



City of Avondale

City Council Meeting

Monday, July 1, 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, July 1, 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 - PARK AND RECREATION MONTH

The Mayor and City Council will read a proclamation recognizing July 2024, as Park and Recreation Month. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the June 3, 2024 City Council meeting minutes. The Council will take appropriate action.

b. AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY AUDITOR, BARBARA COPPAGE

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

c. AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY, NICHOLLE HARRIS

City Council will consider a request to approve an amendment to the Employment Agreement with City Attorney, Nicholle Harris and authorize the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1076-0724 - SETTING THE FISCAL YEAR 2025 PRIMARY AND SECONDARY PROPERTY TAX

City Council will consider a request to adopt Resolution 1076-0724, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2025 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1077-0724 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council will consider a request to adopt Resolution 1077-0724 to amend the Intergovernmental Agreement (IGA) with the Maricopa County, Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator 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 1078-0724 AUTHORIZING ACCEPTANCE OF PROPOSITION 302 FUNDS FROM ARIZONA OFFICE OF TOURISM

City Council will consider a request to: a) adopt Resolution 1078-0724, accepting funding from the Arizona Office of Tourism for destination marketing organizations; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1079-0724 – ACCESSIBLE VEHICLE USE AGREEMENT BETWEEN THE CITY OF AVONDALE AND THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – TRANSFER OF ADA MINIVANS FOR WERIDE SERVICES

City Council will consider a request to adopt Resolution 1079-0724 authorizing an Accessible Vehicle Use Agreement between the City of Avondale and the Regional Public Transportation Authority (RPTA) (Contract #106-29-2025-00-MT) relating to the transfer of ADA minivans from the RPTA to the City of Avondale for WeRIDE 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. MAP OF DEDICATION FOR ENTRADA – BROADWAY ROAD – APPLICATION PL-23-0168

City Council will consider a request by Daniel Auxier of EPS Group Inc., on behalf of Tyler Champlin of Meritage Homes for (a) approval of Application PL-23-0168, a Map of Dedication for Entrada – Broadway Road, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. ORDINANCE 2017-0724 - AVONDALE FIRE STATION NO.171 - REZONING- APPLICATION PL-23-0349

Council will hold a public hearing and consider a request to adopt Ordinance 2017-0724, approving a City-initiated request to rezone approximately 1.8 gross acres of land located at the south of the southwest corner of Western Avenue and 6th Street from Multi-Family Residential (R-3) to Old Town Avondale Business District (OTAB). The rezoning of the property will allow for the development of a new Avondale Fire Station (No.171) that will replace the existing fire station. The Council will take appropriate action.

b. JUDICIAL ADVISORY BOARD RECOMMENDATION ON THE REAPPOINTMENT OF CRAIG L. JENNINGS AS THE PRESIDING JUDGE

City Council will receive a presentation from staff and the Chair of the Judicial Advisory Board regarding the reappointment of Craig L. Jennings as the Presiding Judge. This item is for presentation only, no action will be taken at this time.

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

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to (ii) Ariz. Rev. Stat. § 38--431.03(A)(1) and (A)(3) for discussion of the evaluation and salary of the Presiding Judge.

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

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

ITEM NUMBER: 2.a.

SUBJECT: Proclamation - Park and Recreation Month

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation, and Libraries Director

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

The Mayor and City Council will read a proclamation recognizing July 2024, as Park and Recreation Month. This item is for discussion only.

BACKGROUND:

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country's local, state and community parks.

Through efforts by the National Recreation and Parks Association (NRPA), the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009, and introduced the resolution in 2017 and 2018.

Park and recreation agencies across the nation are recognizing the month with summer programs, events, contests, commemorations and celebrations.

The services that park and recreation professionals provide are vital for our communities — from protecting open spaces and natural resources to helping fight obesity and providing activities and resources for all people. Park and Recreation Month encourages everyone to reflect on the exponential value park and recreation professionals bring to communities.

DISCUSSION:

This year's theme — “Where Community Grows” — celebrates the vital role park and recreation professionals play in bringing people together, providing essential services and fostering the growth of our communities.

As part of Park and Recreation Month, NRPA is celebrating Park and Recreation Professionals Day on Friday, July 19. This is a day to celebrate all the dedicated professionals who build strong, vibrant and resilient communities through the power of parks and recreation.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

The Parks and Recreation Department appreciates the Mayor reading the proclamation for Park and Recreation Month.

Contact person for document distribution:

Avondale
PARKS & RECREATION
D E P A R T M E N T

PROCLAMATION

Designation of July 2024 as Park and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including Avondale, Arizona; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Avondale recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby recognize July 2024 as Park and Recreation Month in Avondale.

Proclaimed this 1st day of July 2024

Attest:

Mayor

City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 7/1/2024

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 June 3, 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 June 3, 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
June 03, 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 5:36 p.m.

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

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

Note: Council Member Max White attended the meeting by telephone.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Edith Baltierrez, Neighborhood and Family Services Assistant Director; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Julie Knoll, Deputy City Clerk; Catherine Lorbeer, Deputy Director of Planning; Kimberly Moon, Engineering 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 fifteen 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.

City Attorney's Office

- Blessing Adejo, Legal Intern
- Mary Grace McNear, Attorney II

Facilities

- Abraham Bandin, Building Maintenance Worker
- Rosamaria Brown, Day Porter

Finance and Budget Department

- Takiya Greene, Buyer

b. 4TH OF JULY FIREWORKS UPDATE

Varney Lopez, Police Lieutenant, provided information regarding the Avondale Police Department's response to firework calls for service. This item was for discussion only.

The Avondale Police Department responds to reports of the use of illegal fireworks year-round, however, enforcement details are deployed during the July 4th and New Year's Eve Holidays. Pursuant to Ariz. Rev. Stat. § 36-1606, consumer firework regulation use is May 4-6, June 24-July 6, and December 26-Jan 4. Consumers cannot use fireworks between 11:00 p.m. and 8:00 a.m., except on New Year's Eve and the 4th of July.

The City of Avondale is working with 6 police agencies on an educational campaign during the week of July 4th. The police department provides an educational campaign through social media and by visiting the vendors prior and during the holidays. Enforcement is done through dedicated officers for fireworks, aerial drone use, on-view activity in neighborhood, calls for service, and citations.

Firework calls and citation statistics were reviewed.

Mayor Weise spoke about his negative experience with fireworks. In response to a question, Lieutenant Lopez stated he prefers fireworks to be used in a public open space to avoid fires in backyards and homes.

Council Members Conde spoke about the importance of educating the public on calling when they see illegal fireworks.

Council Members Malone commended the Police Department on their work to enforce the fireworks law.

Council Member Nielson recommended using drones and incentives for residents who report a violation. Lieutenant Lopez stated the department currently uses drones and unmarked vehicles to monitor areas.

Council Member Solorio recommended the Marketing and Public Relations department promote the non-emergency number.

Vice Mayor Pineda recommended the city educate the public that the city takes fireworks seriously.

Council Member White expressed concern for her veteran neighbors and encouraged residents to attend the Light Up the Sky event.

3. UNSCHEDULED PUBLIC APPEARANCES

Gonzalo Ortiz discussed the devastating fire that destroyed St. Williams Catholic Church and thanked all the first responders, everyone who has donated gift cards, the Mayor, City Council, and the community for their support. He also thanked Mercy House for offering their facility as a place to provide food and necessities to those in need.

Leo Ekdahl discussed a recently purchased home that is seeking permits for SMI (Severely Mental Ill) housing within his neighborhood. Mr. Ekdahl expressed safety concerns based on the vicinity of three schools and many growing children within the neighborhood. He asked the Council to do what they can to not allow this to happen.

Diana Duke discussed the same matter as Mr. Ekdahl, noting having unstable people living next door is disheartening and frightening. She is not against helping others but feels this family neighborhood is not the best place for this house to be. In an attempt to stop this home from going into the neighborhood, calls have been made to the mayor's office, Congressman Grijalva, Council Member Nielson, and the Police Department.

Yvonne Hopper discussed the same matter, noting everyone has rights. She is asking for the rights of the neighborhood residents to be protected as well and requests the Council to give everything they have to deliver on their promises of serving the community.

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.

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

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

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

a. MINUTES

City Council approved the May 6, 2024 City Council meeting minutes.

b. ADOPTION OF THE FISCAL YEAR 2025 PENSION FUNDING POLICY

City Council adopted an updated Pension Funding Policy for Fiscal Year 2025 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH LIGHT SOURCE COMMUNICATIONS, LLC

City Council approved a new Wired Telecommunications License and Right-of-Way Use Agreement with Light Source Communications, LLC, to allow the placement of fiber telecommunication infrastructure in City right-of-way, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1050-0624 - GRANT ACCEPTANCE FROM WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) OF ARIZONA FOR ENHANCED WATER EFFICIENCY AUDITS

City Council a) adopted Resolution 1050-0624, accepting grant funding from Water Infrastructure Finance Authority of Arizona (WIFA) for Enhanced Water Efficiency Audits in the amount of \$52,500; 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 1052-0624 - DESIGNATION OF CHIEF FISCAL OFFICER FOR THE ANNUAL EXPENDITURE LIMITATION REPORT (AELR)

City Council adopted Resolution 1052-0624, designating Renee Weatherless as the Chief Fiscal Officer for the submittal of the AELR and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1053-0624 - COMPREHENSIVE FINANCIAL POLICIES

City Council adopted Resolution 1053-0624, adopting Comprehensive Financial Policies and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1055-0624 - INTERGOVERNMENTAL AGREEMENT WITH THE AGUA FRIA UNION HIGH SCHOOL #216 FOR TRANSPORTATION FOR RECREATION CAMPS AND PROGRAMS

City Council adopted Resolution 1055-0624, authorizing an Intergovernmental Agreement with the Agua Fria Union High School #216 to provide transportation services for youth recreation camps and programs and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2014-0624 – ABANDONMENT OF FINAL PLATS FOR FLEMING FARMS AND FLEMING FARMS, LOT 2

City Council adopted Ordinance 2014-0624 authorizing the abandonment of the final plats for Fleming Farms and Fleming Farms, Lot 2, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. AMENDED FINAL PLAT FOR ALTA AVONDALE - APPLICATION PL-24-0054

City Council (a) approved Application PL-24-0054, a request by Derek Nichols, PE, with Wood, Patel and Associates, Inc., on behalf of Alta Avondale, LLC, for approval of the Amended Final Plat for Alta Avondale generally located north of Van Buren Street and east of Avondale Boulevard and (b) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. FINAL PLAT FOR HERMOSA RANCH – APPLICATION PL-23-0372

City Council (a) approved Application PL-23-0372, a request from Parker Froehlich of Coe and Van Loo Consultants, Inc., on behalf of Hermosa North, LLC, for approval of the Final Plat for Hermosa Ranch located at the southwest corner of Avondale Boulevard and Lower Buckeye Road, and (b) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC HEARING – TRUTH IN TAXATION HEARING SETTING FORTH THE INTENT TO RAISE THE PROPERTY TAX LEVY

City Council held a public hearing and considered a request to set forth the City's intent to levy primary property taxes in the amount of \$0.6241 per hundred (\$100) of assessed valuation and secondary property taxes in the amount of \$0.8351 per hundred (\$100) of assessed valuation and set the property tax adoption for June 17, 2024 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Renee Weatherless, Director of Finance & Budget, provided an explanation of Truth in Taxation, noting it is required when you levy more than you did the prior year. Per statute, the levy can increase up to 2% annually and there are public notice requirements that result from this. The property tax consists of the primary property tax which is used for general purposes and the secondary tax which is used solely to repay bond principal and interest. The proposed levy for FY25 focuses on the primary property tax which increases by \$304,630 but the tax rate decreases by \$1.32. The increase is the result of increased property values. With the addition of the secondary tax, approximately \$9.5 million will be generated in tax revenue.

It is recommended to set forth the intent to raise the property tax levy with the Council acting two weeks after the adoption of the budget.

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

In response to Mayor Weise's questions, Ms. Weatherless notes Avondale's property tax rate is on the lower end. The financial policy has a \$2.00 cap on the tax rate, but the trend is going down because of property values.

Council Member Solorio moved to approve a request to set forth the City's intent to levy primary property taxes in the amount of \$0.6241 per hundred (\$100) of assessed valuation and secondary property taxes in the amount of \$0.8351 per hundred (\$100) of

assessed valuation and set the property tax adoption for June 17, 2024 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

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

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

b. RESOLUTION 1051-0624 - FISCAL YEAR 2025 PROPOSED FEE CHANGES

City Council considered a request to adopt Resolution 1051-0624, approving the Fiscal Year 2025 proposed fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Renee Weatherless, Director of Finance & Budget, provided an overview of the fee changes that are being proposed to eliminate outdated fees, update fees to account for updated pricing, create new fees, and align with surrounding communities. All posting requirements were met.

Kimberly Moon, Director of Engineering, discussed the engineering service fee changes developed to reflect actual costs and align with surrounding communities. Comments were received related to telecommunication projects, specifically the plan review fee, construction permit for boring and permit fee for handhold vaults. City staff have met with telecommunication agencies and recommend changes to the fee schedule, creating new fees and a new section for telecommunications in response to feedback from fiber companies and reducing costs. The number of fiber projects are increasing, and telecommunications infrastructure continues to change over time. City staff will continue to work with the telecommunications industry so Avondale can be competitive in the mkt and help ensure quality services to the residents and businesses of Avondale. Staff recommend revisions to the fee schedule as proposed. Fees assist in covering the cost to inspect and make corrections associated with fiber infrastructure installations. Staff recommend revisions to the fee schedule as proposed.

Mayor Weise noted the extended period between fee updates creates what appears as a significant increase and suggested reviews be conducted on a regular basis going forward.

Ms. Weatherless noted the recommendation is for the Council to adopt Resolution 1054-0624 to approve the fiscal year 2025 summary of proposed fee changes. The next steps will be to post the new schedule prior to July 1, which is the effective date of the new fees.

Mayor Weise opened the public hearing and received two previously submitted comments.

Gregg Dysart remarks, “to pay for a police report about my local street at \$5.00 per report per day costs is unamerican. Voters expect that our government will provide transparency and not fee out a citizen from understanding city safety issues. Taxpayers fund our police to report back to citizens. In a voting year, listen to voters. We will vote against those who vote to prevent open data and worse make money a barrier to freedom of information. We appeal to the Council, be mindful that inflation is costing us all more than we can absorb. Voters expect the government to do more with less as we all endure each trip to the local grocery store. Voters don’t want memorial park benches. Voters only get a 4-day work week from city staff. Voters don’t need to pay for police reports and voters don’t want the City Council to approve any property tax increases until you cut back first on all department expenditures. Vote no on more spending and vote yes on resolutions to restore a commonsense approach to each of these. The City of Avondale cut costs first.”

Avondale Voter remarks, “in the economic environment, it is a failure of the City Council to raise rates rather than cutting the budget. There is no reason to add city staff, approve projects that are high in job creation and stop allowing city staff to spend taxpayer dollars doing work outside of the scope of their jobs. When the recycling truck spills trash all over the street not one of two people in the truck stop to clean up the mess; seems like you could cut one of those jobs. Voters will elect candidates according to how they vote on issues affecting our communities leading into the next elections for mayor and city council. The city council and mayor should vote no to adopt new fees that will crush working households across Avondale.”

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

Mayor Weise discussed the importance of the City Council conducting an in-depth review of the fee structures. Mr. Corbin recommended this be conducted during a work session as it would affect policies. Council members concurred with the suggestion and a work session will be scheduled in September.

Council Member Nielson moved to adopt Resolution 1051-0624, approving the Fiscal Year 2025 proposed fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Vice Mayor Pineda seconded the motion.

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

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

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

Mayor Weise stated there will be a fundraiser for the Selby family at the 8-Bit Aleworks on Saturday with 25% of their sales that night being donated to the family.

Council Member Conde and Council Member Malone praised the Parks and Recreation program and thanked Bryan Hughes for his service.

Council Member White thanked Mr. Hughes for his dedication to the Parks and Recreation Department.

7. ADJOURNMENT

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

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

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

The meeting was adjourned at 6:45 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 3rd day of June 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

ITEM NUMBER: 4.b.

SUBJECT: Amendment to the Employment Agreement with the City Auditor, Barbara Coppage

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Andy Mesquita, Human Resources Director

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

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

STRATEGIC PLAN:

PURPOSE:

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

BACKGROUND:

On October 17, 2022, City Council approved the Employment Agreement with Barbara Coppage to serve as the City Auditor, effective October 17, 2022. Under the current Agreement, the City Auditor's annual review shall occur on an annual basis.

On June 17, 2024, the City Council met in Executive Session and conducted the City Auditor's annual review.

DISCUSSION:

The purpose of this agenda item is to amend the Employment Agreement for the City Auditor, Barbara Coppage (the "Agreement") as attached.

