



City of Avondale

City Council Meeting

Monday, November 18, 2024

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Veronica Malone, Councilmember | Gloria Solorio, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Katie Gregory, 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, November 18, 2024

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

Amendment #1 - 11/14/2024 (Removal of Minor Land Division for Premier Underground – PL-24-0181 from the Consent Agenda)

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

REGULAR MEETING

5:30 PM

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

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS

a. EMPLOYEE ANNOUNCEMENTS

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

City Manager's Office

- Dillard Collier, Management Analyst

Parks, Recreation & Libraries

- Victor Fregoso, Parks Maintenance Worker (Promotion)
- Natasha Alavi, Librarian III / Branch Manager (Promotion)

b. PROCLAMATION - UNIFIED RESPONDER COMMUNITY MONTH

City Council will present a Proclamation recognizing Unified Responder Community 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 October 21, 2024 City Council meeting minutes. The Council will take appropriate action.

b. BOARDS, COMMISSIONS AND COMMITTEES MEMBER APPOINTMENTS AND REAPPOINTMENTS

City Council will consider a request to approve various Boards, Commissions, and Committees appointments as listed in the staff report and as recommended by the City Council Subcommittee and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1105-1124 - INTERGOVERNMENTAL AGREEMENT WITH VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT INFRASTRUCTURE IMPROVEMENTS

City Council will consider a request to adopt Resolution 1105-1124, approving an Intergovernmental Agreement between the City of Avondale and Valley Metro Regional Public Transportation Authority for reimbursement of transit shelters and transit center improvements, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1106-1124 - FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - EXPANSION OF HOMELESS SERVICES

City Council will consider a request to adopt Resolution 1106-1124, approving an amendment to the Intergovernmental Agreement with the Maricopa County Human Services Department for the expansion of homeless services in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The City Council will take the appropriate action.

e. RESOLUTION 1107-1124 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT PASS-THRU AGREEMENT FOR MICROTRANSIT SERVICES

City Council will consider a request to adopt Resolution 1107-1124, approving an Intergovernmental Agreement between the City of Avondale and the City of Phoenix for a Federal Transit Administration grant pass-thru agreement for microtransit services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1108-1124 - SIGNATURE AUTHORITY FOR RISK MANAGER TO SIGN THE INDUSTRIAL COMMISSION OF ARIZONA (ICA) REQUEST FOR WAIVER FROM REQUIREMENT TO POST STATUTORY DEPOSIT FORM

City Council will consider a request to adopt Resolution 1108-1124, authorizing the Risk Manager to sign the Industrial Commission's Request for Waiver from Requirement to Post Statutory Deposit Form on behalf of the City for the annual self-insured Workers' Compensation program renewal and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2031-1124 – GRANTING OF IRRIGATION EASEMENTS TO THE ROOSEVELT IRRIGATION DISTRICT

City Council will consider a request to adopt Ordinance 2031-1124 authorizing the granting of two irrigation easements to the Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. MINOR LAND DIVISION – LOT SPLIT FOR SANTANA LEDESMA – APPLICATION PL-24-0154

City Council will consider a request to approve Application PL-24-0154, a request from Dennis F. Keogh of Keogh Engineering on behalf of Santana Ledesma, for approval of a Minor Land Division – Lot Split for Santana Ledesma located generally south of Lower Buckeye Road and east of 127th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FINAL PLAT OF STARBUCKS – APPLICATION PL-24-0207

City Council will consider a request to approve Application PL-24-0207, a request from Daniel Cox of SimonCRE JC Acacia V, LLC, on behalf of Nico Howard, for approval of Final Plat of Starbucks located generally north of Lower Buckeye Road and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PARKS, RECREATION & LIBRARIES MASTER PLAN UPDATE

Staff will provide an update to City Council regarding the City's Parks, Recreation & Libraries Master Plan 2024 Update. This item is for discussion and feedback only; no Council action will be taken.

b. PUBLIC HEARING AND ORDINANCE 2032-1124 - ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); ARTICLE 2 (RESIDENTIAL DISTRICTS); ARTICLE 7 (SUPPLEMENTARY REGULATIONS); AND ARTICLE 8 (PARKING) - APPLICATION PL-24-0225.

City Council will hold a public hearing and consider a request to adopt Ordinance 2032-1124, amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures); Article 2 (Residential Districts); Article 7 (Supplementary Regulations); and Article 8 (Parking), related to accessory dwelling units (ADUs), and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2033-1124 - ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES) - APPLICATION PL-24-0227

City Council will hold a public hearing and consider a request to adopt Ordinance 2033-1124, amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures), to establish residential rezone review and approval timeframes, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

(5 minutes)

7. ADJOURNMENT

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

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

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Unified Responder Community Month

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Aneyssa Romo, Sr. Management Analyst

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

PURPOSE:

City Council will present a Proclamation recognizing Unified Responder Community Month. This item is for discussion only.

BACKGROUND:

Sounds of Autism is a local nonprofit established in 2012 to bring a voice to Autism Spectrum Disorder (ASD), and it is through their 2021 initiative, "Unified Responder Community", that they began a collaborative movement to provide more access, options, and opportunities throughout cities of Arizona for individuals with Autism and others At-Risk, so no one is ever left alone

DISCUSSION:

The City Council will present a proclamation celebrating and acknowledging Sounds of Autism and Unified Responder Community Month.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Aneyssa Romo, Sr. Management Analyst



PROCLAMATION

"UNIFIED RESPONDER COMMUNITY" MONTH

Whereas, Sounds of Autism is a local nonprofit established in 2012 to bring a voice to Autism Spectrum Disorder (ASD), and it is through their 2021 initiative, "Unified Responder Community", that they began a collaborative movement to provide more access, options, and opportunities throughout cities of Arizona for individuals with Autism and others At-Risk, so no one is ever left alone; and,

Whereas, Sounds of Autism is committed to their mission "to safely integrate families and children of Autism, including other at-risk, back into society through Love and Support"; families are the "Love" of their mission, and "Support" is everyone else; and,

Whereas, Sounds of Autism helps guide many families who continue to experience gaps in support and services for early diagnoses, early intervention, mental and behavioral health, as well as housing and opportunities for employment to empower individuals with Autism and others At-Risk to ultimately live as independent an adult life as possible; and

Whereas, this month, and every month, Sounds of Autism's "Unified Responder Community" movement encourages unity amongst all Arizonans to have compassion and support for individuals living "Life on a Spectrum" and others At-Risk, as they bring a voice to Autism and help to bridge the gaps, "One Step, One City, One A.C.R.E." at a time; and,

Whereas, Sounds of Autism defines A.C.R.E. as "A" for Autism and At-Risk families, "C" for Community & Community Officials, "R" for First Responders of all types, and "E" for Employers and Educators, which they believe encompasses unity amongst all.

NOW THEREFORE, I, Mike Pineda, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona do hereby proclaim November 2024 as "Unified Responder Community" Month.

Mayor

Attest:

City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. 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 October 21, 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 October 21, 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
October 21, 2024

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

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

Members Present: Mayor Mike Pineda and Councilmembers Tina Conde, Veronica Malone, Jeannette Garcia, Curtis Nielson, Gloria Solorio, and Max White.

*Councilmember Max White attended the meeting virtually.

**The Vice Mayor seat was vacant at the start of this meeting.*

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Albert Bates, Assistant Police Chief; Eric Bay, Public Works Assistant Director; Barbara Coppage, City Auditor; Cheryl Covert, Interim Economic Development Services Director; Justin Ernst, Assistant Fire Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 50 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. NEW EMPLOYEE INTRODUCTIONS

The following Finance and Budget Department employees were presented to City Council. This item was for discussion only.

- Shawn Pierce, Grants Coordinator
- Laura Robinson, Procurement Officer

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

City Council recognized the following Avondale students for their character and achievement. This item was for discussion only.

- Marley Marruffo Smith
- Richard Gonzales
- Mia Moreno
- Jacob Benitez Alonzo
- Davien DeSantiago

3. UNSCHEDULED PUBLIC APPEARANCES

Natosha Edmonds addressed the Council regarding concerns with the process used to fill the vacant seat at the last meeting.

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. Councilmembers may pull items from consent if they would like them considered separately.

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

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Malone	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the September 23, 2024, and October 7, 2024, City Council meeting minutes.

b. QUARTERLY BUDGET TRANSFER

City Council approved the Fiscal Year 2025 budget for carryover appropriation and approved quarterly budget transfers as summarized in the attached Exhibit A, increased the award authority for the projects and authorized Finance and Budget Department staff to take the steps necessary to execute the transfers.

c. AMERICAN RESCUE PLAN ACT (ARPA) PLAN UPDATE

City Council modified the city's American Rescue Plan Act (ARPA) plan as summarized in the attached Exhibit A and facilitate the modification of the city's

ARPA plan by authorizing Finance and Budget Department staff to take the steps necessary to execute the necessary budget transfers.

d. RESOLUTION 1101-1024 - AUTHORIZING GRANT ACCEPTANCE FROM GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI/IMPAIRED DRIVING ENFORCEMENT OVERTIME

City Council a) adopted Resolution 1101-1024, authorizing a grant provided by the Governor's Office of Highway Safety in the amount of \$25,000, which will support the Police Department's funding of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale; 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.

e. RESOLUTION 1102-1024 - AUTHORIZING GRANT ACCEPTANCE OF 100 CLUB OF ARIZONA'S SAFETY ENHANCEMENT STIPEND AWARDS

City Council a) adopted Resolution 1102-1024, authorizing a grant provided by the 100 Club of Arizona in the amount of \$9,000; b) authorized and direct staff to take all steps necessary to cause the execution of the Agreement; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1103-1024- AUTHORIZING BANKING & INVESTING AUTHORITY

City Council adopted Resolution 1103-1024, authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. ORDINANCE 2030-1024 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AS A TRAILHEAD AND RELATED PARKING AREA

City Council considered a request to adopt Ordinance 2030-1024, authorizing the acquisition of real property for public use as a trailhead and related parking area and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

James Milanese, City Projects Administrator, gave a presentation on Ordinance 2030-1024, the acquisition of approximately 3.36 acres of real property from Maricopa County located south of Buckeye Road and on the west side of the Agua

Fria River. The acquisition of this property to be used as a trailhead aligns with the Transportation Plan adopted in 2022. Mr. Milanese provided an overview of the surrounding area and reviewed the next steps upon approval of the ordinance.

Councilmembers were given an opportunity to comment and ask questions. In response Mr. Milanese noted the County would own the property in the river bottom and maintain it, but that has not been discussed or finalized. Mr. Corbin further explained the process, noting at this time the question is about moving forward with purchasing the property and the rest will come back to Council as a project. Mr. Milanese discussed the current project that would connect the trail across the west side of the River Bottom and down to Festival Fields Park. Councilmembers Malone and Conde expressed the importance of having light and water at the trailhead. Mayor Pineda conveyed the trail system is a long-term project.

Councilmember Nielson adopt Ordinance 2030-1024, authorizing the acquisition of real property for public use as a trailhead and related public parking area, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. Councilmember Solorio seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Malone	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Mayor Pineda	Aye

b. SELECTION OF NEW VICE MAYOR

City Council accepted nominations and designated one of its members as Vice Mayor for a partial term (until the next full-term selection in January 2025).

Mayor Pineda moved to appoint Councilmember Nielson as Vice Mayor until January 6, 2025; Councilmember Garcia seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Malone	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Mayor Pineda	Aye

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

7. ADJOURNMENT

There being no further business before the Council, Councilmember Malone moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the claim of Daeng Phongsavath; Councilmember Conde seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Malone	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 6:09 p.m.

Mike Pineda, 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 21st day of October 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

Exhibit A: Quarterly Budget Transfer Schedule - October 21, 2024

FY2024

Close-Outs

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	51140900-80000-T0200	Old Town Phase III (T0200) - Water Capital	35040901-80000-T0200	Old Town Phase III (T0200) - 2019 PRO Bond	72,857.63	
	51140901-86000-T0200	Old Town Phase III (T0200) - Water Capital	35040901-86000-T0200	Old Town Phase III (T0200) - 2019 PRO Bond	29,032.31	
(b)	12016910-84000-A0169	Computer and Equipment Asset Replacement (A0169) - General Fund	38916910-84000-A0169	Computer and Equipment Asset Replacement (A0169) - Equipment Replacement Fund	40,800	

FY2025

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(c)	10190000-99000	General Fund Contingency	10111000-61800	City Administrative Office	47,000	Avondale Strategic Plan Update
(d)	10110101 -69000	Mayor Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	1,900	
(d)	10110201 -69000	City Council 1 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	5,400	
(d)	10110301 -69000	City Council 2 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	5,400	
(d)	10110401 -69000	City Council 3 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	4,400	
(d)	10110501 -69000	City Council 4 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	2,600	
(d)	10110601 -69000	City Council 5 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	1,100	
(d)	10110701 -69000	City Council 6 Discretionary	28090000-69000	Unanticipated Special Revenue Appropriation	2,200	
(d)	10116001 -73020	Technology Services	28090000-69000	Unanticipated Special Revenue Appropriation	100	
(d)	10130530 -79000	Detention	28090000-69000	Unanticipated Special Revenue Appropriation	2,000	
(d)	10134140 -70050	Low Acuity Unit	28090000-69000	Unanticipated Special Revenue Appropriation	3,600	
(d)	10134140 -83900	Low Acuity Unit	28090000-69000	Unanticipated Special Revenue Appropriation	28,800	
(d)	10134210 -79000	Fire Prevention	28090000-69000	Unanticipated Special Revenue Appropriation	3,400	

(d)	10155160 -70020	Community Center	28090000-69000	Unanticipated Special Revenue Appropriation	17,300	
(d)	10155200 -85000	Grounds Maintenance	28090000-69000	Unanticipated Special Revenue Appropriation	49,700	
(d)	11070500 -85000	Fleet Service	28090000-69000	Unanticipated Special Revenue Appropriation	260,800	
(d)	20416001 -84100	Technology Services	28090000-69000	Unanticipated Special Revenue Appropriation	70,000	
(d)	20430100 -79000	Patrol	28090000-69000	Unanticipated Special Revenue Appropriation	300	
(d)	50170120 -61800	Water Resources	28090000-69000	Unanticipated Special Revenue Appropriation	67,600	
(d)	50170130 -61800	Water Quality	28090000-69000	Unanticipated Special Revenue Appropriation	15,700	

Capital Improvement Project Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(e)	10190000-99000	General Fund Contingency	38870910-85000-A0433	Totaled Vehcile Replacement (A0433)	70,000	
(f)	28090000-69000	Unanticipated Revenues	57270910-85000-A0359	Vehicle Replacement FY2025 (A0359)	1,548,000	
(g)	10190000-99000	General Fund Contingency	11030900-82000-S0434	Agua Fria River Bottom Controls (S0434)	500,000	
(h)	10190000-99000	General Fund Contingency	11034900-82000-S0104	Fire Station 171 Replacement (S0104)	525,000	
(i)	10190000-99000	General Fund Contingency	11055900-86000-P0332	Dog Park Enhancements (P0332)	450,000	

ITEM NUMBER: 4.b.

SUBJECT: Boards, Commissions and Committees Member Appointments and Reappointments

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

City Council will consider a request to approve various Boards, Commissions, and Committees appointments as listed in the staff report and as recommended by the City Council Subcommittee and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council Subcommittee on Boards, Commissions, and Committees (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on November 4, 2024 and made appointment and reappointment recommendations.

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

DISCUSSION:

On November 4, 2024, the Subcommittee recommended the following:

CITIZEN BOND COMMITTEE

- Ben Ruoti as a Regular Member with a full term to expire on 5/31/2025.
- Cindy de la Riva as a Regular Member with a full term to expire on 5/31/2025.
- Crystal Lopez-Davey as a Regular Member with a full term to expire on 5/31/2025.
- Daniel Schuh as a Regular Member with a full term to expire on 5/31/2025.
- Hector Arellano as a Regular Member with a full term to expire on 5/31/2025.

- Natosha Edmonds as a Regular Member with a full term to expire on 5/31/2025.
- Nicole List as a Regular Member with a full term to expire on 5/31/2025.
- Amanda Duncan-Billiman as an Alternate Member with a full term to expire on 5/31/2025.
- Deanna Sapata as an Alternate Member with a full term to expire on 5/31/2025.

AUDIT COMMITTEE

- Aaron Cook as a Regular Member with a full term to expire on 12/31/2027.
- Max White as a Regular Member with a full term to expire on 12/31/2026.
- Curtis Nielson as a Regular Member with a full term to expire on 12/31/2026.

BOARD OF ADJUSTMENT

- Nicole List as a Regular Member for a full term to expire on 12/31/2027.
- Steven Smiley as a Regular Member for a full term to expire on 12/31/2027.

NEIGHBORHOOD AND FAMILY SERVICES COMMISSION

- Michelle McMullen as a Regular Member for a full term to expire on 12/31/2027.
- Natosha Edmonds as a Regular Member for a partial term to expire on 12/31/2025.
- Eddie James moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2027.
- Louis Matamoros as an Alternate Member for a partial term to expire on 12/31/2025.

PARKS AND RECREATION ADVISORY BOARD

- Lilly Lazo as a Regular Member for a full term to expire on 12/31/2027.
- Patti Nielson as a Regular Member for a full term to expire on 12/31/2027.
- Cecilia Lopez as a Regular Member for a full term to expire on 12/31/2027.

PLANNING COMMISSION

- Ryan Benson moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2027.
- Mary Guzman as a Regular Member for a full term to expire on 12/31/2027.
- Olivia Pineda as an Alternate Member for a full term to expire on 12/31/2027.

RISK MANAGEMENT & WORKER'S COMPENSATION BOARD

- Eddie James as a Regular Member for a full term to expire on 12/31/2027.

SUSTAINABILITY COMMISSION

- Paul Lemmon as a Regular Member for a full term to expire on 12/31/2027.
- Ben Ruoti as an Alternate Member for a full term to expire on 12/31/2027.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

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

Contact person for document distribution: n/a

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1105-1124 - Intergovernmental Agreement with Valley Metro Regional Public Transportation Authority for Transit Infrastructure Improvements

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1105-1124, approving an Intergovernmental Agreement between the City of Avondale and Valley Metro Regional Public Transportation Authority for reimbursement of transit shelters and transit center improvements, 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 has developed a new transit center at The BLVD to enhance public transportation services for the community. Additionally, the City is undertaking an effort to modernize select bus shelters and stops throughout the City. The existing transit shelters in Avondale, now approximately 20 years old, feature an outdated design that no longer aligns with the City's contemporary aesthetic. These shelter and bus stop replacements will not only enhance the transit experience but also ensure full compliance with

current safety and accessibility standards. Valley Metro Regional Public Transportation Authority has allocated \$600,000 in Public Transportation Funds (PTF), derived from the Prop. 400 regional transportation tax, to support the implementation of essential improvements to these specific public transit amenities.

DISCUSSION:

The Public Transportation Funds (PTF) agreement with Valley Metro will enable significant improvements to the City's transit infrastructure through two key initiatives. The primary component allocates \$500,000 for the removal and replacement of select bus shelters with modern designs throughout the City. This comprehensive project encompasses design costs, plan review for traffic sightline visibility, permitting requirements, utility considerations, potential right-of-way acquisitions, and ensuring full ADA compliance for shelter clearance and pedestrian access. The remaining \$100,000 will support essential improvements at the Avondale Transit Center, including the installation of wayfinding materials and security camera system enhancements. Following standard procedures for PTF-funded projects, the City will submit reimbursement requests to Valley Metro on a quarterly basis.

BUDGET IMPACT:

The City has currently budgeted \$490,000 for the removal and replacement of select bus shelters (T0365) in the dedicated sales tax fund. With this funding, that project will increase the total project budget for project T0365 to \$500,000 and the funding source will change to this grant. Additionally, a new capital improvement project will be created for the \$100,000 related to transit center wayfinding materials and security camera improvements.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 1105-1124, approving an Intergovernmental Agreement between the City of Avondale and Valley Metro Regional Public Transportation Authority for reimbursement of transit shelters and transit center improvements, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and budget transfers.

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

RESOLUTION NO. 1105-1124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF REGIONAL GRANT FUNDS FROM REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES AND APPROVING THE INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the Regional Public Transportation Authority (“RPTA”) has awarded the City of Avondale (the “City”) a grant in the amount of \$600,000.00 for project funding relating to bus shelters and wayfinding signage to support public transportation services (the “Grant”); and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$600,000.00 and (ii) the execution of the Intergovernmental Agreement, Contract No. 106-96-2025-00-PTF relating to the acceptance and administration of the Grant funds (the “Agreement”) in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1105-1124

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

between

REGIONAL PUBLIC TRANSPORTATION AUTHORITY

and

CITY OF AVONDALE

Contract #106-96-2025-00-PTF

THIS INTERGOVERNMENTAL 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 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

- A. 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 under A.R.S. §§ 11-951, et seq.;
- B. AGENCY is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services under A.R.S. §§ 48-5101, et seq.;
- C. 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, including entering into intergovernmental agreements with other governmental entities under A.R.S. §§ 11-951, et seq.;
- D. AGENCY is the administrator of Public Transportation Funds ("PTF") under the Regional Transportation Plan ("RTP") and is charged with distributing PTF funds to local recipients such as CITY; and
- E. AGENCY is providing six hundred thousand dollars (\$600,000) of PTF funding as described in Schedule A.

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

AGREEMENT

1.0 Scope of Work

A. AGENCY shall:

- a. Provide the necessary funding and ensure the funds are utilized appropriately in accordance with this Agreement.

B. CITY shall:

- a. With respect to wayfinding material and camera improvements:
 - i. Expend the funds to complete the project and serve as the primary project lead and project manager.
 - ii. Assume responsibility for the ongoing maintenance and any future upgrades or replacements.
- b. With respect to the transit shelter project:
 - i. Expend the funds to complete the project and serve as the primary lead and project manager for the execution of the transit shelter replacement project.
 - ii. Assume responsibility for the ongoing maintenance and any future upgrades or replacements of the installed transit shelters.

2.0 Term of Agreement; Time of Performance; Termination;

- A. *Term of Agreement.* This Agreement shall commence after it has been executed by the duly authorized officials of each of the Parties, approved by their respective counsel, and completed any required filings.
- B. *Time of Performance.* Performance of all work required hereunder shall occur no later than 24 months from the date of execution of this Agreement.
- C. *Termination.* If CITY is in default in the performance of any material covenant, term, or condition contained herein and fails to cure such default in accordance with the terms and time frames set forth in Section 6 hereof, AGENCY may, at its option and sole discretion terminate this Agreement upon sixty (60) days prior written notice to CITY.

3.0 Indemnification

- A. Except for claims arising solely and exclusively from the negligent or willful acts or omissions of AGENCY, its board members, officers, officials, agents, or employees (herein after referred to as "Indemnatee"), CITY shall indemnify, defend, save, and hold the Indemnatee 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, and economic or financial loss of any character or any nature: (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 AGENCY assigned to work full time for CITY.
- B. It is the specific intent of the Parties that Indemnatee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of Indemnatee, be indemnified

against all liability, loss or damage of any nature whatever for or on account of injuries to or death of any person or damages to or destruction of property belonging to any person, or economic or financial losses arising out of or in any way connected with the performance of this Agreement.

4.0 Insurance

- A. CITY will procure and maintain insurance coverage consistent with CITY's insurance program. The AGENCY will be named as an additional insured for the full amounts of coverage and types under CITY's insurance program and will provide AGENCY with a waiver of subrogation against AGENCY.
- B. 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.
- C. CITY will provide AGENCY with a copy of all policies, endorsements, and certifications upon request.

5.0 Issue Resolution

- A. 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.

6.0 Default

- A. 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.

7.0 General Provisions

- A. *Recitals.* The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated into this Agreement by this reference
- B. *Audit.* All books, accounts, reports, files and other records relating to this Agreement that are under the custody or control of CITY shall be subject, at all reasonable times, to inspection and audit by AGENCY.
- C. *Conflict of Interest.* All Parties acknowledge that this Agreement is subject to cancellation by the AGENCY pursuant to the provisions of A.R.S. § 38-511.

- D. *Funding Obligations.* This Agreement shall not be construed to obligate any Party to make financial contributions toward the Project except as otherwise provided.
- E. *Fiscal Year Clause.* Each of the AGENCY's payment obligations under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligations. This Agreement's continuation after the close of the AGENCY's fiscal year, which ends June 30 of each year, is subject to the approval of the AGENCY's budget. If funds are not appropriated for this Agreement's continuance, then this Agreement may be terminated by the AGENCY at the end of the period for which funds are available. No liability shall accrue against the AGENCY in the event this termination provision is exercised, and the AGENCY shall not be obligated or liable for any future payments or damages as a result of the termination.
- F. *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.
- G. *Agency and 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.
- H. *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.
- I. *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
Chief Financial Officer
101 N. 1st Ave., Suite 1300
Phoenix, AZ 85003

With a copy to:

Regional Public Transportation Authority
Chief Legal Officer
101 N. 1st Ave., Suite 1300
Phoenix, AZ 85003

If intended for CITY:

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

And to:

Public Transit Department
City of Avondale
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.

