leave bank.

B. Allocation

1. Employees will be provided with a bank of 88 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation.
2. The leave banks will be populated during the first payroll period in July for 48-hours (full-time) and January for 40 hours (full-time).
3. New hires within the fiscal year will receive a prorated number of hours based upon their hire date.

C. Notification of Approved Holidays

1. A listing of City designated holidays will be prepared prior to each fiscal year and posted by June 30.
2. See Administrative Policy for the current holiday schedule and holidays eligible for holiday differential.

D. Holiday Leave Use

1. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (e.g., vacation or sick leave).

2. If a designated holiday falls on a scheduled workday, the employee will be required to use their holiday leave to cover their scheduled work hours.

   a. A non-exempt employee required to work on a designated holiday will receive pay for actual time worked. With department director approval, the employee may also receive pay for holiday leave hours up to the number of regularly scheduled work hours for the day.

   b. Due to operational needs, when an employee uses holiday leave for a designated holiday, but works additional hours beyond their regular schedule during the applicable workweek that a holiday occurs, the department director may provide an exception for the employee to be paid for the holiday rather than reducing holiday leave hours. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

3. It is the employee's responsibility to monitor their holiday leave use.

4. In the event that the employee does not have enough holiday hours in their bank to cover a full day's absence, personal leave, vacation hours, or compensatory time must be used by the employee to make up the difference.

5. Holiday hours will NOT be considered "hours worked" for purposes of overtime for non-exempt employees.

E. Floating Holiday Leave

1. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

2. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor.

F. Forfeiture

1. All holiday leave hours not taken prior to the last day of employment with the City, shall be forfeited.

2. Holiday hours must be used by June 30 of each year or the hours will be forfeited.

G. Holiday Differential Pay

1. All non-exempt employees, including part-time and temporary, are eligible for holiday differential pay equal to one-half of their base pay rate in addition to their regular base pay rate for any hours worked on a designated holiday.

2. Holiday differential pay is only available for hours worked during the 24-hour period (12:00AM – 11:59PM) on the designated holiday. (Example: July 4th is on a Sunday. Employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not be).

3. A list of holidays eligible for holiday differential will be provided by June 30th of each year (see City Administrative Policy: Holiday Schedule).

H. Leave Without Pay (LWOP)

In the event that an exempt or non-exempt employee does not have holiday hours, compensatory hours, personal leave hours, or vacation leave hours to cover a designated holiday, they will be placed in a Leave Without Pay (LWOP) status.

I. Special Considerations for Public Safety Employees

1. Fire Department: Firefighters on a 56-hour work week shall follow the approved employee organization memorandum of understanding for holiday compensation.

2. Police Department: Specified Police Employees will not be participating in the holiday leave program set forth above.

   a. Those police employees not participating include: Patrol, Detention, Communications, and any other area as determined by the Chief of Police and Human Resources.

   b. Specified Police employees will receive eight (8) hours of holiday no-bank compensation for the holidays listed in Administrative Policy. These holiday no-bank hours will NOT count as "hours worked" for purposes of overtime compensation.

SPECIFIED POLICE EMPLOYEE HOLIDAYS ELIGIBLE FOR DIFFERENTIAL PAY

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day (MLK)
President's Day
Memorial Day
Juneteenth

III. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin and effective on XX/XX/XXXX.

SECTION: ADMINISTRATIVE POLICY 39

TITLE: HOLIDAY LEAVE POLICY

I. POLICY

A. It is the Policy of the City of Avondale to:

1. Allocate holiday leave hours per fiscal year to each eligible employee. ~~Equalize the holiday leave allocation, so that each full-time regular employee receives 96~~88 ~~hours of holiday leave hours per fiscal year.~~

2. Identify the m~~the m~~ethods to maximize the number of days that City offices are open to serve citizens.

~~3. Ensure that adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business to the City.~~

3. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

~~4. For purposes of this policy, the holiday will be defined as the 24-hour period (12:00AM – 11:59PM) on the designated holiday.~~

II. HOLIDAY COMPENSATION

A. Holiday Bank

1. The annual holiday leave bank for each full-time, regular employee is ~~96~~88 hours.

2. Regular part-time employees (working 30 hours or less) hired after 9/15/2009 are not eligible for Holiday Bank.

Temporary employees ~~and seasonal employees~~ are not eligible for holiday ~~compensation, but are eligible for holiday differential pay~~leave bank.~~.~~

3.

~~4. For purposes of this policy, the holiday will be defined as the 24-hour period (12:00AM – 11:59PM) on the designated holiday.~~

~~2.~~

B. Allocation

1. Employees will be provided with a bank of ~~96~~88 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation.

~~2.~~ The leave banks will be populated during the first payroll period in July for 48-hours (full-time) and January for 40 hours (full-time).

2.

~~3. The first allocation will be in July for 5048 hours (full-time) the second in January for 4640 hours (full-time).~~

~~4.~~3. New hires within the fiscal year will receive a prorated number of hours based upon their hire date.

C. Notification of A~~a~~pproved H~~h~~olidays

1. A listing of City designated holidays will be prepared prior to each fiscal year and posted by June 30. ~~.~~

~~2. This listing will be posted no later than June 30 of each year.~~

3.2. The listing will specify all designated holidays for the City. See Administrative Policy 42 for the current holiday schedule and holidays eligible for holiday differential.

D.A. Holiday Leave UseTemporary and seasonal employees are not eligible for holiday compensation, but are eligible for holiday differential pay.

D.

E.1. In the event an employee is on paid leave when a holiday occurs, the employee shallthe employee shall receive no pay in addition to holiday payreceive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (e.g., vacation or sick leave). . Therefore, the employee shall not be charged with applicable paid leave time (i.e. such as vacation or sick leave).

F.2. If a designated holiday falls on a scheduled workday, the employee will be required to use their holiday leave to cover their scheduled work hours.

a. If aA non-exempt n employee is required to work on a designated holiday will receive pay for actual time worked. With department director approval, the employee may also receive pay for holiday leave hours up to the number of regularly scheduled work hours for the day. that day due to business need or is not scheduled to work that day, they will not be required to utilize their holiday leave.

a.

b. Due to operational needs, when an employee uses holiday leave for a designated holiday, but works additional hours beyond their regular schedule during the applicable workweek that a holiday occurs, the department director may provide an exception for the employee to be paid for the holiday rather than reducing holiday leave hours. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period. If a non-exempt employee works a partial day, he/she may utilize holiday bank hours to cover hours not worked.

3. It is the employee's responsibility to monitor their holiday leave use.

4. In the event that the employee does not have enough holiday hours in their bank to cover a full day's absence, personal leave, vacation hours, or compensatory time must be used by the employee to make up the difference.

2.5. Holiday hours will NOT be considered "hours worked" for purposes of overtime for non-exempt employees.

G.E. Floating Holiday Leave

1. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

1.

2. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor.

2.

F. Forfeiture

1. All holiday leave hours not taken prior to the last day of employment with the City, shall be forfeited.

2. Holiday hours must be used by June 30 of each year or the hours will be forfeited. ALL employees must use their holiday hours, or they will be forfeited

H. Holiday Differential Pay

G.

1. All non-exempt employees, including part-time and temporary, are eligible for holiday differential pay equal to one-half of their base pay rate in addition to their regular base pay rate for any hours worked on a designated holiday.

2. Holiday differential pay is only available for hours worked during the 24-hour period (12:00AM – 11:59PM) on the designated holiday. (Example: July 4th is on a Sunday. Employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not be).

1. A list of holidays eligible forpaid on holiday differential will be provided by June 30th of each yearBy June 30, a listing will be provided of holidays that will be paid on holiday differential. (see City Administrative PolicyAP : 42 Holiday Schedule).

2. In the event that a non-exempt employee is required to work on one of the designated holidays, they will receive compensation of one and one-half hours for any hours worked on that day

3.

1. The additional compensation would only be for the actual day of the holiday. (Example: July 4th is on a Sunday. Employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not be).

I.H. Leave Without Pay (LWOP)

In the event that an exempt or non-exempt employee does not have holiday hours, compensatory hours, personal leave hours, or vacation leave hours to cover a designated holiday, they will be placed in a Leave Without Pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

Special Considerations for Public Safety Employees

I.

J. Fire Department: Holiday hours will NOT count towards be considered "hours worked" for purposes of overtime for hourlynon-exempt employees.

K. Personal Days

1. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year.

a. The personal day (8 hours) is included in the 96 hours of holiday leave.

b. Employees not participating in the holiday bank program (reference section Q for specified Police Employees) will receive eight (8) hours of personal leave for the personal day.

c. New hires will receive one (1) personal day (8) hours upon their hire

2. The personal day will be scheduled within the fiscal year for use by the employee and must be coordinated in advance between the employee and the employee's supervisor.

3. Unused personal days or holidays will not be paid out at the end of the fiscal year or upon termination of employment.

4. Personal days and holidays will not be carried over into a new fiscal year.

L.1. Fire fightersFirefighters on a 56-hour work week shall follow the approved employee organization memorandum of understandingMOU for holiday compensation.

1. Police Department: Specified Police Employees will not be participating in the holiday leave program set forth above.

2.

a. Those police employees not participating include: Patrol, Detention, Communications, and any other area as determined by the Chief of Police and HRHuman Resources.

a.

~~2.~~ Specified Police employees will receive eight (8) hours of holiday no-bank compensation for the holidays listed in Administrative Policy. These holiday no-bank hours will NOT count as "hours worked" for purposes of overtime compensation.~~Specified Police Employees will receive 8 hours of holiday no-bank compensation for the holidays listed in AP 42 Holiday Schedule to include the day after Thanksgiving and one personal day.Eight (8) hours for a for a personal day will be added on July 1 of each fiscal year and loaded into their personal bank for a total of 8 hours personal.~~

~~3. The personal day is not eligible for differential pay.~~

4.b.~~These holiday hours will NOT count as hours worked for the purpose of overtime compensation.~~

SPECIFIED POLICE EMPLOYEE HOLIDAYS ELIGIBLE FOR DIFFERENTIAL PAY

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day (MLK)
President's Day
Memorial Day

Juneteenth

5. ~~Employees who are required to work on designated holidays shall be given, in addition to regular salary, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.~~

III. APPROVAL

This policy is approved by ~~Acting~~ Avondale City Manager, Ron Corbin~~Cherlene Penilla~~ and effective on XX/XX/XXXX ~~04/21/2022~~.

SECTION: ADMINISTRATIVE POLICY XX

TITLE: PAID PARENTAL LEAVE

I. PURPOSE AND SCOPE

The Paid Parental Leave policy is established to support City of Avondale employees in balancing their work and family responsibilities by providing paid time off for the birth, or adoption of a child. This policy aims to promote employee well-being, strengthen family bonds, and contribute to a positive work environment.

This policy reflects the City's commitment to supporting employees during significant life events while ensuring operational continuity and compliance with applicable regulations.

II. ELIGIBILITY

A. Regular, full-time employees who have completed 12 continuous months of employment with the City of Avondale are eligible for Paid Parental Leave.

B. Eligible employees who had a qualifying event in the 12 months prior to the effective date of this policy are eligible to use up to 240 hours of Paid Parental Leave (336 hours for Firefighters assigned to a 56-hour schedule) in accordance with the requirements outlined in this policy.

III. QUALIFYING EVENT

The care or bonding following the live birth of an employee's child(ren) or the placement of a child under age 18 for adoption (excludes the adoption of a spouse's child).

IV. LEAVE ENTITLEMENT

A. Eligible employees are entitled to receive up to 240 hours of Paid Parental Leave for one (1) qualifying event per rolling twelve (12) month period.

B. Both Parents, if City employees, are eligible for up to 240 hours each of Paid Parental Leave.

C. Paid Parental Leave can be used starting from the date of the qualifying event and can be used at any time within the following12 months. The Leave can be taken all at once (consecutively) or in separate periods (intermittently), subject to Human Resources and Department Director approval and must be coordinated with the operational needs of the department.

V. PROCEDURE

A. Eligible employees must notify their supervisor and Human Resources of their intent to request Paid Parental Leave at least 30 calendar days in advance, or as soon as practicable.

B. A Paid Parental Leave Request Form must be completed by the eligible employee and submitted with the required supporting documentation (as outlined below) to Human Resources.

   a. A letter from a healthcare provider with an expected due date is acceptable.

      i. Once the child is born, document(s) confirming the birth of a child must be submitted to Human Resources and must include the parent's name and child's date of birth.

   b. For adoptions, official court documentation that shows the date of adoption or placement and the adoptive parent's/parents' name(s) is required.

C. Upon receipt, Human Resources will confirm eligibility and approval with the Department Director.

D. Human Resources will communicate approval/denial to the employee.

E. Paid Parental Leave must be used before sick and vacation leave for a qualifying event.

F. Paid Parental Leave runs concurrently with FMLA leave, if applicable.

VI. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin with an effective date of XX/XX/XXXX.

SECTION: ADMINISTRATIVE POLICY XX

TITLE: PERSONAL LEAVE BANK

I. PURPOSE

The Personal Leave Bank policy is designed to provide employees with additional paid time off that can be used to supplement holiday leave hours or as additional personal time off separate from vacation leave.

II. ELIGIBILITY AND ALLOCATION OF HOURS

A. **Regular, Full-time Employees**: On July 1st of each fiscal year, full-time employees will receive 32 hours added to their personal leave bank.

B. **Firefighters (56-Hour Schedule):** Firefighters working a 56-Hour Schedule will receive an allocation of 33.6 personal leave bank hours per fiscal year.

C. **New Employees:** New employees hired within the fiscal year will receive a prorated allocation of personal leave bank hours based on their hire date.

III. CITY MANAGER AUTHORIZATION

The City Manager may authorize additional personal leave bank hours for award recipients of a city-sponsored event. In such instances, part-time and temporary employees are eligible to receive personal leave bank hours.

IV. GUIDELINES FOR USE

A. Personal leave bank hours may be used for the following reasons:

1. To supplement holiday hours for employees who work alternative work schedules.

2. As additional time off, subject to supervisor approval.

B. Personal leave bank hours shall not be used to receive additional pay beyond an employee's scheduled work hours.

C. All hours not used by June 30th of each fiscal year or upon termination will be forfeited.

D. Employees must request supervisor approval for use of any personal leave bank hours by submitting their request through the City's (or department's) timekeeping system.

E. Supervisors must ensure that employees' requests for personal leave bank hours align with operational needs.

V. RECORDKEEPING

Human Resources and Payroll will monitor the allocation and use of personal leave bank hours.

VI. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin with an effective date of XX/XX/XXXX.

SECTION: ADMINISTRATIVE POLICY ##

TITLE: PUBLIC SAFETY RETENTION PROGRAM

I. PURPOSE AND SCOPE

A. The City of Avondale recognizes the importance of attracting and retaining sworn public safety personnel. To achieve this goal, the City has implemented the Public Safety Retention Program (Retention Program) to reward eligible employees for completed years of sworn service (post-academy).

B. Eligible employees may receive payment for up to four (4) payments for each successive five (5) year cycle employed with the City. Employees can choose to receive full payment after completing a cycle or partial payment by requesting an early election.

C. Payout options are based on the number of years of credited service completed on June 30th of each fiscal year.

D. Employees must submit a payout election no later than December 31st for payment in the following July.

E. The Retention Program will be administered collaboratively by the Human Resources Department and Finance & Budget Department at the discretion of the City Manager, or designee. Payouts are subject to budget availability and appropriation each year.

II. ELIGIBILITY & CREDITED SERVICE

A. **Eligibility Requirements:** To establish eligibility and earn credited years of service, employees must comply with the following requirements:

1. Must be in the sworn rank of Police Officer or Sergeant with the Avondale Police Department, or the sworn rank of Firefighter, Fire Engineer, or Captain with the Avondale Fire & Medical Department.

2. Must have completed original probation by June 30 of the applicable fiscal year.

3. Must maintain continuous employment in a sworn status with the City throughout the program up to and including the time of each cycle payment.

B. **Credited Service:** Employees will earn one (1) year of credited service for each year of sworn service as of June 30th of the applicable fiscal year. For a lateral hire that needs to go to the academy, credited service begins upon academy graduation date. Five (5) years of credited service is equal to one (1) program cycle.

III. PROGRAM STRUCTURE

The Retention Program is based on completing a cycle of five (5) years of credited service. Table 1: Potential Payout Options by Credited Service outlines payments employees can expect to receive.

Table 1: Potential Payout Options by Credited Service

	Years of Credited Service	Payout Amount
Cycle 1	1	$ 2,000
	2	$ 3,500
	3	$ 5,000
	4	$ 6,500
	5	**$ 9,000**
Cycle 2	6	$ 2,000
	7	$ 3,500
	8	$ 5,000
	9	$ 6,500
	10	**$ 9,000**
Cycle 3	11	$ 2,000
	12	$ 3,500
	13	$ 5,000
	14	$ 6,500
	15	**$ 9,000**
Cycle 4	16	$ 2,000
	17	$ 3,500
	18	$ 5,000
	19	$ 6,500
	20	**$ 9,000**

A. **Retention Payouts:** The City will provide one (1) retention payout for every program cycle completed for eligible employees who submit a payout election in accordance with the requirements of this policy.

B. **Payout Election Options:** Payout options are based on the employee's active cycle and the year of credited service completed by June 30th in the fiscal year in which the election is made. Employees can choose to receive:

1. Full payment upon completing a cycle.

2. Partial payment before cycle completion through an early election. Choosing early payment forfeits any future payments in the same cycle.

C. **Submission Deadline**: Employees must submit a payout election no later than December 31st ro receive payment the following July. All elections are final and may not be rescinded after the deadline.

D. **Late Submissions:** Submissions received after December 31st may only be accepted in the following instance:

1. Employees on leave. Employees have 30 calendar days from their return to work date to submit a payout election. If accepted, employees can expect to receive payment in July or within 90 calendar days of request, whichever is later.

E. **Appeal approval by City Manager or designee.** If extenuating circumstances prevent an employee from submitting a payout election by December 31st, the employee can appeal to the City Manager or designee in writing, stating reasons for the late submission and any supporting facts. A decision will be issued within 10 business days. If authorized, employees can expect to receive payment in July or within 90 calendar days after the appeal date, whichever is later.

F. **Participation in Other City-Funded Retention or Productivity Pay Program(s):**

1. **Eligible Employees of the Fire & Medical Department**: Eligible Employees of the Fire & Medical Department who voluntarily elect in writing to forego their eligibility in Productivity Pay as outlined in the Memorandum of Understanding (MOU) between the Avondale Professional Firefighters Association (APFFA) and the City may convert to the Public Safety Retention Program. The first cycle payout election on the new program will be reduced by any Productivity Pay received within that comparable cycle.

Table 2: Productivity Pay Table FY2025-2026

Years of Service	Dollar Amount
10	$1,000
11	$1,250
12	$1,250
13	$1,500
14	$1,500
15	$1,750
16	$1,750
17	$1,750
18	$2,000
19	$2,000
20+	$2,400

2. **Eligible Employees of the Police Department:** Eligible Employees of the Police Department who voluntarily elect in writing to convert to the Public Safety Retention Program will have any cumulative amounts paid on the current plan subtracted from their Cycle 1 payout election on the new program.

Table 3: Current Retention Plan (AP-86) Years 1 to 5	
Years of Service	Dollar Amount
1	$2,500
2	$2,000
3	$1,500
4	$1,000
5	$500

G. **Promotion:** Eligible employees who are promoted or transferred to another position within the City may submit a payout election by the next December 31st deadline. Credited service will be given through June 30th and all other eligibility requirements associated with this policy will apply.

H. **Forfeiture:** Employees are subject to loss of eligibility and forfeiture of any pending or future payouts for any of the following actions:

1. Failure to comply or maintain compliance with all requirements.
2. Voluntary termination (including retirement), or submission of intent to resign or retire from employment prior to election and/or payout.
3. For Cause Termination of any kind as determined in the City's sole discretion.
4. Voluntary election to withdraw from the Retention Program to participate in a separate City-sponsored retention or productivity pay program.

I. **Payment:** Retention Program payouts will be issued as a lump sum payment on the employee's regular paycheck in July.

J. **Tax and Deductions:** Payroll taxes and deductions will be withheld from any retention payments in accordance with all applicable federal, state, and local laws.

IV. AMENDMENT OR TERMINATION

The City reserves the right to amend or terminate this Policy at any time by action of its City Manager, or designee, due to budgetary constraints or as necessary.

V. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin with an effective date of XX/XX/XXXX.

SECTION: ADMINISTRATIVE POLICY XX

TITLE: SICK LEAVE SELL BACK PROGRAM FOR POLICE OFFICERS & SERGEANTS

I. PURPOSE AND SCOPE

The City of Avondale provides a voluntary sick leave sell-back program to Police Officers and Sergeants with at least 20 years of continuous sworn service.

II. ELIGIBILITY

Full-time, sworn, regular employees in the rank of Police Officer or Police Sergeant who meet the following requirements:

A. Complete at least 20 years of continuous sworn service with the City of Avondale by June 30 of the applicable fiscal year.

B. Must have a minimum accrued sick leave balance of 80 hours as of June 30 of the applicable fiscal year.

III. SELL BACK AMOUNTS

A. Maximum number of hours that can be sold back is 40 per fiscal year.

B. Minimum number of hours that can be sold back is eight (8) per fiscal year.

IV. PROCEDURE

A. Eligible employees must submit a request to sell back sick leave to the Police Chief or designee for approval by June 30 to be paid in July of the new fiscal year. Late submissions will not be accepted unless approved by the City Manager, or designee.

B. Appeals for Late Submissions

1. Employees may appeal to the City Manager if extenuating circumstances prevent them from meeting the June 30 deadline. Employees must file a written appeal stating the reasons and any material facts they wish to be considered.

2. The City Manager, or designee, has up to ten (10) business days to provide a written decision affirming or denying acceptance of the late election submission.

C. Payments

1. Once approved, payroll taxes and deductions shall be withheld in accordance with applicable federal, state, and local laws.

2. Payments will be issued on a paycheck in July of the new fiscal year.

V. AMENDMENT OR TERMINATION

The City reserves the right to amend or terminate this policy at any time by action of its City Manager, or designee, due to budgetary constraints or as necessary.

VI. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin with an effective date of XX/XX/XXXX.

SECTION: ADMINISTRATIVE POLICY XX

TITLE: SICK LEAVE COMPENSATION PROGRAM FOR POLICE OFFICERS & SERGEANTS

I. PURPOSE AND SCOPE

The City of Avondale aims to recognize contributions of Police Officers and Sergeants that have dedicated their law enforcement career to the City by allowing for a distinct compensation program for unused sick leave accruals upon retirement.

II. ELIGIBILITY

Full-time, sworn, regular employees in the rank of Police Officer or Sergeant with at least 20 years of continuous sworn service with the City of Avondale by their final date of employment.

III. COMPENSATION AMOUNT

A. Eligible employees will be paid the greater of:

1. 100% of accrued sick leave up to 500 hours at the employee's current base pay rate.

2. 50% of the total balance of accrued sick leave at the employee's current base pay rate.

B. The 500-hour limit will be increased by fifty (50) hours for each year following 20 years of continuous sworn service, not to exceed 1000 hours.

1. Ex.1 - an eligible employee with 23 years of continuous service would be eligible to receive 100% of accrued sick leave up to 650 hours at the employee's current hourly rate, or 50% of the total balance of accrued sick leave, whichever is greater.

2. Ex. 2 - an eligible employee with 30 years or more of continuous service would be eligible to receive 100% of accrued sick leave up to 1000 hours at the employee's current hourly rate, or 50% of the total balance of accrued sick leave, whichever is greater.)

IV. PAYMENT

A. Payroll taxes and deductions shall be withheld in accordance with applicable federal, state, and local laws.

B. Payment will be issued in the employee's final paycheck.

V. AMENDMENT OR TERMINATION

The City reserves the right to amend or terminate this policy at any time by action of its City Manager, or designee, due to budgetary constraints or as necessary.

VI. APPROVAL

This policy is approved by Avondale City Manager, Ron Corbin with an effective date of XX/XX/XXXX.

RESOLUTION NO. 1074-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 6 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO EMPLOYEE BENEFITS AND DECLARING AN EMERGENCY.

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

SECTION 1. Chapter 6 – Employee Benefits of the City of Avondale Personnel Policies and Procedures dated June 17, 2024 ("Chapter 6"), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. It is necessary for the preservation of the peace, health and safety of the City of Avondale that an emergency is hereby declared to exists and this Resolution shall be effective immediately upon its passage and adoption.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 6 adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 1074-0624

[Chapter 6]

See following pages.