BUDGET IMPACT:

The compensation increase included in this employment agreement is included in the FY2025 adopted budget.

RECOMMENDATION:

Staff is requesting approval of an amendment to the Employment Agreement with Barbara Coppage.

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

**SECOND AMENDMENT
TO
CITY AUDITOR EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO CITY AUDITOR EMPLOYMENT AGREEMENT (this “Second Amendment”) is made and entered into July 1, 2024, (the Effective Date”) by and between the City of Avondale, Arizona, an Arizona municipal corporation acting through its Mayor and Council of the City of Avondale Arizona (“City”) and Barbara Coppage (“Coppage” or “Employee”).

RECITALS

A. The City and Employee entered into an Employment Agreement, No. 22-351C dated October 17, 2022, as amended by that certain First Amendment, dated May 1, 2023, or Employee to serve as the City Auditor (collectively, the “Agreement”). All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

B. The City and Employee desire to enter into this Second Amendment to revise Employee’s salary.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the City and Coppage hereby agree as follows:

1. Amendment. Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2. Beginning with the pay period beginning June 24, 2024, Employee’s base salary will be \$157,901.68. Salary will be adjusted annually on the same basis as non-represented employees, consistent with City’s compensation policies for market adjustments and cost of living adjustments, as approved by the City Council.

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year set forth above.

"Employee"

Barbara Coppinge

"City"

CITY OF AVONDALE, an Arizona municipal corporation

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

Approved as to Form:

Nicholle Harris, City Attorney

ITEM NUMBER: 4.c.

SUBJECT: Amendment to the Employment Agreement with the City Attorney, Nicholle Harris

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Andy Mequita, Human Resources Director

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will consider a request to approve an amendment to the Employment Agreement with City Attorney, Nicholle Harris and authorize the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

By Resolution 1063-920, the City Council appointed Nicholle Harris as City Attorney for the City of Avondale, Arizona on September 20, 2020. As required by Chapter 2-15 of the City Code, the City Attorney's annual evaluation was held in an Executive Session by the City Council on June 17, 2024.

DISCUSSION:

The purpose of this agenda item is to amend the Employment Agreement for the City Attorney, Nicholle Harris (the "Agreement") as attached.

BUDGET IMPACT:

The compensation increase included in this employment agreement is included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council approve an amendment to the Employment Agreement with Nicholle Harris as the City Attorney for the City of Avondale, Arizona.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NICHOLLE HARRIS**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this “First Amendment”) is entered into effective as of July 1, 2024, between the City of Avondale, an Arizona municipal corporation (the “City”) and Nicholle Harris (“Employee” or “Harris”).

RECITALS

A. The City and Employee entered into Professional Services and Employment Agreement, Contract No. 22-217C dated July 11, 2022 (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. Among other things, the Agreement provided for amendments to the Base Salary or benefits.

C. As part of the 2024 annual performance review, the City Council seeks to provide an increase in compensation and benefits based on exemplary service provided by Employee.

D. The City and Employee desire to enter into this First Amendment to revise the terms and conditions of the Employee’s compensation.

AGREEMENT

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

1. **Amendment.** Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1. **Base Salary.** The City will compensate Employee for their services as City Attorney at an annual base salary in the amount of Two Hundred Sixty-Six Thousand Four Hundred Eighty-One and 78/100 Dollars (\$266,481.78) (the “Base Salary”), as may be adjusted from time to time in accordance with Section 3.2. The Base Salary will be payable in installments at the same time as other management employees of the City are paid.

2. **Amendment.** Section 7.1 is hereby amended to read as follows:

7.1 Vacation Leave. The Employee shall accrue vacation leave on an annual basis at the rate provided to any other City Management level employee, as provided by the City of Avondale Chapter Policies and Administrative Policies, plus an additional deposit of forty (40) hours of vacation leave per year.

3. Amendment. Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

10. Deferred Compensation. The City agrees to execute appropriate documents as necessary for the establishment, implementation, and payment of a deferred compensation program for the Employee in accordance with this Section. The plan shall consist of a Section 457 account and a Section 401(a) account pursuant to the Internal Revenue Code of 1986, as amended. The City will contribute each fiscal year on behalf of the Employee into an IRS 457 or 401(a) account, whichever employee directs, an amount equal to eleven percent (11%) of Employee's annual Base Salary pursuant to Section 3, as it may be adjusted from time to time (the "Contributions"). The Contributions shall be made throughout the fiscal year in twenty-six (26) equal payments and Employee must be employed on the payday on which the Contribution is made to be entitled to the Contribution.

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

5. Effective Dates. The Employee pay rate set forth in this Amendment is effective as of June 24, 2024.

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

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

EMPLOYEE:

CITY:

CITY OF AVONDALE, an Arizona
municipal corporation

Nicholle Harris

Kenneth N. Weise, Mayor

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1076-0724 - Setting the Fiscal Year 2025 Primary and Secondary Property Tax

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

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 consider a request to adopt Resolution 1076-0724, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2025 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 3, 2024 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the May 17th and May 24th editions of the Southwest Valley Republic.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2025. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$4,041,254. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.6241 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$5,407,729. The secondary property tax rate is \$0.8351 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimate tax rate for FY2025 is \$1.4592 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is \$9,448,983.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2025 budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of \$4,041,254 and the secondary property tax levy in the amount of \$5,407,729 the fiscal year ending June 30, 2025.

Contact person for document distribution:

RESOLUTION NO. 1076-0724

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE 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; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 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 the City of Avondale (the “City”); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; 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, the required hearing was held and the City’s annual budget was adopted by Resolution No. 1075-0624 at a meeting of the City Council held on June 17, 2024, at least 14 days prior to adoption of this Resolution No. 1076-0724; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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 the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.6241 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$4,041,254), the

maximum levy allowed by law for the fiscal year ending on June 30, 2025.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8351 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$5,407,729) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2025.

SECTION 4. 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 him or 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 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 6. 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 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 1, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1077-0724 - First Amendment to Intergovernmental Agreement with Maricopa County for Workforce Development Services

MEETING DATE: 7/1/2024

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:

PURPOSE:

City Council will consider a request to adopt Resolution 1077-0724 to amend the Intergovernmental Agreement (IGA) with the Maricopa County, Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator 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 Neighborhood and Family Services Department has seen an increase in requests and the need for workforce development services in the community. It is important to the Neighborhood and Family Services Department to meet the needs of the community by leveraging strategic partnerships to expand workforce development opportunities, job training and placement programs. On May 16, 2022, the City entered into an Intergovernmental Agreement with Maricopa County for the provision of Workforce Development Services. That agreement allowed for the integration of the County's workforce development system into the Arizona Complete Health Avondale Resource Center. The partnership has provided workforce development activities and training that assists local employers in recruiting top talent, as well as providing adult and youth job-seekers with Workforce Innovation and Opportunity Act (WIOA) program services. Through the agreement, the county has assigned a Workforce Development Coordinator to the Arizona Complete Health Resource Center. The Workforce Development Coordinator has been assigned to the City of Avondale location 40 hours per week. The services provided have also benefited City residents by having County staff available to meet with job-seekers (Adult and Youth) and local employers and provide WIOA activities that will improve residents' knowledge of conducting job searches to secure stable employment; exploring career opportunities; improving skills necessary to enter or advance in a specific occupation or trade; and employment opportunities with local employers.

DISCUSSION:

Neighborhood and Family Services staff seek to amend the Intergovernmental Agreement with Maricopa County, Human Services Department, Workforce Development Division and continue the partnership that

provides valuable Workforce Innovation and Opportunity Act (WIOA) program services through the resource center. This First Amendment will extend the agreement for two additional one-year terms and establish funding maximums for each year.

BUDGET IMPACT:

The parties shall share the costs for funding the program activities. The City shall compensate the County for program service delivery for a portion (approximately 50 percent) of the Workforce Development Coordinator's salary and related benefits up to the established maximums specified below. Funding for this cost shared position will be covered using the city's FY2024 CDBG allocation as detailed in the recently submitted 2024 HUD annual Action Plan. The City shall compensate the County as follows:

- For the period of July 1, 2024 through June 30, 2025, an amount not to exceed \$52,753.
- For the period of July 1, 2025 through June 30, 2026, an amount not to exceed \$54,534.

RECOMMENDATION:

Staff recommends that City Council approve Resolution 1077-0724 as the First Amendment of the Intergovernmental Agreement with Maricopa County, Human Services Department, Workforce Development Division and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

RESOLUTION NO. 1077-0724

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO EXTEND THE AGREEMENT AND CONTINUE PROVIDING THE CITY WITH FUNDING FOR A WORKFORCE DEVELOPMENT COORDINATOR.

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

SECTION 1. The Amendment to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to provide the City with Community Development Block Grant funds for the continuation of a workforce development coordinator in the amounts of \$52,753.00 for fiscal year 2024/25 and \$54,534.00 for fiscal year 2025/26 (the “Amendment”), is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, July 1, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1077-0724

[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 (the "County"), administered by its Human Services Department, and the City of Avondale ("City") entered into a financial Intergovernmental Agreement ("Agreement") to integrate the County's workforce development system into the City's social and community services resource network. The Agreement was fully executed on or about June 8, 2022. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is July 1, 2022, through June 30, 2024. The Agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement. The County and the City collectively are referred to as the "Parties."
- II. The Parties now agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Extend the Agreement termination date from July 1, 2024, through June 30, 2026.
- B. Revise Section 6.0 (FUNDING), by adding the following subsections:
6.2.3 For the period of July 1, 2024, through June 30, 2025, an amount not to exceed \$52,753; and
6.2.4 For the period of July 1, 2025, through June 30, 2026, an amount not to exceed \$54,534.
- C. Update Section 11.0 (NOTICES) as follows:
County:
Jared Beard
Workforce Development Assistant Director
Maricopa County Human Services Department
234 North Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 623-280-7487
Jared.Beard@maricopa.gov
- D. Add the following sections to the Agreement:
- 30.0 FORCED LABOR OF ETHNIC UYGHURS**
To the extent applicable under A.R.S. § 35-394, the City warrants and certify that they do not currently and agree that they will not use for the duration of this Agreement the forced labor, any goods or services produced by the forced labor, or 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. If the City becomes aware that they are not in compliance with this paragraph,

they shall notify the County of the noncompliance within five business days of becoming aware of it. If the City fails to provide a written certification that they have remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

31.0 PROVISIONS REQUIRED BY LAW

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

32.0 FORCE MAJEURE

32.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

32.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

32.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay, or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

III. Under A.R.S. §38-511, the County 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. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the original Agreement shall remain the same and in full force and effect as approved.
- 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:

FOR THE CITY OF AVONDALE:

FOR MARICOPA COUNTY:

City Manager Date

Jack Sellers, Chairman Date
Board of Supervisors

Attestation:

Attestation:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 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 THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

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:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

ATTACHMENT A**ITEMIZED SERVICE BUDGET**

Effective Dates 7/1/2024 to 6/30/2025

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Avondale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Avondale Cost
Total Personnel - 1 FTE @ \$27.92/hr * <u>2088</u> total hours	\$ 58,297	\$ 29,148	\$ 29,148
Maricopa County Merit Pay Increase for FY25 - 4%	\$ 2,332	\$ 1,166	\$ 1,166
Total Employee Related Expenses - ¹ ERE = 19.92% + \$13,632	\$ 25,709	\$ 12,855	\$ 12,855
Total Indirect Cost - ² 22.2%	\$ 19,167	\$ 9,584	\$ 9,584
Subtotal	\$ 105,505	\$ 52,753	\$ 52,753

Total Cost for 12-Month for the City of Avondale **\$ 52,753**

¹ **Based on 2024 FICA**, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2025 to 6/30/2026

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Avondale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Avondale Cost
Total Personnel - 1 FTE @ \$29.04/hr * <u>2088</u> total hours	\$ 60,636	\$ 30,318	\$ 30,318
Maricopa County Merit Pay Increase for FY26 - 4%	\$ 2,425	\$ 1,213	\$ 1,213
Total Employee Related Expenses - ¹ ERE = 19.92% + \$13,632	\$ 26,194	\$ 13,097	\$ 13,097
Total Indirect Cost - ² 22.2%	\$ 19,814	\$ 9,907	\$ 9,907
Subtotal	\$ 109,068	\$ 54,534	\$ 54,534

Total Cost for 12-Month for the City of Avondale **\$ 54,534**

¹ **Based on 2024 FICA**, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1078-0724 Authorizing Acceptance of Proposition 302 funds from Arizona Office of Tourism

MEETING DATE: 7/1/2024

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 1078-0724, accepting funding from the Arizona Office of Tourism for destination marketing organizations; 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:

Avondale established the destination marketing organization "Discover Avondale" in 2020. Visit Avondale promotes tourism for the City of Avondale. As a destination marketing organization, the city is eligible for Proposition 302 funds from the Arizona Office of Tourism.

DISCUSSION:

The Office of Tourism estimates the FY2025 Proposition 302 funds available to Avondale at \$97,622. The amount is subject to change based on monthly actual tax revenue. In order to receive funding, Avondale must budget \$135,000 in local funds to support tourism efforts, which was included in the FY2025 adopted budget.

BUDGET IMPACT:

Prop 302 funding is estimated at 97,622 and is included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Arizona Office of Tourism for FY2025 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. 1078-0724

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A GRANT AGREEMENT WITH THE STATE OF ARIZONA, OFFICE OF TOURISM, RELATING TO THE ACCEPTANCE OF PROPOSITION 302 FUNDS.

WHEREAS, the State of Arizona, Office of Tourism has funds available from Proposition 302 for destination marketing organizations (DMOs) located within Maricopa County; and

WHEREAS, the City of Avondale, Arizona created a destination marketing organization; and

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

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

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

SECTION 2. The Grant Agreement with the State of Arizona, Office of Tourism relating to the acceptance of a projected \$97,622 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 1, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1078-0724

[Agreement]

See following pages.



Prop 302 Maricopa County Marketing Grant Program (FY25)

GRANT AGREEMENT

Project Title: Discover Avondale FY25 Marketing Plan

Projected Program Award Amount: \$97,622.00

This Agreement shall become effective: July 1, 2024

Project Period: July 1, 2024 - June 30, 2025

Terms of Agreement:

This Agreement is entered into by Discover Avondale ("Grantee") and the **ARIZONA OFFICE OF TOURISM** ("Tourism") through its Director pursuant to authority granted to Tourism by §§ A.R.S. 41-2305 and 2306. The parties agree to the terms and conditions of this Agreement and agree to abide by all laws governing the expenditure of Program funds.

Each signatory certifies it has authority to enter into this Agreement.

GRANTEE	TOURISM
Signature of Authorized Individual	Signature of Authorized Individual
Name of Signatory	Name of Signatory
Title	Title
Date	Date

TABLE OF CONTENTS

THIS AGREEMENT CONSISTS OF:

COVER PAGE	1
TABLE OF CONTENTS	2
RECITALS	3
TERMS	3
1. <i>DEFINITIONS</i>	3
2. <i>GENERAL REQUIREMENTS</i>	4
3. <i>RELATIONSHIP OF THE PARTIES</i>	4
4. <i>NO WAIVER</i>	4
5. <i>AUDIT OF RECORDS</i>	4
6. <i>INDEMNIFICATION and INSURANCES</i>	4
7. <i>RESOLUTION OF DIFFERENCES</i>	5
8. <i>STOP WORK NOTICE</i>	6
9. <i>PROJECT PERIOD</i>	6
10. <i>TERMINATION OF AGREEMENT</i>	6
11. <i>CONFLICT OF INTEREST</i>	7
12. <i>NON-DISCRIMINATION</i>	7
13. <i>PAYMENTS</i>	7
14. <i>RECOUPMENT OF PAYMENTS</i>	8
15. <i>NOTICES</i>	8
16. <i>AMENDMENTS</i>	9
17. <i>SUBCONTRACTS</i>	9
18. <i>ASSIGNMENTS</i>	9
19. <i>SEVERABILITY, CONFLICT OF TERMS</i>	9
20. <i>FORCE MAJEURE</i>	9
21. <i>E-VERIFY</i>	10
22. <i>INTEGRATION</i>	10
23. <i>SURVIVABILITY</i>	10
24. <i>THIRD PARTY ANTI-TRUST VIOLATIONS</i>	10
CONTRACTOR INSURANCE REQUIREMENTS	11

RECITALS

The purpose of this Agreement is to award Proposition 302 marketing funds to destination marketing organizations within Maricopa County in order to promote tourism within the county. Tourism enters into this Agreement pursuant to its authority under §§ A.R.S. 41-2305 and 2306.

The Grantee represents that it is a Destination Marketing Organization for a city or town within Maricopa County in accordance with A.R.S § 41-2306(A)(2) and applicable Tourism Guidelines.