- J. *Legal Authority.* Nothing contained herein shall be construed as expanding or limiting the Parties' statutory authority.
- K. *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.
- L. *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.
- M. *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.
- N. *Amendment.* This Agreement may be modified or amended only by written document executed by both Parties (with approval as to form by both Parties' counsel). Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.
- O. *Benefit and Binding Effect.* This Agreement's terms and provisions shall inure to the benefit of and bind the Parties and their respective successors and permitted assigns.
- P. *Further Assurances.* The Parties shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve this Agreement's intent and purposes.
- Q. *Entire Agreement.* This Agreement supersedes all prior agreements and understandings of the Parties with regard to this Agreement's subject matter.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY:

By: _____
Jessica Mefford-Miller, Chief Executive Officer

CITY OF AVONDALE:

By: _____
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

SCHEDULE “A” – BUS SHELTER REPLACEMENT AND CITY TRANSIT CENTER IMPROVEMENTS – PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

- A. The maximum amount of PTF available for the CITY for items listed below is \$600,000. AGENCY will use PTF to pay actual costs and shall provide PTF on a reimbursement basis for:
- a. \$500,000 to the CITY to remove and replace select bus shelters with new, modern shelters. Reimbursement costs shall also include but not limited to the following:
 - i. Design Costs (for any relocations and permitting, even new foundations for replaced shelters, etc.)
 - ii. Plan Review (even of existing location so traffic sightline visibility can be reviewed)
 - iii. Permitting (Right of Way, Traffic Control Permit)
 - iv. Blue Stake/Utility Relocation
 - v. Land Acquisition (may need to acquire some Right of Way if we need to move a shelter back from the street for safety purposes).
 - vi. ADA (need clearance around shelter and for pedestrians walking past shelters)
 - b. \$100,000 to the CITY to install wayfinding materials and make camera improvements at the Avondale Transit Center.
- B. This PTF allocation is in addition to PTF funding allocated under the Transit Services Agreement #106-75-2025-13.
- C. In order to receive a payment of PTF, the CITY shall submit a PTF Reimbursement Expenditure Request form with supporting documentation of eligible expenditures.
- D. AGENCY will credit or transfer PTF to the CITY based on the availability of funds.
- E. A final reconciliation will be performed at fiscal year-end, and adjustments, if necessary, will be made using the actual eligible costs.
- F. Any remaining PTF funds not used up to the maximum reimbursements may be requested in the subsequent fiscal year. The CITY’s chief financial officer or designee must certify what additional expenses qualify for payment from remaining PTF funds.
- G. The city may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the AGENCY Finance Department.

Maximum PTF reimbursement amount: **\$600,000**

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1106-1124 - First amendment to the Intergovernmental Agreement with Maricopa County Human Services Department - Expansion of Homeless Services

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Christopher Lopez, Director of Neighborhood and Family Services

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

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

STRATEGIC PLAN:

Public Health and Safety - By providing critical shelter, outreach, case management, and flex funding services for individuals and families experiencing homelessness.

PURPOSE:

City Council will consider a request to adopt Resolution 1106-1124, approving an amendment to the Intergovernmental Agreement with the Maricopa County Human Services Department for the expansion of homeless services in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The City Council will take the appropriate action.

BACKGROUND:

On August 21, 2023, Council approved a resolution authorizing the City to enter into a new Intergovernmental Agreement with Maricopa County Human Services Department in the amount of \$262,500 to expand homelessness services in Avondale. This funding expanded an existing partnership with Maricopa County by increasing funding for street outreach and family navigation while adding Flex Funding to assist with the needs of those resolving their homelessness.

DISCUSSION:

Staff seek to amend the existing agreement with the Maricopa County Human Services Department that will reallocate unspent funds from FY24 to continue important work to serve those experiencing homelessness and expand services specifically for families. The funding provided by the Maricopa County Human Services Department will allow the City of Avondale - Neighborhood and Family Services Department to continue and expand the following elements of homeless services for FY25 as follows:

- Case Worker - Maricopa County will continue to provide funds in the amount of \$25,000 in fiscal year 2025 to support a full-time caseworker for the Interfaith Homeless Emergency Lodging Program (IHELP) operated in the City of Avondale by Lutheran Social Services.
- Family Housing Support Navigator Services - Maricopa County will increase fiscal year 2025 funding from \$10,500 to \$17,795 for full-time Family Housing Support Navigator services operated by A New Leaf.

- Homeless Navigation Services - Maricopa County will continue to fund in the amount of \$64,500 a year for fiscal year 2025 for Phoenix Rescue Mission (PRM) to provide a dedicated Outreach Team in Avondale to operate expanded hours.
- Flex Funding- Maricopa County will reallocate unspent funds from fiscal year 2024 to add Flex Funding of \$10,500 for fiscal year 2025 to continue support of families to eliminate barriers to obtaining housing. Funding in this initiative may be used for an exhaustive list of items including security deposits, personal items needed to obtain or sustain housing, temporary hotel stays, moving and storage costs, legal fees related to items affecting the ability to gain housing, and vehicle or transportation costs to prevent loss of employment. Homeless Services staff will develop a standard process for community members to access these funds. Priority for Flex Funds will be given to individuals and families sleeping outdoors and not in a shelter.

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

BUDGET IMPACT:

The FY2025 budget included an allocation of \$100,000. The revised IGA provided by Maricopa County for FY2025 is \$117,795 which includes carry over of \$17,795 from FY2024. The difference in appropriation will need to be transferred from the grant contingency account. This will allow us to continue to provide emergency shelter services, outreach, flex funding, and case management to people and families experiencing homelessness in Avondale. The total contract funding provided by Maricopa County under this agreement covering fiscal years 2024 and 2025 is unchanged at \$262,500. No match is required.

RECOMMENDATION:

Staff recommend that Council approves grant appropriation budget transfers and resolution authorizing the City to amend the Intergovernmental Agreement with Maricopa County Human Services Department for the amount of \$262,500 to expand homelessness services in Avondale.

Contact person for document distribution: Brian Planty, Homeless Services Manager

RESOLUTION NO. 1106-1124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE THE CITY WITH AMERICAN RESCUE PLAN ACT FUNDS FOR THE EXPANSION OF HOMELESS SERVICES.

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

SECTION 1. The Amendment No. 1 to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to provide the City with \$262,500 in American Rescue Plan Act funding for the expansion of homeless services (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, November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1106-1124

[Amendment]

See following pages.

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

I. Maricopa County ("County") administered by its Human Services Department and the City of Avondale ("City" or "Subrecipient") entered into a financial agreement ("Agreement") on or about September 6, 2023. The Agreement term is August 1, 2023, through June 30, 2025. The purpose of the Agreement is to expand homeless services in Avondale. The City shall conduct street outreach to persons experiencing homelessness, and provide shelter, navigation services, and flex funds (the "Project"). The County provided the Subrecipient with \$262,500 (\$200,000 in American Rescue Plan Act ("ARPA") funds under Assistance Listing Number (ALN) 21.027 and \$62,500 in Maricopa County General funds for the Project activities. The County and the Subrecipient may be referred to individually as "Party" or collectively as "Parties."

II. The Parties now agree to amend the Agreement as follows:

A. Revise Paragraph 5.0 (Administrative Change Orders) by removing in its entirety and replacing with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

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

B. Revise and replace Paragraph 6.0 (Funding, Invoicing, And Payment) in its entirety with the following:

6.0 FUNDING, INVOICING, AND PAYMENT

6.1 The County shall provide the Subrecipient with \$200,000 in ARPA funds under Assistance Listing Number (ALN) 21.027

provided to the County through the U.S. Department of Treasury and \$62,500 in Maricopa County General Funds (GF).

6.2 Funding expenditures per fiscal year:

6.2.1 FY2024 \$144,525

6.2.1.1 \$23,762.57 – I-Help Shelter

6.2.1.2 \$48,090.90 – Street Outreach

6.2.1.3 \$10,171.53 – Flex Funding

6.2.1.4 \$62,500 – Family Navigation

6.2.2 FY2025 \$117,975

6.2.2.1 \$25,000 – I-Help Shelter

6.2.2.2 \$64,500 – Street Outreach

6.2.2.3 \$10,500 – Flex Funding

6.2.2.4 \$17,795 – Family Navigation

- C. Revise Paragraph 13.0 (Notices) by updating the County contact with the following:

13.0 NOTICES

For Maricopa County:

Human Services Department

Community Resilience Division

KateLynn Dean, Homeless Initiatives Programs Manager

katelynn.dean@maricopa.gov

602-506-4652

234 N. Central Ave, 3rd Floor

Phoenix, AZ 85004

- D. Add the following Paragraph to the Agreement:

57.0 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.

- E. Revise Exhibit A-Statement of Work to address the following:

Delete Paragraph 6.0 (Budget) in its entirety and replace with the attached budget:

6.0 BUDGET:

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$200,000
Maricopa County-General Funds	\$62,500

Line Item Expenditures	Total Service Cost	County Costs
I-HELP Shelter	\$90,000	\$48,762.57
Street Outreach	\$129,000	\$112,590.90
Flex Funding	\$10,500	\$20,671.53
Family Navigation	\$125,000	\$80,475
TOTALS:	\$354,500	\$262,500

- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as approved, amended and executed by the Parties.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.

[Signatures contained on the following page]

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

APPROVED BY:
CITY OF AVONDALE

Mayor Date

Attested To:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

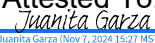
APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

 Nov 6, 2024

Jack Sellers, Chairman Date
Board of Supervisors

Attested To:  Nov 7, 2024
Juanita Garza (Nov 7, 2024 15:27 MST)

Juanita Garza, Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY:  11/04/2024
Jack O'Connor (Nov 4, 2024 19:08 MST)

Deputy County Attorney Date

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1107-1124 - Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Grant pass-thru agreement for microtransit services

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1107-1124, approving an Intergovernmental Agreement between the City of Avondale and the City of Phoenix for a Federal Transit Administration grant pass-thru agreement for microtransit 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:

In October 2022, the Cities of Avondale and Goodyear launched a new public transit service for the community called WeRIDE microtransit. Since its launch, WeRIDE has provided over 175,000 passenger trips to residents throughout Avondale, averaging nearly 9,000 trips per month. As of October 2024, WeRIDE has achieved the following performance metrics:

Avg. daily rides booked:	438
% drop-off on time:	97.0%
% pick-up on time:	96.4%
Avg. ride rating:	4.9/5.0
% of shared rides:	65.2%

DISCUSSION:

Avondale City Council approved budgets for the continuation of the microtransit service in Fiscal Years 2023, 2024, and 2025 which now includes extended weekday service hours and Saturday service which started on November 2nd, 2024. Subsequently, the City has been awarded a reimbursement grant from the Federal Transit Administration Avondale-Goodyear Small Urbanized Area in the amount of \$1 million to help offset City costs for microtransit operations. This grant pays for up to 50% of microtransit service operational costs.

The Federal Transit Administration (FTA) Avondale-Goodyear Small Urbanized Area Funding Grant will cover expenses related to FY2025 microtransit services as this is a reimbursement grant. The Avondale-Goodyear Small Urbanized Area is no longer in existence after the FTA remapped the greater Phoenix area following the 2020 Census conducted by the United States Census Bureau. Now, the City of Avondale is in the Phoenix West-Goodyear-Avondale Urban Area. City staff is working closely with the Maricopa Association of Governments (MAG) to develop future policy on how funding from this new urbanized area will be distributed and what services it will cover.

BUDGET IMPACT:

Funding for FY2025 Microtransit Services was approved by Council. This \$1 million grant revenue was included in the FY2025 budget and will offset costs incurred in FY2025.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution, approving an Intergovernmental Agreement between the City of Avondale and the City of Phoenix for a Federal Transit Administration grant pass-thru agreement for microtransit services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

RESOLUTION NO. 1107-1124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION THROUGH THE CITY OF PHOENIX RELATING TO THE CITY'S MICROTRANSIT PROGRAM.

WHEREAS, the Federal Transit Authority ("FTA") has awarded the City of Avondale (the "City"), through the City of Phoenix, a grant in the amount of \$1,000,000.00, subject to a \$1,000,000.00 City match, relating to the City's microtransit program (the "Grant"); and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$1,000,000.00, (ii) a City match in an amount not to exceed \$1,000,000, and (iii) the execution of the Intergovernmental Agreement, with the City of Phoenix relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1107-1124

[Agreement]

See following pages.

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

**BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF AVONDALE**

Subrecipient SAM.gov Identification No.: GDTNM5BLN9Y4

Federal Award Identification Number (FAIN) No. AZ-2024-019-00

(49 U.S.C. Section 5307 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement (**“Agreement”**) is made and entered into this _____ day of _____, 20____ (**“Effective Date”**), by and between the City of Phoenix (**“PHOENIX”**), a municipal corporation duly organized and existing under the laws of the State of Arizona, and City of Avondale (**“SUBRECIPIENT”**), a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **“PARTIES”** and individually as a **“PARTY.”**

RECITALS

- A. PHOENIX’s City Manager is authorized and empowered by the City Charter’s provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c), (i), and (l).
- C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that “will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants” (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).
- D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to

municipal corporations and to cities by the Constitution and laws of the State of Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.

- E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.
- F. Section 5307 of chapter 53, title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation operators engaging in the preservation, improvement, and operation of mass transit systems.
- G. PHOENIX successfully applied to the Federal Transit Administration ("**FTA**") for a grant of Section 5307 funds, which was awarded on the 3rd day of September, 2024, as FAIN No. **AZ-2024-019-00** ("**Grant**").
- H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) ("**Project(s)**") described in **Exhibit A**, as attached to this Agreement and incorporated by reference.
- I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. **Agreement Term and Budget/Performance Periods.**

- A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:
 - begins on its Effective Date; and
 - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of each project within the grant. Within 90 days of final reimbursement,

PHOENIX will begin the grant close-out process and prepare reports, including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report ("**FFR**"), and Milestone Progress Report ("**MPR**"). Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

- B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of July 2024; and
- Ends on the 31st day of December, 2027.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

- C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of July 2024; and
- Ends on the 31st day of December, 2027.

2. Federal and Local Funding.

- A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **\$1,000,000**, as detailed in **Exhibit A**. No reimbursements shall be made unless all required reports, as described below, have been submitted.
- B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **\$1,000,000**, as detailed in **Exhibit A**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

- A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the

“Project Description” box of **Exhibit A**. SUBRECIPIENT shall comply with all requirements in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” which are incorporated by reference. By signing this Agreement, SUBRECIPIENT certifies that its accounting systems meet the requirements of the grant program.

- B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall charge, in accordance with the following selected option:

☐ A cost allocation plan/indirect cost rate approved by the SUBRECIPIENT’s cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis. SUBRECIPIENT’s current federally recognized cost share is:

___% for _____; and ___% for _____.

☐ A de minimis rate of 10% of modified total direct costs (“**MTDC**”) in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. By signing this Agreement, SUBRECIPIENT certifies that it does not have federally-negotiated indirect cost rate (**FNICR**).

☒ N/A – not applicable because there are no allowable and eligible indirect costs to reimburse.

- C. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT’s Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

- A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

- B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.
- C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.

D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:

1. A listing of all invoiced costs with vendors and payment dates;
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and
3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

- A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D**, **Exhibit E**, and **Exhibit F**, which are attached to this Agreement and incorporated by reference.
- B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.
- C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. Indemnification.

Each PARTY (as “**Indemnitor**”) agrees to indemnify, defend, 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.

8. Notice.

- A. 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, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Harold Siguenza, Deputy Director Public Works
City of Avondale
399 E Lower Buckeye Road
Avondale, Arizona 85323
Telephone: (623) 333-4413
Email: hsiguenza@avondaleaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

- B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or

certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

- C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

- Exhibit A** Federal Grant Pass-Thru Agreement Detail Summary
- Exhibit B** Federal Grant Reimbursement Form
- Exhibit C** Required Reports
- Exhibit D** Required Federal Provisions
- Exhibit E** Partial List of Applicable Laws
- Exhibit F** Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Carolina Potts
Assistant Chief Counsel _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 3, 2023.

CITY OF AVONDALE

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for CITY OF AVONDALE

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, 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.

Attorney for PHOENIX

Attorney for AVONDALE

EXHIBIT A

Federal Grant Pass-Thru Agreement Detail Summary

FAIN NUMBER: AZ-2024-019-00					
CFDA NUMBER: 20.507					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF AVONDALE					
GRANT SUBRECIPIENT'S ADDRESS: 399 E. Buckeye Avenue Avondale, Arizona 85323					
GRANT SUBRECIPIENT'S SAM.GOV I.D. NUMBER: GDTNM5BLN9Y4					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					\$2,000,000
• Federal Share of TEPC:					\$1,000,000
• Local Share/Match of TEPC:					\$1,000,000
PROJECT(S) DESCRIPTION:					
ALI Code:	Project(s) Description:	R&D? (yes/no)	Local:	Federal:	Total:
30.09.01	Operating assistance - Microtransit Pilot Program	NO	\$1,000,000	\$1,000,000	\$2,000,000

EXHIBIT B

Federal Grant Reimbursement Form

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (“PTD”) to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:		TO:
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
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EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above \$100,000	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount \$100,000 or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation (“**USDOT**”), and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT’s performance hereunder. PHOENIX’s audit shall be at SUBRECIPIENT’s sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
2. 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, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise (“**DBE**”) regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX’s FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX’s Public Transit Department and representative(s) of PHOENIX’s Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.
4. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (“**FTA**”) Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

5. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, and directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.
6. SUBRECIPIENT shall fully comply with Equal Employment Opportunity (“EEO”) regulations of the USDOT Urban Mass Transportation Administration (“UMTA”) and FTA Circular 4704.1A. SUBRECIPIENT must implement all of the EEO Program elements and submit an EEO Program every four years *if* SUBRECIPIENT employs **100 or more** transit-related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **\$1 million**; or planning assistance in excess of **\$250,000**. SUBRECIPIENT must prepare and maintain an abbreviated EEO Program *if* SUBRECIPIENT employs **50-99** transit related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **\$1 million**; or planning assistance in excess of **\$250,000**.
7. Section 319 of Public Law 101-121 and 49 CFR Part 20 prohibit recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action. By signing this agreement, SUBRECIPIENT certifies that:
 - A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
 - B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (i) award of any federal contract; (ii) grant of any federal loan; (iii) provision of any federal grant; (iv) entrance into any cooperative agreement; and (v) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

EXHIBIT D, Page 2

- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000** and not more than **\$100,000** for each such failure.
- 8. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("**IRCA**") and agrees to comply with the IRCA in the performance of this Agreement.
 - 9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

- C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.
10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is:
- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

EXHIBIT D, Page 4

- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-7 (**"Title VI"**) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (**"Nondiscrimination Regulations"**) and other pertinent directives, including but not limited to:

- Department of Justice's Title VI Regulations (28 C.F.R. § 42.101 et seq.);
- Department of Justice's Title VI Coordination Regulations (28 C.F.R. § 42.401 et seq.);
- Department of Justice's Guidelines for the Enforcement of Title VI (28 C.F.R. § 50.3);
- Rulemaking actions to incorporate the Civil Rights Restoration Act's definitions of "program or activity" and "program" into regulations implementing Title VI, Section 504, and the Age Discrimination Act;
- Twenty-two agencies' Notice of Proposed Rulemaking, published December 6, 2000 (65 FR 76460);
- Twenty-two agencies' Final Rule, published August 26, 2003 (68 FR 51332);
- Department of Education's Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published May 5, 2000 (65 FR 26464);
- Department of Education's Final Rule (also includes amendments to Title IX regulations), published November 13, 2000 (65 FR 68049); and
- Department of Health and Human Services' Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published October 26, 2000 (65 FR 64194)

SUBRECIPIENT shall comply with these requirements so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations. More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.
3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).
6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

EXHIBIT E, Page 2

7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:
1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.
 2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.
 3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.
 4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. If SUBRECIPIENT's fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E**, section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.
9. SUBRECIPIENT shall comply with the following statutes and regulations, as applicable:
 - 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53

EXHIBIT E, Page 4

- Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
- Section 5323(d) and (f) of 49 U.S.C. chapter 53
- Section 5326 of 49 U.S.C. chapter 53
- Section 5329 of 49 U.S.C. chapter 53
- Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
- Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
- Section 5337 of 49 U.S.C. chapter 53
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
- 49 CFR Part 600 et seq. regulations promulgated by FTA
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections
- The Build America, Buy America (“**BABA**”) and Buy America requirements of Pub. L. 117-58, div. G, tit. IX, Sections 70911-70927, 49 U.S.C. 5323(j), and 49 CFR Part 661 pertaining to the purchase of iron, steel, manufactured goods, and rolling stock

EXHIBIT E, Page 5

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. 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.
6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.
8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.
9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.
10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBRECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:
 - A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).
 - B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
 - C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1108-1124 - Signature Authority for Risk Manager to Sign the Industrial Commission of Arizona (ICA) Request for Waiver from Requirement to Post Statutory Deposit Form

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1108-1124, authorizing the Risk Manager to sign the Industrial Commission's Request for Waiver from Requirement to Post Statutory Deposit Form on behalf of the City for the annual self-insured Workers' Compensation program renewal and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Annually, during the ICA Worker's Compensation self-insured renewal process, the City needs to submit a waiver from the requirement to post a statutory deposit pursuant to A.A.C.1525 (A). Normally, this would have to be signed by the entire City Council. By approving this resolution, the City's Risk Manager can sign on behalf of the City going forward.

DISCUSSION:

This resolution will provide the City's Risk Manager with authorization to sign the ICA Request for Waiver from Requirement to Post Statutory Deposit Form (attached for reference).

BUDGET IMPACT:

There is no budgetary impact associated with this request.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution to authorize the Risk Manager to sign the ICA Request for Exemption from Requirement to Post Statutory Deposit Form.

Contact person for document distribution: Andrew Mesquita

RESOLUTION NO. 1108-1124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE RISK MANAGER TO EXECUTE THE REQUEST FOR EXEMPTION FORM AND SUBMIT SAME TO INDUSTRIAL COMMISSION OF ARIZONA FOR THE PURPOSE OF OBTAINING AN EXEMPTION FROM POSTING THE STATUTORY DEPOSIT.

WHEREAS, pursuant to Ariz. Admin. Code § R20-5-1520 (A) the City of Avondale (the “City”) is required to post a statutory deposit in a form acceptable to the Industrial Commission of Arizona (the “Commission”); and

WHEREAS, the City desire to request an exemption from the post of the statutory deposit as allowed under Ariz. Admin. Code § R20-5-1525 (A) and as set forth in the Request for Exemption from Requirement to Post Statutory Deposit Form (the “Form”), attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council desires to authorize the Risk Manager to complete the Form on behalf of 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. James Corlis, the Risk Manager, is hereby authorized to execute for, and on behalf of, the City, the Form, attached hereto as Exhibit A, and all other required documents, for the purpose of obtaining an exemption from posting the statutory deposit.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1108-1124

[Form]

See following page.



Notary Attestation

I _____, _____ of/for
_____,

do hereby attest the attached Request for Waiver from Requirement to Post Statutory Deposit form signatures, duly approving the request for a waiver from requirement to post a statutory deposit, were signed in perpetuity, are original signatures, or a certified copy thereof.

State of Arizona)
County of _____) ss

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of
_____, a notary public, to be affixed hereunto
this _____ day of _____, _____.

Affix Seal or Stamp

Notary Public

Signer's Email Address

(Notary - complete this section to sign if form is filed electronically)

IN WITNESS WHEREOF, the foregoing Request for Waiver From Requirement to Post a Security Deposit was acknowledged before me, a notary public, to be affixed hereunto by means of communication technology this _____ day of _____, _____

Affix Seal or Stamp

Notary Public

Signer's Email Address

**Request for Waiver from Requirement to Post Statutory Deposit
Pursuant to A.A.C. § 1525 (A)**



-
- 1) is a duly qualified, eligible, and authorized Arizona self-insurer pursuant to Arizona Revised Statute § 23-961 et. seq., and the Arizona Administrative Code, and, as such, hereby requests the Industrial Commission of Arizona approve a waiver from the posting of a statutory deposit, pursuant to A.A.C. § R20-5-1525 (A).
 - 2) is a public entity or public entity pool that has operated in Arizona for a minimum of five consecutive years pursuant to A.A.C § 1525 (B)(1).
 - 3) is a public entity or public entity pool with an established trust document (attached), and a trust fund pursuant to A.R.S. § 11-981, or a public entity pool that has an established a workers' compensation pool loss account pursuant to A.A.C. § R20-5-1530 (B).
 - 4) maintains a positive fund/account balance pursuant to A.A.C. § 1525 (B)(2), that is continually funded in accordance with GASB #30 (or a successor statement) cover actuarial liabilities pursuant to A.A.C § 1525 (B)(3).
 - 5) completes an actuary report on an annual basis with a confidence level of _____, and a discount percent of _____.
 - 6) shall file current quarter financial statements and a statement of unpaid liabilities with the Division every six months, beginning six months after a waiver is granted pursuant to A.A.C. § R20-5-1525 (E).
 - 7) will cure an account or fund deficiency immediately upon discovery.
 - 8) shall cure an account or fund deficiency within 30 days of being notified by the Division.
 - 9) shall file a completed Workers' Compensation Liability Form, and post security as required by the Commission within 10 days of service of a written findings and order revoking the waiver of security pursuant to A.A.C. § R20-5-1525 (G).
 - 10) understands the decision of the Commission to approve, deny, or revoke a request for waiver of security shall be made by a majority vote of a quorum of Commissioners present at a public meeting; if the Commission grants a waiver of security, the waiver shall be included in the Resolution of Authorization issued under R20-5-1509 (F) and shall continue unless the public entity or public entity pool named in this document no longer satisfies the requirements of A.A.C § 1525.
 - 11) shall file a completed Workers' Compensation Liability Form, and post security pursuant to A.R.S. § 23-961, A.A.C. § 1520, and/or 1509 (C) if the requirements of A.A.C § 1525 are not satisfied.

The signature(s) below represent

_____,
and as such, certifies and attests that the information contained in this Request for Waiver From Posting Security Form is accurate and correct.

If the signature responsibility is delegated to one public employee position or designated officer, attach the code or ordinance section (Public Entity), or bylaws, resolution or incorporating documents (Public Entity Pool).

Name: _____

Signed: _____

Date_____

Name: _____

Signed: _____

Date_____

Name: _____

Signed: _____

Date_____

Name: _____

Signed: _____

Date_____

Name: _____

Signed: _____

Date_____

ITEM NUMBER: 4.g.

SUBJECT: Ordinance 2031-1124 – Granting of Irrigation Easements to the Roosevelt Irrigation District

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2031-1124 authorizing the granting of two irrigation easements to the Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Renovations are currently underway at DeConcini Park as part of the DeConcini Park Enhancements Project (P0193). The Roosevelt Irrigation District (RID) has existing infrastructure located on city-owned parcels that houses the Boys and Girls Club and DeConcini Park. During preliminary design for the enhancements project, it was discovered that RID installed their infrastructure along both city parcels without the benefit of an easement from the City.