CHAPTER 6
Employee Benefits

A. Definitions

Throughout this policy, definitions set out in ARIZ. REV. STAT. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the Director of the City department to whom the employee is assigned or the Department Director's designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Regular, full-time employee – an employee who works thirty (30) hours or more per week and is not currently serving a probationary period.
7. Regular, non-Exempt employee – an employee who is not an exempt employee.
8. Regular, part-time employee – an employee who works less than thirty (30) hours per week and is not currently serving a probationary period.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. "Sick leave" has the same meaning as "earned paid sick time" as that term is used in ARIZ. REV. STAT. §23-371.
10. Temporary employee – an employee typically hired to work for a duration of less than one year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for health benefits based on the average number of hours worked.
11. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

12. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is calculated. The standard work period of 40 hours (Monday through Sunday) applies to all employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Sick Leave

1. Sick Leave Accruals

Employee Type	Accrual Rate	Max Accrual
Full-time Regular and Probationary	3.70 hours per pay period	No limit
Part-time Regular and Probationary	1 hr per 30 hours worked	No limit
Temporary	1 hr per 30 hours worked	40 hours

a. Full-time regular and probationary employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period. These hours are accumulated without limit.

b. Part-time regular and probationary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked. These hours are accumulated without limit.

c. Temporary employees-hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked up to a maximum of 40 hours.

d. Upon hiring any employee, a Department Director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with the concurrence of the City Manager, must approve this request prior to any official written offer of employment.

2. Acceptable Use

a. Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.

b. Employees may use accrued paid sick leave time for any of the following reasons:

1) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in ARIZ. REV. STAT. §23-371, which is the following:

   a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;

   b) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;

   c) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

   d) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

   e) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

3) Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. §23-371 and 23-373.

4) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

5) In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.

c. An employee will not be subject to retaliation or discrimination for using sick leave in accordance with this policy.

d. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.

e. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.

f. Sick leave may be taken when approved by the employee's Department Director, or designee, according to the notification and documentation procedures of City policy.

g. An absence of three or more consecutive workdays shall be reported to the Human Resources Department by the Department Director, or designee, to determine if FMLA leave is warranted.

h. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

i. Sick leave must be used in increments of at least fifteen (15) minutes per occurrence for non-exempt employees. This requirement also applies to exempt employees who have not worked at least half of their scheduled shift.

j. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.

3. Notification

a. Absent extenuating circumstances, an employee shall notify their Department Director, or designee, as soon as they know they will be unable to work, but no later than 30 minutes prior to the start of their shift. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.

b. An oral or written request by the employee is acceptable. The following methods may be used:

   1) Telephone Call

   2) Email

   3) Text message

   4) City timekeeping or scheduling system (if scheduling sick leave in advance)

c. Employees are responsible for confirming delivery of any notification. Supervisors shall confirm receipt of notification.

d. When known, the employee shall include the expected duration of the absence in the request.

e. An employee must notify their supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.

f. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical documentation substantiating their need for continued leave to the Human Resources Department.

g. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the following actions will be taken.

   1) Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.

   2) Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate termination and the employee automatically waives all appeal rights under this policy.

4. Documentation

   a. Employees are responsible for recording all use of paid sick time in the City's timekeeping or scheduling system. Supervisors are responsible for reviewing and approving the accuracy of each entry.

b. For earned paid sick time of three or more consecutive workdays, a Department Director, or designee, may require reasonable documentation that the earned paid sick time was used in accordance with section B.2. Acceptable Use of this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

c. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

1) A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

2) A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;

3) A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;

4) A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;

5) A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or

6) An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

5. Compensation for Unused Sick Leave upon Resignation or Retirement

   a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

   b. Compensation upon retirement will be as follows:

      1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

      2) Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

      3) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater. Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to receive a greater sick leave payout. See Administrative Policy Sick Leave Compensation Program for Police Officers and Sergeants for details.

   c. Temporary employees hired after March 4, 2024, are not eligible for compensation of unused sick leave upon resignation. Any unused balance will be forfeited upon resignation per ARIZ. REV. STAT §23-372.

   d. Employees who resign (including retirement) from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire and are immediately eligible to use sick leave for qualifying reasons.

   e. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.

   f. An employee may not use sick leave after their last day worked.

   g. Employees who voluntarily resign prior to completing original probation will not be compensated upon separation for front-loaded sick leave provided at the time of hire, if applicable.

6. Sick Leave Sell Back Program

   Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back a portion of accrued sick leave. See Administrative Policy Sick Leave Sell Back Program for Police Officers and Sergeants for details.

C. Family and Medical Leave Act (FMLA)

1. General Provisions

   It is the policy of the City to grant up to 12 weeks of FMLA leave to eligible employees per year as measured forward from the first date an employee initiates their FMLA leave (e.g. starts November 6 and ends November 5 of the following year.) The City may grant up to 26 weeks per year ,as measured forward from the date FMLA was initiated, for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. Based on available information, the City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

   To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

   a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

   b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

   To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

   a. The birth of a child and in order to care for that child;

   b. The placement of a child for adoption or foster care and to care for the newly placed child;

   c. To care for a qualifying family member (e.g., spouse, child, or parent) with serious health condition; or

d. The serious health condition (described below) of the employee.

   1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

   2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave per year as measured forward from the date FMLA was initiated to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

g. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

h. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

i. The City requires an employee to provide a doctor's certification of a serious health condition. The certification process is outlined in this policy. The City relies heavily on the health care provider's assessment.

j. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

k. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

2. Employee Status and Benefits During Leave

a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

3. Employee Status After Leave

   Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

4. Use of Paid and Unpaid Leave

   a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.

   b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

5. Intermittent Leave or a Reduced Work Schedule

   a. Based on medical documentation provided by the employee's or covered family member's health care provider, an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

   b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

   c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see 29 CFR §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying

exigency as defined in this policy.

d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. Additionally, employees must notify their supervisor that the absence is FMLA-related to ensure appropriate time tracking.

e. Absent extenuating circumstances, an employee using intermittent leave due to medical necessity should notify their supervisor as soon as they know that they will be unable to work, but no later than the thirty (30) minutes prior to the start time of the employee's workday.

f. An employee must notify their supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

6. Certification of the Serious Health Condition

a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

b. The City requires certification of a serious health condition.

1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.

2) Failure to provide certification may result in a denial of designation or continuation of FMLA leave.

c. Medical certification may be provided by using the medical certification form.

d. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

e. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

f. Based on an objective review of the medical information provided by an employee's health care provider, the City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

2. Certification related to active duty orders or call to active duty.

   The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

3. Procedure for Requesting Leave

   a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

   b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

   c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

   d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the health care provider re-certify that the extended leave is medically necessary.

   e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

4. Job Benefits and Protection

    a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

    b. Upon return from FMLA leave, due to the employee's own serious health condition, the employee must provide sufficient documentation from their health care provider authorizing their return to work.

    c. Upon return from FMLA, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

    d. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

    e. FMLA makes it unlawful for any employer to:

        1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

        2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

    f. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

5. Enforcement

    a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

    b. An eligible employee may bring a civil action against an employer for violations.

    c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

D. Paid Parental Leave

Full-time employees may be eligible for Paid Parental Leave. See Administrative Policy Paid Parental Leave for details.

E. Vacation Leave

1. Vacation Leave Accruals

   a. All full-time, regular, and probationary employees, excluding sworn firefighters covered by an approved employee organization memorandum of understanding, will accrue vacation leave as follows:

FULL-TIME EMPLOYEES			
	Tenure (Years)	Hours per Pay Period	Hours per Year
Non-Exempt	0 - 1.99	3.7	96.2
	2 - 4.99	4.47	116.2
	5 - 9.99	5.39	140.12
	10 - 14.99	6.31	164.04
	15+	6.93	180.16
Exempt	0 - 1.99	4.62	120.12
	2 - 4.99	5.39	140.12
	5 - 9.99	6.31	164.04
	10+	6.93	180.16

   b. All assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 – 4.99	6.31	164.04
5+	6.93	180.18

   c. All Department Directors, Deputy City Managers, and Assistant City Managers will accrue vacation leave as follows:

DEPARTMENT DIRECTORS, DEPUTY CITY MANAGERS, AND ASSISTANT CITY MANAGERS	
Hours per Pay Period	Hours per Year
6.93	180.18

d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 - 1.99	11.21	291.46
2 - 4.99	12.28	319.28
5 - 9.99	13.57	352.30
10 +	14.44	375.30

e. Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with concurrence of the City Manager, must approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for front-loaded vacation leave provided at time of hire as outlined in this section.

f. Part-time regular employees are not eligible to accrue vacation leave. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Leave

Eligible employees have a maximum accrual of vacation leave of 320 hours at the end of the calendar year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation leave of 448 hours at the end of the calendar year.

a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each calendar year.

b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the calendar year shall be forfeited unless the City Manager authorizes an exception in an individual case. The application for exception must be submitted through the Human Resources Department and shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

   Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

   a. Vacation leave will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

   b. During the original probationary period, vacation leave may be granted at the discretion of the Department Director, or designee.

   c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

   Employees may be paid for a portion of accrued vacation. See Administrative Policy Sell Back Program for details.

5. Compensation for Vacation Leave Upon Separation

   Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

F. Holiday Leave

Employees may be eligible for Holiday Leave and/or Holiday Differential Pay. See Administrative Policy Holiday Leave and Administrative Policy Holiday Schedule for details.

G. Personal Leave

Full-time regular and probationary employees are eligible to receive a Personal Leave bank of flexible paid hours that can be used to supplement holiday leave hours or as additional personal time off. See Administrative Policy Personal Leave Bank for details.

H. Industrial Leave

1. Workers' Compensation Coverage

   The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

   The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

   An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

   An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

   There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

   a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

   b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

   a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

b. Compensation is based on the statutory limit set forth in ARIZ. REV. STAT §23-901 to 23-1105. Arizona state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Human Resources in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

a. An employee may not leave the state for more than two weeks (15 or more days) while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.

b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.

c. If returned to work with restrictions, the health care provider must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

I. General Leave

1. General Leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.

   a. General Leave will last for no more than 60 calendar days.

   b. Accrued time off must be exhausted before an employee is eligible to take General Leave.

   c. General Leave is not intended for seeking employment outside of the City.

2. Requests for General Leave must be approved in writing by the employee's Department Director and the human resources director. Requests must include the purpose, start date, and end date of the general leave.

3. General Leave is unpaid and not job protected.

   a. The department may post to fill the employee's position upon commencement of General Leave.

   b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.

4. While on General Leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.

5. Vacation and Sick leave will not accrue while the employee is on General Leave.

J. Bereavement Leave

1. General

   Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time regular or probationary employees are eligible for bereavement leave. Part-time regular or temporary employees are not eligible for bereavement leave.

2. Immediate Family Defined

   For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step- child, step-parent, step-brother or step-sister.

3. Co-workers

   At the discretion of the employee's Department Director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

   The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

   In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

K. Military Leave

Upon written request to the employee's Department Director and submittal of required documentation, all regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay equal to the average number of regularly scheduled work hours allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.

L. Civic Duty Leave

1. General

   Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

   Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

   a. The distance to the work location would preclude timely reporting for the civic duty; or

   b. The employee cannot return to work at least one hour before the end of the work shift;

   c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

   a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

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

5. Jury and Witness Compensation

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

M. Arizona Victim's Leave Law

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to utilize available leave balances to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Available Leave

a. A request for use of available leave must be made to the immediate supervisor with as much notice as practical. In making this request, the employee shall provide both of the following documents:

1) A copy of the form provided to the employee by the law enforcement agency.

2) A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

b. Leave records under this policy shall be maintained in a confidential manner.

c. When using available leave, the eligible employee may use accrued sick leave, personal leave, vacation leave, or compensatory time earned.

d. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work.

e. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager.

f. The City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

N. Administrative Leave

The Human Resources Director, with the concurrence of the City Manager, may authorize administrative leave for any employee pending an administrative investigation, an internal inquiry to gather facts, or for other administrative reasons which are in the best interest of the City as determined by the City Manager.

O. Using Leave

1. All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.

2. Department Directors may authorize exceptions not to reduce leave hours when a non-exempt employee works in excess of their regular work schedule during the applicable workweek, based on operational needs. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

P. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to eligible full-time employees. Insurance coverage begins the first day of the month following the employee's first day of employment. (Ex. An employee's start date is May 15th, therefore, insurance coverage begins on June 1st).

1. Medical Insurance

Eligible employees may elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans unless they qualify for coverage under the Affordable Care Act (ACA).

2. Dental Insurance

   Eligible full-time employees may elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

   Eligible full-time employees are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

   The City may provide optional benefits through payroll deduction.

Q. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

R. Workers' Compensation Insurance

1. General

   Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statues.

2. Reporting Period

   All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

   The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

S. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

T. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.

2. The City may elect to contribute funds to employee's Deferred Compensation Plan

U. Health Savings Account (HSA)

1. General

   Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

   Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

   The City may elect to contribute funds to employees' HSA accounts.

V. Flexible Spending Arrangements (FSA)

1. General

   Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

   a. Employees may contribute to FSA accounts up to the limit set by the City.

   b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

W. Public Safety Homeowner Incentive Program

1. To ensure competitiveness in the recruitment and retention of critical public safety staff, the City may fund a Public Safety Homeowner Incentive Program dependent on annual funding identified during the budgeting process.

2. The City Manager will be responsible for establishing the eligibility, conditions, and other requirements of the program through an applicable administrative policy.

CITY COUNCIL REPORT

ITEM NUMBER: 5.c.

SUBJECT: Public Hearing - Fiscal Year 2025 Final Budget

MEETING DATE: 6/17/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:
This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:
City Council will hold a public hearing to receive comment on the final budget for fiscal year 2024 - 2025 (FY2025). This item is for discussion only; no action is required.

BACKGROUND:
The tentative budget for FY2025 was adopted on May 6, 2024 and a summary of the budget was published in the June 7 and June 12 editions of the Southwest Valley Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website. A public hearing must be held and a special meeting convened for adoption of the final budget after the close of the public hearing.

DISCUSSION:
The FY2025 expenditure limitation of $443,221,000 has not changed in total from the tentative budget adopted on May 6, 2024.

The following changes have been made since the tentative budget adopted on May 6:

- Added carryover for vehicle replacements approved by Council on May 6.
- Use of Community Development Block Grant (CDBG) funds on Old Town Avondale
- Moved $15,000 indirect cost recovery from Finance and Budget to Non-departmental
- Added $50K carryover for temporary fire inspector
- Transferred $20k from Parks to Marketing and Public Relations for street banners

These increases are offset by decreases in the unanticipated revenue line item.

BUDGET IMPACT:
This public hearing is a necessary step in the budget adoption process, allowing residents to comment on the FY2025 final budget.

RECOMMENDATION:
Staff recommends the City Council hold a public hearing to receive comment on the final budget for FY2025.

Contact person for document distribution: *Robert Baer; Renee Weatherless*

CITY COUNCIL REPORT

ITEM NUMBER: 2.

SUBJECT: Resolution 1075-0624 - Setting forth the Final Budget for Fiscal Year 2024-2025

MEETING DATE: 6/17/2024

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:
The agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:
City Council will consider a request to adopt Resolution 1075-0624, approving the final budget for fiscal year 2024-2025 (FY2025) in the amount of $443,221,000 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 tentative fiscal year 2024-2025 (FY202) budget was adopted on May 6, 2024 and was published in the June 7 and June 12 editions of the Arizona Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website. A public hearing was held on June 17, 2024 as required by A.R.S. §42-17104. As required by A.R.S. §42- 17105, a special meeting must be convened for adoption of the final budget.

DISCUSSION:
By state statute, the total amount of the final budget may not be greater than the budget tentatively adopted on May 6, 2024. Any increases to the budget require an offsetting decrease in another line item included in the budget.

The following changes have been made since the tentative budget adopted on May 6:

- Added carryover for vehicle replacements
- Used Community Development Block Grant (CDBG) funds for Old Town Avondale
- Moved $15,000 indirect cost recovery from Finance and Budget to Non-departmental
- Changed object code associated with parks part-time positions
- Added $50K carryover for temporary fire inspector
- Transferred $20k from Parks to Marketing for Street Banners

To accommodate the changes to carryover within the previously approved expenditure limit, the line item for unanticipated revenues has been adjusted.

Included with the final budget is a schedule specifying certain budgeted items in excess of $50,000. The Avondale Procurement Code specifies that for budgeted line items in excess of $50,000 that were considered during the budget process, the procurement agent or authorized designee may approve the award for these items. This schedule is intended to provide greater transparency into these budgeted line items. Any items where the award is greater than what is indicated on the schedule will return to City Council in the future for separate consideration and action.

Also included with the final budget is a schedule of interfund transfers for FY2025 and a schedule of interfund loans for FY2025. These schedules are intended to set the maximum amounts for these interfund transfers/loans and actuals may be lower than the schedule indicates. Any transfers/loans in excess of these amounts will return to council for consideration.

Also included with the final budget is a schedule showing the five-year Capital Improvement Plan (CIP) with the total project budget for projects included in the CIP.

BUDGET IMPACT:
This will establish the formal expenditure limit and annual budget for FY2025.

RECOMMENDATION:
Staff recommends the Mayor and Council adopt a Resolution, Setting forth the Final Budget for Fiscal Year 2024-2025.

Contact person for document distribution: *Robert Baer; Renee Weatherless*

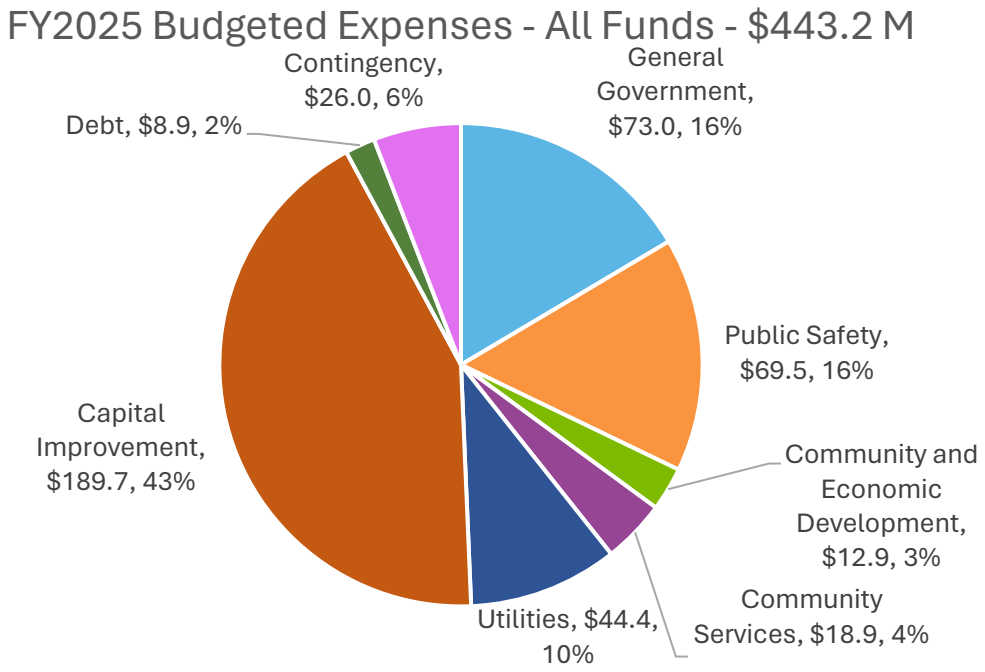
Final Budget Summary

The City of Avondale's Fiscal Year 2025 (FY2025) budget is a testament to its commitment to growth, innovation, and community service. The budget allocates resources to provide the tools and staff necessary for effective service delivery to residents. With a focus on remaining an employer of choice and on critical Capital Improvements projects, Avondale aims to foster growth opportunities, enhance mobility, and meet the evolving needs of its residents, businesses, and visitors.

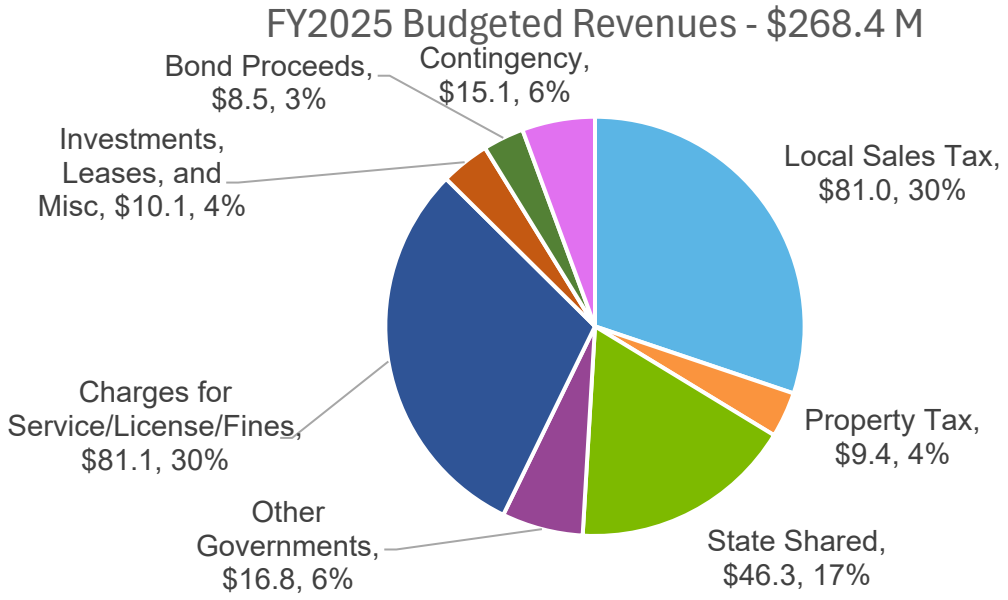
Across various departments, from City Administration to Public Works, the FY2025 budget reflects a strategic approach to address the evolving needs of Avondale's diverse population. In alignment with this vision, departments such as the City Attorney's Office and Development Services are poised to enhance their services through increased staffing and specialized resources. Meanwhile, investments in infrastructure, technology, and public safety underscore Avondale's commitment to ensuring a high quality of life for its residents, fostering economic development, and positioning the city for continued success in the years to come.

The FY2025 Final Budget is balanced, with revenues and resources greater than planned expenditures. Additionally, the General Fund, which provides the funding for the majority of services and employees in the city, is structurally balanced, with on-going revenues projected to be greater than or equal to on-going expenses over the next five fiscal years. This structural balance was achieved despite the loss of Residential Rental Sales Tax, which starts in January 2025, and the implementation of the state’s flat income tax, which reduces Urban Revenue Sharing revenue.

The following graphs show the composition FY2025 Final Budget.

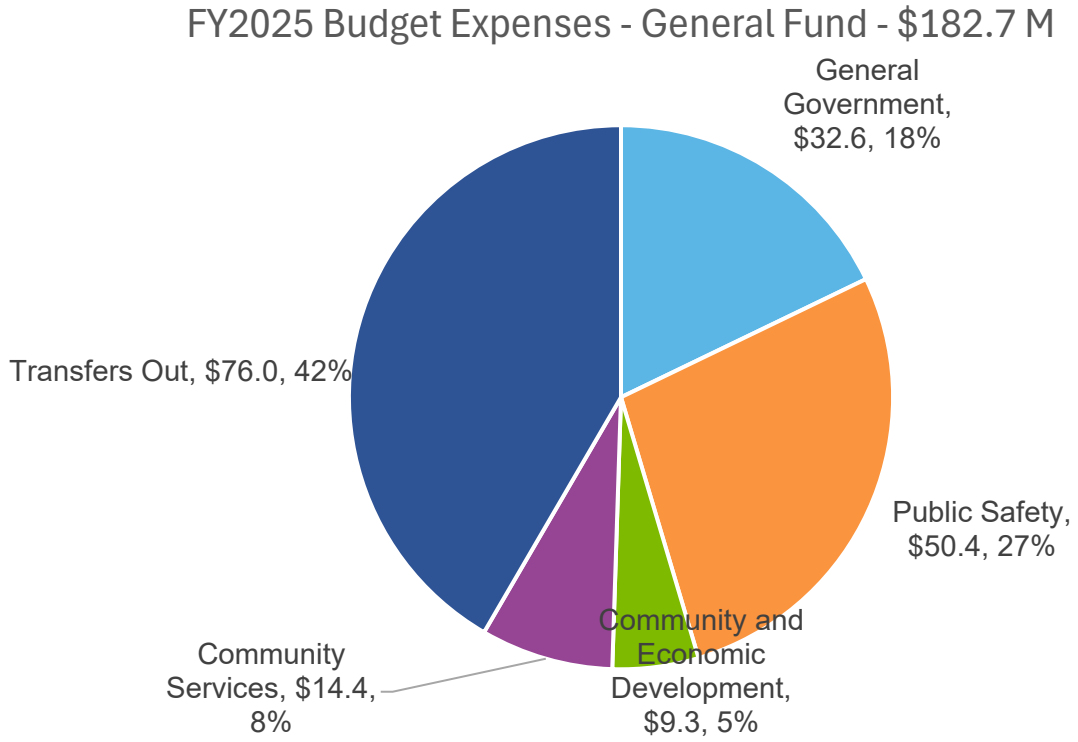


The graph above shows the $443.2 million proposed FY2025 Final Budget by function. The largest portion of the FY2025 budget is Capital Improvement at $189.7 million. Most of that budget is carryover of projects from the FY2025 budget. The city's operating budget is $218.6 million in total, not including contingency or debt service.