TERMS

1. DEFINITIONS

As used throughout this Agreement, and all attached and incorporated documents, the following terms shall have the meaning set forth below:

- a. "Agreement" means the Prop 302 Maricopa County Marketing Grant Program Agreement between Grantee and Tourism.
- b. "Application" means all materials submitted to Tourism describing and documenting Grantee's Project in compliance with the Guidelines and funded through the Program, which shall be attached and incorporated to this Agreement.
- c. "A.R.S." means the Arizona Revised Statutes.
- d. "Director" means the Executive Director of the Arizona Office of Tourism.
- e. "Guidelines" means the current Proposition 302 Maricopa County Marketing Grant Program Guidelines document, which is attached and incorporated hereto by reference.
- f. "Marketing Plan" means the Discover Avondale FY25 Marketing Plan listed on the Cover Page.
- g. "Program" means the Prop 302 Maricopa County Marketing Grant Program.
- h. "Program Coordinator" means those persons listed as "Agency Contacts" in the Guidelines
- i. "Project" means the activities approved by Tourism based on the designated Marketing Plan outlined in the Application and funded under this Agreement.
- j. "Records" means all books, accounts, reports, files and other records relating to this Agreement.
- k. "State," if capitalized, means the State of Arizona, and includes Tourism.
- l. "Termination date" means June 30, 2025.
- m. "Tourism" means the Arizona Office of Tourism, and includes the State.

2. GENERAL REQUIREMENTS

- a. This Agreement shall be governed by and construed in accordance with the laws of the State.
- b. Grantee shall obtain and maintain all licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Grantee is responsible for compliance with all applicable local, state, and federal laws.
- c. Grantee is responsible for complying with all Guidelines.
- d. Grantee acknowledges that failure to comply with any applicable law or regulation, including the Guidelines, may result in withholding of funds or termination of the Agreement.

3. RELATIONSHIP OF THE PARTIES

The parties agree that Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of Tourism or the State as a result of this Agreement. Grantee is solely responsible for the planning, design, scope, and implementation of the Project. Tourism and the State are not responsible for any liabilities resulting from Grantee's planning, design, scope and implementation or performance of the Project.

4. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

5. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each subcontractor to retain all Records relating to this Agreement for a period of five years after completion of the Agreement and until any litigation, claim, negotiation, audit, cost recovery, or action involving the Records has been completed. All Records shall be subject to inspection and audit by the State or Tourism at reasonable times. Upon request, Grantee shall produce the original of any or all such Records.

6. INDEMNIFICATION and INSURANCE

For Governmental Entity Grantees:

- a. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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 which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission,

negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Tourism and the State are self-insured per A.R.S. § 41-621.

- b. In addition, should Grantee utilize a contractor(s) and subcontractor(s) the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the Grantee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee(s)") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee(s) shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee(s), be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State of Arizona.

- c. Insurance Requirements for Any Contractors Used by Grantee. As applied to contractors used by Grantee, and not to Grantee itself, the insurance requirements listed in Attachment A, incorporated herein by reference, are the State's minimum requirements for contractor insurance and in no way limit the indemnity covenants contained in this Agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect Grantee or its contractor from liabilities that might arise out of the performance of the work under this Agreement by the contractor, his agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance, and in no way limit or govern Grantee's own requirements for contractor insurance.

7. RESOLUTION OF DIFFERENCES

- a. Disputes arising during the performance of this Agreement will be resolved to the maximum extent possible through cooperation and coordination of Grantee and the Program Coordinator. If Grantee and the Program Coordinator are unable to resolve the differences or circumstances require an immediate decision, the Program Coordinator will refer the dispute to the Director for resolution.

Appellate review of the Director's appealable agency actions is governed by Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes.

- b. To the extent required by A.R.S. §§ 12-133 and 12-1518, Tourism and Grantee agree to use arbitration to resolve any disputes arising out of this Agreement, with each to bear its own attorneys' fees and costs.
- c. Disputes arising out of this Agreement are subject to the jurisdiction of the Superior Court of the State of Arizona, in and for Maricopa County.

8. STOP WORK NOTICE

In the event of unapproved changes in the Project as documented by the Application, performance outside the scope of the Agreement, illegal or unpermitted activities, or other material discrepancies between the Agreement and Grantee's activities, Tourism reserves the right to issue notice to Grantee to stop work. The notice will further specify that Tourism will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of Tourism.

9. PROJECT PERIOD

Tourism agrees to provide funds to the Grantee for approved work activities performed during the term of this Agreement, described as the "Project Period" on the Cover Page of this Agreement. Tourism is not required to provide funds to the Grantee for any work activities initiated after expiration of this Agreement.

10. TERMINATION OF AGREEMENT

- a. Termination for Convenience. Tourism reserves the right to terminate this Agreement in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of written notice of termination, Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Tourism. In the event of termination under this paragraph, all documents, data and reports prepared by Grantee under this Agreement shall become the property of and be delivered to Tourism.
- b. Termination for Cause. Tourism reserves the right to terminate this Agreement in whole or in part due to the failure of Grantee to: (1) comply with any term or condition of this Agreement, including the Guidelines; (2) acquire and maintain all required licenses and permits; (3) correctly use, or represent use of, funds; (4) continue or maintain the Project per the Application; or (5) comply with local, state, or federal law with regard to this grant. Tourism shall provide written notice of the

termination and the reasons for it to Grantee. Tourism may, in its sole discretion, offer the Grantee an opportunity to cure a default within the time period specified by Tourism.

- c. Non-Availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated and/or allocated for the payment of such obligation. If funds are not allocated and/or available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- d. Continuation of Work Activities After Termination. Termination of this Agreement does not prohibit Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of Grantee.

11. CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, Tourism may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Tourism 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 Grantee with respect to the subject matter of the Agreement. The cancellation shall be effective when Grantee receives written notice of the cancellation unless the notice specifies a later time.

12. NON-DISCRIMINATION

- a. The Grantee shall comply with State Executive Orders No. 2023-01, 2023-09, 2009-09 and any and all other applicable Federal and State non-discrimination and equal employment laws, rules and regulations, including the Americans with Disabilities Act.
- b. Pursuant to A.R.S. § 35-393, Grantee hereby represents it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

13. PAYMENTS

- a. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by Tourism. Line item listing of funding is considered an estimate of costs, however, the total Project cost is considered exact and shall not be exceeded by Grantee unless this Agreement is otherwise amended. Funds provided by Tourism to Grantee under this Agreement shall be used to supplement

and not supplant Federal, State, County or local funds that otherwise would be available to Grantee for the Project.

b. Actual cost, reimbursement and advance.

Payments under the Agreement shall be provided in twelve (12) monthly installments and used to execute the Project under the approved Marketing Plan. Tourism has the right to disallow expenses determined, in its sole discretion, inappropriate or unreasonable.

(1) Eligible and non-eligible expenses are listed in the Guidelines. **Grantee is not entitled to use grant funds for grantee costs that have not been listed in the Application and preapproved by Tourism.**

(2) Each Payment is conditioned upon receipt and approval by the Program Coordinator of the task(s) specified in the Application and a payment request form that shall be accompanied by documentation of expenses (receipts, invoices, etc.) that provide reasonable assurance that the goods and services for which payment is requested were actually received and performed. Tourism has the right to disallow expenses determined, in its sole discretion, inappropriate or unreasonable. **Tourism shall have no obligation to make a payment for any payment request form and documentation of expenses submitted to Tourism after the termination date of the agreement.** The Program Coordinator shall have a minimum of thirty (30) days to approve the payment request forms. **If the Program Coordinator determines the payment request form lacks adequate documentation of expenses, Grantee shall provide adequate documentation within thirty (30) days or forfeit any right to payment under the agreement.**

c. If the Program Coordinator determines that Grantee is in default in the performance of any obligation under this Agreement, the Program Coordinator may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

14. RECOUPMENT OF PAYMENTS

Grantee shall reimburse Tourism for all grant funds determined by Tourism to have been spent in violation of the terms of this Agreement.

15. NOTICES

Whenever notice is required to be given to Tourism by Grantee pursuant to this Agreement, such notice shall be in writing and shall be directed to the Program Coordinator(s). If notice is required to be given to Grantee, it shall be given to:

Name: Nikki Taylor

Address: 11490 W. Civic Center Drive

Email: ntaylor@avondaleaz.gov

Phone Number: 623-333-1417

Fax Number: N/A

16. AMENDMENTS

The Agreement shall be modified only through an Agreement Amendment by mutual written consent executed by Tourism and Grantee. Unauthorized changes to this Agreement shall be void and without effect, and Grantee shall not be entitled to any claim under this Agreement based on those changes.

17. SUBCONTRACTS

- a. Subcontractors or consultants may be used in the performance of tasks described in the Application. Grantee shall not enter into any subcontract under this Agreement without consideration for impact on the Project. Grantee shall report to Tourism any subcontract awards or changes that deviate from the Application.
- b. Any subcontractor or consultant providing services or goods under the Application shall comply with the terms and conditions of this Agreement.

18. ASSIGNMENTS

Grantee shall not assign any obligations or benefits under this Agreement to another party without prior written approval of Tourism.

19. SEVERABILITY, CONFLICT OF TERMS

- a. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- b. In the event of conflict of terms between the Agreement, Guidelines, and Application, the Agreement terms shall take precedence over the Guidelines, and the terms of the Guidelines shall take precedence over the Application.

20. FORCE MAJEURE

If, during the term of this Agreement, a major flood, fire, or other force majeure causes substantial interference with Grantee's execution of the Application, Grantee shall notify the Program Coordinator in writing within fifteen (15) calendar days of discovering such interference. The parties shall assess the interference and determine whether to continue or modify the Project.

21. E-VERIFY

If Grantee is an employer as defined in A.R.S. § 23-211(4), Grantee shall register with and participate in the e-verify program. Before receiving the grant funds, Grantee shall provide proof to Tourism that Grantee is registered with and is participating in the e-verify program. If Tourism determines that Grantee is not complying with this section, Tourism shall notify Grantee by certified mail of Tourism's determination of noncompliance and Grantee's right to appeal the determination. On a final determination of noncompliance, Grantee shall repay all monies received as a grant to Tourism within thirty days of the final determination.

22. INTEGRATION

This Agreement constitutes the entire agreement between Tourism and Grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

23. SURVIVABILITY

Notwithstanding anything herein to the contrary, the parties understand and agree that all representations and warranties made by Grantee and all terms and conditions of this Agreement that may require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive the expiration or termination of this Agreement.

24. THIRD PARTY ANTI-TRUST VIOLATIONS

Grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee toward fulfillment of this Agreement.

CONTRACTOR INSURANCE REQUIREMENTS

1. Minimum Scope and Limits of Insurance

Any contractor of Grantee shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of the Agreement.

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

1.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent contractor).

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The contractor's policies, as applicable, shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by Tourism, its agents, officials, employees or the State shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.4.2 Insurance provided by the contractor shall not limit the contractor's liability assumed under the indemnification provisions of the Agreement.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the insurance requirements of the Agreement, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State. Within two (2) business days of receipt, contractor must provide notice to Tourism if they receive

Arizona Office of Tourism
Prop 302 Maricopa County Marketing Grant Program
GRANT AGREEMENT ATTACHMENT A

notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Tourism and shall be mailed, emailed, hand delivered or sent by facsimile transmission to:

Arizona Office of Tourism

Attn: Jenna Lehman

1110 W. Washington St, Suite 155, Phoenix, Arizona, 85007

Email: jlehman@tourism.az.gov

Fax: 602-364-3702

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish Tourism with certificates of insurance (valid ACORD form or equivalent approved by the State) evidencing that contractor has the insurance as required by the Agreement. An authorized representative of the insurer shall sign the certificates.

1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by the Agreement must be in effect at, or prior to, commencement of work under the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by the Agreement shall be sent directly to Tourism. The Project description shall be noted on the certificate of insurance. Tourism reserves the right to require complete copies of all insurance policies required by the Agreement at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. Tourism reserves the right to require, at any time throughout the life of the Agreement, proof from the contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

Tourism, in consultation with Arizona Department of Administration Risk Management division, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of the Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

1.10 Exceptions

In the event the contractor or subcontractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1079-0724 – Accessible Vehicle Use Agreement between the City of Avondale and the Regional Public Transportation Authority (RPTA) – Transfer of ADA minivans for WeRIDE Services

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Kirk L. Beaty, Public Works Director

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

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

STRATEGIC PLAN:

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

The Accessible Vehicle Use Agreement and partnership between the City of Avondale and the Regional Public Transportation Authority (RPTA) is a cost-effective and efficient solution to meet increasing usage trends and expansion of the WeRIDE Microtransit service in Avondale.

PURPOSE:

City Council will consider a request to adopt Resolution 1079-0724 authorizing an Accessible Vehicle Use Agreement between the City of Avondale and the Regional Public Transportation Authority (RPTA) (Contract #106-29-2025-00-MT) relating to the transfer of ADA minivans from the RPTA to the City of Avondale for WeRIDE 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's WeRIDE on-demand microtransit service has quickly become a popular and successful transportation option for residents. This has caused our current contractor, Transdev, to bring in additional vehicles from other properties around the country to meet the growing demand for the microtransit service. As our "turnkey" provider for microtransit service, Transdev could purchase additional dedicated microtransit vehicles for Avondale, but that would increase costs to the city. Instead, Valley Metro has offered to provide four additional wheelchair accessible vehicles not currently being used by their regional paratransit provider. This will increase efficiency, reduce costs, and help WeRIDE meet its growing demand. In addition, these vehicles will help lessen the mileage and maintenance demand on the current WeRIDE fleet by providing a greater number of vehicles for rotation in service.

Valley Metro has offered to provide to the city four (4) slightly used 2022 Chrysler Voyager minivans to be dedicated to the WeRIDE program through a Vehicle Use Agreement. The vehicle types offered by Valley Metro are similar to the vehicles currently used by WeRIDE, so passengers will be familiar with this type of

vehicle. Existing mileage on the vehicles is anywhere between 18,000 – 22,000 miles.

DISCUSSION:

Under the proposed agreement, Valley Metro will transfer four (4) ADA accessible 2022 Chrysler Voyager minivans to the City at no cost to the City, but Valley Metro will retain ownership at the conclusion of the agreement on June 30, 2027, which coincides with the end of the WeRIDE contract with our contractor, Transdev. Avondale will be responsible for any vehicle maintenance costs for the duration of the agreement and the "make-ready" expenses to prepare the vehicles for microtransit service, which include:

- Vehicle wrapping/branding to the WeRIDE standard
- Fold-down passenger seats
- Installation of bicycle racks and bicycle hitches

The total estimated make-ready cost for all four vehicles is \$50,000. These expenses are funded in the FY2025 Public Works Transit Division budget for WeRIDE transit services.

At the conclusion of the agreement, the vehicles will be returned to Valley Metro. The city will ensure the WeRIDE contractor who will be operating the vehicles, Transdev, meets all Valley Metro insurance and maintenance standards requirements.

BUDGET IMPACT:

There is no additional impact on the City budget as expenses related to this agreement are budgeted in the Fiscal Year 2025 Public Works Transit Division budget.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 1079-0724 authorizing an Accessible Vehicle Use Agreement between the City of Avondale and the Regional Public Transportation Authority (RPTA) (Contract #106-29-2025-00-MT) relating to the transfer of ADA minivans from RPTA to the City of Avondale for WeRIDE 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, Matthew Dudley, Suzie Hunter

RESOLUTION NO. 1079-0724

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE ACCESSIBLE VEHICLE USE AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO ACCESSIBLE VEHICLES FOR USE IN THE CITY'S MICROTRANSIT PROGRAM.

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

SECTION 1. The Accessible Vehicle Use Agreement with the Regional Public Transportation Authority relating to accessible vehicles for use in the City's microtransit Program, Contract No. 106-29-2025-00-MT (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 cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 1, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1079-0724

[Agreement]

See following pages.

ACCESSIBLE VEHICLE USE AGREEMENT

BETWEEN

THE CITY OF AVONDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Contract# 106-29-2025-00-MT

THIS ACCESSIBLE VEHICLE USE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2024, by and between the City of Avondale, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "CITY") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as "AGENCY"). CITY and AGENCY are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, CITY has Charter Authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. §§ 11-951, et seq.); and,

WHEREAS, AGENCY is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. §§ 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona AGENCY "may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of its powers granted under A.R.S. §§ 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. §§ 11-951, et seq.); and,

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority,

WHEREAS, AGENCY is willing to provide four accessible vehicles, and CITY is willing to use these vehicles in their microtransit services program in the CITY as detailed in this Agreement; and,

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement unless a different meaning is clearly intended:

"Effective Date" means the date on which rights granted hereunder become operative, as specified in Section 6 hereof.

"Force Majeure" means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes, or similar events.

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement, AGENCY shall provide the use of four (4) accessible vehicles to be operated by the City's microtransit services provider.

SECTION 3. AGENCY'S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, AGENCY, shall:
- a. provide four (4) accessible vehicles for the CITY to use.