DISCUSSION:

On October 23, 2023, City Council adopted Ordinance 2064-1023 which authorized the acquisition of real property from RID for DeConcini Park. Because RID still has their facilities on the property the City purchased as well as the city-owned parcel that houses the Boys and Girls Club, RID is requesting their facilities to be within an irrigation easement. Staff has agreed to grant RID two irrigation easements to allow for continued access and maintenance of their infrastructure.

The two irrigation easements shall consist of a combined area of 6,644 square feet.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of two irrigation easements to the Roosevelt Irrigation District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



Vicinity Map



Avondale



RID Easement

Not to Scale





WESTERN AVENUE

3RD STREET

4TH STREET

Vicinity Map



RID Easement

Not to Scale



ORDINANCE NO. 2031-1124

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING IRRIGATION EASEMENTS TO THE ROOSEVELT IRRIGATION DISTRICT RELATING TO THE DECONCINI PARK PROJECT.

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

SECTION 1. An irrigation easement is hereby granted to the Roosevelt Irrigation District, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference (the “Irrigation Easement 1”), through, over, under and across $\pm$ 0.06804 acres of real property, generally located south of East Western Avenue between South 3rd Street and South 4th Street as more particularly described and depicted as part of Exhibit A to the Irrigation Easement 1.

SECTION 2. An irrigation easement is hereby granted to the Roosevelt Irrigation District, in substantially the form and substance attached hereto as Exhibit 2 and incorporated herein by reference, (the “Irrigation Easement 2”), through, over, under and across $\pm$ 0.08448 acres of real property, generally located south of East Western Avenue between South 3rd Street and South 4th Street as more particularly described and depicted as part of Exhibit A to the Irrigation Easement 2.

SECTION 3. 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, November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2031-1124

[Irrigation Easement 1]

See following pages.

When recorded, return to:

Jake D. Curtis
Burch & Cracchiolo, P.A.
1850 N. Central Avenue, Suite 1700
Phoenix, AZ 85004

EASEMENT

GRANTOR: CITY OF AVONDALE, an Arizona municipal corporation

GRANTEE: ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation

DATE: August __, 2024

RECITALS:

A. Grantor is the owner of the real property situated in Maricopa County, Arizona, located generally south of East Western Avenue between South 3rd St and South 4th St. in City of Avondale, Arizona, commonly known as DeConcini Park (the "Park").

B. Grantee operates and maintains water conveyance and irrigation facilities and related improvements in Maricopa County.

C. Grantor desires to grant an easement to Grantee over, under and upon a portion of DeConcini Park for the purpose of accessing, installing, maintaining and repairing underground water conveyance facilities and related improvements, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, a perpetual, exclusive easement (the "Easement") for the purpose of accessing, installing, maintaining and repairing Grantee's irrigation facilities and related improvements within the Easement Area and any other purpose related thereto.

2. Use by Grantor. Grantor shall have the right to use the Easement Area for any purpose that is not inconsistent with the rights granted to Grantee herein. However, Grantor is not permitted to construct any improvements within the Easement Area without the written consent of Grantee, which shall not be unreasonably withheld. Grantee shall have the right to

alter, relocate or remove any of Grantor improvements installed or constructed by or caused to be installed or constructed within the Easement Area in the event of an emergency. To the extent possible, Grantee shall notify Grantor or their applicable successor(s) or assign(s) of any such emergency and the need for Grantee to alter, relocate or remove any improvements made or caused to be made by Grantor within the Easement Area. Grantee shall further, to the extent possible, try to make emergency repairs to Grantee facilities in such a way as to not have to alter, relocate, or remove any improvements install or constructed within the Easement Area. Following the cessation of the emergency, Grantee shall have no obligation to reinstate or reconstruct any moved, damaged or destroyed property in the process of abating the emergency.

3. Access Right. Grantor also grants to Grantee a nonexclusive license for ingress and ingress over the Park outside of the Easement Area if such ingress and egress is reasonably necessary to facilitate the operation, maintenance, repair and/or replacement of Grantee's facilities located in the Easement Area, provided however, that such ingress and egress shall not unreasonably interfere with Grantor's use of the Park.

4. Private Use. Nothing contained herein shall ever be deemed to create a gift or dedication of all or any portion of the Easement to the general public, it being the intention of Grantor that this Easement will be strictly limited to and for the purposes expressed herein

5. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The term of this easement is perpetual, and it may only be terminated by a writing signed by Grantor and Grantee and duly recorded in the Official Records of the Maricopa County Recorder.

6. Indemnification. Grantor agrees to indemnify and hold harmless and release Grantee from any and all claims for damages arising from Grantor's use of the property within the Easement Area. Grantor shall have no liability or cause to indemnify Grantor as to any claims for any acts or injuries that occur within the Easement Area which are not caused by Grantee's failure to properly maintain and operate its facilities, or by any intentional or reckless acts or omissions committed by Grantee or its agents. Grantor agrees to indemnify and hold Grantee harmless for, from and against any and all claims for damages arising from, or in any way incident to, the use or occupancy of the Easement Property by Grantor, its successor, assigns, invitees, or agents.

7. Maintenance. Grantee may, without notice to Grantor, trim any vegetation in the Easement Area which impedes Grantee's use of or access to its facilities within the Easement Area.

8. Attorneys' Fees. In the event of any action to enforce the provisions of this Easement, the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees.

9. Construction. This Easement shall be construed in accordance with the laws of the State of Arizona. The rule of strict construction shall not apply to this Easement. This Easement

shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment upon the Grantee is implemented.

10. Authority to Sign. Each representative of a party signing this Agreement represents that he or she is authorized to do so.

11. Effective Date. The effective date of this Agreement shall be the date on which the last party executes this Agreement.

12. Incorporation of Recitals. The Recitals written above, and the Exhibits attached hereto and referred to herein, are incorporated by reference into this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The Parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.

[SIGNATURE PAGES TO FOLLOW]

DATED the day and year first above written.

GRANTOR:

CITY OF AVONDALE,
an Arizona municipal corporation

By: _____

Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the the City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the Cityh of Avondale.

Notary Public

My Commission Expires:

GRANTEE:

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By: W. Bruce Heiden

Name: W. Bruce Heiden

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of September 2024, by W. Bruce Heiden the President on behalf of Roosevelt Irrigation District, an Arizona municipal corporation.

Maria Teresa Martinez
Notary Public

My Commission Expires:

2/6/2026

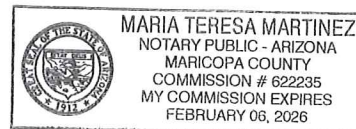


EXHIBIT A

LEGAL DESCRIPTION (IRRIGATION EASEMENT)

(Reference Final Plat "Litchfield Heights" Lots 1, 2 and 3, Block 1 thereof,
in Maricopa County Recorders (MCR) Book 18 of Maps, Page 3)

A portion of Lot 2, Block 1 of "Litchfield Heights" a 1928 plat recorded in Maricopa County Recorders (MCR) Book 18 of Maps, Page 3, being located in the northwest quarter of the northeast quarter (NW1/4, NE1/4) of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, said portion more particularly described as follows:

Commencing at a City of Avondale brass cap in handhole marking the northeast corner of said Section 15, per the Amended Results of Survey recorded in MCR Book 1145, Page 18, from which for a bearing reference, a Maricopa County Highway Department brass cap in handhole marking the north quarter corner of said Section 15, per said Amended Results of Survey recorded in MCR Book 1145, Page 18, bears North 89° 44' 19" West, 2634.05 feet;

Thence along the north line of said northeast quarter of Section 15,
North 89° 44' 19" West, 1465.53 feet;

Thence leaving said north section line, South 00° 15' 41" West, 40.00 feet to the purported south road right of way line of Western Avenue per 1951 quit claim documents recorded in MCR Docket 0786 Page 471 and Page 786, said point being the northwest corner of an existing irrigation easement described and recorded in MCR instrument 2024-0007564, said point also being the POINT OF BEGINNING;

Thence leaving said purported south right of way line of Western Avenue, along the west line of said irrigation easement MCR instrument 2024-0007564, South 01° 27' 00" East, 27.61 feet to the southwest corner of said irrigation easement
MCR instrument 2024-0007564;

Thence leaving said west line, along the south line of said irrigation easement
MCR instrument 2024-0007564, South 89° 44' 19" East, 0.17 feet to the east line of said Lot 2 of "Litchfield Heights";

Thence leaving said south line, along said east Lot 2 line, South 01° 26' 41" East, 262.73 feet to the southeast corner of said Lot 2;

(continued page 2 of 2)

Thence leaving said east Lot 2 line, along the south line of said Lot 2,
North 89° 43' 12" West, 149.52 feet to the west line of said Lot 2;

Thence leaving said south Lot 2 line, along said west Lot 2 line, North 01° 26' 21" West,
11.42 feet to a line parallel with and 12.00 feet measured northerly perpendicular to the
as-built centerline of the existing underground irrigation pipe;

Thence leaving said west Lot 2 line, along said parallel line, North 89° 06' 27" East,
145.41 feet to a line parallel with and 2.50 feet measured westerly perpendicular to said
as-built centerline of the existing underground irrigation pipe;

Thence leaving last said parallel line, along said line parallel with and 2.50 feet measured
westerly perpendicular to the as-built centerline of the existing underground irrigation
pipe, North 01° 19' 19" West, 275.94 feet back to the said purported south road right of
way line of Western Avenue;

Thence leaving last said parallel line, along said south road right of way line,
South 89° 44' 19" East, 3.28 feet back to the POINT OF BEGINNING.

Described Irrigation Easement Parcel contains 2,964 square feet or
0.06804 acres, more or less.

Exhibit Map, attached and made a part hereon.



MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
NORTH QUARTER
CORNER SECTION 15

EXHIBIT MAP

BASIS OF BEARING
WESTERN AVENUE

P.O.C.
CITY OF AVONDALE
BRASS CAP IN HANDHOLE
NORTHEAST CORNER
SECTION 15

CENTRAL AVENUE
MID-SECTION LINE
SECTION 15

N89°44'19"W

2634.05'

1465.53'

DYSART ROAD

3rd STREET

4th STREET

LOT 2
BLOCK 1
LITCHFIELD
HEIGHTS

LOT 1
BLOCK 1
LITCHFIELD
HEIGHTS

PROPOSED
IRRIGATION
EASEMENT

IRRIGATION
EASEMENT
BY SEPARATE
INSTRUMENT

SOUTHEAST
CORNER LOT 2

LOT
LINE

WEST LINE
LOT 3

LOT 3
BLOCK 1
LITCHFIELD
HEIGHTS

SCALE
1"=60'

LINE TABLE

L1=	S00°15'41"W	40.00'
L2=	S01°27'00"E	27.61'
L3=	S89°44'19"E	0.17'
L4=	S01°26'41"E	262.73'
L5=	N89°43'12"W	149.52'
L6=	N01°26'21"W	11.42'
L7=	N89°06'27"E	145.41'
L8=	N01°19'19"W	275.94'
L9=	S89°44'19"E	03.28'



LEGEND

* = CENTERLINE AS-BUILT IRRIGATION
PIPE IN 2024 BY OTHERS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

EXHIBIT 2
TO
ORDINANCE NO. 2031-1124

[Irrigation Easement 2]

See following pages.

When recorded, return to:

Jake D. Curtis
Burch & Cracchiolo, P.A.
1850 N. Central Avenue, Suite 1700
Phoenix, AZ 85004

EASEMENT

GRANTOR: CITY OF AVONDALE, an Arizona municipal corporation

GRANTEE: ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation

DATE: August __, 2024

RECITALS:

A. Grantor is the owner of the real property situated in Maricopa County, Arizona, located generally south of East Western Avenue between South 3rd St and South 4th St. in City of Avondale, Arizona, commonly known as DeConcini Park (the "Park").

B. Grantee operates and maintains water conveyance and irrigation facilities and related improvements in Maricopa County.

C. Grantor desires to grant an easement to Grantee over, under and upon a portion of DeConcini Park for the purpose of accessing, installing, maintaining and repairing underground water conveyance facilities and related improvements, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, a perpetual, exclusive easement (the "Easement") for the purpose of accessing, installing, maintaining and repairing Grantee's irrigation facilities and related improvements within the Easement Area and any other purpose related thereto.

2. Use by Grantor. Grantor shall have the right to use the Easement Area for any purpose that is not inconsistent with the rights granted to Grantee herein. However, Grantor is not permitted to construct any improvements within the Easement Area without the written consent of Grantee, which shall not be unreasonably withheld. Grantee shall have the right to

alter, relocate or remove any of Grantor improvements installed or constructed by or caused to be installed or constructed within the Easement Area in the event of an emergency. To the extent possible, Grantee shall notify Grantor or their applicable successor(s) or assign(s) of any such emergency and the need for Grantee to alter, relocate or remove any improvements made or caused to be made by Grantor within the Easement Area. Grantee shall further, to the extent possible, try to make emergency repairs to Grantee facilities in such a way as to not have to alter, relocate, or remove any improvements install or constructed within the Easement Area. Following the cessation of the emergency, Grantee shall have no obligation to reinstate or reconstruct any moved, damaged or destroyed property in the process of abating the emergency.

3. Access Right. Grantor also grants to Grantee a nonexclusive license for ingress and ingress over the Park outside of the Easement Area if such ingress and egress is reasonably necessary to facilitate the operation, maintenance, repair and/or replacement of Grantee's facilities located in the Easement Area, provided however, that such ingress and egress shall not unreasonably interfere with Grantor's use of the Park.

4. Private Use. Nothing contained herein shall ever be deemed to create a gift or dedication of all or any portion of the Easement to the general public, it being the intention of Grantor that this Easement will be strictly limited to and for the purposes expressed herein

5. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The term of this easement is perpetual, and it may only be terminated by a writing signed by Grantor and Grantee and duly recorded in the Official Records of the Maricopa County Recorder.

6. Indemnification. Grantor agrees to indemnify and hold harmless and release Grantee from any and all claims for damages arising from Grantor's use of the property within the Easement Area. Grantor shall have no liability or cause to indemnify Grantor as to any claims for any acts or injuries that occur within the Easement Area which are not caused by Grantee's failure to properly maintain and operate its facilities, or by any intentional or reckless acts or omissions committed by Grantee or its agents. Grantor agrees to indemnify and hold Grantee harmless for, from and against any and all claims for damages arising from, or in any way incident to, the use or occupancy of the Easement Property by Grantor, its successor, assigns, invitees, or agents.

7. Maintenance. Grantee may, without notice to Grantor, trim any vegetation in the Easement Area which impedes Grantee's use of or access to its facilities within the Easement Area.

8. Attorneys' Fees. In the event of any action to enforce the provisions of this Easement, the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees.

9. Construction. This Easement shall be construed in accordance with the laws of the State of Arizona. The rule of strict construction shall not apply to this Easement. This Easement

shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment upon the Grantee is implemented.

10. Authority to Sign. Each representative of a party signing this Agreement represents that he or she is authorized to do so.

11. Effective Date. The effective date of this Agreement shall be the date on which the last party executes this Agreement.

12. Incorporation of Recitals. The Recitals written above, and the Exhibits attached hereto and referred to herein, are incorporated by reference into this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The Parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.

[SIGNATURE PAGES TO FOLLOW]

DATED the day and year first above written.

GRANTOR:

CITY OF AVONDALE,
an Arizona municipal corporation

By: _____

Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, the the City Manager of the City of Avondale, an Arizona municipal
corporation, on behalf of the Cityh of Avondale.

Notary Public

My Commission Expires:

GRANTEE:

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By: W. Bruce Heiden

Name: W. Bruce Heiden

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of Sept, 2024, by W. Bruce Heiden the President on behalf of Roosevelt Irrigation District, an Arizona municipal corporation.

Maria Teresa Martinez
Notary Public

My Commission Expires:

2/6/2026

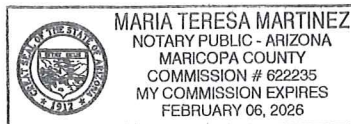


EXHIBIT A

LEGAL DESCRIPTION (IRRIGATION EASEMENT)

(Reference Final Plat "Litchfield Heights" Lots 1, 2 and 3, Block 1 thereof,
in Maricopa County Recorders (MCR) Book 18 of Maps, Page 3)

A portion of Lots 1 and 3, Block 1 of "Litchfield Heights" a 1928 plat recorded in Maricopa County Recorders (MCR) Book 18 of Maps, Page 3, being located in the northwest quarter of the northeast quarter (NW1/4, NE1/4) of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, said portion more particularly described as follows:

Commencing at a City of Avondale brass cap in handhole marking the northeast corner of said Section 15, per the Amended Results of Survey recorded in MCR Book 1145, Page 18, from which for a bearing reference, a Maricopa County Highway Department brass cap in handhole marking the north quarter corner of said Section 15, per said Amended Results of Survey recorded in MCR Book 1145, Page 18, bears North 89° 44' 19" West, 2634.05 feet;

Thence along the north line of said northeast quarter of Section 15,
North 89° 44' 19" West, 1465.53 feet;

Thence leaving said north section line, South 00° 15' 41" West, 40.00 feet to the purported south road right of way line of Western Avenue per 1951 quit claim documents recorded in MCR Docket 0786 Page 471 and Page 786, said point being the northwest corner of an existing irrigation easement described and recorded in MCR instrument 2024-0007564;

Thence leaving said purported south right of way line of Western Avenue, along the west line of said irrigation easement MCR instrument 2024-0007564, South 01° 27' 00" East, 27.61 feet to the southwest corner of said irrigation easement MCR instrument 2024-0007564;

Thence leaving said west line, along the south line of said irrigation easement MCR instrument 2024-0007564, South 89° 44' 19" East, 0.17 feet to the west line of said Lot 1 of "Litchfield Heights", said point also being the POINT OF BEGINNING;

Thence continuing along said south line of said irrigation easement MCR instrument 2024-0007564, South 89° 44' 19" East, 12.49 feet;

(continued page 2 of 2)

Thence leaving said south line, along a line parallel with and 13.50 feet measured easterly perpendicular to the as-built centerline of the existing underground irrigation pipe, South 01° 19' 19" East, 264.00 feet to a line parallel with and 4.00 feet measured southerly perpendicular to said as-built centerline of the existing underground irrigation pipe;

Thence leaving last said parallel line, along said line parallel with and 4.00 feet measured southerly perpendicular to the as-built centerline of the existing underground irrigation pipe, South 89° 06' 27" West, 161.38 feet to the west line of said Lot 3 of "Litchfield Heights";

Thence leaving said parallel lines, along said west Lot 3 line, North 01° 26' 21" West, 4.58 feet to the northwest corner of said Lot 3;

Thence leaving said west Lot 3 line, along the north line of said Lot 3, South 89° 43' 12" East, 149.52 feet to the southwest corner of said Lot 1 of "Litchfield Heights";

Thence leaving said north Lot 3 line, along said west Lot 1 line, North 01° 26' 41" West, 262.73 feet back to the POINT OF BEGINNING.

Described Irrigation Easement Parcel contains 3,680 square feet or 0.08448 acres, more or less.

Exhibit Map, attached and made a part hereon.



MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
NORTH QUARTER
CORNER SECTION 15

EXHIBIT MAP

BASIS OF BEARING
WESTERN AVENUE

P.O.C.
CITY OF AVONDALE
BRASS CAP IN HANDHOLE
NORTHEAST CORNER
SECTION 15

CENTRAL AVENUE
MID-SECTION LINE
SECTION 15

N89°44'19"W

2634.05'

1465.53'

DYSART ROAD

3rd STREET

4th STREET

LOT 2
BLOCK 1
LITCHFIELD
HEIGHTS

LOT 1
BLOCK 1
LITCHFIELD
HEIGHTS

LOT 3
BLOCK 1
LITCHFIELD
HEIGHTS

SCALE
1"=60'

IRRIGATION
EASEMENT
BY SEPARATE
INSTRUMENT

PROPOSED
IRRIGATION
EASEMENT

LOT
LINE

WEST LINE
LOT 3

LEGEND

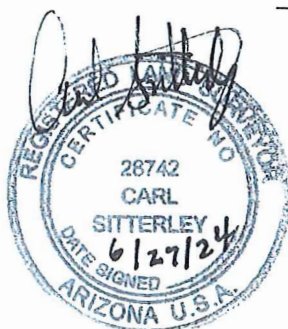
* = CENTERLINE AS-BUILT IRRIGATION
PIPE IN 2024 BY OTHERS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

LINE TABLE

L1=	S00°15'41"W	40.00'
L2=	S01°27'00"E	27.61'
L3=	S89°44'19"E	0.17'
L4=	S89°44'19"E	12.49'
L5=	S01°19'19"E	264.00'
L6=	S89°06'27"W	161.38'
L7=	N01°26'21"W	04.58'
L8=	S89°43'12"E	149.52'
L9=	N01°26'41"W	262.73'



ITEM NUMBER: 4.h.

SUBJECT: Minor Land Division – Lot Split for Santana Ledesma – Application PL-24-0154

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to approve Application PL-24-0154, a request from Dennis F. Keogh of Keogh Engineering on behalf of Santana Ledesma, for approval of a Minor Land Division – Lot Split for Santana Ledesma located generally south of Lower Buckeye Road and east of 127th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The applicant has submitted a request on behalf of the owner for a lot split for a property identified by Assessor Parcel Number (APN) 500-65-012P. The subject property, located generally south of Lower Buckeye Road and east of 127th Avenue, was annexed into the City's limits on August 29, 1990, via Ordinance 484 and is currently zoned R1-6 Residential. The property is bounded to the north by the County Line Road alignment. The parcel is currently improved with a single-family residential dwelling. The owner wishes to subdivide the property to create an additional lot for single-family residential use.

DISCUSSION:

The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the proposed Minor Land Division will dedicate right-of-way and an easement that is necessary for the future construction of roadway improvements. The Minor Land Division will dedicate 25-feet of right-of-way for County Line Road and an 8-foot public utility easement along the northern property line of both parcels.

Approval of the Minor Land Division conforms to the boundaries of the Minor Land Division Map certified by the R.L.S. dated September 11, 2024.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve application PL-24-0154, Minor Land Division – Lot Split for Santana Ledesma and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Veanette Hanson, Terry Dorschied



Vicinity Map



 Subject Parcel

 Proposed Parcel Boundary

Not to Scale





Vicinity Map



DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT SANTANA LEDESMA AND BETTY E. LEDESMA, TRUSTEES OF THE LEDESMA FAMILY LIVING TRUST, DATED DECEMBER 14, 2020, AS OWNERS, HAVE SUBDIVIDED UNDER THE MINOR LAND DIVISION PROCESS A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME AS SHOWN. SANTANA LEDESMA AND BETTY E. LEDESMA, TRUSTEES OF THE LEDESMA FAMILY LIVING TRUST, DATED DECEMBER 14, 2020, AS OWNERS, HEREBY DEDICATE IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT OF WAY AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF AVONDALE FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF: SANTANA LEDESMA AND BETTY E. LEDESMA, TRUSTEES OF THE LEDESMA FAMILY LIVING TRUST, DATED DECEMBER 14, 2020, AS OWNER, HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF SANTANA LEDESMA AND BETTY E. LEDESMA, ITS TRUSTEES THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

SANTANA LEDESMA

BY _____
SANTANA LEDESMA

BETTY E. LEDESMA

BY _____
BETTY E. LEDESMA

ACKNOWLEDGEMENTS

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS ____ DAY OF _____, 20____, SANTANA LEDESMA AND BETTY E. LEDESMA PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELVES TO BE THE LEGAL OWNERS OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SANTANA LEDESMA AND BETTY E. LEDESMA AS OWNERS, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC EXPIRES _____ EXPIRES _____

PARENT LEGAL DESCRIPTION: APN 500-65-012P

THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS INCLUDING COAL, OIL, PETROLEUM, NAPHTHA, ALPHALTUM, BREA, BITUMEN, AND NATURAL GAS AND ALL OTHER HYDROCARBON SUBSTANCES, WHICH MAY EXIST UPON OR AT ANY TIME HEREAFTER EXIST UPON, IN OR UNDER SAID LANDS AND EVERY PART AND PARCEL THEREFROM AS RESERVED IN INSTRUMENT RECORDED IN BOOK 393 OF DEEDS, PAGE 482.

PARCEL A LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 00°51'15" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1154.98 FEET TO THE SOUTHWEST CORNER OF THE THE NORTH HALF OF SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°22'11" EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°51'15" WEST ALONG A LINE PARALLEL TO AND 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 114.96 FEET;

THENCE NORTH 44°54'22" EAST, A DISTANCE OF 34.88 FEET;

THENCE SOUTH 89°20'00" EAST ALONG A LINE PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 103.89 FEET;

THENCE SOUTH 00°53'23" EAST, A DISTANCE OF 139.88 FEET;

THENCE NORTH 89°22'11" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 128.97 FEET TO THE POINT OF BEGINNING.