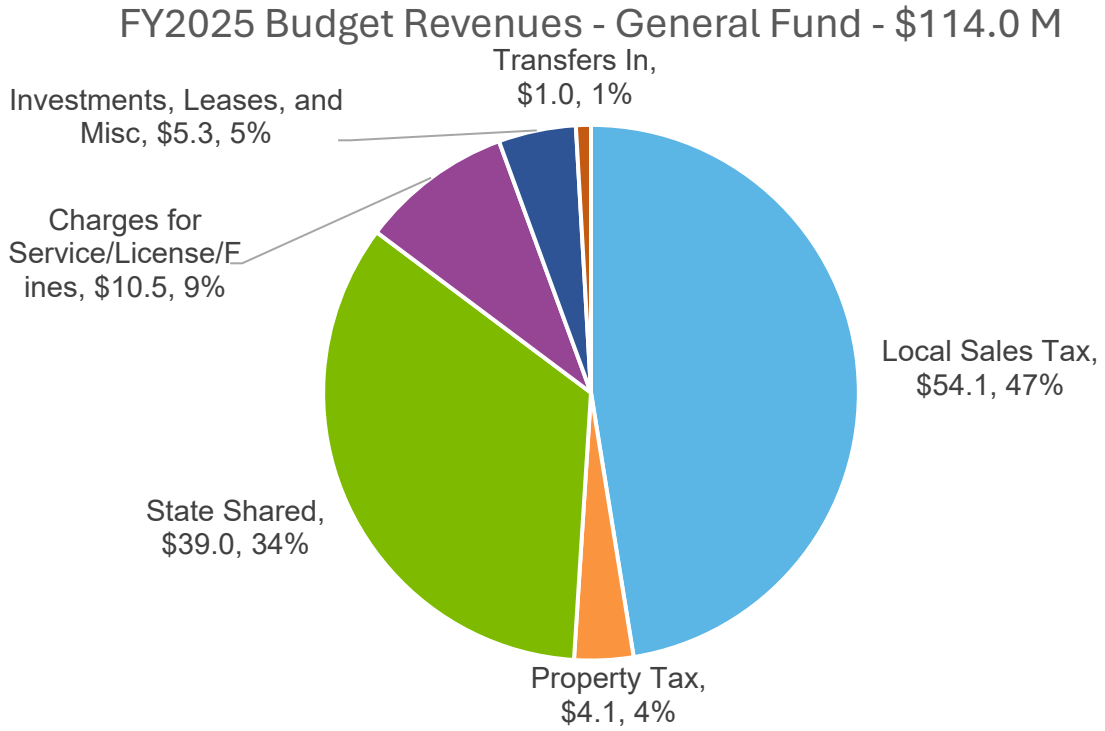


This graph shows the $268.4 million budgeted revenues in the proposed FY2025 Tentative Budget. The largest sources of revenue for the city are local sales tax and charges for services. The largest portions of charges for services water, sewer, and solid waste utility revenues; planning and permitting fees; and development impact fees. The

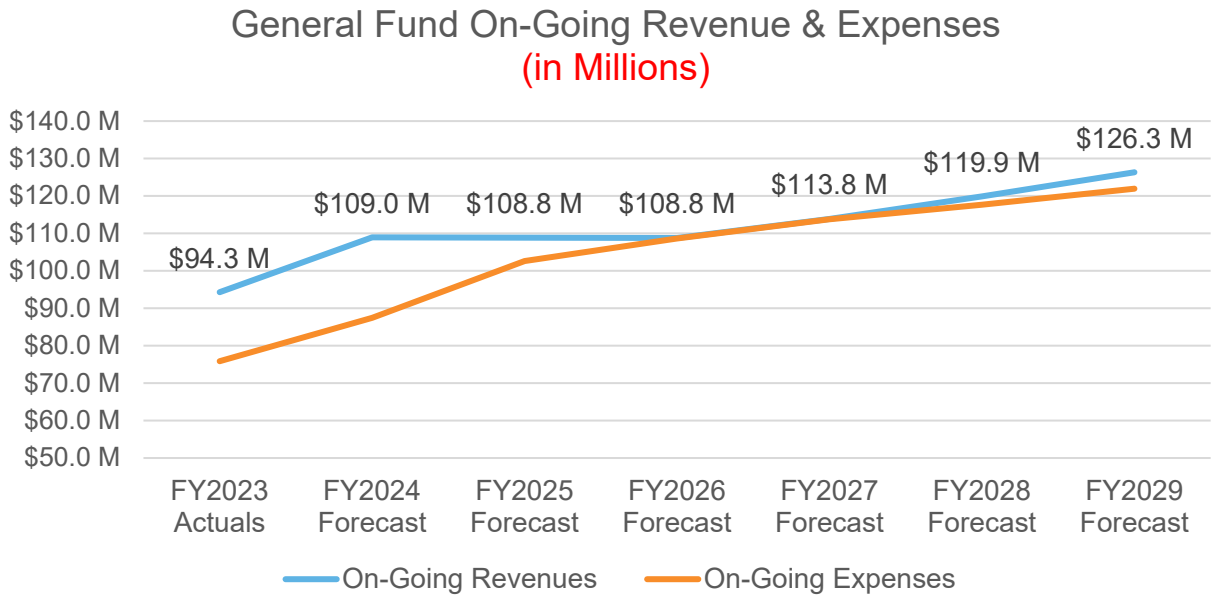
revenue budget is less than the expenditure budget, due to the carryover of one-time capital improvement projects, which are utilizing the city's fund balance.



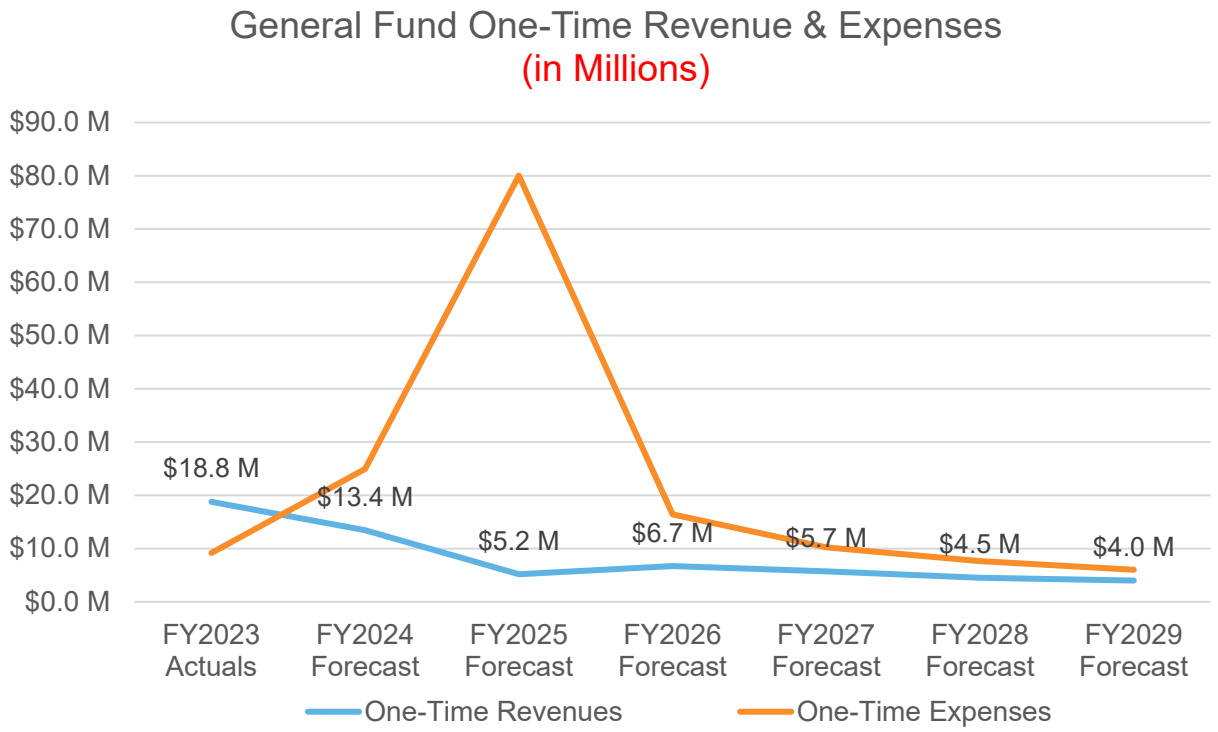
This graph shows the proposed $182.7 million General Fund budget. The General Fund is the largest fund in the city. The General Fund consists of the resources available to the city that have the least restrictions on their use. The majority of employees are budget to the General Fund. The largest use of the General Fund are Transfers Out, which supports one-time capital improvement projects.



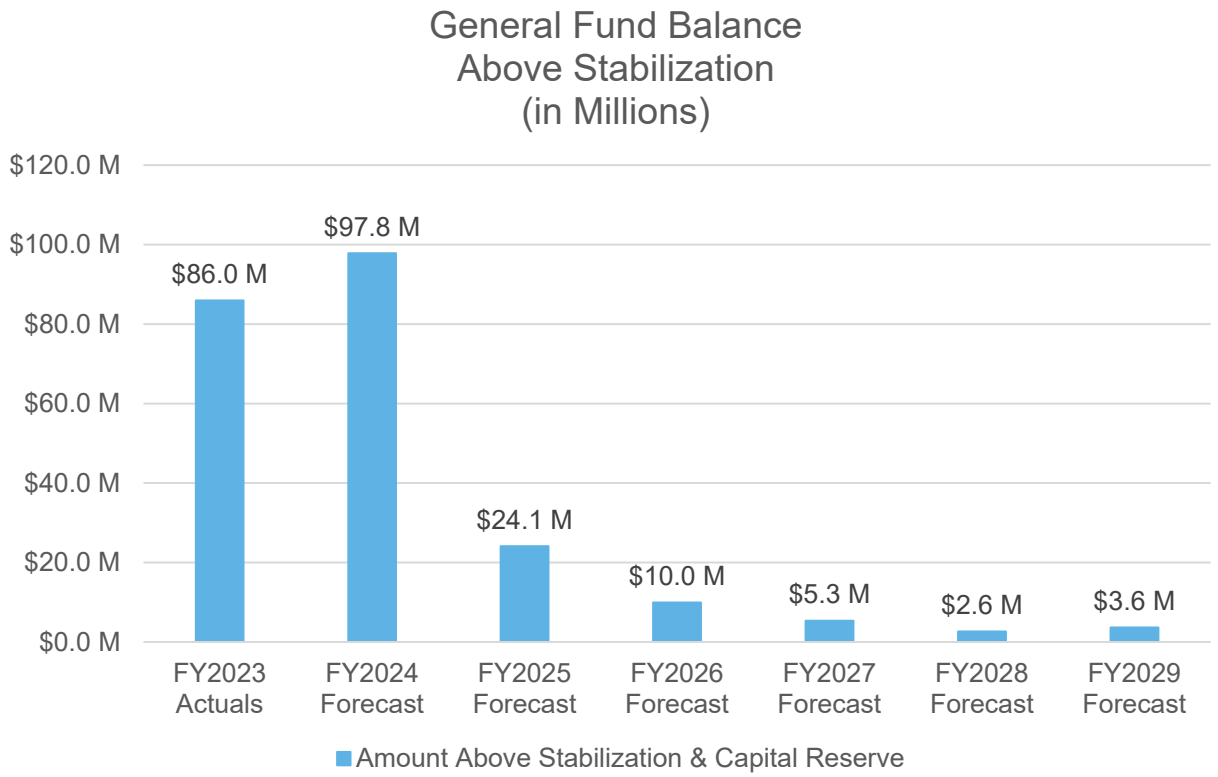
This graph shows the proposed $114.0 million revenues in the proposed General Fund Budget. The two largest sources of revenue for the General Fund are Local Sales Tax and State Shared Revenues. The revenue budget is less than the expenditure budget, due to the carryover of one-time capital improvement projects which are utilizing the city's General Fund fund balance.



The graph above shows the projected on-going balance for the General Fund. On-going revenues are projected to be equal to or greater than on-going expenses through the forecast period. The on-going balance is considered when staff recommends supplemental requests for funding. The full list of the supplemental requests included in the Final Budget is included in Appendix A. The Financial Policies of the city state that the city should maintain a structural balance, where on-going revenues are equal to or greater than on-going expenses in the General Fund.



The next graph shows the one-time expenses versus one-time revenues in the General Fund. One-time expenses in the General Fund mostly consist of transfers for one-time capital improvement projects. A full list of included capital projects is included in this document (Appendix B) and is also included in the resolution adopting the Final Budget. One-time revenues include sales tax above the on-going baseline, planning and permitting revenues above the on-going baseline, leases of city property, and land sales. One-time expenses are higher than one-time revenues in the FY2025 Final Budget and through the forecast. When expenses are higher than revenues, the city utilizes fund balance to bridge the difference.



The next graph shows the General Fund balance above the stabilization and capital reserve amounts. The stabilization amount is equal to 35% of adopted budgeted General Fund expenditures from the prior year, excluding interfund transfers and contingency appropriation. This reserve amount can be utilized to mitigate the impact of disasters, address emergency situations, and sudden or unexpected declines of revenues. The Capital Reserve amount is equal to $5 million and is available for unexpected increases in the costs of capital projects. The city is planning to spend the accumulated balance over these reserve amounts on capital projects, reinvesting the city's resources into the city. A full list of included capital projects in the Final Budget can be found in Appendix B.

Appendix A – Recommended Supplemental Requests

FY2025 Supplementals

Yes					
Department	**Request**	**FTE**	**On-Going**	**One-Time**	**Vacancy Savings**
City Administration	New City Manager's Office Vehicle		1,500	48,000	
City Attorney	Attorney II - 1.0 FTE	1.0	197,200	17,900	
City Auditor	Consultant Assisted Audits			100,000	
City Clerk	2024 Election			60,000	
Development Services	Senior Plans Examiner - 1.0 FTE	1.0	147,900	10,600	
Development Services	Senior Management Analyst - 1.0 FTE	1.0	149,000	31,000	
Development Services	Building Services Positions Grade Change		24,400		
Economic Development	Economic Development Opportunities Fund			400,000	
Economic Development	Position reclassification		29,500		
Engineering Services	Engineering Module Development in Permitting Program			200,000	
Engineering Services	Engineering Plan Review Increase			100,000	
Engineering Services	Project Manager (CIP) - 1.0 FTE	1.0	170,900	3,100	
Engineering Services	Signal Re-Timing Assessments			50,000	
Facilities	Additional On Call Assignment		20,000		
Facilities	Generator Assessment			20,000	
Finance and Budget	Outside Consultant for Payroll System			175,000	
Finance and Budget	Finance Administrative Assistant Reclassification		5,600		
Finance and Budget	Biennial Impact Fee Audit			15,000	
Fire and Medical	Additional Light Duty Vehicles		25,000	306,000	
Fire and Medical	Fund Two Overhire Positions		325,600		(325,600)
Fire and Medical	Overtime for Fire and Medical Critical Programming			348,000	
Human Resources	Positions Reclassifications		37,000		
Human Resources	Increase Tuition Reimbursement			37,700	
Human Resources	Risk Insurance Premium Increase		400,000		
Human Resources	Risk Management Vehicle		2,000	45,000	
Human Resources	Compensation Study			95,000	
Information Technology	Cybersecurity Threat Mitigation		100,000		
Information Technology	Enterprise Asset Management Software System			100,000	
Information Technology	IT Senior Systems Engineer Contracted Service			153,900	
Information Technology	Managed Services for Permitting System			221,600	
Information Technology	Virtualization Software Licensing Increase		150,000		
Information Technology	Website Upgrade and Redesign		50,000	150,000	
Marketing & Public Relations	Position reclassification		6,200		
Neighborhood and Family Service	Contributions Assistance Program (ARPA funded FY2025)			86,700	
Neighborhood and Family Service	Education Support Funding			50,000	
Neighborhood and Family Service	Homeless Services Coordinator - Change to General Fund		117,700		
Neighborhood and Family Service	Homeless Services Division Operating Budget		333,100		
Neighborhood and Family Service	Homeless Services Expanded Programming			150,000	
Neighborhood and Family Service	Public Safety Homebuyer Program			100,000	
Neighborhood and Family Service	Senior Services Coordinator - Temp Position			85,300	
Non-Departmental	Arbitrage Payment			93,000	
Non-Departmental	Arizona Department of Transportation Payments			240,600	
Office of Public Safety	Additional software for the internal investigation and commendation tracking		6,500		
Office of Public Safety	Security Services			25,000	
Office of Public Safety	New Equipment and Maintenance Increases for the Glendale Regional Public		4,800	62,000	
Office of Public Safety	Operating Costs for the Threat Liaison Officer assignment		14,500		
Office of Public Safety	Workforce cloud-based software for use in the Emergency Operations Center		10,000		
Parks & Recreation	Facility Rental Support			95,600	
Parks & Recreation	Parks Vehicles & Equipment		14,000	190,000	
Parks & Recreation	Sports Programming Needs		85,000		
Parks & Recreation	Create a Summer Camp Program - 3.9 FTE	3.9		410,800	
Parks & Recreation	Special Event Cost Increases			95,000	
Police	Change Part-Time Dispater to Full-time - 0.5 FTE	0.5	62,600	5,600	(59,800)
Police	Senior Officer Program		38,600		(38,600)
Police	Take Home Vehicle Program		385,800	3,409,700	
Police	Two Detention Officers - 2.0 FTE	2.0	212,300	32,000	(198,500)
Public Works	Increased Recycling Landfill Costs		204,000		
Public Works	Water Resources Studies and Regulatory Requirement Updates			300,000	
Public Works	Grant Writing Services			50,000	
Public Works	Increased Landscape Maintenance Costs and Palm Trees		40,000	60,000	
Public Works	Lead & Copper Rule Contractor/Consultant			100,000	
Public Works	Management Analyst - 1.0 FTE	1.0	131,400	3,100	
Public Works	Wastewater Collections Operator - 1.0 FTE	1.0	105,900	52,000	
Public Works	Water Metering and Locating Supervisor - 1.0 FTE	1.0	145,500	55,100	
Public Works	Water Production Electricity Increases		280,000		
Public Works	Water Purchase Increases		565,000		
Public Works	Water Reclamation Facility Electricity Increases		208,700		
Public Works	Increased WeRide Service Adjustments		1,246,000		

Appendix B – Recommended Capital Projects

FY25 Proposed Project Funding											
		Funded / Planned									
Project Number	Project Title	Total Project Budget	FY2024	Carryover	FY2025	FY2026	FY2027	FY2028	FY2029	FY25-FY29 Total	FY30-FY34 Total
Asset Replacement		**122,192,003**	**19,363,003**	**12,608,000**	**23,329,000**	**13,951,000**	**13,135,000**	**11,639,000**	**11,163,000**	**73,217,000**	**42,220,000**
A0014	Facilities Asset Replacement	657,230	657,230	575,000	575,000	0	0	0	0	575,000	0
A0115	SCADA Security Asset Replacement	82,052	82,052	68,000	68,000	0	0	0	0	68,000	0
A0123	Streets Asset Replacement	920,062	920,062	318,000	318,000	0	0	0	0	318,000	0
A0147	Vehicle Replacement	750,490	750,490	498,000	498,000	0	0	0	0	498,000	0
A0148	Water Asset Replacement	204,724	204,724	149,000	149,000	0	0	0	0	149,000	0
A0169	Computer and Equipment Asset Replacement	408,104	408,104	413,000	413,000	0	0	0	0	413,000	0
A0233	Fleet Equipment Replacement Program	260,000	210,000	210,000	260,000	0	0	0	0	260,000	0
A0234	City Hall Break Room Asset Replacement	55,000	55,000	18,000	18,000	0	0	0	0	18,000	0
A0267	Facilities Asset Replacement FY2024	253,000	253,000	174,000	174,000	0	0	0	0	174,000	0
A0268	Facilities Asset Replacement FY2026 and Beyond	2,054,000		0	0	224,000	85,000	698,000	179,000	1,186,000	868,000
A0269	Fire Equipment and Asset Replacement FY2024	382,000	382,000	310,000	310,000	0	0	0	0	310,000	0
A0270	Fire Equipment and Asset Replacement FY2026 and Beyond	4,066,000		0	0	311,000	104,000	536,000	136,000	1,087,000	2,979,000
A0271	Lift Station Rehabilitation Program FY2024	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
A0272	Lift Station Rehabilitation Program FY2026 and Beyond	2,100,000		0	0	200,000	200,000	200,000	250,000	850,000	1,250,000
A0273	Parks and Recreation Asset Replacement Plan 2024	250,000	250,000	226,000	226,000	0	0	0	0	226,000	0
A0274	Parks and Recreation Asset Replacement Plan 2026 and Beyond	483,000		0	0	375,000	0	0	0	375,000	108,000
A0275	Police Asset Replacement Program FY2024	75,000	75,000	75,000	75,000	0	0	0	0	75,000	0
A0276	Police Asset Replacement Program FY2026 and Beyond	781,000		0	0	41,000	418,000	161,000	161,000	781,000	0
A0277	SCADA Security Asset Replacement FY2024	376,000	376,000	376,000	376,000	0	0	0	0	376,000	0
A0278	SCADA Security Asset Replacement FY2026 and Beyond	3,584,000		0	0	376,000	376,000	376,000	376,000	1,504,000	2,080,000
A0279	Streets Asset Replacement FY2024	2,093,000	2,093,000	1,764,000	1,764,000	0	0	0	0	1,764,000	0
A0280	Streets Asset Replacement FY2026 and Beyond	10,637,000		0	0	1,043,000	1,043,000	1,043,000	1,043,000	4,172,000	6,465,000
A0281	Vehicle Replacement 2024	1,720,000	1,720,000	1,007,000	1,007,000	0	0	0	0	1,007,000	0
A0282	Vehicle Replacement 2026 and Beyond	39,467,000		0	0	5,692,000	6,229,000	6,003,000	5,902,000	23,826,000	15,641,000
A0284	Water Meter Replacement FY2026 and Beyond	5,375,000		0	0	550,000	575,000	575,000	575,000	2,275,000	3,100,000
A0285	Computer and Equipment Asset Replacement FY2024	839,000	839,000	326,000	326,000	0	0	0	0	326,000	0
A0286	Computer and Equipment Asset Replacement FY2026 and Beyond	3,477,000		0	0	1,938,000	377,000	257,000	437,000	3,009,000	468,000
A0289	Library Asset Replacement FY2024	186,000	186,000	160,000	160,000	0	0	0	0	160,000	0
A0290	Library Asset Replacement FY2026 and Beyond	259,000		0	0	16,000	54,000	10,000	68,000	148,000	111,000
A0291	Randel McDaniel Sports Complex Asset Replacement FY2024	176,000	176,000	176,000	176,000	0	0	0	0	176,000	0
A0292	Randel McDaniel Sports Complex Asset Replacement FY2026 and Beyond	436,000		0	0	286,000	0	0	150,000	436,000	0
A0324	Water Asset Replacement FY2026 and Beyond	4,500,000		0	0	500,000	500,000	500,000	500,000	2,000,000	2,500,000
A0328	Avondale Campus Painting Project	500,000	160,000	36,000	126,000	160,000	90,000	0	0	376,000	0
A0329	American Sports Center Painting and Surfacing	330,000	330,000	254,000	254,000	0	0	0	0	254,000	0
A0351	City Hall Interior Paint	214,000	214,000	195,000	195,000	0	0	0	0	195,000	0
A0357	Water Meter Replacement FY2025	550,000		0	550,000	0	0	0	0	550,000	0
A0358	Lift Station Rehabilitation Program FY2025	200,000		0	200,000	0	0	0	0	200,000	0
A0359	Vehicle Replacement FY2025	2,510,000	433,000	433,000	2,510,000	0	0	0	0	2,510,000	0
A0371	Water Asset Replacement FY2025	450,000		0	450,000	0	0	0	0	450,000	0
A0381	Police Asset Replacement Program FY2025	158,000		0	158,000	0	0	0	0	158,000	0
A0390	Parks and Recreation Asset Replacement Plan FY2025	360,000		0	360,000	0	0	0	0	360,000	0
A0391	Library Asset Replacement FY2025	24,000		0	24,000	0	0	0	0	24,000	0
A0394	Communication Systems and Data Center Asset Replacement FY2025	1,186,000		0	1,186,000	0	0	0	0	1,186,000	0
A0395	Computer and Equipment Asset Replacement FY2025	3,188,000		0	3,188,000	0	0	0	0	3,188,000	0
A0396	SCADA Security Asset Replacement FY2025	376,000		0	376,000	0	0	0	0	376,000	0
A0397	Fire Apparatus Replacement FY2025	2,660,000	2,660,000	2,660,000	2,660,000	0	0	0	0	2,660,000	0
A0400	Fire Equipment and Asset Replacement FY2025	276,000		0	276,000	0	0	0	0	276,000	0
A0403	Facilities Asset Replacement FY2025	693,000		0	693,000	0	0	0	0	693,000	0
A0426	Streets Asset Replacement FY2025	1,043,000		0	1,043,000	0	0	0	0	1,043,000	0
M0168	Communication Systems and Data Center Asset Replacements	1,382,341	1,382,341	1,110,000	1,110,000	0	0	0	0	1,110,000	0
M0297	Communication Systems and Data Center Asset Replacements FY2024	608,000	608,000	608,000	608,000	0	0	0	0	608,000	0
M0298	Communication Systems and Data Center Asset Replacements FY2026 and Beyond	10,735,000		0	0	1,339,000	1,315,000	1,280,000	1,386,000	5,320,000	5,415,000
S0225	Fire Apparatus Replacement	3,738,000	3,738,000	269,000	269,000	0	0	0	0	269,000	0
S0302	Fire Apparatus Replacement FY2026 and Beyond	3,904,000		0	0	900,000	1,769,000	0	0	2,669,000	1,235,000
General Government		**10,799,000**	**4,794,000**	**4,200,000**	**10,205,000**	**0**	**0**	**0**	**0**	**10,205,000**	**0**
B0191	New Park & Ride at BLVD Parking Garage	764,000	764,000	764,000	764,000	0	0	0	0	764,000	0
M0021	City Hall Modular Furniture Replacement	750,000	750,000	357,000	357,000	0	0	0	0	357,000	0
M0101	Public Wi-Fi Enhancements	57,000	57,000	57,000	57,000	0	0	0	0	57,000	0
M0176	Bridge Housing	2,423,000	2,423,000	2,374,000	2,374,000	0	0	0	0	2,374,000	0
M0177	City Fiber Backbone - Sam Garcia Library to MOSC	700,000	700,000	576,000	576,000	0	0	0	0	576,000	0
M0354	Citywide Fiber Mapping	175,000	100,000	72,000	147,000	0	0	0	0	147,000	0
M0393	Resource Center Expansion Study	150,000		0	150,000	0	0	0	0	150,000	0
M0401	Opportunity Tree Parking Lot Improvements	40,000		0	40,000	0	0	0	0	40,000	0
M0402	Friendship Park Restroom Painting	40,000		0	40,000	0	0	0	0	40,000	0
M0425	Design Concept for New Operational Warehouse	500,000		0	500,000	0	0	0	0	500,000	0
M0427	Lower Buckeye North Yard Fence	160,000		0	160,000	0	0	0	0	160,000	0
M0432	Southwest Family Advocacy Center Building Purchase	5,040,000		0	5,040,000	0	0	0	0	5,040,000	0
Parks and Recreation		**50,786,369**	**21,352,369**	**12,551,000**	**18,682,000**	**9,608,000**	**4,646,000**	**2,050,000**	**2,409,000**	**37,395,000**	**4,590,000**
M0325	Sam Garcia Library and Sernas Plaza Improvements	646,000	646,000	507,000	507,000	0	0	0	0	507,000	0
P0012	Agua Fria Trail Phase II (Pedestrian Bridge) Design	1,800,000	1,800,000	295,000	295,000	0	0	0	0	295,000	0
P0015	Recharge Park Study and Design	1,205,214	1,205,214	810,000	810,000	0	0	0	0	810,000	0
P0032	Mountain View Community Center	4,318,000	4,318,000	134,000	134,000	0	0	0	0	134,000	0
P0055	Fiber Optic Connectivity in Parks	88,000	88,000	88,000	88,000	0	0	0	0	88,000	0
P0083	Mountain View Park Expansion	1,156,313	1,156,313	840,000	840,000	0	0	0	0	840,000	0
P0084	Multi-Modal Trail System FY2026 and Beyond	8,783,842	424,842	381,000	381,000	200,000	0	1,900,000	2,259,000	4,740,000	4,000,000
P0113	Sand Volleyball Courts at the BLVD	2,859,000	2,859,000	2,326,000	2,326,000	0	0	0	0	2,326,000	0