SECTION 4. CITY'S OBLIGATIONS:

- 4.1 With respect to the services provided hereunder, CITY, shall:
- a. Maintain the four (4) vehicles in a state of good repair as required by the Fleet Maintenance Plan incorporated as Exhibit A.
 - b. Wrap the vehicle with City-specific program branding to cover any Valley Metro branding.
 - c. Install and be responsible for any associated "make-ready" equipment to include (but not limited to) the following items:
 - I. Rear Bicycle Hitch
 - II. Rear Bicycle Rack

III. Fold Down Seat

IV. Associated Technology (Tablet, Tablet Mount, “Drivecam” system)

- 4.2 Prepare monthly usage and other reports to include (but not limited to):
- a. Monthly usage miles and hours.
 - b. Revenue vehicle status summary detailing in service or out of service, by vehicle, and by day.
 - c. Preventative maintenance performed on a vehicle.
 - d. All vehicle asset information required by Valley Metro Maintenance to maintain its Asset Management System as required by FTA (to be developed as a side procedure).
 - e. Verbal notification to AGENCY within 1 hour of accidents involving injuries with details of injuries. Written reports to the City’s Contractor within 24 hours of occurrence.

SECTION 5. TERM OF AGREEMENT

The term of this Agreement shall be effective June 1, 2024, to June 30, 2027, The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 6. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by the CITY's Council, approved by the AGENCY’s Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel, and may be filed with the CITY's Clerk. The Effective Date of this Agreement is the date first set forth above.

SECTION 7. GENERAL CONDITIONS

7.1 Records and Audit

- a. All books, accounts, reports, files, and other records relating to this Agreement under the custody or control of CITY or its contractors shall

be subject, at all reasonable times, to inspection and audit by AGENCY, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at CITY offices as and when requested by the AGENCY.

7.2 Covenant Against Contingent Fees

- a. Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no city of Congress, no city of the CITY's Council, or the AGENCY's Board of Directors, and no officer, agent, or employee of the CITY or AGENCY has any interest, financially or otherwise, in this Agreement.

7.3 Alteration in Character of Work

- a. Minor alterations in the character of work shall be authorized in writing by the CITY and acknowledged by the AGENCY by letter.

7.4 Termination (and/or Changes in Service)

- a. CITY and AGENCY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.
- b. Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination, AGENCY shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of CITY) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] together with any penalty or costs imposed by other funding sources and any related labor costs (the total of which is hereinafter referred to as "termination costs"). If the CITY has paid the

AGENCY sums in excess of the termination costs, the AGENCY shall refund the excess; if the CITY has paid the AGENCY an amount less than the termination costs, then the CITY shall pay to AGENCY an amount equal to the difference between the termination costs and the amount that CITY already has paid under this Agreement. Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding. Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. AGREEMENT NON-ASSIGNABLE

AGENCY may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of CITY, which may be granted or withheld by CITY in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of AGENCY CITY shall indemnify, defend, save, and hold the indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CITY or any of its owners, officers, directors, agents, contractor or employees, including employees from the AGENCY assigned to work full time for CITY.

It is agreed that CITY will be responsible for primary loss investigation, defense, and judgment costs.

SECTION 11. INSURANCE

- 11.1 CITY, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. CITY is responsible for paying any deductibles or self-insured retentions, which shall be disclosed on the certificates of insurance. For each policy required under this Agreement, AGENCY must be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and CITY will provide AGENCY with a waiver of subrogation against AGENCY. Failure of AGENCY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from the evidence provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.
- 11.2. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least 30 days prior written notice is provided to AGENCY.
- 11.3. If CITY requires that its contractors or subcontractors maintain the insurance coverage required by this Agreement, then the contractor or subcontractor's insurance shall be primary insurance. Otherwise, CITY's insurance shall be primary insurance.
- 11.4. All contractors and subcontractors of every tier that are to be involved in this Agreement must either be covered by CITY's insurance policies or CITY must obtain evidence of insurance from each subcontractor at the same minimum limits and coverages as requested by AGENCY.
- 11.5. Commercial General Liability - CITY will maintain in force the following minimum commercial general liability insurance; \$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury, death and property damage, personal and advertising injury, and products/completed operations.
- 11.6. Commercial Automobile Liability - CITY will maintain the following

minimum business auto liability insurance limits; \$1,000,000 combined single limit per accident. Coverage must be for "any auto", which includes all owned autos, hired and leased autos, and non-owned autos.

- 11.7. Commercial Auto Physical Damage Coverage - CITY must insure buses and vehicles in their care, custody and control against risks of direct physical loss or damage, including comprehensive coverage and collision. Coverage must include temporary replacement vehicle expenses, temporary transportation rental expenses and towing, storage and debris removal expenses. Recovery shall be on an actual cash value basis. CITY is responsible for any deductibles or self-insured retentions.
- 11.8. Workers' Compensation and Employers' Liability Insurance - CITY will maintain the following minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of services and employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 11.9. Excess Liability Insurance Requirements - CITY will maintain the following minimum of excess liability limits over the commercial general liability limits, auto liability limits, and employers' liability limits: \$10,000,000 per occurrence with a \$10,000,000 aggregate.

SECTION 12. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition, or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and

diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 13. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to AGENCY's Chief Executive Officer and a representative designated by CITY. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the AGENCY Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 14. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for AGENCY:

Regional Public Transportation Authority
Deputy Chief, Bus & Paratransit
Operations
4600 E. Washington St., Suite 101,
Phoenix, AZ 85034

With a copy to:

Regional Public Transportation Authority
Chief Legal Officer
101 N. 1st Ave., Suite 1400
Phoenix, AZ 85003

If intended for City:

City of Avondale
Attention: City Manager
11465 West. Civic Center Drive
Avondale, Arizona 85323

and to:

City's Public Transit Department
11465 West. Civic Center Drive
Avondale Arizona 85323

Notice shall be deemed received at the time it is personally served or on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in the Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by email transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by email transmission.

SECTION 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both AGENCY and CITY, approved as to form by the City Attorney, and may be filed with the CITY's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 16. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written

agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 17. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 20. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on AGENCY and CITY and their respective successors and permitted assigns.

SECTION 21. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 22. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 23. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 24. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all related agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 25. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement and each of its provisions, exhibits, terms, and conditions have been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared, or drafted by any particular Party and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 26. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of AGENCY and CITY alone, and no other person shall claim any implied right, benefit, or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established under this Agreement.

SECTION 27. LEGAL AUTHORITY

Nothing contained herein shall be construed as expanding or limiting the Parties' statutory authority.

SECTION 28. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211- § 23-214

AGENCY understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. CITY shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that CITY and its subcontractors comply with the provisions of this Section, AGENCY shall have the right to inspect the personnel and related records and papers of CITY and of its subcontractors pertaining to individuals performing work under this Agreement. Further, CITY is prohibited by A.R.S. § 41-

4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, CITY shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, CITY and each of CITY's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 Warrant of Compliance

- a. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

29.2 Breach of Warranty

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

29.3 Right to Inspect

- a. Both Parties retain the legal right to inspect the papers of any employee who works on this Agreement or subcontract to ensure compliance with the warranty given above.

29.4 Random Verification

- a. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

29.5 Federal Employment Verification Provisions-No Material Breach

- a. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification

provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23- 214(A).

29.6 Inclusion of Article in Other Contracts

- a. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 30. CIVIL RIGHTS

The parties agree that as a condition of this Agreement, they will each comply with all applicable federal, state, and local civil rights laws and regulations in accordance with applicable directives, except to the extent that the proper authority determines otherwise in writing.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with the Parties' fiscal year budget processes, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

SCHEDULE "A" SCOPE OF WORK

Attachment "A" List of Vehicles

Attachment "B" Fleet Maintenance Plan

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

CITY OF AVONDALE

By: _____
Kenneth Weise, Mayor

By: _____
Marcella Sarmiento, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

Nicholle Harris
City Attorney

Michael Wawro,
Chief Legal Officer for RPTA

ATTACHMENT "A"- VEHICLES AND EQUIPMENT

Partar #	Owner	Description	Manufacturer ID	In-Service Date	MFG Year	Model	Fuel Type	Life Miles	ULB (Year	Remaining
315	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	19281	/100,000 n	80719
318	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	22662	/100,000 n	77338
319	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	20869	/100,000 n	79131
324	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	18887	/100,000 n	81113

ATTACHMENT "B"- FLEET MAINTENANCE PLAN

Plan Purpose

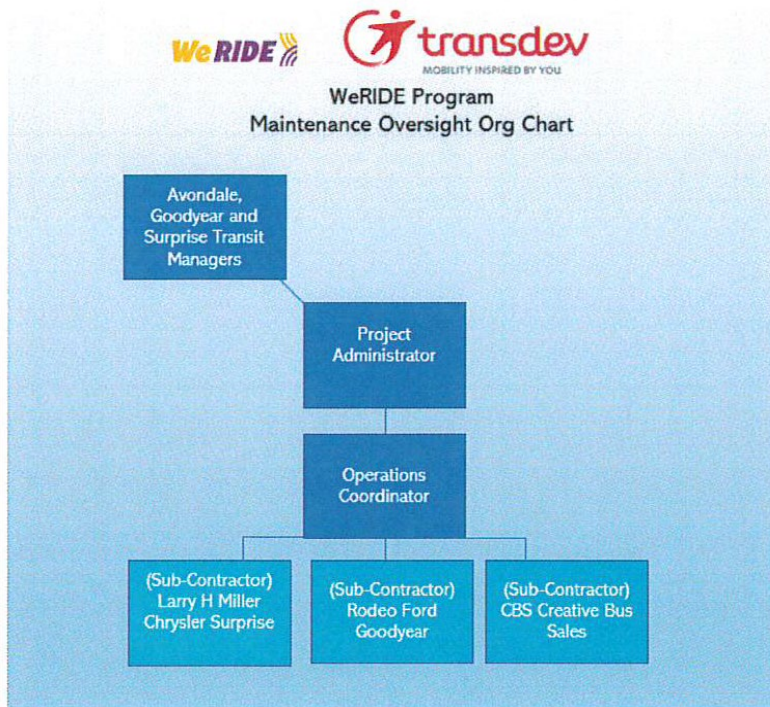
The purpose of the Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines to be used as a basis and reference to ensure the highest quality Maintenance Program, and to maintain a fleet without missing any runs and have as few road calls as possible. In doing so, provide safe, clean, and dependable equipment at the lowest cost possible. Further, this document is to provide guidance to the Maintenance and Operations contractor employed by Transdev and for Maintenance Sub Contractors for the provision of services to the WeRIDE Program. All information, standards, and guidance provided are the responsibility of Transdev.

With the development of this maintenance plan, Transdev's concern for the safety of its staff, fleet and community members has developed this maintenance plan. This is a living document that will be updated on an "as needed" basis and reviewed annually for compliance to new rules, regulations and laws, in collaboration with the member cities.

This plan is designed to monitor the Key Performance Indicators (KPI). In addition this plans ultimate goal is to extend the life of the WeRIDE vehicles. Transdev strives to be proactive, implement tracking mechanisms and processes to increase miles between road-calls, Client maintenance inspections and improve the vehicle maintenance overall. Transdev monitors Key Performance Indicators, (KPI) which we have developed, such as miles between road calls, and vehicle cleaning satisfaction rating. These indicators help extend the current useful fleet life. In addition the program is designed to be and stay proactive with on-going preventive maintenance.

Key Contract Staffing To Support Plan

As the WeRIDE Program does not have a maintenance shop facility, all maintenance services are rendered 100% offsite utilizing local trusted vendors. It is the responsibility of the Service Operations Coordinator/ Manager to schedule all vehicle repairs and preventive maintenance inspections under the full oversight of the Project Administrator. Below outlines an organizational structure of Maintenance Oversight:



Road Calls

The objective is to meet and exceed the contractual requirement goals for miles between road calls. This will keep the vehicle on the road throughout its route, keep our customers and operators happy and satisfied with the service that is provided.

1. Vehicles that fail in service, also known as a Road Call, must be returned to the garage, diagnosed, and repaired.
2. These repairs must be documented on the Road Call Report.
3. Operator comments on vehicles (DVIR) which are returned at Operator check-out will be reviewed on a nightly basis for any necessary repairs and defects.
4. All accessible features of buses are always to be maintained in proper working condition. Any failures of accessible equipment are to be promptly repaired.

Road Calls are defined as any time an Operations Supervisor, Stand By Operator, etc. is dispatched to repair or replace a vehicle that is in revenue service. This includes but is not limited to mechanical breakdowns, accidents, swaps for PMI service, bodily fluid spills, vehicles deemed unsuitable for service by Operator observations, etc. Information from the Road Call Data shall be disseminated with explanations for each loss of service road call and how these failures are being addressed so that they do not continue to occur. These explanations shall be put together into a monthly Road Call report upon request. Our goal is 6,000 miles between Road Calls which is the standard utilized at other Transdev Locations.

The road calls will be analyzed daily to identify repeat road calls, possible maintenance trends, manufactures issues. These items will be diagnosed and repairs using the "3 C's" Compliant, Cause and Correction format. This will help in determining root cause issues, fleet defects and any other anomalies that may occur.

All road-calls will be documented in "Hexagon".

Road Call Form Example

MICROTRANSIT OPERATIONS REPORT OF A ROAD CALL

Recorded By: _____	Date: _____	
Date: _____	Time: _____	Vehicle: _____
Operator: _____	Route: _____	Garage: _____
Passengers Onboard: _____		
Location of Vehicle: _____		
Nature of Mechanical Remarks:		

Vehicle Exchange Remarks:		

<u>MAINTENANCE USE ONLY</u>		
Maintenance Remarks:		

PO Number (If Applicable) _____	Project Admin _____	

Vehicle Exchanges

We all realize that service calls and vehicle exchanges are common to the transportation industry. Transdev understands that these can be major inconveniences for our customers and client that depends on the service.

When a service call is made into Dispatch, the Operations Manager or Project Administrator will determine as to whether it is safe to have the vehicle driven back or require an immediate tow. The Regional Director of Maintenance for Transdev may also be contacted under certain circumstances for guidance and approval.

Maintenance Inspection Compliance (PMI)

PM Intervals consist of:

(A), 5000-mile PMI (B), 35,000-mile PMI (C) 60,000-miles. These are the PMIs regularly scheduled to capture any defects and repair them. Service all aspects of the vehicle thus reducing premature wear of the vehicle components. Protecting Transdev and Client investments. Every service consists of an A inspection. At 35,000 a transmission servicing will occur. At 60,000 a complete tune up and AC servicing will occur.

Transdev strives for excellence our company goal is 100% PM compliance.

PM inspections and services should be performed at the required scheduled intervals. Using Infor HEXAGON for accurate tracking of PM compliance. Daily review of upcoming PMI's, Inspections will be forecasted a week at a time to ensure no vehicle exceeds the mileage and days interval. This KPI will be monitored daily, weekly, and monthly.

PM inspections are scheduled to provide an opportunity to detect and repair damage or wear conditions before major repairs are necessary. All PMI inspections are handled offsite at Rodeo Ford for Avondale and Goodyear. All Surprise PMI inspections are handled offsite at Larry H Miller Chrysler in Surprise. Both locations allow for minimal maintenance deadhead and are located within 3 miles of both facilities providing convenient access. Transdev has been assigned a dedicated Service Advisor for both Ford and Chrysler whom we interview prior to being authorized to work on our equipment.

Mechanical Defect repairs are captured during the PM inspection and **ALL OOS / CLIENT OOS & DOT SAFETY RELATED** items are required to be repaired before the vehicle is returned to service. Any non- safety related defects requiring parts ordered or deferred for any non-safety related repaired is to be scheduled and repaired before the next PM. It is our practice to repair ALL mechanical defect before the vehicle leaves the maintenance vendor.

Following the PMI that was performed, the vehicle will receive the following immediate maintenance.

- Vehicles are cleaned after the inspection. This includes interior and exterior deep cleaning.
- Previous defect reports are reviewed to determine areas for special attention to include body damage.
- Inspection should include all major systems, such as engine, A/C, windows, transmission, doors, chassis, seating, and wheelchair lifts.
- Lubrication and change of various fluids will be performed at this time.
- Oil analysis to be taken.