PARCEL B LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 00°51'15" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1154.98 FEET TO THE SOUTHWEST CORNER OF THE THE NORTH HALF OF SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°22'11" EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 178.98 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°53'23" WEST, A DISTANCE OF 139.88 FEET;

THENCE SOUTH 89°20'00" EAST ALONG A LINE PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 146.15 FEET;

THENCE SOUTH 00°53'23" EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 139.78 FEET;

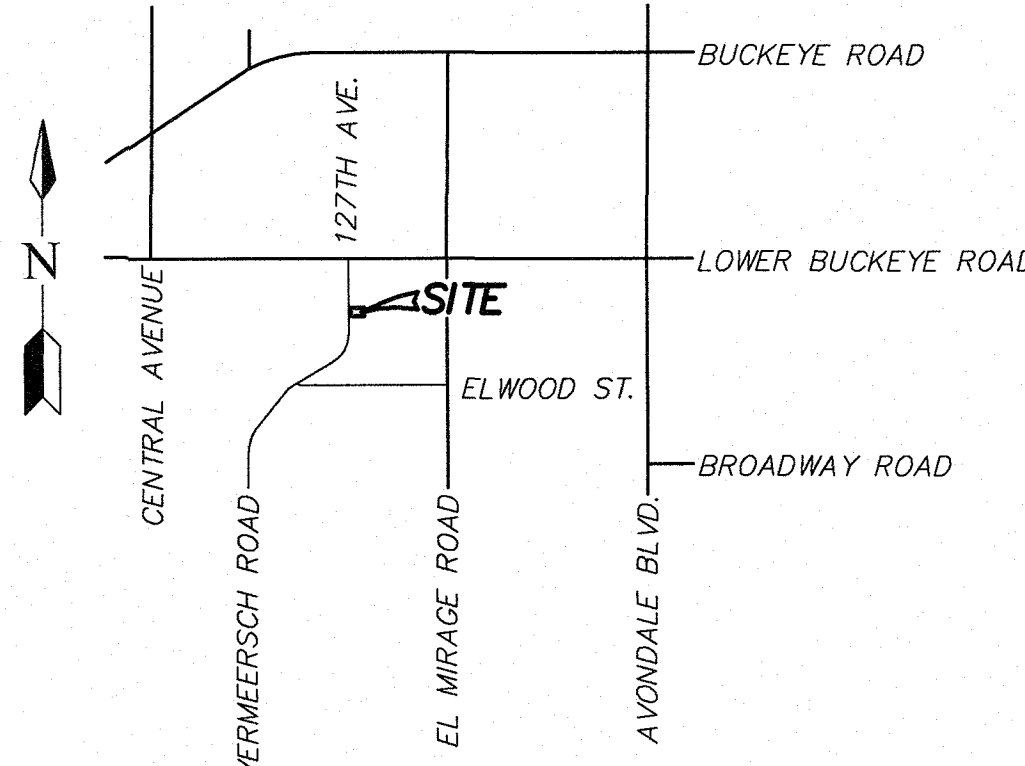
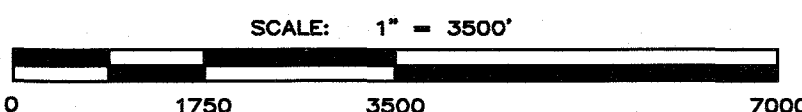
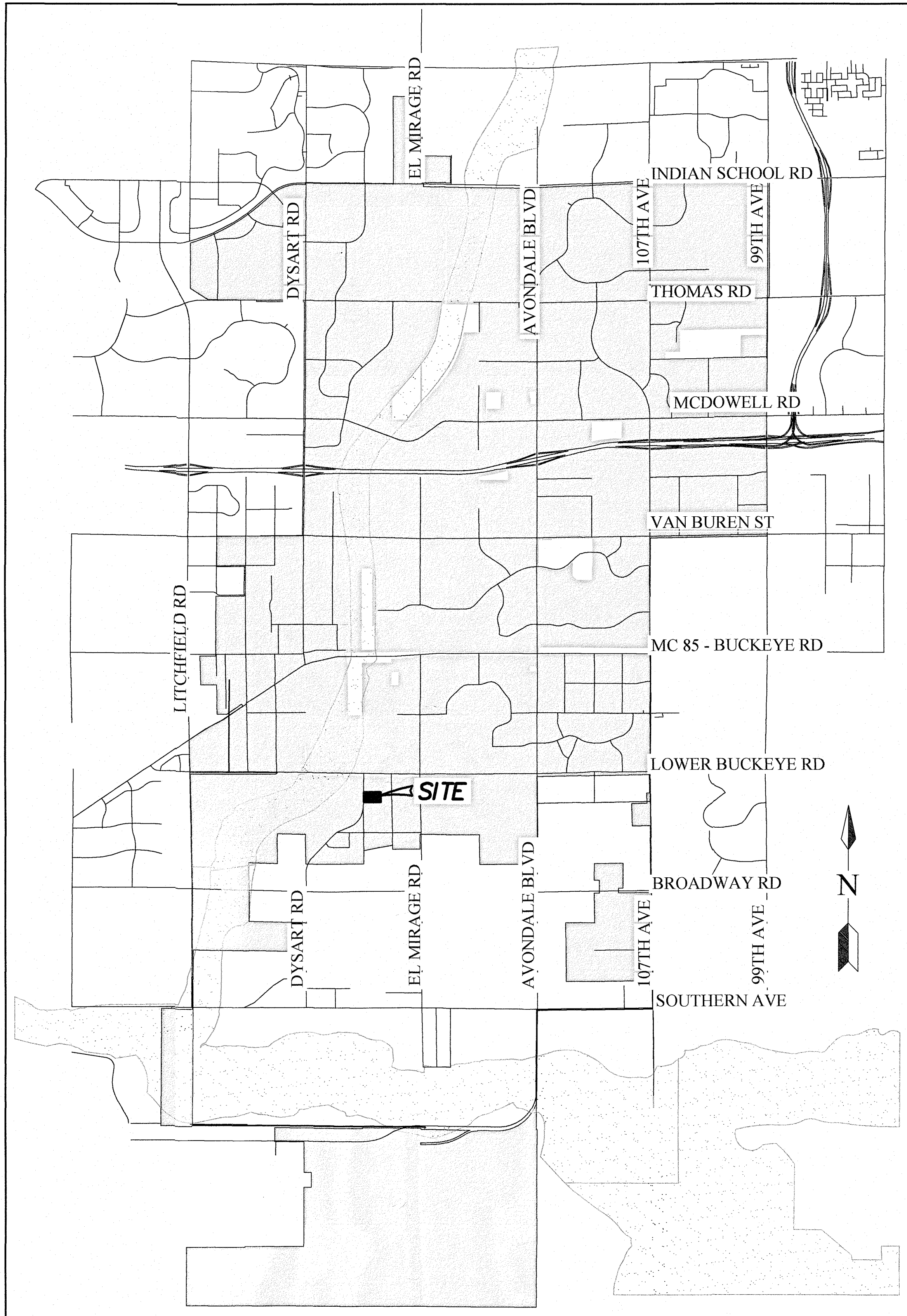
THENCE NORTH 89°22'11" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 146.15 FEET TO THE POINT OF BEGINNING.

MINOR LAND DIVISION—LOT SPLIT

FOR

SANTANA LEDESMA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINTY MAP
Not to Scale

OWNER:

SANTANA LEDESMA AND BETTY E. LEDESMA, TRUSTEES OF THE LEDESMA FAMILY LIVING TRUST, DATED DECEMBER 14, 2020
100 EAST WESTERN AVENUE
AVONDALE, ARIZONA 85323
623-229-6696
sxl7512003@yahoo.com

PROPERTY ADDRESS:

3031 SOUTH 127TH AVENUE
AVONDALE, ARIZONA 85323

R/W DEDICATION TABLE

STREET CLASSIFICATION	R/W DEDICATION	
	S.F.	ACRES
LOCAL	6,242	0.14
COLLECTOR	2,595	0.06
ARTERIAL	0	0

BENCHMARK

BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRB&M, MARICOPA COUNTY, ARIZONA. ELEVATION=958.991 (NAVD88 DATUM)

BASIS OF BEARINGS

SOUTH 89°08'56" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA PER RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 694 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA.

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 _____, 20____.

MAYOR _____ DATE _____

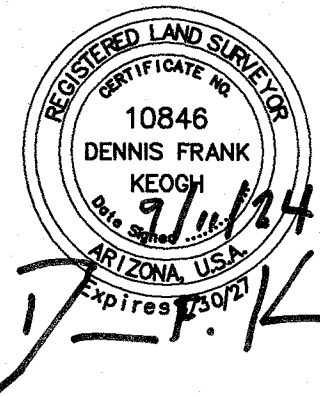
ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION:

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

D. F. Keogh 9/11/24
REGISTERED LAND SURVEYOR DATE



SANTANA LEDESMA
MINOR LAND DIVISION FOR SANTANA LEDESMA
MINOR LAND DIVISION



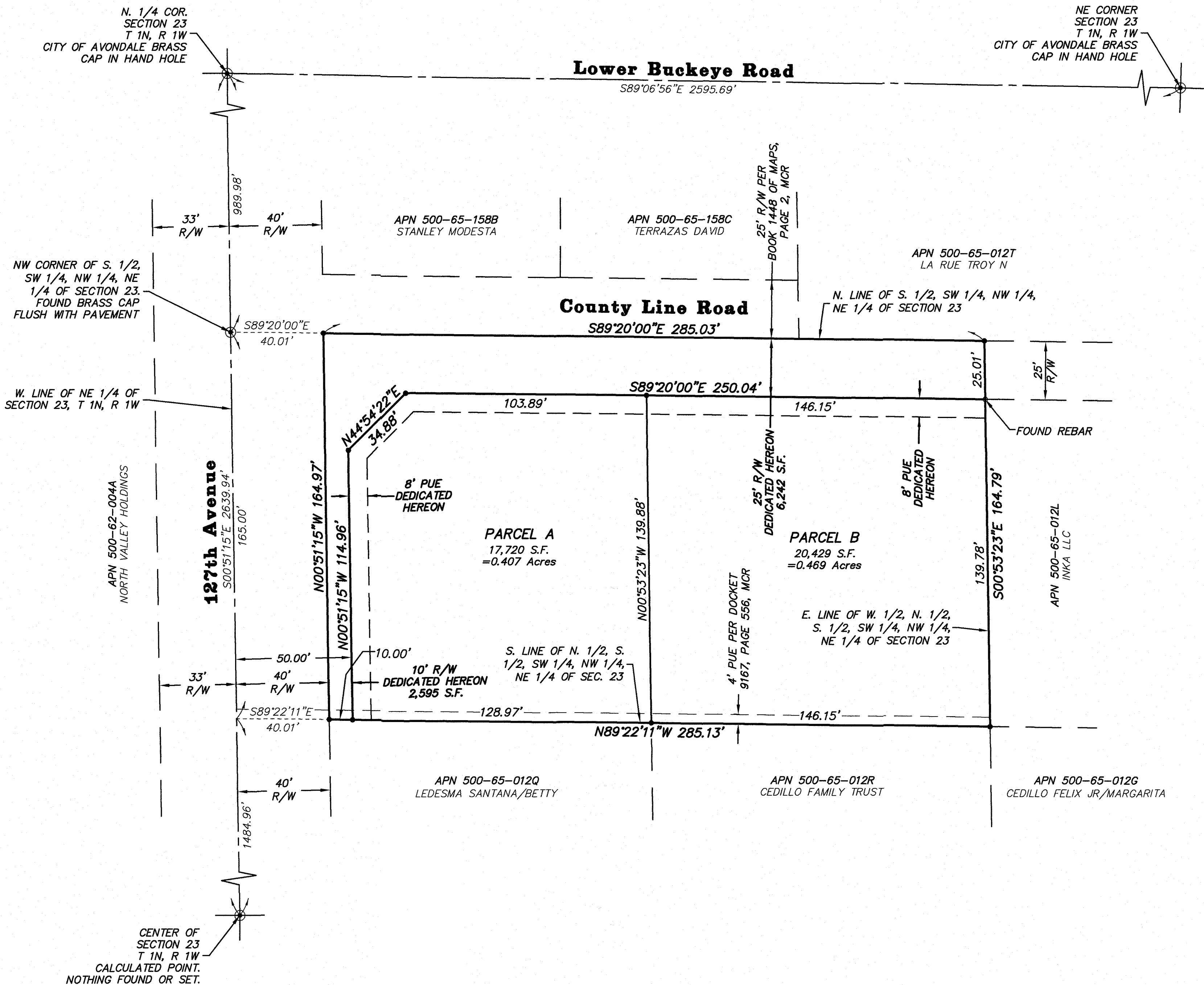
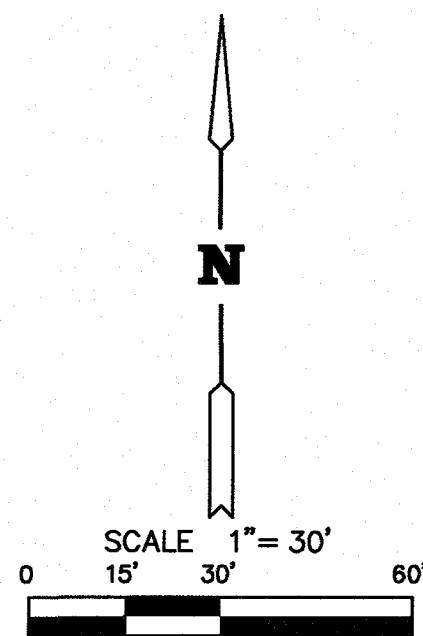
ORIGINAL PLAN DATE
FEB., 2024
LATEST REVISION DATE
SEP., 2024
SHEET NUMBER
1 OF 2
PROJECT NUMBER
22515

MINOR LAND DIVISION—LOT SPLIT

FOR

SANTANA LEDESMA

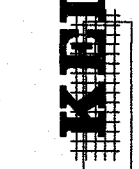
A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



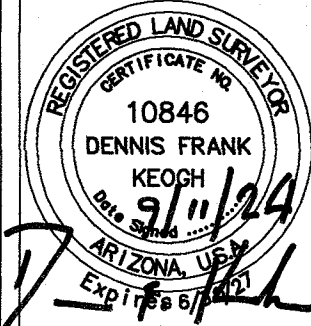
LEGEND

APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
⊙	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET REBAR WITH CAP LS10846 UNLESS OTHERWISE NOTED)
○	FOUND MOUNUMENT AS NOTED
---	PROPERTY LINE
---	EASEMENT LINE
---	STREET CENTERLINE
---	ADJACENT LOT OR R/W

Keogh Engineering, Inc.
650 N. 137TH AVENUE, SUITE 100 • GILBERT, ARIZONA 85338
PHONE: (602) 535-7260
EMAIL: keogh@keogheengineering.com



SANTANA LEDESMA
PROJECT NAME
MINOR LAND DIVISION FOR SANTANA LEDESMA
PLAN TYPE
MINOR LAND DIVISION



ORIGINAL PLAN DATE
FEB., 2024
LATEST REVISION DATE
SEP., 2024
SHEET NUMBER
2 OF 2
PROJECT NUMBER
22515

ITEM NUMBER: 4.i.

SUBJECT: Final Plat of Starbucks – Application PL-24-0207

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to approve Application PL-24-0207, a request from Daniel Cox of SimonCRE JC Acacia V, LLC, on behalf of Nico Howard, for approval of Final Plat of Starbucks located generally north of Lower Buckeye Road and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On November 15, 2021, City Council approved “Final Plat of NEC Avondale Boulevard and Lower Buckeye Road” as recorded in Book of Maps 1660, Page 42 of the Maricopa County Recorder’s Office. The plat divided an 8.67 gross-acre site into three (3) lots as follows:

Lot 1 – 3.65 acres
Lot 2 – 1.58 acres
Lot 3 – 3.35 acres

The plat also dedicated an 18-inch private utility easement.

DISCUSSION:

The applicant is requesting approval of a replat of Lot 3 which is identified by Assessor’s Parcel Number (APN)

101-54-940. The proposed replat will divide Lot 3 into two (2) lots as follows:

Lot 3A – 1.01 acres

Lot 3B – 2.33 acres

The plat will dedicate a 20-foot public waterline easement across both lots.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated September 27, 2024.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve application PL-24-0207, Final Plat of Starbucks, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Veanette Hanson, Amapola Arreola



LOWER BUCKEYE ROAD

Vicinity Map



 Subject Parcel





LOWER BUCKEYE ROAD

Vicinity Map



Subject Parcel



Lot Boundary

Not to Scale



FINAL PLAT OF STARBUCKS

A REPLAT OF LOT 3 AS SHOWN ON "FINAL PLAT OF NEC AVONDALE BOULEVARD & LOWER BUCKEYE ROAD", RECORDED IN BOOK 1660 OF MAPS, PAGE 42 AND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)ss

Know All Men By These Presents:

That Lower Buckeye and Avondale, LLC, an Arizona limited liability company, as owner, has subdivided under the name of "STARBUCKS", a replat of Lot 3 of "NEC AVONDALE BOULEVARD & LOWER BUCKEYE ROAD", a subdivision recorded in Book 1660 of Maps, page 42 and being a portion of the Southwest quarter of Section 18, Township 1 North, Range 1 East, Gila & Salt River Base & Meridian, Maricopa County, Arizona and hereby publishes this plat of said "STARBUCKS" and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets and easements constituting same, and that the lots and streets shall be known by the number or name given each respectively on said plat and that Lower Buckeye and Avondale, LLC, as owner, dedicates a waterline easement to the City of Avondale as shown hereon.

In witness whereof:

Lower Buckeye and Avondale, LLC, an Arizona limited liability company, as legal owner, has hereunto affixed its signature this _____ day of _____, 2024.

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)ss

On this, the _____ day of _____, 2024, before me the undersigned, Nico Howard, appeared and acknowledged himself to be the manager of Lower Buckeye and Avondale, LLC, an Arizona limited liability company, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in the name of the company by himself as manager.

In witness whereof:

I hereunto set my hand and official seal.

Notary Public

My Commission Expires

PARENT PARCEL DESCRIPTION

Lot 3, of "FINAL PLAT OF NEC AVONDALE BOULEVARD & LOWER BUCKEYE ROAD", according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1660 of Maps, Page 42.

APN 101-54-940

SHEET INDEX

Sheet 1: Cover Page

Sheet 2: Replat Map

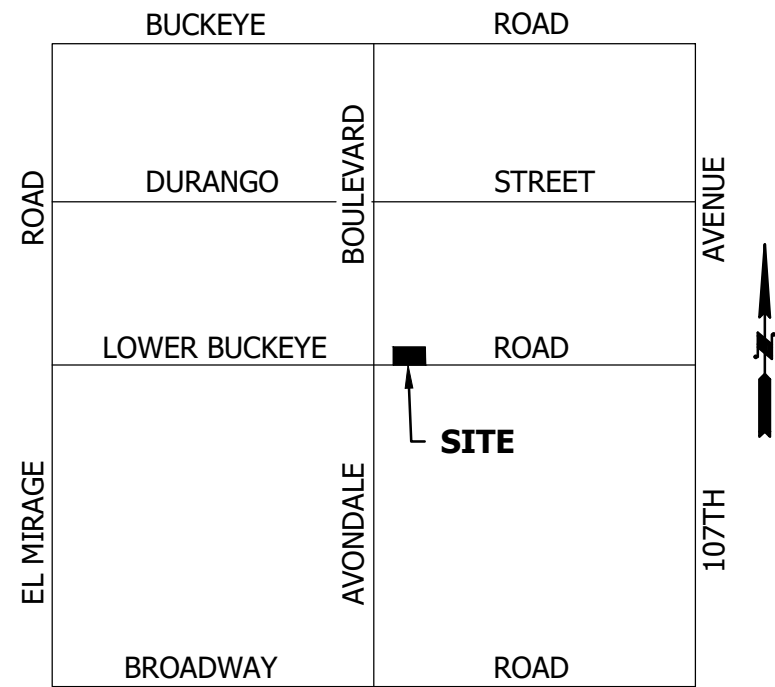
LAND AREA TABLE

Lot 3A:	1.0160 Acres	44,257 S.F.
Lot 3B:	2.3354 Acres	101,732 S.F.
Total:	3.3514 Acres	145,989 S.F.

100 YEAR ASSURED WATER SUPPLY

The area platted hereon lies within the domestic water service areas of the City of Avondale which is designated as having an assured water supply pursuant to Section 45-576 Arizona Revised Statutes

VICINITY MAP



OWNER

Lower Buckeye and Avondale, LLC
11811 N. Tatum Blvd, Suite 1051
Phoenix, Arizona 85028
Phone (602) 373-4502
email: nico@silverbackcp.com

SURVEYOR

Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, Arizona 85396-1255
Phone (602) 703-7010
email: landsurveyservices@cox.net

NOTES

- All utility and public service easements, including any limitations of easements; and construction within such easements shall be limited to utilities, landscaping and wood, wire or removable section type fences.
- All utilities shall be installed underground.
- All electric and communication lines to be constructed underground as required by the Arizona Corporation Commission.
- No alterations shall be made to the storm water retention areas that area part of these premises without written approval by the City of Avondale.
- No structures shall be constructed in or across nor shall other improvements or alterations be made to the drainage facilities that are a part of this subdivision without written authorization by the City of Avondale.
- All retention basins must drain any storm event up to and including 100 year, 2 hour storm within 36 hours. Owner must take corrective actions to bring the basin into compliance.
- This plat sets forth a blanket drainage easement across Lots 4 through 5.

BENCHMARK

GDACS Point Name: 54059-1

Brass cap in handhole at the West quarter corner of Section 18, T1N, R1E, located at the intersection of Avondale Boulevard and Durango Street.

Elevation = 983.779 feet (NAVD 88 Datum)

BASIS OF BEARINGS

The Basis of Bearings shown hereon is the South line of the Southwest quarter of Section 18, being South 88° 42' 28" West as taken from the plat of "NEC AVONDALE BOULEVARD & LOWER BUCKEYE ROAD" as recorded in Book 1660 of Maps, page 42.

APPROVALS AND ACCEPTANCE OF DEDICATION

Plat approved and dedicated easements accepted by the Council of the City of Avondale, Arizona, this _____ day of _____, 2024.

Mayor _____ Date _____

Attest, City Clerk _____ Date _____

City Engineer _____ Date _____

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 August, 2024. That the plat is correct and accurate. That the monuments shown hereon have been located or established as described and the lot corners permanently set.

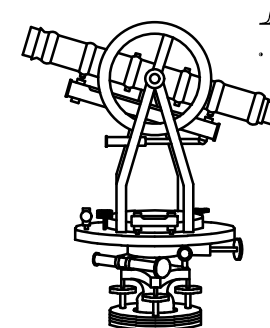
Thomas L. Rope _____ 9/27/2024
Registered Land Surveyor Date

Drawn By: Thomas Rope

Date: AUG 2024

Job No.: 23050-P

Sheet No.: 1 of 2



Land Survey Services PLC

20651 W. PASADENA AVENUE

BUCKEYE, AZ 85396-1255

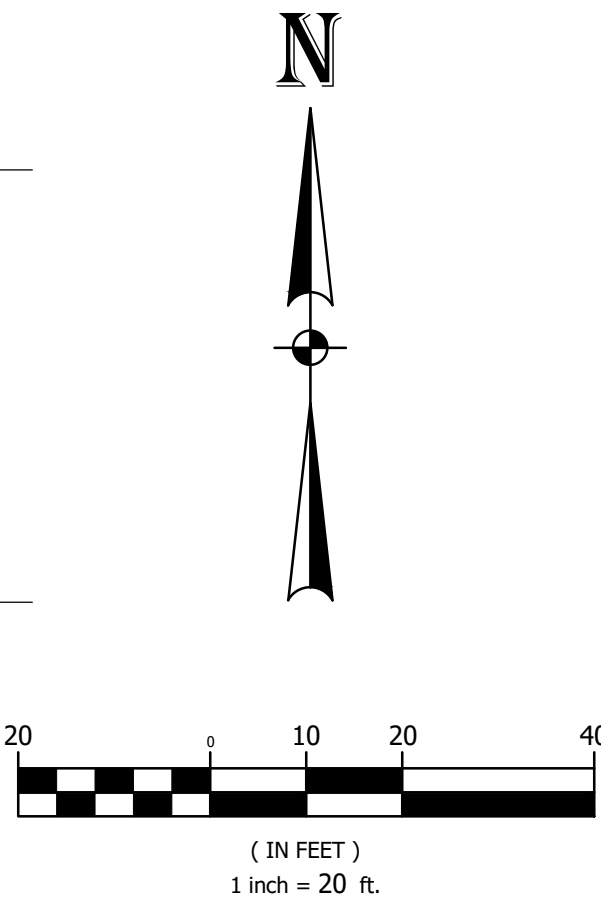
PHONE NO. 602.703.7010

LandSurveyServices@cox.net

JOINT DRIVEWAY ESMT
PER DOC #2021-388748

ROAD

LandSurveyServices@cox.net



S.C.

SUBDIVISION CORNER

SET REBAR WITH CAP LS 21081
(UNLESS NOTED OTHERWISE)

PROPERTY LINE

△ SECTION CORNER

— — — — — EASEMENT LINE

————— ADJOINER LOT LINE

S1/4 CORNER
SEC 18 T1N, R1E
— FND 1" PIPE 1.4'
BELOW GROUND
AT 107TH AVENUE

ITEM NUMBER: 5.a.

SUBJECT: Parks, Recreation & Libraries Master Plan Update

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Corey Larriva, Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- **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.

The Master Plan serves as a strategic guide for identifying future recreation and library opportunities for the Avondale community, while also optimizing the use of its natural resources and open spaces. Since the last update in 2017, many goals and objectives have been successfully achieved. This latest update offers a refreshed perspective on the community's current recreational needs and provides a blueprint for meeting them in the years ahead.

PURPOSE:

Staff will provide an update to City Council regarding the City's Parks, Recreation & Libraries Master Plan 2024 Update. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The Parks, Recreation and Libraries Master Plan has been developed by BerryDunn Local Government Practice Group and the plan is essential to ensure that the community's growing and evolving needs are met in a thoughtful, sustainable way. It serves as a strategic blueprint, guiding resource allocation, enhancing services, facility improvements, and program development to enrich the lives of residents and support a high quality of life. Through this plan, Avondale can prioritize community values, adapt to demographic changes, and create vibrant, accessible spaces that foster health, inclusivity, and connection.

Overall, this plan is designed to ensure that Avondale's spaces and services address both current and future needs, while improving the well-being of the community.

DISCUSSION:

Jason Genck, Manager and Practice Lead for BerryDunn's Local Government Practice Group will present an update on the outcomes of the master plan's engagement strategy. The presentation will review key objectives, including creating outstanding customer experiences, delivering dynamic services, providing safe spaces for play and connection, and planning for growth and achievement.

Additionally, the presentation will cover the strategic initiatives: ensuring opportunities for all, preserving valued assets, connecting the Avondale community, nurturing organizational vitality, and leading with innovation and sustainable practices. The findings in the master plan encompass a thorough examination of several key areas, including, department financial conditions, community needs and priorities, comparative analysis findings, level of service assessment, walkability analysis, program assessment, and organizational assessment.

Councilmembers will have an opportunity to share input on community priorities to help align the master plan with Council and resident values.