P0120	Sport Field Lighting Friendship Park	1,564,000	875,000	33,000	722,000	0	0	0	0	722,000	0
P0174	Civic Center Park	4,132,000	3,932,000	3,628,000	3,828,000	0	0	0	0	3,828,000	0
P0193	Deconcini Park Enhancements	2,800,000	2,800,000	2,423,000	2,423,000	0	0	0	0	2,423,000	0
P0299	Crystal Gardens Trail Improvements FY2024	480,000	480,000	356,000	356,000	0	0	0	0	356,000	0
P0300	Crystal Gardens Trail Improvements FY2025	500,000		0	500,000	0	0	0	0	500,000	0
P0327	Sport Field Lighting Festival Fields Park	1,119,000		0	0	1,119,000	0	0	0	1,119,000	0
P0330	Donatela Park	5,210,000	220,000	208,000	208,000	2,570,000	2,420,000	0	0	5,198,000	0
P0331	Cashion Pocket Park	540,000	80,000	80,000	80,000	0	20,000	0	0	100,000	440,000
P0332	Dog Park Enhancements at Friendship Park	884,000	44,000	44,000	884,000	0	0	0	0	884,000	0
P0333	Pickleball Court Construction at Friendship Park	442,000	32,000	32,000	442,000	0	0	0	0	442,000	0
P0334	Softball Field Enhancements at Friendship Park	442,000	32,000	32,000	32,000	410,000	0	0	0	442,000	0
P0335	Festival Fields Upgrades	1,858,000		0	81,000	1,696,000	81,000	0	0	1,858,000	0
P0347	Parks Master Plan	310,000	310,000	284,000	284,000	0	0	0	0	284,000	0
P0356	Parcel Adjacent to Aquatic Center Study	50,000	50,000	50,000	50,000	0	0	0	0	50,000	0
P0382	ADA Transition Plan	900,000		0	150,000	150,000	150,000	150,000	150,000	750,000	150,000
P0383	Trail Improvements in the BLVD Area	2,041,000		0	1,409,000	632,000	0	0	0	2,041,000	0
P0384	Agua Fria Multi-Use Path - Buckeye Rd/MC 85 Underpass	2,398,000		0	44,000	1,386,000	968,000	0	0	2,398,000	0
P0385	Agua Fria Multi-Use Path - Lower Buckeye Rd Underpass	2,498,000		0	46,000	1,445,000	1,007,000	0	0	2,498,000	0
P0386	Dysart & Western Ave Pocket Park	770,000		0	770,000	0	0	0	0	770,000	0
P0387	Base and Meridian Wildlife Area Restoration	500,000		0	500,000	0	0	0	0	500,000	0
P0388	Base and Meridian Wildlife Area Master Plan	300,000		0	300,000	0	0	0	0	300,000	0
P0389	Dessie Lorenz Park Improvements	117,000		0	117,000	0	0	0	0	117,000	0
P0429	Performing Arts Center Needs Assessment	75,000		0	75,000	0	0	0	0	75,000	0
Public Safety		**85,545,000**	**43,568,000**	**34,915,000**	**48,477,000**	**120,000**	**27,155,000**	**1,140,000**	**0**	**76,892,000**	**0**
S0013	Alamar Public Safety Substation	28,780,000	1,730,000	1,730,000	3,230,000	0	25,550,000	0	0	28,780,000	0
S0056	Additional Fire Apparatus	948,000	948,000	86,000	86,000	0	0	0	0	86,000	0
S0104	Fire Station #171 Replacement	15,314,000	13,414,000	12,478,000	14,378,000	0	0	0	0	14,378,000	0
S0105	Relocate Detention Center and Police Substation	21,300,000	21,300,000	14,913,000	14,913,000	0	0	0	0	14,913,000	0
S0142	Training Center Site Improvements and Upgrades	330,000	330,000	36,000	36,000	0	0	0	0	36,000	0
S0182	Ladder Tender Equipment	100,000	100,000	59,000	59,000	0	0	0	0	59,000	0
S0194	BLVD Police Substation	1,315,000		0	0	45,000	130,000	1,140,000	0	1,315,000	0
S0198	Police Communications Bureau Remodel	4,516,000	2,116,000	2,054,000	4,454,000	0	0	0	0	4,454,000	0
S0228	Avondale Boulevard and Broadway Road Fiber	1,600,000	1,600,000	1,556,000	1,556,000	0	0	0	0	1,556,000	0
S0344	K-9 Training Facility	3,960,000	600,000	583,000	3,943,000	0	0	0	0	3,943,000	0
S0345	EMT Paramedic Simulation Labs	50,000	50,000	50,000	50,000	0	0	0	0	50,000	0
S0346	Incident Command Simulation Lab	50,000	50,000	40,000	40,000	0	0	0	0	40,000	0
S0392	Regional Wireless Cooperative (RWC) Tower	1,150,000		0	0	75,000	1,075,000	0	0	1,150,000	0
S0398	Training Tower	4,302,000		0	4,302,000	0	0	0	0	4,302,000	0
S0399	New Fire Apparatus	1,330,000	1,330,000	1,330,000	1,330,000	0	0	0	0	1,330,000	0
S0428	Courtrooms and Jury Deliberation Audio/Video System Refresh	400,000		0	0	0	400,000	0	0	400,000	0
S0430	City Court Expansion Phase 2 - Design of City Court Assembly Area	100,000		0	100,000	0	0	0	0	100,000	0
Transportation		**153,823,071**	**33,037,071**	**27,714,000**	**46,207,000**	**22,458,000**	**13,713,000**	**10,725,000**	**14,297,000**	**107,555,000**	**40,945,000**
T0031	Communication Conduit and Fiber Backbone Program	1,400,000	1,400,000	825,000	825,000	0	0	0	0	825,000	0
T0046	Dysart Road Traffic Flow Improvement Project	586,000	586,000	157,000	157,000	0	0	0	0	157,000	0
T0052	Fairway Drive Improvements - Van Buren Street to Garfield Street	3,204,000	3,204,000	20,000	20,000	0	0	0	0	20,000	0
T0067	Gateway Program	200,000	200,000	96,000	96,000	0	0	0	0	96,000	0
T0122	Street Light Infill Program	84,950	84,950	79,000	79,000	0	0	0	0	79,000	0
T0138	Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road	2,000,000	1,788,000	1,518,000	1,730,000	0	0	0	0	1,730,000	0
T0161	Western Avenue - Central Avenue to 4th Avenue - Improvements	2,025,000	2,025,000	1,986,000	1,986,000	0	0	0	0	1,986,000	0
T0162	Western Avenue Decorative String Lights	320,000	320,000	320,000	320,000	0	0	0	0	320,000	0
T0163	Western Avenue Pedestrian Streetlights	895,000	695,000	695,000	895,000	0	0	0	0	895,000	0
T0200	Old Town Avondale Phase III Improvement	13,827,121	13,827,121	13,540,000	13,540,000	0	0	0	0	13,540,000	0
T0201	Old Town Avondale Phase IV Improvement	8,730,000	500,000	396,000	2,528,000	6,098,000	0	0	0	8,626,000	0
T0203	Old Town Avondale Phase V Improvement	5,299,000	232,000	162,000	1,503,000	3,726,000	0	0	0	5,229,000	0
T0206	Traffic Signal - 99th Avenue and Encanto Boulevard	600,000	375,000	369,000	594,000	0	0	0	0	594,000	0
T0213	Traffic Signal - 107th Avenue and Roosevelt Street	600,000		0	600,000	0	0	0	0	600,000	0
T0240	Old Town Avondale Phase VI Improvement	5,211,000		0	391,000	1,087,000	3,038,000	0	0	4,516,000	695,000
T0244	Sidewalk Along El Mirage Road from Calle Hermosa to Lower Buckeye Road	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
T0247	Traffic Signal - Van Buren Street and Park Avenue	600,000		0	0	0	0	0	50,000	50,000	550,000
T0250	Traffic Signal - 99th Avenue and Clarendon Avenue	600,000		0	0	0	0	0	50,000	50,000	550,000
T0251	Traffic Signal - Roosevelt Parkway and Van Buren Street	600,000		0	0	0	0	0	50,000	50,000	550,000
T0252	Traffic Signal - Roosevelt Street and 107th Avenue	600,000		0	0	50,000	550,000	0	0	600,000	0
T0253	Traffic Signal - 111th Avenue and Van Buren Street	600,000		0	50,000	550,000	0	0	0	600,000	0
T0259	Sidewalk Accessibility Improvement Program FY2024	400,000	245,000	245,000	245,000	0	0	0	0	400,000	0
T0260	Sidewalk Accessibility Improvement Program FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0303	Bike Retrofit Program FY2026 and Beyond	50,000		0	0	0	0	0	50,000	50,000	0
T0305	Bridge Repairs FY2026 and Beyond	400,000		0	0	0	100,000	0	100,000	200,000	200,000
T0306	Communication Conduit and Fiber Backbone Program FY2024	450,000	450,000	450,000	450,000	0	0	0	0	450,000	
T0307	Communication Conduit and Fiber Backbone Program FY2026 and Beyond	2,250,000		0	0	450,000	300,000	300,000	300,000	1,350,000	900,000
T0308	Entry Monument Signage and Gateway Program	300,000	300,000	295,000	295,000	0	0	0	0	295,000	0
T0309	Gateway Program FY2026 and Beyond	500,000		0	0	100,000	100,000	100,000	100,000	400,000	100,000
T0310	Pavement Management Program FY2024	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	3,000,000	0
T0311	Pavement Management Program FY2026 and Beyond	66,000,000		0	0	3,000,000	9,000,000	9,000,000	9,000,000	30,000,000	36,000,000
T0312	Street Drainage Issues FY2024	300,000	300,000	300,000	300,000	0	0	0	0	300,000	0
T0313	Street Drainage Issues FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0314	Street Light Infill Program FY2024	200,000	200,000	191,000	191,000	0	0	0	0	191,000	0
T0316	Wayfinding Signage FY2024	140,000	140,000	140,000	140,000	0	0	0	0	140,000	0
T0317	Wayfinding Signage FY2026 and Beyond	75,000		0	0	25,000	25,000	25,000	0	75,000	0
T0318	Traffic Signal Re-Timing Program FY2024	100,000	100,000	100,000	100,000	0	0	0	0	100,000	0
T0320	Citywide Sidewalk Expansion and Improvements Program FY2024	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0

T0321	Citywide Sidewalk Expansion and Improvements Program FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0336	HAWK Signal on Avondale Boulevard at Palm Lane	280,000	280,000	267,000	267,000	0	0	0	0	267,000	0
T0338	HAWK Signal on El Mirage Road at Pima Street	240,000	240,000	227,000	227,000	0	0	0	0	227,000	0
T0339	HAWK Signal on Coldwater Springs Boulevard on the west side of 118th Avenue	290,000	290,000	277,000	277,000	0	0	0	0	277,000	0
T0341	HAWK Signal on Central Avenue at Holly Lane	275,000	275,000	262,000	262,000	0	0	0	0	262,000	0
T0342	HAWK Signal on El Mirage Road at the Northern Alamar Park Access	280,000	280,000	267,000	267,000	0	0	0	0	267,000	0
T0343	Transportation Master Plan Update	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
T0352	Avondale Blvd Lighting Project	150,000	150,000	150,000	150,000	0	0	0	0	150,000	0
T0365	New Transit Shelters (14)	490,000		0	490,000	0	0	0	0	490,000	0
T0375	Sidewalk Inventory and Condition Assessment	250,000		0	250,000	0	0	0	0	250,000	0
T0376	Lower Buckeye Corridor Study	400,000		0	400,000	0	0	0	0	400,000	0
T0377	Pavement Management Program FY2025	3,000,000		0	3,000,000	0	0	0	0	3,000,000	0
T0378	Citywide Sidewalk Expansion and Improvements Program FY2025	215,000		0	215,000	0	0	0	0	215,000	0
T0379	Resurfacing Coldwater Springs to 114th Ave	650,000		0	0	650,000	0	0	0	650,000	0
T0380	Asphalt Resurface Avondale Blvd from I-10 to Whyman Ave	2,000,000		0	2,000,000	0	0	0	0	2,000,000	0
T0404	Improvements to El Mirage Road - Lower Buckeye Road to Calle Hermosa	4,997,000		0	0	0	0	700,000	3,947,000	4,647,000	350,000
T0405	Dysart Road/McDowell Road Intersection	3,172,000		0	240,000	2,932,000	0	0	0	3,172,000	0
T0406	Dysart Road Median Offsets	500,000		0	0	0	0	0	50,000	50,000	450,000
T0407	Communication Conduit and Fiber Backbone Program FY2025	450,000		0	450,000	0	0	0	0	450,000	0
T0408	Traffic Signal - 116th Ave and McDowell	700,000		0	700,000	0	0	0	0	700,000	0
T0409	Wayfinding Signage FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0410	Van Buren Bridge Lighting Project	450,000		0	50,000	400,000	0	0	0	450,000	0
T0411	Bridge Repairs FY2025	128,000		0	128,000	0	0	0	0	128,000	0
T0412	Gateway Program FY2025	300,000		0	300,000	0	0	0	0	300,000	0
T0413	Sidewalk Accessibility Improvement Program FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0414	Street Drainage Issues FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0415	McDowell Rd and 99th Ave Improvements	1,597,000		0	1,597,000	0	0	0	0	1,597,000	0
T0416	Safety Action and Demonstration Plan	700,000		0	700,000	0	0	0	0	700,000	0
T0417	Cellular Communication Equipment and CCTV Intersection Cameras	427,000		0	427,000	0	0	0	0	427,000	0
T0418	Improvements at Western Avenue and Central Avenue	985,000		0	335,000	650,000	0	0	0	985,000	0
T0419	Traffic Signal - Thomas Road and 111th Avenue	600,000		0	600,000	0	0	0	0	600,000	0
T0420	Intersection Improvement Dysart Road and Coldwater Plaza	500,000		0	500,000	0	0	0	0	500,000	0
T0421	Intersection Improvement Avondale Boulevard and MC85	1,500,000		0	150,000	1,350,000	0	0	0	1,500,000	0
T0422	Designs for Priorities Identified in the Active Transportation Plan	100,000		0	100,000	0	0	0	0	100,000	0
T0423	Park Avenue Roadway Near The BLVD	300,000		0	50,000	250,000	0	0	0	300,000	0
T0424	Intersection Improvements at Encanto Boulevard and Santa Fe Trail	600,000		0	60,000	540,000	0	0	0	600,000	0
U0172	Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection	950,000	950,000	780,000	780,000	0	0	0	0	780,000	0
Utilities		**231,693,592**	**42,022,592**	**37,792,000**	**42,787,000**	**48,921,000**	**79,560,000**	**23,680,000**	**11,100,000**	**206,048,000**	**21,415,000**
U0044	Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	2,520,000	2,070,000	1,986,000	2,436,000	0	0	0	0	2,436,000	0
U0062	Garden Lakes Nitrate Equipment Replacement	4,280,000		0	0	4,280,000	0	0	0	4,280,000	0
U0076	Lift Station Security Upgrades	439,592	139,592	140,000	240,000	100,000	100,000	0	0	440,000	0
U0078	McDowell Recharge Basin Improvements	1,115,000	870,000	745,000	745,000	245,000	0	0	0	990,000	0
U0090	Northside Booster Well Site - Land Purchase & DCR	175,000	175,000	158,000	158,000	0	0	0	0	158,000	0
U0131	The BLVD Well (#33) & Transmission Line	3,338,000	3,088,000	2,303,000	2,553,000	0	0	0	0	2,553,000	0
U0150	Water Reclamation Facility Odor Control System Improvements	8,468,000	8,468,000	7,413,000	7,413,000	0	0	0	0	7,413,000	0
U0153	Water System Line Replacements and Expansions FY2024	1,671,000	1,671,000	1,668,000	1,668,000	0	0	0	0	1,668,000	0
U0156	Well 22 and Transmission Line	5,100,000	100,000	73,000	73,000	0	430,000	1,790,000	2,780,000	5,073,000	0
U0157	Well 7 Site Development	2,200,000	2,000,000	1,932,000	2,132,000	0	0	0	0	2,132,000	0
U0159	Well at 107th Avenue & Encanto Boulevard - Shared Well	1,926,000	1,631,000	455,000	750,000	0	0	0	0	750,000	0
U0164	White Mountain Apache Tribe Water Settlement	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	3,000,000	0
U0218	Well #26 Replacement	3,600,000	3,100,000	2,975,000	3,475,000	0	0	0	0	3,475,000	0
U0219	Water Reclamation Facility - Phase II Expansion	133,750,000	8,500,000	8,500,000	8,500,000	40,250,000	70,000,000	15,000,000	0	133,750,000	0
U0238	Site Security at Well and Booster Stations	116,000	90,000	49,000	49,000	26,000	0	0	0	75,000	0
U0257	New Well #25B	3,825,000	3,625,000	3,611,000	3,811,000	0	0	0	0	3,811,000	0
U0262	City Wide Sewer Improvements FY2026 and Beyond	2,185,000		0	0	170,000	180,000	200,000	220,000	770,000	1,415,000
U0264	Water System Line Replacements and Expansions FY2026 and Beyond	9,000,000		0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	5,000,000
U0322	Large Diameter Sewer Line Repair FY2026 and Beyond	10,300,000		0	0	1,500,000	1,300,000	1,400,000	1,600,000	5,800,000	4,500,000
U0323	3 New Rear Load Garbage Trucks	1,095,000	1,095,000	463,000	463,000	0	0	0	0	463,000	0
U0326	Dysart Road Waterline - Roeser Alignment to Southern	1,250,000		0	0	0	0	1,250,000	0	1,250,000	0
U0340	Sediment Removal - Crystal Gardens & McDowell Recharge Basins	2,050,000	2,050,000	2,050,000	2,050,000	0	0	0	0	2,050,000	0
U0348	New Redundant Stair Screen	200,000	100,000	21,000	121,000	0	0	0	0	121,000	0
U0350	Update the Integrated Utility Master Plan	500,000	250,000	250,000	500,000	0	0	0	0	500,000	0
U0360	Nitrate Removal System for Coldwater Booster Station	6,000,000		0	0	0	0	0	500,000	500,000	5,500,000
U0361	Dysart Road Waterline - Whyman to Lower Buckeye	730,000		0	0	0	0	730,000	0	730,000	0
U0362	Land Purchase - Water Treatment & Storage Site	600,000		0	0	0	600,000	0	0	600,000	0
U0363	Garden Lakes Site - Construct 2nd Reservoir & Improve Booster Capacity	10,750,000		0	0	0	0	750,000	5,000,000	5,750,000	5,000,000
U0364	Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	1,500,000		0	0	200,000	1,300,000	0	0	1,500,000	0
U0366	Harrison Drive Sewer Reversal	1,000,000		0	0	100,000	900,000	0	0	1,000,000	0
U0367	7th Street Sewer Replacement	1,500,000		0	0	150,000	1,350,000	0	0	1,500,000	0
U0368	Northside Booster Station Tank Rehabilitation	700,000		0	0	700,000	0	0	0	700,000	0
U0369	10th Street Lift Station Electrical Upgrades	2,400,000		0	100,000	200,000	2,100,000	0	0	2,400,000	0
U0370	Gateway Booster Station Electrical and Control Updates	1,860,000		0	0	0	300,000	1,560,000	0	1,860,000	0
U0372	City Wide Sewer Improvements FY2025	500,000		0	500,000	0	0	0	0	500,000	0
U0373	Large Diameter Sewer Line Repair FY2025	1,000,000		0	1,000,000	0	0	0	0	1,000,000	0
U0374	Water System Line Replacements and Expansions FY2025	1,000,000		0	1,000,000	0	0	0	0	1,000,000	0
U0431	Wastewater Impact Fee Update	50,000		0	50,000	0	0	0	0	50,000	0
Grand Total		**654,839,035**	**164,137,035**	**129,780,000**	**189,687,000**	**95,058,000**	**138,209,000**	**49,234,000**	**38,969,000**	**511,312,000**	**109,170,000**

RESOLUTION NO. 1075-0624

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2024-2025.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt an annual budget for the City of Avondale (the "City"); and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS, on May 6, 2024 the City Council approved Resolution 1044-0524, adopting (i) an expenditure limitation and (ii) the estimates of expenditures for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as the tentative budget for the City; and

WHEREAS, Resolution 1044-0524 also directed the City Manager or designee to: (i) publish in the official City newspaper once per week for two consecutive weeks, (a) the official tentative budget and (b) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places; and (ii) not later than seven business days following consideration of Resolution 1044-0524 by the City Council, (a) make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and (b) post the tentative budget on the City's website; and

WHEREAS, due notice has been given by the City Clerk as required by law that the City Council would meet on June 17, 2024, at the City Council Chambers for the purposes (i) hearing taxpayers on the proposed expenditures and proposed tax levies as set forth in the estimates and (ii) adopting the tentative budget as final; and

WHEREAS, on June 17, 2024, the City Council held a public hearing on the final budget as required by law; and

WHEREAS, the City of Avondale Procurement Code 25-6 specificies that budgeted line items approved by the City Council in the review and adoption of the annual budget of the City, and for which an award is within the allocated expenditure, may be approved by the procurement agent or authorized designee.

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 statements and schedules hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budget for the City for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

SECTION 3. The statements and schedules hereto as Exhibit B and incorporated herein by reference are hereby identified as specifically budgeted line items greater than $50,000 for the City of Avondale, Arizona for the fiscal year July 1, 2024 through June 30, 2025.

SECTION 4. The statements and schedules hereto as Exhibit C and incorporated herein by reference are hereby identified as the scheduled Interfund Transfers and scheduled Interfund Loans for the City of Avondale, Arizona for the fiscal year July 1, 2024 through June 30, 2025.

SECTION 5. The statements and schedules hereto as Exhibit D and incorporated herein by reference are hereby identified as the Capital Improvement Plan for the City of Avondale, Arizona for the fiscal year July 1, 2024 through June 30, 2025.

SECTION 6. Upon the recommendation by the City Manager and with approval of the City Council, transfers of appropriation from the non-departmental contingencies are permissible.

SECTION 7. Money from any fund may be used for any of these appropriations except money specifically restricted by State Law, City Ordinance, City Council action or City Charter.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the statements and schedules or fee schedule incorporated herein by reference are 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 9. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2024.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1075-0624

[Statements and Schedules]

See following pages.