Example of PMI Checklist Utilized

 Inspection Form		Pass/ Done	Caution	Fail	Not Done
Earnhardt EXPRESS Service Inspection PX					
Time and/or Mileage Based Recommendations					
Non-visual inspection based upon time/mileage of vehicle					
Inspect Lighting					
Inspect instrument cluster warning lamps					
Inspect headlight low and high beam operation					
Inspect fog/driving lights (if equipped)					
Inspect taillight, turn signal, side marker, and license plate lights					
Inspect brake light operation					
Inspect hazard light operation					
Inspect reverse light operation					
Inspect dash and interior lights					
Inspect Components					
Check horn operation					
Inspect windshield for cracks, chips and pitting					
Inspect wiper and washer operation					
Inspect wiper blades					
Inspect heating and air conditioning operation					
Inspect Under Hood Fluid Levels, Condition					
Check engine oil level and condition					
Check transmission fluid level and condition (if applicable)					
Check brake fluid level and condition					
Check engine coolant level and condition					

RO#: 556296

Rodeo Ford
13680 W Test Dr Goodyear, AZ • (623) 298-3950 • www.RodeoFordAZ.com

1

Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
Check power steering fluid level and condition (if applicable)				
Fill windshield washer fluid				
Inspect Under Hood Components				
Check hood strut(s)				
Perform battery performance test				
Inspect battery terminals and cables				
Inspect air cleaner element				
Inspect cabin air (HEPA/micro) filter (in applicable vehicles)				
Inspect drive belts				
Inspect all hoses and clamps				
Measure Tire Tread Dept: Pass: 6/32" or greater Caution: 4/32" - 5/32" Fail: 3/32" or less				
Measure & Inspect Tires				
LF Tire Tread Depth				
LF Tire Pressure				
LF Tire Speed Rating				
LF Tire Load Rating				
LF Tire DOT #: PASS: Tire age less than 5 years CAUTION: Tire age between 5 - 10 years FAIL: Tire age exceeds 10 years				
RF Tire Tread Depth				
RF Tire Pressure				
RF Tire Speed Rating				
RF Tire Load Rating				

Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
RF Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
LR Tire Tread Depth				
LR Tire Pressure				
LR Tire Speed Rating				
LR Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
LR Tire Load Rating				
RR Tire Tread Depth				
RR Tire Pressure				
RR Tire Speed Rating				
RR Tire Load Rating				
RR Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
Evaluate overall tire wear and condition				
Measure and Inspect Brake Pads and Condition:				
Pass: 6 mm and greater				
Caution: 4 mm - 5 mm				
Fail: 3 mm or less				
Measure front brake pads				
Measure rear brake pads/shoes				
Inspect brake system components				
Inspect drive train fluid Levels, condition and leaks				
Inspect front differential condition and check for leaks (if applicable)				
Inspect rear differential condition and check for leaks (if applicable)				
Inspect transfer case condition and check for leaks (if applicable)				

RO#: 556296

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3

Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
Visually Inspect Under Vehicle Components				
Inspect fuel tank, lines, and connections				
Inspect exhaust system for leaks, damage, and loose parts				
Inspect engine mounts				
Inspect transmission mounts				
Inspect steering components				
Inspect sway bar components				
Inspect front suspension components				
Inspect rear suspension components				
Inspect axles, driveshaft and CV joints/boots				
Inspect for fluid leaks				
Inspect engine for oil leaks				
Inspect cooling system for leaks				
Inspect brake system for leaks				
Inspect transmission for leaks				
Inspect steering system for leaks				

Example of Inspection Report Provided Post PMI

Package Results

Earnhardt Quik Service Inspection P

Cautioned Task	Observation	Recommendation	Done
LF Tire Tread Depth	Left front tire tread measures 4/32"		
LR Tire Tread Depth	Left rear tire tread measures 4/32"		
RF Tire Tread Depth	Right front tire tread measures 4/32"		
RR Tire Tread Depth	Right rear tire tread measures 4/32"		

Passed Task	Observation	Recommendation	Done
LF Tire Pressure	LF Tire pressure was set to: 33		
RF Tire Pressure	RF Tire pressure was set to: 33		
LR Tire Pressure	LR Tire pressure was set to: 33		
RR Tire Pressure	RR Tire pressure was set to: 33		
Fill windshield washer fluid	Found washer fluid level low; Filled to proper level		
Measure rear brake pads/shoes	5 mm		
Measure front brake pads	6 mm		

Passed Tasks

- ✓ LF Tire Pressure
- ✓ RR Tire Pressure
- ✓ Inspect engine mounts
- ✓ Inspect air cleaner element
- ✓ Check brake fluid level and condition
- ✓ Inspect brake light operation
- ✓ Inspect headlight low and high beam operation
- ✓ Inspect heating and air conditioning operation
- ✓ Measure front brake pads
- ✓ Perform battery performance test
- ✓ Inspect all hoses and clamps

- ✓ RF Tire Pressure
- ✓ Inspect exhaust system for leaks, damage, and loose parts
- ✓ Inspect transmission mounts
- ✓ Fill windshield washer fluid
- ✓ Check transmission fluid level and condition (if applicable)
- ✓ Inspect reverse light operation
- ✓ Inspect wiper and washer operation
- ✓ Inspect dash and interior lights
- ✓ Inspect brake system components
- ✓ Inspect battery terminals and cables
- ✓ Inspect steering components

- ✓ LR Tire Pressure
- ✓ Inspect axles, driveshaft and CV joints/boots
- ✓ Inspect fuel tank, lines, and connections
- ✓ Check engine oil level and condition
- ✓ Inspect hazard light operation
- ✓ Inspect taillight, turn signal, side marker, and license plate lights
- ✓ Check horn operation
- ✓ Measure rear brake pads/shoes
- ✓ Inspect instrument cluster warning lamps
- ✓ Inspect drive belts
- ✓ Inspect front suspension components

- ✓ Inspect rear suspension components
- ✓ Inspect brake system for leaks
- ✓ Inspect sway bar components
- ✓ Non-visual inspection based upon time/mileage of vehicle

- ✓ Inspect engine for oil leaks
- ✓ Inspect cooling system for leaks
- ✓ Check hood strut(s)

- ✓ Inspect transmission for leaks
- ✓ Inspect fog/driving lights (if equipped)
- ✓ Inspect wiper blades

Not Applicable / Not Done Tasks

LF Tire Load Rating

⊘

LF Tire Speed Rating

⊘

LF Tire DOT #:

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

RF Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

LR Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

RR Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

Check power steering fluid level and condition

⊘

Inspect cabin air (HEPA/micro) filter (in applicable vehicles)

⊘

RF Tire Load Rating

⊘

RR Tire Load Rating

⊘

RF Tire Speed Rating

⊘

RR Tire Speed Rating

⊘

Vehicle Quality Assurance

Transdev understands the physical condition of vehicles after all service and repair operations are completed is an accurate indicator of the service provided to the passenger. Conditions that will be evaluated are:

- Interior and exterior cleanliness.
- Propulsion system fluid levels, such as engine and transmission fluid and cooling system fluid levels.
- Tire pressure and tread depth.
- Interior and exterior lights.
- Mirrors and windshield wiper.
- Door operation.
- Interior and exterior body conditions including windows, floors, seats, and body panels.
- ADA Accessible equipment.

Daily Vehicle Cleaning and Fueling

Transdev understands that the Operators are the first line in capturing any defects, anomalies, leaks etc. Properly training the staff enabling them to correctly identify maintenance related items.

The below tasks will be performed daily. All Operators will be trained; a checklist will be given for each vehicle for the below items. This will ensure that all vehicles are serviced. This will be reviewed every night by the Operations Supervisor to avoid any vehicles not getting serviced properly.

- Vehicle Fueled at Quick Trip Designated Location.
- Cash Boxes Vaulted.
- Engine Coolant, Oil and Wiper Fluids Checked.
- Fuel added.
- Transmission Fluid Level Checked.
- Front and Rear Tires Tread Depth Checked, Including Foreign Objects (i.e., nails).
- Graffiti and Seat Tear Inspection.
- Full Body Damage Check.
- Light and Bulb Check.
- Literature Stock.
- Sanitizer and PPE Stock.
- Wipes Down Interior Utilizing MSDS/ OSHA Approved Multi-Purpose and Window Spray. This Includes Dash, Seats, Handles, Steering Compartment and High Touch Points.
- Empties Trash Receptacles.
- If ADA Vehicle, Sweeps and Mops Interior. If NON ADA, Vacuums Interior.
- Dusts Exterior Using Feather Duster.
- All Defects Observed Are Reported For Correction.
- Vehicle Is Parked In Assigned Parking Stall.

Example of Vehicle Cleaning Checklist



Service Operations

Vehicle Cleaning Verification Checkoff

Vehicle #: _____ Route#: _____ Operator: _____

Location: WeRIDE Ops Facility (FLITE), MOSC Public Works Yard, NWV Surprise Ops

	Yes	No
1. Cleaned dashboard	_____	_____
2. Wipe down the seats	_____	_____
3. Cleaned the floors (ADA Vans to Be Mopped)	_____	_____
4. Dust outside of vehicle	_____	_____
5. Clean windows (using Windex)	_____	_____
6. Checked literature (brochures)	_____	_____
7. Operators being relieved must check their vehicles for trash	_____	_____

***I attest the following is true and that I went through and cleaned
the vehicle that has been assigned to me. I understand that failure
to properly clean and disinfect the vehicle can be subjective to disciplinary action.***

SIGN: _____

DATE: _____

Daily Vehicle Inspection Reports (DVIR)

All Operators will complete a Daily Vehicle Inspection Report (DVIR) that is accustomed to a van fleet during their pre-trip inspection. As our Operators are trained to identify defects, such items will be reported on the DVIR form. DVIR forms are turned into Dispatch on a nightly basis where the Operations Supervisor will review closely for any defects to be recorded for repair. The Operations Manager reviews any reported defects the following morning to schedule all repairs accordingly. In the event a defect is reported deeming a vehicle unsafe to operate, the Operations Supervisor will down the vehicle until the necessary repairs have been made.

The below items will be checked as part of the pre-trip inspection.

- Brakes.
- Steering.
- Horn.
- Turn Signals.
- Lights (high and low).
- Wiper Blades and Wiper Fluids.
- All Glass and Mirrors, Including Securement.
- Modesty Panels.
- Seats and Seatbelts.
- Head and Arm Rests.
- Radio Operation.
- AC Operation.
- Passenger and Driver Door Operation.
- Backup Alarms.
- All Gages.
- ADA Ramp.
- ADA Flip Seat.
- ADA Tie Downs and Seatbelts.
- Belt Cutter.
- Literature Check.
- Sanitizer Check.
- Decal Check.
- Bike Rack.

Example of Daily Vehicle Inspection Reports (DVIR)

VEHICLE INSPECTION

BUS #: _____ CONTRACT #: _____ DATE: _____ Veh HT: _____

I indicate by signature that I have reviewed the previous operator's vehicle inspection report.

Operator Name (print): _____ Operator Signature: _____

End Miles: _____ Beginning Miles: _____ Miles Driven: _____

End Time: _____ Beginning Time: _____ Time Worked: _____

Inspect all items on DVIR. Use "OK" if no defects found; use "X" if defect is found; use "NA" if not applicable. Turn in daily.



Please circle damaged areas

VEHICLE EXTERIOR CHECKS

- ☐ All lights & lenses*
- ☐ Turn signals & 4-way flashers*
- ☐ Windshield wipers & washers
- ☐ Door operation, seals intact/tight
- ☐ Emergency door/windows/alarm
- ☐ Tires, wheels & Lugnuts*
- ☐ Glass & Mirrors*
- ☐ Body damage lettering
- ☐ Under vehicle leaks*
- ☐ Advertising signs securement
- ☐ Lift door folds back
- ☐ Passenger lift operation
- ☐ Fluid Leaks - Puddles under Vehicle
- ☐ Tire Condition
- ☐ Windshield
- ☐ * (Clean, No Chips or Cracks)
- ☐ Windows
- ☐ * (Clean, No Chips or Cracks)
- ☐ Mirrors
- ☐ * (No Visible Damage)
- ☐ Body Damage Assessment
- ☐ Body Exterior Clean
- ☐ Door Operation
- ☐ Driver Step Check
- ☐ Passenger Step Check

BRAKE SYSTEM CHECKS

- ☐ (HYD/VAC)
- ☐ ABS Light
- ☐ Brake Test (pump 3 times, hold and start engine)
- ☐ Brake pedal height (applied)

SAFETY EQUIPMENT

- ☐ Back Up/Reverse Camera
- ☐ * (Operation in Reverse ONLY, Clear View behind Van)
- ☐ DriveCam
- ☐ * (Steady Green Light Must Be Illuminated, lens clear and properly aimed)
- ☐ Rear Proximity Alert
- ☐ * (Audible Alarm)
- ☐ Fire Extinguisher
- ☐ * (Charged in green, Securely Mounted)
- ☐ Emergency Triangles
- ☐ Orange Traffic Cone
- ☐ Blood-borne Pathogen Clean-Up Kit
- ☐ Seat Belt Cutter
- ☐ Mobiles
- ☐ * (Securely Mounted, Green Light Visible)
- ☐ * (Windshield View Clear)

VEHICLE INTERIOR CHECKS

- ☐ Speedometer/tachometer/instruments
- ☐ Heaters, defroster & ventilation
- ☐ All Gauges*
- ☐ Horn/dashlights/h/h/o indicator*
- ☐ Interior lights
- ☐ Operator seat operation & belts
- ☐ Pass. seat securement & covering
- ☐ Hand rail/modesty panels
- ☐ All required emergency equipment
- ☐ Exhaust noise
- ☐ DriveCam
- ☐ Steering operation
- ☐ Air conditioner
- ☐ Wheelchair securement straps & covers
- ☐ Two-way radio operation
- ☐ Backup alarm
- ☐ Veh. documentation/certification
- ☐ Mobile data terminal
- ☐ Fuel Gauge Reads Full

- ☐ Parking Brake
- ☐ Horn
- ☐ Windshield Wipers/Washers
- ☐ Defroster Functions at Each Speed
- ☐ Front & Rear Cabin Heat & A/C
- ☐ Flooring Condition
- ☐ Dash Gauges
- ☐ Securement Tracks Clean
- ☐ Seats & Seat Cushions
- ☐ * (Clean, Secure, Springs Not Broken & Not Torn)
- ☐ Driver Seat Belt
- ☐ Passenger Seat Belts
- ☐ Steering Wheel Mechanism
- ☐ Gear Shift Mechanism
- ☐ Brake Pedal
- ☐ Cabin Interior Clean
- ☐ Interior Lights
- ☐ Stanchions & Hand Rails
- ☐ * Tight, padding intact, no missing or loose screws

DOCUMENTATION

- ☐ Accident Package
- ☐ Current Registration & Insurance
- ☐ Customer Guide
- ☐ Map Book
- ☐ Title VI Signage Posted
- ☐ EZ Pass

WHEELCHAIR LIFT

- ☐ Lift Operates Properly Electrically
- ☐ Lift Operates Properly Manually
- ☐ Lift Interlock Operates Correctly (Full Five Step Test Process)
- ☐ * Outer roll-stop
- ☐ * Inner roll-stop
- ☐ * Threshold plate Alarm
- ☐ * Manual Pump
- ☐ * Fold Pressure
- ☐ Lift Siren/Alarm
- ☐ Lift compartment leaks

SECUREMENT ITEMS (RECORD THE QUANTITY)

- ☐ Lap Belts
- ☐ Shoulder Belts
- ☐ Tie Downs
- ☐ Web Loops
- ☐ Regular Extension Belts
- ☐ Wheelchair Extension Belts

COMMUNICATION

- ☐ Ranger
- ☐ * Log In
- ☐ PTT Radio
- ☐ * Confirm Operation

LIGHTS

- ☐ Master Switch On
- ☐ Headlights
- ☐ * (High & Low Beams)
- ☐ Clearance Lights Operational
- ☐ Roof Strobe Light Functional
- ☐ Turn Signals
- ☐ * (Including High Mount)
- ☐ Brake Lights
- ☐ * (Including High Mount)
- ☐ Back Up/Reverse Lights
- ☐ * (Back up alarm)
- ☐ Park System Flash Mode
- ☐ * (Four Way Flashers On)

*Indicates items to be checked on a "Mini Pre-Trip" inspection.

Operator Comments: _____

Technician's Comments: _____

Technician's Signature: _____ Date: _____

467591FT-DVIR-WMATA

Vehicle Washing

All vehicles have an adhesive wrap to brand the WeRIDE Program. As recommended by the wrap vendor, all vehicles are washed bi-weekly at Super Star Car Wash on Fridays. The Operations Supervisor will be required to meet each Operator to unlock and remove the SARIS bike rack before the vehicle enters the wash.

Warranty Repairs

As a majority of the WeRIDE Fleet is newer to mid-life, certain vehicle parts may be covered under factory warranty. All warranty repairs will be sent to the designated dealership based on the vehicle type (i.e., Braun Ability goes to Creative Bus Sales for door roller repair). All warranty repairs will be tracked in Hexagon.

ADA Maintenance

ADA ramp malfunctions, the vehicle shall immediately be taken out of service, and repaired prior to being returned to service. All Data is entered into HEXAGON. No vehicle will be released into service with an inoperable ADA ramp.

ITEM NUMBER: 4.h.

SUBJECT: Map of Dedication for Entrada – Broadway Road – Application PL-23-0168

MEETING DATE: 7/1/2024

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 by Daniel Auxier of EPS Group Inc., on behalf of Tyler Champlin of Meritage Homes for (a) approval of Application PL-23-0168, a Map of Dedication for Entrada – Broadway 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:

The subject property, located on the north side of Broadway Road and west of 107th Avenue, is approximately 1.47 acres in size and is exclusively comprised of right-of-way to be dedicated to the City of Avondale. The City annexed the property in August 2020 and rezoned it from Agricultural (AG) to Entrada Planned Area Development (PAD). The property is designated as Medium Density Residential and Local Commercial Land use in the Avondale General Plan.

DISCUSSION:

The applicant is requesting approval of the Map of Dedication (MOD) for construction of the Broadway Road street improvements along Entrada's project frontage. The MOD includes a dedication to the City of an additional 10-feet of right-of-way along Broadway Road for a total of 50-feet of right-of-way.

The proposed MOD 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.

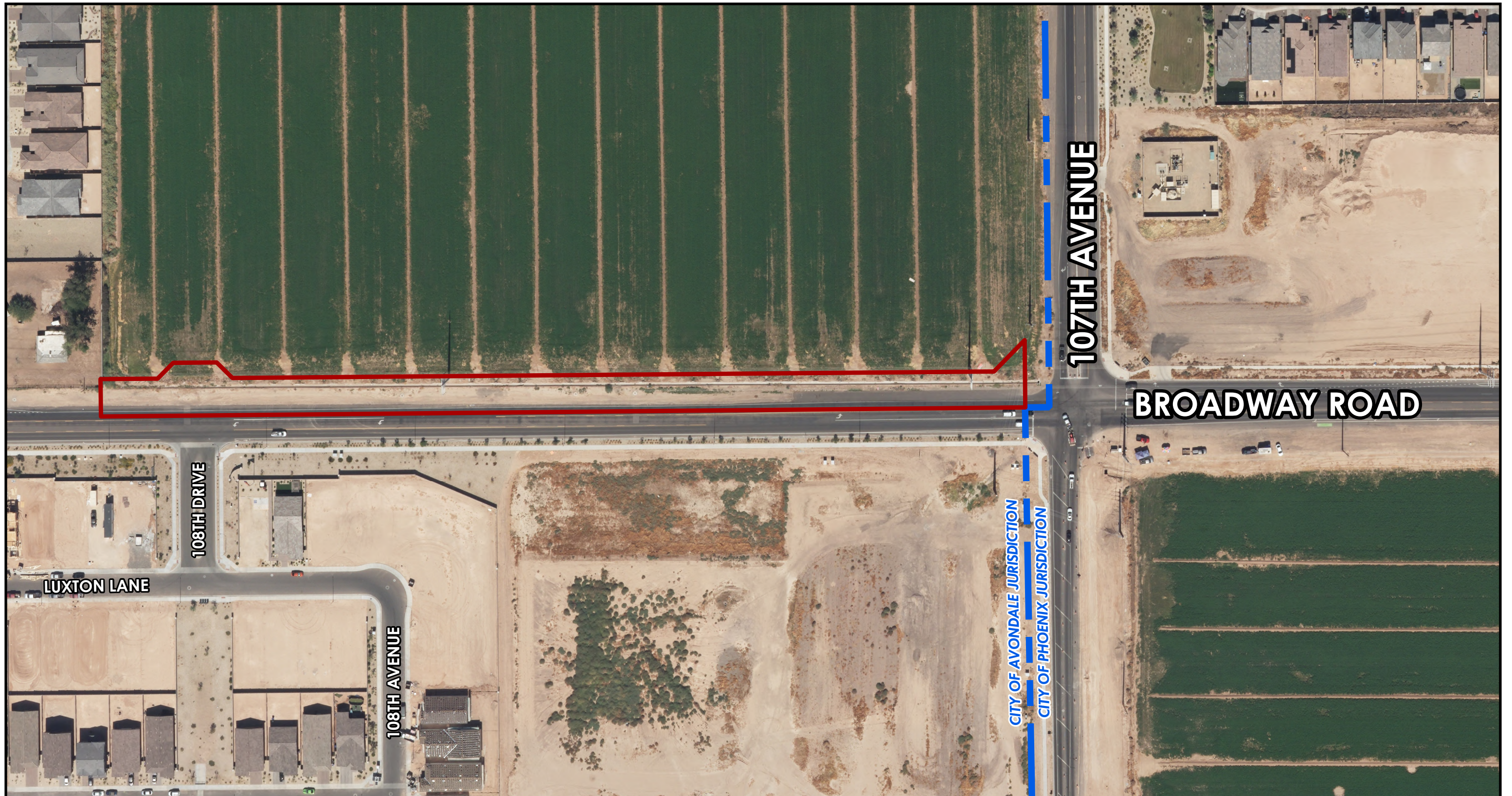
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve the Map of Dedication for Entrada – Broadway Road, Application PL-23-0168, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Natalie Railey



Vicinity Map



 Subject Parcel

Not to Scale



MAP OF DEDICATION

"Entrada - Broadway Road"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER MERIDIAN,
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION AND SIM REG ENTRADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS HEREBY PUBLISH THIS MAP OF DEDICATION FOR "ENTRADA - BROADWAY ROAD" LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF EACH OF THE STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT THE STREETS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. THE OWNERS, AS LISTED ABOVE, HEREBY DEDICATE IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH. THE RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF: MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIRMED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS DAY OF _____, 2024.

BY: MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

OWNER/AUTHORIZED SIGNER

TITLE

IN WITNESS WHEREOF: SIM REG ENTRADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIRMED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS DAY OF _____, 2024.

BY: SIM REG ENTRADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

OWNER/AUTHORIZED SIGNER

TITLE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2023, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

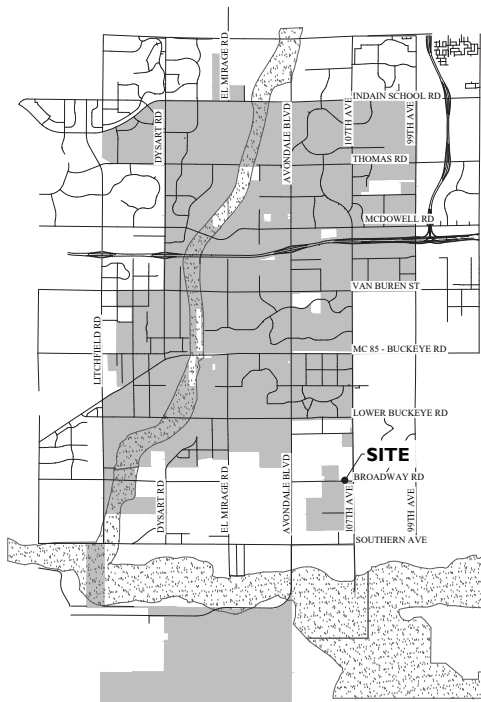
STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2023, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF SIM REG ENTRADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:



KEY MAP

- SECTION CORNER (AS NOTED)
- SUBDIVISION BOUNDARY CORNER
- SET 1/2" REBAR WITH CAP (LS 37495)
- UNLESS OTHERWISE NOTED
- CENTERLINE MONUMENT (TO BE SET BY OTHERS)
- RIGHT OF WAY
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY
- MARICOPA COUNTY RECORD
- BOUNDARY LINE
- RIGHT OF WAY LINE
- CENTER LINE
- SECTION LINE
- RIGHT OF WAY LINE
- PARCEL LINE
- EASEMENT LINE

OWNER

MERITAGE HOMES OF ARIZONA, INC.
8800 E. RAINBOW DRIVE, SUITE 300
SCOTTSDALE, ARIZONA 85260
TEL: (480) 515-8539
CONTACT: TYLER CHAMPLIN

OWNER

SIM REG ENTRADA, LLC
8901 E. RAINBOW DRIVE, SUITE 140
SCOTTSDALE, AZ 85260

SURVEYOR

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, R.L.S.
EMAIL: robert.johnston@epsgruppinc.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: TINO QUINTANA, P.E.
EMAIL: tino.quintana@epsgruppinc.com

SHEET INDEX

- 1 COVER SHEET
- 2 PAT. LINE TABLE AND LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION		
STREET CLASSIFICATION	AREA (SF)	AREA (ACRES)
LOCAL	---	---
COLLECTOR	---	---
ARTERIAL	64,188	1.4735

BENCHMARK

CITY OF AVONDALE SURVEY CONTROL MONUMENTS
NAME: BWAY 107
NAVD83 ELEV= 973.937
NAD83 NORTHING: 875901.57
NAD83 EASTING: 586358.48
NAD83 HORIZONTAL CONTROL DISK, STAMPED BWAY 107 2006
IN A CONCRETE POST LEVEL WITH GROUND APPROXIMATELY 83'
EAST OF AND 304.65' NORTH OF THE SE CORNER OF SECTION 19,
T1N, R1E, BEING THE CENTERLINE INTERSECTION OF BROADWAY
ROAD AND 107TH AVENUE

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2024.

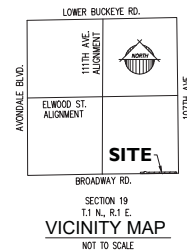
MAYOR _____ DATE _____
ATTEST, CITY CLERK _____ DATE _____
CITY ENGINEER _____ DATE _____

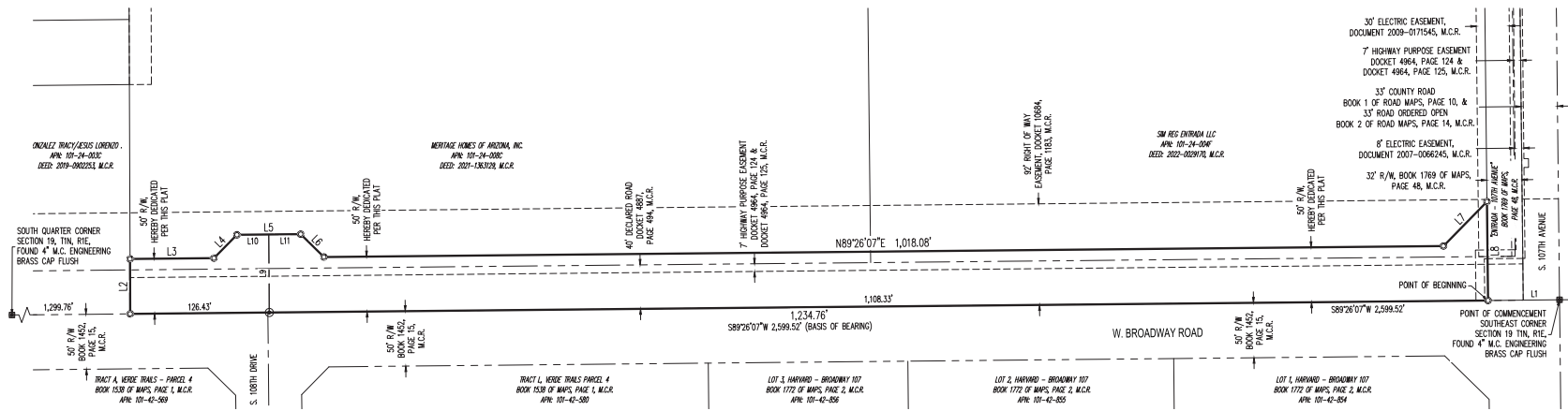
SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL 2024. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED.

REGISTERED LAND SURVEYOR

DATE:





LEGAL DESCRIPTION

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-INCH MARICOPA COUNTY BRASS CAP FLUSH AT THE SOUTHEAST CORNER OF SAID SECTION 19, FROM WHICH A 4-INCH MARICOPA COUNTY BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEARS SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 2,599.52 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 65.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 1234.76 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 50.00 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 76.31 FEET;

THENCE NORTH 44 DEGREES 32 MINUTES 48 SECONDS EAST, 29.76 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTH 71.00 FEET OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 58.00 FEET;

THENCE SOUTH 45 DEGREES 27 MINUTES 12 SECONDS EAST, 29.64 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 1018.08 FEET;

THENCE NORTH 44 DEGREES 24 MINUTES 17 SECONDS EAST, 56.54 FEET;

THENCE ALONG THE WEST LINE OF THE EAST 65.00 FEET OF SAID SOUTHEAST QUARTER, SOUTH 0 DEGREES 37 MINUTES 32 SECONDS EAST, 90.00 FEET TO THE POINT OF BEGINNING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°26'07"E	65.00'
L2	N00°12'18"W	50.00'
L3	N89°26'07"E	76.31'
L4	N44°32'48"E	29.76'
L5	N89°26'07"E	58.00'
L6	S45°27'12"E	29.64'
L7	N44°24'17"E	56.54'
L8	S00°37'32"E	90.00'
L9	N00°20'31"W	71.00'
L10	S89°26'07"W	29.00'
L11	S89°26'07"W	29.00'

ITEM NUMBER: 5.a.

SUBJECT: Ordinance 2017-0724 - Avondale Fire Station No.171 - Rezoning- Application PL-23-0349

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development.

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

PURPOSE:

Council will hold a public hearing and consider a request to adopt Ordinance 2017-0724, approving a City-initiated request to rezone approximately 1.8 gross acres of land located at the south of the southwest corner of Western Avenue and 6th Street from Multi-Family Residential (R-3) to Old Town Avondale Business District (OTAB). The rezoning of the property will allow for the development of a new Avondale Fire Station (No.171) that will replace the existing fire station. The Council will take appropriate action.

BACKGROUND:

The proposed rezoning is for a rectangularly-shaped 1.8 gross-acre property (Exhibits A and B) located south of the southwest corner of Western Avenue and 6th Street and consists of eight (8) parcels. There is an existing City fire station on the site.

The property was annexed into the City's corporate limits on December 15, 1946, and zoned Multi-Family Residential (R-3) upon annexation. The Multi-Family Residential (R-3) zoning district is intended to provide townhome, condominium, and apartment uses. The purpose of the proposed OTAB zoning district is to further the revitalization of the City's original town site and its immediate vicinity by encouraging pedestrian-oriented development and by emphasizing a unique mix of uses intended to make Old Town a destination, with street level activity that takes one back to an earlier place in Avondale's history.

The property is designated as Old Town in the General Plan 2030 Land Use Map (Exhibit C). Old Town (formerly Historic Avondale District) is the "heart" of the Avondale community. Land uses within this business core permit and promote a vibrant mix of residential and nonresidential uses, but require retail, service, or office uses on all street level floors to promote a pedestrian-oriented environment.

The existing uses and zoning of surrounding properties include:

NORTH: A city park (Sernas Park) and the Avondale substation/detention facility zoned Old Town Avondale

Business District (OTAB).

EAST OF 6TH STREET: A place of worship and single-family residences zoned OTAB.

SOUTH: Single-family residences zoned Multi-Family Residential (R-3).

WEST OF 5TH STREET: Single-family residences zoned R-3.

SUMMARY OF REQUEST:

The City requests to rezone the subject property from Multi-Family Residential (R-3) to Old Town Avondale Business District (OTAB).

The narrative details the proposed use of the site, which is a new Avondale Fire Station, No. 171, that will replace the existing Avondale Fire Station No. 171 (Exhibit D). It will include four (4) apparatus bays and support areas, public lobby and restrooms, physical conditioning room, offices, kitchen, dining, dayroom, and dormitory space. The estimated start of construction for this capital improvement project is November 2024 and the estimated completion of construction is February 2026.

The existing Old Town Avondale Police Substation/Detention facility located south of the southwest corner of Western Avenue and 6th Street will be torn down and relocated east of Dysart Road to the northwest corner of Eliseo C. Felix Jr. Way and Western Avenue as part of the overall fire station project. Staff parking will be provided on-site, and street parking will be provided on 6th Street. The site will be accessed off 6th Street.

The fire station's design features masonry with red earth tones and gray accents, as well as public art. Perimeter masonry walls and landscaping will provide screening for the adjacent single-family homes (Exhibit E).

Water and sewer services will be provided by the City of Avondale.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The rezoning request involves existing and proposed public facility uses, so this provision related to residential uses does not apply.

PUBLIC PARTICIPATION:

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held on April 9, 2024, at 6:00 PM at the Arizona Complete Health Resource Center. The notification of this meeting was completed in accordance with notification requirements. In addition to City Staff, one (1) member of the general public attended the meeting. The discussion topics are outlined in the Neighborhood Meeting Summary, attached as Exhibit F.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements.

Two (2) public comments have been received to date that asked clarifying questions on the project and did not indicate support or opposition (Exhibit G).

PLANNING COMMISSION ACTION:

On June 26, 2024, the Planning Commission will conduct a public hearing on the proposed rezoning. Staff will update the Council of the Planning Commission outcome during staff's presentation on the item.

ANALYSIS:

The proposed rezoning to OTAB will allow for a new fire station. Public uses, including utility buildings, structures, uses, facilities, and equipment are permitted in the OTAB district, provided that sites are screened from off-site view by a minimum 6-foot-tall masonry wall. The new fire station will meet this requirement.

The proposed zoning district of OTAB is more suitable than Multi-Family Residential (R-3) for the existing and proposed use of the property. By rezoning, the property's use will be brought into zoning conformance.

Additionally, the rezoning to OTAB and the fire station project will further several goals and policies in the

General Plan, most notably:

Public Buildings, Services, and Facilities Element

Goal 1: Provide effective and efficient public safety services and facilities throughout Avondale.

- Policy A. Develop and expand public safety services (police, fire, and medical) at a rate to keep pace with growth in order to meet demands for continued growth and development and to keep the community safe.

Goal 5: Design, construct, and maintain public buildings and facilities consistent with a sound fiscal policy that allows for a sense of pride in the community.

- Invest necessary resources to maintain, restore, and enhance public buildings and facilities over the long-term.

DISCUSSION:

- The proposed rezoning is in direct conformance with the property's General Plan Land Use Map designation of Old Town.
- The proposed rezoning will result in compatible land use relationships since the property is adjacent to the OTAB district.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the City.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and adopt an Ordinance approving Application PL-23-0349, a request to rezone approximately 1.8 gross acres of land located south of the southwest corner of Western Avenue and 6th Street from Multi-Family Residential (R-3) to Old Town Avondale Business District (OTAB) subject to one (1) condition of approval:

1. Development shall conform to the Old Town Avondale Business District (OTAB) zoning development standards.

Contact person for document distribution: Sylvia Willem Marcor, Planner

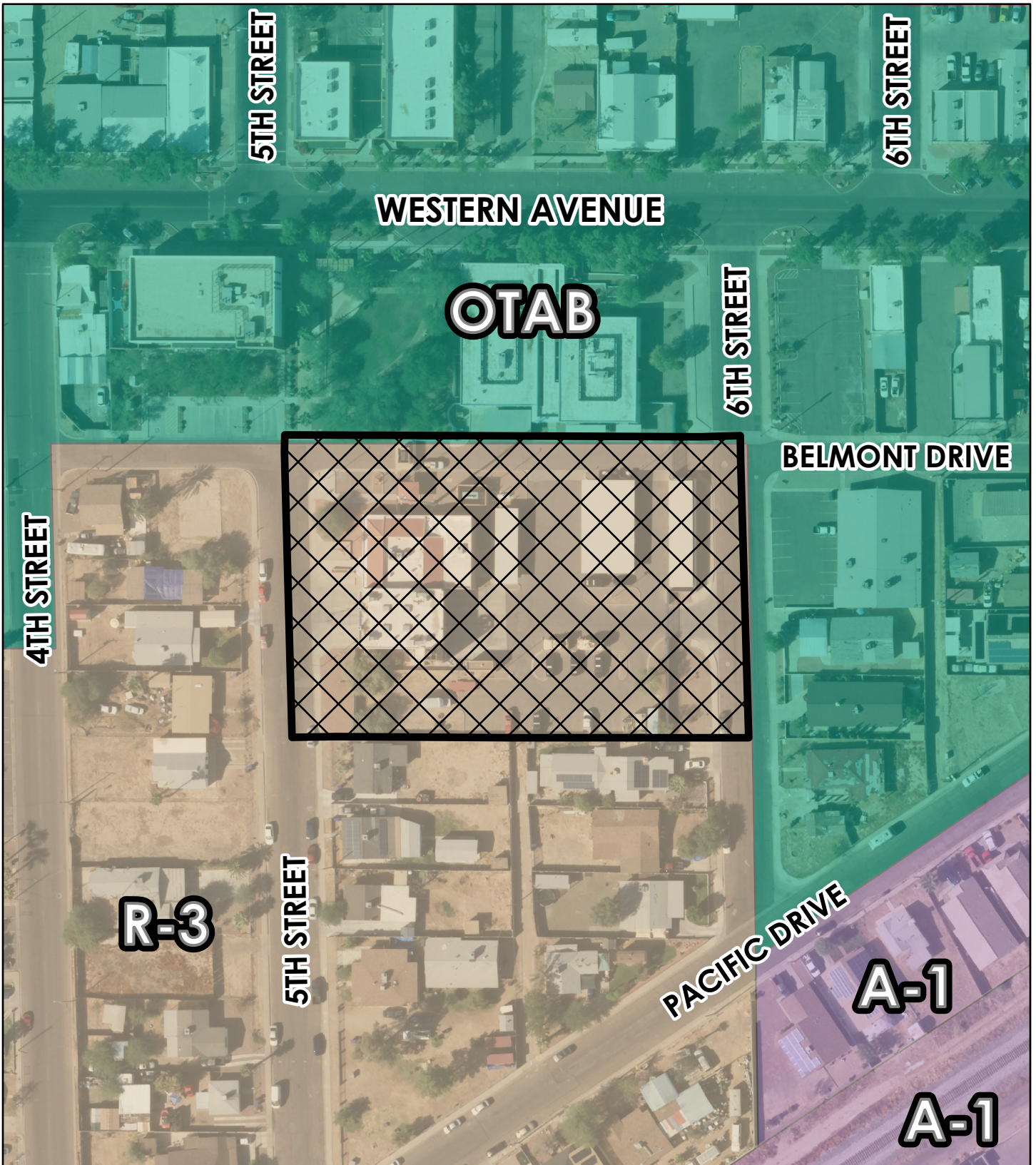


Aerial Map



Subject Property



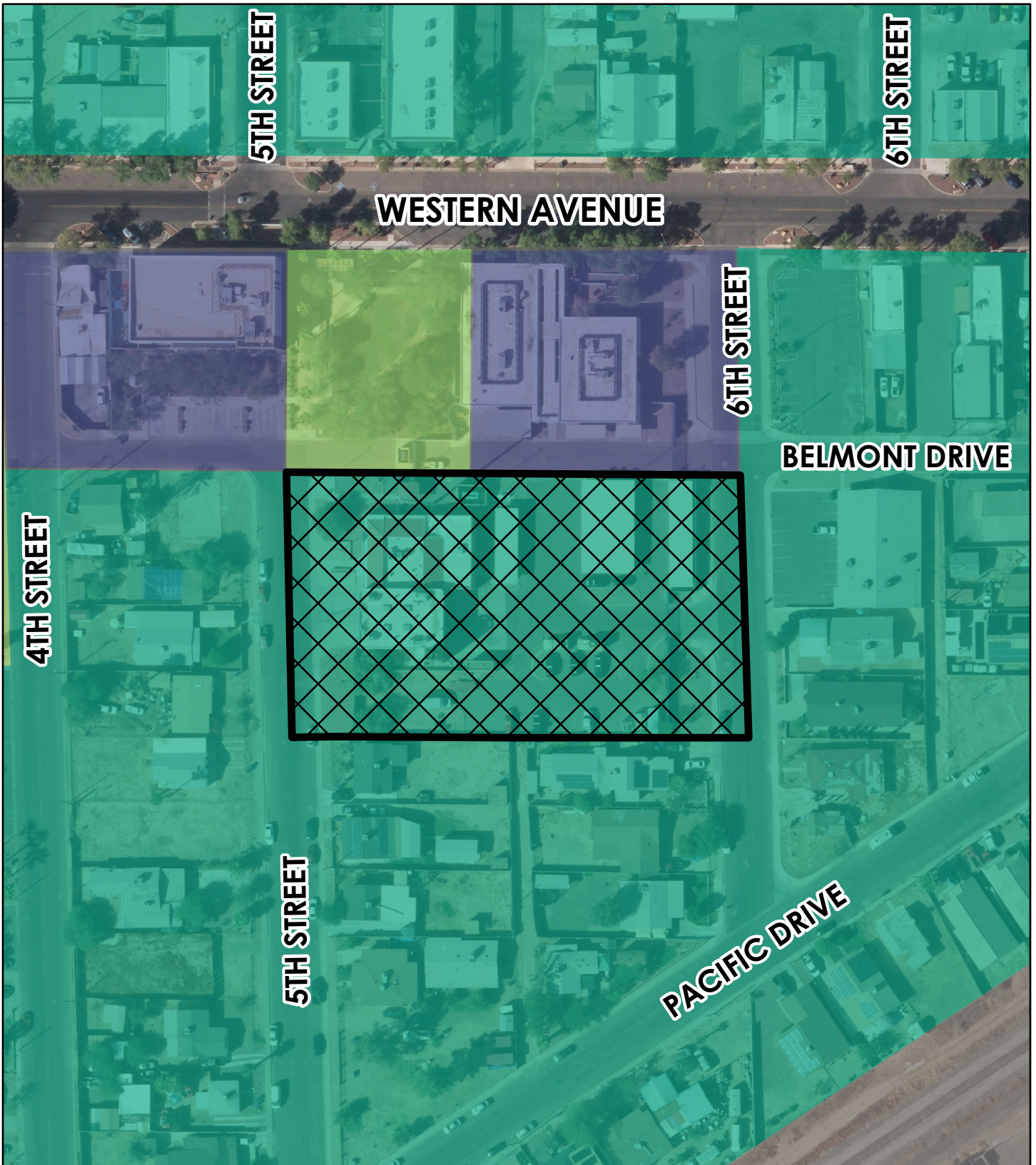


Zoning Vicinity



Subject Property





General Plan Land Use



- Old Town
- Industrial
- Open Space and Parks
- Public/Civic



Subject Property



LEA - Architects, LLC

Architecture Planning Interiors
 1730 East Northern Avenue, Suite 110
 Phone: 602.943.7511
 email: info@lea-architects.com

Construction Management
 Phoenix, Arizona 85020
 Fax: 602.943.7784
 www.lea-architects.com



Avondale Fire Station 171 Project Narrative

April 12, 2024

Project Overview / Type of Development and Proposed Building Use

The new Avondale Fire Station NO. 171 will replace the existing Fire Station No. 171 that no longer meets the current needs of the Avondale Fire Department. The project consists of a new 16,000 SF Fire Station including 4 apparatus bays and support areas, public lobby and restrooms, physical conditioning room, offices, kitchen, dining, dayroom, and dormitory space. Site improvements include new apparatus aprons, staff and public parking with shade canopies, bicycle parking, refuse and recycling enclosure, new landscaping and surface water retention areas.

Site Location / Zoning

The project site is located on the south side of Western Avenue between 5th and 6th Streets and includes the City owned parcel (APN 500-43-972) zoned Old Town Avenue Business District (OTAB) including Sernas Plaza, the Public Library, and the Existing Police Detention Center. The project site also includes the existing eight (8) Fire Station 171 parcels currently zoned R-3 (APN 500-43-061, 500-43-062, 500-43-063, 500-43-064, 500-43-065, 500-43-066, 500-43-067, 500-43-068) which have a General Plan designation of Old Town. This rezoning request is to rezone the eight (8) parcels from Multi-Family Residential (R-3) to Old Town Avondale business District (OTAB) to allow for a new City of Avondale Fire Station. The rezoning of the R-3 portions of the site to OTAB will bring the subject property's current and proposed land use of a public fire station into conformance with the Zoning Ordinance. The new property boundary for the consolidated site will combine the existing eight (8) fire station 171 parcels with the existing City OTAB parcel along with the abandoned portion of Belmont Drive Between 5th Street and 6th Streets. The address for the new Fire Station 171 is 519 E Western Avenue Avondale, AZ 85323.

Area Plan, Specific Plan, and Surrounding Land Use Compatibility

Old Town (formerly Historic Avondale District) is the "heart" of the Avondale community. Land uses within this business core permit and promote a vibrant mix of uses with varying architectural styles and a focus on pedestrian oriented design. Fire Station 171 is compatible with the Specific Area Plan for Old Town / Cashion / Ligas/Rio Vista aligning with the goal and vision to create a vibrant sense of place. The architectural forms and materials proposed for Fire Station 171 are sympathetic to the unique and eclectic architectural styles in the area with site planning principles that integrate the building with the surrounding mixture of land uses. The proposed project is designed to meet the current operational requirements of the City of Avondale Fire Department while at the same time integrating with the adjacent land uses including the Library and Sernas Park, commercial and retail development along Western Avenue, and single-family residential uses. Along Western Avenue, the fire station has a minimal 10' setback with an open and inviting entry / storefront compatible with the surrounding retail / commercial storefronts in the area. Facing the public park and library, the building incorporates public art in the form of a mural that also acts as a vertical shade screen for outdoor patio area while also respecting and enhancing the open space / park setting called for in the area plan. The building is also respectful and compatible with the adjacent single family residential context and provides significant setbacks and reduction in building scale when facing the adjacent single family residential context. The new Fire Station 171 is sited with the open and inviting public entry facing Western Avenue defined by the vertical massing of the lobby and further articulated with masonry corning, a horizontal shade canopy, and overhead building signage.

Architecture / Unique Design Considerations to Reduce Impacts and Enhance Compatibility

The architecture of the new Fire Station 171 is responsive to the Sonoran Desert climate with numerous passive and active sustainable design strategies incorporated. The project is currently tracking LEED Silver Certification from the USGBC. A simple, natural, low maintenance palette of materials is proposed including ground face masonry in red earth tones with neutral gray accents. Masonry details including extruded brick, corncing, and soldier course accents articulate the façade offering variation in scale and texture. The glazing at the apparatus bay doors, patio areas, and public lobby entry storefront along Western Avenue are shaded with projected steel shade canopies with cable support details familiar to the context of the Western Avenue frontage. Public Art mural opportunities sympathetic to the context of the adjacent area and the natural desert environment are proposed with the steel angle iron vertical shade screen elements on the northwest elevation facing Western Avenue and the park as well as on the east elevation shading and securing the courtyard areas and fire fighter dormitory windows. A fire fighter memorial is also integrated into the design of the fire station facing Western Avenue and Sernas Plaza. The building is set back from the property lines to the east, west, and south minimizing impact to the adjacent residential context.

Site Access and Parking

Public Parking is accommodated along 6th Street with 7 angled public parking spaces provided replacing the existing parallel parking. 20 staff parking spaces are provided behind the secure vehicular gate with access for both staff parking and fire apparatus ingress off 6th street. An additional ADA Van accessible space is provided in the secure staff parking area with two existing ADA accessible public spaces provided along Western Ave. The refuse and recycling truck access is located on the east side of the site off Belmont Avenue. Access to the existing alley to the south of the site will be maintained through a new access gate.

Grading and Drainage

The drainage and retention strategies call for surface retention basins strategically located to afford opportunity for expansion of open space and landscaping to the south and west of the existing Sernas Park.

Landscaping / Site Walls

Indigenous low water use landscaping will be provided with tree spacing and density in accordance with the City of Avondale zoning requirements. Site walls are constructed of integral color and ground face concrete masonry complimentary to the materials of the building. Perimeter masonry walls are offset in plan to provide visual interest and articulation which combined with dense landscaping of trees and shrubs on the south, east, and west sides of the site provide visual screening and a buffer to the adjacent single family residential context.

Phasing

The construction of the new Fire Station is phased to allow the existing Fire Station and Communications Tower to remain operational during construction. Phase one will consist of demolition of the existing Police Detention Building and Construction of the new Fire Station 171. Phase two consists of demolition of the existing fire station and completion of rear apron and parking areas.



Exhibit E

Architectural Rendering



View southwest from Western Avenue

p 623.935.2258 | 1626 North Litchfield Road, Suite 150
f 623.935.2361 | Goodyear, AZ 85395

dibblecorp.com

Avondale Fire Station 171 Neighborhood Meeting Notes

Tuesday, April 9th, 2024 at 6:00pm

Location: Arizona Complete Health Resource Center

Room Agua Fria 2

995 E. Riley Drive

Avondale, AZ 85323

Attendees: Shannon Mauck-Dibble, Lance Enyart-LEA, Rick Carr-City, Michelle Simerdla-City
Kalile Martinez-Public

The neighborhood meeting for the rezone of multiple parcels located near the intersection of Dysart Road & Western Avenue took place on Tuesday, April 9th in the City of Avondale. In this meeting, there were two points of discussion.

1. Concern about the timeline of the project from a nearby resident.
 - Police department is scheduled to be completed approximately November 2024.
 - Construction is scheduled to begin after police department staff can move, approximately December 2024-January 2025 and will last for about one year.
 - There may be water and/or sewer interruptions in the alley south of the site. Resident lives on the west side of the alley, so her service should not be affected.
2. Resident asked through a phone call earlier that day directly to the city if there will be more siren apparatus with concern of increased siren noise.
 - There will be the same number of apparatus before and after construction.

Exhibit G

From: [Sylvia Maldonado](#)
To: [Michelle Simerdla](#)
Subject: Notice of Neighborhood Meeting for Application PL-23-0349
Date: Tuesday, April 9, 2024 9:18:05 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Hello Michelle,

My name is Sylvia Maldonado, I live on Nth 6th St., I will not be able to attend tonights meeting regarding a request to rezone 1.8 acres located on the southwest corner of Western Ave and 6th Street. Here are a few questions. I really couldn't make out the map that was in the back of the letter. Here are a few questions.

1. Are more fire trucks going to be added to the apparatus bays? I am concerned about siren noise.

Right now it is fine and would like to see it continue to stay the same.

2. All of these rooms "physical conditioning room, kitchen, dining, dayroom, dormitory space," are they for the firemen and firewomen to stay in when they are working? Or will they be able to be used for others?

3. I noticed the park on Western Ave being excavate....is this part of the rezoning or is the park being renovating.

I have lived in Old Town Avondale for over 50 years. I am for progress but only for the betterment of the people of the community. After all, we are the ones that have to live here. I hope the buildings will make Old Town, the "Heart" of Avondale look beautiful. Thank you.

From: [Autumn Daniels](#)
To: [Michelle Simerdla](#)
Subject: Rezone feedback for the firestation
Date: Monday, April 8, 2024 11:49:27 AM

This Message Is From an External Sender

This message came from outside your organization.

Hi there,

Thank you for the information on the new fire station. I think this is awesome to prioritize a new facility for them. They do amazing work and deserve the best.

One question I did have, does this mean the Avondale jail/police will be getting moved? What impact does this have on them?

Autumn Daniels
Proud Principal of Agua Fria

adaniels@aguafria.org

623-932-7300 ext. 1001

"HONOR FIRST WIN OR LOSE"

AFHS is part of the Agua Fria High School District family of schools.



ORDINANCE NO. 2017-0724

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 1.83 ACRE PROPERTY LOCATED APPROXIMATELY 172 FEET SOUTH OF THE SOUTHWEST CORNER OF SOUTH SIXTH STREET AND WEST WESTERN AVENUE, AS SHOWN IN APPLICATION PL-23-0349 AND REZONING SUCH PROPERTY FROM MULTI-FAMILY RESIDENTIAL (R-3) TO OLD TOWN AVONDALE BUSINESS DISTRICT (OTAB)."

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 1.83 acre property located approximately 172 feet south of the southwest corner of South Sixth Street and West Western Avenue, as shown in application PL-23-0349, from Multi-Family Residential (R-3) to Old Town Avondale Business District (OTAB) to allow an existing public use, a City Fire Station (the "Zoning Atlas Amendment"); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on June 26, 2024, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on July 1, 2024; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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 Zoning Atlas Amendment, is hereby approved, for $\pm$ 1.83 acre property located approximately 172 feet south of the southwest corner of South Sixth Street and West Western Avenue as more particularly described and depicted on Exhibit 1 attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulation:

1. Development shall conform to Planned Area Development (PAD) Narrative as described in Exhibit 2 date stamped April 12, 2024.
2. Development shall conform with all OTAB development and design standards.

SECTION 3. 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 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 1, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2017-0724

[Legal Description and Map]

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart Road and Western Avenue also being the Northeast Corner (NE) of section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 also segments referenced per Book 963 Page 20 (R), per Book 21, Page 34 (R1) of the Maricopa County Recorder's Office;

THENCE along said section line also being Western Avenue, North 89 degrees 44 minutes 19 seconds West, a distance of 782.27 feet;

THENCE Departing said line, South 01 degrees 28 minutes 10 seconds East, a distance of 172.58 feet along the centerline of 6th Street, to the **point of Beginning**;

THENCE Continuing along said Centerline South 01 degrees 28 minutes 10 seconds East a distance of 230.11 feet;

THENCE Departing said line South 88 degrees 31 minutes 50 seconds West a distance of 30.00 feet to a point on the west Right of Way of 6th Street;

THENCE North 89 degrees 44 minutes 11 seconds West a distance of 284.58 feet to a point on the East Right of Way of 5th Street;

THENCE South 88 degrees 33 minutes 05 seconds West a distance of 32.50 feet to a point on the Centerline of 5th Street;

THENCE along said Centerline North 01 degrees 26 minutes 55 seconds West a distance of 231.08 feet to a point on the North Right of Way of Belmont Drive;

THENCE Continuing along said line, South 89 degrees 44 minutes 06 seconds East, a distance of 317.02 feet to a point on the West Right of Way of 6th Street;

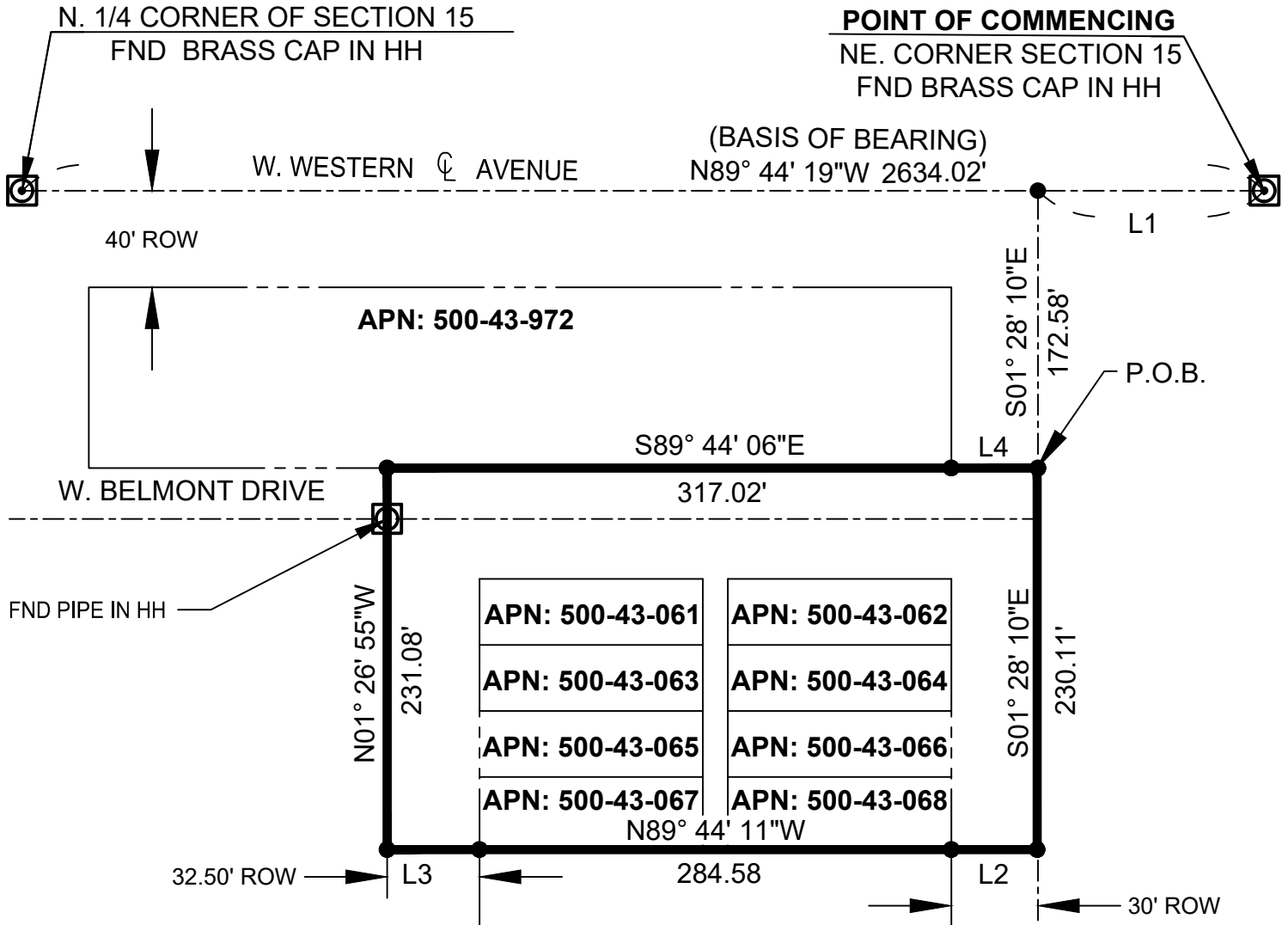
THENCE North 88 degrees 31 minutes 50 seconds East, a distance of 30.00 feet to the **point of Beginning**;

Containing 79,844.4 sqft or 1.83 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

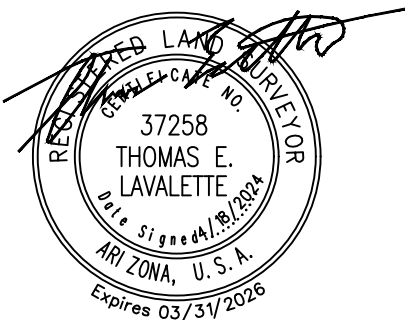


EXHIBIT "A"



LINE TABLES

LINES	LENGTHS	BEARING
L1	782.27'	N89° 44' 19"W
L2	30.00'	S88° 31' 50"W
L3	32.50'	S88° 33' 05"W
L4	30.00'	N88° 31' 50"E



SCALE:
NTS
T1N R1W



ENGINEERING ALLIANCE
INC

PROJECT: 2023-M-050	
DATE: 04-18-2024	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: REZONING OF FIRE-RESCUE STATION 171	
SHEET NO: 1 OF 1	

EXHIBIT 2
TO
ORDINANCE NO. 2017-0724

[PAD Narrative City-Initiated Rezones for City-Owned Properties]



Avondale Fire Station 171 Project Narrative

April 12, 2024

Project Overview / Type of Development and Proposed Building Use

The new Avondale Fire Station NO. 171 will replace the existing Fire Station No. 171 that no longer meets the current needs of the Avondale Fire Department. The project consists of a new 16,000 SF Fire Station including 4 apparatus bays and support areas, public lobby and restrooms, physical conditioning room, offices, kitchen, dining, dayroom, and dormitory space. Site improvements include new apparatus aprons, staff and public parking with shade canopies, bicycle parking, refuse and recycling enclosure, new landscaping and surface water retention areas.

Site Location / Zoning

The project site is located on the south side of Western Avenue between 5th and 6th Streets and includes the City owned parcel (APN 500-43-972) zoned Old Town Avenue Business District (OTAB) including Sernas Plaza, the Public Library, and the Existing Police Detention Center. The project site also includes the existing eight (8) Fire Station 171 parcels currently zoned R-3 (APN 500-43-061, 500-43-062, 500-43-063, 500-43-064, 500-43-065, 500-43-066, 500-43-067, 500-43-068) which have a General Plan designation of Old Town. This rezoning request is to rezone the eight (8) parcels from Multi-Family Residential (R-3) to Old Town Avondale business District (OTAB) to allow for a new City of Avondale Fire Station. The rezoning of the R-3 portions of the site to OTAB will bring the subject property's current and proposed land use of a public fire station into conformance with the Zoning Ordinance. The new property boundary for the consolidated site will combine the existing eight (8) fire station 171 parcels with the existing City OTAB parcel along with the abandoned portion of Belmont Drive Between 5th Street and 6th Streets. The address for the new Fire Station 171 is 519 E Western Avenue Avondale, AZ 85323.

Area Plan, Specific Plan, and Surrounding Land Use Compatibility

Old Town (formerly Historic Avondale District) is the "heart" of the Avondale community. Land uses within this business core permit and promote a vibrant mix of uses with varying architectural styles and a focus on pedestrian oriented design. Fire Station 171 is compatible with the Specific Area Plan for Old Town / Cashion / Ligas/Rio Vista aligning with the goal and vision to create a vibrant sense of place. The architectural forms and materials proposed for Fire Station 171 are sympathetic to the unique and eclectic architectural styles in the area with site planning principles that integrate the building with the surrounding mixture of land uses. The proposed project is designed to meet the current operational requirements of the City of Avondale Fire Department while at the same time integrating with the adjacent land uses including the Library and Sernas Park, commercial and retail development along Western Avenue, and single-family residential uses. Along Western Avenue, the fire station has a minimal 10' setback with an open and inviting entry / storefront compatible with the surrounding retail / commercial storefronts in the area. Facing the public park and library, the building incorporates public art in the form of a mural that also acts as a vertical shade screen for outdoor patio area while also respecting and enhancing the open space / park setting called for in the area plan. The building is also respectful and compatible with the adjacent single family residential context and provides significant setbacks and reduction in building scale when facing the adjacent single family residential context. The new Fire Station 171 is sited with the open and inviting public entry facing Western Avenue defined by the vertical massing of the lobby and further articulated with masonry corning, a horizontal shade canopy, and overhead building signage.

Architecture / Unique Design Considerations to Reduce Impacts and Enhance Compatibility

The architecture of the new Fire Station 171 is responsive to the Sonoran Desert climate with numerous passive and active sustainable design strategies incorporated. The project is currently tracking LEED Silver Certification from the USGBC. A simple, natural, low maintenance palette of materials is proposed including ground face masonry in red earth tones with neutral gray accents. Masonry details including extruded brick, corning, and soldier course accents articulate the façade offering variation in scale and texture. The glazing at the apparatus bay doors, patio areas, and public lobby entry storefront along Western Avenue are shaded with projected steel shade canopies with cable support details familiar to the context of the Western Avenue frontage. Public Art mural opportunities sympathetic to the context of the adjacent area and the natural desert environment are proposed with the steel angle iron vertical shade screen elements on the northwest elevation facing Western Avenue and the park as well as on the east elevation shading and securing the courtyard areas and fire fighter dormitory windows. A fire fighter memorial is also integrated into the design of the fire station facing Western Avenue and Sernas Plaza. The building is set back from the property lines to the east, west, and south minimizing impact to the adjacent residential context.

Site Access and Parking

Public Parking is accommodated along 6th Street with 7 angled public parking spaces provided replacing the existing parallel parking. 20 staff parking spaces are provided behind the secure vehicular gate with access for both staff parking and fire apparatus ingress off 6th street. An additional ADA Van accessible space is provided in the secure staff parking area with two existing ADA accessible public spaces provided along Western Ave. The refuse and recycling truck access is located on the east side of the site off Belmont Avenue. Access to the existing alley to the south of the site will be maintained through a new access gate.

Grading and Drainage

The drainage and retention strategies call for surface retention basins strategically located to afford opportunity for expansion of open space and landscaping to the south and west of the existing Sernas Park.

Landscaping / Site Walls

Indigenous low water use landscaping will be provided with tree spacing and density in accordance with the City of Avondale zoning requirements. Site walls are constructed of integral color and ground face concrete masonry complimentary to the materials of the building. Perimeter masonry walls are offset in plan to provide visual interest and articulation which combined with dense landscaping of trees and shrubs on the south, east, and west sides of the site provide visual screening and a buffer to the adjacent single family residential context.

Phasing

The construction of the new Fire Station is phased to allow the existing Fire Station and Communications Tower to remain operational during construction. Phase one will consist of demolition of the existing Police Detention Building and Construction of the new Fire Station 171. Phase two consists of demolition of the existing fire station and completion of rear apron and parking areas.



ITEM NUMBER: 5.b.

SUBJECT: Judicial Advisory Board Recommendation on the Reappointment of Craig L. Jennings as the Presiding Judge

MEETING DATE: 7/1/2024

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director, (623) 333-2211

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 receive a presentation from staff and the Chair of the Judicial Advisory Board regarding the reappointment of Craig L. Jennings as the Presiding Judge. This item is for presentation only, no action will be taken at this time.

BACKGROUND:

On July 7, 2014, the City Council initially appointed Craig L. Jennings as the Presiding Judge of the Municipal Court Judge. Judge Jennings was then reappointed based on the recommendation of the Judicial Advisory Board on August 8, 2016, August 13, 2018, June 15, 2020, and June 15, 2022. As required in Article II of the City Code, the Judicial Advisory Board met on February 7, 2024, March 20, 2024, May 15, 2024, and June 5, 2024, to conduct the required reappointment evaluation. The Judicial Advisory Board unanimously recommended the reappointment of Craig L. Jennings as the Presiding Judge of the Municipal Court on June 5, 2024.

DISCUSSION:

On January 31, 2024, the Judicial Advisory Board received official notice from Presiding Judge Craig L. Jennings requesting consideration for reappointment as the Presiding Judge of the Avondale City Court. As part of the reappointment process, the Judicial Advisory Board met on February 7, 2024, March 20, 2024, May 15, 2024 to finalize survey materials and interview questions. From April 9, 2024, through May 9, 2024, the Judicial Advisory Board released surveys to City Court staff, City Court Litigants, and Attorneys representing clients in proceedings held by Judge Jennings. During the evaluation period, the Judicial Advisory Board received full staff participation (14), a total of nineteen (19) litigant responses, and a total of three (3) attorney

surveys. Various litigants ranked Judge Jennings satisfactory or superior. On June 5, 2024, the Judicial Advisory Board formally interviewed Judge Jennings. The interview consisted of ten (10) board-approved questions provided to Judge Jennings prior to the interview. Following the interview, the board unanimously moved to recommend the reappointment of Judge Jennings to the Avondale City Court.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a