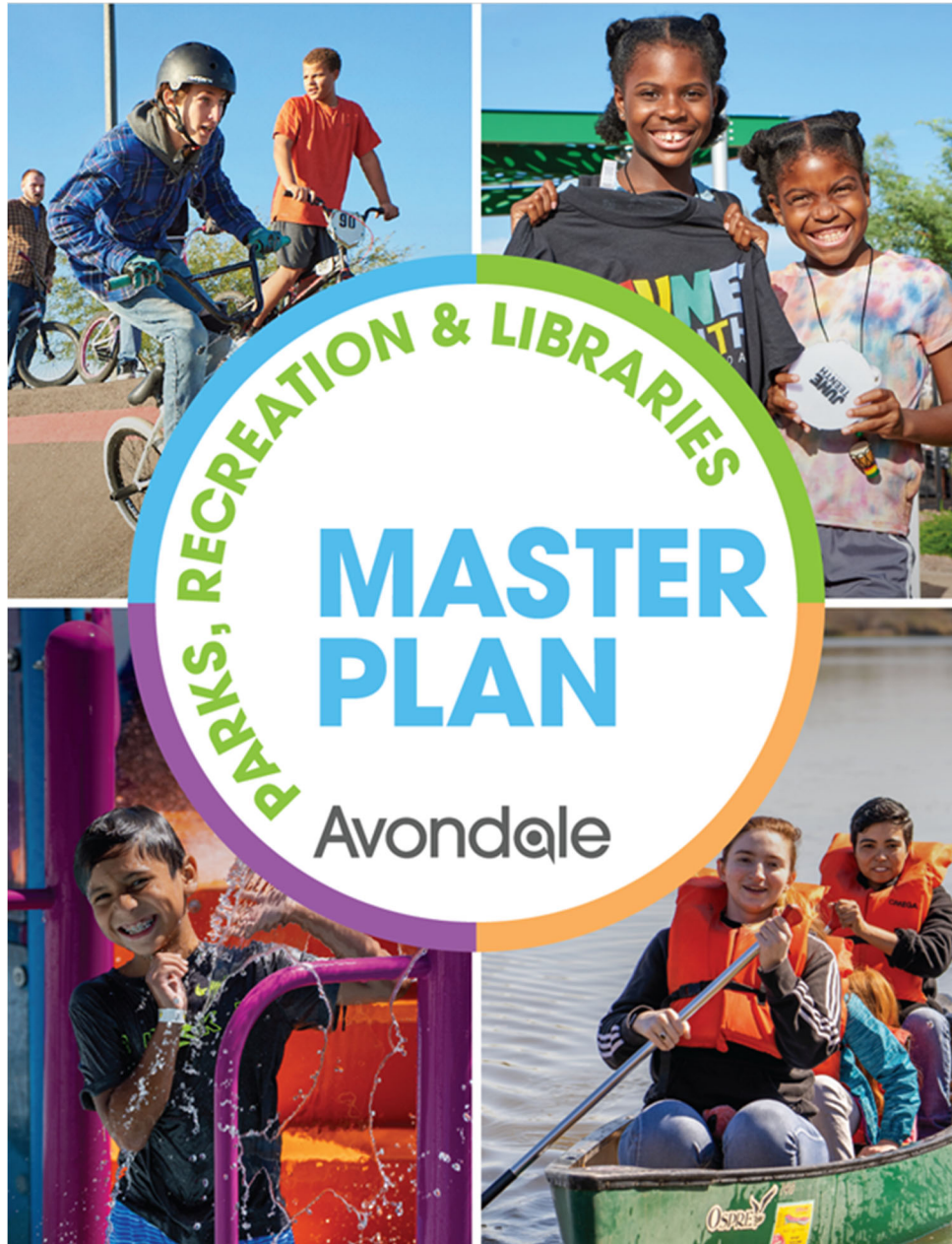
BUDGET IMPACT:

Not applicable

RECOMMENDATION:

This item is for presentation only.

*Contact person for document distribution: Corey Larriva - Director, Parks, Recreation & Libraries
Stacy Swainston - Assistant Director, Parks, Recreation & Libraries*



November 7, 2024: Draft V1

Thank You!

Avondale's guiding principle is "Making Lives Better," and this promise is brought to life through safe and welcoming parks, diverse recreational offerings, and engaging community events that bring neighbors together and foster a sense of unity and pride. The success in creating an enriching, vibrant community wouldn't be possible without the strong support and dedication of the Avondale City Council. Through their guidance, leadership, and visionary outlook, they have shaped a path forward that prioritizes the well-being and happiness of every resident. The city council's investment in creating opportunities for growth and connection empowers staff to reach new heights in serving the community.

The Avondale City Council's Strategic Plan identifies diverse recreation and entertainment opportunities as an essential element of service delivery to its community. With the ongoing support of the Avondale City Council and the shared efforts of the Avondale community, we are building a brighter future and enhancing the quality of life for all who call Avondale home.

The Avondale City Council



Mike Pineda
MAYOR



Curtis Nielson
VICE MAYOR



Veronica Malone
COUNCILMEMBER



Gloria Solorio
COUNCILMEMBER



Max White
COUNCILMEMBER



Tina Conde
COUNCILMEMBER



Jeannette Garcia
COUNCILMEMBER



Executive Summary

Driven by the energetic theme, “Vamos! Jump Into Fun,” this master plan serves as a strategic roadmap for guiding future parks, recreation, and library services in Avondale.

This comprehensive and visionary planning process aligns community and organization priorities to focus services, experiences, and sustainable development of spaces. By strategically maximizing resources and planning, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.



The City of Avondale Parks, Recreation, and Libraries Department’s vision is clear: **“Enriching the Avondale community through learning and recreational opportunities that reflect our vitality and diversity.”** Supporting this goal is the department’s mission, **“Making lives better with dynamic services and spaces to learn, play, and connect.”** The purpose and mission guide planning for the future of the Avondale community.

“Vamos! Jump Into Fun” shares the focus areas and goals for exceptional parks, recreation, and library experiences in Avondale:



The City is excited to move forward in a shared vision with the Avondale community over the next decade of dynamic parks, recreation, and library experiences that help make Avondale an iconic destination to live, work, and play.

Strategic Initiatives

“Making lives better with dynamic services and spaces to learn, play, and connect” is a bold and community-centered mission for the department. It demonstrates dedication to the importance of parks, recreation, and libraries for the community. To support this, five strategic initiatives have been identified as the cornerstone of this plan.

Through these initiatives, Avondale further commits to a thriving quality of life through parks, recreation, and library services that evolve in step with the diverse needs of the community. Each initiative represents an important component of the department’s commitment to exceptional services. By aligning resources, efforts, and priorities with these strategic initiatives, a roadmap for success is forged, guiding decisions and actions in the years to come.

The strategic initiatives—**Opportunities for All, Preserve Valued Assets, Connect the Avondale Community, Nurture Organization Vitality, Lead Through Innovation and Sustainable Practices**—are supported by recommended actions for success. Detailed recommendations with supporting information are provided in the full master plan document.

Opportunities for All

While the department provides exceptional and diverse services for the community, the access to services varies significantly depending on the resident's location. Parks, recreation, and library facility locations will need to expand in a way that provides greater service levels to all residents of Avondale. In addition, the types of services will need to continue evolving to be responsive to growing community interests like trails, open space, cultural arts, libraries, indoor recreation, and potentially increased operating hours of existing facilities.

Preserve Valued Assets

Preserving Avondale's valued assets is essential to helping ensure the continuation of high-quality facilities and services for generations to come. This initiative focuses on maximizing limited financial resources for proactive maintenance to address immediate needs and long-term care. This may include providing more capital and operational resources to help sustain parks, recreation, and library resources.

Connect the Avondale Community

Avondale residents take tremendous pride in parks, recreation, and libraries. This is evident in participation numbers, popularity of community events, and input provided throughout future planning efforts. Department offerings serve as a cornerstone of a high quality of life for Avondale residents. The department should build upon this strategic initiative by further connecting the community through trails, addressing gaps and barriers to participation, increasing accessibility to services, and providing necessary resources to sustain long-term success.

Nurture Organization Vitality

While Avondale continues to experience new growth and demands, it also continues to catch up with existing impacts. To sustain and maximize the high-quality experiences that residents and visitors enjoy, Avondale will need to continue to further prioritize expanding resources. Increasing the number of staff, training, operational resources, facilities, and equipment should be pursued to successfully meet the community's evolving demands.

Lead Through Innovation and Sustainable Practices

Evident throughout this planning effort is the appreciation and expectation from the Avondale community that parks, recreation, and library services should be implemented through innovation and sustainable practices. The department's approach to services should continue and advance through innovation and sustainable efforts such as new technologies, conservation efforts, and responses to industry and community trends.

Organizational Ecosystem

Avondale is recognized as a dynamic community—and for good reason. Residing in Avondale offers a sense of belonging to an engaging community that caters to diverse interests. Residents cherish the family-friendly neighborhoods. The City takes pride in being an excellent place for people to live, work, and enjoy leisure activities. As one of the fastest-growing areas in the Phoenix metropolitan area, Avondale is committed to enhancing open spaces and amenities, while also attracting reputable businesses and employers to the region.

The City describes the Avondale lifestyle in three words: ***Aspiring, Achieving, Accelerating***

	ASPIRING Avondale is a welcoming community that provides people of a wide range of backgrounds a place to fulfill their dreams. There is a community wide effort to support education, local businesses and each other as Avondale moves forward. The community of Avondale is limitless in its potential, and those who reside here identify with the notion that they can be who and what they want to be.
	ACHIEVING Avondale has demonstrated over the past ten years that it can raise families, support business success and provide a wide range of educational opportunities for its residents. Avondale and its leadership have harnessed their potential and are accomplishing great things every day. Those community leaders are pillars of the community from various backgrounds and industries, i.e. tech companies, educators, business owners, elected officials, marketing and design management and much more. This sense of achievement has spread throughout the community of Avondale and is encouraging the larger population, including the youth, to go after what they want and be exactly who they are.
	ACCELERATING Moving ahead, Avondale is poised to grow and prosper. The notions of aspiring and achieving come together to show a community on the move. Avondale is a progressive community that is ready to take on the future. The community has dreams of development and growth and is positioned to break ground on many new frontiers. With a supportive community and a diverse culture.
	If you move to Avondale, there will be a welcoming community waiting to support you and your family. If you bring your business to Avondale, you will find an environment that will stimulate success and a community ready to be your first customers. If you invest in Avondale, you have chosen a financially stable, well-run city that has proven it is a solid investment for the future.

Avondale's growth has been rapid. In 2023, Avondale's population was an estimated 92,168 residents—an 87% increase from 2000 (35,909 residents). Future projections suggest some growth, with an anticipated population of 96,266 by 2028.

Parks, recreation, and library service offerings and participation have expanded and evolved throughout Avondale's growth. Recent data highlights over 131,000 annual participants throughout programs, activities, and classes (these numbers are growing with the opening of

the Mountain View Community Center and Avondale Aquatic Center). The department manages 13 parks, spanning over 200 acres of parkland, and oversees a recently renovated community center and a new state-of-the-art water park. Alternative service providers add nearly 500 acres of open space and parkland to the system. Combined, these opportunities and amenities create a robust system that enhances the quality of life, wellness, and enjoyment of residents and visitors.

This plan provides diverse strategies to help ensure that parks, recreation, and library services are aligned with community and organization demands.

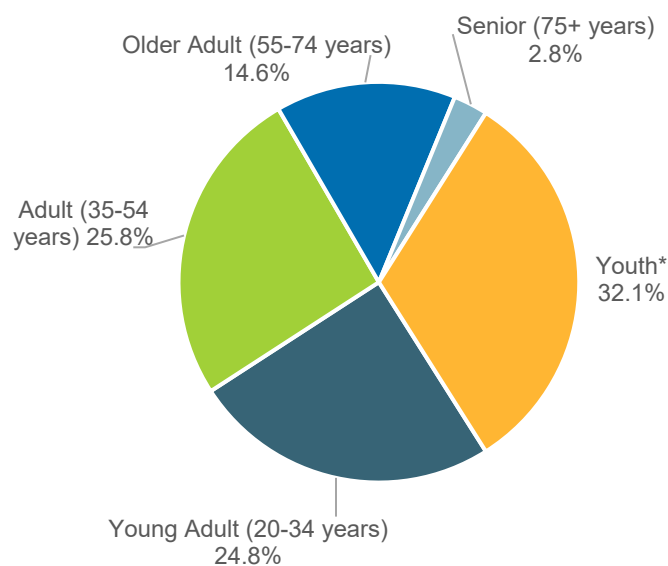
Demographic Assessment

Demographic insights not only guide service provision but also resource allocation, equity preservation, and inclusion facilitation. The Opportunities for All (OFA) Report, included in the full plan document appendices, underscores the importance of understanding community makeup for integrating inclusion into daily practices.

Avondale's population is growing, with projections reaching 96,266 by 2028. As population dynamics evolve, the department must remain responsive, continuously reviewing demographic changes to meet service demands.

The median age of Avondale residents is 31 years, which is slightly lower than Arizona's 2023 median age of 38 and the United States' (39 years). The age groups composing the largest percentage of Avondale's population are youth (ages 0 – 19) at 32.1%, adults (ages 35 – 54) at 25.8%, and young adults (ages 20 – 34) at 24.8%. Of the youth age groups, those five to nine years old make up the highest percentage with 8.4%, followed by ages zero to four with 8.3%.

Age Distribution (2023)

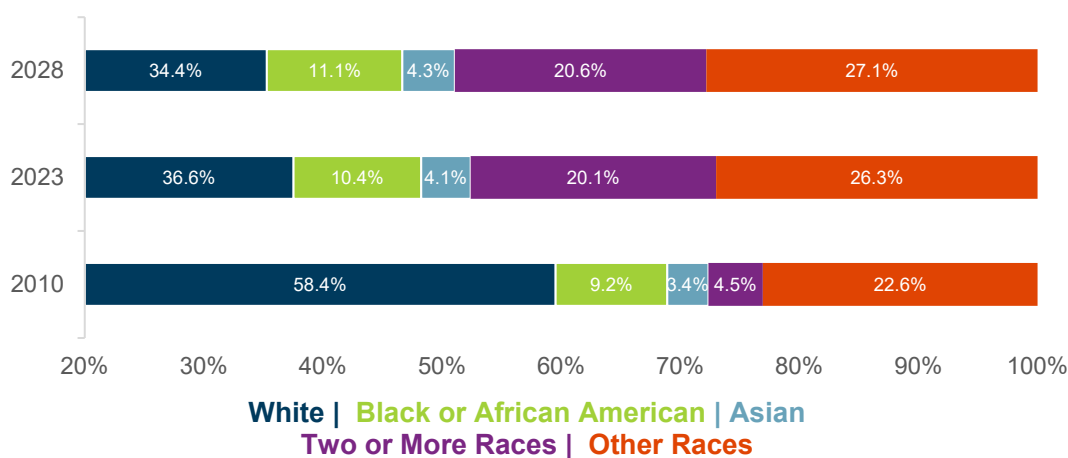


*Youth age range is determined as: 0 – 4 (8.3%), 5 – 9 (8.4%), 10 – 14 (8.0%), 15 – 19 (7.3%)

Financially, Avondale residents exhibit strength, with household incomes surpassing state and national averages. This stability suggests a willingness to invest in high-quality parks and recreation services. However, with 11% of the Avondale population living below the federal poverty line, ensuring equitable access for all residents, regardless of financial status, remains crucial.

Avondale is becoming more diverse over time. From 2010 – 2023, the white population decreased by 21.8%. Those who identify as two or more races increased by 15.6%. Those who identify as being of Hispanic origin (regardless of race) increased 6% between 2010 and 2023, with a 2023 Hispanic population of 56.3%.

Racial Diversity (2010 – 2028)



Avondale is experiencing increasing racial and ethnic diversity, highlighting the need to expand culturally inclusive programming in parks, recreation, and library services to cater to a broad spectrum of backgrounds. This data informs the overarching plan, helping to ensure recommendations are inclusive across all resident demographics and income levels.

Department Financial Conditions

The City significantly increased its investments in parks, recreation, and library services over the past three years, supporting a period of notable growth, with an operating budget increase of 156% since 2022. This growth is linked to increases in revenues from fees and charges and investments in future revenue-generating amenities. Primary areas of focus for these revenue-supported investments include aquatics, grounds maintenance, and recreation. Additionally, the department’s capital budget expenditures have nearly doubled since 2022. Over the three-year time frame, the department has invested \$48.6 million in capital needs.

Looking ahead into this planning period, continued financial commitment will be necessary to meet community demands. As new facilities and amenities are added, it is crucial that operational and capital funding keeps pace to maintain the quality and accessibility of services for residents. These investments not only enhance public spaces but also help create a well-rounded community experience.

To help ensure the financial sustainability of these additions, Avondale must also consider the long-term costs associated with infrastructure, staffing, operations, programming, and support functions. Proper planning and continued investment will help ensure these resources remain accessible and beneficial for the community well into the future.

Community Needs Assessment

Understanding community needs and trends in parks and recreation is crucial for the department's success. Avondale prioritizes community input to effectively plan for and respond to changes. When initiating “Vamos! Jump Into Fun,” the department pursued broad and inclusive efforts to engage the community to help ensure accurate identification of community desires. Some examples of engagement efforts include “pop-up” opportunities to meet community members at strategically identified areas throughout the community, a statistically valid survey, an online engagement portal, discovery and focus group sessions, and more.

The community needs assessment is grounded in insights gathered from comprehensive engagement, complemented by benchmarked best practices and trends from other agencies. To evaluate Avondale’s position among peer agencies, BerryDunn used both traditional comparative analysis methods and a think tank approach, which helped bring broader perspectives to inform the decision-making and planning processes, helping to ensure consideration of diverse viewpoints and best practices from outside the immediate surroundings.

To help further assess community needs, findings were reviewed, discussed, and refined with key City leadership groups, advisory boards, cross-department executive staff, and department staff.

Community Priorities

The community priorities identified are based on the comprehensive engagement conducted throughout the planning process. These priorities were reviewed and enhanced through additional efforts such as presentations, discussions, and visioning efforts with the community and the City. As a result of engagement efforts, the following community priorities were identified:

Facilities/Amenities

High	Medium	Low
Shade	Turf improvements	Golf-related assets
Pickleball courts	Technology centers	Bike skills trail
Indoor pool*	Rock wall/climbing	Disc golf
Art/history/cultural spaces	Accessible playgrounds	
Trails	Dog parks	
Libraries		

**Community survey was conducted prior to opening of the Avondale Aquatic Center.*

Programming

High	Medium	Low
More community events	Older adult programs/trips	Golf-related activities
Adult fitness programs	Pickleball instruction	Teen programming
Outdoor exercise options	Water recreation classes	
Digital library and media	Performance/arts space	
Adult aquatic classes		
Environmental education		
Human services programs		
Arts programming		

Other Priorities

High	Medium	Low
Marketing/awareness		
Trail connectivity		
Affordability		

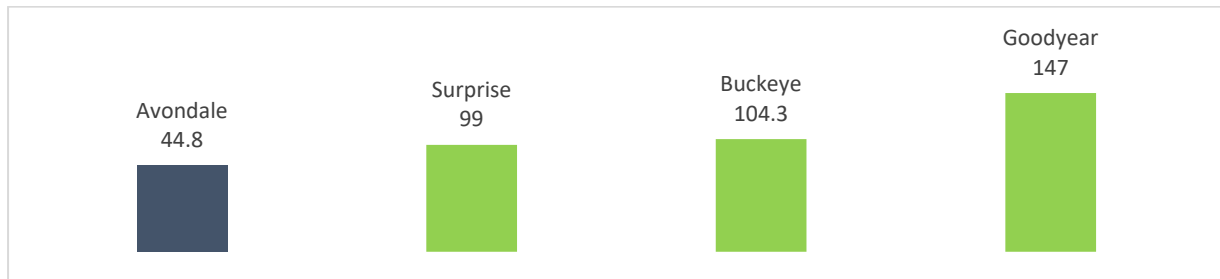
Comparative Analysis Findings

Benchmarking against similar high-performing agencies can yield valuable insights into the provision of parks, recreation, and library services. Analysis assessed the department's standing relative to similar agencies in finances, operations, and program offerings.

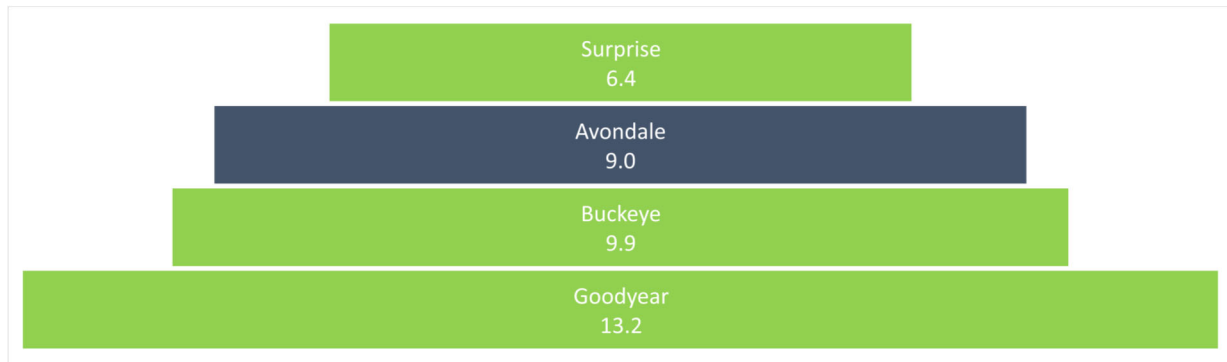
The benchmarked agencies compared to the department include the cities of Goodyear (AZ), Buckeye (AZ), and Surprise (AZ). Data was drawn from the 2022 National Recreation and Park Association (NRPA) Park Metrics. Key highlights include:

- Avondale serves a population of approximately 89,000 residents with 80 full-time equivalent employees (FTEs).
- Avondale has the lowest operating budget among benchmarked agencies, with an operating budget of \$5.6 million (utilizing FY23 data).
- Avondale has the third-highest total revenue to total operating expenditures at 27%, showcasing effective financial management.

Total Number of FTEs

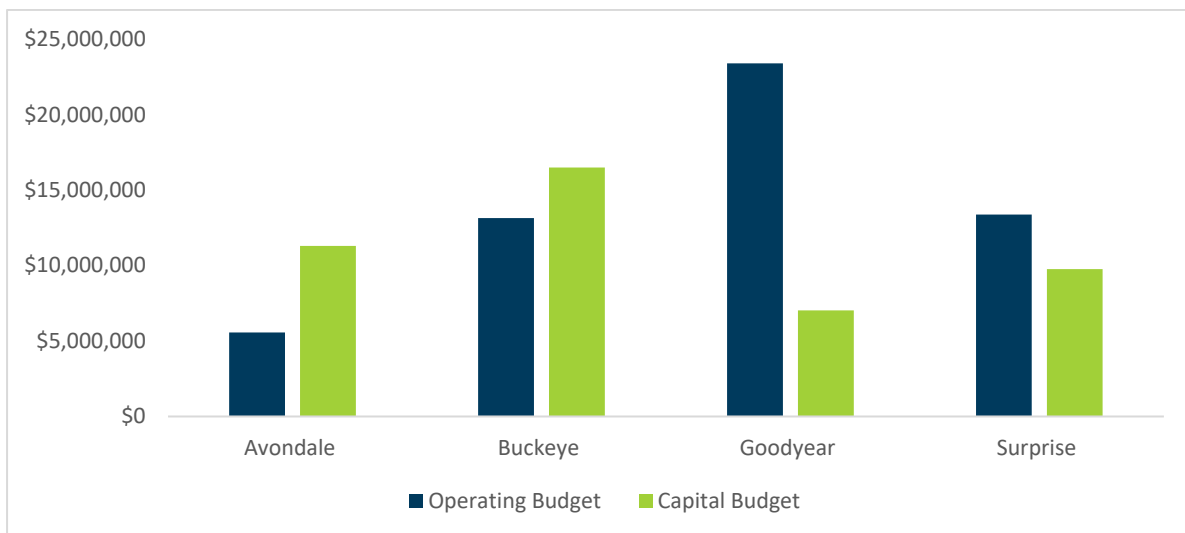


Total Number of FTEs Per 10,000 Population



A significant finding from benchmarking research indicates that Avondale allocates fewer FTE positions for parks, recreation, and library services compared to similar agencies. This staffing limitation constrains Avondale's capacity to expand services and could hinder its ability to meet the growing needs of the community. Increasing staffing levels could empower Avondale to broaden its program offerings and improve maintenance and operational standards.

Agency Budget – FY23 Benchmarked Comparison



Level of Service (LOS) Assessment

The LOS analysis serves as a wide-ranging evaluation of the current state of Avondale's parks, trails, and facilities, with the goal of assessing its effectiveness in meeting the needs and expectations of residents.

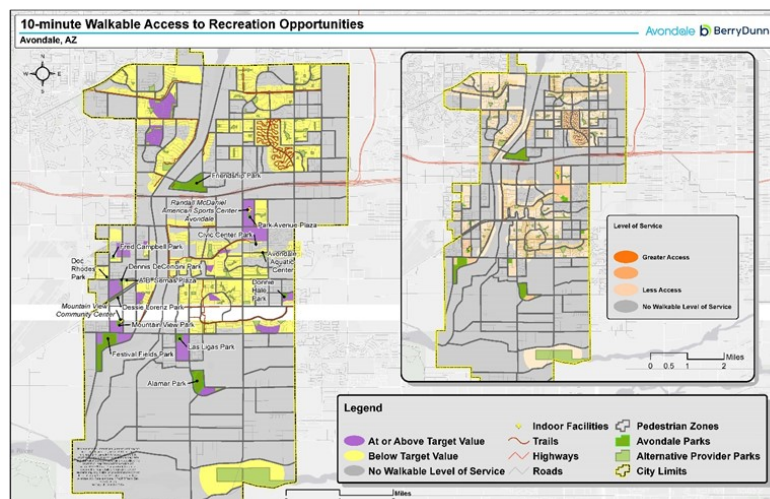
Parks, recreation, and library services are important to the Avondale community and enhance the quality of life for individuals and families, businesses, organizations, and all community members. Therefore, it is essential to help ensure that amenities are accessible, well-maintained, and offer a diverse range of opportunities that cater to the interests and preferences of a community.