City of Avondale
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2025

Fiscal Year		Sch		FUNDS							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Trust & Agency Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2024	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	179,052,955	129,247,670	8,295,000	22,378,427	12,050,500	102,913,048	10,959,000	464,896,600
2024	Actual Expenditures/Expenses**	E	2	156,052,955	129,247,670	8,295,000	22,378,427	5,774,149	93,313,048	10,959,000	426,020,249
2025	Fund Balance/Net Position at July 1***		3	125,341,772	60,804,730	772,060	32,405,722	2,340,642	112,867,392	8,704,491	343,236,809
2025	Primary Property Tax Levy	B	4	4,041,254							4,041,254
2025	Secondary Property Tax Levy	B	5			5,407,729					5,407,729
2025	Estimated Revenues Other than Property Taxes	C	6	110,093,100	65,241,400	22,000	6,018,000	11,247,000	46,860,000	11,069,000	250,550,500
2025	Other Financing Sources	D	7	483,000	0	0	8,500,000	0	0	0	8,983,000
2025	Other Financing (Uses)	D	8	0	0	0	(483,000)	0	0	0	(483,000)
2025	Interfund Transfers In	D	9	71,837,000	2,963,800	2,444,000	2,696,000	0	42,785,000	0	122,725,800
2025	Interfund Transfers (Out)	D	10	(76,024,800)	(2,496,000)	0	0	0	(44,205,000)	0	(122,725,800)
2025	Reduction for Amounts Not Available:		11								
LESS:	Amounts for Future Debt Retirement:										0
	Future Capital Projects										0
	Maintained Fund Balance for Financial Stability										0
											0
											0
2025	Total Financial Resources Available		12	235,771,326	126,513,930	8,645,789	49,136,722	13,587,642	158,307,392	19,773,491	611,736,292
2025	Budgeted Expenditures/Expenses	E	13	202,527,900	102,466,500	7,868,000	21,373,000	13,456,700	85,229,800	10,299,100	443,221,000

	EXPENDITURE LIMITATION COMPARISON	2024	2025
1	Budgeted expenditures/expenses	$ 457,106,600	$ 443,221,000
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	457,106,600	443,221,000
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 457,106,600	$ 443,221,000
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$ 457,106,600	$ 443,221,000 $

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Avondale
Tax Levy and Tax Rate Information
Fiscal Year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 3,736,624	$ 4,041,254
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 3,736,624	$ 4,041,254
B. Secondary property taxes	4,811,641	5,407,729
C. Total property tax levy amounts	$ 8,548,265	$ 9,448,983
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 3,736,624	
(2) Prior years' levies	(30,500)	
(3) Total primary property taxes	$ 3,706,124	
B. Secondary property taxes		
(1) **Current** year's levy	$ 4,811,641	
(2) Prior years' levies	(40,800)	
(3) Total secondary property taxes	$ 4,770,841	
C. Total property taxes collected	$ 8,476,965	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.6373	0.6241
(2) Secondary property tax rate	0.8222	0.8351
(3) Total city/town tax rate	1.4595	1.4592

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 1 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Avondale
Revenues Other Than Property Taxes
2025

SOURCE OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
GENERAL FUND			
Local taxes			
Local Sales Tax	$ 53,966,000	$ 55,349,700	$ 54,088,000
SRP Payment in lieu of property tax	43,000	0	43,000
Other Taxes	7,000	0	7,000
Licenses and permits			
Franchise Fees	1,070,000	1,038,000	1,245,000
Building & Development Permits	4,041,000	3,214,000	2,586,000
Licenses	53,000	53,000	53,000
Intergovernmental			
State Urban Revenue Sharing	24,286,000	24,286,000	19,676,000
City's Share of St. Sales Tax	13,663,000	13,668,000	14,255,000
Auto Lieu Tax	4,348,000	4,348,000	4,435,000
Other State Sources	592,000	636,000	636,000
Other Cities & Towns	1,506,500	1,516,800	1,536,300
Other Governments	734,200	440,500	842,400
Charges for services			
Development Charges for Service	1,557,000	1,449,600	1,065,600
Other Charges for Service	337,000	518,500	502,500
Recreation Charges for Service	683,000	590,400	862,400
Fines and forfeits			
Court Fines	927,000	825,000	875,000
Other Fines	2,000	4,400	500
Interest on investments			
Interest	1,833,000	4,865,000	4,129,000
Miscellaneous			
Sale of Assets	9,000	3,069,000	5,000
Other Revenue	852,000	586,788	955,900
Operating Lease	1,278,800	1,125,000	1,200,500
	$ 111,788,500	$ 117,583,688	$ 108,999,100
Developer Contributions			
Development Charges for Service	$ 0	$ 0	$ 1,094,000
	$ 0	$ 0	$ 1,094,000
Volunteer Firefighter's Pension			
Interest	$ 4,000	$ 6,000	$ 0
	$ 4,000	$ 6,000	$ 0
Total General Fund	$ 111,792,500	$ 117,589,688	$ 110,093,100

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue Fees	$ 6,923,000	$ 6,923,000	$ 7,061,000
Recycling Fees	0	3,000	0
	6,923,000	6,926,000	7,061,000
Senior Nutrition			

City of Avondale
Revenues Other Than Property Taxes
2025

SOURCE OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
Federal Sources	404,900	404,900	413,200
Other Cities & Towns	0	19,200	0
Interest	3,000	3,000	0
Other Revenue	34,300	15,100	37,700
	442,200	442,200	450,900
Community Action Program			
Federal Sources	453,800	453,800	300,000
Other Grants	0	25,000	0
Interest	1,000	1,000	1,000
Other Cities and Towns	25,000	0	25,000
	479,800	479,800	326,000
HOME Grant			
Federal Sources	1,212,400	1,212,400	675,000
	1,212,400	1,212,400	675,000
Other Grants			
Other State Sources	766,000	1,137,000	916,000
Other Federal Sources	4,696,000	6,180,900	7,648,000
Other Grants and Donations	420,500	811,950	441,200
Other Revenue	16,698,300	655,000	15,050,000
	22,580,800	8,784,850	24,055,200
Other Interest Bearing Grants			
Other Revenue	650,000	15,000	602,000
Other Federal Sources	0	21,100	0
	22,580,800	36,100	602,000
Cemetery Maintenance Fund			
Interest	4,000	6,000	8,000
Franchise Fees	0	1,100	0
	4,000	7,100	8,000
Transit Fund			
Other Revenue	0	11,500	0
Other Grants and Donations	800,000	800,000	1,000,000
Arizona Lottery Fund	225,800	225,800	225,800
	1,025,800	1,037,300	1,225,800
Court Enhancements			
Court Fines	21,000	32,000	32,000
	21,000	32,000	32,000
Judicial Collection Enhancement			
Court Fines	21,000	7,000	17,000
Other State Sources	0	17,000	0
Interest	5,000	0	0
	26,000	24,000	17,000
Fill the Gap			
Court Fines	10,200	8,000	8,000
Interest	2,000	0	0
	12,200	8,000	8,000
Regional Family Advocacy			
Federal Sources	110,900	110,900	0
Other Cities and Towns	1,291,000	200,000	1,445,200
Other Grants	0	1,091,000	0
	1,401,900	1,401,900	1,445,200
0.5% Dedicated Sales Tax			
City Sales Tax	13,624,000	14,048,500	13,465,000

City of Avondale
Revenues Other Than Property Taxes
2025

SOURCE OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
Interest	0	0	0
	13,624,000	14,048,500	13,465,000
Public Safety Dedicated Sales Tax			
City Sales Tax	13,624,000	14,048,500	13,465,000
Interest	0	0	0
	13,624,000	14,048,500	13,465,000
Community Development Block Grant			
Other Federal Sources	3,082,500	3,082,500	1,486,000
	3,082,500	3,082,500	1,486,000
Environmental Programs Fund			
Environmental Fee	300,000	305,000	305,000
Interest	29,000	0	0
	329,000	305,000	305,000
Wildland Fire Deployment			
Other State Sources	250,000	250,000	250,000
	250,000	250,000	250,000
Tow Impound Fund			
Other Fines	49,000	50,000	50,000
	49,000	50,000	50,000
American Rescue Plan Act			
Federal Sources	0	9,647,601	0
	0	9,647,601	0
Employee Assistance			
Interest	0	2,000	0
	0	2,000	0
One AZ Opioid Settlement			
Other State Sources	0	250,000	192,300
Federal Sources	250,000	0	0
Interest	2,000	0	2,000
	252,000	250,000	194,300
Tourism Fund			
Other State Sources	120,000	120,000	120,000
Interest	0	0	0
	120,000	120,000	120,000
Total Special Revenue Funds	$ 66,109,600	$ 62,195,751	$ 65,241,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS			
General Obligation			
Interest	$ 1,000	$ 4,000	$ 1,000
	$ 1,000	$ 4,000	$ 1,000
Dysart Road MDC			
Interest	$ 14,000	$ 15,000	$ 21,000
	$ 14,000	$ 15,000	$ 21,000
Total Debt Service Funds	$ 15,000	$ 19,000	$ 22,000
CAPITAL PROJECTS FUNDS			
Landscaping Landfill Remediation			
Other Revenue	70,000	70,000	65,000
Interest	30,000	40,000	70,000
	100,000	110,000	135,000
Streets Development Impact Fee Fund			

City of Avondale
Revenues Other Than Property Taxes
2025

SOURCE OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
Development Impact Fees	1,806,000	1,806,000	1,211,000
Interest	120,000	210,000	214,000
	1,926,000	2,016,000	1,425,000
Police Development Impact Fee Fund			
Development Impact Fees	1,389,000	1,389,000	932,000
Interest	83,000	114,000	253,000
	1,472,000	1,503,000	1,185,000
Fire Development Impact Fee Fund			
Development Impact Fees	2,263,000	2,263,000	1,519,000
Interest	67,000	93,000	276,000
	2,330,000	2,356,000	1,795,000
Parks Development Impact Fee Fund			
Development Impact Fees	1,408,000	1,408,000	1,256,000
Interest	19,000	83,000	62,000
	1,427,000	1,491,000	1,318,000
Vehicle Replacement			
Sale of Assets	62,000	160,000	160,000
	62,000	$ 160,000	$ 160,000
Total Capital Projects Funds	$ 7,317,000	$ 7,636,000	$ 6,018,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Trust and Agency			
125 Plan			
Interest	2,000	0	0
	2,000	$ 0	$ 0
Employee Benefit Trust			
Contributions	$ 9,854,000	9,854,000	$ 10,852,000
Interest	81,000	118,000	95,000
Other Revenue	300,000	300,000	300,000
	$ 10,235,000	$ 10,272,000	$ 11,247,000
Total Permanent Funds	$ 10,237,000	$ 10,272,000	$ 11,247,000
ENTERPRISE FUNDS			
Water Fund			
Water Sales	$ 19,800,000	$ 19,139,688	$ 19,468,000
Interest	479,000	1,208,000	118,000
Operating Lease	39,000	39,000	0
Sale of Assets	0	2,500	0
Other Revenue	70,000	15,000	15,000
Other Fines	0	8,000	5,000
	$ 20,388,000	$ 20,412,188	$ 19,606,000
Sewer Operations			
Sewer Fees	$ 11,106,000	$ 12,200,000	$ 13,950,000
Interest	362,000	692,000	533,000
	$ 11,468,000	$ 12,892,000	$ 14,483,000
Solid Waste			

City of Avondale
Revenues Other Than Property Taxes
2025

SOURCE OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
Sanitation Fees	7,098,000	7,540,000	8,304,000
Interest	175,000	204,000	310,000
Other Revenue	8,000	0	0
Licenses	25,000	0	0
Recycling Fees	0	117	0
	7,306,000	7,744,117	8,614,000
Water Equipment Replacement			
Interest	16,000	0	0
	16,000	0	0
Water Development Impact Fees			
Development Fees	2,559,000	2,559,000	1,717,000
Interest	52,000	290,000	271,000
	2,611,000	2,849,000	1,988,000
Sewer Development Impact Fees			
Development Fees	1,942,000	1,942,000	1,303,000
Interest	485,000	529,000	866,000
	2,427,000	2,471,000	2,169,000
Total Enterprise Funds	$ 44,216,000	$ 46,368,305	$ 46,860,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

INTERNAL SERVICE FUNDS			
Risk Management			
Internal Service Charges	$ 6,052,000	$ 6,052,000	$ 5,325,000
Other Revenue	13,500	44,000	40,500
Interest	118,000	177,000	212,000
	$ 6,183,500	$ 6,273,000	$ 5,577,500
Fleet Services Management			
Internal Service Charges	$ 4,650,000	$ 4,720,382	$ 4,650,000
Other Cities and Towns	0	0	15,000
Other Cities and Towns	20,000	20,000	0
	$ 4,670,000	$ 4,740,382	$ 4,665,000
Worker's Compensation			
Internal Service Charges	$ 780,500	$ 690,000	$ 780,500
Interest	33,000	69,000	46,000
	$ 813,500	$ 759,000	$ 826,500
Total Internal Service Funds	$ 11,667,000	$ 11,772,382	$ 11,069,000
TOTAL ALL FUNDS	$ 251,354,100	$ 255,853,126	$ 250,550,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Avondale
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2025

FUND	OTHER FINANCING 2025 SOURCES	OTHER FINANCING 2025 (USES)	INTERFUND TRANSFERS 2025 IN	INTERFUND TRANSFERS 2025 (OUT)
GENERAL FUND				
Operating Transfers	$	$	$ 1,029,000	$ (1,126,800)
Capital Transfers			0	(74,898,000)
Interfund Loans	483,000	0		
General Fund Asset Replacement			6,001,000	
General Fund Capital			64,207,000	0
Economic Opportunities - from General Fund			600,000	0
Total General Fund	$ 483,000	$ 0	$ 71,837,000	$ (76,024,800)
SPECIAL REVENUE FUNDS				
Dedicated Sales Tax - Debt	$	$	$ 0	$ (2,496,000)
Transit Fund			2,437,000	0
Regional Family Advocacy - Operating Transfers			426,800	0
Public Arts Fund - Operating Transfers			100,000	$ 0
Total Special Revenue Funds	$ 0	$ 0	$ 2,963,800	$ (2,496,000)
DEBT SERVICE FUNDS				
0.5% Dedicated Sales Tax Debt- Debt Transfer	$	$	$ 0	$ 0
2019 PRO Debt Service - Debt Transfer			950,000	0
2021 PRO Debt Service			1,494,000	
Total Debt Service Funds	$ 0	$ 0	$ 2,444,000	$ 0
CAPITAL PROJECTS FUNDS				
Parks Development Impact Fee - Interfund Loan	0	(483,000)		
General Obligation - Bond Proceeds	8,500,000			
Vehicle Replacement - Capital			2,696,000	0
Total Capital Projects Funds	$ 8,500,000	$ (483,000)	$ 2,696,000	$ 0
ENTERPRISE FUNDS				
Water Fund - Operating Transfers	$	$ 0	$ 0	$ (598,000)
Sewer Fund - Operating Transfers			0	$ (431,000)
Sewer Fund - Interfund Loan		0		
Water Fund - Capital Transfers			0	(27,650,000)
Sewer Fund - Capital Transfers			0	(13,778,000)
Water Construction			24,755,000	0
Water Impact Fees	0			(391,000)
Water Equipment Replacement - Capital			2,895,000	0
Sewer Construction			12,022,000	0
Sewer Equipment Replacement - Capital			1,161,000	0
Sewer Bond Construction	0			
Sewer PRO Debt			595,000	
Solid Waste			0	(1,357,000)
Solid Waste Equipment Replacement - Capital			894,000	0
Solid Waste Fund - Capital Transfers			463,000	0
Total Enterprise Funds	$ 0	$ 0	$ 42,785,000	$ (44,205,000)
TOTAL ALL FUNDS	$ 8,983,000	$ (483,000)	$ 122,725,800	$ (122,725,800)

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
GENERAL FUND				
City Administration	$ 2,220,800	$ 0	$ 2,220,800	$ 2,253,500
City Attorney	2,072,800	0	2,072,800	2,322,300
City Auditor	247,300	0	247,300	369,000
City Clerk	1,059,200	0	1,059,200	1,024,000
City Council	409,600	(20,378)	389,222	402,800
City Court	1,495,800	0	1,495,800	1,598,400
Contingency	23,000,000	0	0	23,000,000
Development Services	3,110,000	(97,500)	3,012,500	3,292,300
Economic Development	1,668,900	0	1,668,900	1,711,600
Engineering Services	3,281,400	0	3,281,400	3,742,300
Facilities	6,022,400	(273,000)	5,749,400	5,720,500
Finance & Budget	6,194,300	0	6,194,300	6,568,900
Fire and Medical	13,049,100	(15,900)	13,033,200	16,300,800
Human Resources	1,943,400	0	1,943,400	2,163,400
Indirect Costs	(4,855,300)	0	(4,855,300)	(5,475,100)
Information Technology	11,269,100	(141,400)	11,127,700	11,017,800
Marketing & Public Relations	1,277,400	0	1,277,400	1,332,500
Neighborhood and Family Services	2,693,200	(16,600)	2,676,600	3,670,900
Non-Departmental	5,710,000	(1,190,900)	4,519,100	5,132,400
Office of Public Safety	3,674,800	(9,200)	3,665,600	3,969,000
Parks & Recreation	9,584,100	290,300	9,874,400	10,738,800
Police	22,538,600	(32,000)	22,506,600	28,482,800
Public Works	516,200	(142,000)	374,200	343,000
Economic Opportunities Fund				
Economic Development	1,600,000	0	1,600,000	600,000
Volunteer Firefighter's Pension				
Non-Departmental	5,000	0	5,000	0
General Fund Capital				
City Administration	0	0	0	75,000
City Court	781,000	(148,598)	632,402	100,000
Engineering Services	5,847,000	(45,836)	5,801,164	7,797,000
Facilities	330,000	0	330,000	334,000
Fire and Medical	136,000	31,089	167,089	15,416,000
Information Technology	351,000	654,802	1,005,802	780,000
Office of Public Safety	8,869,000	(232,706)	8,636,294	1,800,000
Neighborhood and Family Services				150,000
Parks & Recreation	29,132,000	(536,823)	28,595,177	13,137,000
Police	10,065,000	(187,077)	9,877,923	20,556,000
Public Works	761,600	44,998	806,598	4,696,000
Developer Contributions				
Engineering Services	375,000	0	375,000	1,094,000
General Fund Asset Replacement				
Engineering Services	28,000	0	28,000	28,000
Facilities	1,988,000	(172,770)	1,815,230	1,957,000
Fire and Medical	490,000	(3,349)	486,651	586,000
Information Technology	2,020,000	(114,071)	1,905,929	2,970,000
Neighborhood and Family Services	0	0	0	0
Parks & Recreation	451,000	(826)	450,174	770,000
Total General Fund	$ 181,412,700	$ (2,359,745)	$ 156,052,955	$ 202,527,900
SPECIAL REVENUE FUNDS				
0.5% Dedicated Sales Tax				
Engineering Services	19,391,000	(4,822,250)	14,568,750	13,175,000
Public Works	0	0	0	9,555,000
Public Safety Dedicated Sales Tax				

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
City Court	560,100	0	560,100	598,900
Contingency	495,000	0	495,000	495,000
Fire and Medical	3,939,700	(5,280)	3,934,420	8,399,500
Information Technology	198,000	(27,195)	170,805	2,866,000
Office of Public Safety	4,810,700	(1,200)	4,809,500	96,200
Police	14,785,900	(106,940)	14,678,960	15,676,500
Environmental Programs Fund				
Public Works	398,000	(10,000)	388,000	317,200
Public Arts Fund				
Parks & Recreation	0	582,400	582,400	94,900
Marketing & Public Relations	582,400	(582,400)	0	0
Tow Impound Fund				
Police	49,000	0	49,000	50,000
Court Enhancements				
City Court	31,000	0	31,000	31,000
Cemetery Maintenance Fund				
Parks & Recreation	15,700	0	15,700	15,700
Highway User Revenue Fund				
Engineering Services	12,750,200	(527,803)	12,222,397	10,435,300
Information Technology	75,000	0	75,000	150,000
Non-Departmental	214,000	0	214,000	220,000
Public Works	2,228,200	192,000	2,420,200	2,701,000
Transit Fund				
Public Works	2,826,200	0	2,826,200	3,662,700
Court Payments				
Judicial Collection Enhancement				
City Court	67,500	21,000	88,500	67,500
Fill the Gap				
City Court	10,200	0	10,200	10,200
Wildland Fire Deployment Fund				
Fire and Medical	250,000	0	250,000	250,000
Tourism Fund				
Economic Development	120,000	0	120,000	120,000
One AZ Opioid Settlement				
Non-Departmental	250,000	(250,000)	0	0
Office of Public Safety	0	250,000	250,000	669,300
Co. RICO With Mar. Co. Atty				
Police	0	380,200	380,200	0
Senior Nutrition				
Neighborhood and Family Services	439,400	15,400	454,800	450,900
Community Action Program				
Neighborhood and Family Services	479,000	0	479,000	324,700
Home Grants				
Neighborhood and Family Services	1,212,400	0	1,212,400	675,000
Community Development Block Grant				
Information Technology	0	0	0	0
Engineering Services	0	0	0	241,000
Neighborhood and Family Services	2,932,500	(487,897)	2,444,603	1,244,200
Parks & Recreation	150,000	552,057	702,057	514,000
American Rescue Plan Act				
Economic Development	700,000	0	700,000	0
Engineering Services	613,000	0	613,000	0
Fire and Medical	1,000,000	0	1,000,000	0

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Information Technology	745,000	(745,000)	0	0
Neighborhood and Family Services	1,622,300	0	1,622,300	328,100
Parks & Recreation	1,164,000	622,624	1,786,624	2,500,000
Police	4,000,000	0	4,000,000	0
Other Grants				
Engineering Services	3,543,000	(800)	3,542,200	5,513,000
Finance & Budget	0	0	0	0
Fire and Medical	550,000	0	550,000	0
Neighborhood and Family Services	1,190,700	3,096,500	4,287,200	711,200
Non-Departmental	16,698,300	25,272,754	41,971,054	14,950,000
Parks & Recreation	163,000	625,000	788,000	564,000
Police	486,000	892,000	1,378,000	1,717,000
Public Works	600,000	136,800	736,800	600,000
Regional Family Advocacy				
Indirect Costs	0	0	0	129,900
Non-Departmental	136,700	0	136,700	0
Police	1,629,100	37,400	1,666,500	1,744,600
Other Interest Bearing Grants				
Neighborhood and Family Services	0	15,000	15,000	602,000
Police	0	21,100	21,100	0
Total Special Revenue Funds	$ 104,102,200	$ 25,145,470	$ 129,247,670	$ 102,466,500
DEBT SERVICE FUNDS				
General Obligation				
Non-Departmental	$ 4,904,000	$ 0	4,904,000	$ 5,424,000
0.5% Dedicated Sales Tax Debt Service				
Non-Departmental	895,000	0	895,000	0
2019 PRO Debt Service				
Non-Departmental	948,000	0	948,000	950,000
2021 PRO Debt Service				
Non-Departmental	1,495,000	0	1,495,000	1,494,000
Dysart Road				
Non-Departmental	53,000	0	53,000	0
Total Debt Service Funds	$ 8,295,000	$ 0	8,295,000	$ 7,868,000
CAPITAL PROJECTS FUNDS				
Streets Development Impact Fee				
Engineering Services	6,535,000	(929,642)	5,605,358	943,000
Fire Development Impact Fee				
Fire and Medical	94,000	(815)	93,185	86,000
Office of Public Safety	0	0	0	1,430,000
Parks Development Impact Fee				
Parks & Recreation	1,892,000	0	1,892,000	1,892,000
General Obligation Bond Construction 2021				
Police	8,355,000	0	8,355,000	2,616,000
General Obligation Bond Construction 2024				
Public Works	0	0	0	8,500,000
PRO Bond Construction 2019				
Engineering Services	2,625,000	(382,872)	2,242,128	0
2021 PRO Bond Construction				
Parks & Recreation	8,946,000	(6,236,483)	2,709,517	0
Vehicle Replacement				
Fire and Medical	331,000	(34,200)	296,800	2,929,000