Parks and Facilities Walkability Analysis

Walkability analysis measures how conducive the built environment is for walking. Pedestrian barriers, such as highways, major streets, railroads, and natural features like rivers, impact walkable access. The figure below represents walkable access to outdoor recreation in Avondale based on a 10-minute walk. Darker orange gradient areas indicate greater access to recreational opportunities. Gray areas fall outside of a 10-minute walk. The walkability analysis provides the distribution and equity of service across the community.

The 10-minute recreational access standard aligns with national initiatives championed by organizations such as the Trust for Public Lands and the NRPA. The walkability analysis, which assessed accessible outdoor recreation opportunities, first focused on Avondale parks and facilities, followed by key alternative providers, and finally considered all providers collectively. Ultimately, the analysis underscores the noteworthy role of alternative providers in enhancing walkable access to recreation throughout the Avondale system.

Walkability Analysis



Analysis shows that 52% of residents are within walking distance of outdoor recreation opportunities.

When comparing specific components, Avondale falls below the median in most categories. The amenities highlighted in the chart below indicate that Avondale is below the amenities per capita than the median values reported by similar-sized agencies.

Park Metric Analysis

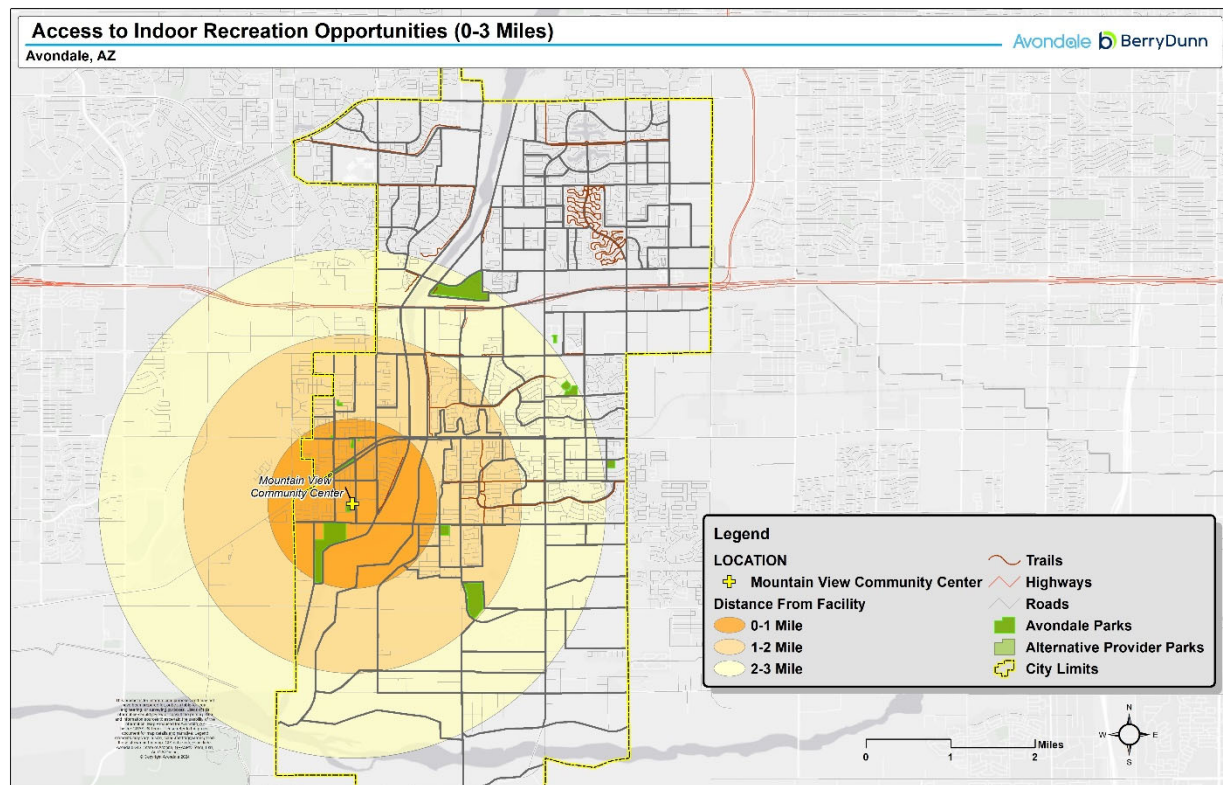
Types of Facilities	Percent of Agencies Offering This Facility	Median Number of Residents Per Facility	Avondale Quantity	Quantity With Alternative Service Providers	Avondale Residents Per Facility	Needed to Meet NRPA Median 2024
Playground	93%	3,707	13	61	1,511	0
Diamond Field	85%	3,675	12	22	4,189	3.08
Basketball Court	84%	8,363	12	12	8,379	0
Rectangular Field	83%	4,070	13	16	5,761	3.65
Tennis Court	72%	5,865	2	3	30,723	12.71
Dog Park	68%	55,135	3	3	N/A	1.67
Community Garden	52%	56,150	0	0	N/A	1.64
Swimming Pools	49%	46,353	1	46	2,003	0
Skate Park	46%	60,904	1	1	92,168	0.51
Pickleball Court	42%	10,500	8	8	23,042	4.78
Golf	29%	68,208	0	1	92,168	.35
Splash Pad	23%	54,100	4	5	18,434	0
Disc Golf	20%	58,603	0	0	N/A	1.57

Indoor Facilities

Across the country, community centers are evolving from their original purpose as a community gathering place with facilitated programs into recreation centers that offer a host of fitness and active-living options, including pools, exercise and dance classes, weight rooms, personal trainers, and sports courts. A well-run facility serves as a thriving hub of activity for youth, adults, families, older adults, and civic organizations.

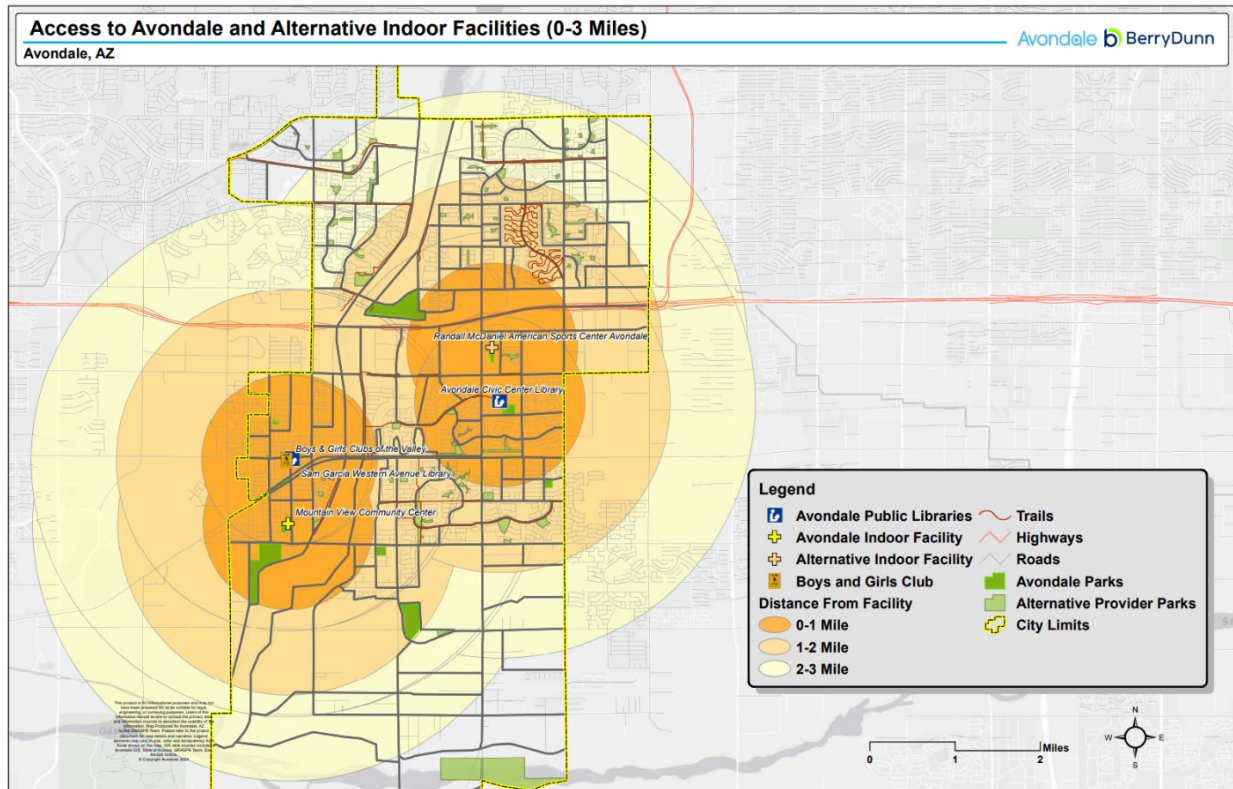
Avondale provides one community center, Mountain View Community Center, for indoor space and partners with other organizations to provide additional indoor spaces. When analyzing Avondale's provision of community center space, access is limited as indicated in the figure below.

Avondale's Indoor Recreation Opportunities



In consideration of Avondale's community center, libraries, and partners, access to indoor space increases but varies by type of function or program space.

Avondale and Alternative Provider Indoor Recreation Opportunities



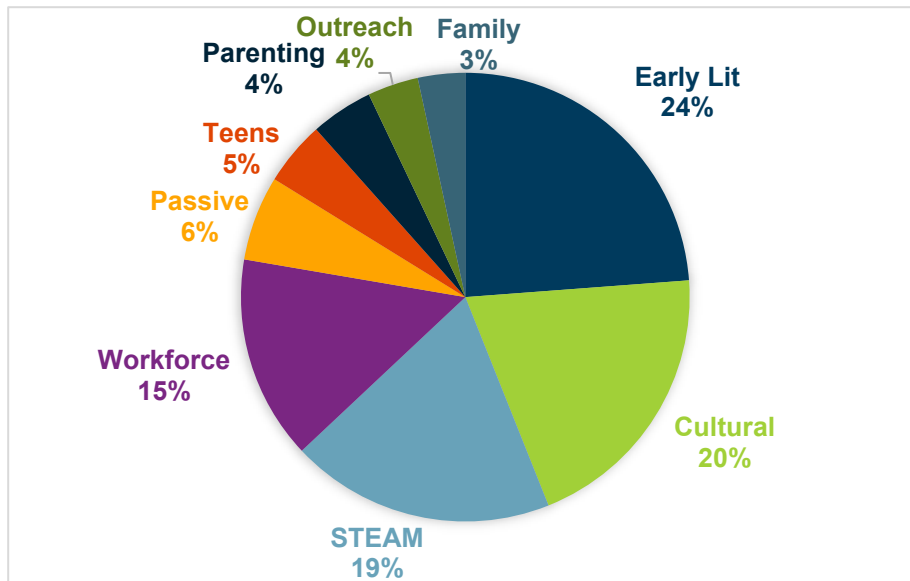
Programs Assessment

Recent data highlights over 131,000 annual participants throughout department programs, activities, and classes (these numbers are growing with the opening of the Mountain View Community Center and Avondale Aquatic Center). The program assessment for “Vamos! Jump Into Fun” is designed to:

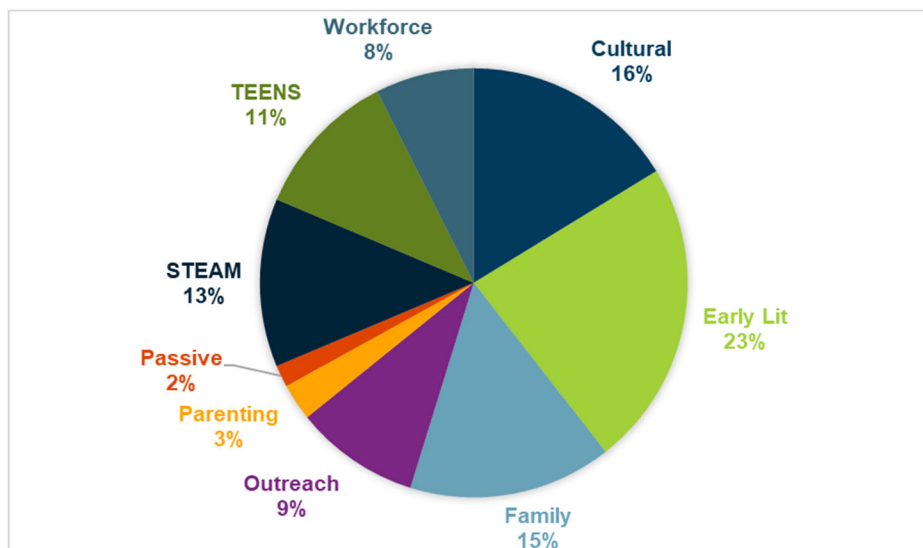
- Offer detailed insight into the department's program offerings
- Help identify the strengths, weaknesses, opportunities, and threats for program direction
- Assist with identifying program categories, programming gaps, and future program considerations

The department identifies strategic focus areas that help guide program development. These include: **Cultural, Early Lit, Family, Outreach, Parenting, Passive, STEAM, Teens, and Workforce**. The allocation of the types of programs offered by the department are represented below.

Strategic Focus Recreation Program Areas



Strategic Focus Library-Specific Program Areas



At the timing of this planning effort, library services were recently merged with parks and recreation. Therefore, it is helpful to identify how this recent service enhancement impacts overall service offerings across the department.

Organizational Assessment

A key element of this planning effort is evaluating the organizational staffing and structure. This detailed evaluation will help to ensure that the department operates effectively and efficiently, meeting the needs of the community while optimizing resources. With a staff of 43 full-time employees, the department strives to provide a wide array of services that cater to the diverse needs of the Avondale community. Since FY23, the libraries division has been added to the department and the aquatics program has greatly expanded with the opening of the Avondale Aquatic Center. Through these additions, the department has added an additional 22 FTE and now has approximately 100 part-time and seasonal temporary positions.”

The department exhibits several strengths, including efficiencies in resource allocation, strong community engagement, and commitment to staff development. However, there are areas for improvement, particularly in staff capacity, interdepartmental communication, and resource allocation. Implementing the recommended staffing positions and continuing to optimize operational strategies will support the department's ongoing growth and its mission to serve the expanding community effectively. As identified in the comparative analysis of similar organizations, the department allocates fewer FTE positions for parks, recreation, and library services compared to similar agencies.

The organization assessment provided the following key observations:

- Leadership throughout the department has recently transitioned during or around the time of this planning process
- Rapid growth in new services to the department has significant staffing impacts, mainly due to the takeover of library services and the addition of aquatics services
- Operational challenges have occurred linked to the change of primarily outsourcing events to internal event management
- Some gaps in staffing structure and roles exist
- Opportunities for comprehensive staff training exist

Analysis for the organizational assessment was completed using FY23 financial data. All findings from the organization assessment are provided in the full plan document appendices.

Avondale Parks, Recreation & Libraries Recommendations

This plan is a roadmap for the department's next 10 years. This plan provides important focus and guidance to Avondale, in alignment with community and organization priorities.

The strategic initiatives—**Opportunities for All, Preserve Valued Assets, Connect the Avondale Community, Nurture Organization Vitality, Lead Through Innovation and Sustainable Practices**—are supported by recommended actions for success. Detailed recommendations with supporting information are provided in the full master plan document. This summary is intended to capture key highlights of recommended actions.

Opportunities for All

- Address gaps in recreation amenities to meet industry standards.
- Provide greater access to indoor recreation opportunities.
- Expand access to library services by adding more locations for traditional and non-traditional services.
- Increase cultural arts and/or performing arts venue to meet community demand.
- Regularly review service offerings in consideration of this plan's recreation assessment with focus on the community's growth, demographic changes, and evolving needs.
- Review Opportunities for All Outcomes and Conditions Matrix for indicator improvement opportunities.
- Increase marketing and awareness for scholarship opportunities.
- Expand collaboration with library and recreation services.
- Provide more fully accessible (exceeding ADA standards) parks and playgrounds.

Preserve Valued Assets

- Develop a new capital improvement plan that supports master plan priorities.
- Integrate the plan's capital and operational recommendations into annual and ongoing budget planning.
- Research and consider pursuing new funding opportunities to help ensure financial resources are available for critical needs.
- Strengthen and expand partnerships to maximize community benefit and help sustain long-term service delivery.
- Continue to develop and update maintenance management plans for all facilities and services while providing necessary staff resources, equipment, and training.

Connect the Avondale Community

- Add 260 acres of parkland to meet national benchmarks.
- As Avondale develops, intentionally connect public spaces and amenities via trails and multi-modal transportation.
- Address policy improvements to increase community-wide connections.
- Increase the size and improve navigation of the trail systems along river corridors and utility easements to enhance regional connectivity.
- Continue and expand shared-use public spaces for dynamic services and diverse interests.
- Increase marketing and awareness of service offerings through a lens of the changing community demographics.
- Grow and diversify community special events including the locations of offerings throughout Avondale.
- Address gaps in trails, parkland, and amenities especially in low- to no-service areas (e.g., southern region) identified through the LOS assessment.

Nurture Organization Vitality

- Increase staffing levels to keep pace with growth and demand.
- Shift more focus to proactive budgeting and financial planning processes.
- Strengthen interdepartmental communication to help increase collaboration and solution-based approaches.
- Develop comprehensive training programs that include focus on specific needs and gaps throughout the department.
- Clarify roles and responsibilities for all staff.
- Enhance leadership structure to include additional supervisory roles to better manage workloads and create success planning.
- Grow partnership and job training opportunities, such as internships, throughout the department to support recruitment while growing staff resources.

Lead Through Innovation and Sustainable Practices

- Provide unique and highly attended activities, sports, and venues to help drive tourism.
- Improve equipment access and inventory and technological resources.
- Continue and expand on providing industry-leading and award-winning facilities and services.

- Increase tree canopy and shade in public spaces.
- Continue and grow water conservation measures, especially in parks.
- Enhance environmental education classes, programs, and demonstration sites.
- Develop a transition plan from high-maintenance, water-demanding landscaping to low-maintenance, drought-tolerant materials.

Completed in 2024, the Avondale Parks, Recreation & Libraries Master Plan is a vibrant, proactive, flexible, and responsive community-centered planning effort. By strategically maximizing resources and planning, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.

This is a draft executive summary of the master plan. BerryDunn will be presenting onsite with staff on the overview of this draft plan and will be pleased to answer any questions. Additional feedback will be incorporated into the final plan to be brought back to Council in December 2024.

ITEM NUMBER: 5.b.

SUBJECT: Public Hearing and Ordinance 2032-1124 - Zoning Ordinance Text Amendments – Chapter 28, Article 1 (Administration and Procedures); Article 2 (Residential Districts); Article 7 (Supplementary Regulations); and Article 8 (Parking) - Application PL-24-0225.

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

STRATEGY: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2032-1124, amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures); Article 2 (Residential Districts); Article 7 (Supplementary Regulations); and Article 8 (Parking), related to accessory dwelling units (ADUs), 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 Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in September 2024.

SUMMARY OF REQUEST:

The purpose of the text amendment is to update sections of the Zoning Ordinance to reflect recent changes in State law related to accessory dwelling units (ADUs) and provide cross references. The proposed changes will benefit the community by improving the overall consistency and usability of the Zoning Ordinance.

The proposed code amendments respond to House Bill 2720, passed by the Arizona Legislature, which allows ADUs on any lot or parcel where a single-family dwelling is allowed. Development regulations specified in the bill must be adopted on or before January 1, 2025. The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The proposed text for each of these sections may be found in Exhibit A.

Section 28-15 Definitions.

Add definitions of the following terms: “dwelling unit, accessory”, “dwelling unit, restricted-affordable”, “deed restrictions (restricted-affordable)”, “permitted use”, “rental, long-term”, and “rental, short-term”.

Revise the definition of “dwelling or dwelling unit”.

Section 28-32 Land use matrices.

Add “accessory dwelling unit (ADU)” as a use permitted with conditions (PC) in the residential zoning districts that allow a single-family detached dwelling.

Remove the use “guest house” from the table because it is no longer relevant.

Section 28-33 (g) Uses permitted with conditions.

Add a new subsection for “ADUs” and renumber the remaining subsections. Add ADU standards consistent with State law that include, but are not limited to, number, size, location, height, vacation rentals, and restricted-affordable. Clarify that existing permitted guest houses shall count towards the allowable ADUs.

Remove the subsection for the “guest house” use as it is no longer relevant.

Section 28-133(e) Detached accessory buildings.

Revise text to specify ADU exceptions related to setbacks, location, and height.

Section 28-164 Required parking.

Add “accessory dwelling unit” to the parking table and state that no additional parking is required per state law.

PUBLIC PARTICIPATION:

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements. Staff has so far received one comment in support of the amendment on the City’s Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On October 16, 2024, the Planning Commission conducted a public hearing. The Planning Commission passed a motion (4-0 Vote) to recommend approval of the proposed Zoning Text Amendment. No questions or public comments were offered during the public hearing.

ANALYSIS:

The Zoning Ordinance Text Amendments are not anticipated to result in any adverse impacts on the community. The amendments will allow for continued refinement of the Zoning Ordinance to be consistent with State law, reflect changes in policies and procedures, and address the overall accuracy and usability of the Zoning Ordinance.

DISCUSSION:

Staff recommends approval of the request for the following reasons:

- The proposed text amendment will ensure consistency with State law.
- The proposed text amendment will improve usability of the code and enhance customer service.
- The proposed text amendment is deemed necessary to best serve the public health, safety, and general welfare of the city.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures); Article 2 (Residential Districts); Article 7 (Supplementary Regulations); and Article 8 (Parking), related to accessory dwelling units (ADUs), and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

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

Article 1 ADMINISTRATION AND PROCEDURES

28-15 Definitions.

* * *

"Day spa:" A business establishment that provides professionally administered personal care treatments such as manicures, pedicures, massages and facials.

"Deed restriction (restricted-affordable):" The restriction document recorded against the restricted-affordable accessory dwelling unit on the lot to apply the acknowledgment of affordable housing restriction and ensure compliance with this Chapter.

"Density:" The number of dwelling units permitted per net acre of land.

* * *

"Driveway:" An unobstructed paved area directly connecting a public or private street with vehicle parking, loading or maneuvering areas.

"Dwelling or dwelling unit:" A residential living unit that provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and a separate entrance. A building or portion of a building designed or used by one (1) family, as that term is defined in this section, for residential purposes as a single housekeeping unit, but not including It does not include convalescent homes, hospices, assisted living facilities, hospitals, hotels, and other accommodations for the transient public.

"Dwelling unit, accessory:" A self-contained residential living unit that is on the same lot or parcel as a single-family dwelling of greater square footage than the accessory dwelling unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and a separate entrance.

"Dwelling, attached:" Single-family dwellings attached in groups of two (2) or more by common vertical walls.

"Dwelling, detached:" A single-family dwelling that is not attached to any other dwelling by any means.

"Dwelling, duplex:" A building containing two (2) single-family dwelling units totally separated from each other by an un-pierced wall extending from the ground to the roof.

"Dwelling, multi-family:" A building containing four (4) or more dwelling units.

"Dwelling, restricted-affordable:" A dwelling unit that, either through a deed restriction or a development agreement with the City of Avondale, shall be rented to households earning up to eighty percent of area median income.

"Dwelling, single-family:" A building containing one (1) single-family dwelling unit.

"Dwelling, triplex:" A building containing three (3) dwelling units.

* * *

"Permeable paving:" A specific type of pavement with high porosity that allows rainwater to pass through it and into the ground below. Permeable pavement shall be in the form of pervious concrete, plastic grids, permeable interlocking concrete pavers, permeable clay brick pavers, resin bound decorative paving, and bound recycled glass porous pavement.

"Permitted use:" The ability for a development to be approved without requiring a public hearing, variance, conditional use permit, special permit or special exception, other than a discretionary zoning action to determine that a site plan conforms with applicable zoning regulations.

"Person:" An individual, proprietorship, partnership, corporation, association or other legal entity.

* * *

"Rehabilitation facility or hospital:" A facility or hospital that specializes in providing therapy and training for persons overcoming physical or mental illnesses. The center may offer occupational therapy, physical therapy, and special training such as speech therapy.

"Rental, long-term:" A rental use in which the tenant holds a lease of ninety days or longer or on a month-by-month basis.

"Rental, short-term:" See Avondale City Code Chapter 13, Section 13-181, Definitions.

"Resort:" A group or groups of buildings containing more than five (5) dwelling units and/or guest rooms and providing outdoor recreational activities which may include golf, horseback riding, swimming, shuffleboard, tennis and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge and convention facilities.

Article 2 RESIDENTIAL DISTRICTS

28-32 Land use matrices.

The following land use matrices shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific residential zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the reader. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail.

A. Single-family districts.

Land Use Matrix

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-10	R1-8	R1-7	R1-6	R1-5
<u>Accessory dwelling unit (ADU)</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
Adult day care in the home as an accessory to the primary residential use of the dwelling	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
<u>* * *</u>										
Group foster home	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
<u>Guest house</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Home occupation, as an accessory to the primary residential use of a dwelling	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
<u>* * *</u>										

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

B. Multi-family districts and manufactured home park.

Land Use Matrix

LAND USE	R-2	R-3	R-4	MH
<u>Accessory dwelling unit (ADU)</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>PC</u>
Adult day care in the home as an accessory to the primary residential use of the dwelling	PC	PC	PC	-
<u>* * *</u>				

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

(Ord. No. 2045-1220, § 6, 12-7-20; Ord. No. 2055-0823, § 8, 8-21-23)

28-33 Uses permitted with conditions.

The following land uses are listed in the land use matrix as permitted with conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

(a) Accessory dwelling units (ADUs) are allowed in certain residential zoning districts, subject to the following:

(1) Permitted use. The following ADUs are considered a permitted use, subject to building, fire and public health and safety codes and regulations, and with adequate public utility services:

(A) No more than one attached ADU and one detached ADU on a single-family dwelling lot that is less than one acre;

(B) No more than one attached ADU and one detached ADU on a single-family dwelling lot that is one acre or more; or

(C) No more than one attached ADU and two detached ADUs on a single-family dwelling lot that is one acre or more, but only if at least one of the ADUs is a restricted-affordable dwelling unit, pursuant to section 28-33(a)(8).

(D) An existing permitted guest house that commenced construction prior to November 18, 2024, shall be considered an ADU within the provisions of this section and shall count towards the allowable ADUs on a single-family lot or parcel. New guest houses are not a permitted use.

(2) Accessory use.

(A) No ADU shall be constructed prior to the construction of the single-family dwelling unit to which it is an accessory. The ADU shall be secondary in size and function to the primary dwelling unit.

(B) An ADU shall not be sold or otherwise conveyed separately from the primary dwelling on the property.

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- (C) Either the single-family dwelling or any ADU on the same lot or parcel may be separately leased as long-term rental housing.
- (D) Impact fees. An ADU is considered a separate or new dwelling unit for the purpose of providing service for water, sewer, or power, including the calculation of fees.
- (3) Development standards.
- (A) Size. An ADU shall only be constructed on a single-family lot or parcel and shall not exceed seventy-five percent (75%) of the gross floor area of the existing single-family dwelling on the same lot or parcel or one thousand (1,000) square feet, whichever is less.
- i. For purposes of this section, the gross floor area shall constitute the interior habitable area of a single-family dwelling or the ADU.
- (B) Location. An ADU shall only be constructed where the zoning district allows for a single-family dwelling on the lot or parcel. An ADU is not permitted on the same lot or parcel as a duplex, townhome, or other multiple-family development.
- (C) Building frontage. An ADU is subject to the same building frontage requirements that apply to a single-family dwelling on the same lot or parcel.
- (D) Setbacks. An ADU is subject to the same setback requirements that apply to a single-family dwelling on the same lot or parcel except that:
- i. The minimum rear yard setback shall be five (5) feet from the property line.
- ii. The minimum side yard setback shall be five (5) feet from the property line.
- iii. The minimum front yard setback shall comply with the applicable zoning district under Section 28-35 Development standards.
- (E) Building coverage. An ADU is subject to the same building coverage regulations that apply to a single-family dwelling on the same lot or parcel.
- (F) Height. An ADU is subject to the same height restrictions that apply to a single-family dwelling on the same lot or parcel.
- (G) Number of bedrooms. An ADU shall have a maximum number of two (2) bedrooms.
- (H) Entrances and means of egress. The ADU shall be provided with a separate entrance from that serving the primary dwelling unit, either from the exterior of the building or from a common hallway located within the building. The path of egress travel from an ADU to a public way or to a yard that opens to a public way shall be independent of, and not pass through, the primary dwelling unit.
- (I) Addressing. An ADU shall have a separate house number from the primary dwelling unit and the ADU house number shall be visible from the public right of way.
- (J) Exterior design, roof pitch and finishing materials. The exterior design, roof pitch and finishing materials are not required to match the exterior design of the single-family dwelling on the same lot.
- (J) Improvements to public streets. No additional improvements to public streets are required as a condition of allowing an ADU, except as necessary to reconstruct or repair a public street that is disturbed as a result of the ADU construction.
- (K) Driveways. Each lot or parcel shall have one driveway for use by both the single-family dwelling and the ADU. If a driveway exists when the ADU is constructed, the ADU shall use the existing driveway.

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- (4) A mobile home, recreational vehicle, or other movable habitable space shall not be used as an ADU.
- (5) Parking and access. No additional parking space or in lieu parking fee shall be required to accommodate a new ADU.
- (6) Utility Service. An ADU shall be supplied with adequate provisions for electricity, water supply, and sewage disposal. The property owner shall be responsible for demonstrating adequate services and to upgrade services if determined inadequate. An ADU shall be connected to the same utilities as the primary single-family dwelling. An ADU shall not encroach upon an existing or planned public utility easement unless the property owner obtains written consent from each easement holder and each affected utility.
- (7) Occupancy; vacation rentals. An ADU that is issued a certificate of occupancy on or after September 14, 2024, shall not be used as a vacation rental or short-term rental unless the owner resides on the same property. The residency requirement does not apply to property owners who demonstrate they had a legal right to build an ADU on their lot or parcel on or before September 14, 2024, unless the three-year statute of limitations in A.R.S. 12-1134(G) has expired.
- (8) Restricted-affordable. A restricted-affordable accessory dwelling unit shall be subject to the following:
- (A) The owner of a proposed restricted-affordable dwelling unit must execute and deliver an original recorded copy of a development agreement with the City of Avondale or a deed restriction on the City of Avondale's standard form prior to issuance of a building permit for the construction of the proposed restricted-affordable dwelling unit on the lot.
- (B) The deed restriction shall be recorded by the owner of the lot burdened thereby in the property records of Maricopa County Recorder's Office and remain a covenant and restriction running with the property for a minimum period of thirty (30) years.
- (C) The restricted-affordable dwelling unit shall be constructed in accordance with this section and the conditions and restrictions set forth in the deed restriction and any applicable development agreement between the developer/owner and the City of Avondale.
- (D) The rent of the restricted-affordable dwelling unit shall not exceed the maximum rents established based on household size and income, following the limits published by the Arizona Department of Housing. The restricted-affordable dwelling unit shall not be rented to any entity.
- (E) Occupancy requirement.
- i. When the restricted-affordable dwelling unit becomes vacant, the owner shall promptly make it available and actively market said unit for lease to another qualified occupant in accordance with the deed restriction or development agreement and any rental guidelines adopted by the City.
- ii. In the event the income status of the occupant of the restricted-affordable dwelling unit is altered so as to no longer meet the qualifications of this section, said occupant shall be permitted to reside in the unit under the same terms and conditions of the unit lease, except that no extension of the lease term shall be granted.
- iii. The restricted-affordable dwelling unit shall only be leased and occupied by residents who will utilize the unit as their principal place of residence. For the purpose of this section, the principal place of residence shall mean the dwelling in which one's habitation is fixed for six (6) or more months of the calendar year.
- (F) Reporting Requirement. The owner of a restricted-affordable dwelling unit shall provide an annual report and proof to the City of Avondale to demonstrate compliance with the rental

requirements set forth in this section. The annual report shall be submitted to the Director of Neighborhood and Family Services between January 15 and January 30 of each year and shall cover the entire twelve (12) month period of the preceding calendar year. Said report shall contain, at a minimum:

- i. The period(s) the restricted-affordable dwelling unit was rented and the status by which its occupant(s) qualified under the deed restriction;
- ii. The monthly rental price; and
- iii. The taxes, special assessments, and homeowners' association and management fees, and any other fees or charges, including common utilities, assessed to each unit.

(9) Other requirements. All other zoning ordinance requirements shall be complied with unless otherwise approved by conditional use permit or variance.

(10) An ADU is subject to section 28-33(j) regarding home-based occupations.

(11) This section does not supersede applicable building codes, fire codes, or public health and safety regulations, except that the city may not require the ADU to comply with a commercial building code or contain a fire sprinkler.

(12) Exceptions. This section does not apply to any lot or parcel within tribal land, on land in the territory in the vicinity of a military airport or ancillary military facility as defined in A.R.S. 28-8461, on land in the territory in the vicinity of a federal aviation administration commercially licensed airport or a general aviation airport or on land in the territory in the vicinity of a public airport as defined in A.R.S. 28-8486

(ba) Adult day care in the home providing care for up to ten (10) adult individuals not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:

- (1) The residential character of the exterior of the structure shall be maintained.
- (2) Signs related to the adult day care shall not be allowed.
- (3) The minimum separation between day care uses on the same street shall be 300 feet, as measured from the closest property lines.
- (4) All required licenses, certifications and registrations shall be obtained from the appropriate state agency prior to issuance of a business license.
- (5) All requirements of the applicable state and/or City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.
- (6) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
- (7) Existing garages, carports or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use.
- (8) The day care use shall not generate vehicular or truck traffic in greater volume than that normally expected in the residential district in which the day care use is located.
- (9) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.
- (10) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.

(cb) Apiary is allowed in certain residential zoning districts provided that:

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- (1) In the AG District, hives shall have a minimum separation of two hundred (200) feet from any adjacent residences.
 - (2) In the RR-43 District, hives shall have a minimum separation of seventy-five (75) feet from any adjacent residence.
- (de) Child care in the home providing care for up to ten (10) children not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:
- (1) The residential character of the exterior of the structure shall be maintained.
 - (2) Signs related to the child day care shall not be allowed.
 - (3) The minimum separation between day care uses on the same street shall be three hundred (300) feet, as measured from the closest property lines.
 - (4) All required licenses, certifications and registrations shall be obtained from the appropriate state agency prior to issuance of a business license.
 - (5) All requirements of the applicable state and/or City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.
 - (6) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (7) Existing garages, carports or driveways shall not be expanded, enclosed, or otherwise modified to accommodate this accessory use.
 - (8) The day care use shall not generate vehicular or truck traffic in greater volume than that normally expected in the residential district in which the day care use is located.
 - (9) All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.
 - (10) All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.
- (ed) Community residential home providing care for up to six (6) unrelated individuals may be allowed in certain residential zoning districts provided that:
- (1) Prior to operation, a completed registration for a community residential home must be submitted to the development services department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
- (fe) Community residential setting providing care for up to ten (10) children may be allowed in certain residential zoning districts provided that:
- (1) Prior to operation, a completed registration for a community residential setting must be submitted, reviewed, and approved by the development services director or their designee. No registration shall be accepted for a community residential setting that does not comply with the requirements of the zoning ordinance. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of six hundred (600) feet is required from another community residential setting, group home, group foster home, and sober living home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.

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- (6) Deliveries or routine stops (exclusive of visitors) specific to a community residential setting shall be restricted to daylight hours only.
 - (7) Exclusive use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the community residential setting.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona Law requires a state license, a copy of that license and all renewals thereto shall be provided to the city for record-keeping purposes within ten (10) days of receipt by the operator.
 - (9) The development services director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a community residential setting if it is found to be endangering the public health, welfare, or safety of the surrounding community.
 - (10) The community residential setting shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the chief building official and the fire chief, or their designees.
- (gf) Dairy farm is allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.
- (hg) Farm animals. Raising and keeping farm animals including backyard fowl is allowed in certain residential zoning districts, subject to the provisions of Avondale City Code Chapter 3 (Animals and Fowl), Article II (Livestock, Fowl, Etc.) :
- (ih) Feed lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.
- (ii) Group homes providing care for up to ten (10) unrelated individuals may be allowed in certain residential zoning district provided that:
- (1) Prior to operation, a completed registration for a group home must be submitted to the development services department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of six hundred (600) feet is required from another group home, community residential setting, group foster home, and sober living home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a group home shall be restricted to daylight hours only.
 - (7) Exclusive use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the group home.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona Law requires a state license, a copy of that license and all renewals thereto shall be provided to the city for record-keeping purposes within ten (10) days of receipt by the operator.
 - (9) No group home shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or to substantial physical damage to the property of others.
 - (10) The development services director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a group home if it is found to be endangering the public health, welfare, or safety of the surrounding community.

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- (11) The group home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the chief building official and the fire chief, or their designees.

(kj) Group foster homes for six (6) to ten (10) children may be allowed in certain residential zoning district provided that:

- (1) Prior to operation, a completed registration for a group foster home must be submitted to the development services department. The registration shall be deemed confidential and not subject to disclosure under the Arizona Records Law. A registration shall terminate when the use ceases.
- (2) A minimum separation distance of six hundred (600) feet is required from another group foster home, community residential setting, group home, and sober living home.
- (3) The residential character of the exterior of the structure shall be maintained.
- (4) Signs related to the use shall not be allowed.
- (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
- (6) Deliveries or routine stops (exclusive of visitors) specific to a group foster home shall be restricted to daylight hours only.
- (7) Exclusive use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the group foster home.
- (8) The operation shall comply with applicable licensing requirements. If Arizona Law requires a state license, a copy of that license and all renewals thereto shall be provided to the city for record-keeping purposes within ten (10) days of receipt by the operator.
- (9) The development services director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of a group foster home if it is found to be endangering the public health, welfare, or safety of the surrounding community.
- (10) The group foster home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the chief building official and the fire chief, or their designees.

~~(k) Guest house is allowed in certain residential zoning districts provided that:~~

- ~~(1) A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.~~
- ~~(2) A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.~~
- ~~(3) The materials, colors and architectural style of the guest house shall be similar to the principal residence.~~
- ~~(4) The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.~~
- ~~(5) A detached guest house shall meet the location, height and setback requirements in article 7 of this zoning ordinance.~~
- ~~(6) The department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction plans. The separate design review process outlined in article 1 of this zoning ordinance is not required for guest houses.~~

(h) Home occupations are allowed in certain residential zoning districts, provided that in addition to all of the use limitations applicable in the zoning district in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:

- (1) The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
- (2) There shall be no signs, no exterior display, no exterior storage of materials, and no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
- (3) No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
- (4) No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
- (5) Any need for parking generated by the home occupation shall be off-street. One (1) off-street parking space is permitted for the home occupation.
- (6) No pick-up or delivery by business-related vehicles which exceed twenty thousand (20,000) pounds gross vehicle (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
- (7) Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten thousand (10,000) pounds used for the home occupation may be parked or stored at the property.
- (8) Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than two hundred (200) square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day.

Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services and like services.

- (9) Employees who do not reside in the home are prohibited.
- (10) Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.
- (11) The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.

(m) Places of worship shall be located on an arterial street or at the intersection of two (2) collector streets.

(n) Public utility facility required for local service is allowed in certain residential zoning districts provided that:

- (1) It is required for local service.
- (2) There are no offices, maintenance facilities, outdoor storage or part-time employees related to the site.

(o) Single-family detached or attached dwellings are allowed in the Manufactured Home (MH) District subject to the development standards outlined in section 28-37(c).

(p) Sober living home providing care to up to ten (10) unrelated individuals may be allowed in certain residential zoning districts provided that:

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- (1) Prior to operation, a completed registration for a sober living home must be submitted, reviewed, and approved by the development services director or their designee and the operator must obtain a valid Avondale business license. No registration shall be accepted for a sober living home that does not comply with the requirements of the zoning ordinance. A registration shall terminate when the use ceases.
 - (2) A minimum separation distance of six hundred (600) feet is required from another sober living home, community residential setting, group home, and group foster home.
 - (3) The residential character of the exterior of the structure shall be maintained.
 - (4) Signs related to the use shall not be allowed.
 - (5) Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
 - (6) Deliveries or routine stops (exclusive of visitors) specific to a sober living home shall be restricted to daylight hours only.
 - (7) Exclusive use. All administrative activities including staffing, counseling and other visitations shall serve only the residents of the sober living home.
 - (8) The operation shall comply with applicable licensing requirements. If Arizona Law requires a state license, a copy of that license and all renewals thereto shall be provided to the city for record-keeping purposes within ten (10) days of receipt by the operator.
 - (9) No sober living home shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or to substantial physical damage to the property of others.
 - (10) The development services director, or their designee, shall have the right to review, provide corrective action and if necessary, revoke the approval of a sober living home if it is found to be endangering the public health, welfare, or safety of the surrounding community.
 - (11) The sober living home shall meet all requirements of the applicable State of Arizona or City of Avondale Building and Fire Codes to be determined by the chief building official and the fire chief, or their designees.

Article 7 SUPPLEMENTARY REGULATIONS

28-133 Detached accessory buildings.

In all Single-family residential districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

- (a) Detached accessory buildings shall not be permitted within a front yard, as defined in article 1 of this Zoning Ordinance.
- (b) Any detached accessory building not located in the rear one-half (½) of a lot shall maintain such yards as are required for a dwelling unit on the same lot except for an accessory dwelling unit (ADU) per section 28-33.
- (c) Detached accessory buildings placed in the rear one-half (½) of a lot may encroach into the required rear and side yard setbacks subject to the following conditions, except as otherwise provided for ADUs per section 28-33:
 - (1) On a through lot, an accessory building shall not be located closer to the rear property line than the distance required for front yard setback.

- (2) On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to a street side of the corner lot than the front yard required on the key lot. In no instance, however, shall a setback greater than twenty-five (25) feet be required.
- (3) On any other corner lot, an accessory building shall not be located closer than ten (10) feet from the property line.
- (4) On a lot in the AG District, an accessory building shall not be located closer than twenty (20) feet to rear and side property lines.
- (5) Where permitted, guest houses shall adhere to the primary building setbacks for the zoning district in which the guest house is to be located.
- (d) In all zoning districts except for Single-Family Residential Districts, covered parking canopies may be located within required side and rear setbacks unless a landscape buffer is required by article 12 of this ordinance.
- (e) No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except for an ADU per section 28-33 and that on a residential lot in the AG District, a shelter for the keeping of animals, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.
- (f) All accessory buildings shall count towards the maximum allowable lot coverage on a given lot.

Article 8 PARKING

28-164 Required parking.

Unless modified by the provisions of subsections 28-167 and 28-168, parking shall be provided in accordance with this subsection 28-164. Except where otherwise noted, required parking is based on a calculated ninety (90) percent of the gross floor area of the building or use. The number of parking spaces per use is not limited except as explicitly stated.

- (a) Required parking schedule.

Use	Minimum Spaces Required
* * *	
Residential Uses	
<u>Accessory dwelling unit</u>	<u>No additional parking required; refer to dwelling, single-family requirements.</u>
Dwelling, manufactured home park	2 spaces/unit (Minimum 1 covered space)
Dwelling, multi-family	Studio: 1.5 spaces/unit 1 bedroom: 1.5 spaces/unit 2 bedroom: 1.75 spaces/unit 3 bedroom: 2 spaces/unit Townhome: An enclosed garage with two (2) interior spaces is required PLUS: One (1) visitor space per five (5) units must be provided; and At least one (1) space per multi-family unit must be covered and assigned to a unit.
Dwelling, single-family	An enclosed garage with two (2) interior spaces is required (See subsection 28-164(h) for exceptions)

	One (1) visitor parking space per unit must be provided where on-street parking or driveway parking is not provided.
Dwelling, duplex/triplex	2 spaces/unit (Minimum 1 covered space)
<u>* * *</u>	

ORDINANCE NO. 2032-1124

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 1 (ADMINISTRATION AND PROCEDURES), SECTION 28-15 (DEFINITIONS), ARTICLE 2 (RESIDENTIAL DISTRICTS), SECTION 28-32 (LAND USE MATRICES), SECTION 28-33 (USES PERMITTED WITH CONDITIONS), ARTICLE 7 (SUPPLEMENTARY REGULATIONS), SECTION 28-133 (DETACHED ACCESSORY BUILDINGS), AND ARTICLE 8 (PARKING), SECTION 28-164 (REQUIRED PARKING) ALL RELATING TO ACCESSORY DWELLING UNITS.

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

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on October 16, 2024, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on November 18, 2024.

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

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

SECTION 2. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-15 (Definitions.), is hereby amended to read as follows:

28-15 Definitions.

...

“DEED RESTRICTION (RESTRICTED-AFFORDABLE):” THE RESTRICTION DOCUMENT RECORDED AGAINST THE RESTRICTED-AFFORDABLE ACCESSORY DWELLING UNIT ON THE LOT TO APPLY THE ACKNOWLEDGMENT OF

AFFORDABLE HOUSING RESTRICTION AND ENSURE COMPLIANCE WITH THIS CHAPTER.

...

“Dwelling or dwelling unit.” ~~A building or portion of a building designed or used by one (1) family, as that term is defined in this section, for residential purposes as a single housekeeping unit, but not including~~ A RESIDENTIAL LIVING UNIT THAT PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE PERSONS. IT SHALL INCLUDE PERMANENT PROVISIONS FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION AND A SEPARATE ENTRANCE. IT DOES NOT INCLUDE convalescent homes, hospices, assisted living facilities, hospitals, hotels, and other accommodations for the transient public.

“DWELLING UNIT, ACCESSORY:” A SELF-CONTAINED RESIDENTIAL LIVING UNIT THAT IS ON THE SAME LOT OR PARCEL AS A SINGLE-FAMILY DWELLING OF GREATER SQUARE FOOTAGE THAN THE ACCESSORY DWELLING UNIT. IT SHALL INCLUDE PERMANENT PROVISIONS FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION AND A SEPARATE ENTRANCE.

...

“DWELLING, RESTRICTED-AFFORDABLE:” A DWELLING UNIT THAT, EITHER THROUGH A DEED RESTRICTION OR A DEVELOPMENT AGREEMENT WITH THE CITY OF AVONDALE, SHALL BE RENTED TO HOUSEHOLDS EARNING UP TO EIGHTY PERCENT OF AREA MEDIAN INCOME.

...

“PERMITTED USE:” THE ABILITY FOR A DEVELOPMENT TO BE APPROVED WITHOUT REQUIRING A PUBLIC HEARING, VARIANCE, CONDITIONAL USE PERMIT, SPECIAL PERMIT OR SPECIAL EXCEPTION, OTHER THAN A DISCRETIONAL ZONING ACTION TO DETERMINE THAT A SITE PLAN CONFORMS WITH APPLICABLE ZONING REGULATIONS.

...

“RENTAL, LONG-TERM:” A RENTAL USE IN WHICH THE TENANT HOLDS A LEASE OF NINETY DAYS OR LONGER OR ON A MONTH-BY-MONTH BASIS.

“RENTAL, SHORT-TERM:” SEE AVONDALE CITY CODE CHAPTER 13, SECTION 13-181, DEFINITIONS.

...

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-32 (Land use matrices), is hereby amended to read as follows:

28-32 Land Use Matrices.

...

A. Single-family districts.

Land Use Matrix

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-10	R1-8	R1-7	R1-6	R1-5
ACCESSORY DWELLING UNIT (ADU)	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
* * *										
Guest house	PC	PC	PC	€	€	-	-	-	-	-
* * *										

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

B. Multi-family districts and manufactured home park.

Land Use Matrix

LAND USE	R-2	R-3	R-4	MH
ACCESSORY DWELLING UNIT (ADU)	PC	PC	-	PC
* * *				

P = Permitted use

C = Conditional use permit required

PC = Permitted with conditions

- = Not permitted

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-33 (Uses permitted with conditions), is hereby amended to read as follows:

28-33 Uses permitted with conditions.

...

(A) ACCESSORY DWELLING UNITS (ADUS) ARE ALLOWED IN CERTAIN RESIDENTIAL ZONING DISTRICTS, SUBJECT TO THE FOLLOWING:

- (1) PERMITTED USE. THE FOLLOWING ADUS ARE CONSIDERED A PERMITTED USE, SUBJECT TO BUILDING, FIRE AND PUBLIC HEALTH AND SAFETY CODES AND REGULATIONS, AND WITH ADEQUATE PUBLIC UTILITY SERVICES:
 - (A) NO MORE THAN ONE ATTACHED ADU AND ONE DETACHED ADU ON A SINGLE-FAMILY DWELLING LOT THAT IS LESS THAN ONE ACRE;
 - (B) NO MORE THAN ONE ATTACHED ADU AND ONE DETACHED ADU ON A SINGLE-FAMILY DWELLING LOT THAT IS ONE ACRE OR MORE; OR
 - (C) NO MORE THAN ONE ATTACHED ADU AND TWO DETACHED ADUS ON A SINGLE-FAMILY DWELLING LOT THAT IS ONE ACRE OR MORE, BUT ONLY IF AT LEAST ONE OF THE ADUS IS A RESTRICTED-AFFORDABLE DWELLING UNIT, PURSUANT TO SECTION 28-33(A)(8).
 - (D) AN EXISTING PERMITTED GUEST HOUSE THAT COMMENCED CONSTRUCTION PRIOR TO NOVEMBER 18, 2024, SHALL BE CONSIDERED AN ADU WITHIN THE PROVISIONS OF THIS SECTION AND SHALL COUNT TOWARDS THE ALLOWABLE ADUS ON A SINGLE-FAMILY LOT OR PARCEL. NEW GUEST HOUSES ARE NOT A PERMITTED USE.
- (2) ACCESSORY USE.
 - (A) NO ADU SHALL BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF THE SINGLE-FAMILY DWELLING UNIT TO WHICH IT IS AN ACCESSORY. THE ADU SHALL BE SECONDARY IN SIZE AND FUNCTION TO THE PRIMARY DWELLING UNIT.
 - (B) AN ADU SHALL NOT BE SOLD OR OTHERWISE CONVEYED SEPARATELY FROM THE PRIMARY DWELLING ON THE PROPERTY.
 - (C) EITHER THE SINGLE-FAMILY DWELLING OR ANY ADU ON THE SAME LOT OR PARCEL MAY BE SEPARATELY LEASED AS LONG-TERM RENTAL HOUSING.
 - (D) IMPACT FEES. AN ADU IS CONSIDERED A SEPARATE OR NEW DWELLING UNIT FOR THE PURPOSE OF PROVIDING SERVICE FOR WATER, SEWER, OR POWER, INCLUDING THE CALCULATION OF FEES.
- (3) DEVELOPMENT STANDARDS.
 - (A) SIZE. AN ADU SHALL ONLY BE CONSTRUCTED ON A SINGLE-FAMILY LOT OR PARCEL AND SHALL NOT EXCEED SEVENTY-FIVE PERCENT (75%) OF THE GROSS FLOOR AREA OF THE EXISTING SINGLE-FAMILY DWELLING ON THE SAME LOT OR

PARCEL OR ONE THOUSAND (1,000) SQUARE FEET, WHICHEVER IS LESS.