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Public Works	1,198,000	(238,973)	959,027	2,977,000
Equipment Replacement				
Information Technology	251,000	(25,588)	225,412	0
Parks & Recreation	0	0	0	0
Total Capital Projects Funds	$ 30,227,000	$ (7,848,573)	$ 22,378,427	$ 21,373,000
ENTERPRISE FUNDS				
Water Operations				
Information Technology	$ 180,600	$ 0	180,600	$ 85,200
Non-Departmental	231,000	0	231,000	181,000
Public Works	13,812,000	0	13,812,000	15,271,900
Indirect Costs	1,545,800	0	1,545,800	2,231,000
Contingency	1,000,000	(900,000)	0	1,000,000
Water Capital				
Engineering Services	7,230,000	(59,311)	7,170,689	8,669,000
Public Works	28,514,000	(2,063,251)	26,450,749	16,086,000
Water Asset Replacement				
Information Technology	957,000	(21,145)	935,855	1,075,000
Public Works	1,135,000	(219,276)	915,724	1,820,000
Water Development Impact Fee				
Public Works	13,079,000	(7,200,130)	5,878,870	5,680,000
Sewer Operations				
Information Technology	126,800	0	126,800	85,200
Non-Departmental	101,000	0	101,000	88,000
Public Works	6,749,300	0	6,749,300	7,348,500
Indirect Costs	1,753,100	0	1,753,100	1,674,500
Contingency	1,000,000	0	0	1,000,000
Sewer Capital				
Engineering Services	200,000	0	200,000	150,000
Public Works	19,738,000	(4,393,452)	15,344,548	12,112,000
Sewer Asset Replacement				
Information Technology	572,000	(29,874)	542,126	680,000
Public Works	877,000	0	877,000	481,000
Sewer Asset Replacement				
Finance & Budget	0	0	0	50,000
Sewer Bond Construction				
Public Works	8,500,000	0	0	0
Sewer PRO Debt Service				
Non-Departmental	626,000	0	626,000	595,000
Solid Waste Operations				
Information Technology	86,800	0	86,800	86,800
Non-Departmental	245,000	0	245,000	172,000
Public Works	6,146,300	0	6,146,300	6,318,700
Indirect Costs	1,038,300	0	1,038,300	1,040,000
Contingency	500,000	0	500,000	500,000
Solid Waste Capital				
Public Works	1,167,000	(44,976)	1,122,024	463,000
Solid Waste Asset Replacement				
Public Works	734,000	(537)	733,463	286,000
Total Enterprise Funds	$ 117,845,000	$ (14,931,952)	93,313,048	$ 85,229,800
INTERNAL SERVICE FUNDS				
Risk Management Fund				
Human Resources	4,252,100	(5,200)	4,246,900	4,580,000
Information Technology	69,100	0	69,100	55,000
Indirect Costs	88,400	0	88,400	140,000

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Fleet Services Fund				
Public Works	4,160,400	0	4,160,400	4,167,300
Indirect Costs	293,000	0	293,000	260,600
Workers' Compensation Fund				
Human Resources	2,101,200	0	2,101,200	1,096,200
Total Internal Service Funds	$ 10,964,200	$ (5,200)	$ 10,959,000	$ 10,299,100
TRUST AND AGENCY FUND				
Employee Benefit Trust				
Indirect Costs	0	0	0	(900)
Human Resources	$ 12,050,500	$ 0	5,774,149	$ 13,457,600
Total Trust and Agency Funds	$ 12,050,500	$ 0	$ 5,774,149	$ 13,456,700
TOTAL ALL FUNDS	$ 464,896,600	$ 0	$ 426,020,249	$ 443,221,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
City Administration				
General Fund	$ 2,220,800	$ 0	$ 2,220,800	$ 2,253,500
General Fund Capital	0	0	0	75,000
Department Total	$ 2,220,800	$ 0	$ 2,220,800	$ 2,328,500
List Department: City Attorney				
General Fund	$ 2,072,800	$ 0	$ 2,072,800	$ 2,322,300
Department Total	$ 2,072,800	$ 0	$ 2,072,800	$ 2,322,300
List Department: City Auditor				
General Fund	$ 247,300	$ 0	$ 247,300	$ 369,000
Department Total	$ 247,300	$ 0	$ 247,300	$ 369,000
List Department: City Clerk				
General Fund	$ 1,059,200	$ 0	$ 1,059,200	$ 1,024,000
Department Total	$ 1,059,200	$ 0	$ 1,059,200	$ 1,024,000
List Department: City Council				
General Fund	$ 409,600	$ (20,378)	$ 389,222	$ 402,800
Department Total	$ 409,600	$ (20,378)	$ 389,222	$ 402,800
List Department: City Court				
General Fund	$ 1,495,800	$ 0	$ 1,495,800	$ 1,598,400
General Fund Capital	781,000	(148,598)	632,402	100,000
Court Enhancement	31,000	0	31,000	31,000
Judicial Collection Enhancement	67,500	21,000	88,500	67,500
Fill the Gap	10,200	0	10,200	10,200
Public Safety Dedicated Sales Tax	560,100	0	560,100	598,900
Department Total	$ 2,945,600	$ (127,598)	$ 2,818,002	$ 2,406,000
List Department: Development Services				
General Fund	$ 3,110,000	$ (97,500)	$ 3,012,500	$ 3,292,300
Department Total	$ 3,110,000	$ (97,500)	$ 3,012,500	$ 3,292,300
List Department: Economic Development				
General Fund	$ 1,668,900	$ 0	$ 1,668,900	$ 1,711,600
Economic Opportunities Fund	1,600,000	0	1,600,000	600,000
American Rescue Plan Act	700,000	0	700,000	0
Tourism Fund	120,000	0	120,000	120,000
Department Total	$ 4,088,900	$ 0	$ 4,088,900	$ 2,431,600
List Department: Engineering Services				
General Fund	3,281,400	0	3,281,400	3,742,300
General Fund Capital	5,847,000	(45,836)	5,801,164	7,797,000
Developer Contributions	375,000	0	375,000	1,094,000
General Fund Asset Replacement	28,000	0	28,000	28,000
0.5% Dedicated Sales Tax	19,391,000	(4,822,250)	14,568,750	13,175,000
Highway User Revenue Fund	12,750,200	(527,803)	12,222,397	10,435,300
American Rescue Plan Act	613,000	0	613,000	0
Other Grants	3,543,000	(800)	3,542,200	5,513,000
Community Development Block Grant	0	0	0	241,000
Streets Development Impact Fee	6,535,000	(929,642)	5,605,358	943,000
PRO Bond Construction 2019	2,625,000	(382,872)	2,242,128	0
Water Capital	7,230,000	(59,311)	7,170,689	8,669,000
Sewer Capital	200,000	0	200,000	150,000
Department Total	$ 62,418,600	$ (6,768,514)	$ 55,650,086	$ 51,787,600

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
List Department: Facilities				
General Fund	$ 6,022,400	$ (273,000)	$ 5,749,400	$ 5,720,500
General Fund Capital	330,000	0	330,000	334,000
General Fund Asset Replacement	1,988,000	(172,770)	1,815,230	1,957,000
Department Total	$ 8,340,400	$ (445,770)	$ 7,894,630	$ 8,011,500
List Department: Finance & Budget				
General Fund	$ 6,194,300	$ 0	$ 6,194,300	$ 6,568,900
Sewer Asset Replacement	$ 0	$ 0	$ 0	$ 50,000
Department Total	$ 6,194,300	$ 0	$ 6,194,300	$ 6,618,900
List Department: Fire and Medical				
General Fund	$ 13,049,100	$ (15,900)	$ 13,033,200	$ 16,300,800
General Fund Capital	8,605,000	31,089	167,089	15,416,000
General Fund Asset Replacement	490,000	(3,349)	486,651	586,000
American Rescue Plan Act	1,000,000	0	1,000,000	0
Other Grants	550,000	0	550,000	0
Public Safety Dedicated Sales Tax	8,659,700	(5,280)	3,934,420	8,399,500
Wildland Fire Deployment Fund	250,000	0	250,000	250,000
Fire Construction	0	0	0	0
Fire Development Impact Fee	94,000	(815)	93,185	86,000
Vehicle Replacement	331,000	(34,200)	296,800	2,929,000
Department Total	$ 33,028,800	$ (28,455)	$ 19,811,345	$ 43,967,300
List Department: Human Resources				
General Fund	$ 1,943,400	$ 0	$ 1,943,400	$ 2,163,400
Employee Benefit Trust	12,050,500	0	5,774,149	13,457,600
Risk Management Fund	4,252,100	(5,200)	4,246,900	4,580,000
Workers' Compensation Fund	2,101,200	0	2,101,200	1,096,200
Department Total	$ 20,347,200	$ (5,200)	$ 14,065,649	$ 21,297,200
List Department Indirect Costs				
General Fund	(4,855,300)	0	(4,855,300)	(5,475,100)
Regional Family Advocacy	136,700	0	0	129,900
Water Operations	1,545,800	0	1,545,800	2,231,000
Sewer Operations	1,753,100	0	1,753,100	1,674,500
Solid Waste Operations	1,038,300	0	1,038,300	1,040,000
Risk Management Fund	88,400	0	88,400	140,000
Employee Benefits	0	0	0	(900)
Fleet Services Fund	293,000	0	293,000	260,600
Department Total	0	0	(136,700)	0
List Department: Information Technology				
General Fund	$ 11,269,100	$ (141,400)	$ 11,127,700	$ 11,017,800
General Fund Capital	351,000	654,802	1,005,802	780,000
General Fund Asset Replacement	2,020,000	(114,071)	1,905,929	2,970,000
Highway User Revenue Fund	75,000	0	75,000	150,000
Public Safety Dedicated Sales Tax	198,000	(27,195)	170,805	2,866,000
American Rescue Plan Act	745,000	(745,000)	0	0
Equipment Replacement	251,000	(25,588)	225,412	0
Water Operations	180,600	0	180,600	85,200
Sewer Operations	126,800	0	126,800	85,200
Solid Waste Operations	86,800	0	86,800	86,800
Water Equipment Replacement	957,000	(21,145)	935,855	1,075,000
Sewer Equipment Replacement	572,000	(29,874)	542,126	680,000
Risk Management Fund	69,100	0	69,100	55,000
Department Total	$ 16,901,400	$ (449,471)	$ 16,451,929	$ 19,851,000

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
List Department: Marketing & Public Relations				
General Fund	$ 1,277,400	$ 0	$ 1,277,400	$ 1,332,500
Public Arts Fund	582,400	(582,400)	0	0
Department Total	$ 1,859,800	$ (582,400)	$ 1,277,400	$ 1,332,500
List Department: Neighborhood and Family Services				
General Fund	$ 2,693,200	$ (16,600)	$ 2,676,600	$ 3,670,900
General Fund Capital	0	0	0	150,000
Senior Nutrition	439,400	15,400	454,800	450,900
American Rescue Plan Act	1,622,300	0	1,622,300	328,100
Community Action Program	479,000	0	479,000	324,700
Home Grants	1,212,400	0	1,212,400	675,000
Other Grants	540,700	3,096,500	4,287,200	711,200
Community Development Block Grant	2,359,500	(487,897)	2,444,603	1,244,200
Other Interest Bearing Grants	650,000	15,000	15,000	602,000
Department Total	$ 9,996,500	$ 2,622,403	$ 13,191,903	$ 8,157,000
List Department: Non-Departmental				
General Fund	$ 5,710,000	$ (1,190,900)	$ 4,519,100	$ 5,132,400
Volunteer Firefighter's Pension	5,000	0	5,000	0
Highway User Revenue Fund	214,000	0	214,000	220,000
One AZ Opioid Settlement	250,000	(250,000)	0	0
Other Grants	16,698,300	25,272,754	41,971,054	14,950,000
Regional Family Advocacy	0	0	136,700	0
General Obligation	4,904,000	0	4,904,000	5,424,000
Dysart Road	53,000	0	53,000	0
0.5% Dedicated Sales Tax Debt Service	895,000	0	895,000	0
PRO Debt Service	948,000	0	948,000	950,000
2021 PRO Debt Service	1,495,000	0	1,495,000	1,494,000
Water Operations	231,000	0	231,000	181,000
Sewer Operations	101,000	0	101,000	88,000
Solid Waste Operations	245,000	0	245,000	172,000
Sewer PRO Debt Service	626,000	0	626,000	595,000
Department Total	$ 32,375,300	$ 23,831,854	$ 56,343,854	$ 29,206,400
List Department: Office of Public Safety				
General Fund	$ 3,674,800	$ (9,200)	$ 3,665,600	$ 3,969,000
General Fund Capital	400,000	(232,706)	8,636,294	1,800,000
Public Safety Dedicated Sales Tax	90,700	(1,200)	4,809,500	96,200
Fire Development Impact Fee	0	0	0	1,430,000
One AZ Opioid Settlement	0	250,000	250,000	669,300
Department Total	$ 4,165,500	$ 6,894	$ 17,361,394	$ 7,964,500
List Department: Parks & Recreation				
General Fund	$ 9,584,100	$ 290,300	$ 9,874,400	$ 10,738,800
General Fund Construction	29,132,000	(536,823)	28,595,177	13,137,000
General Fund Asset Replacement	451,000	(826)	450,174	770,000
Cemetery Maintenance Fund	15,700	0	15,700	15,700
American Rescue Plan Act	1,164,000	622,624	1,786,624	2,500,000
Community Development Block Grant	723,000	552,057	702,057	514,000
Public Arts	0	582,400	582,400	94,900
Other Grants	163,000	625,000	788,000	564,000
2021 PRO Bond Construction	8,946,000	(6,236,483)	2,709,517	0
Parks Development Impact Fee	1,892,000	0	1,892,000	1,892,000
Department Total	$ 52,070,800	$ (4,101,751)	$ 47,396,049	$ 30,226,400
List Department:				

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Police				
General Fund	$ 22,538,600	$ (32,000)	$ 22,506,600	$ 28,482,800
General Fund Construction	10,065,000	(187,077)	9,877,923	20,556,000
American Rescue Plan Act	4,000,000	0	4,000,000	0
Regional Family Advocacy	1,629,100	37,400	1,666,500	1,744,600
Public Safety Dedicated Sales Tax	14,785,900	(106,940)	14,678,960	15,676,500
Other Grants	486,000	892,000	1,378,000	1,717,000
Tow Impound Fund	49,000	0	49,000	50,000
General Obligation Bond Construction 2021	8,355,000	0	8,355,000	2,616,000
Other Interest Bearing Grants	0	21,100	21,100	0
Co. RICO With Mar. Co. Atty	0	380,200	380,200	0
Department Total	$ 61,908,600	$ 1,004,683	$ 62,913,283	$ 70,842,900
List Department:				
Public Works				
General Fund	$ 516,200	$ (142,000)	$ 374,200	$ 343,000
General Fund Capital	761,600	44,998	806,598	4,696,000
Environmental Programs	398,000	(10,000)	388,000	317,200
0.5% Dedicated Sales Tax	0	0	0	9,555,000
Highway User Revenue Fund	2,228,200	192,000	2,420,200	2,701,000
Transit Fund	2,826,200	0	2,826,200	3,662,700
Other Grants	600,000	136,800	736,800	600,000
General Obligation Bond Construction 2024	0	0	0	8,500,000
Vehicle Replacement	1,198,000	(238,973)	959,027	2,977,000
Water Operations	13,812,000	0	13,812,000	15,271,900
Water Capital	28,514,000	(2,063,251)	26,450,749	16,086,000
Water Asset Replacement	1,135,000	(219,276)	915,724	1,820,000
Water Development Impact Fee	13,079,000	(7,200,130)	5,878,870	5,680,000
Sewer Operations	6,749,300	0	6,749,300	7,348,500
Sewer Capital	19,738,000	(4,393,452)	15,344,548	12,112,000
Sewer Asset Replacement	877,000	0	877,000	481,000
Sewer Bond Construction	8,500,000	0	0	0
Solid Waste Operations	6,146,300	0	6,146,300	6,318,700
Solid Waste Capital	1,167,000	(44,976)	1,122,024	463,000
Solid Waste Asset Replacement	734,000	(537)	733,463	286,000
Fleet Services Fund	4,160,400	0	4,160,400	4,167,300
Department Total	$ 113,140,200	$ (13,938,797)	$ 90,701,403	$ 103,386,300
List Department:				
Contingency				
General Fund	$ 23,000,000	$ 0	$ 0	$ 23,000,000
Public Safety Dedicated Sales Tax	495,000	0	495,000	495,000
Water Operations	1,000,000	(900,000)	0	1,000,000
Sewer Operations	1,000,000	0	0	1,000,000
Solid Waste Operations	500,000	0	500,000	500,000
Department Total	$ 25,995,000	$ (900,000)	$ 995,000	$ 25,995,000
TOTAL ALL DEPARTMENTS	$ 464,896,600	$ 0	$ 426,020,249	$ 443,221,000

* Includes actual expenditures/expenses recognized on the modified accrual or

City of Avondale
Full-Time Employees and Personnel Compensation
Fiscal Year 2025

FUND	Full-Time Equivalent (FTE) 2025	Employee Salaries and Hourly Costs 2025	Retirement Costs 2025	Healthcare Costs 2025	Other Benefit Costs 2025	Total Estimated Personnel Compensation 2025
GENERAL FUND	543.87	$ 55,146,300	$ 13,706,500	$ 6,908,000	$ 1,951,000	$ 77,711,800
SPECIAL REVENUE FUNDS						
Highway User Revenue Fund	25.59	$ 2,236,200	$ 424,800	$ 358,200	$ 76,800	$ 3,096,000
Senior Nutrition	6.47	324,100	54,200	47,900	9,400	435,600
Community Action Program	1.29	91,600	18,600	25,800	2,800	138,800
Other Grants	5.71	1,019,500	74,100	81,200	3,100	1,177,900
American Rescue Plan Act	0.00	128,100	0	0	0	128,100
Regional Family Advocacy	7.00	630,900	126,500	86,800	9,700	853,900
Public Safety Dedicated Sales Tax	92.00	9,114,300	3,017,000	1,320,700	560,500	14,012,500
Community Development Block Grant	1.91	251,000	32,500	23,600	1,900	309,000
Environmental Programs Fund	1.45	117,600	23,400	8,800	2,700	152,500
Wildland Fire Deployment	0.00	217,500	0	0	0	217,500
Transit Fund	1.50	198,400	39,200	23,900	2,000	263,500
Tow Impound Fund	0.41	35,600	7,300	2,800	2,000	47,700
Total Special Revenue Funds	143.33	$ 14,364,800	$ 3,817,600	$ 1,979,700	$ 670,900	$ 20,833,000
ENTERPRISE FUNDS						
Water Operations	41.20	$ 3,506,000	$ 687,600	$ 558,500	$ 98,200	$ 4,850,300
Sewer Operations	25.70	2,222,100	436,000	409,300	62,100	3,129,500
Sanitation	27.50	2,098,700	408,000	414,200	81,900	3,002,800
Total Enterprise Funds	94.40	$ 7,826,800	$ 1,531,600	$ 1,382,000	$ 242,200	$ 10,982,600
INTERNAL SERVICE FUND						
Fleet Services Fund	10.35	$ 918,000	$ 182,700	$ 151,400	$ 19,800	$ 1,271,900
Worker's Compensation Fund	1.20	117,200	23,200	23,000	700	164,100
Employee Benefit Trust	2.00	160,500	32,500	27,400	3,200	223,600
Risk Management Fund	0.80	103,300	20,400	15,500	700	139,900
Total Internal Service Fund	14.35	$ 1,299,000	$ 258,800	$ 217,300	$ 24,400	$ 1,799,500
TOTAL ALL FUNDS	795.95	$ 78,636,900	$ 19,314,500	$ 10,487,000	$ 2,888,500	$ 111,326,900

EXHIBIT B
TO
RESOLUTION NO. 1075-0624

[Specifically Budgeted Line Items Greater Than $50,000 for]

See following pages.

CAPITAL ITEMS FY2025 Line Items for Administrative Award				
City Court				
Reference	Project Number	Description		Amount
25001	S0430	City Court Expansion Phase 2 - Design of City Court Assembly Area	$	150,000
Engineering Services				
Reference	Project Number	Description		Amount
25006	A0123	Streets Asset Replacement	$	368,000
25007	A0279	Streets Asset Replacement FY2024	$	1,814,000
25008	A0426	Streets Asset Replacement FY2025	$	1,093,000
25009	M0021	City Hall Modular Furniture Replacement	$	407,000
25010	M0176	Bridge Housing	$	2,424,000
25011	M0425	Design Concept for New Operational Warehouse	$	550,000
25012	M0427	Lower Buckeye North Yard Fence	$	210,000
25013	S0228	Avondale Boulevard and Broadway Road Fiber	$	1,606,000
25014	T0031	Communication Conduit and Fiber Backbone Program	$	875,000
25015	T0046	Dysart Road Traffic Flow Improvement Project	$	207,000
25016	T0067	Gateway Program	$	146,000
25017	T0122	Street Light Infill Program	$	129,000
25018	T0138	Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road	$	1,780,000
25019	T0161	Western Avenue - Central Avenue to 4th Avenue - Improvements	$	2,036,000
25020	T0162	Western Avenue Decorative String Lights	$	370,000
25021	T0163	Western Avenue Pedestrian Streetlights	$	945,000
25022	T0200	Old Town Avondale Phase III Improvement	$	13,590,000
25023	T0201	Old Town Avondale Phase IV Improvement	$	8,676,000
25024	T0203	Old Town Avondale Phase V Improvement	$	5,279,000
25025	T0206	Traffic Signal - 99th Avenue and Encanto Boulevard	$	644,000
25026	T0213	Traffic Signal - 107th Avenue and Roosevelt Street	$	650,000
25027	T0240	Old Town Avondale Phase VI Improvement	$	4,566,000
25028	T0244	Sidewalk Along El Mirage Road from Calle Hermosa to Lower Buckeye Road	$	250,000
25029	T0253	Traffic Signal - 111th Avenue and Van Buren Street	$	650,000
25030	T0259	Sidewalk Accessibility Improvement Program FY2024	$	295,000
25031	T0306	Communication Conduit and Fiber Backbone Program FY2024	$	500,000
25032	T0308	Entry Monument Signage and Gateway Program	$	345,000
25033	T0312	Street Drainage Issues FY2024	$	350,000
25034	T0314	Street Light Infill Program FY2024	$	241,000
25035	T0316	Wayfinding Signage FY2024	$	190,000
25036	T0318	Traffic Signal Re-Timing Program FY2024	$	150,000
25037	T0336	HAWK Signal on Avondale Boulevard at Palm Lane	$	317,000
25038	T0338	HAWK Signal on El Mirage Road at Pima Street	$	277,000
25039	T0339	HAWK Signal on Coldwater Springs Boulevard on the west side of 118th Avenue	$	327,000
25040	T0341	HAWK Signal on Central Avenue at Holly Lane	$	312,000
25041	T0342	HAWK Signal on El Mirage Road at the Northern Alamar Park Access	$	317,000
25042	T0343	Transportation Master Plan Update	$	250,000
25043	T0352	Avondale Boulevard Lighting Project	$	200,000
25044	T0405	Dysart Road/McDowell Road Intersection	$	3,222,000
25045	T0407	Communication Conduit and Fiber Backbone Program FY2025	$	500,000
25046	T0408	Traffic Signal - 116th Ave and McDowell	$	750,000
25047	T0409	Wayfinding Signage FY2025	$	250,000
25048	T0410	Van Buren Bridge Lighting Project	$	500,000
25049	T0411	Bridge Repairs FY2025	$	178,000
25050	T0412	Gateway Program FY2025	$	350,000

25051	T0413	Sidewalk Accessibility Improvement Program FY2025	$	250,000
25052	T0414	Street Drainage Issues FY2025	$	250,000
25053	T0415	McDowell Rd and 99th Ave Improvements	$	1,647,000
25054	T0416	Safety Action and Demonstration Plan	$	750,000
25055	T0417	Cellular Communication Equipment and CCTV Intersection Cameras	$	477,000
25056	T0418	Improvements at Western Avenue and Central Avenue	$	1,035,000
25057	T0419	Traffic Signal - Thomas Road and 111th Avenue	$	650,000
25058	T0420	Intersection Improvement Dysart Road and Coldwater Plaza	$	550,000
25059	T0421	Intersection Improvement Avondale Boulevard and MC85	$	1,550,000
25060	T0422	Designs for Priorities Identified in the Active Transportation Plan	$	150,000
25061	T0423	Park Avenue Roadway Near The BLVD	$	350,000
25062	T0424	Intersection Improvements at Encanto Boulevard and Santa Fe Trail	$	650,000
25063	U0172	Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection	$	830,000
Facilities				
Reference	Project Number	Description		Amount
25075	A0014	Facilities Asset Replacement	$	625,000
25076	A0267	Facilities Asset Replacement FY2024	$	224,000
25077	A0291	Randel McDaniel Sports Complex Asset Replacement FY2024	$	226,000
25078	A0328	Avondale Campus Painting Project	$	426,000
25079	A0329	American Sports Center Painting and Surfacing	$	304,000
25080	A0351	City Hall Interior Paint	$	245,000
25081	A0403	Facilities Asset Replacement FY2025	$	743,000
25082	S0056	Additional Fire Apparatus	$	136,000
25083	S0182	Ladder Tender Equipment	$	109,000
Fire & Medical				
Reference	Project Number	Description		Amount
25090	A0269	Fire Equipment and Asset Replacement FY2024	$	360,000
25091	A0397	Fire Apparatus Replacement FY2025	$	2,710,000
25092	A0400	Fire Equipment and Asset Replacement FY2025	$	326,000
25093	S0104	Fire Station #171 Replacement	$	14,428,000
25094	S0225	Fire Apparatus Replacement	$	319,000
25095	S0398	Training Tower	$	4,352,000
25096	S0399	New Fire Apparatus	$	1,380,000
Information Technology				
Reference	Project Number	Description		Amount
25101	A0169	Computer and Equipment Asset Replacement	$	463,000
25102	A0277	SCADA Security Asset Replacement FY2024	$	426,000
25103	A0285	Computer and Equipment Asset Replacement FY2024	$	376,000
25104	A0394	Communication Systems and Data Center Asset Replacement FY2025	$	1,236,000
25105	A0395	Computer and Equipment Asset Replacement FY2025	$	3,238,000
25106	A0396	SCADA Security Asset Replacement FY2025	$	426,000
25107	M0101	Public Wi-Fi Enhancements	$	107,000
25108	M0168	Communication Systems and Data Center Asset Replacements	$	1,160,000
25109	M0177	City Fiber Backbone - Sam Garcia Library to MOSC	$	626,000
25110	M0297	Communication Systems and Data Center Asset Replacements FY2024	$	658,000
25111	M0354	Citywide Fiber Mapping	$	197,000
Neighborhood and Family Services				
Reference	Project Number	Description		Amount
25115	M0393	Resource Center Expansion Study	$	200,000
Office of Public Safety				
Reference	Project Number	Description		Amount
25120	S0013	Alamar Public Safety Substation	$	3,280,000

Parks and Recreation				
Reference	Project Number	Description		
25130	A0273	Parks and Recreation Asset Replacement Plan 2024	$	276,000
25131	A0289	Library Asset Replacement FY2024	$	210,000
25132	A0390	Parks and Recreation Asset Replacement Plan FY2025	$	410,000
25133	M0325	Sam Garcia Library and Sernas Plaza Improvements	$	557,000
25134	P0012	Agua Fria Trail Phase II (Pedestrian Bridge) Design	$	345,000
25135	P0015	Recharge Park Study and Design	$	860,000
25136	P0032	Mountain View Community Center	$	184,000
25137	P0055	Fiber Optic Connectivity in Parks	$	138,000
25138	P0083	Mountain View Park Expansion	$	890,000
25139	P0084	Multi-Modal Trail System FY2026 and Beyond	$	431,000
25140	P0113	Sand Volleyball Courts at the BLVD	$	2,376,000
25141	P0120	Sport Field Lighting Friendship Park	$	772,000
25142	P0174	Civic Center Park	$	3,878,000
25143	P0193	Deconcini Park Enhancements	$	2,473,000
25144	P0299	Crystal Gardens Trail Improvements FY2024	$	406,000
25145	P0300	Crystal Gardens Trail Improvements FY2025	$	550,000
25146	P0330	Donatela Park	$	5,248,000
25147	P0331	Cashion Pocket Park	$	130,000
25148	P0332	Dog Park Enhancements at Friendship Park	$	934,000
25149	P0333	Pickleball Court Construction at Friendship Park	$	492,000
25150	P0334	Softball Field Enhancements at Friendship Park	$	492,000
25151	P0335	Festival Fields Upgrades	$	1,908,000
25152	P0347	Parks Master Plan	$	324,000
25153	P0356	Parcel Adjacent to Aquatic Center Study	$	100,000
25154	P0382	ADA Transition Plan	$	800,000
25155	P0383	Trail Improvements in the BLVD Area	$	2,091,000
25156	P0384	Agua Fria Multi-Use Path - Buckeye Rd/MC 85 Underpass	$	2,448,000
25157	P0385	Agua Fria Multi-Use Path - Lower Buckeye Rd Underpass	$	2,548,000
25158	P0386	Dysart & Western Ave Pocket Park	$	820,000
25159	P0387	Base and Meridian Wildlife Area Restoration	$	550,000
25160	P0388	Base and Meridian Wildlife Area Master Plan	$	350,000
25161	P0389	Dessie Lorenz Park Improvements	$	167,000
25162	P0429	Performing Arts Center Needs Assessment	$	125,000
Police Department				
Reference	Project Number	Description		Amount
25170	A0275	Police Asset Replacement Program FY2024	$	125,000
25171	A0381	Police Asset Replacement Program FY2025	$	208,000
25172	S0105	Relocate Detention Center and Police Substation	$	14,963,000
25173	S0198	Police Communications Bureau Remodel	$	4,504,000
25174	S0344	K-9 Training Facility	$	3,993,000
25175	M0432	Southwest Family Advocacy Center Building Purchase	$	5,090,000
Public Works				
Reference	Project Number	Description		Amount
25180	A0147	Vehicle Replacement	$	548,000
25181	A0148	Water Asset Replacement	$	199,000
25182	A0233	Fleet Equipment Replacement Program	$	310,000
25183	A0271	Lift Station Rehabilitation Program FY2024	$	250,000
25184	A0281	Vehicle Replacement 2024	$	1,057,000
25185	A0357	Water Meter Replacement FY2025	$	600,000
25186	A0358	Lift Station Rehabilitation Program FY2025	$	250,000

25187	A0359	Vehicle Replacement FY2025	$	2,560,000
25188	A0371	Water Asset Replacement FY2025	$	500,000
25189	B0191	New Park & Ride at BLVD Parking Garage	$	814,000
25190	T0310	Pavement Management Program FY2024	$	3,050,000
25191	T0320	Citywide Sidewalk Expansion and Improvements Program FY2024	$	250,000
25192	T0365	New Transit Shelters (14)	$	540,000
25193	T0375	Sidewalk Inventory and Condition Assessment	$	300,000
25194	T0376	Lower Buckeye Corridor Study	$	450,000
25195	T0377	Pavement Management Program FY2025	$	3,050,000
25196	T0378	Citywide Sidewalk Expansion and Improvements Program FY2025	$	265,000
25197	T0380	Asphalt Resurface Avondale Blvd from I-10 to Whyman Ave	$	2,050,000
25198	U0044	Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	$	2,486,000
25199	U0076	Lift Station Security Upgrades	$	290,000
25200	U0078	McDowell Recharge Basin Improvements	$	795,000
25201	U0090	Northside Booster Well Site - Land Purchase & DCR	$	208,000
25202	U0131	The BLVD Well (#33) & Transmission Line	$	2,603,000
25203	U0150	Water Reclamation Facility Odor Control System Improvements	$	7,463,000
25204	U0153	Water System Line Replacements and Expansions FY2024	$	1,718,000
25205	U0156	Well 22 and Transmission Line	$	123,000
25206	U0157	Well 7 Site Development	$	2,182,000
25207	U0159	Well at 107th Avenue & Encanto Boulevard - Shared Well	$	800,000
25208	U0164	White Mountain Apache Tribe Water Settlement	$	3,050,000
25209	U0218	Well #26 Replacement	$	3,525,000
25210	U0219	Water Reclamation Facility - Phase II Expansion	$	133,800,000
25211	U0257	New Well #25B	$	3,861,000
25212	U0323	3 New Rear Load Garbage Trucks	$	513,000
25213	U0340	Sediment Removal - Crystal Gardens & McDowell Recharge Basins	$	2,100,000
25214	U0348	New Redundant Stair Screen	$	171,000
25215	U0350	Update the Integrated Utility Master Plan	$	550,000
25216	U0369	10th Street Lift Station Electrical Upgrades	$	150,000
25217	U0372	City Wide Sewer Improvements FY2025	$	550,000
25218	U0373	Large Diameter Sewer Line Repair FY2025	$	1,050,000
25219	U0374	Water System Line Replacements and Expansions FY2025	$	1,050,000

OPERATING ITEMS FY2025 Line Items for Administrative Award			
City Administration			
Reference	Description		Amount
25300	Professional Lobbying Services	$	150,000
City Attorney			
Reference	Description		Amount
25305	Outside Legal Services	$	575,000
25306	Attorney Fees	$	240,000
25307	City Prosecutor	$	210,000
City Auditor			
Reference	Description		Amount
25310	Professional Audit Services	$	160,000
City Clerk			
Reference	Description		Amount
25315	Citywide Postage	$	275,000
City Court			
Reference	Description		Amount
25320	Interpreter, Transcription, Translation Services	$	175,000
25321	Public Defender	$	205,000
25322	Pro-Tem Services	$	145,000
Engineering Services			
Reference	Description		Amount
25325	Professional Services - Project Support (Engineering)	$	400,000
25326	Professional Services - Real Estate Services	$	200,000
25327	Professional Services - Engineering Plan Review	$	400,000
25328	Professional Services - On-Call	$	250,000
25329	Traffic Signal Supplies and Maintenance (electronic equipment, wiring, cameras, etc.)	$	300,000
25330	Traffic Signs and Supplies (posts & blanks, markings, reflective sign sheeting, etc.)	$	400,000
25331	Traffic Calming Supply & Service	$	300,000
25332	Streetlight Supplies and Replacements (poles, fixtures, Services, etc.)	$	300,000
25333	Software Upgrades Supply & Service	$	350,000
25334	Street Maintenance (Restriping, school crosswalks, etc.)	$	300,000
Development Services			
Reference	Description		Amount
25340	Professional Services - Building Contract Plans Review	$	450,000
25341	Professional Services - Planning	$	200,000
Economic Development			
Reference	Description		Amount
25345	On-Demand Digital Platform	$	250,000
25346	Website Design, Digital Support & Maintenance	$	200,000
25347	Historic Avondale	$	300,000
Facilities			
Reference	Description		Amount
25350	Site Security	$	710,000
25351	Citywide - Janitorial Services	$	1,650,000
25352	Pest Control	$	160,000
25353	Mechanical Systems Service - HVAC, Plumbing, Energy Management	$	1,250,000

25354	Repair & Maintenance	$	1,210,000
25355	Waste Disposal and Trash Removal	$	200,000
25356	Fire Protection Services	$	175,000
25357	Furniture	$	300,000
Finance & Budget			
Reference	Description		Amount
25360	Professional Services - Accounting/Audit	$	150,000
25361	Finance, Banking and Financial Management Fees	$	1,500,000
25362	Contractual Services - Water Billing (Printing, Handling & Mailing)	$	150,000
25363	Citywide Temporary Staffing Services	$	800,000
25364	Citywide Office Products	$	450,000
Fire & Medical			
Reference	Description		Amount
25370	Medical Fees	$	300,000
25371	Dispatch Fees	$	850,000
25372	Vehicle	$	250,000
25373	Vehicle Maintenance and Repair	$	750,000
25374	Safety Equipment and Apparel	$	500,000
25375	Safety Equipment and Apparel Maintenance and Repairs	$	120,000
25376	Fire/Medical Supplies	$	175,000
25377	Fire Training	$	150,000
Human Resources			
Reference	Description		Amount
25385	Appraisal Services	$	110,000
25386	Attorney Fees	$	115,000
25387	Professional Services - Medical Fees	$	110,000
25388	Professional Services - HR specific	$	350,000
25389	Professional Services - Broker Services	$	165,000
25390	Insurance Premiums	$	2,900,000
25391	Insurance Claims	$	750,000
25392	Citywide Group Benefit Plans Premiums and Associated Services (Medical, Dental, Vision, etc.)	$	13,515,000
Information Technology			
Reference	Description		Amount
25400	Training and Professional Development Services, Support Consulting	$	200,000
25401	Payroll Services (Finance ADP)	$	1,000,000
25402	Telecommunication Services	$	1,500,000
25403	Regional Wireless Cooperative (RWC) participation	$	600,000
25404	Copier/Printer/Plotter Maintenance, Services, Support and Warranties	$	500,000
25405	Cybersecurity Software & Services	$	1,000,000
25406	Technology Software, Equipment, Repair, Services, Support and related	$	1,500,000
25407	Technology Hardware, Equipment, Repair, Services, Support and related	$	1,500,000
25408	Contractual Maintenance, Licensing, Subscription, Services, and Support	$	5,000,000
25409	Public Safety - Comm., Safety, Security and Video; Equipment, Maint., Services, Support & Supplies	$	1,500,000
25410	Temporary & Part time Staffing Support & Services	$	500,000
25411	Managed Services, Support - Technical / Professional	$	750,000

Marketing & Public Relations			
Reference	Description		Amount
25420	Promotion and Publicity	$	250,000
25421	Citywide Printing Services	$	450,000
Neighborhood and Family Services			
Reference	Description		Amount
25430	Emergency Rehabilitation	$	400,000
25431	Substantial Home Rehabilitation	$	350,000
25432	Homeless Outreach Services	$	330,000
25433	Summer Youth Employment	$	110,000
25434	Small Business Revitalization	$	450,000
25435	Redevelopment	$	610,000
25436	Nourishment Program	$	585,000
25437	Security Services	$	110,000
25438	Temporary Staffing Services	$	500,000
25439	Neighborhood Revitalization	$	225,000
25440	Contributions Assistance Program	$	250,000
25441	Resident Temporary Housing - Pilot	$	225,000
25442	Youth Services Division	$	220,000
25443	Crisis Case Management, Behavioral Health and Financial Assistance Services CAP	$	645,000
Parks and Recreation			
Reference	Description		Amount
25450	Holiday Lighting and Related Services	$	250,000
25451	Special Events	$	1,000,000
25452	Recreation Programming	$	500,000
25453	Security Services	$	200,000
25454	American Sports Center (ASC) Covenant Payments	$	110,000
25455	Landscaping Services	$	1,500,000
25456	Park Maintenance Equipment	$	500,000
25457	Landscaping Environmental and Ecological (Crystal Gardens)	$	500,000
25458	Park Maintenance supplies	$	500,000
25459	Additional park equipment Asset replacement	$	500,000
25460	Concrete Culvert Gates	$	110,000
25461	Cashiering System Aquatic Center	$	110,000
25462	Public Artwork	$	600,000
25463	Water Features Maintenance, Aquatics Center	$	500,000
25464	Supporting Existing Software	$	110,000
25465	Library Materials	$	750,000
25466	Furniture	$	500,000
25467	Invasive plant species removed in the Agua Fria River	$	155,000
25468	Recreation Equipment (Libraries, Aquatics, Parks, Recreation Programs)	$	500,000
25469	Pumps, Engines & Irrigation Equipment	$	250,000
25470	Software Technology	$	150,000
25471	Fencing & Windscreens	$	250,000
25472	Aquatic Chemicals	$	250,000

Police Department			
Reference	Description		Amount
25485	Contracted Jail Per Diem and Housing Services	$	300,000
25486	False Alarm Contract - Revenue Share Payment	$	110,000
25487	Glendale Regional Public Safety Training Center (GRPSTC)	$	200,000
25488	Police Training	$	150,000
25489	Family Advocacy Center Lease	$	450,000
25490	Firearm Training Supplies	$	300,000
25491	Safety Apparel/Equipment	$	200,000
25492	VOCA Trauma Therapy and supervision	$	125,000
25493	Citywide - Public Safety Uniforms	$	600,000
25494	Speed Mitigation Safety Camera Program	$	400,000
25495	Vehicles (including OHV)	$	200,000
25496	(RICO) Funded Armored Vehicles	$	360,000
Public Safety			
Reference	Description		Amount
25500	Professional Services - Abatement	$	110,000
25501	Professional Services - Demolition	$	125,000
25502	Occupation Cancer State Program	$	275,000
Public Works			
Reference	Description		Amount
25510	Citywide Rental - Uniform, Safety Equipment, Towels, Rugs…	$	300,000
25511	Citywide Security Services	$	300,000
25512	Chemicals	$	2,000,000
25513	Contract Services - Contract Maintenance - Building & Grounds	$	450,000
25514	Contract Services - Vehicle Repairs	$	300,000
25515	Equipment	$	150,000
25516	Fleet - Oil & Lubricants	$	110,000
25517	Fleet - Tires, Tubes, and Batteries	$	300,000
25518	Fleet Parts	$	750,000
25519	Fleet Shop Equipment	$	110,000
25520	Fuel	$	2,000,000
25521	Landfill fees (including sludge and biosolids hauling)	$	1,900,000
25522	Memberships	$	120,000
25523	Professional Services - Grant Writing	$	110,000
25524	Professional Services (Laboratory Services and Fees)	$	225,000
25525	Professional Services (Sustainability, Stormwater)	$	150,000
25526	Professional Services (Water, Wastewater, Fleet, Solid Waste, Transit)	$	1,600,000
25527	Promotional Items and Recreation Supplies	$	150,000
25528	Recycling Fees and Supplies	$	500,000
25529	Repair & Maintenance (R&M) Machinery & Equipment	$	110,000
25530	Repair & Maintenance (R&M) Water/Wastewater (Wells, Equipment, Service, Arsenic/Nitrate Brine Disposal)	$	1,700,000
25531	SCADA Video Equipment, Maintenance, Services & Supplies	$	500,000
25532	SCADA Communications Equipment, Equipment, Maintenance, Support & Supplies	$	500,000
25533	Solid Waste Containers	$	300,000
25534	Supplies - Streets	$	150,000
25535	Supplies and Parts - Water/Wastewater	$	1,700,000
25536	Taxes, Licenses, Permits	$	110,000
25537	Testing Materials and Lab Supplies	$	110,000

25538	Transit Services	$	4,000,000
25539	Uniforms and Safety Equipment Purchases	$	150,000
25540	Vehicle Purchases	$	5,500,000
25541	Water Meters	$	750,000
25542	Water Production Pumps, Motors, Tank Inspections, and Chlorine System Parts	$	300,000
25543	Water Purchases	$	5,000,000
25544	Water/Wastewater System Improvements	$	600,000

EXHIBIT C
TO
RESOLUTION NO. 1075-0624

[Schedule of Interfund Transfers and Interfund Loans]

See following pages.

Schedule of Interfund Loans - FY2025

Repayment From:	Parks Impact Fee	Total
Repayment To:		
General Fund	$ 483,000	$ 483,000
Total Transfers	$ 483,000	$ 483,000

***Schedule sets projected maximum amount. Actual loan may be less**

Schedule of Interfund Transfers
FY2025

Transfer From:	General Fund	Dedicated Sales Tax	Water Operations	Water Development	Sewer Operations	Solid Waste	Total
Transfer to Operating Funds							
General Fund	$ -	$ -	$ 598,000	$ -	$ 431,000	$ -	$ 1,029,000
Economic Opportunities	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ 600,000
Transit Fund	$ 500,000	$ 1,937,000	$ -	$ -	$ -	$ -	$ 2,437,000
Regional Family Advocacy	$ 426,800	$ -	$ -	$ -	$ -	$ -	$ 426,800
Public Arts	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
Total Transfers to Operating	$ 1,626,800	$ 1,937,000	$ 598,000	$ -	$ 431,000	$ -	$ 4,592,800
Transfer to Debt Funds							
2019 PRO Debt	$ -	$ 559,000	$ -	$ 391,000	$ -	$ -	$ 950,000
2021 PRO Debt	$ 1,494,000	$ -	$ -	$ -	$ -	$ -	$ 1,494,000
Sewer PRO Debt	$ -	$ -	$ -	$ -	$ 595,000	$ -	$ 595,000
Total Transfer to Debt Service	$ 1,494,000	$ 559,000	$ -	$ 391,000	$ 595,000	$ -	$ 3,039,000
Transfer to Capital Funds							
General Fund Capital	$ 64,207,000	$ -	$ -	$ -	$ -	$ -	$ 64,207,000
Sewer Construction	$ -	$ -	$ -	$ -	$ 12,022,000	$ -	$ 12,022,000
Water Construction	$ -	$ -	$ 24,755,000	$ -	$ -	$ -	$ 24,755,000
Solid Waste Capital	$ -	$ -	$ -	$ -	$ -	$ 463,000	$ 463,000
Water Equipment Replacement	$ -	$ -	$ 2,895,000	$ -	$ -	$ -	$ 2,895,000
Sewer Equipment Replacement	$ -	$ -	$ -	$ -	$ 1,161,000	$ -	$ 1,161,000
Solid Waste Equip. Replacement	$ -	$ -	$ -	$ -	$ -	$ 894,000	$ 894,000
Vehicle Replacement	$ 2,696,000	$ -	$ -	$ -	$ -	$ -	$ 2,696,000
General Fund Asset Replacement	$ 6,001,000	$ -	$ -	$ -	$ -	$ -	$ 6,001,000
Total Transfers to Capital Funds	$ 72,904,000	$ -	$ 27,650,000	$ -	$ 13,183,000	$ 1,357,000	$ 115,094,000
Total Transfers	$ 76,024,800	$ 2,496,000	$ 28,248,000	$ 391,000	$ 14,209,000	$ 1,357,000	$ 122,725,800

***Schedule sets projected maximum amount. Actual transfer may be less**

EXHIBIT D
TO
RESOLUTION NO. 1075-0624

[Capital Improvement Plan]

See following pages.

FY25 Proposed Project Funding											
		Funded / Planned									
Project Number	Project Title	Total Project Budget	FY2024	Carryover	FY2025	FY2026	FY2027	FY2028	FY2029	FY25-FY29 Total	FY30-FY34 Total
Asset Replacement		**122,192,003**	**19,363,003**	**12,608,000**	**23,329,000**	**13,951,000**	**13,135,000**	**11,639,000**	**11,163,000**	**73,217,000**	**42,220,000**
A0014	Facilities Asset Replacement	657,230	657,230	575,000	575,000	0	0	0	0	575,000	0
A0115	SCADA Security Asset Replacement	82,052	82,052	68,000	68,000	0	0	0	0	68,000	0
A0123	Streets Asset Replacement	920,062	920,062	318,000	318,000	0	0	0	0	318,000	0
A0147	Vehicle Replacement	750,490	750,490	498,000	498,000	0	0	0	0	498,000	0
A0148	Water Asset Replacement	204,724	204,724	149,000	149,000	0	0	0	0	149,000	0
A0169	Computer and Equipment Asset Replacement	408,104	408,104	413,000	413,000	0	0	0	0	413,000	0
A0233	Fleet Equipment Replacement Program	260,000	210,000	210,000	260,000	0	0	0	0	260,000	0
A0234	City Hall Break Room Asset Replacement	55,000	55,000	18,000	18,000	0	0	0	0	18,000	0
A0267	Facilities Asset Replacement FY2024	253,000	253,000	174,000	174,000	0	0	0	0	174,000	0
A0268	Facilities Asset Replacement FY2026 and Beyond	2,054,000		0	0	224,000	85,000	698,000	179,000	1,186,000	868,000
A0269	Fire Equipment and Asset Replacement FY2024	382,000	382,000	310,000	310,000	0	0	0	0	310,000	0
A0270	Fire Equipment and Asset Replacement FY2026 and Beyond	4,066,000		0	0	311,000	104,000	536,000	136,000	1,087,000	2,979,000
A0271	Lift Station Rehabilitation Program FY2024	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
A0272	Lift Station Rehabilitation Program FY2026 and Beyond	2,100,000		0	0	200,000	200,000	200,000	250,000	850,000	1,250,000
A0273	Parks and Recreation Asset Replacement Plan 2024	250,000	250,000	226,000	226,000	0	0	0	0	226,000	0
A0274	Parks and Recreation Asset Replacement Plan 2026 and Beyond	483,000		0	0	375,000	0	0	0	375,000	108,000
A0275	Police Asset Replacement Program FY2024	75,000	75,000	75,000	75,000	0	0	0	0	75,000	0
A0276	Police Asset Replacement Program FY2026 and Beyond	781,000		0	0	41,000	418,000	161,000	161,000	781,000	0
A0277	SCADA Security Asset Replacement FY2024	376,000	376,000	376,000	376,000	0	0	0	0	376,000	0
A0278	SCADA Security Asset Replacement FY2026 and Beyond	3,584,000		0	0	376,000	376,000	376,000	376,000	1,504,000	2,080,000
A0279	Streets Asset Replacement FY2024	2,093,000	2,093,000	1,764,000	1,764,000	0	0	0	0	1,764,000	0
A0280	Streets Asset Replacement FY2026 and Beyond	10,637,000		0	0	1,043,000	1,043,000	1,043,000	1,043,000	4,172,000	6,465,000
A0281	Vehicle Replacement 2024	1,720,000	1,720,000	1,007,000	1,007,000	0	0	0	0	1,007,000	0
A0282	Vehicle Replacement 2026 and Beyond	39,467,000		0	0	5,692,000	6,229,000	6,003,000	5,902,000	23,826,000	15,641,000
A0284	Water Meter Replacement FY2026 and Beyond	5,375,000		0	0	550,000	575,000	575,000	575,000	2,275,000	3,100,000
A0285	Computer and Equipment Asset Replacement FY2024	839,000	839,000	326,000	326,000	0	0	0	0	326,000	0
A0286	Computer and Equipment Asset Replacement FY2026 and Beyond	3,477,000		0	0	1,938,000	377,000	257,000	437,000	3,009,000	468,000
A0289	Library Asset Replacement FY2024	186,000	186,000	160,000	160,000	0	0	0	0	160,000	0
A0290	Library Asset Replacement FY2026 and Beyond	259,000		0	0	16,000	54,000	10,000	68,000	148,000	111,000
A0291	Randel McDaniel Sports Complex Asset Replacement FY2024	176,000	176,000	176,000	176,000	0	0	0	0	176,000	0
A0292	Randel McDaniel Sports Complex Asset Replacement FY2026 and Beyond	436,000		0	0	286,000	0	0	150,000	436,000	0
A0324	Water Asset Replacement FY2026 and Beyond	4,500,000		0	0	500,000	500,000	500,000	500,000	2,000,000	2,500,000
A0328	Avondale Campus Painting Project	500,000	160,000	36,000	126,000	160,000	90,000	0	0	376,000	0
A0329	American Sports Center Painting and Surfacing	330,000	330,000	254,000	254,000	0	0	0	0	254,000	0
A0351	City Hall Interior Paint	214,000	214,000	195,000	195,000	0	0	0	0	195,000	0
A0357	Water Meter Replacement FY2025	550,000		0	550,000	0	0	0	0	550,000	0
A0358	Lift Station Rehabilitation Program FY2025	200,000		0	200,000	0	0	0	0	200,000	0
A0359	Vehicle Replacement FY2025	2,510,000	433,000	433,000	2,510,000	0	0	0	0	2,510,000	0
A0371	Water Asset Replacement FY2025	450,000		0	450,000	0	0	0	0	450,000	0
A0381	Police Asset Replacement Program FY2025	158,000		0	158,000	0	0	0	0	158,000	0
A0390	Parks and Recreation Asset Replacement Plan FY2025	360,000		0	360,000	0	0	0	0	360,000	0
A0391	Library Asset Replacement FY2025	24,000		0	24,000	0	0	0	0	24,000	0
A0394	Communication Systems and Data Center Asset Replacement FY2025	1,186,000		0	1,186,000	0	0	0	0	1,186,000	0
A0395	Computer and Equipment Asset Replacement FY2025	3,188,000		0	3,188,000	0	0	0	0	3,188,000	0
A0396	SCADA Security Asset Replacement FY2025	376,000		0	376,000	0	0	0	0	376,000	0
A0397	Fire Apparatus Replacement FY2025	2,660,000	2,660,000	2,660,000	2,660,000	0	0	0	0	2,660,000	0
A0400	Fire Equipment and Asset Replacement FY2025	276,000		0	276,000	0	0	0	0	276,000	0
A0403	Facilities Asset Replacement FY2025	693,000		0	693,000	0	0	0	0	693,000	0
A0426	Streets Asset Replacement FY2025	1,043,000		0	1,043,000	0	0	0	0	1,043,000	0
M0168	Communication Systems and Data Center Asset Replacements	1,382,341	1,382,341	1,110,000	1,110,000	0	0	0	0	1,110,000	0
M0297	Communication Systems and Data Center Asset Replacements FY2024	608,000	608,000	608,000	608,000	0	0	0	0	608,000	0
M0298	Communication Systems and Data Center Asset Replacements FY2026 and Beyond	10,735,000		0	0	1,339,000	1,315,000	1,280,000	1,386,000	5,320,000	5,415,000
S0225	Fire Apparatus Replacement	3,738,000	3,738,000	269,000	269,000	0	0	0	0	269,000	0
S0302	Fire Apparatus Replacement FY2026 and Beyond	3,904,000		0	0	900,000	1,769,000	0	0	2,669,000	1,235,000
General Government		**10,799,000**	**4,794,000**	**4,200,000**	**10,205,000**	**0**	**0**	**0**	**0**	**10,205,000**	**0**
B0191	New Park & Ride at BLVD Parking Garage	764,000	764,000	764,000	764,000	0	0	0	0	764,000	0
M0021	City Hall Modular Furniture Replacement	750,000	750,000	357,000	357,000	0	0	0	0	357,000	0
M0101	Public Wi-Fi Enhancements	57,000	57,000	57,000	57,000	0	0	0	0	57,000	0
M0176	Bridge Housing	2,423,000	2,423,000	2,374,000	2,374,000	0	0	0	0	2,374,000	0
M0177	City Fiber Backbone - Sam Garcia Library to MOSC	700,000	700,000	576,000	576,000	0	0	0	0	576,000	0
M0354	Citywide Fiber Mapping	175,000	100,000	72,000	147,000	0	0	0	0	147,000	0
M0393	Resource Center Expansion Study	150,000		0	150,000	0	0	0	0	150,000	0
M0401	Opportunity Tree Parking Lot Improvements	40,000		0	40,000	0	0	0	0	40,000	0
M0402	Friendship Park Restroom Painting	40,000		0	40,000	0	0	0	0	40,000	0
M0425	Design Concept for New Operational Warehouse	500,000		0	500,000	0	0	0	0	500,000	0
M0427	Lower Buckeye North Yard Fence	160,000		0	160,000	0	0	0	0	160,000	0
M0432	Southwest Family Advocacy Center Building Purchase	5,040,000		0	5,040,000	0	0	0	0	5,040,000	0
Parks and Recreation		**50,786,369**	**21,352,369**	**12,551,000**	**18,682,000**	**9,608,000**	**4,646,000**	**2,050,000**	**2,409,000**	**37,395,000**	**4,590,000**
M0325	Sam Garcia Library and Sernas Plaza Improvements	646,000	646,000	507,000	507,000	0	0	0	0	507,000	0
P0012	Agua Fria Trail Phase II (Pedestrian Bridge) Design	1,800,000	1,800,000	295,000	295,000	0	0	0	0	295,000	0
P0015	Recharge Park Study and Design	1,205,214	1,205,214	810,000	810,000	0	0	0	0	810,000	0
P0032	Mountain View Community Center	4,318,000	4,318,000	134,000	134,000	0	0	0	0	134,000	0
P0055	Fiber Optic Connectivity in Parks	88,000	88,000	88,000	88,000	0	0	0	0	88,000	0
P0083	Mountain View Park Expansion	1,156,313	1,156,313	840,000	840,000	0	0	0	0	840,000	0
P0084	Multi-Modal Trail System FY2026 and Beyond	8,783,842	424,842	381,000	381,000	200,000	0	1,900,000	2,259,000	4,740,000	4,000,000
P0113	Sand Volleyball Courts at the BLVD	2,859,000	2,859,000	2,326,000	2,326,000	0	0	0	0	2,326,000	0

P0120	Sport Field Lighting Friendship Park	1,564,000	875,000	33,000	722,000	0	0	0	0	722,000	0
P0174	Civic Center Park	4,132,000	3,932,000	3,628,000	3,828,000	0	0	0	0	3,828,000	0
P0193	Deconcini Park Enhancements	2,800,000	2,800,000	2,423,000	2,423,000	0	0	0	0	2,423,000	0
P0299	Crystal Gardens Trail Improvements FY2024	480,000	480,000	356,000	356,000	0	0	0	0	356,000	0
P0300	Crystal Gardens Trail Improvements FY2025	500,000		0	500,000	0	0	0	0	500,000	0
P0327	Sport Field Lighting Festival Fields Park	1,119,000		0	0	1,119,000	0	0	0	1,119,000	0
P0330	Donatela Park	5,210,000	220,000	208,000	208,000	2,570,000	2,420,000	0	0	5,198,000	0
P0331	Cashion Pocket Park	540,000	80,000	80,000	80,000	0	20,000	0	0	100,000	440,000
P0332	Dog Park Enhancements at Friendship Park	884,000	44,000	44,000	884,000	0	0	0	0	884,000	0
P0333	Pickleball Court Construction at Friendship Park	442,000	32,000	32,000	442,000	0	0	0	0	442,000	0
P0334	Softball Field Enhancements at Friendship Park	442,000	32,000	32,000	32,000	410,000	0	0	0	442,000	0
P0335	Festival Fields Upgrades	1,858,000		0	81,000	1,696,000	81,000	0	0	1,858,000	0
P0347	Parks Master Plan	310,000	310,000	284,000	284,000	0	0	0	0	284,000	0
P0356	Parcel Adjacent to Aquatic Center Study	50,000	50,000	50,000	50,000	0	0	0	0	50,000	0
P0382	ADA Transition Plan	900,000		0	150,000	150,000	150,000	150,000	150,000	750,000	150,000
P0383	Trail Improvements in the BLVD Area	2,041,000		0	1,409,000	632,000	0	0	0	2,041,000	0
P0384	Agua Fria Multi-Use Path - Buckeye Rd/MC 85 Underpass	2,398,000		0	44,000	1,386,000	968,000	0	0	2,398,000	0
P0385	Agua Fria Multi-Use Path - Lower Buckeye Rd Underpass	2,498,000		0	46,000	1,445,000	1,007,000	0	0	2,498,000	0
P0386	Dysart & Western Ave Pocket Park	770,000		0	770,000	0	0	0	0	770,000	0
P0387	Base and Meridian Wildlife Area Restoration	500,000		0	500,000	0	0	0	0	500,000	0
P0388	Base and Meridian Wildlife Area Master Plan	300,000		0	300,000	0	0	0	0	300,000	0
P0389	Dessie Lorenz Park Improvements	117,000		0	117,000	0	0	0	0	117,000	0
P0429	Performing Arts Center Needs Assessment	75,000		0	75,000	0	0	0	0	75,000	0
Public Safety		**85,545,000**	**43,568,000**	**34,915,000**	**48,477,000**	**120,000**	**27,155,000**	**1,140,000**	**0**	**76,892,000**	**0**
S0013	Alamar Public Safety Substation	28,780,000	1,730,000	1,730,000	3,230,000	0	25,550,000	0	0	28,780,000	0
S0056	Additional Fire Apparatus	948,000	948,000	86,000	86,000	0	0	0	0	86,000	0
S0104	Fire Station #171 Replacement	15,314,000	13,414,000	12,478,000	14,378,000	0	0	0	0	14,378,000	0
S0105	Relocate Detention Center and Police Substation	21,300,000	21,300,000	14,913,000	14,913,000	0	0	0	0	14,913,000	0
S0142	Training Center Site Improvements and Upgrades	330,000	330,000	36,000	36,000	0	0	0	0	36,000	0
S0182	Ladder Tender Equipment	100,000	100,000	59,000	59,000	0	0	0	0	59,000	0
S0194	BLVD Police Substation	1,315,000		0	0	45,000	130,000	1,140,000	0	1,315,000	0
S0198	Police Communications Bureau Remodel	4,516,000	2,116,000	2,054,000	4,454,000	0	0	0	0	4,454,000	0
S0228	Avondale Boulevard and Broadway Road Fiber	1,600,000	1,600,000	1,556,000	1,556,000	0	0	0	0	1,556,000	0
S0344	K-9 Training Facility	3,960,000	600,000	583,000	3,943,000	0	0	0	0	3,943,000	0
S0345	EMT Paramedic Simulation Labs	50,000	50,000	50,000	50,000	0	0	0	0	50,000	0
S0346	Incident Command Simulation Lab	50,000	50,000	40,000	40,000	0	0	0	0	40,000	0
S0392	Regional Wireless Cooperative (RWC) Tower	1,150,000		0	0	75,000	1,075,000	0	0	1,150,000	0
S0398	Training Tower	4,302,000		0	4,302,000	0	0	0	0	4,302,000	0
S0399	New Fire Apparatus	1,330,000	1,330,000	1,330,000	1,330,000	0	0	0	0	1,330,000	0
S0428	Courtrooms and Jury Deliberation Audio/Video System Refresh	400,000		0	0	0	400,000	0	0	400,000	0
S0430	City Court Expansion Phase 2 - Design of City Court Assembly Area	100,000		0	100,000	0	0	0	0	100,000	0
Transportation		**153,823,071**	**33,037,071**	**27,714,000**	**46,207,000**	**22,458,000**	**13,713,000**	**10,725,000**	**14,297,000**	**107,555,000**	**40,945,000**
T0031	Communication Conduit and Fiber Backbone Program	1,400,000	1,400,000	825,000	825,000	0	0	0	0	825,000	0
T0046	Dysart Road Traffic Flow Improvement Project	586,000	586,000	157,000	157,000	0	0	0	0	157,000	0
T0052	Fairway Drive Improvements - Van Buren Street to Garfield Street	3,204,000	3,204,000	20,000	20,000	0	0	0	0	20,000	0
T0067	Gateway Program	200,000	200,000	96,000	96,000	0	0	0	0	96,000	0
T0122	Street Light Infill Program	84,950	84,950	79,000	79,000	0	0	0	0	79,000	0
T0138	Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road	2,000,000	1,788,000	1,518,000	1,730,000	0	0	0	0	1,730,000	0
T0161	Western Avenue - Central Avenue to 4th Avenue - Improvements	2,025,000	2,025,000	1,986,000	1,986,000	0	0	0	0	1,986,000	0
T0162	Western Avenue Decorative String Lights	320,000	320,000	320,000	320,000	0	0	0	0	320,000	0
T0163	Western Avenue Pedestrian Streetlights	895,000	695,000	695,000	895,000	0	0	0	0	895,000	0
T0200	Old Town Avondale Phase III Improvement	13,827,121	13,827,121	13,540,000	13,540,000	0	0	0	0	13,540,000	0
T0201	Old Town Avondale Phase IV Improvement	8,730,000	500,000	396,000	2,528,000	6,098,000	0	0	0	8,626,000	0
T0203	Old Town Avondale Phase V Improvement	5,299,000	232,000	162,000	1,503,000	3,726,000	0	0	0	5,229,000	0
T0206	Traffic Signal - 99th Avenue and Encanto Boulevard	600,000	375,000	369,000	594,000	0	0	0	0	594,000	0
T0213	Traffic Signal - 107th Avenue and Roosevelt Street	600,000		0	600,000	0	0	0	0	600,000	0
T0240	Old Town Avondale Phase VI Improvement	5,211,000		0	391,000	1,087,000	3,038,000	0	0	4,516,000	695,000
T0244	Sidewalk Along El Mirage Road from Calle Hermosa to Lower Buckeye Road	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
T0247	Traffic Signal - Van Buren Street and Park Avenue	600,000		0	0	0	0	0	50,000	50,000	550,000
T0250	Traffic Signal - 99th Avenue and Clarendon Avenue	600,000		0	0	0	0	0	50,000	50,000	550,000
T0251	Traffic Signal - Roosevelt Parkway and Van Buren Street	600,000		0	0	0	0	0	50,000	50,000	550,000
T0252	Traffic Signal - Roosevelt Street and 107th Avenue	600,000		0	0	50,000	550,000	0	0	600,000	0
T0253	Traffic Signal - 111th Avenue and Van Buren Street	600,000		0	50,000	550,000	0	0	0	600,000	0
T0259	Sidewalk Accessibility Improvement Program FY2024	400,000	245,000	245,000	245,000	0	0	0	0	400,000	0
T0260	Sidewalk Accessibility Improvement Program FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0303	Bike Retrofit Program FY2026 and Beyond	50,000		0	0	0	0	0	50,000	50,000	0
T0305	Bridge Repairs FY2026 and Beyond	400,000		0	0	0	100,000	0	100,000	200,000	200,000
T0306	Communication Conduit and Fiber Backbone Program FY2024	450,000	450,000	450,000	450,000	0	0	0	0	450,000	
T0307	Communication Conduit and Fiber Backbone Program FY2026 and Beyond	2,250,000		0	0	450,000	300,000	300,000	300,000	1,350,000	900,000
T0308	Entry Monument Signage and Gateway Program	300,000	300,000	295,000	295,000	0	0	0	0	295,000	0
T0309	Gateway Program FY2026 and Beyond	500,000		0	0	100,000	100,000	100,000	100,000	400,000	100,000
T0310	Pavement Management Program FY2024	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	3,000,000	0
T0311	Pavement Management Program FY2026 and Beyond	66,000,000		0	0	3,000,000	9,000,000	9,000,000	9,000,000	30,000,000	36,000,000
T0312	Street Drainage Issues FY2024	300,000	300,000	300,000	300,000	0	0	0	0	300,000	0
T0313	Street Drainage Issues FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0314	Street Light Infill Program FY2024	200,000	200,000	191,000	191,000	0	0	0	0	191,000	0
T0316	Wayfinding Signage FY2024	140,000	140,000	140,000	140,000	0	0	0	0	140,000	0
T0317	Wayfinding Signage FY2026 and Beyond	75,000		0	0	25,000	25,000	25,000	0	75,000	0
T0318	Traffic Signal Re-Timing Program FY2024	100,000	100,000	100,000	100,000	0	0	0	0	100,000	0
T0320	Citywide Sidewalk Expansion and Improvements Program FY2024	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0

T0321	Citywide Sidewalk Expansion and Improvements Program FY2026 and Beyond	1,000,000		0	0	200,000	200,000	200,000	200,000	800,000	200,000
T0336	HAWK Signal on Avondale Boulevard at Palm Lane	280,000	280,000	267,000	267,000	0	0	0	0	267,000	0
T0338	HAWK Signal on El Mirage Road at Pima Street	240,000	240,000	227,000	227,000	0	0	0	0	227,000	0
T0339	HAWK Signal on Coldwater Springs Boulevard on the west side of 118th Avenue	290,000	290,000	277,000	277,000	0	0	0	0	277,000	0
T0341	HAWK Signal on Central Avenue at Holly Lane	275,000	275,000	262,000	262,000	0	0	0	0	262,000	0
T0342	HAWK Signal on El Mirage Road at the Northern Alamar Park Access	280,000	280,000	267,000	267,000	0	0	0	0	267,000	0
T0343	Transportation Master Plan Update	200,000	200,000	200,000	200,000	0	0	0	0	200,000	0
T0352	Avondale Blvd Lighting Project	150,000	150,000	150,000	150,000	0	0	0	0	150,000	0
T0365	New Transit Shelters (14)	490,000		0	490,000	0	0	0	0	490,000	0
T0375	Sidewalk Inventory and Condition Assessment	250,000		0	250,000	0	0	0	0	250,000	0
T0376	Lower Buckeye Corridor Study	400,000		0	400,000	0	0	0	0	400,000	0
T0377	Pavement Management Program FY2025	3,000,000		0	3,000,000	0	0	0	0	3,000,000	0
T0378	Citywide Sidewalk Expansion and Improvements Program FY2025	215,000		0	215,000	0	0	0	0	215,000	0
T0379	Resurfacing Coldwater Springs to 114th Ave	650,000		0	0	650,000	0	0	0	650,000	0
T0380	Asphalt Resurface Avondale Blvd from I-10 to Whyman Ave	2,000,000		0	2,000,000	0	0	0	0	2,000,000	0
T0404	Improvements to El Mirage Road - Lower Buckeye Road to Calle Hermosa	4,997,000		0	0	0	0	700,000	3,947,000	4,647,000	350,000
T0405	Dysart Road/McDowell Road Intersection	3,172,000		0	240,000	2,932,000	0	0	0	3,172,000	0
T0406	Dysart Road Median Offsets	500,000		0	0	0	0	0	50,000	50,000	450,000
T0407	Communication Conduit and Fiber Backbone Program FY2025	450,000		0	450,000	0	0	0	0	450,000	0
T0408	Traffic Signal - 116th Ave and McDowell	700,000		0	700,000	0	0	0	0	700,000	0
T0409	Wayfinding Signage FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0410	Van Buren Bridge Lighting Project	450,000		0	50,000	400,000	0	0	0	450,000	0
T0411	Bridge Repairs FY2025	128,000		0	128,000	0	0	0	0	128,000	0
T0412	Gateway Program FY2025	300,000		0	300,000	0	0	0	0	300,000	0
T0413	Sidewalk Accessibility Improvement Program FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0414	Street Drainage Issues FY2025	200,000		0	200,000	0	0	0	0	200,000	0
T0415	McDowell Rd and 99th Ave Improvements	1,597,000		0	1,597,000	0	0	0	0	1,597,000	0
T0416	Safety Action and Demonstration Plan	700,000		0	700,000	0	0	0	0	700,000	0
T0417	Cellular Communication Equipment and CCTV Intersection Cameras	427,000		0	427,000	0	0	0	0	427,000	0
T0418	Improvements at Western Avenue and Central Avenue	985,000		0	335,000	650,000	0	0	0	985,000	0
T0419	Traffic Signal - Thomas Road and 111th Avenue	600,000		0	600,000	0	0	0	0	600,000	0
T0420	Intersection Improvement Dysart Road and Coldwater Plaza	500,000		0	500,000	0	0	0	0	500,000	0
T0421	Intersection Improvement Avondale Boulevard and MC85	1,500,000		0	150,000	1,350,000	0	0	0	1,500,000	0
T0422	Designs for Priorities Identified in the Active Transportation Plan	100,000		0	100,000	0	0	0	0	100,000	0
T0423	Park Avenue Roadway Near The BLVD	300,000		0	50,000	250,000	0	0	0	300,000	0
T0424	Intersection Improvements at Encanto Boulevard and Santa Fe Trail	600,000		0	60,000	540,000	0	0	0	600,000	0
U0172	Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection	950,000	950,000	780,000	780,000	0	0	0	0	780,000	0
Utilities		**231,693,592**	**42,022,592**	**37,792,000**	**42,787,000**	**48,921,000**	**79,560,000**	**23,680,000**	**11,100,000**	**206,048,000**	**21,415,000**
U0044	Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	2,520,000	2,070,000	1,986,000	2,436,000	0	0	0	0	2,436,000	0
U0062	Garden Lakes Nitrate Equipment Replacement	4,280,000		0	0	4,280,000	0	0	0	4,280,000	0
U0076	Lift Station Security Upgrades	439,592	139,592	140,000	240,000	100,000	100,000	0	0	440,000	0
U0078	McDowell Recharge Basin Improvements	1,115,000	870,000	745,000	745,000	245,000	0	0	0	990,000	0
U0090	Northside Booster Well Site - Land Purchase & DCR	175,000	175,000	158,000	158,000	0	0	0	0	158,000	0
U0131	The BLVD Well (#33) & Transmission Line	3,338,000	3,088,000	2,303,000	2,553,000	0	0	0	0	2,553,000	0
U0150	Water Reclamation Facility Odor Control System Improvements	8,468,000	8,468,000	7,413,000	7,413,000	0	0	0	0	7,413,000	0
U0153	Water System Line Replacements and Expansions FY2024	1,671,000	1,671,000	1,668,000	1,668,000	0	0	0	0	1,668,000	0
U0156	Well 22 and Transmission Line	5,100,000	100,000	73,000	73,000	0	430,000	1,790,000	2,780,000	5,073,000	0
U0157	Well 7 Site Development	2,200,000	2,000,000	1,932,000	2,132,000	0	0	0	0	2,132,000	0
U0159	Well at 107th Avenue & Encanto Boulevard - Shared Well	1,926,000	1,631,000	455,000	750,000	0	0	0	0	750,000	0
U0164	White Mountain Apache Tribe Water Settlement	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	3,000,000	0
U0218	Well #26 Replacement	3,600,000	3,100,000	2,975,000	3,475,000	0	0	0	0	3,475,000	0
U0219	Water Reclamation Facility - Phase II Expansion	133,750,000	8,500,000	8,500,000	8,500,000	40,250,000	70,000,000	15,000,000	0	133,750,000	0
U0238	Site Security at Well and Booster Stations	116,000	90,000	49,000	49,000	26,000	0	0	0	75,000	0
U0257	New Well #25B	3,825,000	3,625,000	3,611,000	3,811,000	0	0	0	0	3,811,000	0
U0262	City Wide Sewer Improvements FY2026 and Beyond	2,185,000		0	0	170,000	180,000	200,000	220,000	770,000	1,415,000
U0264	Water System Line Replacements and Expansions FY2026 and Beyond	9,000,000		0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	5,000,000
U0322	Large Diameter Sewer Line Repair FY2026 and Beyond	10,300,000		0	0	1,500,000	1,300,000	1,400,000	1,600,000	5,800,000	4,500,000
U0323	3 New Rear Load Garbage Trucks	1,095,000	1,095,000	463,000	463,000	0	0	0	0	463,000	0
U0326	Dysart Road Waterline - Roeser Alignment to Southern	1,250,000		0	0	0	0	1,250,000	0	1,250,000	0
U0340	Sediment Removal - Crystal Gardens & McDowell Recharge Basins	2,050,000	2,050,000	2,050,000	2,050,000	0	0	0	0	2,050,000	0
U0348	New Redundant Stair Screen	200,000	100,000	21,000	121,000	0	0	0	0	121,000	0
U0350	Update the Integrated Utility Master Plan	500,000	250,000	250,000	500,000	0	0	0	0	500,000	0
U0360	Nitrate Removal System for Coldwater Booster Station	6,000,000		0	0	0	0	0	500,000	500,000	5,500,000
U0361	Dysart Road Waterline - Whyman to Lower Buckeye	730,000		0	0	0	0	730,000	0	730,000	0
U0362	Land Purchase - Water Treatment & Storage Site	600,000		0	0	0	600,000	0	0	600,000	0
U0363	Garden Lakes Site - Construct 2nd Reservoir & Improve Booster Capacity	10,750,000		0	0	0	0	750,000	5,000,000	5,750,000	5,000,000
U0364	Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	1,500,000		0	0	200,000	1,300,000	0	0	1,500,000	0
U0366	Harrison Drive Sewer Reversal	1,000,000		0	0	100,000	900,000	0	0	1,000,000	0
U0367	7th Street Sewer Replacement	1,500,000		0	0	150,000	1,350,000	0	0	1,500,000	0
U0368	Northside Booster Station Tank Rehabilitation	700,000		0	0	700,000	0	0	0	700,000	0
U0369	10th Street Lift Station Electrical Upgrades	2,400,000		0	100,000	200,000	2,100,000	0	0	2,400,000	0
U0370	Gateway Booster Station Electrical and Control Updates	1,860,000		0	0	0	300,000	1,560,000	0	1,860,000	0
U0372	City Wide Sewer Improvements FY2025	500,000		0	500,000	0	0	0	0	500,000	0
U0373	Large Diameter Sewer Line Repair FY2025	1,000,000		0	1,000,000	0	0	0	0	1,000,000	0
U0374	Water System Line Replacements and Expansions FY2025	1,000,000		0	1,000,000	0	0	0	0	1,000,000	0
U0431	Wastewater Impact Fee Update	50,000		0	50,000	0	0	0	0	50,000	0
Grand Total		**654,839,035**	**164,137,035**	**129,780,000**	**189,687,000**	**95,058,000**	**138,209,000**	**49,234,000**	**38,969,000**	**511,312,000**	**109,170,000**