- I. FOR PURPOSES OF THIS SECTION, THE GROSS FLOOR AREA SHALL CONSTITUTE THE INTERIOR HABITABLE AREA OF A SINGLE-FAMILY DWELLING OR THE ADU.
- (B) LOCATION. AN ADU SHALL ONLY BE CONSTRUCTED WHERE THE ZONING DISTRICT ALLOWS FOR A SINGLE-FAMILY DWELLING ON THE LOT OR PARCEL. AN ADU IS NOT PERMITTED ON THE SAME LOT OR PARCEL AS A DUPLEX, TOWNHOME, OR OTHER MULTIPLE-FAMILY DEVELOPMENT.
- (C) BUILDING FRONTAGE. AN ADU IS SUBJECT TO THE SAME BUILDING FRONTAGE REQUIREMENTS THAT APPLY TO A SINGLE-FAMILY DWELLING ON THE SAME LOT OR PARCEL.
- (D) SETBACKS. AN ADU IS SUBJECT TO THE SAME SETBACK REQUIREMENTS THAT APPLY TO A SINGLE-FAMILY DWELLING ON THE SAME LOT OR PARCEL EXCEPT THAT:
 - I. THE MINIMUM REAR YARD SETBACK SHALL BE FIVE (5) FEET FROM THE PROPERTY LINE.
 - II. THE MINIMUM SIDE YARD SETBACK SHALL BE FIVE (5) FEET FROM THE PROPERTY LINE.
 - III. THE MINIMUM FRONT YARD SETBACK SHALL COMPLY WITH THE APPLICABLE ZONING DISTRICT UNDER SECTION 28-35 DEVELOPMENT STANDARDS.
- (E) BUILDING COVERAGE. AN ADU IS SUBJECT TO THE SAME BUILDING COVERAGE REGULATIONS THAT APPLY TO A SINGLE-FAMILY DWELLING ON THE SAME LOT OR PARCEL.
- (F) HEIGHT. AN ADU IS SUBJECT TO THE SAME HEIGHT RESTRICTIONS THAT APPLY TO A SINGLE-FAMILY DWELLING ON THE SAME LOT OR PARCEL.
- (G) NUMBER OF BEDROOMS. AN ADU SHALL HAVE A MAXIMUM NUMBER OF TWO (2) BEDROOMS.
- (H) ENTRANCES AND MEANS OF EGRESS. THE ADU SHALL BE PROVIDED WITH A SEPARATE ENTRANCE FROM THAT SERVING THE PRIMARY DWELLING UNIT, EITHER FROM THE EXTERIOR OF THE BUILDING OR FROM A COMMON HALLWAY LOCATED WITHIN THE BUILDING. THE PATH OF EGRESS TRAVEL FROM AN ADU TO A PUBLIC WAY OR TO A YARD THAT OPENS TO A PUBLIC WAY SHALL BE INDEPENDENT OF, AND NOT PASS THROUGH, THE PRIMARY DWELLING UNIT.
- (I) ADDRESSING. AN ADU SHALL HAVE A SEPARATE HOUSE NUMBER FROM THE PRIMARY DWELLING UNIT AND THE ADU

HOUSE NUMBER SHALL BE VISIBLE FROM THE PUBLIC RIGHT OF WAY.

- (J) EXTERIOR DESIGN, ROOF PITCH AND FINISHING MATERIALS. THE EXTERIOR DESIGN, ROOF PITCH AND FINISHING MATERIALS ARE NOT REQUIRED TO MATCH THE EXTERIOR DESIGN OF THE SINGLE-FAMILY DWELLING ON THE SAME LOT.
- (K) IMPROVEMENTS TO PUBLIC STREETS. NO ADDITIONAL IMPROVEMENTS TO PUBLIC STREETS ARE REQUIRED AS A CONDITION OF ALLOWING AN ADU, EXCEPT AS NECESSARY TO RECONSTRUCT OR REPAIR A PUBLIC STREET THAT IS DISTURBED AS A RESULT OF THE ADU CONSTRUCTION.
- (L) DRIVEWAYS. EACH LOT OR PARCEL SHALL HAVE ONE DRIVEWAY FOR USE BY BOTH THE SINGLE-FAMILY DWELLING AND THE ADU. IF A DRIVEWAY EXISTS WHEN THE ADU IS CONSTRUCTED, THE ADU SHALL USE THE EXISTING DRIVEWAY.
- (4) A MOBILE HOME, RECREATIONAL VEHICLE, OR OTHER MOVABLE HABITABLE SPACE SHALL NOT BE USED AS AN ADU.
- (5) PARKING AND ACCESS. NO ADDITIONAL PARKING SPACE OR IN LIEU PARKING FEE SHALL BE REQUIRED TO ACCOMMODATE A NEW ADU.
- (6) UTILITY SERVICE. AN ADU SHALL BE SUPPLIED WITH ADEQUATE PROVISIONS FOR ELECTRICITY, WATER SUPPLY, AND SEWAGE DISPOSAL. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR DEMONSTRATING ADEQUATE SERVICES AND TO UPGRADE SERVICES IF DETERMINED INADEQUATE. AN ADU SHALL BE CONNECTED TO THE SAME UTILITIES AS THE PRIMARY SINGLE-FAMILY DWELLING. AN ADU SHALL NOT ENCROACH UPON AN EXISTING OR PLANNED PUBLIC UTILITY EASEMENT UNLESS THE PROPERTY OWNER OBTAINS WRITTEN CONSENT FROM EACH EASEMENT HOLDER AND EACH AFFECTED UTILITY.
- (7) OCCUPANCY; VACATION RENTALS. AN ADU THAT IS ISSUED A CERTIFICATE OF OCCUPANCY ON OR AFTER SEPTEMBER 14, 2024, SHALL NOT BE USED AS A VACATION RENTAL OR SHORT-TERM RENTAL UNLESS THE OWNER RESIDES ON THE SAME PROPERTY. THE RESIDENCY REQUIREMENT DOES NOT APPLY TO PROPERTY OWNERS WHO DEMONSTRATE THEY HAD A LEGAL RIGHT TO BUILD AN ADU ON THEIR LOT OR PARCEL ON OR BEFORE SEPTEMBER 14, 2024, UNLESS THE THREE-YEAR STATUTE OF LIMITATIONS IN A.R.S. § 12-1134(G) HAS EXPIRED.
- (8) RESTRICTED-AFFORDABLE. A RESTRICTED-AFFORDABLE ACCESSORY DWELLING UNIT SHALL BE SUBJECT TO THE FOLLOWING:

- (A) THE OWNER OF A PROPOSED RESTRICTED-AFFORDABLE DWELLING UNIT MUST EXECUTE AND DELIVER AN ORIGINAL RECORDED COPY OF A DEVELOPMENT AGREEMENT WITH THE CITY OF AVONDALE OR A DEED RESTRICTION ON THE CITY OF AVONDALE'S STANDARD FORM PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE CONSTRUCTION OF THE PROPOSED RESTRICTED-AFFORDABLE DWELLING UNIT ON THE LOT.
- (B) THE DEED RESTRICTION SHALL BE RECORDED BY THE OWNER OF THE LOT BURDENED THEREBY IN THE PROPERTY RECORDS OF MARICOPA COUNTY RECORDER'S OFFICE AND REMAIN A COVENANT AND RESTRICTION RUNNING WITH THE PROPERTY FOR A MINIMUM PERIOD OF THIRTY (30) YEARS.
- (C) THE RESTRICTED-AFFORDABLE DWELLING UNIT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THIS SECTION AND THE CONDITIONS AND RESTRICTIONS SET FORTH IN THE DEED RESTRICTION AND ANY APPLICABLE DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER/OWNER AND THE CITY OF AVONDALE.
- (D) THE RENT OF THE RESTRICTED-AFFORDABLE DWELLING UNIT SHALL NOT EXCEED THE MAXIMUM RENTS ESTABLISHED BASED ON HOUSEHOLD SIZE AND INCOME, FOLLOWING THE LIMITS PUBLISHED BY THE ARIZONA DEPARTMENT OF HOUSING. THE RESTRICTED-AFFORDABLE DWELLING UNIT SHALL NOT BE RENTED TO ANY ENTITY.
- (E) OCCUPANCY REQUIREMENT.
 - I. WHEN THE RESTRICTED-AFFORDABLE DWELLING UNIT BECOMES VACANT, THE OWNER SHALL PROMPTLY MAKE IT AVAILABLE AND ACTIVELY MARKET SAID UNIT FOR LEASE TO ANOTHER QUALIFIED OCCUPANT IN ACCORDANCE WITH THE DEED RESTRICTION OR DEVELOPMENT AGREEMENT AND ANY RENTAL GUIDELINES ADOPTED BY THE CITY.
 - II. IN THE EVENT THE INCOME STATUS OF THE OCCUPANT OF THE RESTRICTED-AFFORDABLE DWELLING UNIT IS ALTERED SO AS TO NO LONGER MEET THE QUALIFICATIONS OF THIS SECTION, SAID OCCUPANT SHALL BE PERMITTED TO RESIDE IN THE UNIT UNDER THE SAME TERMS AND CONDITIONS OF THE UNIT LEASE, EXCEPT THAT NO EXTENSION OF THE LEASE TERM SHALL BE GRANTED.
 - III. THE RESTRICTED-AFFORDABLE DWELLING UNIT SHALL ONLY BE LEASED AND OCCUPIED BY RESIDENTS WHO

WILL UTILIZE THE UNIT AS THEIR PRINCIPAL PLACE OF RESIDENCE. FOR THE PURPOSE OF THIS SECTION, THE PRINCIPAL PLACE OF RESIDENCE SHALL MEAN THE DWELLING IN WHICH ONE'S HABITATION IS FIXED FOR SIX (6) OR MORE MONTHS OF THE CALENDAR YEAR.

- (F) REPORTING REQUIREMENT. THE OWNER OF A RESTRICTED-AFFORDABLE DWELLING UNIT SHALL PROVIDE AN ANNUAL REPORT AND PROOF TO THE CITY OF AVONDALE TO DEMONSTRATE COMPLIANCE WITH THE RENTAL REQUIREMENTS SET FORTH IN THIS SECTION. THE ANNUAL REPORT SHALL BE SUBMITTED TO THE DIRECTOR OF NEIGHBORHOOD AND FAMILY SERVICES BETWEEN JANUARY 15 AND JANUARY 30 OF EACH YEAR AND SHALL COVER THE ENTIRE TWELVE (12) MONTH PERIOD OF THE PRECEDING CALENDAR YEAR. SAID REPORT SHALL CONTAIN, AT A MINIMUM:
 - I. THE PERIOD(S) THE RESTRICTED-AFFORDABLE DWELLING UNIT WAS RENTED AND THE STATUS BY WHICH ITS OCCUPANT(S) QUALIFIED UNDER THE DEED RESTRICTION;
 - II. THE MONTHLY RENTAL PRICE; AND
 - III. THE TAXES, SPECIAL ASSESSMENTS, AND HOMEOWNERS' ASSOCIATION AND MANAGEMENT FEES, AND ANY OTHER FEES OR CHARGES, INCLUDING COMMON UTILITIES, ASSESSED TO EACH UNIT.
- (9) OTHER REQUIREMENTS. ALL OTHER ZONING ORDINANCE REQUIREMENTS SHALL BE COMPLIED WITH UNLESS OTHERWISE APPROVED BY CONDITIONAL USE PERMIT OR VARIANCE.
- (10) AN ADU IS SUBJECT TO SECTION 28-33(J) REGARDING HOME-BASED OCCUPATIONS.
- (11) THIS SECTION DOES NOT SUPERSEDE APPLICABLE BUILDING CODES, FIRE CODES, OR PUBLIC HEALTH AND SAFETY REGULATIONS, EXCEPT THAT THE CITY MAY NOT REQUIRE THE ADU TO COMPLY WITH A COMMERCIAL BUILDING CODE OR CONTAIN A FIRE SPRINKLER.
- (12) EXCEPTIONS. THIS SECTION DOES NOT APPLY TO ANY LOT OR PARCEL WITHIN TRIBAL LAND, ON LAND IN THE TERRITORY IN THE VICINITY OF A MILITARY AIRPORT OR ANCILLARY MILITARY FACILITY AS DEFINED IN A.R.S. § 28-8461, ON LAND IN THE TERRITORY IN THE VICINITY OF A FEDERAL AVIATION ADMINISTRATION COMMERCIALY LICENSED AIRPORT OR A GENERAL AVIATION AIRPORT OR ON LAND IN THE TERRITORY IN THE VICINITY OF A PUBLIC AIRPORT AS DEFINED IN A.R.S. § 28-8486

(aB) Adult day care in the home providing care for up to ten (10) adult individuals not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:

...

(bC) Apiary is allowed in certain residential zoning districts provided that:

...

(eD) Child care in the home providing care for up to ten (10) children not related to the residents may be permitted as an accessory use in certain residential zoning districts provided that:

...

(dE) Community residential home providing care for up to six (6) unrelated individuals may be allowed in certain residential zoning districts provided that:

...

(eF) Community residential setting providing care for up to ten (10) children may be allowed in certain residential zoning districts provided that:

...

(fG) Dairy farmS is ARE allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.

(gH) Farm animals. Raising and keeping farm animals including backyard fowl is allowed in certain residential zoning districts, subject to the provisions of Avondale City Code Chapter 3 (Animals and Fowl), Article II (Livestock, Fowl, Etc.):

(hI) Feed lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.

(iJ) Group homes providing care for up to ten (10) unrelated individuals may be allowed in certain residential zoning district provided that:

...

(jK) Group foster homes for six (6) to ten (10) children may be allowed in certain residential zoning district provided that:

...

~~(k) Guest house is allowed in certain residential zoning districts provided that:~~

- ~~(1) A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.~~
- ~~(2) A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.~~
- ~~(3) The materials, colors and architectural style of the guest house shall be similar to the principal residence.~~
- ~~(4) The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.~~

- (5) ~~A detached guest house shall meet the location, height and setback requirements in article 7 of this zoning ordinance.~~
- (6) ~~The department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction plans. The separate design review process outlined in article 1 of this zoning ordinance is not required for guest houses.~~

...

SECTION 4. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 7 (Supplementary Regulations), Section 28-133 (Detached accessory buildings.), is hereby amended to read as follows:

28-133 Detached accessory buildings.

...

- (b) Any detached accessory building not located in the rear one-half (½) of a lot shall maintain such yards as are required for a dwelling unit on the same lot EXCEPT FOR AN ACCESSORY DWELLING UNIT (ADU) PER SECTION 28-33.
- (c) Detached accessory buildings placed in the rear one-half (½) of a lot may encroach into the required rear and side yard setbacks subject to the following conditions, EXCEPT AS OTHERWISE PROVIDED FOR ADUS PER SECTION 28-33:

...

- (e) No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except ~~that~~ FOR AN ADU PER SECTION 28-33 AND on a residential lot in the AG District, a shelter for the keeping of animals, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.

...

SECTION 5. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 8 (Parking), Section 28-164 (Required parking), is hereby amended to read as follows:

28-164 Required parking.

...

- (a) Required parking schedule.

Use	Minimum Spaces Required
* * *	
Residential Uses	

ACCESSORY DWELLING UNIT	NO ADDITIONAL PARKING REQUIRED; REFER TO DWELLING, SINGLE-FAMILY REQUIREMENTS.
* * *	

...

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.c.

SUBJECT: Public Hearing and Ordinance 2033-1124 - Zoning Ordinance Text Amendments – Chapter 28, Article 1 (Administration and Procedures) - Application PL-24-0227

MEETING DATE: 11/18/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

STRATEGY: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2033-1124, amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures), to establish residential rezone review and approval timeframes, 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 Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in September 2024.

City Council will hold a public hearing and consider a City-initiated request for text amendments to the Zoning Ordinance. The amendments will allow for continued refinement of the Zoning Ordinance to reflect recent changes in State law related to establishing process timelines for residential rezone applications consistent with State law by adding sections to Chapter 28, Article 1 (Administration and Procedures). The proposed changes will benefit the community by establishing a clear and concise process for the rezoning of a property to a residential zoning classification.

SUMMARY OF REQUEST:

The City is requesting approval for text amendments to update sections of the Zoning Ordinance to reflect recent changes in State law related to requests to rezone to a residential zoning district and provide cross-references. The proposed changes will benefit the community by improving the overall consistency and usability of the Zoning Ordinance.

The proposed amendments respond to Senate Bill 1162, passed by the Arizona Legislature, which specifies the time frames for residential rezone requests. The time frames specified in the bill must be adopted on or

before January 1, 2025. The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The proposed text for each of these sections may be found in Exhibit A.

Section 28-10 (a)(9)(A)

Add an administrative review time frame establishing a thirty (30) day application completeness period for the City to deem an application complete or incomplete.

Section 28-10 (a)(9)(B)

Add a time frame of one hundred eighty days (180), from application completeness, to bring the rezone application to City Council for approval or denial of the application.

Add a provision for a thirty (30) day, one-time, extension for extenuating circumstances.

Add a provision for time extensions, in thirty-day (30) day increments, at the request of the applicant.

Section 28-10 (a)(9)(C)

Add exceptions for lands that are designated as of historical significance, pursuant to Ariz. Rev. Stat. § 9-462.01(a); or an area that is designated as historic on the National Register of Historic Places or land that is already zoned Planned Area Development (PAD).

PUBLIC PARTICIPATION:

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements. One comment was posted on the City of Avondale's Connect digital forum. The respondent requested that all new multi-family development applications be denied.

PLANNING COMMISSION ACTION:

On October 16, 2024, the Planning Commission conducted a public hearing and passed a motion (4-0) to recommend approval of the proposed text amendment. No questions or public comments were offered during the public hearing.

ANALYSIS:

The Zoning Ordinance Text Amendments are not anticipated to result in any adverse impacts on the community. The amendments will allow for continued refinement of the Zoning Ordinance to be consistent with State law, reflect changes in policies and procedures, allow for clerical corrections, and address the overall accuracy and usability of the Zoning Ordinance.

DISCUSSION:

- The proposed text amendment will ensure consistency with State law.
- The proposed text amendment will improve usability of the code and enhance customer service.
- The proposed text amendment is deemed necessary to best serve the public health, safety, and general welfare of the City.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance amending the Avondale Zoning Ordinance, Chapter 28, Article 1 (Administration and Procedures), to establish residential rezone review and approval time frames, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: Christina LaVelle, Senior Planner

Article 1 ADMINISTRATION AND PROCEDURES

28-10 Zoning ordinance map amendments (rezoning).

The boundaries of zoning districts set forth in the zoning map may be amended whenever deemed appropriate by the city council. Amendments to the zoning map shall not be made except through the adoption of an amending ordinance by the city council and following the procedures prescribed in this section 28-10.

(a) Process and procedure.

- (1) Requests for map amendments shall be submitted to the planning division on a form prescribed by the planning division with all required deliverables as outlined on the application checklist, including the required fee. A zoning map amendment may be requested by the property owner of land proposed to be rezoned or by the planning division, the zoning administrator, the planning commission or by the city council.
- (2) The applicant shall conduct a neighborhood meeting in accordance with section 28-12, below, and complete notifications in accordance with section 28-13, below.
- (3) The applicant shall provide certificates of adequate school facilities, in accordance with subsection 28-13(d), below.
- (4) A request for a zoning map amendment shall first be heard by the planning commission, which shall hold a public hearing and transmit a recommendation to the city council containing reasons for such recommendation. Notifications must be completed pursuant to section 28-13, below.
- (5) The city council shall hold a public hearing and approve, approve with conditions, or deny the request for the amendment. Notifications must be completed pursuant to section 28-13, below.
- (6) If the owners of twenty (20) percent or more of lots, calculated according to Ariz. Rev. Stat. § 9-462.04(H), as amended, file a protest in writing against a proposed amendment, it shall not become effective except by the favorable vote of three-fourths ($\frac{3}{4}$) of all members of the city council. If any member of the city council is unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths ($\frac{3}{4}$) of the remaining membership of the city council, provided that such required number of votes shall in no event be less than a majority of the full membership of the city council. Written protests must be submitted to the planning division not later than seventy-two (72) hours prior to the city council hearing.
- (7) In the event an application is denied by the city council or withdrawn after the planning commission hearing, the city council shall have the authority to refuse to accept another application for any amendment on the same property or part thereof, for a period of one (1) year from the date of denial.
- (8) The recommendation of approval of any amendment by the planning commission shall be void if the amendment has not been adopted by the city council within one (1) year of the planning commission action.

(9) Requests to rezone to a residential zoning district.

(A) For the purposes of this section, a “residential rezoning application” means an application seeking to rezone from one type of zoning district to a residential zoning district as listed in Chapter 28, Article 2 – Residential Districts.

(B) Administrative completeness review time frame. For each residential rezoning application, the zoning administrator or designee shall determine whether the application is

administratively complete within thirty (30) days after receiving the application. If the application is deemed administratively incomplete, the zoning administrator or designee will provide the applicant with a written notice that includes a comprehensive list of the specific deficiencies. Upon issuance of the written notice, the administrative completeness review time frame and overall time frame contained in this section are suspended until the zoning administrator or designee receives the resubmitted application. The zoning administrator or designee shall have fifteen (15) days to review the resubmitted application and determine whether every deficiency has been resolved for administrative completeness.

(C) Approval or denial of requests to rezone to a residential zoning district. After determining that a residential rezoning application is administratively complete, the City Council shall approve or deny the application within one hundred eighty (180) days. The City may extend the time frame to approve or deny beyond one hundred eighty (180) days as follows:

- i. the zoning administrator or designee may grant a one-time extension of not more than thirty (30) days for extenuating circumstances; or
- ii. the zoning administrator or designee may grant extensions in thirty (30) day increments at the request of the applicant.

(D) Exceptions. This sub-section does not apply on land that is designated as a district of historical significance pursuant to Ariz. Rev. Stat. § 9-462.01(a); or an area that is designated as historic on the National Register of Historic Places; or land that is already zoned as planned area development (PAD).

- (b) Council discretion. The city council shall consider all of the information provided and may accept or reject the planning commission's recommendation. The city council may approve a zoning ordinance map amendment in its sole legislative discretion; provided that any such amendment shall be consistent with the land use designation, goals and objectives of the adopted general plan and any applicable specific plans.
- (c) Conditions for approval. The planning commission may recommend and the city council may approve a map amendment conditioned as deemed necessary by the city council in its sole discretion. Any condition of zoning shall be set forth in the ordinance amending the zoning text or map. All conditions of zoning approval shall become part of the regulations governing the use of the property. No building permits shall be issued except in conformity with the conditions of zoning approval.

ORDINANCE NO. 2033-1124

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 1 (ADMINISTRATION AND PROCEDURES), SECTION 28-10 (ZONING ORDINANCE MAP AMENDMENTS (REZONING)), RELATING TO RESIDENTIAL REZONING TIME FRAMES.

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

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on October 16, 2024, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on November 18, 2024.

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

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

SECTION 2. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-10 (Zoning ordinance map amendments (rezoning)), subsection (a) (Process and Procedure) is hereby amended to add a new subsection (9) as follows:

28-10 Zoning ordinance map amendments (rezoning).

...

(a) Process and procedure.

...

(9) REQUESTS TO REZONE TO A RESIDENTIAL ZONING DISTRICT.

- (A) FOR THE PURPOSES OF THIS SECTION, A “RESIDENTIAL REZONING APPLICATION” MEANS AN APPLICATION SEEKING TO REZONE FROM ONE TYPE OF ZONING DISTRICT TO A RESIDENTIAL ZONING DISTRICT AS LISTED IN CHAPTER 28, ARTICLE 2 – RESIDENTIAL DISTRICTS.
- (B) ADMINISTRATIVE COMPLETENESS REVIEW TIME FRAME. FOR EACH RESIDENTIAL REZONING APPLICATION, THE ZONING ADMINISTRATOR OR DESIGNEE SHALL DETERMINE WHETHER THE APPLICATION IS ADMINISTRATIVELY COMPLETE WITHIN THIRTY (30) DAYS AFTER RECEIVING THE APPLICATION. IF THE APPLICATION IS DEEMED ADMINISTRATIVELY INCOMPLETE, THE ZONING ADMINISTRATOR OR DESIGNEE WILL PROVIDE THE APPLICANT WITH A WRITTEN NOTICE THAT INCLUDES A COMPREHENSIVE LIST OF THE SPECIFIC DEFICIENCIES. UPON ISSUANCE OF THE WRITTEN NOTICE, THE ADMINISTRATIVE COMPLETENESS REVIEW TIME FRAME AND OVERALL TIME FRAME CONTAINED IN THIS SECTION ARE SUSPENDED UNTIL THE ZONING ADMINISTRATOR OR DESIGNEE RECEIVES THE RESUBMITTED APPLICATION. THE ZONING ADMINISTRATOR OR DESIGNEE SHALL HAVE FIFTEEN (15) DAYS TO REVIEW THE RESUBMITTED APPLICATION AND DETERMINE WHETHER EVERY DEFICIENCY HAS BEEN RESOLVED FOR ADMINISTRATIVE COMPLETENESS.
- (C) APPROVAL OR DENIAL OF REQUESTS TO REZONE TO A RESIDENTIAL ZONING DISTRICT. AFTER DETERMINING THAT A RESIDENTIAL ZONING APPLICATION IS ADMINISTRATIVELY COMPLETE, THE CITY COUNCIL SHALL APPROVE OR DENY THE APPLICATION WITHIN ONE HUNDRED EIGHTY (180) DAYS. THE CITY MAY EXTEND THE TIME FRAME TO APPROVE OR DENY BEYOND ONE HUNDRED EIGHTY (180) DAYS AS FOLLOWS:
- I. THE ZONING ADMINISTRATOR OR DESIGNEE MAY GRANT A ONE-TIME EXTENSION OF NOT MORE THAN THIRTY (30) DAYS FOR EXTENUATING CIRCUMSTANCES; OR
 - II. THE ZONING ADMINISTRATOR OR DESIGNEE MAY GRANT EXTENSIONS IN THIRTY (30) DAY INCREMENTS AT THE REQUEST OF THE APPLICANT.
- (D) EXCEPTIONS. THIS SUB-SECTION DOES NOT APPLY ON LAND THAT IS DESIGNATED AS A DISTRICT OF HISTORICAL SIGNIFICANCE PURSUANT TO A.R.S. § 9-462.01(A); OR AN AREA THAT IS DESIGNATED AS HISTORIC ON THE NATIONAL

REGISTER OF HISTORIC PLACES; OR LAND THAT IS ALREADY
ZONED AS PLANNED AREA DEVELOPMENT (PAD).

...

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
November 18, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney