



City of Avondale

City Council Meeting

Monday, June 16, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, 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, June 16, 2025

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

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

REGULAR MEETING

5:30 PM

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

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION - SMALL CITIES MONTH

City Council will present a proclamation recognizing June 2025 as Small Cities Month. This item is for discussion only.

b. PROCLAMATION - WESTMARC DAY

City Council will present a proclamation recognizing June 23, 2025 as WESTMARC Day. This item is for discussion only.

c. RECOGNITION OF THE COMMITTEE MEMBERS OF THE AVONDALE CITIZEN BOND COMMITTEE

City Council will recognize the Avondale Citizen Bond Committee Members for their dedicated service to the community. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the June 2, 2025 City Council meeting minutes. The Council will take appropriate action.

b. REAPPOINTMENT OF MICHAEL KIELSKY AND DAVID GARRISON TO THE JUDICIAL ADVISORY BOARD

City Council will consider a request to reappoint Michael Kielsky and David Garrison to the Judicial Advisory Board for an additional term to expire on June 30, 2029. The Council will take appropriate action.

c. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH BARBARA COPPAGE (CITY AUDITOR)

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

d. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH RON CORBIN (CITY MANAGER)

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

e. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH NICHOLLE HARRIS (CITY ATTORNEY)

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

f. RESOLUTION 1034-0625 - WATER CONSERVATION REBATE ADJUSTMENTS

City Council will consider a request to adopt Resolution 1034-0625, adopting a smart irrigation controller rebate for residential water users and a rain barrel/water cistern rebate for residential and non-residential water users and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1035-0625 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)

City Council will consider a request to adopt Resolution 1035-0625, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1036-0625 - ADOPTION OF THE CITY OF AVONDALE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

City Council will consider a request to adopt Resolution 1036-0625, approving the City of Avondale Public Transportation Agency Safety Plan (PTASP) in compliance with the Department of Transportation Federal Transit Administration 49 CFR Part 673 and 49 U.S.C. § 5329 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1037-0625 - INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA FIRE & MEDICAL AUTHORITY AND THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GLENDALE, GOODYEAR, PEORIA, SURPRISE, TOLLESON AND THE FIRE DISTRICTS OF DAISY MOUNTAIN AND SUN CITY FOR USE OF FIRE APPARATUS.

City Council will consider a request to adopt Resolution 1037-0625, authorizing an Intergovernmental Agreement between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1038-0625 - INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT), THE CITY OF AVONDALE AND THE CITY OF PHOENIX FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT 99TH AVENUE AND ENCANTO BOULEVARD

City Council will consider a request to adopt Resolution 1038-0625, authorizing an Intergovernmental Agreement (IGA) with MCDOT and the City of Phoenix for the design, construction, operation, and maintenance of a traffic signal at 99th Avenue and Encanto Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1039-0625 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – FISCAL YEAR 2026 TRANSIT SERVICES

City Council will consider a request to adopt Resolution 1039-0625, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2026 (Contract #106-75-2026-14-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1040-0625 - AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HOME CONSORTIUM

City Council will consider a request to adopt Resolution 1040-0625, authorizing Amendment No. 4 to the Intergovernmental Agreement (IGA) with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) in the amount of \$371,794 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. PUBLIC HEARING - SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - BLVD MART

City Council will open a public hearing and consider a request to recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maan Nawfal Ghazool for the sale of alcohol at the proposed BLVD Mart located at 645 N Avondale Boulevard #100 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2023-0625 - AVONDALE 10 REZONE - APPLICATION PL-24-0221

City Council will hold a public hearing and consider a request to adopt Ordinance 2023-0625, approving a request by Jessica Sarkissian of Upfront Planning and Entitlements LLC, to rezone an approximately 8.73 net acre property located approximately 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage roads and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Avondale 10 PAD will allow for a 37-lot single-family residential development with a density of approximately 4.0 dwelling units per acre. The Council will take appropriate action.

c. PUBLIC HEARING - RESULTS OF BIENNIAL AUDIT OF DEVELOPMENT IMPACT FEES

City Council will hold a public hearing on the development impact fee biennial certified audit, as required by A.R.S. 9-463.05. This item is for a public hearing and discussion only.

d. RESOLUTION 1041-0625 - SETTING THE FISCAL YEAR 2026 PRIMARY AND SECONDARY PROPERTY TAX LEVY

City Council will consider a request to adopt Resolution 1041-0625, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2026, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PRESENTATION - FISCAL YEAR 2026 PROPOSED FEE CHANGES

City Council will hear a presentation on the Fiscal Year 2026 proposed fee changes, including any public feedback received. This item is for discussion only.

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

(5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will adjourn the regular meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney on the Council's position regarding contract negotiations with Sierra Luna Energy Storage, LLC.

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.a.

SUBJECT: Proclamation - Small Cities Month

MEETING DATE: 6/16/2025

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:

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

PURPOSE:

City Council will present a proclamation recognizing June 2025 as Small Cities Month. This item is for discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing Small Cities Month.

DISCUSSION:

The National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2025 as Small Cities Month. All are encouraged to recognize this event, and to work together this month and throughout the year to invest in small cities and towns.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: n/a



PROCLAMATION

Small Cities Month

Whereas, small cities and towns are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

Whereas, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

Whereas, the federal government is an essential partner in the success of small cities and towns, and is encouraged to continue to support programs and legislation that strengthen small communities; and

Whereas, state governments are partners in the success of small cities and towns, and are encouraged to continue to support key programs and legislation that strengthen communities; and

Whereas, organizations, businesses, and citizens are partners in the success of small cities and towns, and are encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

Whereas, the need for intergovernmental partnership to support essential public services is important to ensure the safety and growth of small-town America; and

Whereas, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2025 as Small Cities Month;

Now, therefore, be it resolved on behalf of the Avondale City Council, the City of Avondale hereby proclaims June 2025, as Small Cities Month, and encourage all residents to recognize this event, and to work together this month and throughout the year to invest in small cities and towns.

Proclaimed this 16th day of June 2025.

Attest:

Mayor

City Clerk

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - WESTMARC Day

MEETING DATE: 6/16/2025

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:

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

PURPOSE:

City Council will present a proclamation recognizing June 23, 2025 as WESTMARC Day. This item is for discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing WESTMARC Day.

DISCUSSION:

WESTMARC – the Western Maricopa Coalition – has been a vital regional organization for 35 years, uniting the public and private sectors to advocate for the economic vitality and quality of life in the West Valley. WESTMARC serves as the united voice of 15 communities, including Avondale, representing municipalities, businesses, educational institutions, and non-profit community leaders committed to shaping a prosperous future for the West Valley of Metro Phoenix. The date June 23 (6/23) symbolically reflects the 623 area code that spans much of the West Valley and serves as a proud geographic identifier for the region's residents and businesses.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: n/a



PROCLAMATION

WESTMARC Day

Whereas, WESTMARC – the Western Maricopa Coalition – has been a vital regional organization for 35 years, uniting the public and private sectors to advocate for the economic vitality and quality of life in the West Valley; and

Whereas, WESTMARC serves as the united voice of 15 communities, including Avondale, representing municipalities, businesses, educational institutions, and non-profit community leaders committed to shaping a prosperous future for the West Valley of Metro Phoenix; and

Whereas, in 2025, WESTMARC unveiled a refreshed brand and strategic vision to reflect the West Valley as an elevated, thriving, united, and opportunity-rich region; and

Whereas, the date June 23 (6/23) symbolically reflects the 623 area code that spans much of the West Valley and serves as a proud geographic identifier for the region's residents and businesses; and

Whereas, WESTMARC continues to be a catalyst for collaboration, innovation, and advocacy on key regional priorities such as economic development, education, workforce advancement, infrastructure, housing, and a high quality of life;

Now, therefore, be it resolved on behalf of the Avondale City Council, the City of Avondale hereby proclaims June 23, 2025 as "WESTMARC day" in the City of Avondale, and encourage all residents, businesses, and community stakeholders to recognize and celebrate WESTMARC's enduring leadership, regional impact, and commitment to the prosperity of the West Valley.

Proclaimed this 16th day of June 2025.

Attest:

Mayor

City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Recognition of the Committee Members of the Avondale Citizen Bond Committee

MEETING DATE: 6/16/2025

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:

Not Applicable

PURPOSE:

City Council will recognize the Avondale Citizen Bond Committee Members for their dedicated service to the community. This item is for discussion only.

BACKGROUND:

In September 2024, the Avondale City Council created a Citizen Bond Committee made up of Avondale residents, tasked with evaluating future capital improvement needs. Their role was to make recommendations to the City Council for a potential general obligation bond election in November 2025.

DISCUSSION:

The following members served on the Avondale Citizen Bond Committee from December 2024 through May 2025 and are being recognized for their service.

- Natosha Edmonds, Chair
- Daniel Schuh, Vice Chair
- Nicole List
- Ben Ruoti
- Cindy de la Riva
- Crystal Lopez-Davey
- Hector Arellano
- Amanda Duncan-Billiman
- Deanna Sapata

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 6/16/2025

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 June 2, 2025 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the June 2, 2025 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

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; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Jaime Lyn Gonzales, Community & Economic Vitality Manager; Craig Jennings, Judge; Ted Flores, Human Resources Assistant Director; Julie Knoll, Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION – JUNETEENTH DAY OF OBSERVANCE

City Council presented a Proclamation recognizing Juneteenth Day of Observance. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

Teresa Desanti stated Fire Chief Larry Rooney did not contact her as was noted during the last City Council meeting. She stated she will no longer be speaking with Fire Chief Rooney and will only be speaking to the City Council.

Maria Alvarado spoke under Unscheduled Public Appearances; however, her comments are listed below Agenda Item 5a.

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 White, seconded by Vice Mayor Nielson, to approve the Consent Agenda.

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

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

a. MINUTES

City Council approved the May 19, 2025 City Council meeting minutes.

b. SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3924

City Council amended the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to incorporate language allowing for represented employees who are at the maximum salary of their respective FY2026 step plan to receive a one-time lump sum payment equal to 2% of their FY2026 step rate (annualized) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. RESOLUTION 1029-0625 - ADOPTION OF THE FISCAL YEAR 2026 PENSION FUNDING POLICY

City Council adopted Resolution 1029-0625, approving an updated Pension Funding Policy for Fiscal Year 2026 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1030-0625 - DESIGNATION OF CHIEF FISCAL OFFICER FOR THE ANNUAL EXPENDITURE LIMITATION REPORT (AELR)

City Council adopted Resolution 1030-0625, designating Renee Weatherless as the Chief Fiscal Officer for the submittal of the Annual Expenditure Limitation Report and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1031-0625 - COMPREHENSIVE FINANCIAL POLICIES

City Council adopted Resolution 1031-0625, adopting Comprehensive Financial Policies and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2022-0625 – ACCEPTING A DONATION OF REAL PROPERTY FOR A PUBLIC SEWER LIFT STATION AT THREE RIVERS RANCH

City Council adopted Ordinance 2022-0625, authorizing the acceptance of real property for a public sewer lift station located generally north of Southern Avenue and west of Dysart Road and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

NOTE FROM THE CITY CLERK: ITEMS 5A AND 5B WERE PRESENTED TOGETHER AND VOTED ON SEPARATELY.

a. PUBLIC HEARING AND RESOLUTION 1032-0625 - TRUTH IN TAXATION HEARING SETTING FORTH THE INTENT TO RAISE THE PROPERTY TAX LEVY

City Council held a public hearing and consider a request to adopt Resolution 1032-0625, setting forth the City's intent to levy primary property taxes in the amount of \$0.6095 per hundred (\$100) of assessed valuation and secondary property taxes in the amount of \$0.8497 per hundred (\$100) of assessed valuation and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Renee Weatherless, Director of Finance and Budget, presented agenda item 5a and 5b together. Agenda item 5a includes a public hearing on the proposed property tax levy. Agenda item 5b includes a public hearing on the final budget for fiscal year 2025-2026 in the amount of \$486,614,500.

The proposed combined tax rate for FY2026 is \$1.46 which is equal to the prior year. The primary property tax is decreasing and is used for general purposes. The secondary property tax is increasing. However, it is solely for the purpose of repaying bond principal and interest. The Levy is the revenue the city collects, and it is because our proposed primary levy of \$4,336,412 exceeds the prior year, the City is required to hold a Truth in Taxation public hearing.

The hearing was published in the newspaper and a copy of the ad was presented. The combined tax rates were presented, and a sample calculated rate was presented.

The FY2026 expenditure limitation of \$486,614,500 has not changed from the tentative budget adopted by City Council on May 5, 2025. Ms. Weatherless reviewed the changes made since the tentative budget was adopted. All increases related to these adjustments were offset by decreases to either contingency or unanticipated revenues.

Other exhibits included in the budget are the administrative awards for budgeted lines greater than \$100k, the schedule of interfund transfers, and the 5-year capital improvement plan. The final steps for the budget include holding a truth in taxation hearing, holding a hearing on the final budget, approving the final budget in a Special Meeting, and then returning on June 16 to consider the adoption of the property tax levy.

Staff recommends City Council: a) hold a public truth in taxation hearing and take a roll call vote on resolution 1032-0625 setting forth the intent to raise the property tax levy; and b) hold a public hearing on the FY2026 final budget and to adopt resolution 1033-0625 setting forth the final budget for fiscal year 2025-2026.

Mayor Pineda opened the floor for comments from the Council.

Councilmember Solorio explained her reasoning on why she voted no on the property tax increase. She noted she is not about opposing necessary investments within the city or disregarding the statutory obligations. She is standing up for the financial stability of the residents of City of Avondale. The City Council just approved an increase in the water and sewer rates and is now proposing a higher property tax. She spoke about the impact this has on residents. She noted reviewing the budget to utilize cost saving and efficiency measures. Councilmember Solorio re-read her statement in Spanish.

Councilmember Garcia provided her reasoning on why she would be voting no on the agenda item. She noted she voted no on the recent water rate increase, and she does not believe an additional increase for the residents is the correct option. She noted she is a single mom and understands how this item will impact the residents. She noted just because other cities are doing this, does not mean Avondale should. Avondale should reallocate its monies and educate citizens on bonds.

In response to a question from Councilmember Weise, Ms. Weatherless explained that any city that desires to levy more than the prior year must hold a truth and taxation hearing. Additionally, Ms. Weatherless explained the increase in the property tax has been incorporated into the presented budget and she noted the impact of the agenda item not passing.

In response to a question from Councilmember Nielson, Ms. Weatherless explained the truth and taxation hearing is only based off the primary tax rate.

Mayor Pineda opened the public hearing and received a request to speak from Maria Alvarado. She is against the increase in the property taxes within Avondale, noting the increase will have an economic impact on everyone. The proposed property tax increase will raise rents for rentals and mortgage payments for homeowners. She asked City Council to vote no on the agenda item.

Mayor Pineda closed the public hearing and called for a motion.

Councilmember White moved to adopt Resolution 1032-0625, setting forth the City's intent to levy primary property taxes in the amount of \$0.6095 per hundred (\$100) of assessed valuation and secondary property taxes in the amount of \$0.8497 per hundred (\$100) of assessed valuation and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.; Councilmember Weise seconded the motion.

Upon roll call vote, the motion was carried unanimously 4 to 3.

Councilmember Conde	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Councilmember Garcia	Nay
Councilmember Solorio	Nay
Mayor Pineda	Nay

b. PUBLIC HEARING – FISCAL YEAR 2026 FINAL BUDGET

City Council held a public hearing to receive comment on the final budget for fiscal year 2025 - 2026 (FY2026). This item was for discussion only.

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

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

Councilmember Solorio attended the Women in Municipal Government Conference in Antonio, Texas.

Councilmember White attended the American Public Transit Association Legislative Conference in Washington, DC.

Councilmember Conde gave accolades to all for the Memorial Day Ceremony, noting Vice Mayor Nielson and Councilmember Garcia's participation in the event.

Councilmember Garia echoed the Councilmember Conde's comments, noting her experience at the Memoria Day ceremony.

Vice Mayor Nielson shared comments he received from residents, requesting more promotion of the event in the future.

Mayor Pineda attended the Summer Reading Kickoff event at Phoenix Raceway.

7. ADJOURNMENT

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

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

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

The meeting was adjourned at 6:07 p.m.

MINUTES OF THE AVONDALE CITY COUNCIL – SPECIAL MEETING
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:08 p.m.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Jaime Lyn Gonzales, Community & Economic Vitality Manager; Craig Jennings, Judge; Ted Flores, Human Resources Assistant Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. RESOLUTION 1033-0625 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2025-2026

City Council considered a request to adopt Resolution 1033-0625, approving the final budget for fiscal year 2025-2026 (FY2026) in the amount of \$486,614,500 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Councilmember White moved to adopt Resolution 1033-0625, approving the final budget for fiscal year 2025-2026 (FY2026) in the amount of \$486,614,500 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Weise seconded the motion.

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

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

3. ADJOURNMENT

There being no further business before the Council, Councilmember White moved to adjourn the Special Meeting; Councilmember Solorio seconded the motion.

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

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

The meeting was adjourned at 6:08 p.m.

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:13 p.m.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Jaime Lyn Gonzales, Community & Economic Vitality Manager; Craig Jennings, Judge; Ted Flores, Human Resources Assistant Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Councilmember White moved to adjourn the Special Meeting and hold an executive session pursuant to: a) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the City Auditor; b) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the City Attorney; and c) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the City Manager; Councilmember Solorio seconded the motion.

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

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

The meeting was adjourned at 6:13 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 and Special Meeting of the Council of the City of Avondale held on the 2nd day of Jun 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Reappointment of Michael Kielsky and David Garrison to the Judicial Advisory Board

MEETING DATE: 6/16/2025

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 reappoint Michael Kielsky and David Garrison to the Judicial Advisory Board for an additional term to expire on June 30, 2029. The Council will take appropriate action.

BACKGROUND:

The Council Boards, Commissions, and Committees Subcommittee makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status; the Subcommittee does not review annual renewals. As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations.

DISCUSSION:

Michael Kielsky and David Garrison are eligible for reappointment to the Judicial Advisory Board as Regular Members for full terms to expire on 6/30/2029.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff are recommending the reappointment of the board members.

Contact person for document distribution:

ITEM NUMBER: 4.c.

SUBJECT: Amendment to the Professional Services and Employment Agreement with Barbara Coppage (City Auditor)

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Andy Mesquita, Director of Human Resources

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

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

BACKGROUND:

As required by the Employment Agreement, the City Auditor's annual evaluation was held in an Executive Session with the City Council on June 2, 2025.

DISCUSSION:

The purpose of this agenda item is to approve the Fourth Amendment to the Employment Agreement with City Auditor, Barbara Coppage. The Fourth Amendment will increase Coppage's base salary by 5% (3% cost of living, and 2.0% merit).

BUDGET IMPACT:

This item is budgeted through the City Auditor department and/or through vacancy savings as authorized by the Finance and Budget department.

RECOMMENDATION:

Staff is recommending approval of the Fourth Amendment to the Professional Services and Employment Agreement with City Auditor, Barbara Coppage and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents.

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

**FOURTH AMENDMENT
TO
CITY AUDITOR EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO CITY AUDITOR EMPLOYMENT AGREEMENT (this "Fourth Amendment") is made and entered into June 16, 2025, by and between the City of Avondale, Arizona, an Arizona municipal corporation acting through its Mayor and Council of the City of Avondale, Arizona ("City") and Barbara Coppage ("Coppage" or "Employee").

RECITALS

A. The City and Employee entered into an Employment Agreement, Contract No. 22-351C dated October 17, 2022, as amended by that certain First Amendment dated May 1, 2023, that certain Second Amendment dated July 1, 2024, and that certain Third Amendment dated February 24, 2025, for Employee to serve as the City Auditor (collectively, the "Agreement"). All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as set forth in the Agreement.

B. The City and Employee desire to enter into this Fourth Amendment to increase Employee's salary.

AGREEMENT

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

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

2. Employee's base salary shall be \$169,209.49. Salary will be adjusted annually on the same basis as non-represented employees, consistent with City's compensation policies for market adjustments and cost of living adjustments, as approved by the City Council.

2. Effective Date. The Employee pay rate set forth in this Fourth Amendment is effective as of June 23, 2025.

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

4. Non-Default. By executing this Fourth Amendment, the Employee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the

Agreement, and (ii) any and all Employee claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

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

“Employee”

“City”

CITY OF AVONDALE, an Arizona municipal corporation

Barbara Coppage

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

ITEM NUMBER: 4.d.

SUBJECT: Amendment to the Professional Services and Employment Agreement with Ron Corbin (City Manager)

MEETING DATE: 6/16/2025

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

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

BACKGROUND:

As required by the Employment Agreement, the City Manager's annual evaluation was held in an Executive Session with the City Council on June 2, 2025.

DISCUSSION:

The purpose of this agenda item is to approve the Third Amendment to the Employment Agreement with City Manager, Ron Corbin. The Third Amendment will increase Corbin's base salary by 5% (3% cost of living, 2% merit), increase annual vacation hour accruals, increase the maximum vacation hour accrual limit, and increase the sick leave payout percentage.

BUDGET IMPACT:

This item is budgeted through the City Administration department and/or through vacancy savings as authorized by the Finance and Budget department.

RECOMMENDATION:

Staff is recommending approval of the Third Amendment to the Professional Services and Employment Agreement with City Manager, Ron Corbin and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents.

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

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

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this “Third Amendment”) is entered into as of June 16, 2025, between the City of Avondale, an Arizona municipal corporation (the “City”) and Ron Corbin (“Employee” or “Corbin”).

RECITALS

A. The City and Employee entered into Professional Services and Employment Agreement, Contract No. 22-276C dated August 22, 2022, as amended by that certain First Amendment dated April 17, 2023, as amended by that Second Amendment dated May 20, 2023, and as amended by that Second Amendment, amended and restated July, 8, 2024, for Employee to serve as City Manager (collectively, the “Agreement”). All capitalized terms not otherwise defined in this Third Amendment have the same meanings as set forth in the Agreement.

B. As part of the 2025 annual performance review, the City Council seeks to provide an increase in compensation and benefits based on exemplary service provided by Employee.

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

AGREEMENT

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

1. Amendment. Section 3.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3 Voluntary Resignation. In the event Corbin voluntarily resigns his position with the City, Corbin shall provide a minimum of sixty (60) days’ notice unless the parties agree otherwise. In such event, Corbin shall not be entitled to severance pay and shall only be entitled to those benefits as set forth in this Agreement.

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

5.1. The City agrees to pay Corbin a base salary of three hundred six thousand, two hundred twelve dollars and fifty-two cents (\$306,212.52) for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid.

3. Amendment. Section 5.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.7 Vacation Leave; Sick Leave. Corbin shall accrue vacation leave on an annual basis at the rate of 13.07 hours per pay period, 340 hours per year. Corbin's maximum accrual of vacation leave shall be 480 hours per year. Corbin must use all hours over the maximum accrual by the end of the calendar year. Corbin will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each year. Upon separation (voluntary or involuntary) from the City, Corbin shall be compensated for 100% of his accrued vacation leave at his current hourly rate of pay. Corbin shall accrue sick leave at the rate provided to any other full-time regular employee as provided by the City of Avondale Chapter Policies and Administrative Policies. Corbin's sick leave hours shall accumulate without limit as provided by the City of Avondale Chapter Policies and Administrative Policies. Upon separation (voluntary or involuntary) from the City, Corbin shall be compensated for a percentage of his accrued sick leave at his current hourly rate of pay on the following schedule: 50% after July 1, 2025, 75% after July 1, 2026, and 100% after July 1, 2027.

4. Amendment. Section 5.8 of the Agreement is hereby deleted in its entirety.

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

6. Effective Date. The Employee pay rate set forth in this Amendment is effective as of June 23, 2025.

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

[SIGNATURES OF FOLLOWING PAGE]

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

EMPLOYEE:

CITY:

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin

Mike Pineda, Mayor

ITEM NUMBER: 4.e.

SUBJECT: Amendment to the Professional Services and Employment Agreement with Nicholle Harris (City Attorney)

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Andy Mequita, Human Resources Director

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

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

BACKGROUND:

As required by the Employment Agreement, the City Attorney's annual evaluation was held in an Executive Session with the City Council on June 2, 2025.

DISCUSSION:

The purpose of this agenda item is to approve an amendment to the Employment Agreement with City Attorney, Nicholle Harris. The Second Amendment will increase Harris' base salary by 5% (3% cost of living, 2% merit), increase annual deposit in vacation leave bank, increase the maximum vacation hour accrual limit, and increase the sick leave payout percentage.

BUDGET IMPACT:

This item is budgeted through the City Attorney department and/or through vacancy savings as authorized by the Finance and Budget department.

RECOMMENDATION:

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

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

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this “Second Amendment”) is entered into as of June 16, 2025, between the City of Avondale, an Arizona municipal corporation (the “City”) and Nicholle Harris (“Employee” or “Harris”).

RECITALS

A. The City and Employee entered into Professional Services and Employment Agreement, Contract No. 22-217C dated July 11, 2022, as amended by that certain First Amendment, dated July 1, 2024 (collectively, the “Agreement”). All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

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

C. As part of the 2025 annual performance review, the City Council seeks to provide an increase in compensation and benefits based on exemplary service provided by Employee.

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

AGREEMENT

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

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

3.1. Base Salary. The City will compensate Employee for their services as City Attorney at an annual base salary in the amount of Two Hundred Seventy-Nine Thousand Eight Hundred and Five and 87/100 Dollars (\$279,965.78) (the “Base Salary”), as may be adjusted from time to time in accordance with Section 3.2. The Base Salary will be payable in installments at the same time as other management employees of the City are paid.

2. Amendment. Section 7.1 is hereby deleted in its entirety and replaced with the following:

7.1 Vacation Leave. The Employee shall accrue vacation leave on an annual basis at the rate provided to any other City Management level employee, as provided by the City of Avondale Chapter Policies and Administrative Policies, plus an additional deposit of eighty (80) hours of vacation leave per year. Harris' maximum accrual of vacation leave shall be 390 hours per year. Harris must use all hours over the maximum accrual by the end of the calendar year. Harris will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each year.

3. Amendment. Section 7.3 is hereby deleted in its entirety and replaced with the following:

7.3. Separation Payout. In the event the Employee's employment is terminated involuntarily, or if the Employee resigns in lieu of termination, the Employee shall be compensated for all accrued sick leave and vacation leave at the Employee's current rate of pay. If the Employee voluntarily resigns her employment, she shall be compensated for all accrued vacation leave and 50% of her sick leave at the current rate of pay for Employee.

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

5. Effective Dates. The Employee pay rate set forth in this Amendment is effective as of June 23, 2025.

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

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

EMPLOYEE:

CITY:

CITY OF AVONDALE, an Arizona
municipal corporation

Nicholle Harris

Mike Pineda, Mayor

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1034-0625 - Water Conservation Rebate Adjustments

MEETING DATE: 6/16/2025

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 Areas:

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

Using smart irrigation controllers to limit overwatering of landscape and capturing rainwater for beneficial use are means for efficient water use, leading to water conservation and environmental sustainability.

PURPOSE:

City Council will consider a request to adopt Resolution 1034-0625, adopting a smart irrigation controller rebate for residential water users and a rain barrel/water cistern rebate for residential and non-residential water users and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Smart irrigation controllers, also known as weather-based or evapotranspiration (ET) controllers, provide the appropriate watering schedule for the landscape by automatically adjusting up to 365 times per year. These irrigation controllers use current weather data and information about site conditions such as soil moisture and type, rain, wind, plant type and other conditions to apply the right amount of water to the landscape. Studies show most landscape watering can be reduced by approximately 30 percent with the use of a smart controller. Smart irrigation controllers can range in price from \$70-\$250 depending on the system.

Rain barrels and water cisterns allow for the collection and re-use of rainwater for lawns and gardens. Rain barrels are generally installed above ground and have a capacity up to 200 gallons. Water cisterns are typically larger, can be installed underground and generally offer more capacity than rain barrels. The use of rain barrels and water cisterns minimizes the amount of water flowing into storm drains and local waterways. In addition, plants and microbes prefer rainwater because it is naturally “soft” and free of the chlorine residual found in municipally provided water. Overall, utilizing a rain barrel or water cistern is a great way to conserve

water and lower water bills. Rain barrels generally range in price from \$100-\$150 while water cisterns can range from \$300 to more than \$1000, dependent on the size and installation.

DISCUSSION:

Rebates for Smart Irrigation Controllers will be made available to residential users only. Once implemented, the City will then remove the existing conservation rebate for manual irrigation timers. Cities such as Scottsdale, Tempe, and Peoria have made similar changes by offering Smart Irrigation Controllers. Details of the proposed Smart Irrigation Controller rebates include:

1. Smart Irrigation Controllers for Residential Use:

- Up to \$100 rebate for a Smart Irrigation Controller per property
- No more than one rebate per residential property per 10-year period
- Purchase, installation, and utilization of the smart irrigation controllers will be verified by the City's Water Conservation Coordinator prior to a rebate being issued.

2. Manual Irrigation Controller:

- Existing rebate shall be discontinued.

Rebates for rain barrels and cisterns will be made available to residential and non-residential customers. Details of the proposed rain barrel and cistern conservation rebates include:

1. Rain Barrels for Residential and Non-Residential Use:

- Up to \$50 rebate per 50-99 gallon capacity rain barrel
- Up to \$100 rebate per 100-199 gallon capacity rain barrel
- A residential or non-residential property is eligible to receive a maximum of up to two (2) rain barrels per 10-year period.
- Purchase, installation, and utilization of the rain barrels will be verified by the City's Water Conservation Coordinator prior to a rebate being issued.

2. Water Cistern for Residential and Non-Residential Use:

- Up to \$150 rebate per 200+ gallon capacity water cistern
- A residential or non-residential property is eligible to receive a maximum of up to one (1) water cistern per 10-year period.
- Purchase, installation, and utilization of the water cisterns will be verified by the City's Water Conservation Coordinator prior to a rebate being issued.

BUDGET IMPACT:

Funding to support these conservation rebate adjustments is approved and available in the existing water conservation program budget. No additional funding is currently being requested to support these adjustments.

RECOMMENDATION:

Staff recommends that City Council approve Resolution 1034-0625, adopting a smart irrigation controller rebate for residential water users and a rain barrel/water cistern rebate for residential and non-residential water

users and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Kirk Beaty, Eric Bay, Cole Pihl

RESOLUTION NO. 1034-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ADOPTING A SMART IRRIGATION CONTROLLERS REBATE
PROGRAM FOR RESIDENTIAL WATER USERS AND A RAIN
BARREL/WATER CISTERN REBATE PROGRAM FOR RESIDENTIAL AND
NON-RESIDENTIAL WATER USERS.

WHEREAS, the Council of the City of Avondale, Arizona (the “City Council”) desires to conserve and protect the City of Avondale’s limited water resources and ensure compliance with the Arizona Department of Water Resources “gallons per capita per day” use requirement; and

WHEREAS, the City of Avondale (the “City”) has implemented a multi-faceted Water Conservation Program to address water waste and misuse; and

WHEREAS, to further the City’s water conservation efforts, the City Council desires to adopt (i) a “smart” irrigation controller rebate program for residential water users (“Smart Irrigation Control Timer Rebate Program”) to replace the current manual irrigation controller residential water users rebate program (the “Current Program”), and (ii) a rain barrel/water cistern rebate program for residential and non-residential users (“Rain Barrel/Water Cistern Rebate Program”), to encourage a permanent reduction in water use by establishing financial incentives for the City’s customers.

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 Smart Irrigation Control Timer Rebate Program for residential water users to replace the current program is hereby adopted substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Rain Barrel/Water Cistern Rebate Program for residential and non-residential water users is hereby adopted substantially in the form attached hereto as Exhibit B and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale,
June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 1034-0625

[Smart Irrigation Control Timer Rebate Program]

See following page.



Smart Irrigation Control Timer Rebate Program

PURPOSE: Installing a Smart irrigation control timer on your irrigation system will allow you to water your landscape more efficiently resulting in water savings and lower water bills. The City of Avondale is offering a \$100 rebate to its water utility customers for purchase and installation of a new automatically activated multi-program Smart irrigation control device. The rebate will be issued after the Smart irrigation controller has been inspected and approved by the City of Avondale.

Description: Smart Timers, also known as weather-based or Evapotranspiration (ET) controllers provide the appropriate watering schedule for the landscape automatically adjusting up to 365 times per year. These irrigation controllers use current weather data and information about site conditions (such as soil moisture, rain, wind, slope, soil, plant type, and more), and apply the right amount of water to the landscape based on those factors. Studies show most landscape water use can be reduced by as much as 30 percent with the use of a smart controller. However, this technology does not compensate for a poorly designed irrigation system or one that is inefficient. Therefore, the irrigation system should be in good working order.

PROCEDURE:

1. Smart Irrigation Control Timers are connected to an app on your smart device and must be able to program multiple schedules using:
 - a. Historical ET information programmed into the controller and accompanied with an active rain shut off and temperature sensor, or
 - b. On-site weather station connected directly to the controller, or
 - c. Controller capable of receiving ET data from regional weather stations through satellite feeds.
2. Rebate applies to Smart Irrigation Control Timer mechanisms attached to both sprinkler and/or drip irrigation systems.
3. Each address is eligible for only one Smart Irrigation Control Timer Rebate. Timers installed as part of a landscaping package offered through homebuilders are not eligible for the rebate.
4. Pre-existing and newly installed landscapes are eligible. Customers meeting all the Rebate Program requirements are eligible for both the Smart Irrigation Control Timer Rebate and the Xeriscape Landscaping Rebate.
5. Outdoor watering from May to September should be restricted to the hours between 8:00 p.m. and 6:00 a.m.
6. Download an application in Adobe Acrobat® PDF format from the City of Avondale website at www.avondaleaz.gov/waterconservation or request an application through e-mail at savewater@avondaleaz.gov or by calling 623.333.4422
7. Once the Smart Irrigation Control Timer is installed and operational, complete the Rebate application and submit to the City of Avondale Water Conservation Office, 399 E. Lower Buckeye Rd, Avondale, AZ 85323. The application form must be:
 - a. Accompanied by a dated sales receipt and photo of installed device.
 - b. Signed by the homeowner.
 - c. Submitted within one year of purchase and installation.

8. The Water Conservation Office will review your application (and purchase receipt) and call you to schedule an appointment for either an inspection or ask for photos.
9. Upon request, a Water Conservation employee may visit your property to view the Smart Irrigation Control Timer system and provide education on irrigation system maintenance, the controller, and watering schedules.
10. Two to three weeks after approval of your application, a \$100 check will be issued to you and mailed via U.S. Post to the address on your application form. The rebate amount may not exceed the amount paid for the controller. If you purchased the Irrigation Control Timer and had it installed for less than \$100, the purchase price (including applicable sales tax) will be the rebate amount.

PLEASE NOTE: Applicants must be City of Avondale water customers. Sewer and trash-only customers are not eligible. The Irrigation Controller/Timer rebate application must be submitted within one year of purchase and installation. A limited number of rebates are available per fiscal year. Rebates will be given on a first come, first served basis from the date and time the application is received.

QUESTIONS: If you have further questions regarding the Irrigation Controller/Timer Rebate Program e-mail the Water Conservation Office at savewater@avondaleaz.gov or call 623.333.4422



Irrigation Controller/Timer Rebate Program Application

IMPORTANT!!

Please review the Smart Irrigation Control Timer Rebate Program information sheets for program eligibility and rebate requirements before making your purchase!

PLEASE RETURN COMPLETED APPLICATION TO:

WATER CONSERVATION REBATES, CITY OF AVONDALE UTILITIES DEPARTMENT
399 E. LOWER BUCKEYE RD. AVONDALE, AZ 85323
PHONE (623) 333-4400 FAX (623) 333-0440

CUSTOMER NAME: _____ UTILITIES ACCOUNT No.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER (HOME): _____ EMAIL: _____

ADDRESS OF PROPERTY (IF NOT THE SAME AS ABOVE): _____

PLEASE CHECK OR RESPOND AS APPROPRIATE:

- _____ (S, B or D) Does the timer control (S) sprinklers, (B) bubblers, or (D) drips? (Show all that apply)
- _____ (Y or N) Was the timer included and installed as part of a landscaping package offered by the homebuilder?
- _____ (Y or N) Is the timer automatically activated (powered by electricity or battery)?
- _____ (Y or N) Can the timer be programmed from your smart phone?
- _____ (Y or N) Was the timer purchased AFTER November 15, 2004, AND within the previous year?
- _____ Yes Is your DATED sales receipt attached? (Required)
- _____ (Y or N) Have you programmed the timer and it is operable?
- _____ Have you attached and signed the W-9 form? (Required)

WHAT HAPPENS NEXT?

- ⇒ The Water Conservation Office will review your application for eligibility and contact you to arrange a site visit.
- ⇒ REMEMBER! Your DATED sales receipt must accompany this Application!
- ⇒ Two to three weeks after the Water Conservation Office has conducted the site visit and approved your Application, a check for the irrigation controller/timer will be issued to you and mailed via U.S. Post to the address above.

I ACKNOWLEDGE THAT THE TIMER IS INSTALLED AT THE STATED PROPERTY ADDRESS AND IS OPERATIONAL:

SIGNATURE OF PROPERTY OWNER (HOMEOWNER) _____ DATE _____

FOR OFFICE USE ONLY		DATE	INITIALS
ACCOUNT NUMBER: _____	APPLICATION RECEIVED	_____	_____
	INSPECTION REQUIRED/NOT REQUIRED (CIRCLE ONE)	_____	_____
	(IF INSPECTION REQUIRED) INSPECTION COMPLETED	_____	_____
	APPROVED/NOT APPROVED (CIRCLE ONE)	_____	_____
REBATE AMOUNT: _____	REBATE ISSUED	_____	_____

EXHIBIT B

TO

RESOLUTION NO. 1034-0625

[Rain Barrel/Water Cistern Rebate Program]

See following page.



Rain Barrel/Water Cistern Rebate Program for Residential and Non-Residential Water Users

PURPOSE AND DESCRIPTION

Collecting and re-using rainwater for lawns and gardens minimizes the amount of water flowing into your storm drains, sewer systems and local waterways. Plants and microbes prefer rainwater because it is naturally "soft" and free of chlorine, fluoride, and other chemicals. Overall, utilizing a rain barrel or water cistern is a great way to conserve water and lower your water bill. Rebates are available to residential and non-residential water users to install rain barrels or water cisterns. The rebates start at \$50 and are up to \$150 depending on the product and size. Please see the table below for further details.

Product:	Rebate Amount not exceeding actual cost of barrels:
Rain Barrel (50-99 gallons) (max. quantity: 2)	\$50.00 each
Rain Barrels 100-199 gallons (max. quantity: 2)	\$100.00 each
Cistern (200 + gallons) (max. quantity: 1)	\$150.00

WHO IS ELIGIBLE

Residential property and non-residential property owners or renters that are Avondale utility customers who use potable water to irrigate yards, gardens, and landscaping on a continual basis and meet the program requirements stated below. Submit this application, including a copy of your sales receipt within 90 days of purchase. Receipts will not be returned — please make copies for your records.

REQUIREMENTS

1. Rain barrels and water cisterns purchased must follow the guidelines listed later in the form.
2. A residential or non-residential property is eligible to receive a maximum of up to either two (2) rain barrels, or one (1) water cistern. Repeat purchases are not eligible for additional rebates. Rebate(s) will be issued upon final installation and potential inspection, or photographic evidence of the rain barrel or water cistern as required by the Conservation Office.
3. Rebate application must be completed and submitted by applicant and submitted within one year of rain barrel or water cistern purchase date.
4. Submit a legible copy of the sales receipt for the new rain barrel or water cistern. Sales receipt must include purchase date, purchase price, brand, and model number.
5. A site inspection may be required after installation to determine if it meets the requirements of this policy. Avondale Water Conservation will contact you to schedule a site visit, if required. Photographic evidence may also suffice at the discretion of the Water Conservation office.
6. Photographic evidence demonstrating installation requirements are met includes:
 - a. For professionally installed systems, 1-2 photos of the system and an invoice that provides evidence of professional installation.
 - b. For self-installed systems, photos clearly showing the complete system, connection to downspout, screens over openings, overflow pipe, spigot near bottom, label that reads "NONPOTABLE RAINWATER. DO NOT DRINK," and backflow prevention if applicable.
7. A copy of the dated sales receipt of purchase for the rain barrel or water cistern must be submitted along with a completed IRS Form W-9.
8. Two to three weeks after installation and inspection or photographic evidence of the "rain barrel or water cistern, a check will be issued and mailed via U.S. Post to the address on your application form.
9. The City of Avondale does not endorse or recommend specific brands, products, or dealers.

NOTE: The number of rebates awarded each year will depend on availability of funds. Rebates are awarded in the order the applications are received (from the date that the complete application is received) on a first come, first served basis. Program rules may be changed at any time.

Rain Barrel Guidelines

1. Property must have existing gutters throughout the entire perimeter of the roof for adequate water collection and existing downspouts or rain chains. In the case of a partially flat roof, gutters and downspouts must be throughout all pitched areas to qualify.
2. Minimum size: 50 gallons, Maximum size: 199 gallons
3. Rain barrel must be designed for the intended purpose of rain capture.
4. Must have a cover to prevent mosquitos, rodents, and debris from entering.
5. The rain barrel must be mounted in a way that allows the barrel to receive all water unimpeded from a gutter downspout or rain chain.
6. Should not block or restrict access to walkways or pathways.
7. Rain barrel must be used for rain capture only and not be connected to a gray water system and/or the irrigation system. Rainwater collected must be distributed through a hose or bucket.
8. Must have an overflow spigot with mosquito netting or other prevention form.
9. Should be elevated 6 inches off the ground on a solid foundation.
10. Should be strapped to your home for safety if the height of the barrel is two times greater than the width.
11. Maximum of two rain barrel rebates allowed per water service address.
12. Rain barrel must be purchased as an entire rain barrel. Homemade rain barrels do not qualify for rebates.

Cistern Guidelines

1. Property must have existing gutters throughout the entire perimeter of the roof for adequate water collection and existing downspouts. In the case of a partially flat roof, gutters and downspouts must be throughout all pitched areas to qualify.
2. Cistern must be constructed out of rigid material and must continuously hold its shape (collapsible/flexible/soft-sided cisterns are not allowed)
3. Must have a capacity of at least 200 gallons/757 liters.
4. Can be either above ground or underground. (Please call 811 for underground cisterns)
5. Should not block or restrict access to walkways or pathways.
6. Maximum of one cistern is allowed per water service address.
7. Homemade cisterns do not qualify for rebates.
8. Must have a cover to prevent mosquitoes, rodents and debris from entering.
9. Must have an overflow spigot with mosquito netting or other prevention form.
10. The cistern must be mounted in a way that allows the cistern to receive all water unimpeded from a downspout.
11. Should be elevated 6 inches off the ground on a solid foundation.
12. Should be strapped to your home for safety if the height of the cistern is two times greater than the width.
13. Cisterns must be purchased as an entire unit. Homemade cisterns do not qualify for rebates.

[Download a Tip Sheet on Maintaining Your Rain Barrel](#)

QUESTIONS

If you have further questions regarding the Rain Barrel/Water Cistern program, e-mail the Water Conservation Office at savewater@avondaleaz.gov or call (623) 333-4422 for more information.



Rain Barrel/Water Cistern Rebate Program Application for Residential and Non-Residential Water Users

IMPORTANT

Please review the Rain Barrel/Water Cistern Rebate Program information sheets for program eligibility and rebate requirements before making your purchase!

PLEASE RETURN COMPLETED APPLICATION TO:
CITY OF AVONDALE PUBLIC WORKS DEPARTMENT/REBATES
399 E. LOWER BUCKEYE RD, AVONDALE, AZ 85323
PHONE (623) 333-4422

TAX ID.
Submit W-9 form with application

CUSTOMER NAME: _____ WATER SERVICES ACCOUNT NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER (HOME): _____ EMAIL: _____

ADDRESS OF PROPERTY (IF NOT THE SAME AS ABOVE): _____

PLEASE CHECK OR RESPOND AS APPROPRIATE:

⇒ The Water Conservation Office will review your application for eligibility and contact you to arrange a site visit.

_____ (Y or N) Does the rain barrel or water cistern meet the guidelines as described in the form?

Rainwater catchment system information:

Circle one: Rain Barrel or Water Cistern

Date purchased:

Date installed:

Storage volume (gallons):

Make and model:

Price (excluding tax, delivery, and labor):

Roof area used to collect rainwater (square feet):

Area where rainwater applied (square feet):

Irrigation system used with rainwater (circle all that apply):

Bucket Hose Drip Spray

_____ (Y or N) Did you hire a professional to install your rainwater catchment system?

_____ (Y or N) Is your DATED sales receipt attached? Dated sales receipt must accompany this application.

_____ (Y or N) is the required W-9 form included?

_____ (Y or N) Did you hire a professional to install your rain barrel or water cistern?

WHAT HAPPENS NEXT?

⇒ Two to three weeks after installation and inspection of the rain barrel or water cistern, a check will be issued and mailed via U.S. Post to the address on your application form.

I ACKNOWLEDGE THAT THE RAIN BARREL OR WATER CISTERN IS INSTALLED AT THE STATED PROPERTY ADDRESS AND IS OPERATIONAL:

SIGNATURE OF PROPERTY OWNER _____

DATE _____

FOR OFFICE USE ONLY

ACCOUNT NUMBER: _____

APPLICATION RECEIVED

DATE

INITIALS

INSPECTION REQUIRED/NOT REQUIRED (CIRCLE ONE)

(IF INSPECTION REQUIRED) INSPECTION COMPLETED

APPROVED/NOT APPROVED (CIRCLE ONE)

REBATE AMOUNT: _____

REBATE ISSUED

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1035-0625 - Adoption of Property Tax Levies for Maintenance Improvement Districts (MIDs)

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1035-0625, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements.

The purpose of MIDs is to provide for the operations, maintenance, repair, and improvements to landscaping and open spaces adjacent to designated public roadways and parkways within the district that would normally be the obligation of a homeowner's association, in the event a homeowner's association fails. The city has 44 Maintenance Improvement Districts (MIDs).

DISCUSSION:

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

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

BUDGET IMPACT:

No budget impacts as the levy proposed for all the MIDs is \$0.

RECOMMENDATION:

Staff recommends Council adopt a Resolution, adopting Property Tax Levies for Maintenance Improvement Districts (MIDs), adopting a \$0 levy for the 44 MIDs in the City of Avondale.

Contact person for document distribution: Rob Baer

RESOLUTION NO. 1035-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICTS NOS. 1-44 SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR EACH DISTRICT AND PROVIDING FUNDS FOR GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

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

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2025-2026 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

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

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

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

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of each district as set forth on Exhibit A, except such property as may be by law exempt from taxation, a primary property tax rate of \$0 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$0), for the fiscal year ending on June 30, 2026.

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

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

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

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1035-0625

[Assessed Property]

See following page.

Authority Name	Resolutions		Assigned Tax Authority #	FY2023 Levy
Avondale MID NO 1 Vista Del Verde	3300-216	3301-216	38236	\$0.00
Avondale MID NO 2 San Villagio	3357-1216	3358-1216	38241	\$0.00
Avondale MID NO 3 Del Rio Ranch	3448-518	3449-518	38238	\$0.00
Avondale MID NO 4 Vista Del Verde 1	3467-718	3468-718	38233	\$0.00
Avondale MID NO 5 Vista Del Verde 2	3469-718	3470-718	Pending	\$0.00
Avondale MID NO 6 Alamar Phase 1	3512-119	3513-119	38229	\$0.00
Avondale MID NO 7 Verde Trails Phase I Parcel 3	3531-519	3532-519	38226	\$0.00
Avondale MID NO 8 Verde Trails Phase I Parcel 11	3539-519	3540-519	38224	\$0.00
Avondale MID NO 9 Roosevelt Park Phase 1	3524-319	3525-319	38237	\$0.00
Avondale MID NO 10 Verde Trails Phase I Parcel 4	3533-519	3534-519	38227	\$0.00
Avondale MID NO 11 Verde Trails Phase I Parcel 7	3543-519	3544-519	38221	\$0.00
Avondale MID NO 12 Verde Trails Phase I Parcel 8	3535-519	3536-519	38222	\$0.00
Avondale MID NO 13 Verde Trails Phase I Parcel 9 & 10	3537-519	3538-519	38223	\$0.00
Avondale MID NO 14 Vista Del Verde 2	3545-519	3546-519	38230	\$0.00
Avondale MID NO 15 Verde Trails Unit 2	3550-519	3551-519	38225	\$0.00
Avondale MID NO 16 Vista Del Verde 3	1004-0120	1005-0120	38234	\$0.00
Avondale MID NO 17 Vista Del Verde 4	1006-0120	1007-0120	38235	\$0.00
Avondale MID NO 18 Marbella Park	3569-819	3570-819	38240	\$0.00
Avondale MID NO 19 Alamar 2	1013-0320	1014-0320	38220	\$0.00
Avondale MID NO 20 Roosevelt Park Phase 2	1030-0520	1031-0520	38215	\$0.00
Avondale MID NO 21 Verde Trails Phase I Parcel 1&2	1001-0121	1002-0121	38228	\$0.00
Avondale MID NO 22 Alamar 4	1009-0222	1010-0222	38260	\$0.00
Avondale MID NO 23 Roosevelt Park Phase 3	1021-0421	1022-0421	38231	\$0.00
Avondale MID NO 24 Fulton Homes Acclaim	1091-1121	1092-1121	38254	\$0.00
Avondale MID NO 25 Del Rio Ranch III Phase 2	1077-1021	1078-1021	Pending	\$0.00
Avondale MID NO 26 Del Rio Ranch III Phase 3	1079-1021	1080-1021	Pending	\$0.00
Avondale MID NO 27 Verde Trails Parcel 6	1085-1021	1086-1021	38270	\$0.00
Avondale MID NO 28 Parkside	1039-0623	1040-0623	Pending	\$0.00
Avondale MID NO 29 Roosevelt Park Phase 4	1071-0921	1072-0921	38255	\$0.00
Avondale MID NO 30 River Run	1026-0522	1028-0522	Pending	\$0.00
Avondale MID NO 31 Del Rio Ranch III Phase 4	1081-1021	1082-1021	Pending	\$0.00
Avondale MID NO 32 Del Rio Ranch III Phase 5	1083-1021	1084-1021	Pending	\$0.00
Avondale MID NO 33 Alamar 4	1022-0422	1023-0422	38273	\$0.00
Avondale MID NO 34 Alamar Phase 5	1018-0224	1019-0224	Pending	\$0.00
Avondale MID NO 35 Three Rivers Ranch Master Plat	1020-0224	1021-0224	Pending	\$0.00
Avondale MID NO 36 Three Rivers Ranch Parcel 1			Pending	\$0.00
Avondale MID NO 37 Three Rivers Ranch Parcel 2			Pending	\$0.00
Avondale MID NO 38 Three Rivers Ranch Parcel 3			Pending	\$0.00
Avondale MID NO 39 Three Rivers Ranch Parcel 4			Pending	\$0.00
Avondale MID NO 40 Three Rivers Ranch Parcel 5			Pending	\$0.00
Avondale MID NO 41 No record of this MID per City Clerks office				\$0.00
Avondale MID NO 42 Entrada Phase 1	1029-0324	1030-0324	Pending	\$0.00
Avondale MID NO 43 Entrada Phase 2	1033-0424	1034-0424	Pending	\$0.00
Avondale MID NO 44 Entrada Phase 3	1027-0525	1028-0525	Going to council 5/19/25	\$0.00

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1036-0625 - Adoption of the City of Avondale Public Transportation Agency Safety Plan (PTASP)

MEETING DATE: 6/16/2025

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 Areas:

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

A comprehensive safety plan for the WeRIDE transit service ensures that Avondale residents have access to reliable, safe transportation that connects them to jobs, healthcare, education, and other essential services.

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's implementation of a Safety Management System (SMS) demonstrates Avondale's commitment to proactive safety management, continuous improvement, and data-driven decision-making in public transit operations.

PURPOSE:

City Council will consider a request to adopt Resolution 1036-0625, approving the City of Avondale Public Transportation Agency Safety Plan (PTASP) in compliance with the Department of Transportation Federal Transit Administration 49 CFR Part 673 and 49 U.S.C. § 5329 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 Federal Transit Administration (FTA) requires public transportation providers that receive federal funds under FTA's Section 5307 Urbanized Area Formula Program to develop and implement a Public Transportation Agency Safety Plan (PTASP). This requirement was established through the Moving Ahead for Progress in the 21st Century (MAP-21) Act and continued through the Fixing America's Surface Transportation (FAST) Act.

In November 2021, the Bipartisan Infrastructure Law (BIL) amended FTA's safety program requirements to

include strategies for minimizing exposure to infectious diseases, reducing assaults on transit workers, expanding training programs, and establishing Safety Committees. Additionally, in April 2024, the FTA updated the PTASP regulations to improve safety management and performance monitoring through enhanced metrics and stronger oversight requirements.

The City of Avondale, as a recipient of FTA Section 5307 funds for its WeRIDE microtransit service, has developed a PTASP that incorporates all federal requirements, including a Safety Management System (SMS) approach with four key components: Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

DISCUSSION:

The City of Avondale PTASP (Revision 1) has been developed in collaboration with Transdev, the contracted operator of the Avondale WeRIDE microtransit service. The plan establishes:

1. Safety Performance Targets for fatalities, injuries, safety events, assaults on transit workers, and system reliability based on a three-year rolling average of National Transit Database (NTD) data.
2. Roles and responsibilities for key safety positions, including:
 - Harold Siguenza, Assistant Public Works Director, as the Accountable Executive
 - Matthew L. Dudley, Transit Manager, as the Chief Safety Officer (CSO)
3. An Employee Safety Reporting Program (ESRP) allowing all transit employees to report safety concerns without fear of reprisal.
4. A Safety Committee with equal representation from management and frontline employees to review safety data, identify hazards, and recommend mitigations.
5. A comprehensive Safety Risk Management process to identify, assess, and mitigate safety hazards.
6. Safety Assurance processes to monitor compliance with operations and maintenance procedures and evaluate the effectiveness of safety mitigations.
7. Safety Promotion through training and communication, including de-escalation training and infectious disease prevention strategies as required by the BIL.

The PTASP was reviewed and approved by the City of Phoenix as they are the subrecipient of the Department of Transportation Federal Transit Administration's federal funding for transit programs in the greater Phoenix region. It is the responsibility of the City of Phoenix to ensure all recipients of Federal transit funding comply with all FTA regulations, PTAPS being one of the requirements.

The PTASP will be reviewed and updated annually, with approval from the Accountable Executive and City Council.

BUDGET IMPACT:

This resolution has no budget impact.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1036-0625, approving the City of Avondale Public Transportation Agency Safety Plan (PTASP) in compliance with Department of Transportation Federal Transit Administration 49 CFR Part 673 and 49 U.S.C. § 5329 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Matthew Dudley

RESOLUTION NO. 1036-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE CITY OF AVONDALE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN FOR WERIDE MICROTRANSIT SERVICE.

WHEREAS, the United States Department of Transportation (DOT) has the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation; and

WHEREAS, the DOT has granted the Federal Transit Administration (FTA) the regulatory authority to oversee safety and assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS); and

WHEREAS, the FTA has promulgated a Public Transportation Safety Program that adopts SMS as the foundation for developing and implementing a safety program; and

WHEREAS, the FTA requires federally funded public transportation providers to develop and implement a Public Transportation Agency Safety Plan (PTASP); and

WHEREAS, the City, as a recipient of federal funds for its WeRide microtransit service, has developed a PTASP that incorporates all federal requirements, including a SMS approach with four key components: safety management policy, safety risk management, safety assurance and safety promotion.

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

SECTION 1. The City of Avondale Public Transportation Agency Safety Plan, Revision 1, dated June 16, 2025 (the “Plan”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1036-0625

[Plan]

See following pages.



City of Avondale
WeRIDE Public Transit Service

**PUBLIC TRANSPORTATION
AGENCY SAFETY PLAN (PTASP)**

Revision 1

Adopted June 16, 2025

In compliance with 49 CFR Part 673 and 49 U.S.C. § 5329

Avondale

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This PTASP was developed using FTA's PTASP Template for Bus Transit, available at <https://www.transit.dot.gov/regulations-and-guidance/safety/public-transportation-agency-safety-program/ptasp-template-bus>, and FTA's PTASP Template for Bus Transit Reference Tool, available at <https://www.transit.dot.gov/regulations-and-guidance/safety/public-transportation-agency-safety-program/ptasp-template-bus-0>.

Transit Agency Information

Transit Agency Name	City of Avondale WeRIDE Microtransit
Transit Agency Address	399 E. Lower Buckeye Road, Avondale, AZ 85323
Name and Title of Accountable Executive	Harold Siguenza, Assistant Public Works Director
Name and Title of Chief Safety Officer or SMS Executive	Matthew L. Dudley, Transit Manager
Mode of Service Covered by this Plan	Demand Response
List of all FTA Funding	5307, 5310
Mode of Service Provided by the Transit Agency	Demand Response (contracted service)
Does the Agency provide transit services on behalf of another transit agency or entity?	No. Description of Arrangement: not applicable
Name and Address of Transit Agency or Entity for which service is provided	Not Applicable

Plan Development, Approval and Updates – 673.11

Name of Person Who Drafted This Plan	Matthew L. Dudley, Transit Manager	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	<i>Harold Siquenza</i>	May 1, 2025
Approval by the City Council of the City of Avondale	City Council	Date of Approval
	Resolution #XXXXXX-XXXX	June 16, 2025
	Relevant Documentation (Title and Location)	
	A copy of the City of Avondale Resolution #XXXXXX-XXXX, approving the City's Public Transportation Safety Agency Plan (PTASP), is maintained on file by the Transit Manager (City).	

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	Document	New Document	June 2025

The plan will be jointly reviewed and updated by the Chief Safety Officer (CSO) by May 1st of every year. The Accountable Executive will review and approve any changes, signing the new ASP, then forward to the City Council of the City of Avondale for review and approval.

Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

In November 2021, the Bipartisan Infrastructure Law (BIL) was signed into law and amended FTA's safety program at 49 United States Code (USC) Section 5329(d) by adding to the PTASP requirements. Changes include strategies to minimize exposure to infectious diseases, strategies to reduce assaults on transit workers, expansion of training, and the formation of a Safety Committee. As of the publication of this revision of the Agency Safety Plan, the FTA released a Notice of Proposed Rulemaking (NPRM) regarding changes based on the BIL. These changes will not substantially change this Agency Safety Plan as they will codify what was included in 49 U.S.C. 5329(d).

Additionally, FTA recently released proposed revisions to the National Public Transportation Safety Plan (NPTSP) to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) to further advance transit safety. This Plan supersedes the one which FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under FTA's safety jurisdiction. If these changes are ratified, this plan will be updated to include safety training for maintenance staff as well as de-escalation training for all safety sensitive personnel. Three new Safety Performance Measures will be added for tracking including "Transit Worker Fatality Rate", "Assaults on Transit Workers", and "Rate of Assaults on Transit Workers". This plan will then be updated to include two new Safety Risk Reduction Program Measures which are "Assaults on Transit Workers" and "Rate of Assaults on Transit Workers, both of which are already reported by Avondale to the FTA through the National Transit Database (NTD).

Furthermore, In April 2024, the FTA made important updates to the Public Transportation Agency Safety Plan (PTASP) regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance

metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs for transit staff, focusing on modern safety management systems (SMS) practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Avondale, all levels of management, administration and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the Phoenix Transit Department (PTD) originally developed this Agency Safety Plan (ASP) in collaboration with Avondale.

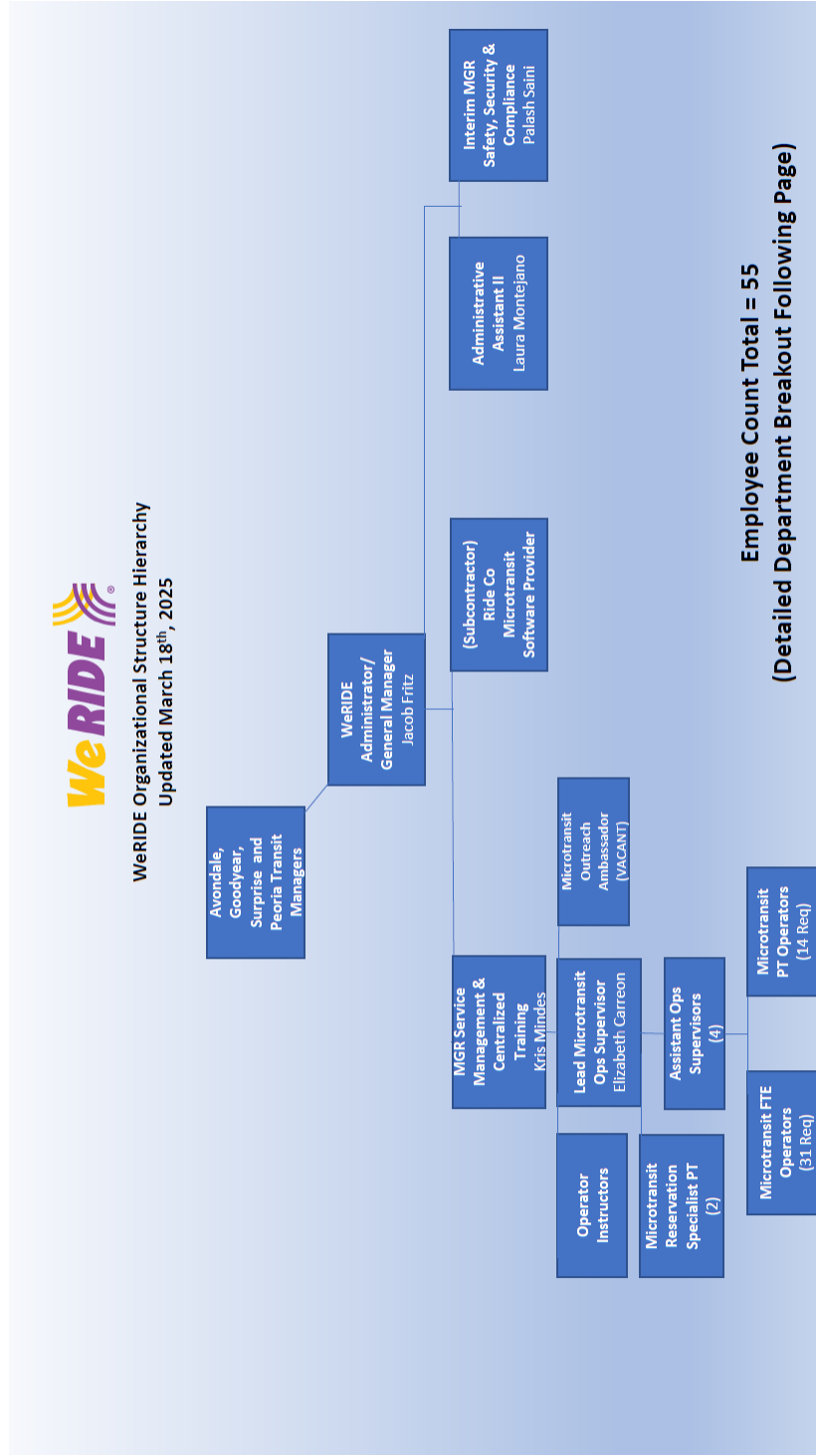
To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NSP), Avondale has adopted this PTASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A)¹. While safety has always been a primary function at Avondale, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule, as amended.

Transdev, as the turnkey contractor of WeRIDE on behalf of the City of Avondale, operates transit services and manages safety programs detailed within this PTASP. It is critical that all references to operational responsibilities in this document clearly delineate that Transdev performs these functions under contractual obligations to Avondale.

¹ Federal Register, Vol. 81, No. 24

Organization Chart

City of Avondale organizational chart as of March 18, 2025



Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Harold Siguenza, Assistant Public Works Director, City of Avondale

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE

Matthew L. Dudley, Transit Manager, City of Avondale

CHIEF SAFETY OFFICER (CSO) SIGNATURE

DATE

Certification of Compliance – 673.13(a)(b)

ADOT certified in August 2020 that the PTASP was in full compliance with 49 CFR Part 673. This iteration of the PTASP has been adopted and will be implemented by Avondale as evidenced by the plan approval from the City Council and signatures from the Accountable Executive and CSO required under 49 CFR Part 673.11(a)(1).

Safety Performance Targets – 673.11(a)(3)

Specify performance targets (SPT) based on the safety performance measures established under the National Public Transportation Safety Plan.

While safety has always been a major component of the Avondale operation, the adoption of this PTASP will result in changes across all aspects of the organization. The SPTs in the table below reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. Avondale will continue to set targets at the current NTD reported three-year average as it begins the process of fully implementing SMS and developing its targeted safety improvements. This will ensure that Avondale's contracted service provider does no worse than the baseline performance over the last three years.

As part of the annual review of the PTASP, Avondale reevaluates Transdev's SPTs and determines whether the SPTs need to be refined based on the three previous years of NTD data.

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate per 100K VRM)	Injuries (Total)	Injuries (Rate per 100K VRM)	Safety Events (Total)	Safety Events (Rate per 100K VRM)	Assaults on Transit Workers (Total)	Rate of Assaults on Transit Workers (Rate per 100K VRM)	System Reliability (Miles Between Failures)
Demand Response	0	0.00	0	0.00	0	0.00	0	0.00	137,962

SPT Calculation Methodology: The Safety Performance Targets shown above were calculated using a three-year rolling average of reported data from the National Transit Database (NTD) for fiscal years 2022-2024. The Avondale transit service has set a target reduction of three percent (3%) for the upcoming fiscal year based on this baseline data.

System Reliability Definition: System Reliability is measured as the mean distance (in miles) between major mechanical failures. A major mechanical failure is defined as a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Avondale makes its SPTs available to ADOT and the MPO, Maricopa Association of Governments, to aid in those agencies' respective regional and long-range planning processes, including the Transportation Improvement Plans.

Each year during the FTA Certifications and Assurances reporting process, Avondale will transmit any updates to its SPTs to both PTD and Valley Metro

Additionally, TAM is a key method for agencies to monitor potential safety concerns with assets as they are used and age. Avondale strives to ensure that it meets compliance requirements in development of the biennial updates to the TAM Plan, including its TAM performance targets and measures.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Arizona Department of Transportation (ADOT)	07/01/2025
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Maricopa Association of Governments (MAG)	07/01/2025

Safety Management Policy – 673.23

Safety Management Policy Statement

Use the written statement of safety management policy, including safety objectives.

Safety is a core value at the City of Avondale, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. The City of Avondale is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any transit employee (City or Contractor) who discloses a safety concern through City and Contractors Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage transit employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP.
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Harold Siguenza

Harold Siguenza, Assistant Public Works Director, and Accountable Executive

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

The City of Avondale Safety Management Policy will be posted on the Avondale transit website and in the Contractor's transit employees break room Safety Communication Board. The Safety Management Policy will be first adopted in July 2025. Revisions to the Safety Management Policy shall be updated on the Avondale transit website and Contractor's transit employees break room. The City of Avondale will have the Contractor incorporate a review and distribution of the Safety Management Policy Statement into all new hire training and during annual all staff refresher training.

Authorities, Accountabilities and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's SMS.

Avondale is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS, as required in 49 CFR Part 673.23(d). In general, the following defines the personnel, authority, and responsibilities associated with the organization.

The **Accountable Executive**, in this case the Avondale Assistant Public Works Director, has ultimate responsibility for ensuring the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the SMS, per 673.23(d)(1).

The **Avondale Transit Manager** will serve as the CSO. The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Avondale SMS. As such, the CSO can report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Frontline employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins. Frontline employees contracted by Avondale include the operators, dispatchers, and supervisory personnel.

The **Safety Committee** is a committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management. Pursuant to the Bipartisan Infrastructure Law (BIL) updates to 49 USC Section 5329(d), Avondale has created a Safety Committee composed of an equal representation of frontline employees and management representatives. The Safety Committee at a minimum, is responsible for:

- Review and approval of this PTASP;
- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;

- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and
- Identify safety deficiencies for purposes of continuous improvement.

See the charter in Appendix F.

Employee Safety Reporting Program

Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and, therefore, are excluded from protection).

Transdev operates the Employee Safety Reporting Program (ESRP) on behalf of Avondale, with oversight by the City to ensure compliance with federal requirements. Avondale and Transdev collaboratively ensure that safety concerns are addressed effectively, with clear feedback mechanisms for frontline staff.

Frontline employees are a significant source of safety data as they are typically the first line of defense in daily operations and maintenance. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this requirement, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

Avondale management will ensure that all Transdev contracted employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The ESRP also covers any contract employees. As a part of its ESRP, Avondale management will strive to regularly update the individual(s) or group that provided the initial report to advise on what steps have and will be taken to address the hazard(s). This is a critical aspect of SMS to provide a feedback loop and provide employees with assurances that safety concerns are heard and are addressed accordingly.

Safety Risk Management – 673.25

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- **Safety Hazard Identification:** The methods or processes to identify hazards and consequences of the hazards.
- **Safety Risk Assessment:** The methods or processes to assess the safety risks associated with identified safety hazards.
- **Safety Risk Mitigation:** The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.

The Avondale transit service uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Avondale transit service leadership. Avondale transit service SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The Avondale transit service Chief Safety Officer leads the transit service SRM process, working with Avondale transit service Safety Committee to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the transit service SRM process are documented in our Safety Risk Register and referenced materials.

The Avondale transit service SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

In carrying out the SRM process, the Avondale transit service uses the following terms:

- **Event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the Avondale transit service; or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to Avondale transit service property or the environment.

Safety Hazard Identification

The safety hazard identification process offers Avondale transit service the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- ESRP,

- Review of vehicle camera footage,
- Observations from supervisors,
- Comments from customers, passengers and third parties, including the Avondale transit service insurance pool and vendors,
- Safety Committee, Drivers and annual all staff meeting,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments,
- Investigations into safety events, incidents, and occurrences, and
- FTA and other oversight authorities (mandatory information source).

When a safety concern is observed by Avondale transit service management or supervisory personnel, whatever the source, it is reported to Avondale transit service Chief Safety Officer. Procedures for reporting hazards to Avondale transit service Chief Safety Officer are reviewed during an all staff meeting and in the Safety Committee. Avondale transit service Chief Safety Officer also receives employee reports from the ESRP, customer comments related to safety, and the dispatch daily Operations Log. Avondale transit service Chief Safety Officer reviews these sources for hazards and documents them in Avondale transit service Safety Risk Register.

The Avondale transit service Chief Safety Officer also may enter hazards into the Safety Risk Register based on their review of Avondale transit service operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

The Avondale transit service Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, Avondale transit service Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard.
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary.
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard.
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents,
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard.
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

The Avondale transit service Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during quarterly meetings.

This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that if the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or state of Arizona environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity.

Safety Risk Assessment

The Avondale transit service assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The Chief Safety Officer and Safety Committee assess prioritized hazards using Avondale transit service Safety Risk Matrix found on page 17. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. For example, a risk may be assessed as “1A” or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- “High” hazard ratings will be considered unacceptable and require action from the Avondale transit service to mitigate the safety risk,
- “Medium” hazard ratings will be considered undesirable and require Avondale transit service Safety Committee to make a decision regarding their acceptability, and
- “Low” hazard ratings may be accepted by the Chief Safety Officer without additional review.

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

The Chief Safety Officer schedules safety risk assessment activities on the Safety Committee agenda and prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the Safety Committee meeting. During the meeting, the Chief Safety Officer reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood. The Chief

Safety Officer may request support from members of the Safety Committee in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Safety Risk Register, using the Avondale transit service Safety Risk Assessment Matrix, with the Safety Committee. The Chief Safety Officer will document the Safety Committee's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register. The Chief Safety Officer will maintain on file Safety Committee agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

Avondale transit service uses the following Safety Risk Matrix to evaluate identified hazards:

SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High (1A)	High (2A)	High (3A)	Medium (4A)
Probable (B)	High (1B)	High (2B)	Medium (3B)	Medium (4B)
Occasional (C)	High (1C)	Medium (2C)	Medium (3C)	Low (4C)
Remote (D)	Medium (1D)	Medium (2D)	Low (3D)	Low (4D)
Improbable (E)	Low (1E)	Low (2E)	Low (3E)	Low (4E)

Severity Categories:

1. Catastrophic: Death or system loss
2. Critical: Severe injury, severe occupational illness, or major system damage
3. Marginal: Minor injury, minor occupational illness, or minor system damage
4. Negligible: Less than minor injury, occupational illness, or system damage

Likelihood Levels:

- A. Frequent: Likely to occur frequently
- B. Probable: Will occur several times
- C. Occasional: Likely to occur sometime
- D. Remote: Unlikely but possible to occur
- E. Improbable: So unlikely that it can be assumed occurrence may not be experienced

Risk Assessment:

- High: Unacceptable – Action required to mitigate (shown in RED in the matrix)
- Medium: Undesirable – Require management decision (shown in YELLOW in the matrix)
- Low: Acceptable – Minimum effort is required (shown in GREEN in the matrix)

Safety Risk Mitigation

The Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Safety Committee. The Avondale transit service can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigations is based on the results of safety risk assessments. The Chief Safety Officer tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Safety Committee during quarterly meetings and to City staff upon request.

In the Safety Risk Register, the Chief Safety Officer will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

Safety Assurance – 673.27

Through our Safety Assurance process, Avondale transit service:

- Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk.
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended.
- Investigates safety events to identify causal factors; and
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

The Avondale transit service has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Safety surveys,
- ESRP,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

The Avondale transit service will monitor safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation. The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety

Officer will endeavor to make use of existing Avondale transit service processes and activities before assigning new information collection activities.

The Chief Safety Officer and Safety Committee review the performance of individual safety risk mitigations during quarterly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Officer and Safety Committee also monitor the transit service operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations.
- Monitoring employee safety reporting.
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns.

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

Describe activities to conduct investigations of safety events to identify causal factors.

The Avondale transit service will maintain documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see the Transdev procedures manual for specific procedures for conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements established by Arizona's Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of the Avondale transit service investigation policies, processes, forms, checklists, activities, and results. The Accident/Incident Review Board consists of seven members that represent management and operations. Members include:

1. Chief Safety Officer (Chair)
2. Transdev Operations/General Manager
3. Transdev Safety Manager
4. Transdev Operations Supervisor
5. Two Transdev vehicle operators

The Board meets within 14 calendar days following any reportable safety event to:

1. Review investigation findings and supporting documentation
2. Determine preventability classification
3. Identify causal and contributing factors

4. Recommend corrective actions as appropriate
5. Determine if discipline or retraining is required
6. Assess whether the event indicates underlying organizational factors

The Board maintains documentation of all proceedings and provides feedback to the Safety Committee. Findings and recommended corrective actions are recorded in the Safety Risk Register and tracked to completion. The Board meets quarterly to review trends and patterns in safety events.

Describe activities to monitor information reported through internal safety reporting programs.

The Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee shall ensure that the concerns are investigated or analyzed through the Avondale transit services SRM process.

The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning Avondale transit services safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

Safety Promotion – 673.29

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The Avondale transit service Contractor's comprehensive safety training program applies to all transit employees directly responsible for safety, including:

- Microtransit Operators,
- Dispatchers,
- Managers and Supervisors,
- Agency leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

Avondale transit service contractor, Transdev, will dedicate resources to conducting a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS. In compliance with the Bipartisan Infrastructure Law (BIL) updates, the training program includes:

1. De-escalation Training: All frontline employees receive annual training on de-escalation techniques to prevent and mitigate potential conflicts with passengers and the public.
2. Infectious Disease Prevention: All employees receive training on measures to minimize exposure to infectious diseases, including proper use of personal protective equipment (PPE), hygiene protocols, and agency procedures during public health emergencies.
3. Safety Management System (SMS) Training: All employees receive role-specific training on safety reporting, hazard identification, and their responsibilities within the SMS framework.

Transdev documents all training activities and maintains training records for the duration of employment plus three years. The City of Avondale Transit Manager reviews training compliance reports quarterly.

Basic training requirements for Contractors employees, including frequencies and refresher training, are documented in Contractors Safety Training Matrix and the Contractors Employee Handbook. Typically, new hires complete forty (40) of combined classroom and behind the wheel training but is subject to adjustment to meet an individual's training requirements.

Operations safety related skill training includes the following:

- New hire operator classroom and behind-the-wheel skills training,

- Microtransit vehicle operator refresher training,
- Microtransit operator retraining courses (recertifications or return to work),
- Classroom and on-the-job training for Microtransit Instructors (Certification),
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers.

The Accountable Executive and Agency Leadership and Executive Management team must complete FTA's SMS Awareness online training.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

The Agency will use the following methods of communication include:

- Safety Meetings
- Safety Training
- Safety Bulletin Boards
- Safety and/or Company Newsletters
- Posters
- Pre-Shift Briefing Sessions (Daily Stretch)/ Red Dot Safety Program
- Rider Alerts and informational flyers posted in the revenue vehicles
- Monthly Staff Reports to the City Transit Manager/ Annual reports to the City of Avondale.
- Bi-Weekly Safety Pep Rally Campaigns

Supporting Information

Include or reference documentation used to implement and carry out the PTASP that are not included elsewhere in this PTASP.

The Agency and Contractor will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this PTASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

Safety Committee

The transit system's Safety Committee may consist of the Contractor's Operations/General Manager, Manager of Service Management & Centralize Training, Safety, Security & Compliance Manager, Operations Supervisor, and one or more Microtransit Operators.

The Safety Committee will meet routinely, but no less than quarterly to address safety and health issues, including but not limited to:

- Employee Injuries and Illnesses Review
- Liability Loss Accidents and Incidents Review
- Safety Inspection Reports Review
- Employee Safety and Health Concerns
- Safety Training Needs
- Safety and Health Policies and Procedures Review

Minutes of the Safety Committee meetings will be maintained, distributed to the Safety Team members, and posted in the WeRIDE Break Room.

Appendix A – Resolution to Certify and Approve the Avondale Transit Service PTASP

On the following pages, find a copy of City of Avondale Resolution No. XXXXX-XXXX, which was passed and adopted by the Mayor and Council on June 16, 2025.

[Resolution will be inserted after City Council approval]

Appendix B – Definitions of Terms

This is the definitions of terms used in the Safety Plan. Avondale incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

1. **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
2. **Assault on transit worker** as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
3. **CDC** the Centers for Disease Control and Prevention of the US Department of Health and Human Services.
4. **Chief Safety Officer** an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
5. **Equivalent** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
6. **Employee Safety Reporting Program (ESRP)** means a system that enables transit employees to report safety concerns to management without fear of reprisal, except in cases of illegal activity, gross negligence, or willful disregard of regulations, and includes procedures for report submission, management review, and providing feedback on actions taken to address identified hazards.
7. **Event** means any Accident, Incident, or Occurrence.
8. **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

9. **Injury** means any harm to persons as a result of an event that requires immediate medical attention away from the scene.
10. **Investigation** means the process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk.
11. **Joint labor-management process** means a formal approach to discuss topics affecting transit workers and the public transportation system.
12. **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
13. **Near-miss** means a narrowly avoided safety event.
14. **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
15. **Operator of a public transportation system** means a provider of public transportation.
16. **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
17. **Potential consequence** means the effort of a hazard.
18. **Public transportation** means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:
 - Intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (or a successor to such entity);
 - Intercity bus service;
 - Charter bus service;
 - School bus service;
 - Sightseeing service;
 - Courtesy shuttle service for patrons of one or more specific establishments; or
 - Intra-terminal or intra-facility shuttle services.
19. **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

20. **Recipient** means a State or local government authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.
21. **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
22. **Safety Committee** means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.
23. **Safety event** means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
24. **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of its employees in regard to safety.
25. **Safety Management System (SMS)** means the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.
26. **Safety Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.
27. **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
28. **Safety risk** means the composite of predicted severity and likelihood of a potential consequence of a hazard.
29. **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.
30. **Safety Risk Management** means a process within a transit agency's agency Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk-of their potential consequences.
31. **Safety Risk Mitigation** means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
32. **Safety Risk Register (SRR)** means a documented record used to track identified safety hazards, their associated risk levels, mitigation strategies, responsible parties,

and status of implementation efforts throughout the safety risk management process, providing a central resource for monitoring and addressing safety concerns within the transit agency.

33. **Safety set-aside** means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.
34. **Small Public Transportation Provider** means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.
35. **State** means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
36. **State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
37. **State Safety Oversight Agency** means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.
38. **Subrecipient** means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.
39. **Transit agency** means an operator of a public transportation system.
40. **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625
41. **Transit Worker** means any employee, contractor, or volunteer working on behalf of the transit agency.
42. **Urbanized Area** means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix C – 2020 NTD Safety & Security Quick Reference Guide – Non-Rail Mode Reporting

Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility, during a transit related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are: events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events (assault, robbery, non-transit vehicle collisions, etc.) occurring at bus stops or shelters that are not on transit-owned property (unless boarding/alighting at the time), collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads.)

S&S - 40 Major Event Report	S&S - 50 Non-Major Monthly Summary
Major Thresholds	Non-Major Thresholds
An event meeting the reportable event definition AND meeting <u>one or more</u> of the following reporting thresholds: • A fatality confirmed within 30 days (including suicide) • An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events) • Estimated property damage equal to or exceeding \$25,000 • An evacuation for life safety reasons • Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle Reports are due within 30 days of the date of the event.	Less severe Other Safety Occurrence Not Otherwise Classified (OSONOC) injuries meeting the reportable event definition that are NOT a result of a collision, evacuation, security event, hazmat spill, or Act of God, and non-major fires. Other Safety Occurrence Not Otherwise Classified (OSONOC): • Single injury event requiring transport away from the scene for medical attention (do not report “minor” collisions on S&S-50) Fires: • Requiring suppression that do not meet a major incident reporting threshold injury, fatality, evacuation, or property damage of \$25,000 or more). Reports due by the end of the following month (e.g., January data due by end of February).

Event Types	Event Types
• <u>Collision (including suicide/attempted suicide)</u> • <u>Fire</u> • <u>Hazardous material spill (requires specialized clean-up)</u> • <u>Acts of God (nature)</u> • <u>System security:</u> - o Arson - o Bomb threat/bombing - o Burglary / Vandalism - o Chemical/biological/radiological/nuclear release - o Cyber security event - o Hijacking - o Sabotage - o Suspicious package - o Other security event (shots fired, projectiles, etc.) • <u>Personal Security:</u> - o Assault - o Homicide - o Suicide or Attempted Suicide (no transit vehicle involved) - o Robbery o Larceny/Theft - o Motor vehicle theft - o Rape - o Other personal security events (perpetrator tazing) • <u>Other Safety Occurrences Not Otherwise Classified (OSONOC) (two injuries and/or another threshold)</u> - o Miscellaneous events that meet a threshold	Other Safety Occurrence Not Otherwise Classified (OSONOC): Injury due to: • <u>Slip/Trip</u> • <u>Fall</u> - o Including person making contact with a non-moving transit vehicle • <u>Injury to maintenance workers</u> • <u>Boarding/alighting</u> • <u>Abrupt or evasive transit vehicle maneuvers</u> • <u>Mobility device (e.g. wheelchair) securement issues</u> • <u>Injury sustained on a mobility device lift</u> • <u>Stairs/elevator/escalator injury</u> Fire: • <u>Requires suppression but no major threshold is met:</u> - o Small fire in transit station - o Small engine fire on transit vehicle

Appendix D – Record of Revisions

The following Table illustrates the history of the revisions made to the Agency's PTASP. The history of the PTASP changes was placed in this appendix rather than at the front of this document to help preserve the page numbering to the extent possible during each revision.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	All	New Document	July 2025

Appendix E – Commonly Used Acronyms

Acronyms	Word or Phrase
ADA	Americans with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

Appendix F – Safety Committee Membership

SAFETY COMMITTEE CHARTER

Purpose: The Safety Committee is established to fulfill requirements of the Public Transportation Agency Safety Plan (PTASP) and Bipartisan Infrastructure Law (BIL) updates to 49 USC Section 5329(d).

The committee serves as a collaborative forum to review, assess, and recommend safety practices and improvements for the City of Avondale's WeRIDE microtransit service.

Committee Composition:

- Equal representation between management and frontline employees
- Membership includes:
 - Transdev Operations/General Manager
 - Manager of Service Management & Centralized Training
 - Safety, Security & Compliance Manager
 - Operations Supervisor(s)
 - Two (2) Microtransit Operators
 - City of Avondale Transit Manager (Chief Safety Officer)

Responsibilities:

1. Review and approve the PTASP
2. Identify and recommend risk-based mitigations or strategies to reduce the likelihood and severity of safety incidents
3. Evaluate the effectiveness of existing safety mitigations
4. Identify safety deficiencies for continuous improvement
5. Review safety data, including:
 - Employee injuries and incidents
 - Liability and accident reports
 - Safety inspection findings
 - Employee safety concerns
 - Safety training needs
 - Safety policies and procedures

Meetings:

- The Safety Committee will meet quarterly at minimum
- Special meetings may be called to address urgent safety concerns
- Meeting minutes will be maintained, distributed to all committee members, and posted in the WeRIDE break room

Terms of Service:

- Management positions serve as permanent members
- Frontline employee representatives serve one-year terms
- Membership selection process will be documented and transparent

Authority: The Safety Committee operates with the authority to make safety recommendations to the Accountable Executive for implementation. The committee fulfills the requirements specified in 49 USC Section 5329(d) for establishing a formal safety committee.

Appendix G – Safety Risk Register Example

Hazard ID	Hazard Type	Source	Date Identified	Location	Description	Risk Rating	Mitigation	Status	Updated Rating
HAZ-0123	Safety	Employee Report	03/20/25	Vehicle Staging Area	Exposed electrical wire due to roof leak	2B (High)	Fix roof leak	Follow-up email sent to reporter	F (eliminated)
HAZ-0178	Service	Customer Complaint	03/28/25	WeRIDE app	App freezing during booking process	3D (Low)	Reported to RideCo for mitigation	Issue reported to tech vendor	2E (Acceptable with review)

Appendix H – Service Area Map (Avondale)



ITEM NUMBER: 4.i.

SUBJECT: Resolution 1037-0625 - Intergovernmental Agreement between Arizona Fire & Medical Authority and the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson and the Fire Districts of Daisy Mountain and Sun City for Use of Fire Apparatus.

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1037-0625, authorizing an Intergovernmental Agreement between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus 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 Fire and Medical Department has been an active partner with the City of Phoenix Fire Department and partner cities for automatic aid for over 20 years. In addition to response efforts, there are times when Avondale may need to borrow a response vehicle due to issues with our fleet. This Intergovernmental Agreement (IGA) will allow the named partner cities to provide loaner fire apparatus to the City of Avondale Fire and Medical Department as needed.

DISCUSSION:

By approving this IGA, the City will have access to additional resources if necessary. This commitment demonstrates the City's dedication to excellence in emergency preparedness and response within the community.

BUDGET IMPACT:

The City is liable for any damage to loaner vehicles from other agencies. The city does not anticipate any additional costs associated with this agreement, but if there are, it is anticipated that the department's current budget will cover those costs.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution authorizing the intergovernmental agreement between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus.

Contact person for document distribution: Marsha Chavez

RESOLUTION NO. 1037-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS.

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

SECTION 1. The Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of Fire Apparatus (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1037-0625

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE
ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF
AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY
OF GLENDALE, THE CITY OF GOODYEAR,
THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF
TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL
DISTRICT, AND THE SUN CITY FIRE DISTRICT
FOR USE OF FIRE APPARATUS**

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency", collectively "Partnering Agencies").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

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

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
 - ☐ Engine(pumper)
 - ☐ Ladder
 - ☐ Ambulance
 - ☐ other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.
3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. Borrowing Partnering Agency, at its sole cost and expense, shall replace any and all parts, mechanisms and devices that are damaged by its use that is not "ordinary wear and tear." In no event shall the cost of the repairs exceed the depreciated value of the Loaned Equipment. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Loss and Damage. Borrowing Partnering Agency hereby assumes and shall bear the entire risk of loss and damage to the Loaned Equipment from any negligent or

willful acts, or errors or omissions. In no event shall the cost of the repairs exceed the depreciated value of the Loaned Equipment. No loss or damage to the Loaned Equipment or any part thereof shall impair any obligation of Borrowing Partnering Agency under this Agreement which shall continue in full force and effect through the Term.

11. In the event of negligent or willful acts, errors, or omissions loss or damage to the Loaned Equipment, Borrowing Partnering Agency shall, at Lending Partnering Agency's option:
 - (i) replace the same in good repair, condition and working order;
 - (ii) replace the same with like equipment in good repair, condition and working order; or
 - (iii) pay to Lending Partnering Agency the replacement cost of the depreciated value Loaned Equipment. The depreciated value shall be calculated based on the following formula:
 - Value One Year After Purchase = 15% less of the original purchase price
 - Value Two Years After Purchase = 10% less than of the One-Year Valuation
 - Value Three Years After Purchase = 7% less than the Two-Year Valuation
 - Value Four Years After Purchase = 5% less than the Three-Year Valuation
 - Each year after the Year Four Valuation, the Loaned Equipment depreciates at a rate of 1% per year based on the prior year's valuation.
12. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Loaned Equipment at Borrowing Partnering Agency's cost and expense to such place as Lending Partnering Agency shall specify within its City limits.
13. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.
14. No Liability. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency shall not have any liability for any damages, liabilities or obligations that arise (whether directly or indirectly) as a result of this Agreement or Borrowing Partnering Agency's possession, use, operation or return of the Loaned Equipment. This provision shall survive termination or expiration of this Agreement.
15. Default. If Borrowing Partnering Agency fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if the Borrowing

Partnering Agency fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Borrowing Partnering Agency, the Lending Partnering Agency shall have the right to exercise any one or more of the following remedies:

- (i) To declare the entire amount of payment hereunder immediately due and payable without notice or demand to Borrowing Partnering Agency;
 - (ii) To sue for and recover all payments, then accrued or thereafter accruing;
 - (iii) To take possession of the Loaned Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Borrowing Partnering Agency hereby waives any and all damages occasioned by such taking of possession;
 - (iv) To terminate this Agreement; and/or
 - (v) To pursue any other remedy at law or in equity.
- 16.** Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

- 1. Term:**
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.
- 2. Termination and Cancellation:**
- 2.1 Termination**
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.
- 2.2 Cancellation**
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

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

2. Implied Terms:

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

3. Entire Agreement; No Waiver; Amendment:

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

4. Third-Party Beneficiary Clause:

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

5. Fund Appropriation Contingency:

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

6. No Joint Venture:

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

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. Workers' Compensation:

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

10. Severability:

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

11. Compliance with Laws:

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

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the

papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

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

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

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

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

15. Disposition of Property:

Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

2. Borrowing Partnering Agency's Insurance:

Borrowing Partnering Agency must procure insurance against claims that may arise from or relate to the Loaned Equipment and must maintain that insurance until the termination of this Agreement.

Scope and Limits of Insurance: Borrowing Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability:

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

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

Arizona Fire & Medical Authority

18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department

11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department

21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District

41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department

13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department

11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department

14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department

8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department

18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department

14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief

Telephone: (623) 222-5000

Fax: (623) 222-5001

Tolleson Fire-Medical Department

203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief

Telephone: (623) 471-8914

Email: michael.young@tolleson.az.gov

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

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

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE _____

ATTEST:

ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE _____

ATTEST:

BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE _____

ATTEST:

EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE _____

ATTEST:

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE _____

ATTEST:

TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the **DATE TBD**, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a **Enter Description Here** VIN # XXXX, License # XXXX.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date _____

Vehicles Issued By (Sign) _____ Date _____

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. _____ (initial).

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date _____

ITEM NUMBER: 4.j.

SUBJECT: Resolution 1038-0625 - Intergovernmental Agreement between Maricopa County Department of Transportation (MCDOT), the City of Avondale and the City of Phoenix for the Design, Construction, Operation and Maintenance of a Traffic Signal at 99th Avenue and Encanto Boulevard

MEETING DATE: 6/16/2025

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 item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Resolution 1038-0625, authorizing an Intergovernmental Agreement (IGA) with MCDOT and the City of Phoenix for the design, construction, operation, and maintenance of a traffic signal at 99th Avenue and Encanto 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:

The intersection at 99th Avenue and Encanto Boulevard is currently an unsignalized four-way intersection, with stop control in place on Encanto Boulevard. Ownership and operation of 99th Avenue fall under the County's jurisdiction, while Encanto Boulevard is split between two jurisdictions: the portion west of the intersection lies within the City of Avondale, and the portion east lies within the City of Phoenix. The City of Avondale is undertaking improvements to the intersection, including the installation of a traffic signal and modifications to signage and striping, as outlined in Exhibit A, which is attached to and incorporated by reference into this Agreement. The traffic signal and related equipment will be constructed in accordance with Avondale standards, while the roadway improvements will conform to County standards. Neither the County nor the City of Phoenix will contribute financially to the Project. Avondale has entered into a separate Development

Agreement with IDM Development, LLC (Developer) that is located on the east side of 99th Avenue, which was recorded as Maricopa County Recorder No. 20250213572 and became effective on January 22, 2024, the date it was approved by the Avondale City Council. According to the Development Agreement, IDM has contributed a total of \$300,000 toward the construction of the traffic signal infrastructure at the 99th Avenue and Encanto Boulevard intersection. The developer located to the west of 99th Avenue, namely, Virtua99 Planned Area Development Application PL-17-0051, contributed a total of \$300,000 toward the construction of the traffic signal infrastructure at the 99th Avenue and Encanto Boulevard intersection.

DISCUSSION:

The Intergovernmental Agreement (IGA) outlines the mutual responsibilities and commitments of the City of Avondale, Maricopa County, and the City of Phoenix regarding the traffic signal improvement project at the intersection of 99th Avenue and Encanto Boulevard. As a shared understanding, any future modifications to the traffic signal or intersection striping at this location will require the written agreement of all three parties.

Maricopa County's responsibilities include issuing no-cost permits to Avondale for design, construction, and traffic control related to the Project within County jurisdiction. The County will review and provide comments on design plans within 20 working days of receipt. The County will not make any financial contribution to the Project and assumes no liability for design deficiencies, traffic control, construction, or inspection approvals upon execution of the Agreement. However, the County will be responsible for ongoing maintenance and operation of the roadway within its right-of-way, will participate in the final inspection of the Project, and will allow Avondale perpetual access via an annual maintenance permit for future maintenance of the signal equipment installed within the County's jurisdiction.

The City of Avondale will act as the Lead Agency for the Project and is fully responsible for all associated costs. Avondale will ensure that the roadway is designed and constructed to County standards while the traffic signal is designed and built to Avondale standards. Following completion, Avondale will assume all responsibility for the maintenance, operation, and associated liability of the traffic signal. Avondale will also be responsible for scheduling and coordinating the final inspection with the County.

The City of Phoenix will not have any financial obligations related to the Project. Phoenix will not participate in the review or preparation of design plans and will not be liable for any design, traffic control, construction, or inspection approvals. However, Phoenix will issue no-cost permits to Avondale for any Project-related work performed within its jurisdiction.

BUDGET IMPACT:

There is no financial impact to the City of Phoenix or Maricopa County as both entities will not contribute to the cost of the Project. The City of Avondale will be solely responsible for all Project expenses, with partial funding provided through a \$600,000 contribution from IDM Development, LLC (\$300,000) and Virtua99 (\$300,000). The total project budget is \$710,000, and it includes the design and construction of a traffic signal using a single mast arm with a galvanized steel pole at the intersection of 99th Avenue and Encanto Boulevard.

The original estimated completion date for the project was June 2026; however, the timeline has been revised, with an updated projected completion date of December 2025. The project is in the 5-year capital improvement plan as Traffic Signal - 99th Avenue and Encanto Boulevard (T0206) and is fully funded in FY2026.

Ongoing operational impacts to Avondale will include costs for electrical power, repainting of equipment every 10 years, and routine repair and maintenance. Maintenance responsibilities will cover the replacement and upkeep of bulbs, signal lenses, battery backup systems, cameras, emergency pre-emption equipment, and pedestrian push buttons.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution authorizing an Intergovernmental Agreement (IGA) with

Maricopa County and the City of Phoenix for the design, construction, operation, and maintenance of a traffic signal at 99th Avenue and Encanto Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Rick Carr, Kimberly Moon

RESOLUTION NO. 1038-0625

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF PHOENIX FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT 99TH AVENUE AND ENCANTO BOULEVARD.

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

SECTION 1. The Intergovernmental Agreement between Maricopa County, the City of Avondale and the City of Phoenix for design, construction, operation and maintenance of a Traffic Signal at 99th Avenue and Encanto Boulevard, is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1038-0625

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY, THE CITY OF AVONDALE
AND THE CITY OF PHOENIX
FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A
TRAFFIC SIGNAL AT 99TH AVENUE AND ENCANTO BOULEVARD

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), the City of Avondale, a municipal corporation (**Avondale**) and the City of Phoenix, a municipal corporation (**Phoenix**). The County, Avondale and Phoenix are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (A.R.S.) § 11-251 and 28-6701 *et seq.*, to lay out, maintain, control, and manage public roads within the County.
2. The Cities are authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et seq.*, to lay out and establish, regulate, and improve streets within their respective jurisdiction and to enter into this Agreement.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. The intersection at 99th Avenue and Encanto Boulevard is an existing unsignalized four-way intersection with stop control on Encanto Boulevard.
5. 99th Avenue is owned and operated by the County. Encanto Boulevard, west of the intersection, lies within Avondale's jurisdiction. Encanto Boulevard, east of the intersection, lies within Phoenix's jurisdiction.
6. Avondale is improving the intersection, including the installation of a traffic signal and modification of signing and striping (**Project**), as shown in Exhibit A, which is attached to this Agreement and incorporated by reference.
7. The traffic signal and equipment will be constructed to Avondale standards and the roadway will be constructed to County standards.
8. The County and Phoenix will not financially participate in the Project.

9. Avondale entered into a separate Development Agreement with IDM Development, LLC, (**Developer**) that was recorded as Maricopa County Recorder No. 20250213572 and became effective Jan. 22, 2024, the date it was approved by the Avondale City Council. The Development Agreement stipulates the Developer will contribute \$300,000 towards the construction of the traffic signal infrastructure at the 99th Avenue and Encanto Boulevard intersection.

PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of the County, Avondale and Phoenix for the Project, including but not limited to cost-sharing, permitting, utility relocation, construction and construction management.

TERMS OF THE AGREEMENT

11. Mutual Responsibilities of the Parties

- 11.1 Any future modifications to the 99th Avenue and Encanto Boulevard traffic signal or intersection striping require the Parties' written agreement.

12. Responsibilities of the County:

- 12.1 Shall have no financial contribution towards the Project.
- 12.2 Issue no-cost permits for design, construction, and traffic control, as necessary, to Avondale for all Project-related work performed within the jurisdiction of the County.
- 12.3 Review and provide comments to Avondale within twenty (20) working days of receipt of the design plans.
- 12.4 Shall not be liable for design deficiencies, traffic control, construction, or inspection approvals upon the execution of this Agreement.
- 12.5 Assume all responsibility for maintenance and operation for the roadway within the County right of way.
- 12.6 Participate in the final inspection of the Project with Avondale. The Parties agree that at this point, there may be a punch list of items to be completed by the contractor.
- 12.7 Allow Avondale perpetual access per an annual maintenance permit for future maintenance of signal equipment installed as part of this Project within County jurisdiction.

13. Responsibilities of Avondale:

- 13.1. Shall act as Lead Agency for all aspects of the Project.
- 13.2. Shall be financially responsible for all Project costs.
- 13.3. Shall design and construct the roadway to County Standards and the traffic signal to Avondale City standards.
- 13.4. Assume all responsibility for maintenance, operation and related liability for the traffic signal and all related equipment, assets and etc.
- 13.5. Schedule and invite the County to participate in a final inspection of the Project.

14. Responsibilities of Phoenix:

- 14.1 Shall have no financial contribution towards the Project.
- 14.2 Shall not review, or be responsible for, the preparation of any and all plans or be liable for design deficiencies, traffic control, construction, or inspection approvals upon the execution of this Agreement.
- 14.3 Issue no-cost permits for design, construction, and traffic control, as necessary, to Avondale for all Project-related work performed within the jurisdiction of Phoenix.

GENERAL TERMS AND CONDITIONS

- 15. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
- 16. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
- 17. This Agreement may be amended only upon written agreement by all Parties.
- 18. This Agreement is subject to the provisions of A.R.S. § 38-511.

19. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 19.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which breaching party may be liable for penalties including termination of the agreement.
 - 19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.
 - 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
20. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
21. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
 - 21.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 21.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 21.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

22. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

23. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Avondale
Attn: City Manager
11465 W. Civic Center Drive
Avondale, Arizona 85323

City of Phoenix
Street Transportation Director
200 W. Washington Street (5th Floor)
Phoenix, Arizona 85003

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

24. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing body of the City in such fiscal year.

25. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

26. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.

27. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
28. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.
29. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.
30. The venue for any claim arising out of or in any way related to this Agreement shall be Phoenix, Arizona.
31. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF PHOENIX

Recommended by:

Jeff Barton Date
City Manager

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Attorney, who has determined that it is in proper form and within the powers and authority granted to the City Council under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF AVONDALE

Recommended by:

Ron Corbin
City Manager

Approved and Accepted by:

Mike Pineda
Mayor

Attest by:

City Clerk _____ Date _____

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Attorney, who has determined that it is in proper form and within the powers and authority granted to the City Council under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Signed by:

Jesse Gutierrez

E47E235375F04C3...

Jesse Gutierrez, P.E.

Transportation Director

6/10/2025

Date

Approved and Accepted by:

Chairman

Board of Supervisors

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Signed by:

Max G. Carpinelli

3D6A191436004B5

Deputy County Attorney

6/10/2025

Date

EXHIBIT A



CITY OF AVONDALE

MAYOR

MIKE PINEDA

VICE MAYOR

CURTIS NIELSON

COUNCIL MEMBERS

MAX WHITE
GLORIA SOLORIO
SHARI WEISE
TINA CONDE
JEANNETTE GARCIA

CITY MANAGER

RON CORBIN

CITY CLERK

MARCELLA CARRILLO

ENGINEER

ARDURRA
GARY FROMM P.E.
1001 N. CENTRAL AVE. SUITE 900
PHOENIX, AZ, 85034
PHONE: (602)-263-1177

OWNER

CITY OF AVONDALE
SUNEEL GARG, PE (PROJECT MANAGER)
11465 W CIVIC CENTER DRIVE
AVONDALE, ARIZONA 85323
PHONE: (623) 333-4218
FAX: (623) 333-0420

APPROVALS

CITY ENGINEERING DEPARTMENT _____ DATE _____

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY
AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT I HAVE REVIEWED THE "AS-BUILT" FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS AND REVISIONS THAT IT WILL FUNCTION AS DESIGNED AND PERMITTED.

REGISTERED CIVIL ENGINEER

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

REGISTERED SURVEYOR _____ DATE _____

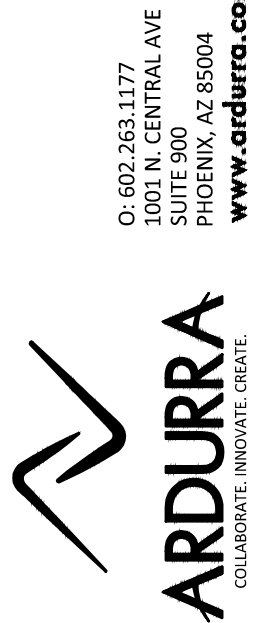
ARIZONA REGISTRATION NUMBER _____ TELEPHONE NUMBER _____

NOTE:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF AVONDALE'S SUPPLEMENT TO M.A.G. SPECIFICATIONS AND STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE'S ENGINEERING DEPARTMENT OR ONLINE AT THE CITY OF AVONDALE'S WEBSITE.



DRAWN BY:	SMD
DESIGNED BY:	SMD
CHECKED BY:	GAF
SHEET DWG:	CV01
DRAWING SCALE(S)	HORIZ: N/A VERT: N/A



PROJECT TYPE	COVER SHEET
PROJECT NAME	99TH AVENUE AND ENCANTO BOULEVARD
PROJECT NUMBER	T0206
ISSUATION NUMBER	EN

SEALED

100% SUBMITTAL

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL PLAN DATE

FEB 2025

LATEST REVISION DATE

SHEET NUMBER

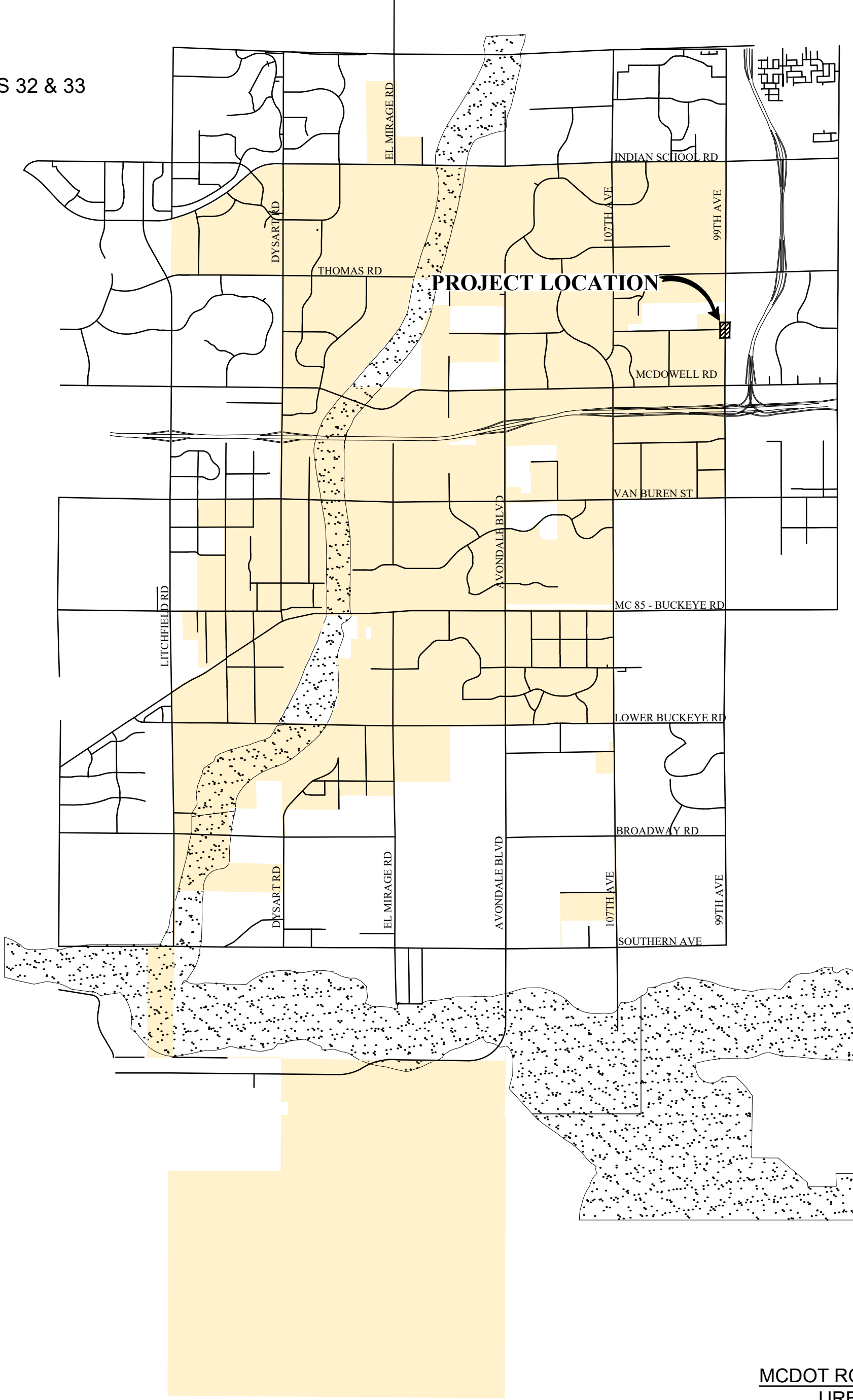
01 OF 11

PROJECT NUMBER

T0206

99TH AVENUE AND ENCANTO BOULEVARD
CITY PROJECT NO. T0206
MCDOT PROJECT NO. TC2401530
Section 32 & 33, TOWNSHIP 2 NORTH, RANGE 1 EAST

AREA MAP



ENGINEER'S DECLARATION
OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION R4-30-301 OF THE RULES OF THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY MARICOPA COUNTY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

MCDOT ROADWAY CLASSIFICATION
URBAN PRINCIPAL ARTERIAL
DESIGN SPEED=55 MPH
POSTED SPEED=45 MPH
CURRENT ADT=9,171

CLEAR ZONE WIDTH
6 FOOT BEHIND FACE OF CURB
PER MCDOT ROADWAY DESIGN
MANUAL SECTION 5.25.4.2



VICINITY MAP

LOCATION FOR AS-BUILT INDEXING
TOWNSHIP 2 NORTH, RANGE 1 EAST, SECTIONS 32 & 33

Utility Notification

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL NOTES AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

		CONTACTED	REPLIED
SALT RIVER POWER DISTRICT PHONE NUMBER: 602-236-6348	ABRIANA CUEVAS COMPANY REPRESENTATIVE	11/25/24 DATE	- DATE
COX COMMUNICATIONS PHONE NUMBER:	JACOB HORSMAN COMPANY REPRESENTATIVE	07/22/24 DATE	07/25/24 (NO CONFLICT) DATE
SOUTHWEST GAS PHONE NUMBER:	VALERIE GALLARDO-WELLER COMPANY REPRESENTATIVE	12/06/24 DATE	- DATE
SALT RIVER IRRIGATION DISTRICT PHONE NUMBER: 602-236-6348	ABRIANA CUEVAS COMPANY REPRESENTATIVE	11/25/24 DATE	- DATE
LUMEN PHONE NUMBER: 815-245-9640	KEVIN WAGNER, TERRA TECHNOLOGIES COMPANY REPRESENTATIVE	12/06/24 DATE	- DATE

SHEET INDEX

SHEET NO.	DWG TITLE	SHEET TITLE
1	CV01	COVER SHEET
2	GN01	GENERAL NOTES AND LEGEND
3	GN02	GENERAL NOTES
4	TS01	SIDEWALK RAMP IMPROVEMENTS AND DETAILS
5	TS02	TRAFFIC SIGNAL PLAN
6	TS03	TRAFFIC SIGNAL CABINET AND POLE SCHEDULE
7	TS04	TRAFFIC SIGNAL CONDUCTOR SCHEDULE
8	MCDOT-CV01	SIGNING AND STRIPING COVER SHEET
9	SM01	SIGNING AND STRIPING PLAN
10	SM02	SIGNING AND STRIPING PLAN
11	SM03	STRIPING OBLITERATION PLAN

BASIS OF BEARING

FOR THIS PROJECT IS S88°53'52"E FOR THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN AS CALCULATED FROM A PLSS SUBDIVISION RECORD OF SURVEY MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 699, PAGE 26, MARICOPA COUNTY RECORDS.

CITY OF AVONDALE BENCHMARKS

PUBLISHED CITY OF AVONDALE SURVEY BENCHMARKS

BENCHMARK NO. 1
FOUND 3" BRASS CAP FLUSH HORIZONTAL CONTROL MARK RID 99 2006, LOCATED IS 160 FEET EAST OF CENTERLINE OF 99TH AVENUE AND 26 FEET SOUTHWEST OF GRADED RID MAINTENANCE ROAD CENTERLINE (NAVD88) ELEVATION=1024.88' (HELD VERTICALLY & HORIZONTALLY)

BENCHMARK NO. 2
FOUND 3.5" BRASS CAP FLUSH HORIZONTAL CONTROL MARK RID THOMAS 2006, LOCATED, IS 115 FEET SOUTH OF CENTERLINE OF THOMAS ROAD, 38 FEET EAST OF TOP OF ROOSEVELT IRRIGATION DISTRICT CANAL, 33' FEET WEST OF CENTERLINE PAVED ACCESS ROAD AND 5 FEET NORTH OF CARSONITE WITNESS CORNER (NAVD88) ELEVATION=1023.86 (OBSERVED 1023.84')

TRAFFIC SIGNAL GENERAL NOTES:

1. ALL TRAFFIC SIGNAL EQUIPMENT AND CONSTRUCTION SHALL CONFORM TO THE CITY OF AVONDALE TRAFFIC SIGNAL DESIGN AND CONSTRUCTION STANDARDS, LATEST EDITION, MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TRAFFIC SIGNAL AND LIGHTING STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES INCLUDING THE ARIZONA SUPPLEMENT (MUTCD), AND THESE PLANS.

2. ALL UTILITIES SHALL BE BLUE-STAKED PRIOR TO THE START OF CONSTRUCTION. CONTACT BLUESTAKE A MINIMUM OF SEVENTY-TWO (72) HOURS IN ADVANCE OF CONSTRUCTION AT (602) 263-1100 OR (800) STAKE-IT (OUTSIDE MARICOPA COUNTY).

3. FOR ELECTRICAL SERVICE REQUIREMENTS, CONTACT WESLEY SHREVE WITH SALT RIVER PROJECT AT (602) 236-4935, AT LEAST FORTY-FIVE (45) WORKING DAYS BEFORE SERVICE IS REQUIRED.

4. TOP OF ALL NEW SIGNAL STRUCTURE FOUNDATIONS SHALL BE AT THE SAME ELEVATION AS THE ADJACENT TOP OF SIDEWALK AS SPECIFIED ON THE PLANS, OR NOT MORE THAN FOUR (4) INCHES ABOVE THE ADJACENT PAVEMENT WHERE CURBING DOES NOT EXIST.

5. GROUND RODS SHALL BE INSTALLED; TWO (2) ADJACENT TO ELECTRICAL SERVICE PANEL WITH BARE BOND CONDUCTOR ATTACHED, ONE (1) IN CENTER OF CONTROLLER ASSEMBLY FOUNDATION, AND ONE (1) IN MAIN PULLBOX.

6. PAVEMENT MARKINGS SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY.

7. METER PEDESTAL SHALL INCLUDE PHOTOELECTRIC CELL (PEC) FOR STREET LIGHTS & INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) PER CITY OF AVONDALE SPECIFICATIONS.

8. THE CONTROLLER CABINET SHALL BE WIRED AND LABELED WITH THE SAME PHASE NUMBER DESIGNATION AS SHOWN IN THE PHASE DIAGRAM. EACH CONNECTOR SHALL HAVE ITS PINS BROUGHT TO CABINET TIE POINTS. CONTROLLER CABINET WIRING SHALL BE PER CITY OF AVONDALE COLOR CODING STANDARDS.

9. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING EMERGENCY VEHICLE PRE-EMPTION (TOMAR MODEL 4140 PROCESSOR & MODEL 4090-SD DETECTORS). THE CONTRACTOR SHALL COORDINATE THE INSTALLATION LOCATION WITH BENNIE ROBINSON WITH CITY OF AVONDALE (623) 333-4231. THE PRE-EMPTION CABLE SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AND SHALL BE M913 OPTICOM MODEL 138 OPTICAL OR EQUAL. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NEW CONDUCTORS.

10. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL NEW SIGNAL POLES, SIGNAL AND LUMINAIRE MAST ARMS, EXPOSED BASE PLATES, AND ANCHOR NUTS AND BOLTS SHALL BE PAINTED "COCOA BROWN" PER VALMONT POWDER COATED STANDARDS AND SPECIFICATIONS. MINIMUM ACCEPTANCE PAINTING SPECIFICATION SHALL COMPLY WITH VALMONT PAINTS SPECIFICATION. PRIOR TO PAINTING, THE CONTRACTOR SHALL ENSURE THAT THE POLE MANUFACTURE COVERS/TAPES THE CONNECTIONS AND THREAD. ANY NEED FOR PAINT REMOVAL TO GAIN ACCESS TO THE CONNECTIONS AND THREADS WILL BE THE CONTRACTORS RESPONSIBILITY AT NO ADDITIONAL COST. ANY DAMAGE TO PAINT DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE PAINTED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE.

11. STREET LIGHTING LUMINAIRES SHALL BE 209W (MULTI-VOLT, 120-277 VOLT) LED COBRAHEAD AMERICAN ELECTRIC LIGHTING ATBL-D-MVOLT-R3-DOB, INSTALLED BY THE CONTRACTOR.

12. SIGNAL TESTING AND TURN ON PROCEDURE:
(A) THE CONTRACTOR SHALL NOTIFY THE CITY THREE (3) BUSINESS DAYS PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL. THE CONTRACTOR SHALL CONDUCT A TEST, WITH THE CITY OF AVONDALE TRAFFIC SIGNAL TECHNICIAN INSPECTOR, TO INSURE THAT THE INDIVIDUAL TRAFFIC AND PEDESTRIAN SIGNAL HEADS AND INDICATIONS ARE OPERATING FOR THE APPROPRIATE PHASE AND IN THE APPROPRIATE SEQUENCES.

13. THE TRAFFIC SIGNAL CONSTRUCTION MUST BE SUPERVISED BY A CERTIFIED IMSA LEVEL II SIGNAL TECHNICIAN ON SITE.

14. THE CONTRACTOR SHALL TRENCH TO WITHIN TWO (2) FEET OF THE SRP POWER SOURCE. THE CONTRACTOR WILL PROVIDE AND INSTALL A 2½ INCH CONDUIT FROM THE POWER SOURCE TO THE ELECTRICAL SERVICE CABINET. SRP WILL PULL THE SERVICE WIRE TO THE ELECTRICAL SERVICE CABINET AND TERMINATE.

15. ALL TYPE I, V, AND VII MOUNTING BRACKETS SHALL HAVE TERMINAL STRIPS ON THE POLE.

16. ALL CONDUIT SHALL BE SCHEDULE 80 PVC.

17. RED, YELLOW, GREEN, ARROW SIGNAL, AND PEDESTRIAN HEAD INDICATIONS SHALL BE INSTALLED BY THE CONTRACTOR. ALL INDICATIONS SHALL MEET "LED" TECHNOLOGY.

18. ALL NEW RAMPS SHALL PROVIDE PROPER ADA ACCESS TO PEDESTRIAN PUSH BUTTONS. PEDESTRIAN SIGNALS SHALL BE COUNTDOWN TYPE.

19. PRIOR TO ACCEPTANCE BY THE CITY OF AVONDALE, DAMAGE TO ANY SIGNAL EQUIPMENT, POLES, ETC., SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

20. THE ELECTRICAL SERVICE ADDRESS IS AS FOLLOWS: TBD

21. ALL SIGNAL POLE FOUNDATIONS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH CITY OF AVONDALE STANDARD DETAILS A743 & A744 ADOT POLES AND FOUNDATIONS, ADOT STANDARD DETAILS T-SL 4-1 AND T-SL 4-28, AND SECTION 901 OF THE AVONDALE SUPPLEMENT TO THE MAG SPECIFICATIONS AND DETAILS.

22. THE CONTRACTOR IS RESPONSIBLE FOR DELIVERING SIGNAL EQUIPMENT AND STREETLIGHT EQUIPMENT IDENTIFIED AS TO BE REMOVED AND SALVAGED TO THE CITY OF AVONDALE CONTACT BENNIE ROBINSON FORTY-EIGHT (48) HOURS IN ADVANCE OF DELIVERY AT (623) 333-4231 FOR LOCATION.

23. ALL TRAFFIC SIGNAL PULL BOXES SHALL BE FIBERLYTE WITH "TRAFFIC SIGNAL" LABELED ON LIDS.

GENERAL NOTES FOR STREET CONSTRUCTION

1. ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.

2. ANY WORK PERFORMED WITHOUT APPROVAL OF THE CITY ENGINEER, AND ANY WORK/MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND ELEVATION OF ANY UTILITY LINES BEFORE STARTING CONSTRUCTION ACTIVITIES. IF THE EXISTING LINE IS FOUND TO BE IN A SUBSTANTIALLY DIFFERENT LOCATION, OR WILL ADVERSELY AFFECT THE OPERATION OF THE UTILITY, THE CONTRACTOR SHALL NOTIFY THE CITY OF AVONDALE PRIOR TO MAKING THE CONNECTIONS. AMENDMENTS TO THE PLANS MAY BE REQUIRED PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES.

4. CITY OF AVONDALE IS NOT LIABLE FOR DELAYS OR DAMAGES TO UTILITIES RELATED TO THIS CONSTRUCTION; NEITHER WILL THE CITY PARTICIPATE IN THE COST OF UTILITY CONSTRUCTION OR RELOCATION.

5. CONTRACTOR SHALL CONTINUOUSLY REFERENCE LOCATION OF ALL VALVES DURING CONSTRUCTION.

6. ALL UNDERGROUND UTILITIES LOCATED IN THE ROADWAY SHALL BE COMPLETED BEFORE PAVING.

7. BASE COURSE SHALL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY CONSTRUCTION INSPECTOR.

8. GUTTERS SHALL BE WATER TESTED FOR DRAINAGE IN THE PRESENCE OF THE CITY CONSTRUCTION INSPECTOR.

9. THE EXACT POINT OF MATCHING TERMINATION AND OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE CITY CONSTRUCTION INSPECTOR.

10. CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE SWEEPED CLEAN OF DIRT AND DEBRIS.

11. CONTRACTOR SHALL INSTALL A BLUE REFLECTOR AT ALL FIRE HYDRANT LOCATIONS. REFLECTOR SHALL BE GLUED WITH A CITY APPROVED BITUMINOUS ADHESIVE TO THE FINISHED PAVING AT THE APPROPRIATE LOCATION.

12. ANY SAW CUT ALONG EXISTING ROADWAY EDGE WHICH REMOVES THE EDGE OF THE ROADWAY SHALL BE A MINIMUM OF TWO-FOOT FROM THE EDGE OF THE EXISTING ROADWAY. THE CUT DISTANCE MAY BE GREATER, BASED ON PAVEMENT CONDITIONS OR ROADWAY ELEVATIONS BUT SHALL NOT BE LOCATED WITHIN A LANE WHEEL PATH, AND IF NEEDED SHALL BE IN HALF LANE INCREMENTS.

13. ALL PAVEMENT MARKING, SIGNING AND CONSTRUCTION SHALL CONFORM TO MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) PAVEMENT MARKING AND SIGNING MANUALS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD MOST RECENT EDITION), THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) SUPPLEMENT TO MUTCD, THE CITY OF AVONDALE ENGINEERING STANDARDS.

14. PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD, ALL PAVEMENT CRACKS ¼-INCH OR WIDER SHALL BE CLEANED, PREPARED, AND CRACK SEALED IN ACCORDANCE WITH MAG SECTION 337.

15. PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD, ALL NEW PAVEMENTS (EXCEPT RAC) SHALL BE SEALED IN ACCORDANCE WITH MAG SECTION 333 WITH A CITY-APPROVED MATERIAL. NEW RPM'S, FIRE HYDRANT REFLECTORS, THERMOPLASTIC MARKINGS, AND OTHER SYMBOLS AND MARKINGS MAY BE REQUIRED AFTER APPLICATION OF THE PRESERVATIVE SEAL.

16. CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIAL DURING CONSTRUCTION. ANY PLANT MATERIAL, NOT DESIGNATED TO BE REMOVED, WHICH ARE DISTURBED OR DESTROYED AS A RESULT OF WORK ON THIS CONTRACT SHALL BE REPLACED IN-KIND AT NO COST TO THE CITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE REGULARLY SCHEDULED WATER TO ALL EXISTING PLANT MATERIAL DURING CONSTRUCTION UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL. ANY PLANT MATERIAL THAT DIES DUE TO LACK OF WATER SHALL BE REPLACED IN-KIND AT NO COST TO THE CITY.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT ARE TO REMAIN.

ENGINEER NOTES:

1. THE QUANTITIES AND SITE CONDITIONS DEPICTED IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERRORS AND OMISSIONS. CONTRACTORS SHALL SATISFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THESE PLANS

2. A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL 48-HOURS IN ADVANCE FOR BLUE STAKE (602)263-1100 PRIOR TO ANY EXCAVATION.

3. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF CONSTRUCTION AFFECTING UTILITIES AND THE COORDINATION OF ANY NECESSARY UTILITY RELOCATION WORK.

4. THE CONTRACTOR IS TO VERIFY THE LOCATION AND THE ELEVATIONS OF ALL EXISTING UTILITIES AT POINT OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION, SHOULD ANY LOCATION OR ELEVATION DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER OR HIS REPRESENTATIVE.

5. CONTRACTOR TO VERIFY AND COORDINATE ALL DIMENSIONS BEFORE STARTING WORK, REPORT DISCREPANCIES TO CITY ENGINEER OR HIS REPRESENTATIVE.

6. COORDINATION BETWEEN ALL PARTIES IS AN ESSENTIAL PART OF THE CONTRACT

7. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE WORK WITH WEATHER AND TRAFFIC CONDITIONS. THE PROJECT SITE MAY BE SUBJECT TO FLOODING AND ASSOCIATED HAZARDS.

8. EXISTING UNDERGROUND UTILITIES WERE COMPILED FROM THE LATEST AVAILABLE UTILITY RECORDS AND SHOULD BE CONSIDERED APPROXIMATE IN LOCATION AND POSSIBLY INCOMPLETE. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. NOTIFY THE CITY ENGINEER OR HIS REPRESENTATIVE IMMEDIATELY OF CONFLICTS OR DISCREPANCIES.

9. CONTRACTOR SHALL PROVIDE DUST CONTROL FOR ALL UNPAVED AREAS DURING CONSTRUCTION.

10. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL DURING CONSTRUCTION ACTIVITIES AND UNTIL THE PROJECT IS ACCEPTED AS SUBSTANTIALLY COMPLETE BY THE CITY ENGINEER OR HIS REPRESENTATIVE.

11. ALL STATIONING AND MEASUREMENT IS TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

LEGEND:

NEW SIGNAL/CONTROLLER/METER PEDESTAL IDENTIFIER

NEW CONDUIT RUN IDENTIFIER

NEW PULL BOX IDENTIFIER

NEW CONTROLLER CABINET

NEW METER PEDESTAL

NEW C.O.A NO. 7 PULL BOX

NEW C.O.A NO. 7 PULL BOX W/ EXTENSION

NEW C.O.A NO. 9 FIBER SPLICING VAULT

NEW CONDUIT RUN

NEW SIGNAL POLE WITH SIGNAL MAST ARM, SIGNAL HEAD, AND LUMINAIRE MAST ARM



NEW SIGNAL HEAD

NEW SIGNAL HEAD WITH LEFT TURN ARROW

NEW SIGNAL HEAD WITH LEFT TURN ARROW, TYPE Q

NEW SIGNAL HEAD WITH RIGHT TURN ARROW

NEW LUMINAIRE

NEW PEDESTRIAN HEAD

NEW PEDESTRIAN PUSH BUTTON

NEW STREET NAME SIGN

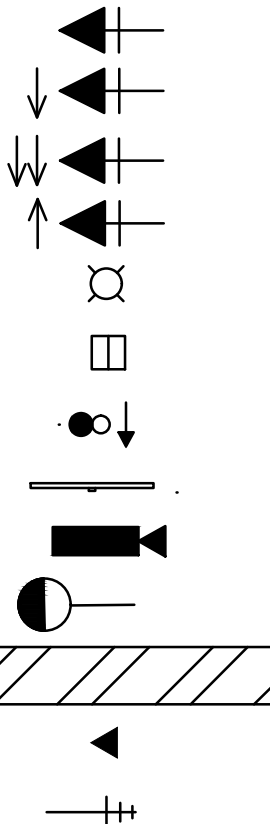
NEW VIDEO DETECTION

NEW CCTV CAMERA

VIDEO DETECTION ZONE

NEW EMERGENCY VEHICLE DETECTOR

WIRELESS INTERNET CONNECT ANTENNA



SRP NOTES

1. OVERCROSSINGS OF SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. EXCEPT FOR THOSE CASES SPECIFICALLY IDENTIFIED BELOW, OVERCROSSINGS ARE TYPICALLY NOT ALLOWED.

2. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATION PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3' IN CONDUIT AS LONG AS THEY HAVE 1'-0" CLEARANCE OVER THE PIPE ITSELF.

3. MAINTAIN MINIMUM 12" CLEARANCE BETWEEN SRP IRRIGATION PIPE AND CLOSEST POINT OF OVERCROSSING SCUPPER. SCUPPER SHALL CONFORM TO MAG STANDARD DETAIL 203 OR 206.

4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA BY EXCAVATIONS WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4'-0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.

5. OTHER UTILITIES NOT PERMITTED IN THESE AREAS.

6. CLEARANCE IS MEASURED FROM OUTSIDE DIAMETER OF SRP IRRIGATION PIPE. OUTSIDE DIAMETER IS SIGNIFICANTLY LARGER THAN NOMINAL PIPE SIZE (INSIDE DIAMETER) NOTED ON PLAN/PROFILE DRAWINGS. SEE TABLE FOR NOMINAL PIPE SIZES AND OUTSIDE DIAMETERS.

7. SPECIFIED CLEARANCES ARE FOR USE WITH RUBBER GASKETED REINFORCED CONCRETE PIPE (RGRCP) UP TO AND INCLUDING 72" NOMINAL PIPE SIZE. GREATER CLEARANCE OR REPLACEMENT IS REQUIRED FOR LARGER DIAMETER RGRCP, CAST-IN-PLACE PIPE (CIPP) AND NON-REINFORCED CONCRETE PIPE.

8. ASSURE CONTINUOUS SUPPORT AND PROTECTION OF SRP IRRIGATION PIPE. DAMAGE TO SRP IRRIGATION PIPE/SYSTEM WILL BE REPAIRED BY SRP. ALL DIRECT AND INDIRECT COSTS SHALL BE BORNE BY OTHER UTILITY/LICENSEE.

9. TRENCH BACKFILL COMPACTION SHALL BE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) TYPE I OR TYPE III, EXCEPT THAT 95% COMPACTION SHALL BE REQUIRED FROM 1'-0" ABOVE TOP OF PIPE TO BOTTOM OF TRENCH. WATER CONSOLIDATION IS NOT PERMITTED.

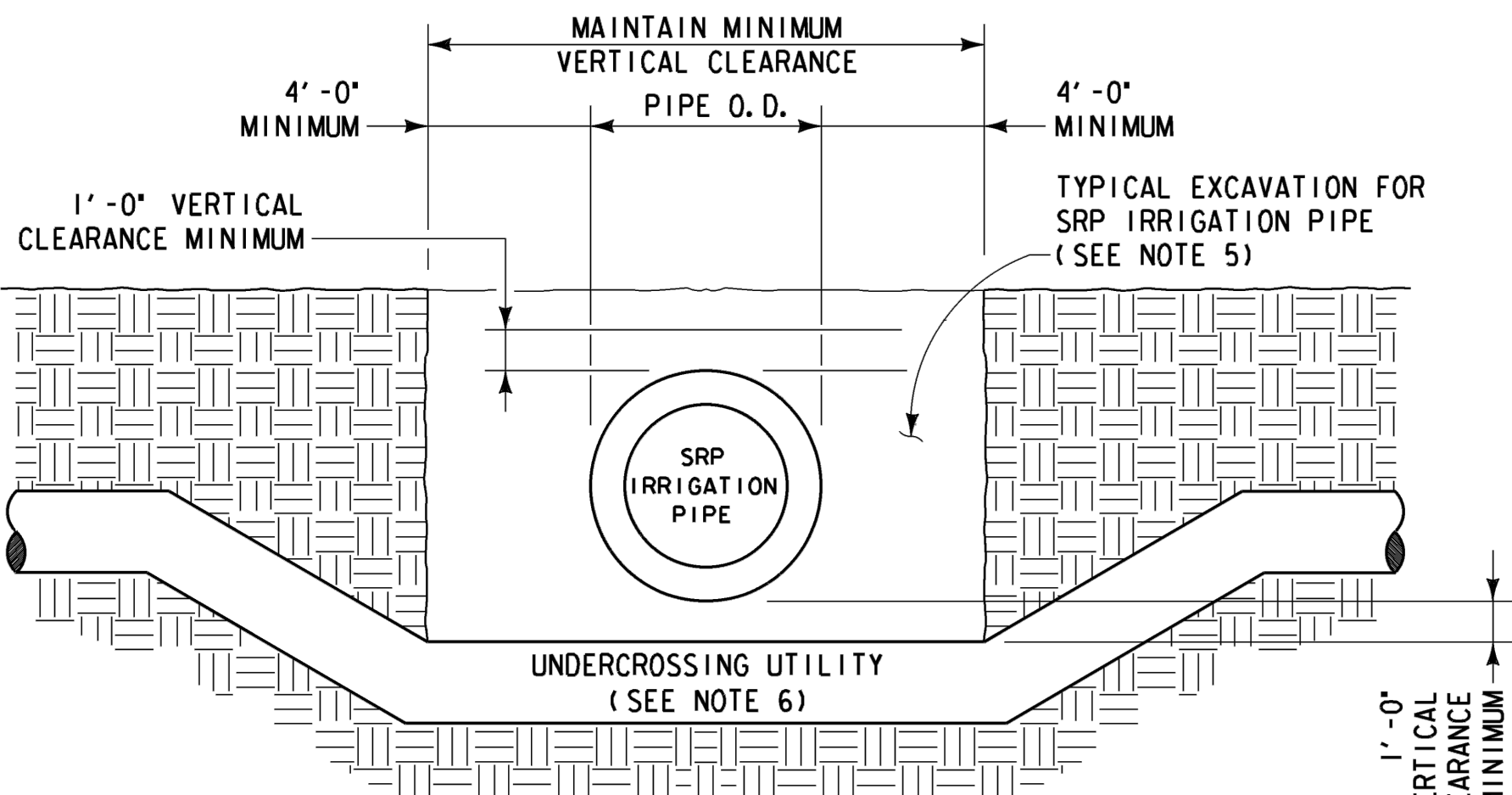
10. COMPLY WITH MAG UNIFORM STANDARD SPECIFICATIONS AND STANDARD DETAILS UNLESS OTHERWISE NOTED IN PROJECT SPECIFIC SRP DOCUMENTS. MOST STRINGENT REQUIREMENTS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE IN SRP DOCUMENTS.

11. COMPLY WITH ALL APPLICABLE STATUTES, ORDINANCES AND REGULATIONS INCLUDING BLUE STAKE LAW (A.R.S. SEC. 40-360-21 ET SEQ.).

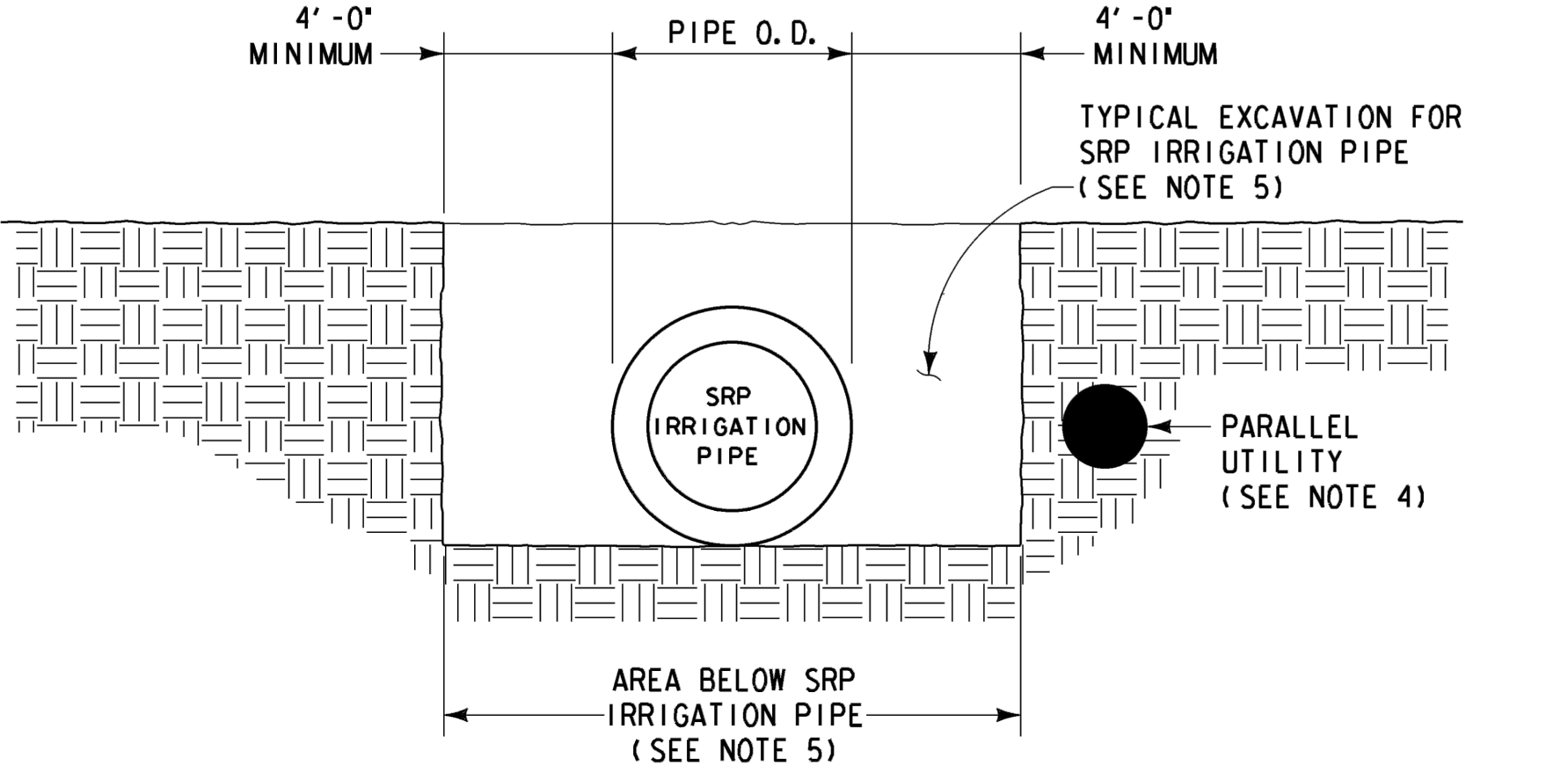
12. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.

13. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES SRP DESIGNER/UTILITY CROSSING/LOCATION AND EVALUATION PLAN.

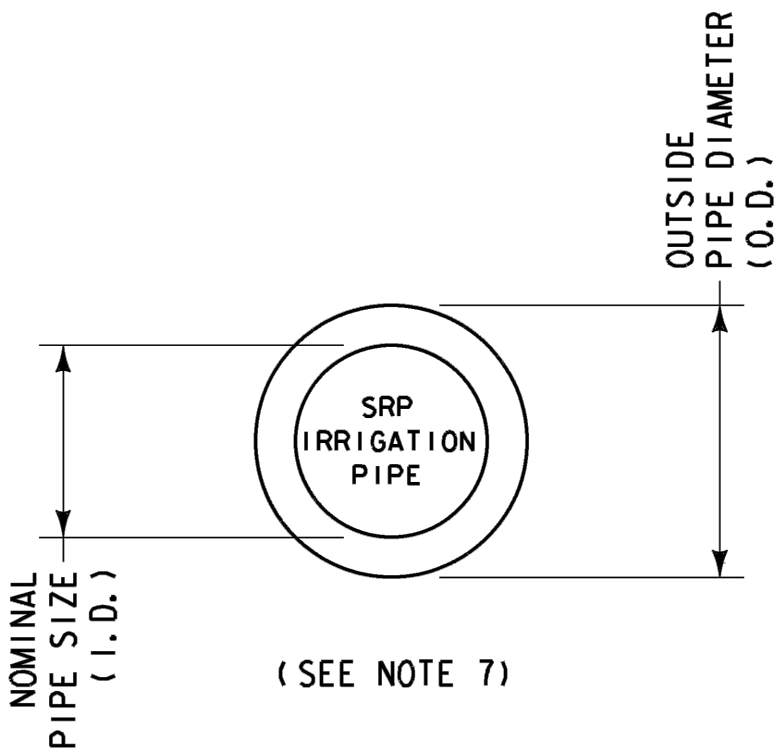
14. NOTIFY SRP INSPECTOR A MINIMUM OF 72 HOURS BEFORE STARTING CONSTRUCTION IN OR AROUND SRP IRRIGATION FACILITIES. AN SRP LICENSE/UPDATE AGREEMENT MUST BE COMPLETED BY THE CONTRACTOR IF A DAY-OF/AM PM PART OF THE IRRIGATION SYSTEM WILL NOT NECESSARY DURING CONSTRUCTION. ISSUANCE OF A LICENSE



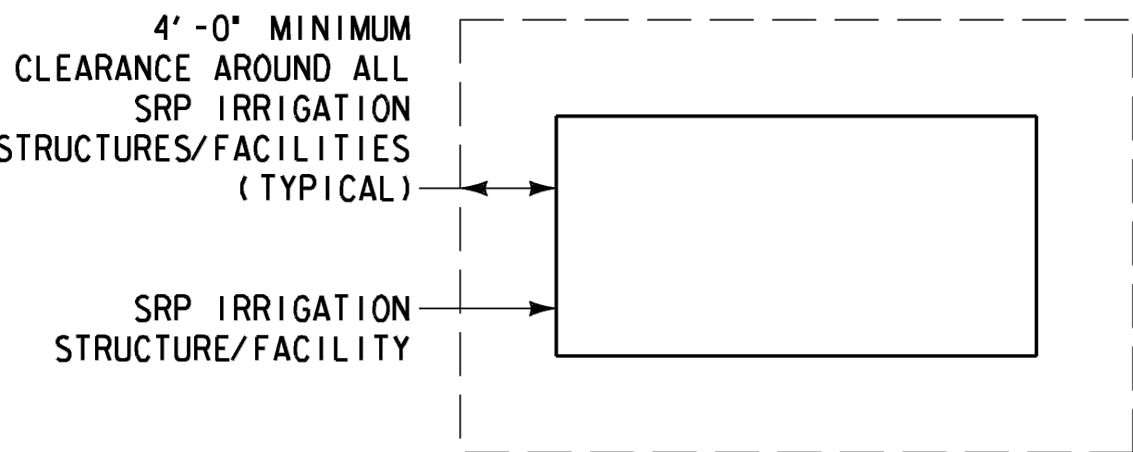
PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



NOMINAL PIPE SIZE (I. D.)	OUTSIDE PIPE DIAMETER (O. D.)
24"	30"
30"	37"
36"	44"
42"	51"
48"	58"
54"	65"
60"	72"
66"	79"
72"	86"



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PROJECT TYPE: GENERAL NOTES AND LEGEND

PROJECT NAME: 99TH AVENUE AND ENCANTO BOULEVARD

PROJECT NUMBER: T0206

DESIGNED BY: SMD

CHECKED BY: GAF

SHEET DWG: GN01

DRAWING SCALE(S): N/A

VERT: N/A

HORIZ: N/A

100% SUBMITTAL

PRELIMINARY NOT FOR CONSTRUCTION

ORIGINAL PLAN DATE: FEB 2025

LATEST REVISION DATE:

SHEET NUMBER: 02 OF 11

PROJECT NUMBER: T0206

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COLLABORATIVE INNOVATIVE CREATE

CD 602.263.1177
1001 N. CENTRAL AVE
PHOENIX, AZ 85004
www.ardurra.com

MCDOT GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REVISED EDITION OF THE UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AS AUTHORIZED AND MODIFIED BY THE MOST CURRENT MCDOT SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND NON-CONFLICTING PROJECT SPECIAL PROVISIONS. ALL WORK MUST ALSO COMPLY WITH ORDINANCE P-36 "MARICOPA COUNTY ORDINANCE ADDRESSING REQUIREMENTS FOR PERMITS TO WORK IN RIGHT-OF-WAY WITHIN UNINCORPORATED MARICOPA COUNTY; ANY EXCEPTIONS MUST RECEIVE EXPLICIT APPROVAL FROM MCDOT AND SHALL BE IDENTIFIED ON THE PLANS AS HAVING EXPLICIT APPROVAL FROM MCDOT.
- CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY MCDOT. APPROVAL OF THESE PLANS IS FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT MCDOT FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, THE MCDOT ROADWAY DESIGN MANUAL, OR OTHER APPLICABLE DESIGN STANDARDS.
- THE MOST CURRENT APPROVED SET OF PLANS SHALL BE ON THE SITE DURING CONSTRUCTION AND AVAILABLE TO MCDOT INSPECTORS.
- ALL BOX CULVERTS CONSTRUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) LATEST DESIGN SPECIFICATIONS AND STANDARDS.
- CONTRACTOR TO OBTAIN MCDOT PERMITS PRIOR TO CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY, AND ALL NECESSARY PERMITS FROM OTHER AGENCIES AND FROM LOCAL GOVERNMENTS FOR WORK WITHIN THEIR JURISDICTION.
- CONTRACTOR SHALL NOTIFY THE ASSIGNED MCDOT INSPECTOR LISTED ON PERMIT AT LEAST 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
- CONTRACTOR PERFORMING CONSTRUCTION OR EXCAVATING OPERATIONS IS RESPONSIBLE FOR LOCATING AND RELOCATING ALL UTILITIES IN CONFLICT AT NO EXPENSE TO MARICOPA COUNTY. THE CONTRACTOR SHALL CONTACT ARIZONA 811 PRIOR TO BEGINNING CONSTRUCTION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR EARTH MOVING FROM MARICOPA COUNTY AIR QUALITY DEPARTMENT'S DUST COMPLIANCE DIVISION PRIOR TO CONDUCTING EXCAVATION OPERATIONS. A COPY OF THE PERMIT AND DUST CONTROL PLAN SHALL BE SUBMITTED TO THE COUNTY ENGINEER PRIOR TO COMMENCEMENT OF ANY EARTH-MOVING ACTIVITIES.
- PRIOR TO CONDUCTING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL OBTAIN FROM THE ARIZONA STATE HISTORICAL PRESERVATION OFFICER RECOMMENDATIONS REGARDING THE NEED FOR CULTURAL RESOURCES (ARCHAEOLOGICAL) CLEARANCE. ALL DISCOVERIES OF HUMAN REMAINS, CULTURAL ARTIFACTS, OR PALEONTOLOGICAL REMAINS SHALL BE REPORTED TO THE ARIZONA STATE MUSEUM AND MCDOT. UPON DISCOVERY, CONTRACTOR SHALL CEASE OPERATIONS IN THE VICINITY OF THE FIND AND PROTECT THE DISCOVERY AREA FROM FURTHER DISTURBANCE UNTIL THE FIND CAN BE PROFESSIONALLY INVESTIGATED BY THE ARIZONA STATE MUSEUM AND MCDOT.
- EXCEPT UNDER EMERGENCY CONDITIONS, ROADS SHALL NOT BE CLOSED FOR CONSTRUCTION ACTIVITY UNLESS PRIOR APPROVAL IS OBTAINED FROM THE MCDOT TRANSPORTATION DIRECTOR.
- PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE NATIVE PLANTS.
- PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, BASE COURSE AND WEARING SURFACE, A PAVEMENT VERIFICATION REPORT SUBMITTAL IS REQUIRED TO BE SUBMITTED TO MCDOT FOR REVIEW AND APPROVAL IF SUBGRADE STABILIZATION IS REQUIRED, THE AREA STABILIZED SHALL BE FROM BACK OF SIDEWALK TO BACK OF SIDEWALK AND MATCH THE STABILIZATION DEPTH OF THE PAVEMENT STRUCTURE.
- ASPHALT MIX DESIGNS SHALL BE SUBMITTED TO MCDOT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO PLACING ANY ASPHALT COURSES. (TRENCH WORK EXCLUDED) ASPHALT MIX DESIGNS MUST BE APPROVED PRIOR TO PAVING ACTIVITIES. ALL PAVED TURNOUTS SHALL HAVE THE SAME ASPHALT AND BASE REQUIREMENTS AS THE ADJACENT ROADWAY UNLESS NOTED OTHERWISE.
- ALL ASPHALT CONCRETE PAVEMENT OF LOCAL AND MINOR COLLECTOR ROADS WITH A LONGITUDINAL GRADE LESS THAN 5% SHALL RECEIVE A PRESERVATIVE SEAL ("FILLED" ASPHALT SEALER) IN ACCORDANCE WITH SECTIONS 334 AND 718.3 OF THE MAG UNIFORM STANDARD SPECIFICATIONS.
- EXCEPT FOR ARAC MIXES, ALL OTHER AC MIXES SHALL BE SUPERPAVE/GYRATORY TYPE UNLESS APPROVED BY MCDOT. AC MIX DESIGN USED ON LOCAL AND MINOR COLLECTOR STREETS SHALL BE FOR LOW TRAFFIC CONDITION. NOMINAL SIZE TO THICKNESS RATIO SHALL NOT EXCEED 1:3. THE NOMINAL SIZE DESIGNATION FOR THE SURFACE COURSE ON URBAN ROADWAYS SHALL BE A 1/2" MIX, UNLESS APPROVED BY MCDOT.
- ALL COMPACTION AND BACKFILL WITHIN COUNTY RIGHT-OF-WAY SHALL CONFORM TO THE MCDOT SUPPLEMENT TO MAG SPECIFICATION SECTION BACKFILL UNDER EXISTING PAVEMENT, CURB AND GUTTER, ROADWAY SHOULDERS, AND UNPAVED ROADWAYS SHALL CONSIST OF ONE-HALF (1/2) OR ONE SACK CLSM. UNPAVED ROADWAY AREAS INCLUDE THE TRAVELED WAY PLUS FIVE FEET BEYOND THE TRAVELED WAY.
- ALL STRUCTURES, SUCH AS MANHOLES, VALVE BOX & COVERS, AND MONITORING WELLS MUST BE MARKED WITH AT LEAST TWO REFLECTIVE FLEXIBLE POSTS WHEN STRUCTURES ARE LOCATED OUTSIDE THE TRAVELED WAY AND WITHIN THE RIGHT-OF-WAY. (APPLIES ONLY WHEN THERE IS NO CURB) ALL CLEAR ZONE HAZARDS SHALL BE MITIGATED IN A MANNER APPROVED BY MCDOT AT NO COST TO THE COUNTY.
- PAVEMENT WIDENING AND PAVEMENT REPLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION SECTION 336 AND THE MCDOT SUPPLEMENT THERETO. PAVEMENT CUTS SHALL NOT BE LOCATED WITHIN A LANE WHEEL PATH. THE LANE WHEEL PATH IS THE ENTIRE LANE WIDTH EXCEPT THE AREA WITHIN ONE FOOT OF A LANE LINE STRIPE AND EXCEPT THE CENTER TWO FEET OF THE TRAVEL LANE.
- ALL EXISTING PAVEMENT MARKINGS, TRAFFIC SIGNS AND SIGNAL EQUIPMENT TO BE REMOVED, REPLACED, RELOCATED OR REPAIRED DUE TO CONTRACTOR'S WORK WILL BE DONE BY THE CONTRACTOR AT THEIR EXPENSE. ALL SALVAGED SIGNS SHALL BE DELIVERED TO THE TRAFFIC OPERATIONS BUILDING AT 2909 W. DURANGO ST. ARRANGEMENTS CAN BE MADE FOR DELIVERY BY CALLING (602) 506-8662. ALL NEW STREET NAME SIGNS SHALL BE PROVIDED AND INSTALLED BY THE PERMITTEE AT NO EXPENSE TO MARICOPA COUNTY.
- ALL PERMITTED CONSTRUCTION IS SUBJECT TO INSPECTION AND IS REQUIRED TO MEET ALL APPLICABLE STANDARDS PRIOR TO THE RELEASE OF THE CORRESPONDING BOND.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS PER MAG 107.9. DISPOSAL OF ALL WASTE MATERIAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CHIPPED, CRACKED, OR IMPRINTED CURB, GUTTER, OR SIDEWALK IS NOT PERMITTED. CONCRETE PATCHING OF CURB, GUTTER, AND SIDEWALK IS NOT PERMITTED.
- THE PERMITEE'S ENGINEER OF RECORD IS REQUIRED TO CERTIFY SUBDIVISION CONSTRUCTION IN ACCORDANCE WITH THE MCDOT SUBDIVISION INSPECTION GUIDELINES.



DRAWN BY:	SMD
DESIGNED BY:	SMD
CHECKED BY:	GAF
SHEET DWG:	GN02
DRAWING SCALE(S)	HORIZ: N/A VERT: N/A



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PHOENIX, AZ 85004
www.ardurra.com

PROJECT TYPE	GENERAL NOTES
PROJECT NAME	99TH AVENUE AND ENCANTO BOULEVARD
PROJECT NUMBER	EN
EXCAVATION NUMBER	T0206

SEALED

100% SUBMITTAL

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL PLAN DATE

FEB 2025

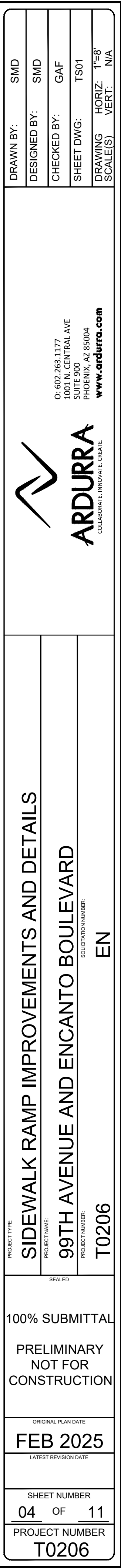
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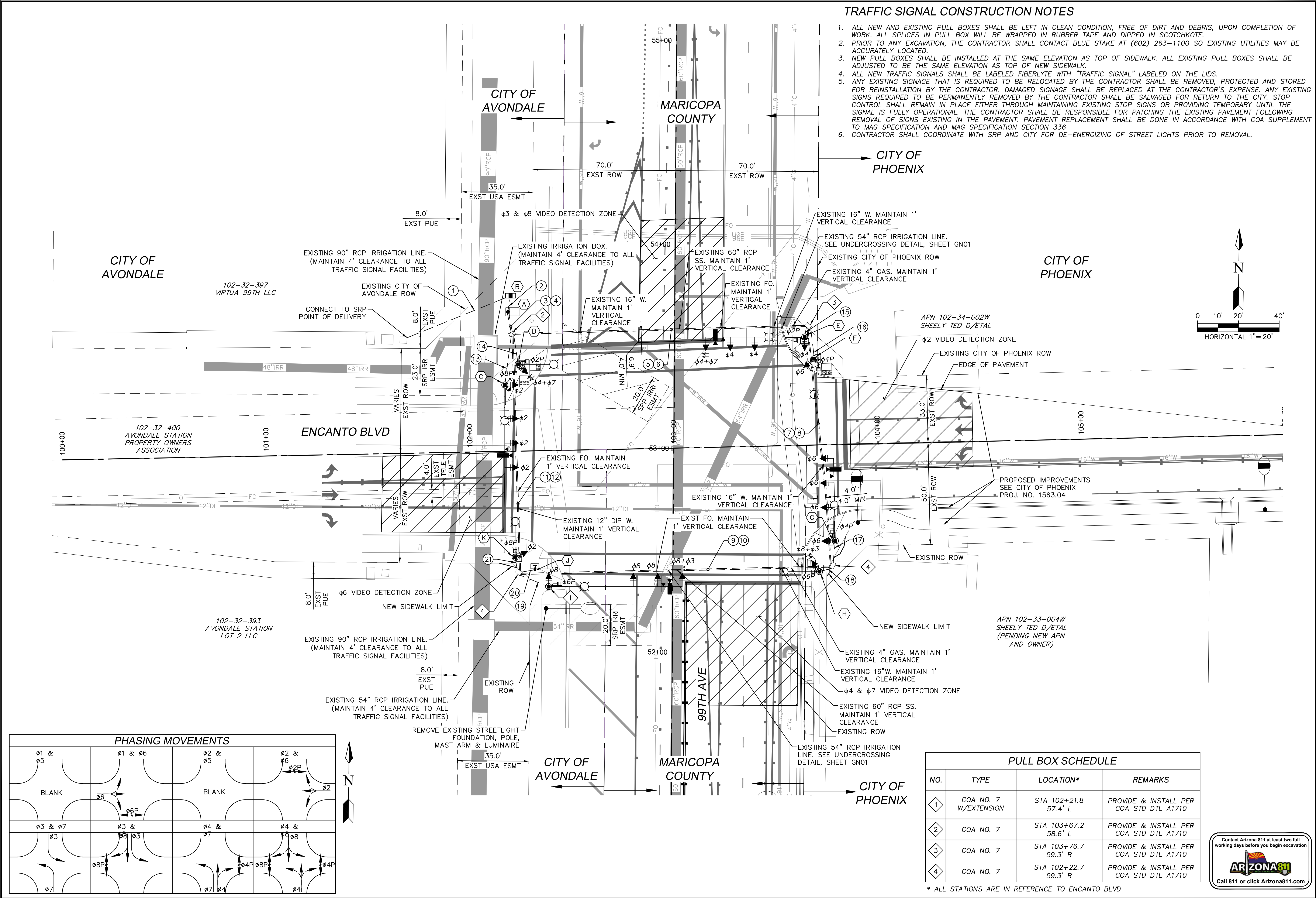
SHEET NUMBER

03 OF 11

PROJECT NUMBER

T0206





DRAWN BY: SMD

DESIGNED BY: SMD

CHECKED BY: GAF

SHEET DWG: TS02

DRAWING SCALE(S): 1"=20'

VERT: N/A

0: 602.263.1177

1001 N. CENTRAL AVE

PHOENIX, AZ 85004

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CONSULTANTS

TRAFFIC SIGNAL PLAN

99TH AVENUE AND ENCANTO BOULEVARD

T0206

100% SUBMITTAL

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FEB 2025

05 OF 11

T0206

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811

Call 811 or click Arizona811.com

TRAFFIC SIGNAL CABINET SCHEDULE					
CABINET	TYPE	CONTROLLER	AUX. CONTROL	REMARKS	LOCATION*
	MODEL 332 CABINET WITH 8" EXTENSION	ECONOLITE COBALT RACK MOUNT CONTROLLER WITH DATA KEY PER C.O.A. STANDARD DETAIL A1752	-	*INSTALL NEW CABINET. SEE NOTE 15. *INSTALL NEW CONTROLLER. SEE NOTE 15. *PROVIDE AND INSTALL "GROUND ROD" IN CENTER OF CABINET AND IN THE MAIN PULL BOX	STA 102+19.8 68.4' L
PEC	TESCO CATALOG NO. 27-22 METER/BBS COMBINATION	PER C.O.A STANDARD DETAIL A1751	INSTALL A PHOTOELECTRIC CELL (PEC) FOR STREET LIGHTS	*SERVICE PEDESTAL TO BE INSTALLED BY THE CONTRACTOR. SEE NOTE 15 *CABINET EXTERIOR SHALL BE ANODIZED ALUMINUM. *AN UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM SHALL BE PART OF THE SERVICE PEDESTAL. *INSTALL "GROUND ROD" ADJACENT TO METER PEDESTAL WITH BARE BOND #8 CONDUCTOR ATTACHED.	SERVICE ADDRESS TBD STA 102+21.3 76.3' L

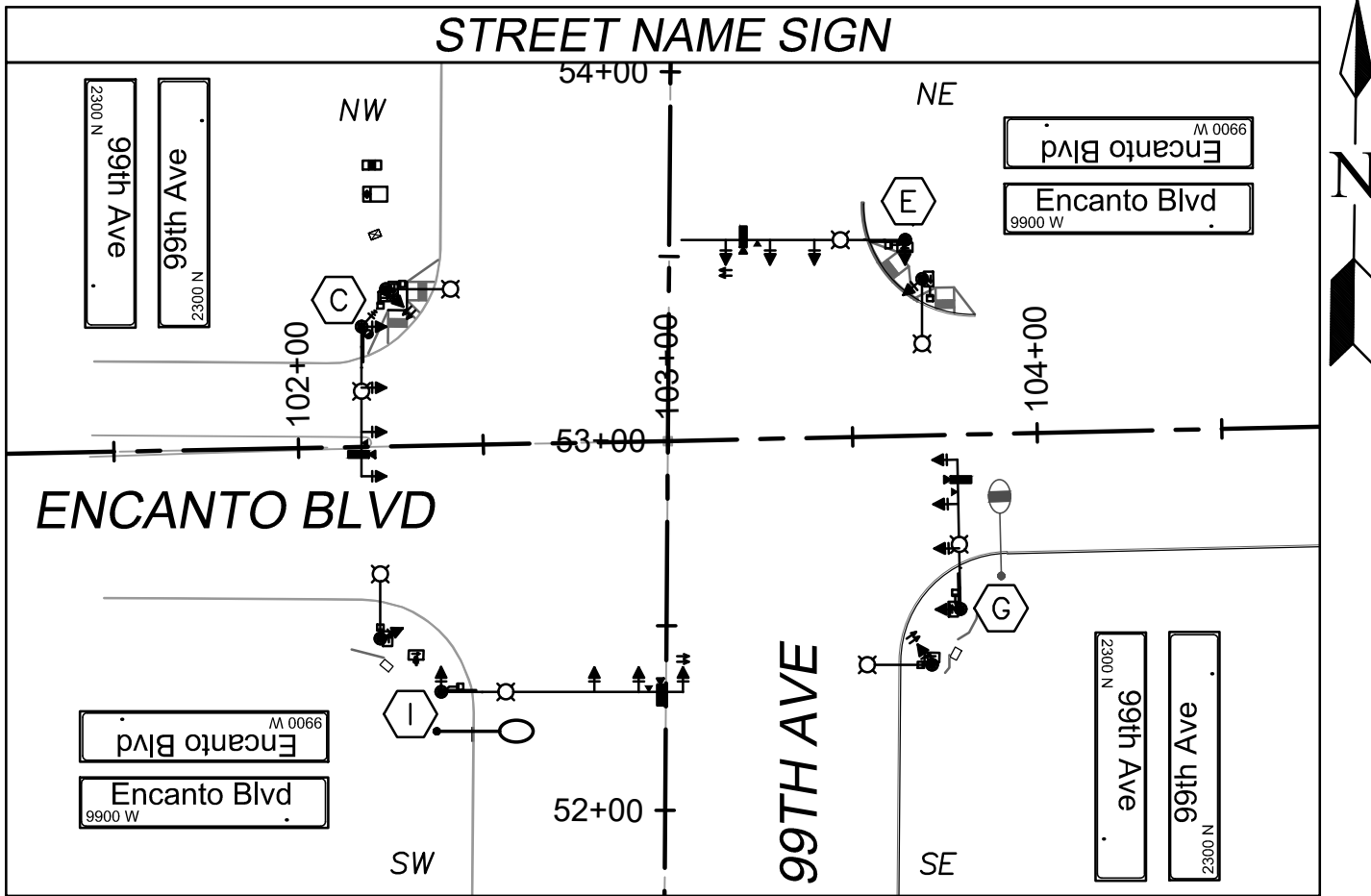
TRAFFIC SIGNAL POLE SCHEDULE									
POLES			MAST ARMS		SIGNALS		PB SIGN	REMARKS	
POLE LAYOUT	TYPE	LOCATION*	SIGNAL	LUMINAIRE	MTG	FACE			
VDC EVP SNS CCTV WRA 12' 12' ø2 ø2	Q	STA 102+17.7 32.6' L	40'	20'	1-II 2-II 1-V	1-F 2-F 1-F	-	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER C.O.A STD. DET. A1743 & A1744. 2. INSTALL TYPE "Q" POLE PER C.O.A STD. DET. 4743 & 4744. SEE NOTE 15 3. INSTALL 40' SIGNAL MAST ARM PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 4. INSTALL 20' LUMINARE MAST ARM PER C.O.A STD. DET. A1743. 5. FURNISH AND INSTALL STREET NAME SIGN PER MCDOT STD. DET. 4780. SEE NOTE 9. 6. INSTALL VIDEO DETECTION. SEE NOTES 13 & 15. 7. INSTALL EMERGENCY VEHICLE DETECTOR. SEE NOTE 9 ON THE GENERAL NOTES SHEET. SEE NOTE 15, THIS SHEET. 9. INSTALL CCTV CAMERA. SEE NOTES 14 AND 15. 10. PROVIDE AND INSTALL WIRELESS RADIO ANTENNA. SEE NOTE 11. 11. INSTALL 191W LED LUMINAIRE.	
ø8P ø2P M/H Q ø4+ø7 ø4+ø7 ø4 ø4	ADOT-G	STA 102+24.4 42.6' L	-	15'	1-V 2-VII	1-Q 2-M/H	R10-3E (R) R10-3E (L)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER ADOT STD. DET. T-SL 4.07 2. INSTALL TYPE "G" POLE PER ADOT STD. DET. T-SL 4.07. SEE NOTE 15. 3. INSTALL TWO (2) ADA PEDESTRIAN PUSH BUTTONS AND SIGNAGE. SEE NOTES 3 & 15. 4. INSTALL 15' LUMINAIRE MAST ARM PER ADOT STD. DET. T-SL 4.29 5. INSTALL 191W LED LUMINAIRE.	
VDC EVP SNS ø2P M/H F 12' 12' ø4 ø4	W	STA 103+65.4 53.1' L	60'	20'	1-II 2-II 1-V 1-V	1-Q 2-F 1-F 1-M/H	R10-3E (L)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER C.O.A STD. DET. A1743 & A1744. 2. INSTALL TYPE "W" POLE PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 3. INSTALL 60' SIGNAL MAST ARM PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 4. INSTALL 20' LUMINARE MAST ARM PER C.O.A STD. DET. A1743. 5. FURNISH AND INSTALL STREET NAME SIGN PER MCDOT STD. DET. 4780. SEE NOTE 9. 6. INSTALL VIDEO DETECTION. SEE NOTES 13 & 15. 7. INSTALL EMERGENCY VEHICLE DETECTOR. SEE NOTE 9 ON THE GENERAL NOTES SHEET. SEE NOTE 15, THIS SHEET. 8. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15. 9. INSTALL 191W LED LUMINAIRE.	
ø4P M/H F ø6 ø6 ø6	ADOT-G	STA 103+69.8 42.3' L	-	15'	1-V 1-V	1-F 1-M/H	R10-3E (L)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER ADOT STD. DET. T-SL 4.07 2. INSTALL TYPE "G" POLE PER ADOT STD. DET. T-SL 4.07. SEE NOTE 15. 3. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15. 4. INSTALL 15' LUMINAIRE MAST ARM PER ADOT STD. DET. T-SL 4.29 5. INSTALL 191W LED LUMINAIRE.	
VDC EVP SNS ø4P M/H F 12' 12' ø6 ø6	Q	STA 103+78.2 47.2' R	40'	20'	1-II 2-II 1-V 1-V	1-F 2-F 1-F 1-M/H	R10-3E (L)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER C.O.A STD. DET. A1743 & A1744. 2. INSTALL TYPE "Q" POLE PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 3. INSTALL 40' SIGNAL MAST ARM PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 4. INSTALL 20' LUMINARE MAST ARM PER C.O.A STD. DET. A1743. 5. FURNISH AND INSTALL STREET NAME SIGN PER MCDOT STD. DET. 4780. SEE NOTE 9. 6. INSTALL VIDEO DETECTION. SEE NOTES 13 & 15. 7. INSTALL EMERGENCY VEHICLE DETECTOR. SEE NOTE 9 ON THE GENERAL NOTES SHEET. SEE NOTE 15, THIS SHEET. 8. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15. 9. INSTALL 191W LED LUMINAIRE.	
ø3+ø8 Q ø6P M/H ø6P ø6	ADOT-G	STA 103+70.1 62.1' R	-	15'	1-V 1-V	1-Q 1-M/H	R10-3E (R)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER ADOT STD. DET. T-SL 4.07 2. INSTALL TYPE "G" POLE PER ADOT STD. DET. T-SL 4.07. SEE NOTE 15. 3. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15. 4. INSTALL 15' LUMINAIRE MAST ARM PER ADOT STD. DET. T-SL 4.29 5. INSTALL 191W LED LUMINAIRE.	
VDC EVP SNS ø6P M/H F 12' 12' ø8 ø8	W	STA 102+37.3 66.7' R	65'	20'	1-II 2-II 1-II 1-V	1-Q 2-F 1-F 1-M/H	-	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER C.O.A STD. DET. A1743 & A1744. 2. INSTALL TYPE "W" POLE PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 3. INSTALL 65' SIGNAL MAST ARM PER C.O.A STD. DET. A1743 AND A1744. SEE NOTE 15. 4. INSTALL 20' LUMINARE MAST ARM PER C.O.A STD. DET. A1743. 5. FURNISH AND INSTALL STREET NAME SIGN PER MCDOT STD. DET. 4780. SEE NOTE 9. 6. INSTALL VIDEO DETECTION. SEE NOTES 13 & 15. 7. INSTALL EMERGENCY VEHICLE PREEMPTION. SEE NOTE 9 ON THE GENERAL NOTES SHEET. SEE NOTE 15, THIS SHEET.	
ø8P M/H F ø2 ø2 ø2	PB	STA 102+30.7 58.4' R	-	-	-	-	R10-3E (L)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER ADOT STD. DET. T-SL 4.27 2. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15	
ø8P M/H F ø2 ø2 ø2	ADOT-G	STA 102+21.1 52.0' R	-	15'	1-V 1-V	1-F 1-M/H	R10-3E (R)	1. PROVIDE AND INSTALL FOUNDATION AND ANCHOR BOLTS PER ADOT STD. DET. T-SL 4.07 2. INSTALL TYPE "G" POLE PER ADOT STD. DET. T-SL 4.07. SEE NOTE 15. 3. INSTALL ADA PEDESTRIAN PUSH BUTTON AND SIGNAGE. SEE NOTES 3 & 15. 4. INSTALL 15' LUMINAIRE MAST ARM PER ADOT STD. DET. T-SL 4.29 5. INSTALL 191W LED LUMINAIRE.	

* ALL STATIONS AND OFFSETS ARE IN REFERENCE TO ENCANTO BLVD

NOTES:

- PRIOR TO CONSTRUCTION, THE CONTRACTORS SHALL POTHOLE FOUNDATION LOCATIONS FOR POTENTIAL CONFLICTS.
- TOP OF NEW POLE FOUNDATIONS SHALL BE AT THE SAME ELEVATION AS THE ADJACENT SIDEWALK OR TOP OF CURB WHERE NO SIDEWALK EXISTS. THE PEDESTRIAN PUSH BUTTON SHALL BE MOUNTED IN ACCORDANCE WITH MCDOT STANDARD DETAIL 4797 AND SHALL MEET A.D.A. REQUIREMENTS. THE PEDESTRIAN PUSH BUTTON INSTALLED SHALL BE CAMPBELL ADVISOR AGPS.
- PRIOR TO INSTALLATION, THE CONTRACTOR IS RESPONSIBLE FOR POSITIONING THE INDIVIDUAL HEADS SO THEY ARE COMPLETELY VISIBLE TO APPROACHING DRIVER THE SIGNAL IS INTENDED TO CONTROL.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND PULLING NEW CONDUCTORS AND CABLES IN ALL NEW AND EXISTING CONDUIT RUNS, AS INDICATED IN THE CONDUCTOR SCHEDULE. CONDUCTORS SHALL BE CONTINUOUS FROM BOTTOM SIGNAL TERMINAL STRIP TO CONTROLLER CABINET.
- THE CONTROLLER CABINET SHALL BE WIRED AND LABELED WITH THE SAME PHASE NUMBER DESIGNATION AS SHOWN IN THE PHASING SCHEMATIC. EACH CONNECTOR SHALL HAVE ALL ITS PINS BROUGHT TO THE CABINET TIE POINTS. CONTROLLER CABINET WIRING SHALL BE PER CITY OF AVONDALE COLOR CODING STANDARDS.
- ALL TYPE IV, V, AND VII MOUNTING BRACKETS SHALL HAVE TERMINAL STRIPS ON THE POLE.
- ALL CONDUITS SHALL BE SCHEDULE 80 PVC.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF AVONDALE IN THE DESIGN, LAYOUT AND STREET NAMING CONVENTION OF THE STREET NAME SIGN SHALL BE MANUFACTURED TO MOUNT ONTO THE COA SIGNAL POLE MAST ARMS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TERMINATING MAST ARMS AT THE TS BLOCK IN THE POLE. 20 CONDUCTOR CABLE SHALL RUN UNSPLICED BACK TO THE CONTROL CABINET.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL WIRELESS EQUIPMENT IF NECESSARY. ALL WIRELESS EQUIPMENT EXCEPT CABLE WILL BE INSTALLED BY CITY FORCES. THE CONTRACTOR WILL TERMINATE CABLE AT CONTROLLER AND ANTENNA LOCATIONS.
- CONTRACTOR SHALL RUN PUSH BUTTON (FROM 20-CONDUCTOR) & JUMP THE P.B. COMMONS ACROSS PUSH BUTTONS.
- INSTALL NEW VIDEO DETECTION SYSTEM TO BE "ITERIS VANTAGE NEXT CAMERA SYSTEM"
- INSTALL NEW CCTV CAMERA. CITY OF AVONDALE NEW CCTV CAMERA MODEL IS AXIS 6075E WITH POLE MOUNT T91B67 PN 01473-001 PENDANT KIT T94A01D PN 5502-431 OUTDOOR UNIT POLE MOUNT WITH SURGE PROTECTION AND POE.
- THE CITY SHALL PROVIDE TRAFFIC SIGNAL POLES, MAST ARMS, LUMINAIRES CONTROLLER/CABINET ASSEMBLY, EMERGENCY VEHICLE PRE-EMPTION SYSTEM, TRAFFIC AND PEDESTRIAN SIGNAL INDICATIONS, SIGNAL MOUNTING ASSEMBLIES, CCTV CAMERA, VIDEO DETECTION SYSTEM, AND AUDIBLE PEDESTRIAN PUSH BUTTON & SIGNS. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIALS, AND LABOR TO INSTALL THESE ITEMS AT THE LOCATIONS CALLED FOR ON THE PLANS. THE CONTRACTOR SHALL COORDINATE DELIVERY OF THE CITY FURNISHED MATERIAL TO EITHER THE CITY YARD OR CONTRACTOR SPECIFIED LOCATION. NO ADDITIONAL PAYMENT WILL BE GRANTED FOR HAULING MATERIAL FROM AVONDALE YARD TO PROJECT SITE. THIS COST SHALL BE CONSIDERED INCIDENTAL O THE INSTALLATION ITEMS.

ABBREVIATIONS:
CCTV – CLOSED CIRCUIT TELEVISION CAMERA
EVP – EMERGENCY VEHICLE PRE-EMPTION
SNS – STREET NAME SIGN
VDC – VIDEO DETECTION CAMERA
WRA = WIRELESS RADIO ANTENNA



DRAWN BY: SMD

DESIGNED BY: SMD

CHECKED BY: GAF

SHEET DWG: TS03

DRAWING SCALE(S): N/A

VERT: N/A

CD 602.263.1177

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PROJECT TYPE: TRAFFIC SIGNAL CABINET AND POLE SCHEDULE

PROJECT NAME: 99TH AVENUE AND ENCANTO BOULEVARD

PROJECT NUMBER: T0206

SEAL

100% SUBMITTAL

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL PLAN DATE: FEB 2025

LATEST REVISION DATE:

SHEET NUMBER: 06 OF 11

PROJECT NUMBER: T0206

IMSA CABLE 19-1, #14 AWG, 4 CONDUCTOR & 7 CONDUCTOR

7 CONDUCTOR	
BASIC COLOR	SIGNAL INTERVAL
RED	RED
BLACK	YELLOW
GREEN	GREEN
ORANGE	YELLOW ARROW
BLUE	GREEN ARROW
WHITE	VEH. COMMON
WHITE/BLACK TR	VEH. COMMON

4 CONDUCTOR CABLE	
SIGNAL HEADS	
BASIC COLOR	SIGNAL INTERVAL
RED	RED
BLACK	YELLOW
GREEN	GREEN
WHITE	VEH. COMMON

4 CONDUCTOR CABLE		
PUSH BUTTON & PEDESTRIAN HEAD		
BASIC COLOR	PUSH BUTTON	PEDESTRIAN HEAD
BLACK	PUSH BUTTON	SPARE
WHITE	P.B. COMMON	PED. COMMON
RED	SPARE	DON'T WALK
GREEN	SPARE	WALK

SHEET NUMBER
07 OF 11
PROJECT NUMBER
T0206





SIGNING AND PAVEMENT MARKING PLANS FOR 99TH AVENUE AND ENCANTO BOULEVARD MCDOT PROJECT NO. TC240153

Section 32 & 33, TOWNSHIP 2 NORTH, RANGE 1 EAST



VICINITY MAP

LOCATION FOR AS-BUILT INDEXING
TOWNSHIP 2 NORTH, RANGE 1 EAST, SECTIONS 32 & 33

APPROVAL

MARICOPA COUNTY DEPARTMENT
OF TRANSPORTATION

DATE

I HAVE REVIEWED THIS PLAN SET AS IT PERTAINS TO MY DISCIPLINE
AND/OR DEPARTMENT/AGENCY. MY INITIALS ABOVE DO NOT
SUBSTITUTE IN ANY MANNER THE RESPONSIBILITY OF THE
PROFESSIONAL ENGINEER(S) FOR THIS PROJECT.

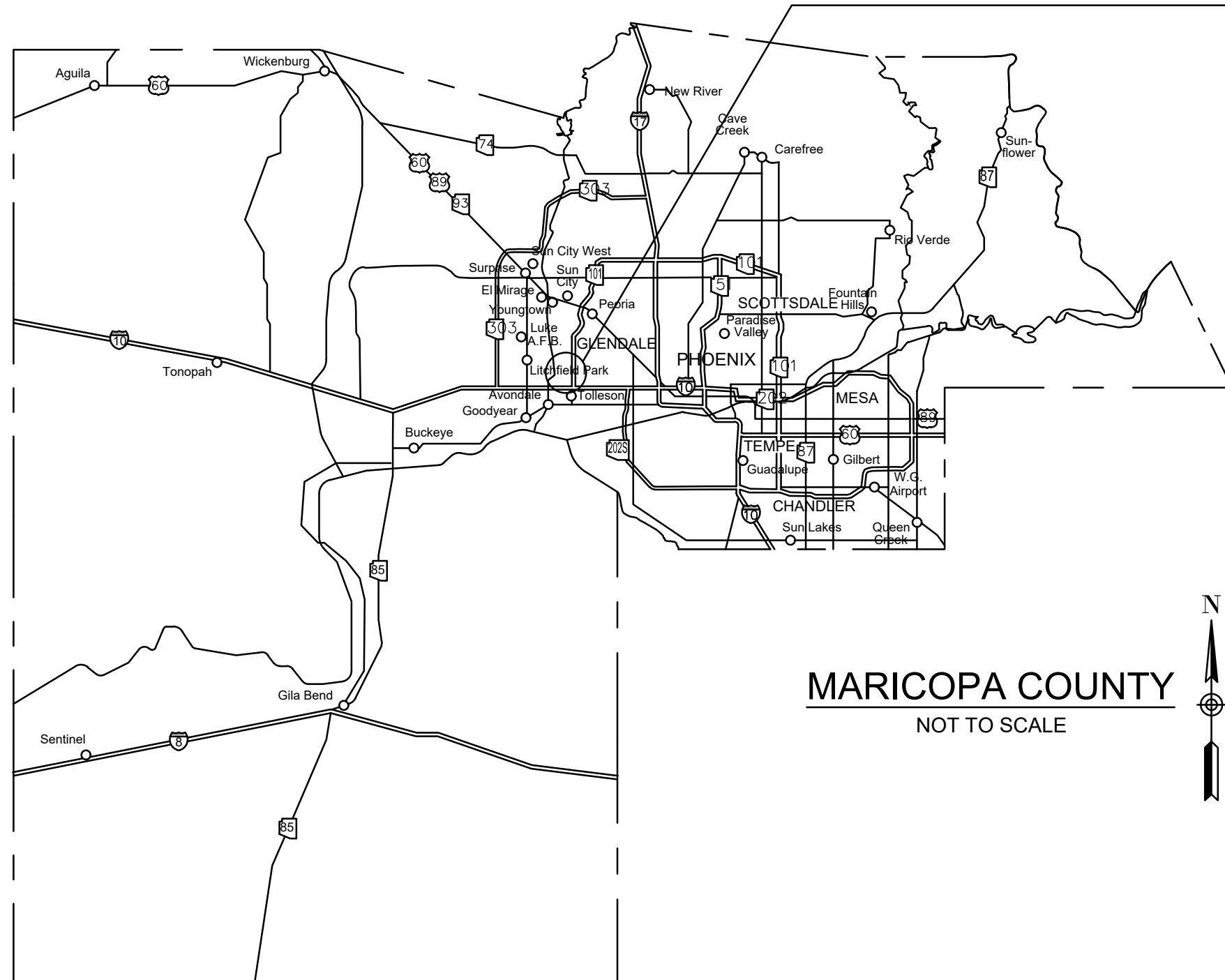
PAVEMENT MARKING NOTES:

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A MCDOT APPROVED TRAFFIC CONTROL PLAN AND ALL TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY FOR THE SAFETY OF THE PUBLIC AND THE WORKERS BEFORE ANY PAVEMENT MARKING LAYOUT BEGINS.
- CONTRACTOR SHALL SPOT THE ENTIRE PROJECT BEFORE APPLYING PAVEMENT MARKINGS. CONTRACTOR TO CALL MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION PROJECT INSPECTOR TO MAKE ARRANGEMENTS FOR INSPECTION PRIOR TO APPLYING PAVEMENT MARKINGS. THE PERMANENT PAVEMENT MARKING PLANS MAY BE MODIFIED AS DIRECTED BY THE ENGINEER OR A DESIGNATED REPRESENTATIVE. ANY PAVEMENT MARKINGS APPLIED BEFORE LAYOUT APPROVAL BY INSPECTOR SHALL BE SUBJECT TO REMOVAL AND RESTRIPING AT THE CONTRACTOR'S EXPENSE.
- ALL NO PASSING ZONES SHOWN ON THE PLANS ARE SUBJECT TO CHANGE IN THE FIELD BY THE COUNTY'S TRAFFIC ENGINEER OR A DESIGNATED REPRESENTATIVE. PAVEMENT MARKINGS QUANTITIES MAY VARY.
- ALL PAVEMENT MARKINGS SHALL BE DONE IN APPROVED THERMOPLASTIC MATERIALS. CROSSWALKS, STOP BARS, HOLDING BARS, AND ALL LONGITUDINAL LINES SUCH AS LANE LINES, EDGE LINES, CENTER LINES, AND TAPER LINES SHALL BE INSTALLED WITH A THICKNESS OF NINETY (90) PAVEMENT MARKINGS IN PAINT -- IF APPROVED -- SHALL BE INSTALLED WITH A THICKNESS OF FIFTEEN (15) MILS. THERMOPLASTIC SHALL NOT BE APPLIED TO CHIP SEAL PROJECTS.
- THERMOPLASTIC PAVEMENT MARKINGS SHALL NOT BE APPLIED TO ANY NEW SUPERPAVE OR MARSHALL ASPHALT PAVEMENT SURFACE WITHIN THE FIRST 72 HOURS.
- THERMOPLASTIC PAVEMENT MARKINGS SHALL NOT BE APPLIED TO ANY NEW ASPHALT-RUBBER PAVEMENT SURFACE WITHIN THE FIRST 30 DAYS AFTER THE PAVEMENT PLACEMENT. THE CONTRACTOR SHALL INSTALL PAINTED TEMPORARY PAVEMENT MARKINGS AT THE LOCATIONS WHERE THERMOPLASTIC PAVEMENT MARKINGS ARE REQUIRED.
- THERMOPLASTIC PAVEMENT MARKINGS SHALL NOT BE APPLIED TO ANY NEW SURFACE TREATMENT (SLURRY SEAL, MICROSURFACING AND OTHER SURFACE TREATMENTS) WITHIN THE FIRST 30 DAYS AFTER PLACEMENT. CONTRACTOR SHALL INSTALL PAINTED TEMPORARY PAVEMENT MARKINGS AT LOCATIONS WHERE THERMOPLASTIC PAVEMENT MARKINGS ARE REQUIRED.
- RAISED PAVEMENT MARKERS WILL BE INSTALLED ON THE NEW PAVEMENT IF RAISED PAVEMENT MARKERS WERE EXISTING WITHIN THE PROJECT.
- FOR CONSTRUCTION PROJECTS WHERE NEW PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AND OBLITERATION IS NECESSARY, IT SHALL BE ACCOMPLISHED BY WATER BLASTING OR OTHER APPROVED METHODS. THE CONTRACTOR SHALL SEAL THE AREA WITH SLURRY AS PER MAG STANDARD, SPECIFICATION 715, WITH EMULSIFIED ASPHALT SLURRY TYPE II OR AS DIRECTED BY THE PROJECT INSPECTOR. THE CONTRACTOR SHALL VERIFY WITH THE MCDOT INSPECTOR OR A DESIGNATED REPRESENTATIVE OF THE TIME LAPSE THE SLURRY WAS APPLIED TO COORDINATE INSTALLATION OF NEW THERMOPLASTIC MARKINGS.
- PAINTING OVER PAVEMENT MARKINGS DOES NOT CONSTITUTE PAVEMENT MARKING OBLITERATION. PAVEMENT MARKING OBLITERATION MAY GO BEYOND DESIGNATED PROJECT LIMITS. PAVEMENT MARKING OBLITERATION SHALL EXTEND AS NEEDED TO ALLOW APPROPRIATE MATCHING OF THE NEW PAVEMENT MARKINGS WITH THE EXISTING PAVEMENT MARKINGS.
- PAVEMENT MARKING DIMENSIONS ARE TO THE CENTER OF STRIPE FOR SINGLE LINES AND TO THE CENTER OF THE SPACE BETWEEN TWO LINES FOR DOUBLE LINES EXCEPT WHERE THERE IS CURB AND GUTTER THE DIMENSION IS TAKEN FORM THE FACE OF CURB.
- ALL SYMBOLS AND WORD LEGENDS SHALL BE PREFORMED PAVEMENT MARKINGS PER THE SPECIFICATION SECTION 462.24.

NOTE:

NO NEW PAVEMENT IS BEING INSTALLED ON THIS PROJECT.

PROJECT NO. TC240153



MARICOPA COUNTY
NOT TO SCALE

PAVEMENT MARKING LEGEND:

4DY20		4" DOUBLE YELLOW LINE WITH TYPE "D" RPMs @ 20' SPACING
4SW40		4" SOLID WHITE LINE WITH TYPE "G" RPMs @ 40' SPACING
4BW40		4" BROKEN WHITE LINE, 10' LINE SEGMENT AND A 30' GAP WITH TYPE "G" RPMs @ 40' SPACING
8SW		8" SOLID WHITE LINE
8SW20		8" SOLID WHITE LINE WITH TYPE "G" RPMs @ 20' SPACING
8DTW		8" DOTTED WHITE LINE WITH A 2' LINE SEGMENT AND A 4' GAP
8SW40		8" SOLID WHITE LINE WITH TYPE "G" RPMs @ 40' SPACING
12SW		12" SOLID WHITE LINE
24SW		24" SOLID WHITE LINE
		12" SOLID WHITE CROSSHATCH 45-DEG ANGLE SPACING PER POSTED SPEED LIMIT=45'



KEYMAP
NOT TO SCALE

ONLY

"ONLY" SYMBOL PER
ADOT M-6



"LEFT TURN ARROW"
SYMBOL PER ADOT M-10



"RIGHT TURN ARROW"
SYMBOL PER ADOT M-10

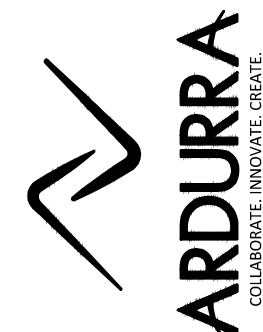


TRAFFIC SIGN



DRAWN BY:	SMD
DESIGNED BY:	SMD
CHECKED BY:	GAF
SHEET DWG:	MCDOT-CV01
DRAWING SCALE(S)	N/A
HORIZ. SCALE(S)	N/A
VERT. SCALE(S)	N/A

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SIGNING AND STRIPING COVER SHEET

99TH AVENUE AND ENCANTO BOULEVARD

SECTION NUMBER

EN

COVER SHEET

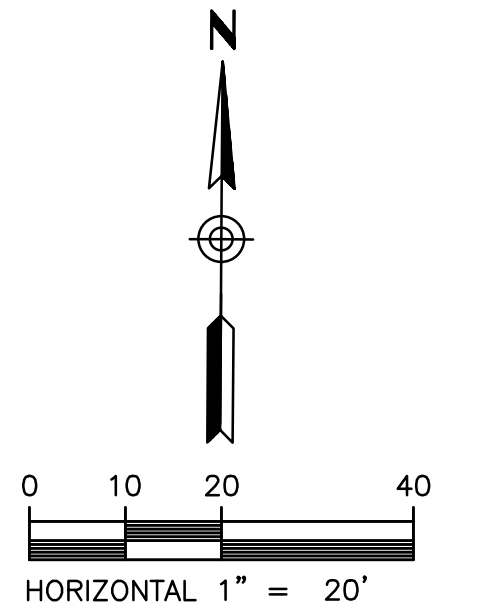
T0206

100% SUBMITTAL
PRELIMINARY
NOT FOR
CONSTRUCTION

FEB 2025

SHEET NUMBER
08 OF 11

PROJECT NUMBER
T0206



DESIGNED BY:	SMD
CHECKED BY:	GAF
SHEET DWG:	SM01
DRAWING SCALE(S)	HORIZ: 1"=20' VERT: N/A

SIGNING AND STRIPING PLAN
PROJECT NAME: 99TH AVENUE AND ENCANTO BOULEVARD
PROJECT NUMBER: T0206
LOCATION: TARRANT

10% SUBMITTAL
PRELIMINARY
NOT FOR
CONSTRUCTION

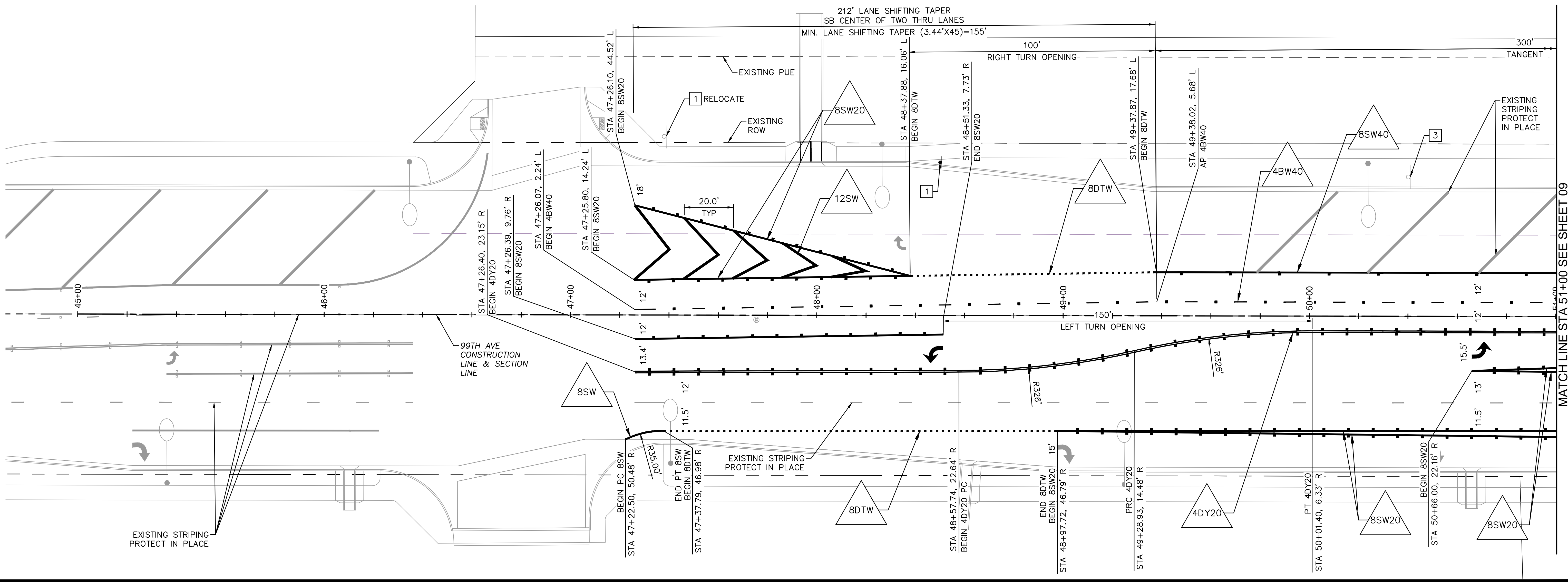
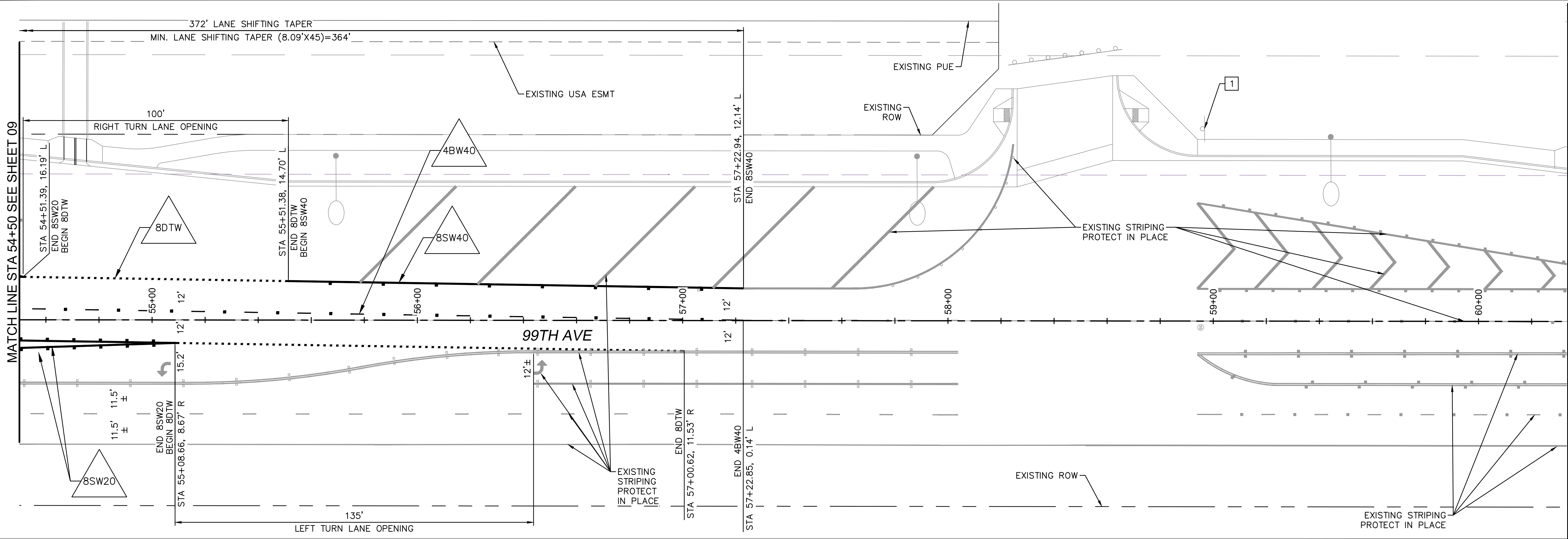
ORIGINAL PLAN DATE
FEB 2025
LATEST REVISION DATE

SHEET NUMBER
09 OF 11
PROJECT NUMBER
T0206

P:\Projects\2024\224018 - 99th Ave & Encanto Traffic Signal\CAD Files\Sheets\224018-SM01-SM02.dwg

SDeshmukh

Feb 20, 2025 - 10:45am



1

RIGHT LANE ONLY

EXISTING SIGNS

STA 47+38, 72.5' L

RELOCATE TO

STA 48+50, 62.2' L

3

SPEED LIMIT 45

EXISTING SIGN

STA 50+40, 56.5' L

PROTECT IN PLACE

0

10

20

40

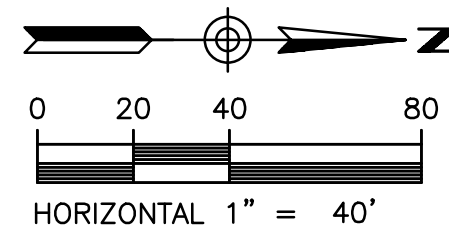
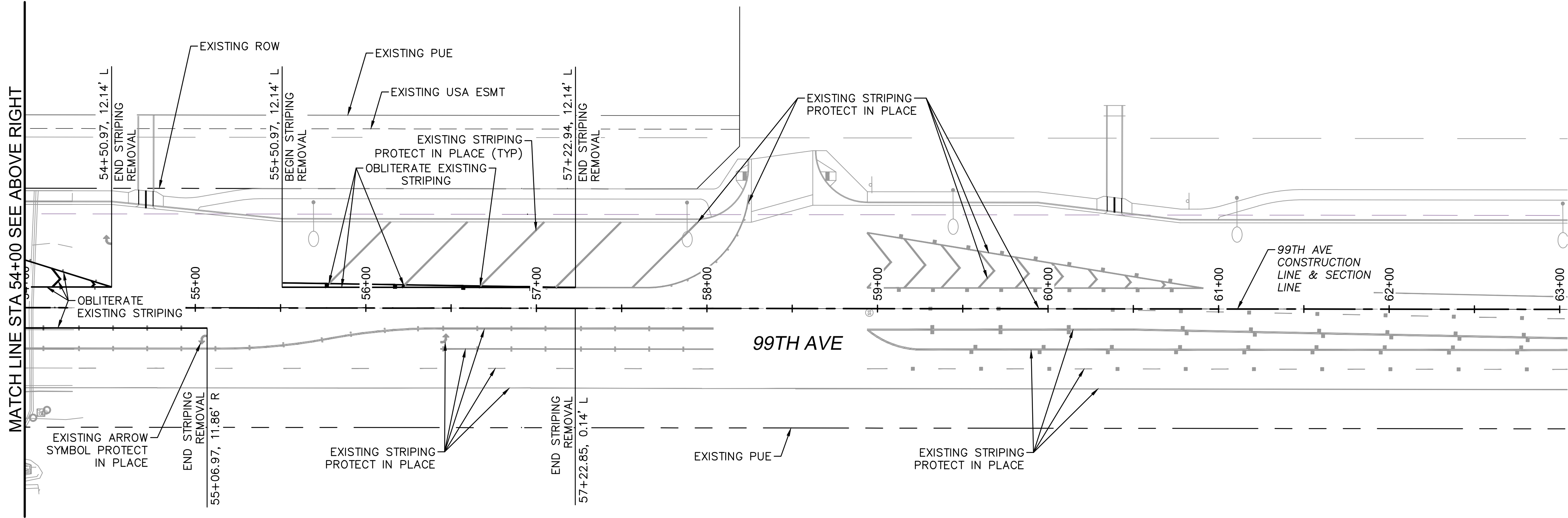
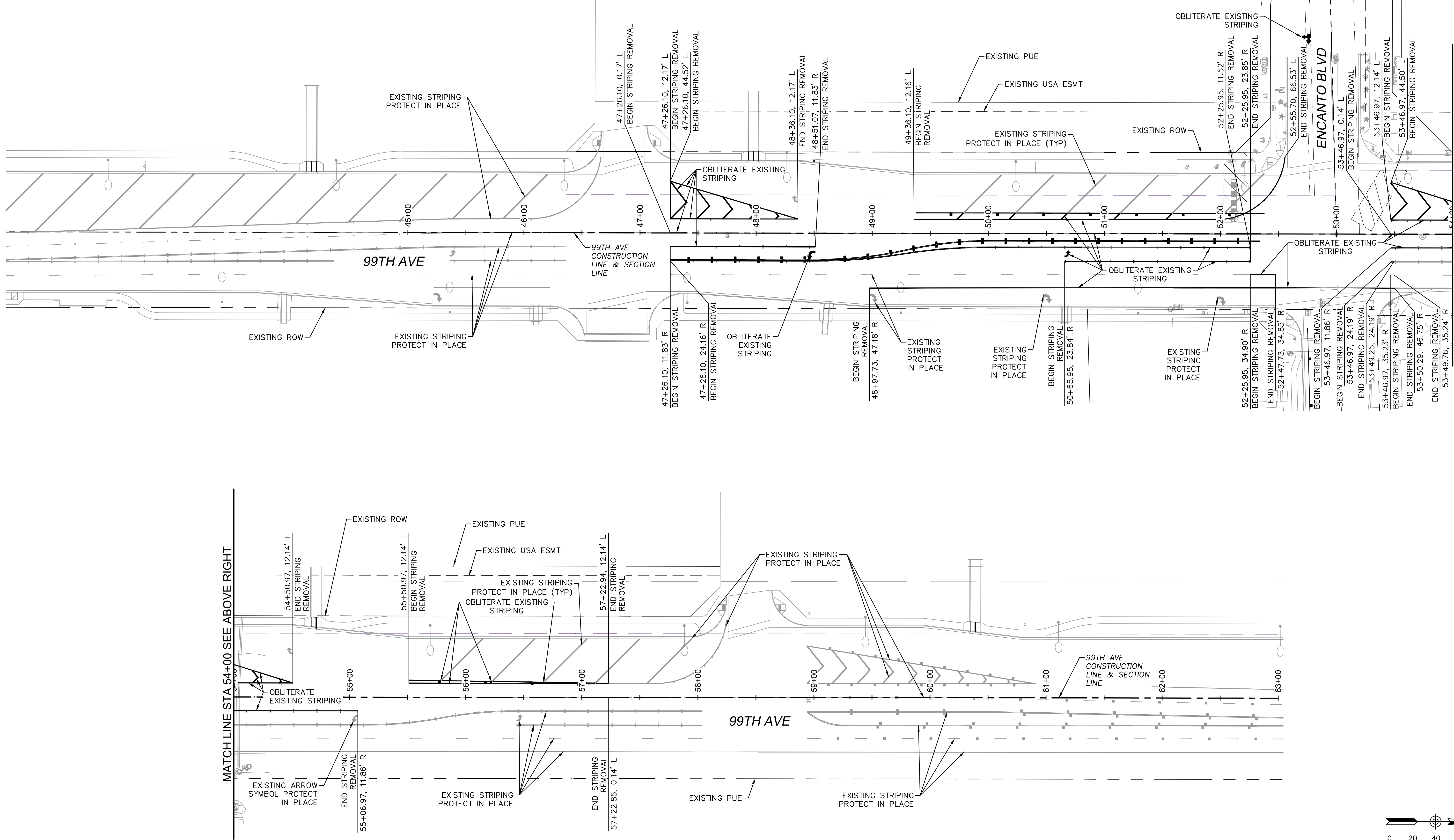
HORIZONTAL 1" = 20'

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811

Call 811 or click Arizona811.com

PROJECT TYPE SIGNING AND STRIPING PLAN		PROJECT NAME 99TH AVENUE AND ENCANTO BOULEVARD	COLLOCATION NUMBER EN
SEAL		PROJECT NUMBER T0206	
100% SUBMITTAL		PRELIMINARY NOT FOR CONSTRUCTION	
ORIGINAL PLAN DATE FEB 2025		LATEST REVISION DATE	
SHEET NUMBER 10 OF 11		PROJECT NUMBER T0206	
DRAWN BY: SMD		DESIGNED BY: SMD	
CHECKED BY: GAF		SHEET DWG: SM02	
HORIZ: 1"=20'		VERT: N/A	



PROJECT TYPE: STRIPING OBLITERATION PLAN		100% SUBMITTAL	
PROJECT NAME: 99TH AVENUE AND ENCANTO BOULEVARD		PRELIMINARY NOT FOR CONSTRUCTION	
PROJECT NUMBER: T0206		ORIGINAL PLAN DATE: FEB 2025	
EN		LATEST REVISION DATE:	
		SHEET NUMBER 11 OF 11	
		PROJECT NUMBER T0206	

DRAWN BY:	SMD
DESIGNED BY:	SMD
CHECKED BY:	GAF
SHEET DWG:	SM03
DRAWING SCALE(S)	HORIZ: 1"=40' VERT: N/A



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ITEM NUMBER: 4.k.

SUBJECT: Resolution 1039-0625 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) – Fiscal Year 2026 Transit Services

MEETING DATE: 6/16/2025

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 Areas: **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 robust public transit system provides essential mobility services for Avondale residents, supports workforce access to employment centers, and attracts new businesses and residents considering Avondale as their future home.

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 continually evaluates and improves its public transit offerings to meet the evolving needs of Avondale's diverse transit user population.

PURPOSE:

City Council will consider a request to adopt Resolution 1039-0625, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2026 (Contract #106-75-2026-14-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Transit Service Agreement

In July 2013, the City of Avondale (the City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide: Fixed Regional Route and Express Route Bus Service; Paratransit Service (a.k.a. Dial-a-Ride); RideChoice Transportation Services; and other considered transit-related services. This Agreement has been amended annually through 2025 to accommodate service cost adjustments and route modifications.

Regional Public Transportation Authority and Maricopa County Association of Governments

The Regional Public Transportation Authority (RPTA) is currently legislatively mandated to implement the transit element of the Regional Transportation Plan developed by the Maricopa Association of Governments (MAG), which encompasses bus operations and capital, and rail capital. This oversight duty will be moving to the Maricopa County Association of Governments (MAG) at the conclusion of the current regional transportation tax, Proposition 400, when it expires at the end of December 2025. The new regional transportation tax, Prop. 479, was passed by regional voters in November 2024 and will continue the half-cent tax for the next 20 years, starting in January 2026 when Prop. 400 expires. The RPTA Board of Directors currently provides oversight of the implementation of the Transit Life Cycle Program (TLCP). City representation is maintained through Council membership on the RPTA Board, while staff participate in monthly operational meetings to provide input to RPTA leadership regarding current TLCP implementation. MAG will take over TLCP implementation efforts in FY27.

DISCUSSION:

This amendment dated July 1, 2025, details the total operational costs for public transportation services and the City's financial responsibility for Fiscal Year 2026.

Express Service

The Valley Metro 563 Express bus connects the new park-and-ride facility at The BLVD with downtown Phoenix, with stops in Buckeye and Avondale. Avondale residents can also utilize the Valley Metro 562 Express bus serving the Goodyear Park-and-Ride. These express routes are administered by RPTA through contracted transportation providers. The total cost for the Express service is \$1,065,989, which is an increase of 32% from last fiscal year. Fares, federal preventative maintenance funds, and federal operating assistance will cover a total of \$554,583, leaving \$511,405 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for Express service is \$0.

Regional Routes

Routes 3 (Van Buren) and 17 (McDowell) serve the City of Avondale and are managed by the City of Phoenix through contracted transportation providers. The total cost for Regional Routes is \$1,748,242, which is an increase of 9% from last fiscal year. Fares will cover \$34,058, leaving \$1,714,185 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for regional routes will be \$0.

Regional Paratransit Service (Dial-a-Ride)

Valley Metro operates the Regional Dial-a-Ride service to ensure that ADA certified residents who cannot use fixed-route transit services can make trips in a safe, comfortable, and equitable manner through a door-to-door service for eligible residents. The total cost for the Dial-a-Ride service is \$223,072, a decrease of 43% from last fiscal year. Fares in the amount of \$8,904, federal operating assistance in the amount of \$107,084, and a portion of regional ADA funds dedicated to Avondale in the amount of \$107,084 will decrease the cost to the City. The City's cost share for Regional Paratransit Service will be \$0. Depending on the demand or lack of demand, this cost could increase or decrease. This demand will be reconciled at the end of the fiscal year.

RideChoice

RideChoice offers ADA-certified riders a non-shared transportation alternative with monthly ride limitations. As detailed in Schedule D, the total cost for RideChoice services is \$527,666. Fares in the amount of \$35,948, federal operating assistance in the amount of \$245,859, and the remaining balance of ADA regional funds dedicated to Avondale in the amount of \$225,364 will decrease the cost to the City. The City's cost share for RideChoice will only be \$20,495. Just like regional paratransit service, this cost could increase or decrease depending on resident demand and will be reconciled at the end of the fiscal year.

Americans with Disabilities Act (ADA) Public Transportation Funds

For FY2026, Schedule E indicates that \$332,448 in Public Transportation Funds (PTF) from the regional transportation tax (Prop. 400/Prop. 479) will be available to support ADA-mandated transportation services in Avondale, like regional paratransit and RideChoice services. This funding will cover eligible ADA trip costs for these two programs.

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2026 Valley Metro services is \$20,495. This amount has been incorporated into the Public Works Fiscal Year 2026 budget.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1039-0625, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2026 (Contract #106-75-2026-14-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza

RESOLUTION NO. 1039-0625

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

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2026-14-00 (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1039-0625

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 106-75-2026-14-00

This Amendment dated July 1, 2025, amends the following items of the Transit Services Agreement Contract #106-75-2025 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1, 2016, as amended by that certain Amendment dated July 1, 2017, as amended by that certain Amendment July 1, 2018, as amended by that certain Amendment March 19, 2019, as amended by that certain Amendment July 1, 2019, as amended by that certain Amendment August 28, 2019, as amended by that certain Amendment dated July 1, 2020, and as amended by that certain Amendment date July 1, 2021, and as amended by that certain Amendment dated July 1, 2022, and as amended by that certain Amendment dated July 1, 2023, and as amended by that certain Amendment dated July 1, 2024, (collectively, the “Agreement”).

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2024.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2024.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2024.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2024.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2024.

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

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF AVONDALE

By: _____
Mike Pineda, Mayor

By: _____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____
Nicholle Harris, City Attorney

SCHEDULE “A” – REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$2,225,590.00** (including express)

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

FY26 Fixed Route Bus Estimate

RPTA Operated in the City of Avondale

PTF Funded

Funding		PTF					
Hastus		Avon					
Route	Level	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
562	W	6,968	\$225,890	(\$1,439)	(\$7,519)	(\$108,466)	\$108,466
563	W	25,913	840,098	(6,258)	(27,963)	(402,939)	402,939
Grand Total		32,880	\$1,065,989	(\$7,697)	(\$35,481)	(\$511,405)	\$511,405

FY26 Fixed Route Bus Estimate

Phoenix Operated in the City of Avondale

PTF Funded

Funding		PTF				
		Route	Level	Annual Miles	Gross Cost	Net Cost
		3*	W	77,232	\$887,399	\$871,520
		3*	S	7,875	90,480	88,624
		17*	W	61,220	703,423	689,005
		17*	S	5,826	66,940	65,037
Grand Total				152,152	\$1,748,242	(\$34,058)

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

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICES COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, the Regional Public Transportation Authority estimates the City of Avondale will pay RPTA a total of **\$0.00** for the provision of paratransit services. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY26 Paratransit Service Funded by City of Avondale

	<u>Paratransit</u>
Trips	
Paratransit Trips	2,356
Total	2,356
 Cost:	
Contractor Transportation Cost	\$209,934
RPTA Salaries, Fringes & OHD	\$13,138
Total Gross Program Cost	\$223,072
 Total Fare Revenue	(\$8,904)
Federal Operating Assistance	(\$107,084)
Total Net Program Cost Before PTF	\$107,084
 PTF Balance Available	\$332,448
PTF Applied	\$107,084
 Member City Contributions:	
Paratransit Service	\$0
Total Member City Contribution	\$0

SCHEDULE “D” – RIDE CHOICE TRANSPORTATION SERVICES COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, the City of Avondale will pay the Regional Public Transportation Authority a total of **\$20,495.00**, for the provision of ridechoice services. This payment will be broken into monthly installments of **\$1,707.92**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 RideChoice Service Funded by City of Avondale

	<u>RideChoice</u>
Trips:	
RideChoice Trips	12,104
Total Trips	12,104
Cost:	
Contractor Transportation Cost	\$497,625
RPTA Salaries, Fringes & OHD	\$30,041
Total Gross Program Cost	\$527,666
Total Fare Revenue	(\$35,948)
Federal Operating Assistance	(\$245,859)
Total Net Program Cost before PTF	\$245,859
PTF Balance Available	\$225,364
PTF Applied	\$225,364
Member City Contributions:	
Ride Choice Service	\$20,495
Total Member City Contribution	\$20,495

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2025 to June 30, 2026, the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **\$332,448.00**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

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

Maximum amount: **\$332,448.00**

ITEM NUMBER: 4.1.

SUBJECT: Resolution 1040-0625 - Amendment No. 4 to the Intergovernmental Agreement with Maricopa County HOME Consortium

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Christopher Lopez, Director, Neighborhood and Family Services

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

Providing supportive services for the homeless plays a key role in creating a sustainable community by addressing the root causes of homelessness, improving public health and safety, reducing economic strain, and promoting social cohesion. Specifically, supportive services stabilize vulnerable populations, improve public health and safety, and encourage long-term solutions over quick fixes. Supportive services help people rebuild their lives.

PURPOSE:

City Council will consider a request to adopt Resolution 1040-0625, authorizing Amendment No. 4 to the Intergovernmental Agreement (IGA) with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) in the amount of \$371,794 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 May 2005, the City Council adopted Resolution 2485-05 which allowed the City to enter into the Maricopa County HOME Consortium (Consortium) with Maricopa County and eight other municipalities in the Valley. As a consortium member, the City is entitled to a portion of the Consortium's annual allocation of HOME funds from the U.S. Department of Housing and Urban Development (HUD).

On March 10, 2021, the County and the City entered into an IGA (Contract No. C-22-21-093-X-00) to provide the City with Program Year 2020 HOME funds in the amount of \$206,370 for the Avondale Homebuyer Assistance Program. Amendment No. 1 (Contract No. C-22-21-093-X-01) was subsequently executed on February 9, 2022, to extend the agreement through September 30, 2025, and provide Program Year 2021

funds in the amount of \$211,296 for the City's single-family, owner-occupied housing rehabilitation program (Avondale Home Repair Program) and the Avondale Homebuyer Assistance Program.

The County and the City entered into Amendment No. 2 on December 20, 2023 (Contract No. C-22-21-093-X-02) to provide HOME Program Year 2022 funds in the amount of \$231,257 to administer a Tenant-Based Rental Assistance (TBRA) program. The TBRA Program offers move-in assistance in the form of security and utility deposits for income-eligible Avondale residents. Amendment No. 2 also allocated Program Year 2023 HOME funds in the amount of \$214,593 to the Avondale Homebuyer Assistance Program.

The County and the City entered into Amendment No.3 on or about March 27, 2025 (Contract No. C-22-21-093-X-03). The Amendment extended the Agreement termination date through September 30, 2027. Amendment No. 3 allocated Program Year 2024 funds in the amount of \$199,777 to the Avondale Home Repair Program and extended the termination date through September 30, 2027. The total contract funding from the Maricopa HOME Consortium for Program Years 2020-2023 is \$1,435,087.

DISCUSSION:

Amendment No. 4 is required for the City to receive its share of the HOME-ARP funding allocation for Program Year 2021. Amendment No. 4 provides \$371,794 for the City to deliver eligible supportive services, including case management, navigation services and housing case management, to qualified homeless residents. Amendment No. 4 extends the termination date through September 30, 2028.

BUDGET IMPACT:

This item will require a budget transfer from the contingency account for FY2026.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution authorizing Amendment No. 4 to the original IGA executed on April 21, 2021 (Contract No. C-22-21-093-X) with Maricopa County that allows the City to receive an allocation of federal funding under the HOME Investment Partnerships Act- American Rescue Plan in the amount of \$371,794 for Program Year 2021 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Regina Marette, Housing and Community Development Manager

RESOLUTION NO. 1040-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

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

SECTION 1. The Amendment No. 4 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to the delivery of eligible supportive services to qualified residents who are experiencing homelessness or at risk of homelessness through the HOME Investment Partnerships Program (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 necessary to cause the execution of the Amendment and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1040-0625

[Agreement]

See following pages.

AMENDMENT NO. 4 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Avondale ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about April 21, 2021. The purpose of the Agreement is for the City to provide down payment, closing costs, principal reduction, and other appropriate assistance to eligible first-time homebuyers. The County provided the City with \$206,370 in Program Year (PY) 2020 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Agreement term is March 10, 2021, through September 30, 2024. All work performed or cost incurred or expended shall be reimbursable through September 30, 2024. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about February 9, 2022. The Amendment extended the Agreement termination date through September 30, 2025. The Amendment also added agreement required language specific to: Whistleblower Rights; Force Majeure; Administrative Change Orders; and Compensation. The County provided the City an increase in funding in the amount of \$211,296 PY21 HUD HOME funds. The Agreement funding amount increased to \$417,666. The Amendment added two (2) Work Statements 2021 Work Statement A, and 2021 Work Statement B which addressed the following:

- 2021 Work Statement A - the City to provide single family, owner-occupied housing rehabilitation assistance to qualified low-income households. The County provided the City with \$179,706 PY21 HOME funds. All work performed, or costs incurred or expended shall be reimbursable through September 30, 2024.
- 2021 Work Statement B - the City to provide down payment, closing costs, principal reduction, and other appropriate assistance to eligible first-time homebuyers. The County provided the City with \$31,590 PY21 HOME funds. All work performed or costs incurred or expended shall be reimbursable through September 30, 2025.

The parties fully executed Amendment No.2 on or about December 20, 2023. The Amendment updated the County point of contact and added agreement required language. The County provided the City an increase in funding in the amount of \$445,850 in PY22 and PY23 HUD HOME funds. The Amendment added two (2) Work Statements: 2022 TBRA Work Statement and 2023 Work Statements which addressed the following:

- 2022 TBRA Work Statement - For the City to administer the Tenant Based Rental Assistance (TBRA) Program for qualified families in need. The County provided the City with \$231,257 in PY22 HOME Investment Partnerships Program (HOME) funds under ALN 14.239. All work performed or cost incurred expenses shall be reimbursed through September 30, 2025.

- 2023 Work Statement - For the City to provide assistance to eligible first-time homebuyers. The County provided the City with \$214,593 in PY23 HOME Investment Partnerships Program (HOME) funds under ALN 14.239. All work performed or cost incurred or expensed shall be reimbursable through September 30, 2025.

The parties fully executed Amendment No.3 on or about March 27, 2025. The Amendment extended the Agreement termination date through September 30, 2027. The Amendment updated the County point of contact and added agreement required language. The 2022 TBRA Work Statement was revised in the Amendment. The Amendment added "2024 Work Statement" to the Agreement which addressed the following:

- 2024 Work Statement- For the City to provide single family, owner-occupied housing rehabilitation assistance to qualified low-income households. The County shall provide the City with \$199,777 for the Work Statement activities provided by PY24 HUD HOME Investment Partnerships Program (HOME) funds under ALN 14.239. All work performed or cost incurred or expensed shall be reimbursable through September 30, 2027.

II. The Parties agree to enter into this Amendment No. 4 to amend the Agreement as follows:

A. Extend the Agreement termination date through September 30, 2028.

B. Revise Section III (Work Statement) to address the following:

1. Add an additional Work Statement hereinafter referred to as "2021 Home-ARP Work Statement" attached and incorporated into the Agreement. The 2021 Home-ARP Work Statement is for the City to deliver eligible supportive services to qualified residents. The County shall provide the City with \$371,794 for the Work Statement activities provided by PY21 HUD HOME Investment Partnerships Program-American Rescue Plan Act (HOME-ARP) funds under ALN 14.239. All work performed or cost incurred or expensed shall be reimbursable through September 30, 2028.

C. The Agreement funding amount shall be increased from \$1,063,293 to \$1,435,087.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 4. The Agreement is amended to incorporate the changes contained in this Amendment No. 4. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 4 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 4 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment: No. 4:

FOR CITY OF AVONDALE:**FOR MARICOPA COUNTY:**

Mike Pineda, Mayor Date

Thomas Galvin Date
Chairman, Board of Supervisors

Attestation:

Attestation:

Marcella Sarmiento, City Clerk Date

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

MARICOPA COUNTY
Work Statement – HOME-ARP Supportive Services
Program Year 2021 HOME Investment Partnerships Program – American Rescue Plan
(PY21 HOME-ARP)

Consortium Member: City of Avondale, Arizona
 UEI: GDTNM5BLN9Y4
 FAIN: M-21-DP-04-0227
 Federal Award Date: 09/20/2021
 HOME-ARP Funds: \$371,794.00 (\$300,000.00 from entitlement and \$71,794.00 from admin)
 Activity Type: Supportive Services
 Activity Name: Avondale HOME-ARP Supportive Services Program

1. FUNDING:

HOME-ARP	HOME-ARP ADMIN	TOTAL
\$300,000.00	\$71,794.00	\$371,794.00

2. DETAILED SCOPE OF WORK:

- Consolidated Plan Goal as it relates to this activity: High Priority
- Type of assistance to be provided with HOME-ARP funds: the City of Avondale will expend all HOME-ARP funds on program administration and supportive services to benefit qualified populations in accordance with HUD CPD Notice CPD-21-10 (the "Notice"). These services may include all those identified as eligible in the Notice under Section VI.D.3.a (McKinney-Vento Supportive Services), Section VI.D.3.b (Homelessness Prevention Services) and Section VI.D.3.c (Housing Counselling Services).

3. ACTIVITY GOALS:

Activity Goal	ACTIVITY GOALS			
	Development of Affordable Rental Housing	Supportive Services	Acquisition and Development of Non-Congregate Shelters	Tenant Based Rental Assistance
Estimated Number of New Units/ Beds Developed	NA	0	NA	NA
Estimated Number of Households to Benefit	NA	55	NA	NA

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
Case management, navigation services and housing case management. Ability to verify homelessness.	Comprehensive homelessness response to include supportive services allowable under HUD CPD Notice 21-10.	Approximately 55 households/ families will be provided with services determined on a case-specific basis.	Comprehensive services and case management will result in lower levels of homelessness and increased levels of self-sufficiency for clients.	Reduction in levels of homelessness and an increase in household self-sufficiency.

5. QUALIFIED POPULATIONS OF PROPOSED BENEFICIARIES

Qualified Populations	Number Individuals	Number of Families
Homeless		25
At Risk of Homelessness		30
Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking		
Other Populations: (1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness		
Other Populations: (2) At Greatest Risk of Housing Instability		
Veterans and Families that include a Veteran Family Member (that meet one of the preceding populations)		
TOTAL	0	55

(Only required for Development of Affordable Housing)

HOME-ARP Rental Housing Occupancy Requirements	Number of Units	Total Number of Units	Percentage of Units
HOME-ARP Units assisted based on status as qualifying household (Minimum 70%)	NA	NA	NA
HOME-ARP Units assisted based on income eligibility (not to exceed	NA	NA	NA

30%)			
TOTAL	NA	NA	NA

6. PREFERENCES AMONG QUALIFYING POPULATIONS, REFERRAL METHODS, AND SUBPOPULATIONS:

1. Identify the intent to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Subrecipient shall provide (1) one full-time personnel, a Family Housing Support Navigator (hereinafter as "Navigator"). The Navigator will coordinate services and resources for families (households with at least one minor dependent) experiencing homelessness or at Risk of Homelessness in Avondale.

2. Referral Methods for Project or Activity:

Referrals to the program will come from Avondale Schools and or Avondale Resource Center. Families that are currently experiencing homelessness or at risk of homelessness will be eligible for services. The program will utilize the McKinney Vento definition of homelessness, those meeting HUD's Definition of Literally Homeless will be prioritized for services.

3. Waitlist Procedures:

If referrals exceed program capacity the program will maintain a waitlist internally sorted by date of referral and current living situation.

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
City Council Approval of IGA Amendment with Maricopa County		06/02/2025
Maricopa County Board of Supervisors approval of IGA Amendment		06/11/2025
Environmental Review Completed		10/26/2022
Subrecipient agreement/contract executed	06/2025	
25% expenditure of funds		06/30/2025
50% expenditure of funds		06/30/2026
75% expenditure of funds		06/30/2027
100% expenditure of funds		06/30/2028
Final reporting/project completion		08/15/2028

Any change to the Timeline shall need to be submitted to and approved by Maricopa County. The expenditure deadline for this scope of work will be 9/30/2028.

8. ACTIVITY BUDGET SUMMARY:

COSTS	HOME-ARP FUNDS	HOME-ARP ADMIN	Additional Sources* (defined in Table 9)	TOTAL COST
Supportive Services –	\$300,000.00	\$0.00	\$0.00	\$300,000.00

Administration –	\$0.00	\$71,794.00	\$0.00	\$71,794.00
TOTAL	\$300,000.00	\$71,794.00	\$0.00	\$371,794.00

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
	\$0	\$0
	\$0	\$0
	\$0	\$0
TOTAL	\$0	\$0

10. MATCH:

Matching Contribution Requirements: The requirements of 24 CFR 92.218 through 24 CFR 92.222 and any other requirements for matching contributions in 24 CFR part 92 shall not apply to HOME-ARP funds, as subsection (c)(1) of ARP states that the underlying statutory requirement at section 220 of NAHA (42 U.S.C. 12750) does not apply to HOME-ARP funds.

11. ADDITIONAL PROJECT OR ACTIVITY INFORMATION:

1. All HOME-ARP activities will comply with the guidance provided in Notice CPD-21-10: Requirements for Use of Funds in the HOME-ARP Program, as amended.
2. Eligible expenses include costs associated with the following:
 - a. Costs under either of the McKinney Vento Supportive Services and Homelessness Prevention Services categories include costs associated with the following services:
 - i. child care; education services; employment assistance and job training; food; housing search and counseling services; legal services; life skills training; mental health services; outpatient health services; outreach services; substance abuse treatment services; transportation; case management; mediation; credit repair; landlord/tenant liaison services; services for special populations (i.e. victim services or other services eligible under the Notice); financial assistance costs; and; short and medium term financial assistance for rent.
 - b. Costs associated with housing counseling services as defined at 24 CFR 5.100 and 5.111 are eligible under HOME-ARP. Eligible costs are those associated with the services listed in 24 CFR 214 and include, but are not limited to:
 - i. Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME-ARP program participants; development of a housing counseling workplan ; marketing and outreach; intake; financial and housing affordability analysis; action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s); and; follow-up communication with program participants.

3. Oversight of eligible costs: All supportive service costs paid for by HOME-ARP must comply with the requirements of this Notice, including requirements in 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable.
4. Termination of assistance to program participants: The PJ may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the PJ. Termination under this section does not bar the PJ from providing further assistance at a later date to the same individual or family under this Notice.
 - a. *Due process:* The PJ must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the PJ must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
 - i. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 - ii. Written notice to the program participant containing a clear statement of the reasons for termination;
 - iii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - iv. Prompt written notice of the final decision to the program participant.During this process, the PJ must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the PJ must provide meaningful access to persons with LEP.
5. Methods and instruments used for ensuring affordability: Not applicable. The City of Avondale will not undertake any activities with HOME-ARP funds that require compliance with a period of affordability.

ITEM NUMBER: 5.a.

SUBJECT: Public Hearing - Series 10 (Beer and Wine Store) Liquor License - BLVD Mart

MEETING DATE: 6/16/2025

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:

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

PURPOSE:

City Council will open a public hearing and consider a request to recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maan Nawfal Ghazool for the sale of alcohol at the proposed BLVD Mart located at 645 N Avondale Boulevard #100 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

BLVD Mart is a proposed new establishment that will be located at 645 N Avondale Boulevard in Avondale. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises. The establishment is outside of the state-mandated 300-foot separation requirement from schools.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire and Development Services Departments have reviewed the application and their comments are attached.

The applicant sought and received City permission to develop a “specialty retail” or “retail” business on the site. The Avondale Zoning Ordinance, in Section 28-91(e) (the land use table for the BLVD) allows specialty retail “excluding liquor stores, thrift stores and surplus stores” and small-scale retailing of new merchandise “excluding liquor stores, discount stores, and grocery stores.” The Avondale Zoning Ordinance defines the term “specialty retail” to mean “retail establishments that specialize in one (1) type or line of merchandise. Such establishments could include, but are not limited to, apparel stores, jewelry stores, bookstores, or

stationary stores.” Avondale City Code § 28-15.

The Applicant’s request for a Liquor License shows the development as a “Convenience Store,” and communications from the Applicant indicate that the proposed BLVD Mart is a “smoke shop” that will be selling cigars, beer and wine. This is a departure from the plan presented to and approved by the City, and the proposed development would violate the Avondale Zoning Ordinance. Furthermore, the land use matrix for the BLVD does not specifically allow any of the uses proposed by the applicant in the BLVD Zoning District, and “uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited by the applicable zoning district.” For these reasons, the Development Services Department is recommending denial.

BUDGET IMPACT:

As of June 4, 2025, the company has not yet paid the liquor license application fee of \$250.

RECOMMENDATION:

Staff recommend City Council recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maan Nawfal Ghazool for the sale of alcohol at the proposed BLVD Mart located at 645 N Avondale Boulevard #100 in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 05/08/2025 @ 02:24:32 PM

Local Governing Body Report

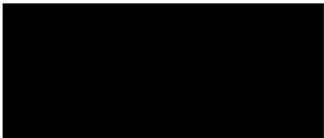
LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	BLVD MART		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	645 N AVONDALE BOULEVARD #100 AVONDALE, AZ 85323 USA		
Mailing Address:			
Phone:			
Alt. Phone:			
Email:			

AGENT

Name:	MAAN NAWFAL GHAZOOOL
Gender:	Male
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	BLVD EXPRESS LLC		
Contact Name:	MAAN NAWFAL GHAZOOOL		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23761942	State of Incorporation:	AZ
Incorporation Date:	12/14/2024		
Correspondence Address:			
Phone:			
Alt. Phone:			
Email:			

both Day
7-7-2025

Officers / Stockholders

Name:	Title:	% Interest:
MAHER NAWFAL GHAZOOL	Mgr-Member	50.00
MAAN NAWFAL GHAZOOL	Mgr-Member	50.00

BLVD EXPRESS LLC - Mgr-Member

Name: MAHER NAWFAL GHAZOOL
Gender: Male
Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

BLVD EXPRESS LLC - Mgr-Member

Name: MAAN NAWFAL GHAZOOL
Gender: Male
Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 338737
Application Type: New Application
Created Date: 03/14/2025

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
~~none~~ Legacy Traditional School
12320 W. Van Buren St Avondale AZ
1.7 miles. 85323
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
property owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
45 days

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Alien Status.pdf	03/14/2025
MISCELLANEOUS	Maan ID.jpg	03/14/2025
MISCELLANEOUS	Maher ID.jpg	03/14/2025
DIAGRAM/FLOOR PLAN	Floor Plan Avondale.pdf	03/14/2025
QUESTIONNAIRE	Personal Information.pdf	03/14/2025
	Blvd Mart.pdf	04/28/2025



ARCHICON
ARCHITECTS

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Suite 100
Avondale, AZ 85323
Tel: 623.434.1111
Fax: 623.434.1112
www.archicon.com

C-STORE TENANT IMPROVEMENT CONVENIENCE STORE
avid Hotel / Retail Development
645 N 114 AVE
AVONDALE, ARIZONA 85323

PROJECT NO: 2010-001
PROJECT NAME: AVID HOTEL / RETAIL DEVELOPMENT
OWNER: AVID HOTEL / RETAIL DEVELOPMENT
DATE: 01/11/2010

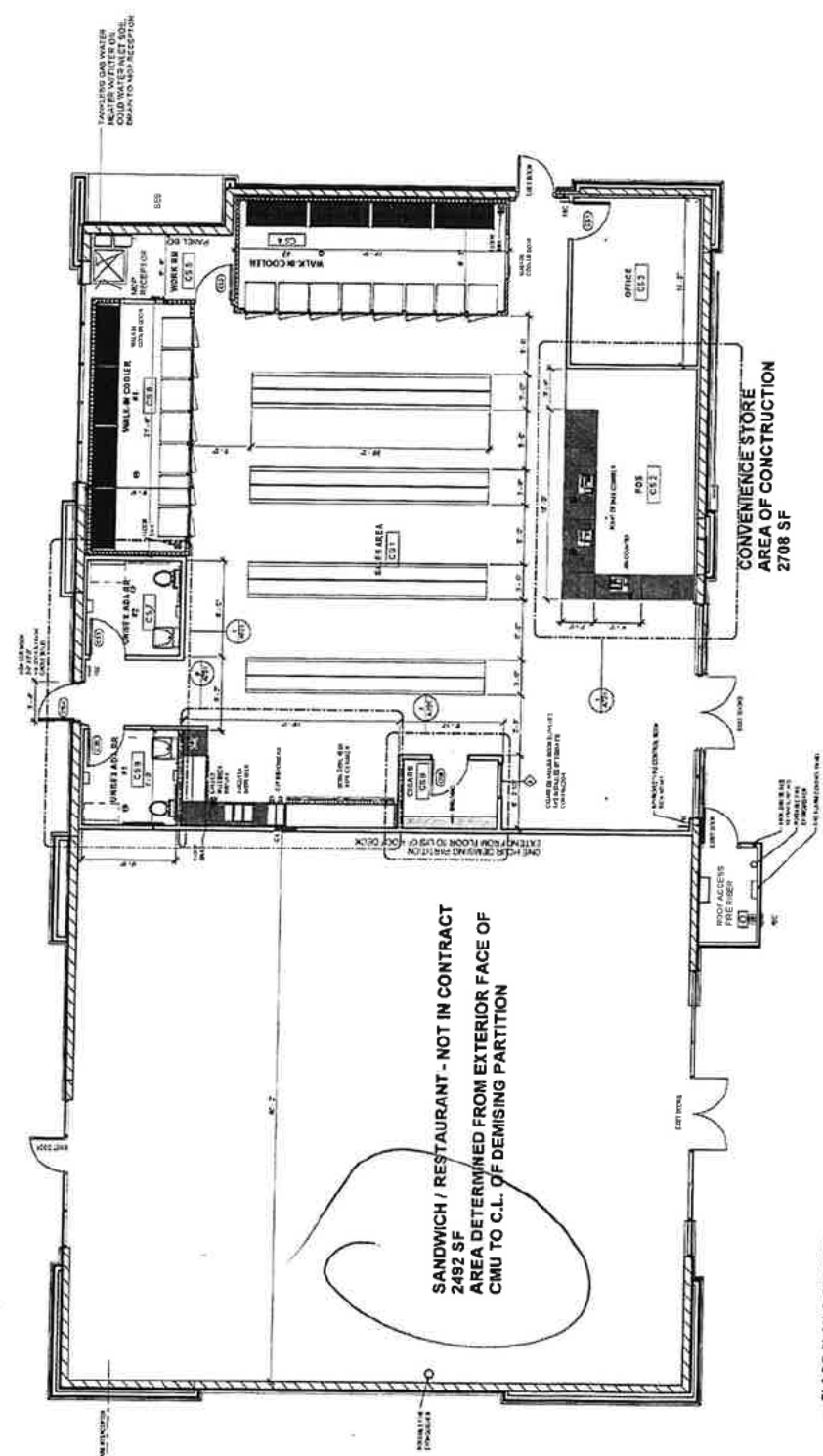
DESCRIPTION
CONVENIENCE STORE

SCALE
1/8" = 1'-0"

A201

AP 12/28/10

APPROVED
By: [Signature] Date: 12/28/10



1 FLOOR PLAN C-STORE TI

25 3 24 11:47 AM 7/21



Fee:

Job #

Date Accepted:

CSR:

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: GHAZOOOL MAAN MAANFAL
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record)
- Driver's License #: [REDACTED] State Issued: Arizona
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [REDACTED]
- Email address: Mghazool@gmail.com
- Home Address: [REDACTED] Phoenix AZ 85054
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: [REDACTED]
- Business Name (doing business as): Blvd Mart
- Business Address: 645 N. Avondale Blvd, Avondale AZ 85323
Suit 100

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: MAHER GHAZOOL

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☒
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) MAAN GHAZOOL hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 3-14-2025

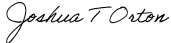
I, Maan Nawfal Ghazool, am a controlling person and agent for liquor license #010070032433 (GO SNAP SHOP) located in 830 W. Broadway Rd, Tempe, AZ 85282. This is the only liquor license I have been a controlling person and agent of in the past 5 years in the State of Arizona. I will be managing the day-to-day operations for BLVD Express and have already attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years.

Dated: 4/25/2025

Signature:

/s/

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Maan Nawfal Ghazool
Business Name	BLVD Mart
Business Address	645 N Avondale Blvd, #100
Department Comments	
The following uses are not permitted in The BLVD zoning district (Park Avenue subdistrict), and are not listed in The BLVD land use matrix: Convenience store Smoke shop Beer and/or wine store Therefore, staff recommends denial of the liquor license.	
☐ Police Department ☒ Development Services	
☐ Fire Department ☐ Finance Department	
☐ Approved ☒ Denied	
 _____ E-Signature Joshua T Orton _____ Name	Lead Senior Planner _____ Title 05/29/2025 _____ Date

This license is scheduled for the City Council Meeting on: June 16, 2025

Please complete form by: June 2, 2025

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Maan Nawfal Ghazool
Business Name	BLVD Mart
Business Address	645 N Avondale Blvd, #100
Department Comments	
No active business license found.	
☐ Police Department	
☐ Fire Department	
☐ Development Services	
☒ Finance Department	
☐ Approved	
☒ Denied	
 Rosa Santacruz (Jun 3, 2025 09:35 PDT)	Customer Service Supervisor
E-Signature	Title
Rosa Santacruz	06/03/2025
Name	Date

This license is scheduled for the City Council Meeting on: June 16, 2025

Please complete form by: June 2, 2025

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Maan Nawfal Ghazool
Business Name	BLVD Mart
Business Address	645 N Avondale Blvd, #100
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L.Scott Miller</u> L.Scott Miller (May 19, 2025 09:52 PDT)	Fire Marshal
E-Signature	Title
<u>L. Scott Miller</u>	<u>05/19/2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: June 16, 2025

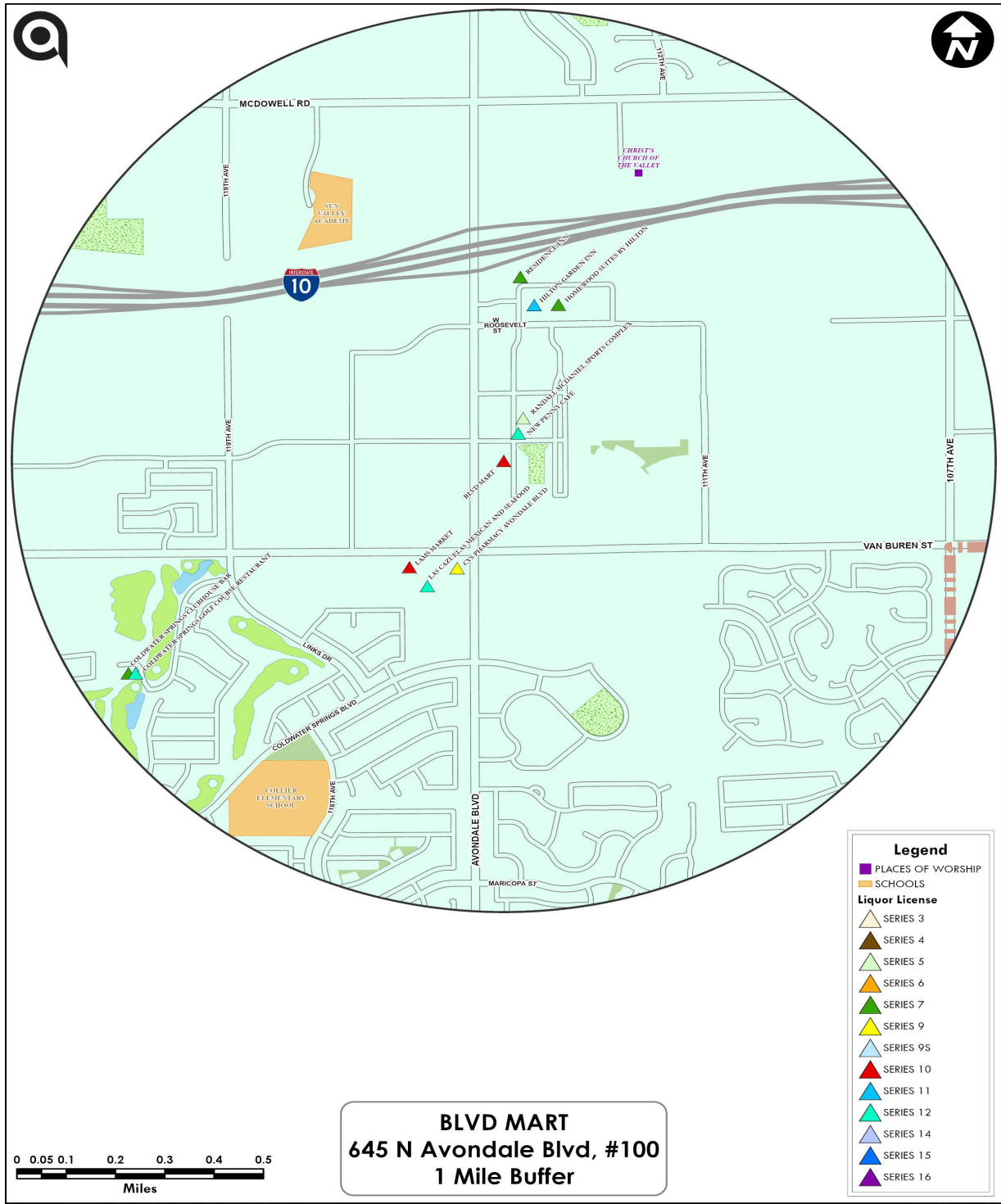
Please complete form by: June 2, 2025

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Maan Nawfal Ghazool
Business Name	BLVD Mart
Business Address	645 N Avondale Blvd, #100
Department Comments	
No Concerns	
☒ Police Department ☐ Fire Department ☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Varney Lopez</u> Varney Lopez (May 15, 2025 12:47 PDT) E-Signature	Lieutenant Title
Varney Lopez Name	05/19/2025 Date

This license is scheduled for the City Council Meeting on: June 16, 2025
Please complete form by: June 2, 2025

GIS MAP



ITEM NUMBER: 5.b.

SUBJECT: Public Hearing and Ordinance 2023-0625 - Avondale 10 Rezone - Application PL-24-0221

MEETING DATE: 6/16/2025

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 PLAN: Creative and Sustainable Community Development

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2023-0625, approving a request by Jessica Sarkissian of Upfront Planning and Entitlements LLC, to rezone an approximately 8.73 net acre property located approximately 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage roads and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Avondale 10 PAD will allow for a 37-lot single-family residential development with a density of approximately 4.0 dwelling units per acre. The Council will take appropriate action.

BACKGROUND:

The approximately 8.73 net acre (9.18 gross-acre) site is located approximately 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage roads (Exhibits A and B). It is currently developed with two (2) single-family residences and a storage barn constructed around 1979.

The site is rectangular in shape and relatively flat.

The property was annexed into the City's corporate limits on August 29, 1990 (Ordinance No. 484) and zoned R1-6 upon annexation.

The property is designated by the General Plan 2030 Land Use Map as Medium Density Residential. The Medium Density Residential land use designation is primarily intended for residential land that will contain densities that range from 2.5 to 4 single-family dwelling units per acre north of the Estrella Mountains. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities.

Additionally, the property is in the Las Ligas neighborhood and within the Specific Area Plan for Old Town,

Cashion, and Las Ligas/Rio Vista.

The existing uses and zoning of surrounding properties include:

NORTH: Single-family residential properties zoned R1-6.

EAST: Single-family residential properties zoned Cantada Ranch PAD.

SOUTH: Single-family residential properties zoned R1-6.

WEST: Single-family residential properties zoned R1-6.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to Planned Area Development (PAD) to allow for 37 single-family residential lots with a proposed density of 4.0 dwelling units/acre. The proposed Avondale 10 PAD Narrative, included as Exhibit D, details permitted uses, development standards, and other requirements that will guide future development of the site. The PAD Narrative also includes several plans and architectural drawings that illustrate the layout, design, and functionality of the community, including conceptual building elevations for the homes, landscape plan, wall plan, and open space plan. The project proposes to be developed in a single phase.

A minimum 30-foot landscape setback will be provided adjacent to El Mirage Road, with an 8-foot-high theme wall along El Mirage Road. Theme walls, block walls, and retaining walls will also be constructed throughout the project.

The project will have vehicular access from both El Mirage Road and Pioneer Street.

The proposed underlying zoning district is R1-6 with requested deviations to setbacks and lot width, which will be explained in further detail in the analysis section.

Approximately 16.7 percent open space will be provided, with approximately 1.1 acres of the open space being usable for recreational or gathering purposes. The largest amenity includes a park in the southwest corner of the site with fitness nodes, a tot lot and swings, a ramada and picnic area, and a pet waste station. The remaining usable open space areas include seating areas along a meandering walking path along the north end of the project.

In terms of architecture, the project will provide a minimum of three (3) housing elevations (Spanish, Modern Prairie, and Modern Agrarian) with a mix of 1- and 2-story homes. Review of floor plans and elevations will require City administrative approval. As with all new residential developments, the City will expect any proposed housing products to meet the requirements of the Single-Family Residential Design Manual to reduce garage dominance, create visually interesting streetscapes, and promote architectural variety throughout the community.

PUBLIC PARTICIPATION:

Two (2) neighborhood meetings to discuss the proposal with neighboring property owners and other interested parties were held on October 22, 2024, and February 13, 2025. The first meeting was an informal meeting held by the applicant, separate from the required rezoning case neighborhood meeting held in February. The notification of the second meeting was completed in accordance with notification requirements. In addition to City Staff and the applicant's team at the second meeting, two (2) members of the general public attended the meeting. The applicant answered questions about the project. The discussion topics for both meetings are outlined in the Neighborhood Meeting Summary, attached as Exhibit F, and were primarily related to the following topics: drainage, the current use of the property for recreational purposes, view corridors, and the improvement of Pioneer Street.

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

One (1) public comment has been received to date in support of the project on the City's Avondale Connect website (Exhibit G). Staff is not aware of any opposition to this request.

PLANNING COMMISSION ACTION:

On May 21, 2025, the Planning Commission conducted a public hearing on the rezone request. A Commissioner asked if the site was in a floodplain and if it would flood. Staff responded that preliminary grading and drainage reports had been approved by staff with no concerns about flooding. A technical review will also occur at the preliminary subdivision plat review. The Commission passed a motion (6-0 vote) to recommend approval to the City Council.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Avondale Elementary School District (AESD) and Tolleson Union High School District (TUHSD). Both AESD and TUHSD have provided the City with a Certificate of Adequate School Facilities signed by the Superintendent (Exhibit E) stating that the district has adequate capacity to accommodate the estimated enrollment from the proposed Avondale 10 development, and no school site within the development is needed.

ANALYSIS:

Article 6, Section 28-113 of the Zoning Ordinance establishes five (5) findings that must be met to grant PAD zoning. Listed below are the five findings and an analysis of each:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s). The proposed Avondale 10 PAD conforms to the General Plan Land Use designation of Medium Density Residential (MDR) which allows for development of single-family residential homes with an allowable density of two and a half (2.5) to four (4) dwelling units per acre, with a target density of 2.5 dwelling units per acre; density beyond the target can be permitted if a proposed development exhibits exceptional design, including provision of open space beyond minimum requirements. This project will have a density of four (4) dwelling units per acre. The open space will exceed the City's minimum fifteen (15) percent open space requirement with approximately 16.7 percent of open space provided.

Additionally, the project meets the following goals in the General Plan:

Land Use Element

"Goal 8: Invest in neighborhood infrastructure, public spaces, and amenities.

Policy B: Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods." This project provides recreational amenities and meets the open space requirements in the Zoning Ordinance and provides usable open space in accordance with the Single-Family Residential Design Manual.

"Goal 1: Establish an Avondale identity based on healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale." By supporting the redevelopment of this infill parcel, the area will be enhanced with 37 homes to add to the housing stock in Avondale.

"Policy B: Require all new development to participate in the required infrastructure enhancements, including but not limited to, street widening and connecting to City water and sewer systems." The Avondale 10 project will dedicate right-of-way along Pioneer Street and El Mirage Road as well as connect to the City's sewer and water systems.

The project also meets the goals in the Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista for development in the area. The Specific Area Plan seeks increased residential density in the Las Ligas area to support the nearby Historic Avondale District and Buckeye Road business areas. The feasibility study in the Specific Area Plan mentions that vacant parcels scattered throughout the Las Ligas area are most appropriate for continued residential investment. While the subject property is not vacant, the size of the parcel is large enough to accommodate a small single-family residential neighborhood.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative. The City's R1-6 zoning district is used as the basis for the PAD's development standards with requested deviations to lot width and side yard setbacks. Specifically, the applicant has requested to reduce

the minimum lot width from 65 feet to 50 feet and to increase the minimum lot length from 100 feet to 115 feet. The applicant has also requested to reduce the minimum side yard setbacks from eight (8) feet to five (5) feet and reduce the total minimum side yards from 18 feet to 13 feet. With those exceptions, the proposed development standard meets or exceeds Zoning Ordinance minimums.

Smaller lot sizes and reduced setbacks can pose challenges, particularly with regard to ensuring that streetscapes are not dominated by homes that are homogenous in appearance and where the garage door becomes the focal point of the neighborhood. To alleviate these concerns, the Avondale 10 PAD will have three (3) different housing plan elevations and a mix of 1- and 2-story homes. The front yard setbacks will be required to stagger up to three (3) feet. Adherence to the design requirements of the PAD, along with adherence to the City's Single-Family Residential Design Manual, will ensure that streetscapes are interesting and provide for ample variety. Additionally, the lots will be longer than the minimum depth requirement in R1-6, which may allow for a bigger backyard.

The preliminary drainage reports and plans have been reviewed and will be finalized and approved at the Preliminary Plat stage with no anticipated significant revisions forthcoming. Both a Preliminary Plat and Final Plat will be required for review to ensure all City Subdivision Regulations are met. Stipulations of approval have been added to ensure compliance with all City General Engineering Requirement Manual requirements.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD. Access to Avondale 10 will be from one entrance on El Mirage Road and one on Pioneer Street. Pioneer Street is not required to be extended to El Mirage Road.

The developer will be required to complete all required perimeter off-site improvements to El Mirage Road and Pioneer Street. The off-site improvements will be required to be completed prior to the issuance of a Certificate of Occupancy for the first home.

In addition to street improvements, the developer will construct the necessary water and sewer system improvements necessary to serve the future residents of Avondale 10 and will be required to underground the existing utility poles under 69kV along the western edge of the project.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties. The proposed PAD, which is a single-family residential project, will be compatible with the surrounding single-family residential homes. Nearby neighborhoods such as Cantada Ranch, Del Rio Ranch, and Cambridge Estates all have smaller lot sizes than the R1-6 development standards. While Avondale 10's lots will be narrower than the lots in those neighborhoods, with a minimum width of 50 feet, the project will have some lots that range from 58-60 feet in width.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area. As noted in the analysis of Finding #2, the City's R1-6 zoning district is used as the basis for the PAD's development standards. Where modifications are proposed, they are consistent with previously approved developments in Avondale. By developing in accordance with the design and development standards contained within the PAD, the proposed Avondale 10 community will further Avondale's goals and objectives as they relate to development in the southeastern portion of the City.

DISCUSSION:

The proposed PAD meets the following findings:

1. The proposed Avondale 10 PAD will be in direct conformance with the General Plan Land Use designation of Medium Density Residential.
2. The proposed Avondale 10 PAD is in conformance with the Single-Family Residential Design Manual.
3. The proposed Avondale 10 PAD will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** Ordinance 2023-0625, approving application PL-24-0221 Avondale 10, a request to rezone an approximately 8.73 net-acre property from Urban Residential (R1-6) to Planned Area Development (PAD), subject to the following six (6) conditions of approval:

1. Except as modified by these conditions of approval, development of the subject property shall conform to the Avondale 10 Narrative electronically date stamped 04/23/2025.
2. All perimeter off-site improvements to El Mirage Road and Pioneer Street shall be completed prior to the issuance of a Certificate of Occupancy for the first home.
3. Commencement of horizontal construction for the project shall begin within four (4) years from the date of City Council approval, per Avondale Municipal Code Section 28-113(d) Expiration.
4. Prior to preliminary plat approval and determination of the final number of feasible lots, the following shall be met:
 - a. The grading and drainage requirements shall be met per the City's General Engineering Requirements Manual.
 - b. The water and wastewater demands shall be reviewed and approved by the City and meet Chapter 2, IUMP Integrated Utility Master Plan guidelines.
 - c. Wall heights and materials shall meet requirements in Article 12 of the Zoning Ordinance. As appropriate, a tiered retaining wall system shall be utilized within drainage basins to reduce wall heights.
5. Prior to the issuance of engineering permits, the powerlines less than 69kV shall be converted underground, and there shall be written approval from the easement holder(s) approving the improvements in their easement.
6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

Contact person for document distribution: Michelle Simerdla

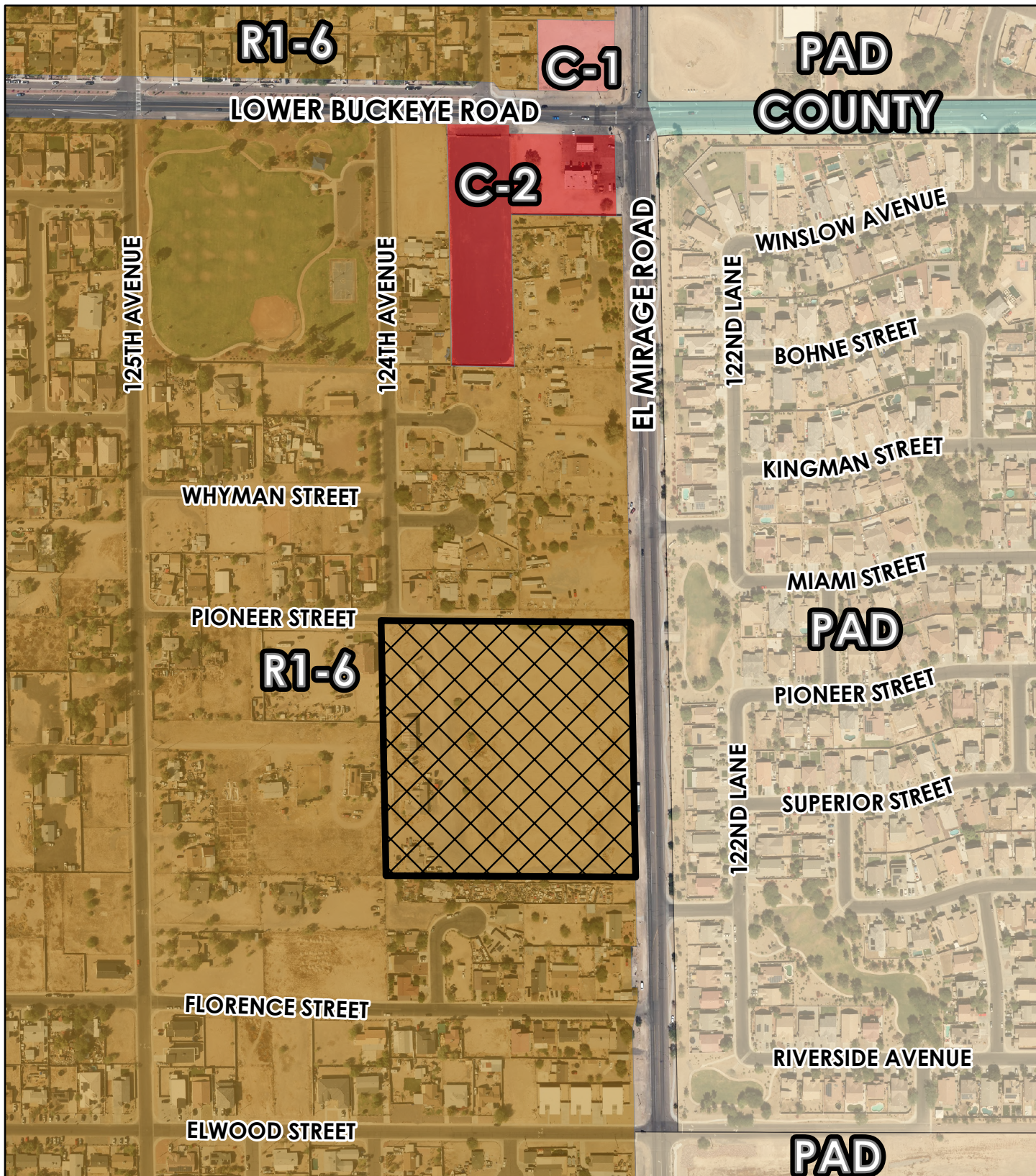


Aerial Map



Subject Property



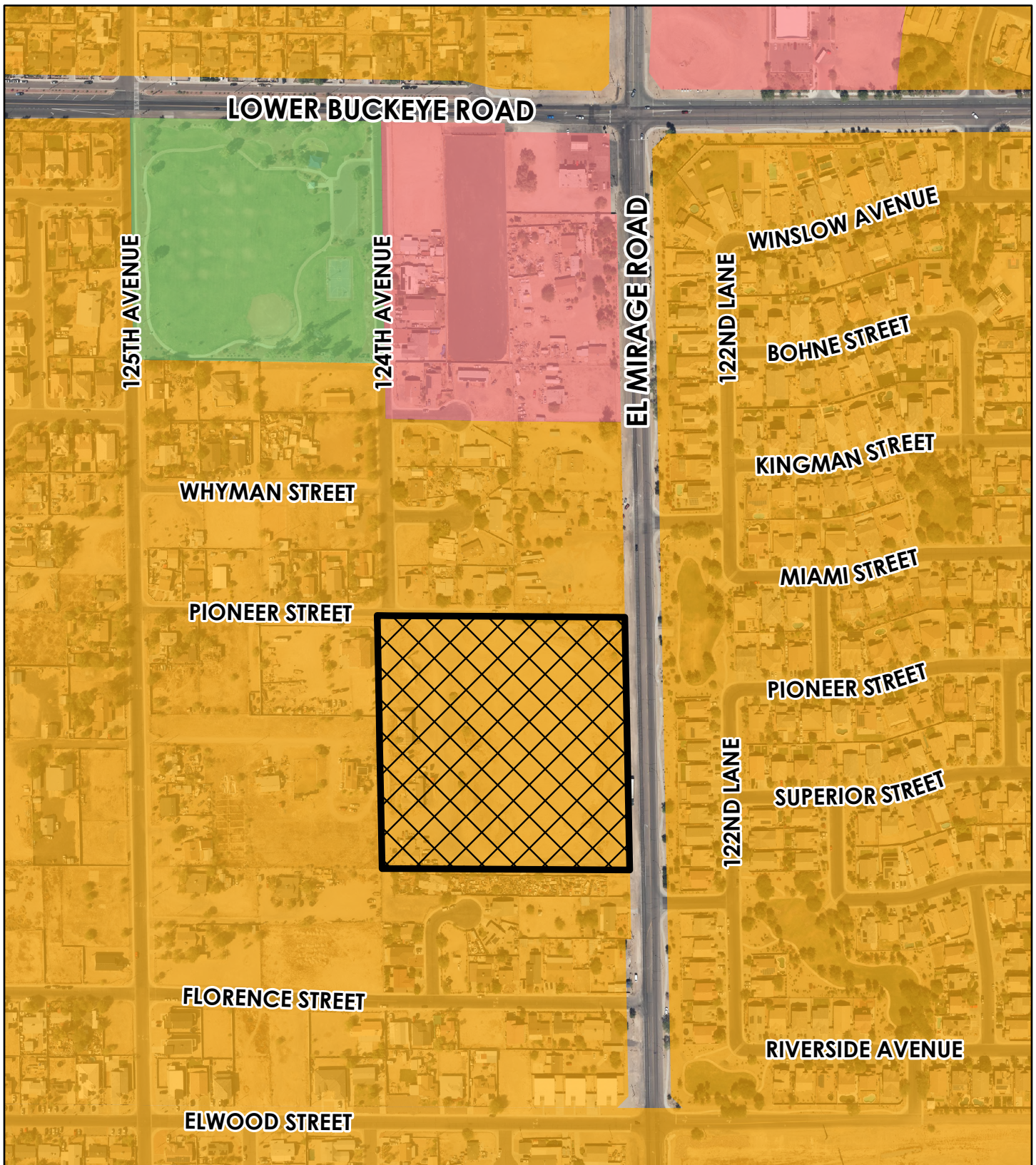


Zoning Vicinity



Subject Property





General Plan Land Use



- Local Commercial
- Medium Density Residential
- Open Space and Parks



Subject Property





**PLANNED AREA DEVELOPMENT
NARRATIVE FOR**

AVONDALE 10

PL-24-0221

PROJECT NARRATIVE

Submitted to:
Avondale Planning Division
11465 Civic Center Dr. #110
Avondale, AZ 85323

Prepared for:
Sunstone TwoTree
2820 Townsgate Road. Suite 207
Westlake Village, CA 91361

Prepared by:
Upfront Planning & Entitlements, LLC
2733 N. Power Road, Ste 102-482
Mesa, AZ 85215

April 2025

1. INTRODUCTION

Upfront Planning & Entitlements, on behalf of Sunstone TwoTree, is pleased to submit for your consideration a Planned Area Development, for approximately 9.18 gross acres located North of Elwood Street and West of El Mirage Road, to be developed as a residential community on parcel #500-65-144A, see **Preliminary Layout**. The Application will be comprised of a PAD from R1-6 (Urban Residential) to R1-6 (Urban Residential) Planned Area Development (PAD) to allow a single-family detached community.

The property is designated for Medium Density Residential (2.5 to 4.0 du/ac) and an area suitable for a variety of infill residential dwelling types. This property is located in the Old Town, Cashion, Ligas/Rio Vista Specific Area Plan (Resolution No. 1019-0321) and the PAD is consistent with the Specific Plan for a “walkable, livable environment with plentiful open space” and a “mix of residential” for the area as discussed in more detail further in this narrative.



2. SITE CHARACTERISTICS & BACKGROUND

The subject site has a gradual fall of 5 feet across the site from the western property line towards El Mirage Road where the site has the lowest elevation. The property contains general desert scrub and grasses, but no significant species requiring preservation. The property contains three structures—a single-family residence, a detached living area, and a carport. The primary structure was built in 1979, and according to historical imagery, the other two structures were built around the same time. The property was historically used

PAD Narrative

as some type of livestock farm up until 2004 when imagery shows the farm being dismantled. Below is an image of the property in 1979.



The property is located within Zone X on a Flood Insurance Rate Map indicating a 0.2% annual chance of flooding.

National Flood Hazard Layer FIRMette



3. CONSISTENCY WITH GENERAL PLAN

The Property has a land use classification of Medium Density Residential (2.5 to 4.0 du/acre) within the Avondale 2030 General Plan. The General Plan describes this land use category as, "... a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities." The subject proposal includes 37 individually platted lots for single-family detached homes (4.0 du/acre) and will boast quality architectural design and open space amenities for future residents. The general plan also states, "through the General Plan 2030 Land Use Map, Avondale must be prepared to accommodate the future population by providing adequate residential areas at densities that are in line with our community vision ..." The subject proposal implements the community vision by complying with the density range for the designated land use type.

The application proposes to provide additional single family housing options to an area soon to be a hotspot for growth in Avondale. This is supported by another statement within the general plan, "sustainable communities provide for residents of all socio-economic levels. It is Avondale's aim to develop diverse housing options, to include both housing that is affordable to workers living in the City in order to be near their jobs and housing that provides opportunities for residents to upgrade living arrangements locally."

The project lies within the ***Las Ligas Historic Avondale Incentive Program***, designated in 2015, to help revitalize underused infill parcels with new residential development. The property is also within the ***Residential District Two Infill Incentive District*** according to the Avondale 2030 General Plan.

Located adjacent to El Mirage Road and in close proximity to Lower Buckeye Road, this site is key for sustainable higher density housing utilizing the existing infrastructure and allowing easier access to denser development options along major arterials for future and existing residents. The property is approx. 1,300 feet from the gateway intersection (El Mirage/Lower Buckeye) in the Las Ligas/Rio Vista District.

The General Plan contains the following goal and policy:

Goal: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Policy: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern portion of the City.

It is our determination that the subject proposal assists in implementing this goal and policy by providing an additional housing option in an area of Avondale which has also been identified for infill growth and revitalization.

4. PAD REZONE

The proposed PAD zoning helps provide for different demographics and housing needs while providing quality single-family detached housing—keeping consistent with the surrounding community. The proposed development would develop at 4.0 du/acre and up to 37 homes on individual lots.

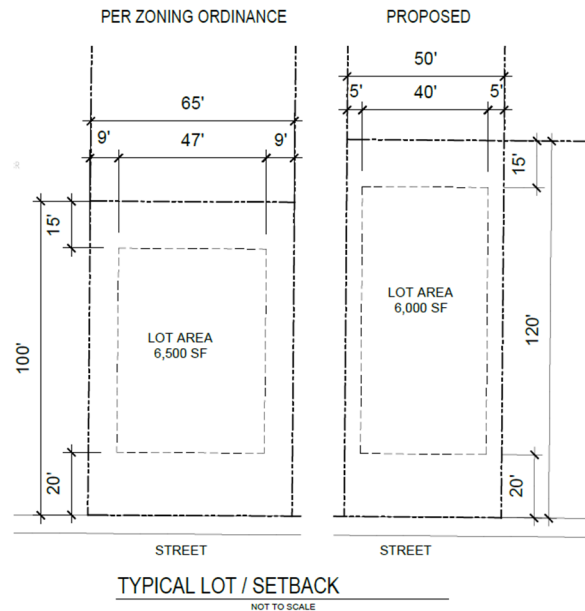
MODIFICATIONS TO LOT DEVELOPMENT STANDARDS

In order to allow for the development of this project, modifications to certain development standards of the underlying zoning district (indicated in **bold**) are being proposed.

Table 1 - Proposed Lot Development Standards

Standard	R1-6 PAD (Proposed)	R1-6 (Code)
Minimum net site area (square feet)	6,000 s.f.	6,000 s.f.
Minimum Lot Width	50'	65'
Minimum Lot Depth	115'	100'
Minimum Setbacks		
- Front	20' ¹	20' ¹
- Sides	5'	8' (a)
- Street Side	10'	10'
- Min. total both sides	13'	18'
- Rear	15'	15'
Maximum Lot Coverage	45%	45%
Maximum Height	30'	30'

(A) Minimum front yard setbacks may be reduced by five (5) feet when providing a side-entry garage.



PAD Narrative

Justifications for Deviations in PAD

The proposed development will be similar to surrounding developed communities, and proposes a product that could be considered an entry level housing option at a price point that is highly sought after in this rising home market given the cost of homes which has risen so significantly and priced people out of home ownership. The proposed modifications do not significantly deviate from the existing R1-6 zoning district and do maintain the minimum 6,000 sq. ft. lot requirement for the district, they also provide for deeper lots while providing a much-needed entry level home for the residents of Avondale.

The current housing market has priced out many families and employees who wish to purchase homes and live in the area. The product being proposed here will be able to provide a lower price point while maintaining quality home design and amenities and open space. The deviations in width and setback allow the product type that is highly sought after for this area to be provided by larger family building footprints while reducing the lot width thus enabling the cost for the infrastructure and utilities to be spread across more homes, reducing the cost to develop the home which in turn provides lower purchase prices encouraging more home ownership and fills the immediate surrounding community need for more attainable housing.

By reducing side yard setbacks by just 5' it provides for a needed housing option while still encouraging single-family detached homes under the maximum lot coverage. This small deviation enables the builder to provide floor plans with one and two-story homes to provide a product mix to better fit families who need more interior space and entry level price points a highly sought after product type in the current housing market as large lots and homes have priced out many individuals while still providing a quality housing product. The proposed lot depths are exceeding the minimum required lot depth by at least 15' feet and in some cases up to 20' more than required by the current City code. The lot depths are large enough in some cases to provide up to a 30' building setback making the street scene very appealing and avoids the tunnel effect by creating an appealing landscaped streetscape with deviation in setbacks and quality homes for the community. This smaller 9-acre infill piece provides a quality community design and housing option for future residents while still providing over 16.7% open space, public roadways, private rear yards, garages, and community character to maintain theming along El Mirage Road.

Adjacent nearby communities such as Cantada Ranch, Coldwater Springs, Cambridge Estates and Del Rio have similarly reduced lot sizes to ensure housing diversity is attained for the community to serve all residents to live and work in Avondale. This proposed development has taken into consideration the needs of the community to be able to provide a housing product for families on 6,000 square foot lots with small deviations in lot width and side yard setbacks to provide a product highly sought after in the community. During the community open houses, we had several neighbors who currently lease homes asked us the proposed selling price of the homes and were hopeful that they may be able to purchase in the community they were already living in.

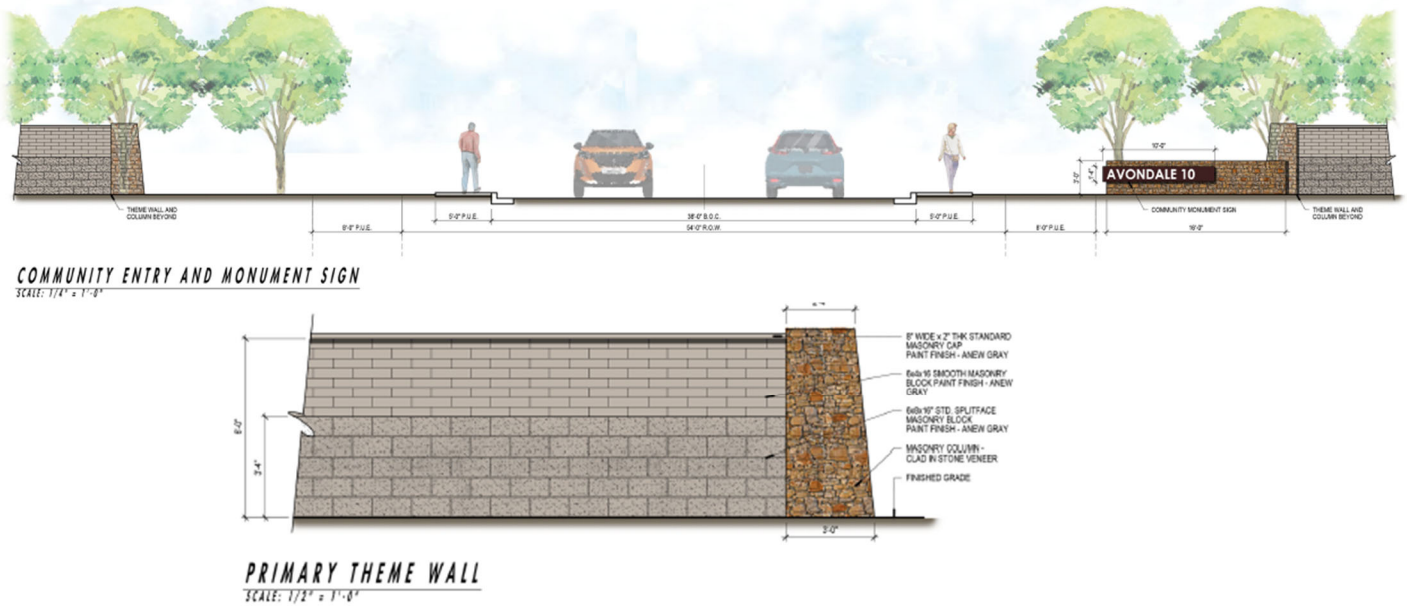
5. DESIGN CONSIDERATIONS AND OPEN SPACE

The site design took into consideration the surrounding single-family community and the desire to be a positive development into the community with quality housing design, open space and landscaping. The proposed development would offer lots situated around a public 54' wide interior street and sidewalk and surrounding open space and an amenity area at the southwest corner of the site.



The site has minimum 30' landscape setbacks along El Mirage Road and a 59' landscape area along Pioneer Street nearest to El Mirage Road and includes a 10' drainage easement, which reduces to 15' at 124th Avenue creating a nice wide buffer or landscape to the properties to the north. There is a 30' easement on the western side of the site which connects Pioneer Street to the City of Avondale property to the south. Adjacent to that is an existing 8' electrical easement outside the fence line for access.

PAD Narrative



Landscaping and Open Space is provided within the community and is focused at the community entry along Pioneer and at central areas to provide easy access and appealing amenities for the residents and visitors. There is a total of 1.18 acres (16.7%) open space proposed with 1.10 acres of that open space being useable for recreational or gathering purposes such as the playground area and ramada with benches and picnic tables as well as pet stations and trails to make this a truly active open spaces for lots of users. This amenity area is proposed at the southwest corner of the site as well as wide open space areas with trails along the internal road of 123rd Drive, Pioneer Street and El Mirage Road.



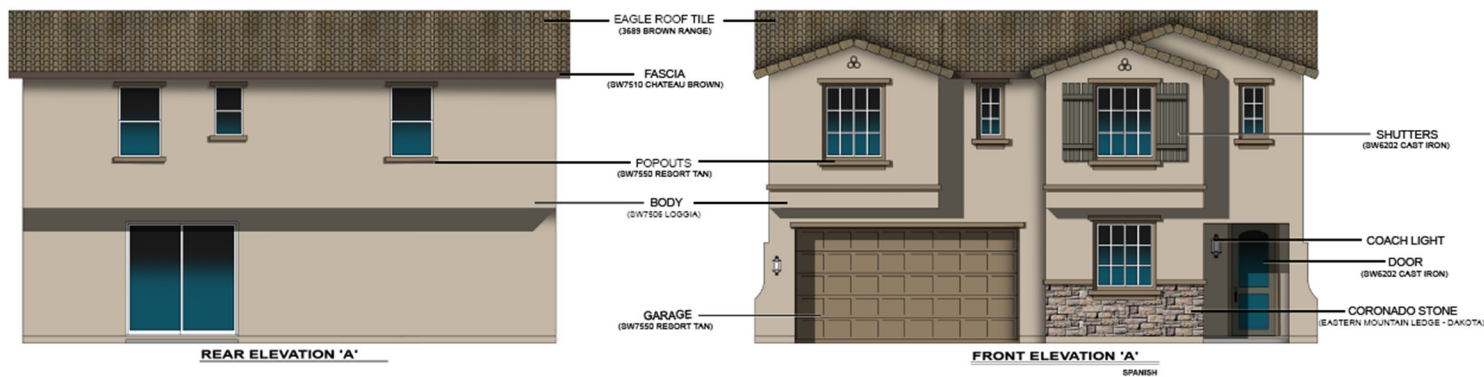
6. ARCHITECTURE

The homes within the proposed project are designed to feel and meet the same criteria as a single-family product and exceed City expectations with 4-sided architecture, multiple color palettes and Spanish, Modern Prairie and Agrarian design themes. Homes will be 1 and 2-story with attached enclosed garages and private rear yard spaces and lots of upgrades inside and community amenities outside. Front yards shall stagger up to 3' to further show deviation and an appealing viewshed as you look down the street.

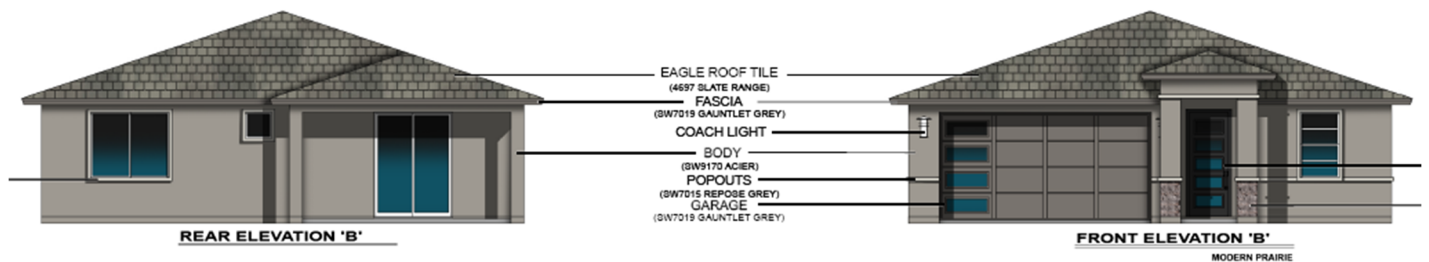
The Spanish elevations afford strategically placed coach lights, eight-foot-high front doors, arch entries and windows, tile inserts at gable ends, and composite shutters. The roof systems have been designed with alternating ridge lines and incorporate a combination of gables and sloped roof elements.

The Modern Prairie elevations accomplish a variety of massing with tower entries, thoughtfully placed coach lights, elongated windows, eight-foot-high glass front doors, and a combination of stucco and brick treatments with lap siding.

The Modern Agrarian elevations are a modern interpretation of a traditional farmhouse. The roofs are comprised of varying roof pitches, eight-foot front doors, decorative gable end vents, alternating gable and sloped roof systems, lap siding, and standard brick treatments.

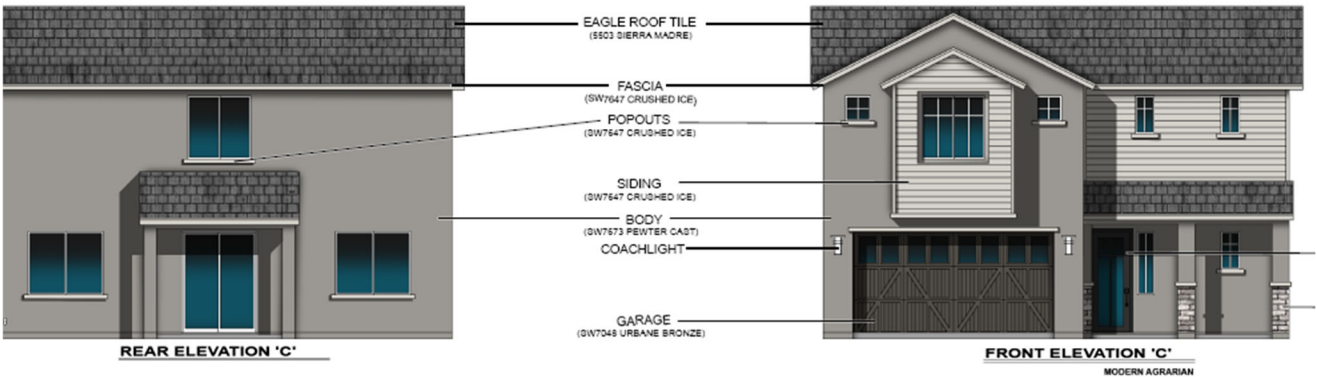


Spanish



Modern Prairie

PAD Narrative



Modern Agrarian

7. COMPATIBILITY WITH SURROUNDING LAND USE AND ZONING

The Property is generally bounded on the north, south and west by single family residence who are within the R1-6 Urban Density Residential Category and some vacant lots. The site is bounded on the east by Cantada Ranch PAD residential development.

The property to the south is an oversized R1-6 zoned property with a car scrap yard and storage yard on site with an existing older home built in 1965 and close to 1-acre in size. The property directly to the west appears to be utilized with some agriculture in the past occurring on large garden beds with a filtration pond as well as some cattle and other animal pens on the east side. These properties are oversized R1-6 lots and just under an acre in size to just over 1.5 acres. To the north is also zoned R1-6 and also has a larger oversized lot over 1.5 acres in size with a smaller home built in 1981. The additional 4, R1-6 zoned properties to the north vary in condition from being built in 1926, 1950, 1990 and 2017. The 1950 home is in bad shape and also has scrap items surrounding the property in the rear and is in need of repair.

Pioneer Street located north of the property currently does not extend to El Mirage Road. This project would improve the west half of Pioneer Street which is currently existing to better serve the properties to the north to improve their access which front Pioneer Street.





The Comprehensive Plan Land Use classifications, along with the existing zoning and uses for the parcels adjacent to the Property, are listed in the table below.

Table 3 – Adjacent Land Uses

Direction	General Plan Land Use	Existing Zoning	Existing Use
North	Medium Density Residential	R1-6	Single Family Residential
East	Medium Density Residential	R1-6	Single Family Residential/ Cantada Ranch PAD
South	Medium Density Residential	R1-6	Single Family Residential/ For Rent
West	Medium Density Residential	R1-6	Single Family Residential/ Large Lot

8. CIRCULATION

Proposed access is along El Mirage Road towards the southern portion of the site which will connect to Pioneer Street on the northwestern portion of the project. A traffic statement is attached with this submittal. Roadways will be improved to City standards.

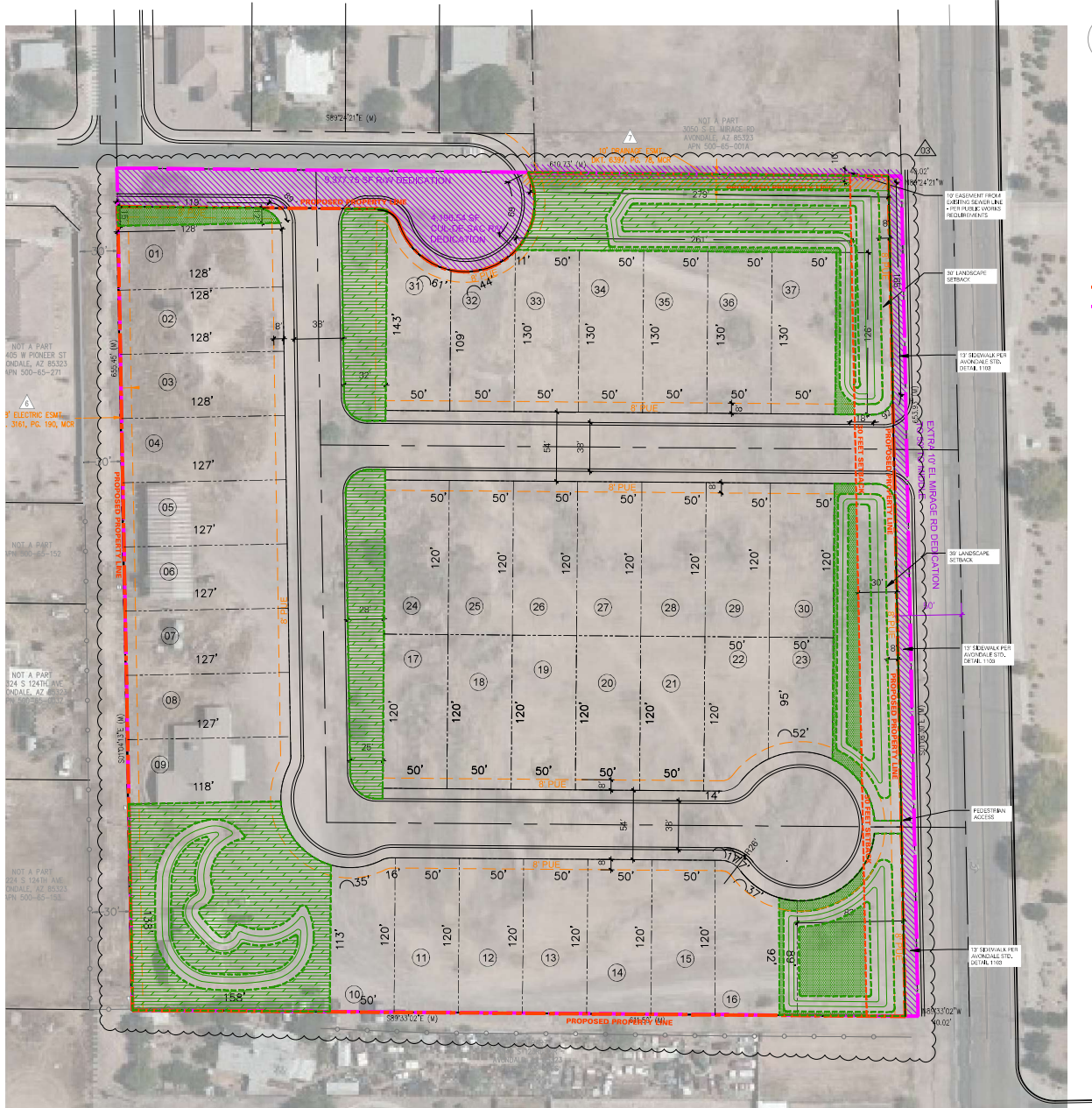
9. UTILITIES

The site will be served by City services and tie into nearby existing water and sewer connections.

10. CONCLUSION

The proposed community shall provide for a highly needed product type in this residential infill area of Avondale to serve a wider variety of residential needs and demographic types in the community. This project helps address the housing need and price point that is lacking in this part of Avondale and the region and will be complimentary to the surrounding community while improving vehicular and pedestrian circulation along Pioneer Street and El Mirage Road.

Avondale 10 seeks to provide residential opportunities to help the City sustain itself in the future with a quality community in which future employees and families of Avondale can reside while also being close to work and amenities.



1 SITE PLAN
SCALE: 1" = 40'



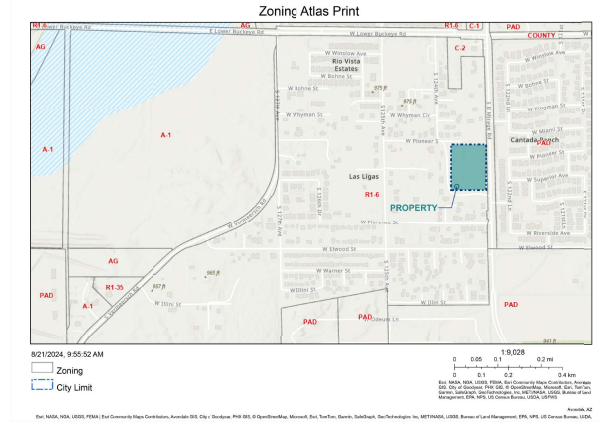
LEGEND

- RD DEDICATION
- OVERALL GREEN SPACE
- USABLE GREEN SPACE
- 8' PUE
- 30 FEET SETBACK
- PRE-DEDICATION PROPERTY LINE
- PROPOSED PROPERTY LINE

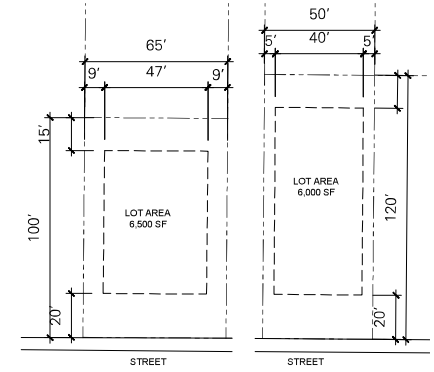
EL MIRAGE AND PIONEER	
Site Gross Area	9.18 Acre
Net Area (per General Plan)	8.09 Acre
Total Lots	37
Proposed Density	400 / Acre
50' x 120' - 8,000 sq. ft. LOT	37 LOTS
EXISTING ZONE: R1-6 MEDIUM DENSITY	
OVERALL GREEN SPACE: MIN. REQUIRED: 7.05 * 15% = 1.06 AC	
OVERALL GREEN SPACE: 1.18 AC - 16.7% USABLE GREEN SPACE 0.93 AC - 13.2%	
PROPOSED DEVIATION: LOT DEVELOPMENT STANDARD	



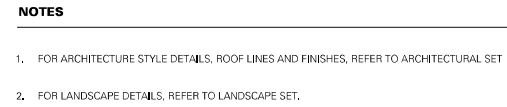
LOCATION MAP
NOT TO SCALE



2 AVONDALE ZONING MAP
SCALE: NOT TO SCALE



3 LOT DEVELOPMENT STD / PROPOSED
SCALE: NOT TO SCALE

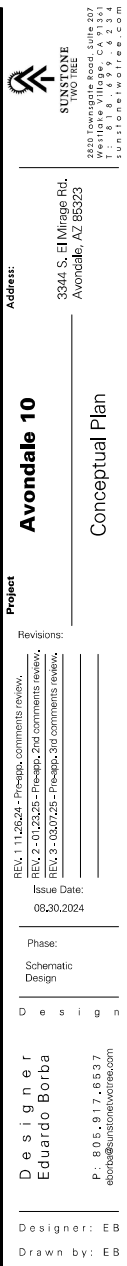


2 OPEN SPACE CALCULATION

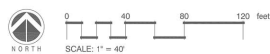
SCALE: NOT TO SCALE

OVERALL GREEN SPACE:
MIN. REQUIRED:
7.05 * 15% = 1.06 AC

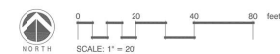
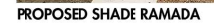
OVERALL GREEN SPACE:
1.18 AC - 16.7%
USABLE GREEN SPACE
0.93 AC - 13.2%

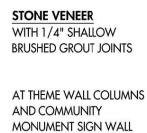


1	6' to 8' HIGH FIREWALL	3	4' WIDE STABILIZED DECOMPOSED GRANITE PATH	5	CRU MAILBOX STRUCTURE	7	DETACHED MEANDERING SIDEWALK WITH BENCH SEATING.
2	6'-0" HIGH FENCE BLOCK WALL	4	AMENITY ZONE W/ PLAY STRUCTURE(S), SHADE ELEMENT, BENCH SEATING, ACTIVITY LAWN, AND ENHANCED LANDSCAPE. SEE ENLARGEMENT BELOW.	6	ENTRY SIGN WALL, SEE ELEVATIONS (NEXT SHEET)	8	RETAINING WALL PER CIVIL



 6' to 8' HIGH THEMEWALL
 6' HIGH FENCE BLOCK WALL
 STONE COLUMN AT THEMEWALL
 RETAINING WALL PER CIVIL





PROPOSED MATERIAL SELECTIONS



SITE DATA

ZONING	
ZONING DISTRICT	PAD ZONING
SITE GROSS AREA	9.18 ACRE
SITE NET AREA	8.73 ACRE

MASTER PLANT LEGEND

SYMBOL	COMMON NAME	BOTANICAL NAME	MATURE CANOPY SIZE	SIZE	QTY.
	TREES				
	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	30' DIA	24" BOX	18
	RED PUSH PISTACHE	PISTACIA X 'RED PUSH'	40' DIA	24" BOX	31
	CHITALPA	CHITALPA TASH-KENTENSIS	20' DIA	24" BOX	10
	SHRUBS				
	THORNLESS MESQUITE	PROSOPIS HYBRID	30' DIA	24" BOX	42
	BLUE BELLS	EREMOPHILA 'HYGROPHANIA		5 GAL	
	BRITISH RUELLIA	RUELLIA SPECIES		5 GAL	
	ACCENTS				
	BARBADOS ALOE	ALOE BARBADENSIS		5 GAL	
	BLOND AMBITION	BOUETOLOUA GRACILIS		1 GAL	
	DWARF AGAVE	AGAVE DESMETTIANA		5 GAL	
	GROUNDCOVERS				
	OUTBACK SUNRISE	EREMOPHILA GLABRA 'MINGEN GOLD'		1 GAL	
	NEW GOLD LANTANA	LANTANA X 'NEW GOLD'		1 GAL	
	VINE/ESPAULER	BOUGAINVILLEA X 'BARBARA KARST'		5 GAL	
	VINE/ESPAULER				
	B. KARST BOUGAINVILLEA				
	EREMOPHILA GLABRA 'MINGEN GOLD'				
	LANTANA X 'NEW GOLD'				

- 25-209(1)
1. ALL TREES REQUIRED ON SITE SHALL HAVE A MINIMUM BOX SIZE OF TWENTY-FOUR (24) INCHES
2. ALL SHRUBS SHALL BE NO LESS THAN ONE (1) GALLON IN SIZE. A MINIMUM OF SEVENTY-FIVE (75) PERCENT OF THE REQUIRED NUMBER OF SHRUBS SHALL BE AT LEAST FIVE (5) GALLONS IN SIZE
3. ALL GROUND COVER PLANTS SHALL BE NO LESS THAN ONE (1) GALLON IN SIZE

PLANTING DATA SHEET CALCULATIONS

ZONING	
ZONING DISTRICT	PAD
PLANTING REQUIREMENTS PER DISTRICT	
LANDSCAPE IMPROVEMENTS	
LANDSCAPE AREA	
REQUIRED	PROVIDED
15 %	15 %
REQUIRED LANDSCAPE AREAS	
RIGHT OF WAY PLANTING (BASED UP STREET FRONTAGE)	
TREES (1 / 25 LF. FRONTAGE)	23 TREES
SHRUBS (10 / 25 LF. FRONTAGE)	226 SHRUBS
GROUND COVER (BASED ON 10' / 25' LF. FRONTAGE)	NA GROUND COVER
TOTAL LANDSCAPE AREA	NA SQ.FT. %
LANDSCAPE SETBACK (BASED UP STREET FRONTAGE)	
TREES (1 / 20 LF. FRONTAGE)	28 TREES
SHRUBS (10 / 20 LF. FRONTAGE)	260 SHRUBS
GROUND COVER (BASED ON 10' / 20' LF. FRONTAGE)	NA GROUND COVER
TOTAL LANDSCAPE AREA	NA SQ.FT. %
RETENTION BASINS (BASED UP STREET FRONTAGE)	
TREES (1 / 25 LF.) (BASED ON 10' / 25' LF. FRONTAGE)	14 TREES
SHRUBS (1 / 25 LF.) (BASED ON 10' / 25' LF. FRONTAGE)	140 SHRUBS
GROUND COVER (BASED ON 10' / 25' LF. FRONTAGE)	NA GROUND COVER
TOTAL LANDSCAPE AREA	NA SQ.FT. %
TOTAL LANDSCAPE ELEMENTS	
TREES	65 TREES
SHRUBS	626 SHRUBS
GROUND COVER (BASED ON 10' / 25' LF. FRONTAGE)	NA GROUND COVER
GROUND COVER 3/4" SCREENED D.G.	75,913 SQ.FT.
REQUIRED	PROVIDED
65 TREES	65 TREES
626 SHRUBS	626 SHRUBS
NA GROUND COVER	NA GROUND COVER
NA SQ.FT.	75,913 SQ.FT.



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezoning & Preliminary Plat has been submitted to the City of Avondale, Development Services Department, for review.

Project: Avondale 10
Request: 37 single family detached homes
Current Density Allowed: 4.0 du/ acre
Total number of residential units proposed: 37

Project Manager: Upfront Planning (Jessica Sarkissian)
Acreage/Parcel Size: 9.18 acres
Density Proposed: 4.0 du/ acre

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes



No

☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes

☐

No

☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 11/12/24

School District: Avondale Elementary School Dist.

District Superintendent: Dr. Betsy Hargrove

Phone #: 623-772-5000

E-mail: bhargro@choosaeasd.org

Signature: _____

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development Services Department prior to the scheduling of any City Council meetings.

Development Services Department

11465 W. Civic Center Drive, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.AvonDaleAZ.gov/Developmentservices

An application for Rezoning & Preliminary Plat has been submitted to the City of Avondale, Development Services Department, for review.

Project: Avondale 10
Request: 37 Single-Family Detached Homes
Current Density Allowed: 4.0 dwelling units per acre
Total number of residential units proposed: 37

Project Manager: Upfront Planning (Jessica Sarkissian)
Acreage/Parcel Size: 9.18 acres
Density Proposed: 4.0 dwelling units per acre

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes

☒

No

☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The district has regular Ed capacity.

Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes

☐

No

☒

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 8/29/24

School District: Tolleson Union HSD #214

District Superintendent: CFO Ken Hicks

Phone #: 623-478-4003

E-mail: Ken.Hicks@TUHSD.org

Signature: _____

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development Services Department prior to the scheduling of any City Council meetings.

Development Services Department

11465 W. Civic Center Drive, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.AvonDaleAz.gov/DevelopmentServices

UPFRONT

Planning & Entitlements, LLC

Avondale 10 Neighborhood Meeting
Estrella Vista Stem Academy Library
11905 W. Cocopah Street, Avondale, AZ 85323
February 13, 2025; 6:00 PM Start Time

In attendance:

Jessica Sarkissian, UpFront Planning & Entitlements, LLC
Maria Grishina, Sunstone Two Tree
David Carr, Sunstone Two Tree (Spanish speaker)
Neighbor (Father and Son)

Jessica@upfrontplanning.com

Meeting Notes:

This meeting is part of the neighborhood outreach process as required by the City of Avondale and 368 neighbors and listed associations within 1,000 feet were invited to this meeting. Additionally, the site was posted along Pioneer Street and El Mirage Road with the neighborhood meeting details as well as posted in the Arizona Republic the week before the meeting to notify readers.

The meeting was held on Tuesday; February 13, 2025 at 6:00 PM at the Estrella Vista Stem Academy Library located in the vicinity of the property. Meeting details and contact information were provided in the neighborhood letter as well as the site plan.

Meeting began at 6:05 PM.

The meeting format was open house style and handouts were provided to neighbors of the boards. Jessica and Maria walked the room with neighbors as they entered and had questions and any comments.

The following project boards were presented:

- An Aerial Vicinity Map
- The proposed updated Site Plan:
- The proposed updated Landscape Plan;
- The proposed updated Lot layout with building footprints;
- 3 Boards of the proposed elevations for the models available

The following is a list of questions and comments from the neighbor in attendance.

Neighbor Question: How are you addressing the drainage from the north?

- *Maria Response: We are working with the City as to their requirements and what we can do to address the issue and try to manage something given that is not our property?*

Jessica then asked if there were any further questions or comments and seeing none, concluded by again reiterating the contact information for herself and to communicate any additional questions or concerns and that we would be in touch to look for when the next neighborhood meeting would be occurring.

Meeting End Time: 6:33 PM



UPFRONT

Planning & Entitlements, LLC

Avondale 10 Neighborhood Meeting

Estrella Vista Stem Academy Library
11905 W. Cocopah Street, Avondale, AZ 85323
October 22, 2024; 6:00 PM Start Time

In attendance:

Jessica Sarkissian, UpFront Planning & Entitlements, LLC
Tanner Madduxx, Sunstone Two Tree
Maria Grishina, Sunstone Two Tree
Larry White, Neighbor
Lewis Davis, Neighbor
Nikkole Grumblatt, Neighbor
Leticia Mora, Neighbor
Tony Ybarren, Neighbor

Jessica@upfrontplanning.com

yoli.lopez02@yahoo.com

Meeting Notes:

This meeting is part of the neighborhood outreach process as required by the City of Avondale and 368 neighbors and listed associations within 1,000 feet were invited to this meeting. Additionally, the site was posted along Pioneer Street and El Mirage Road with the neighborhood meeting details as well as posted in the Arizona Republic the week before the meeting to notify readers.

The meeting was held on Tuesday; October 22, 2024 at 6:00 PM at the Estrella Vista Stem Academy Library located in the vicinity of the property. Meeting details and contact information were provided in the neighborhood letter as well as the site plan.

Meeting began at 6:05 PM.

The meeting format was open house style and handouts were provided to neighbors of the boards. Jessica and Tanner walked the room with neighbors as they entered and had questions and any comments.

The following project boards were presented:

- An Aerial Vicinity Map
- The proposed updated Site Plan:
- The proposed updated Landscape Plan;
- The proposed updated Lot layout with building footprints;
- 3 Boards of the proposed elevations for the models available

The following is a list of questions and comments from the neighbors in attendance.

Neighbor Question: How will we be able to keep riding bikes on the property and our quads?

- *Jessica Response: The site is not a park and is private property, it will eventually be developed. Have you ever received approval to be on the property for that use?*

- *Neighbor Response: We have lived here for many many years and we have always gone on the adjacent property as we need for my grandkids to play on and ride dirt bikes. We should be allowed to continue that use.*

Neighborhood Question: We will miss our mountain views to the south if you develop on the site.

- *Tanner Response: We see your property fronts Pioneer, I can ask the builder if they are amenable to have specific lots adjacent to you as single story which should not impact any viewsheds you may have. Possibly lots 1, 2, 31 and 32 to remain 1-story.*

Neighborhood Question: I didn't get a letter in the mail, but I saw the sign. Next meeting you need to mail to everyone and have a Spanish speaker present.

- *Jessica Response: The mailouts went to every property owner around 1,000 feet of the property line. Next meeting we will add a Spanish side as well and have a translator present.*
- *Neighbor Response: I see, I am renting, so it went to the landlord then?*
- *Jessica Response: Yes, whomever was listed as the contact via the County Assessor's parcel.*

Neighborhood Question: How will we use the site for our animals? We have sheep, pigs, chickens, and more, how will we care for them?

- *Jessica Response: Are you currently allowing your animals to graze and roam on the site?*
- *Neighbor Response: No, but we were just wondering what will happen to them?*
- *Jessica Response: This project applies only the use on this parcel not adjacent parcels.*

Neighborhood Question: We have concerns over Pioneer going through, we want it to remain a cul-de-sac to keep drive-through traffic out.

- *Jessica Response: The proposal is currently for the site to keep Pioneer as a cul-de-sac. We are awaiting City comments and will hopefully be able to keep it as such.*

Neighborhood Question: We want the other ½ of Pioneer Street improved. The area in front of our house west of 124th street also needs updating on the south side.

- *Tanner Response: We will be improving the south side of Pioneer in front of the property. The area west of 124th street is the City and you would need to contact the City about when they will improve the south half in front of your house.*

Neighborhood Question: We want Pioneer kept as is for no cut through traffic. Cut through traffic in the area is really bad, and this would only encourage more into our streets.

- *Tanner Response: We hope to keep Pioneer as a cul-de-sac. We are awaiting City comments.*

Neighborhood Question: We are excited to see this lot improve and look nicer. This will be good for the community. We are not in favor of the people who drive their dirt bikes over the property on weekend mornings at 6 AM. We will be glad to see this site cleaned up and developed.

Jessica then asked if there were any further questions or comments and seeing none, concluded by again reiterating the contact information for herself and to communicate any additional questions or concerns and that we would be in touch to look for when the next neighborhood meeting would be occurring.

Meeting End Time: 7:03 PM



Avondale 10 PAD Rezone

Neighborhood Meeting Sign-In Sheet

Tuesday, October 22, 2024; 6:00 pm

Estrella Village Elementary School Library: 11905 W Cocopah Circle, Avondale, AZ 85323

NAME	ADDRESS	PHONE	EMAIL
Jessica Sarkissian	1811 S. Alma School Rd #283, Mesa, AZ 85210		Jessica@upfrontplanning.com
Tony L. Payne	12344 W Pioneer St		
Leticia Mora	12344 N Pioneer St		
Nikkole Grunblatt	3344 S. El Mirage Rd		
Yolanda Lopez	12405 W Pioneer St Avondale	623 202 1603	yolanda.lopez02@yahoo.com

Avondale 10 PAD Rezone

Neighborhood Meeting Sign-In Sheet

Tuesday, October 22, 2024; 6:00 pm

Estrella Village Elementary School Library: 11905 W Cocopah Circle, Avondale, AZ 85323

NAME	ADDRESS	PHONE	EMAIL
Jessica Sarkissian	1811 S. Alma School Rd #283, Mesa, AZ 85210		Jessica@upfrontplanning.com
LARRY WHITE	1225 W. DAVIS LN. AVONDALE	623-223-3699	



[Home](#) / [Developer Projects](#) /

What Comments do you have on the Rezone for Avondale 10 a Development of 37 Single-Family Residential Lots?

You need to be signed in to add your comment.

[REGISTER](#)

[SIGN IN](#)

What Comments do you have on the Rezone for Avondale 10 a Development of 37 Single-Family Residential Lots?

29 Jan 2025

This is a **PROPOSED** project. No decisions have been made yet by the public hearing boards. Feedback is encouraged on this Avondale Connect citizen feedback platform. Your input is valuable!

Request: Rezone (PL-24-0221) on approximately 9.1 net-acres.

Location: Approximately 1,284 feet south of the southwest corner of Lower Buckeye Road and El Mirage Road.

En la junta, el solicitante y/o su representante estara disponible para contestar preguntas y solicitar comentarios acerca de la propuesta. Por favor tenga en cuenta, esta no es una audiencia publica y no se tomara ninguna accion oficial.

La junta esta programada para:

Fecha: Febrero 13, 2025

Hora: 6:00 PM

Lugar: Estrella Vista Stem Academy Library
11905 W. Cocopah Street, Avondale, AZ 85323

Contacto de Solicitante	Contacto de la Ciudad de Avondale
Jessica Sarkissian (480) 221-6150	Michelle Simerdla (623) 333-4022



1 comment

Recently active | Posted first

Trevor Paxton, 2 months ago

[Alert moderator](#)

Anything to get rid of that ugly dirt lot and keep semis from parking along the street!

Do you agree? 0 0



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[Avondale General Plan](#)

[Avondale Strategic Plan](#)

ORDINANCE NO. 2023-0625

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 8.73 ACRES GENERALLY LOCATED 1,284 FEET SOUTH OF THE SOUTHWEST CORNER OF LOWER BUCKEYE AND EL MIRAGE ROADS, AS SHOWN IN APPLICATION PL-24-0221, AND REZONING SUCH PROPERTY FROM URBAN RESIDENTIAL (R1-6) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 8.73 acres generally located 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage Roads, as shown in application PL-24-0221, from Urban Residential (R1-6) to Planned Area Development (PAD) (the “Zoning Atlas Amendment”); and

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

WHEREAS, on May 21, 2025, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on June 02, 2025; and

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

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

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 8.73 acres generally located 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage Roads, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Except as modified by these conditions of approval, development of the subject property shall conform to the Avondale 10 Narrative electronically date stamped 04/23/2025.

2. All perimeter off-site improvements to El Mirage Road and Pioneer Street shall be completed prior to the issuance of a Certificate of Occupancy for the first home.

3. Commencement of horizontal construction for the project shall begin within four (4) years from the date of City Council approval, per Avondale Municipal Code Section 28-113(d) Expiration.

4. Prior to preliminary plat approval and determination of the final number of feasible lots:

(a) The grading and drainage requirements shall be met per the City's General Engineering Requirements Manual;

(b) the water and wastewater demands shall be reviewed and approved by the City and meet Chapter 2, IUMP Integrated Utility Master Plan guidelines;

(c) wall heights and materials shall meet requirements in Article 12 in the Zoning Ordinance. As appropriate, a tiered retaining wall system shall be utilized within drainage basins to reduce wall heights.

5. Prior to the issuance of engineering permits, the powerlines less than 69kV shall be converted underground, and there shall be written approval from the easement holder(s) approving the improvements in their easement.

6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2023-0625

[Legal Description and Map]

See following pages.

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING THE NORTHEAST QUARTER OF THE SOUTHEAST 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;.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, BEING A BRASS CAP IN HANDHOLE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 2614.41 FEET;

THENCE SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SECTION 23, A DISTANCE OF 1307.63 FEET, TO THE POINT OF **POINT OF BEGINNING**;

THENCE SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 653.83 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 651.51 FEET;

THENCE NORTH 01 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 655.45 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 21 SECONDS EAST, 650.74 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 426,080 SQUARE FEET OR 9.781 ACRES, MORE OR LESS



P 602 889 1984 | F 602 889 0501
8808 N CENTRAL AVE., SUITE 288
PHOENIX, AZ 85020
PHOENIX@LDGENG.COM

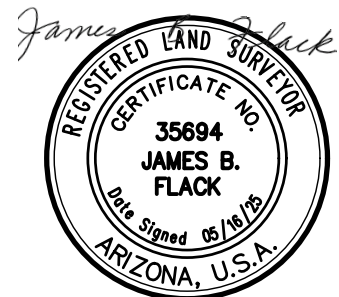
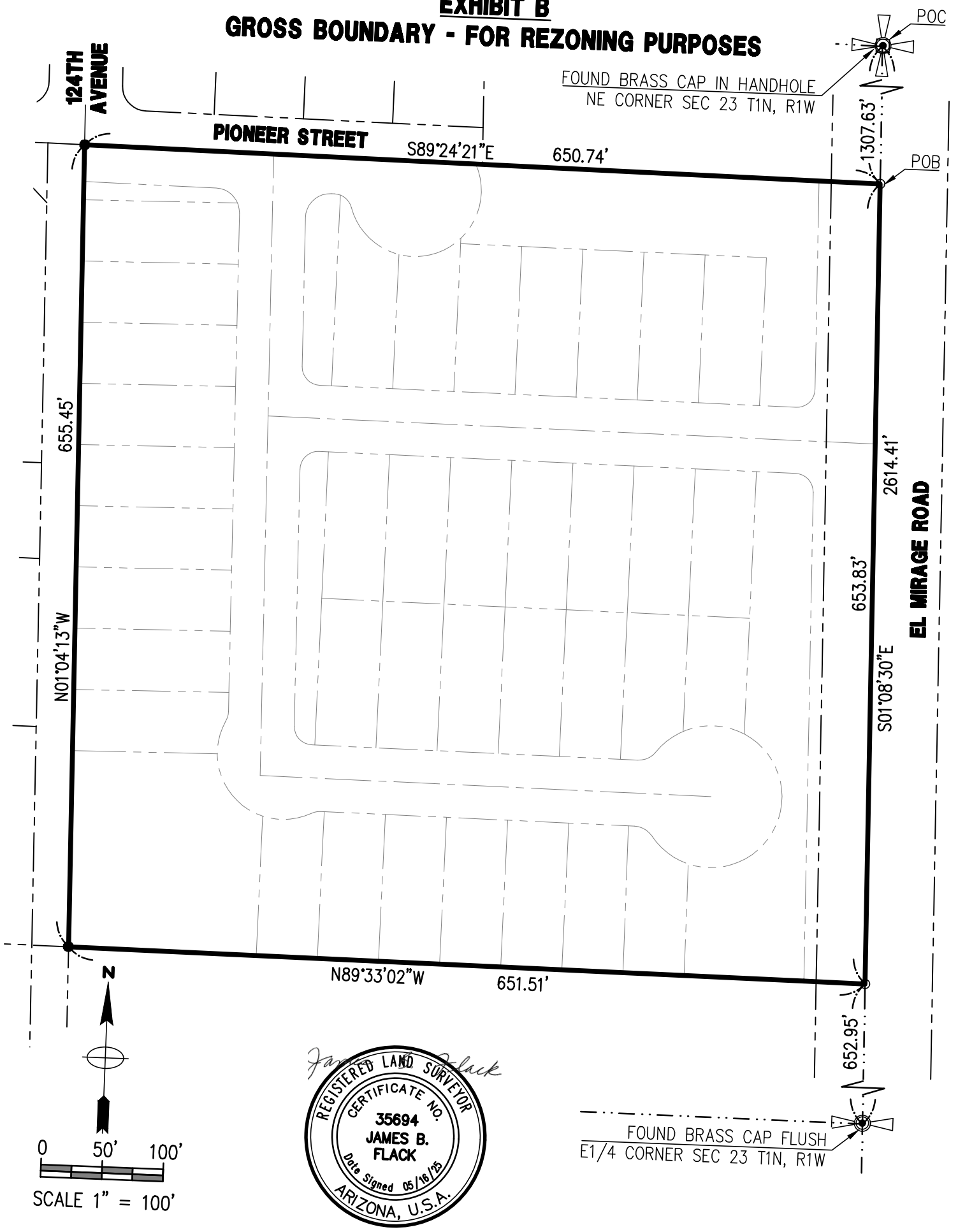
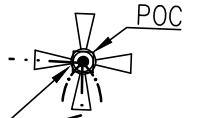


EXHIBIT B
GROSS BOUNDARY - FOR REZONING PURPOSES



FOUND BRASS CAP IN HANDHOLE
NE CORNER SEC 23 T1N, R1W



POB

1307.63'

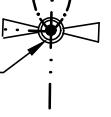
EL MIRAGE ROAD

2614.41'

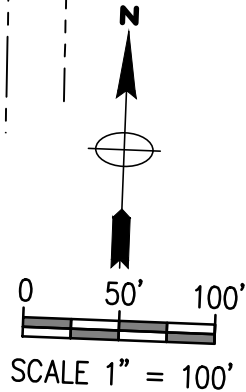
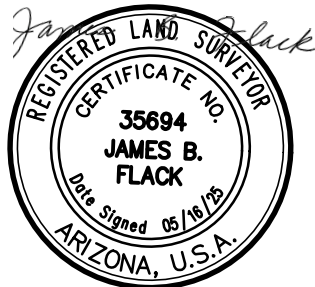
653.83'

S01°08'30"E

652.95'



FOUND BRASS CAP FLUSH
E1/4 CORNER SEC 23 T1N, R1W



ITEM NUMBER: 5.c.

SUBJECT: Public Hearing - Results of Biennial Audit of Development Impact Fees

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

Creative and Sustainable Community Development - The city's utilization of Development Impact Fees allow infrastructure in the city to keep pace with growth without burdening current residents, businesses, and visitors.

PURPOSE:

City Council will hold a public hearing on the development impact fee biennial certified audit, as required by A.R.S. 9-463.05. This item is for a public hearing and discussion only.

BACKGROUND:

A.R.S. 9-463.05 places requirements on municipalities' development impact fees (DIF). In order to charge DIF for the development of new infrastructure, the City must adopt an Infrastructure Improvement Plan (IIP) and Land Use Assumptions (LUA). The statute also requires that the City either create an infrastructure improvements advisory committee or have a biennial certified audit on the adopted IIP and LUA by a qualified professional that is not an employee of the City.

To comply with the statutory requirements, the City has opted to contract with Heinfeld, Meech & Co., P.C. (Heinfeld Meech) to conduct the biennial certified audit for the period of July 1, 2022 to June 30, 2024. Within 60 days of the release of the biennial audit to the public, the City must hold a public hearing on the results of the biennial audit. The biennial certified audit was posted on June 2, 2025.

DISCUSSION:

Heinfeld, Meech & Co., P.C. performed agreed upon procedures that were in compliance with the requirements set forth in A.R.S. 9-463.05 for the biennial certified audit. The report examined the following procedures: the progress of the infrastructure improvement plan, the collection and expenditure of development impact fees for each project in the plan, and evaluating any inequities in implementing the plan or imposing the development impact fee. The biennial certified audit examined the two year period between July 1, 2022 and June 30, 2024.

The report cited one finding. Variances were noted for growth projections related to population, residential housing units, nonresidential square footage, and employment. A full copy of the report is attached to this Council Agenda item.

There is no action for the City to take regarding the finding of the report.

BUDGET IMPACT:

There is no impact to the budget.

RECOMMENDATION:

Hold a public hearing on the biennial certified audit for development impact fees collected between July 1, 2022 and June 30, 2024 as required by A.R.S. 9-463.05.

Contact person for document distribution:

City of Avondale, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions,
Infrastructure Improvement Plan
and Development Impact Fees
For the Period July 1, 2022 through June 30, 2024

City of Avondale, Arizona
Table of Contents

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Summary of Findings	3
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Independent Accountant's Report on Applying Agreed-Upon Procedures

Honorable Mayor and Members of the City Council

We have performed this agreed-upon procedures engagement to assist management of the City of Avondale, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees". As such, we have performed the procedures identified below, solely to assist users in evaluating the City's compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2022 through June 30, 2024, as specified in A.R.S. 9-463.05.G.2. City of Avondale, Arizona's management is responsible for its compliance with those requirements.

City of Avondale, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

- a. Compared growth projections for 2023 and 2024 related to population, residential housing units, nonresidential square footage, and employment as reported in the Infrastructure Improvement Plan (IIP) to actual results. A list of all variances will be reported in the Summary of Findings.
- b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
 - i. Agreed expenditures as of June 30, 2024 to the underlying accounting records.
 - ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

- c. Selected a sample of 120 building permits issued and determine if fees are charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder. Any inequities in the imposition of development fees are reported in the Summary of Findings.
- d. Selected a sample of 25 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

- e. Determined each developer/unit was charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
- f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were engaged by City of Avondale, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Avondale, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Avondale, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
May 29, 2025

Finding No. 1

Variances were noted for growth projections related to population, residential housing units, nonresidential square footage, and employment as reported in the Land Use Assumptions when compared to actual results. All variances are reported below.

2023				
	Projected	Actual	Variance	Variance %
Population	92,626	94,821	2,195	2%
Residential Housing Units	34,273	31,078	(3,195)	-9%
Nonresidential Square Footage (1,000 sf)	11,990	13,177	1,187	10%
Employment	19,298	24,886	5,588	29%

2024				
	Projected	Actual	Variance	Variance %
Population	96,609	96,803	194	0%
Residential Housing Units	30,724	32,216	1,492	5%
Nonresidential Square Footage (1,000 sf)	13,318	14,471	1,153	9%
Employment	21,825	21,560	(265)	-1%

APPENDIX A

PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Project Description	IIP Fund	Estimated Costs	Expenditures 7/1/2023 - 6/30/2024 (update) impact fee only	Estimated Cost to Complete	FY Budget Plan (update)
Future Park Expansion	Parks	4,224,000		4,206,000	2 parks in progress
General Fund Loan Repayment	Parks	2,500,000	3,040,000	2,500,000	Completed
Alamar Fire Station (S0013)	Fire	7,508,000		7,508,000	In progress
Alamar Station Vehicle (S0013)	Fire	1,000,000	1,180,000	1,450,000	In progress
Additional Fire Vehicles	Fire	1,321,000	45,205	1,321,000	
Alamar Police Substation (S0013)	Police	7,984,000		7,984,000	In progress
Police Vehicles & Equipment	Police	1,408,000		1,408,000	
Intersection Improvements @ Thomas & Avondale Blvd (T0202)	Streets	800,000	47,910	715,000	Completed FY24
Intersection Improvements @ Lower Buckeye & Avondale Blvd (T0173)	Streets	4,949,000	2,869,092	3,156,419	Completed FY24
Intersection Improvements @ Lower Buckeye & El Mirage (T0138)	Streets	1,136,000	142,553	1,100,292	Completed FY25
Future Arterial Capacity Expansion	Streets	7,500,000		7,500,000	Project starting in FY26
Well #33 The BLVD Well & Transmission (U0131)	Water	2,880,000	350,208	2,577,197	Completed FY25
Well at 107th & Encanto (SRP shared well cost in design) (U0159)	Water	455,000	15,423	1,000,000	In progress
McDowell Rd 16-inch Waterline - Avondale to 99th Ave (U0080)	Water	662,500		800,000	FY31
99th Ave Waterline - Thomas to Encanto (U0006)	Water	956,000		878,000	Determined water line is not needed
Garden Lakes Site - 2nd Reservoir & Booster Improvements (U0363)	Water	8,358,000		10,750,000	Design FY28
Future Well (U0475)	Water	2,700,000		3,700,000	Design FY30
Nitrate Removal System for Coldwater Booster Station (U0360)	Water	5,545,000		6,000,000	Design FY29
16-inch Waterline Dysart Road - Illini to Roeser (U0221)	Water	520,000		570,000	FY31
16-inch Waterline El Mirage - Elwood to Lower Buckeye (U0222)	Water	225,000		270,000	FY31
16-inch Waterline 107th - Jones to Superior (U0223)	Water	125,000		150,000	FY31
16-inch Waterline 107th - Superior to Lower Buckeye (U0224)	Water	175,000		210,000	FY31
Dysart Rd Waterline - Roeser Alignment to Southern (U0326)	Water	630,000		780,000	FY31
Northside Booster Well Site - Land Purchase & DCR (U0090)	Water	75,000	131,445	75,000	Completed FY24
NAWS Project	Water	3,682,500		391,000	Design FY31
New River-Agua Fria River Underground Storage Project (NAUSP)	Water	7,200,000		7,200,000	Completed FY23
White Mountain Apache Tribe Water Settlement (U0164)	Water	2,800,000		3,000,000	Funded
Wastewater Treatment Plant Expansion Phase II (U0219)	Sewer	79,590,000			In progress

a) The source of the information in the City of Avondale 2012 Infrastructure Improvements Plan and reflects the impact fee eligible portion in IIP

b) The source of the information is the City's financial records and includes expenditures of impact fees collected after August 1, 2019.

APPENDIX A

PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Project Description	IIP Fund	Estimated Cost	Expenditures 8/1/2019 - 6/30/2020 (impact fee only)	Expenditures 7/1/2020 - 6/30/2022 (impact fee only)	Expenditures 7/1/2022 - 6/30/2023 (update) impact fee only	Estimated Cost to Complete	FY Budget Plan (update)
Additional apparatus (Incremental) - pg 18 (Split between 1040/S0013 (1040) & S0056)	Fire	\$1,587,088			854,815	1,587,088	S0056 Completed FY23, S0013 2022 IIP
Additional Fire Stations (Lakin) - pg 13 (1040/S0013, fire portion)	Fire	3,138,239				\$15,913,000	2022 IIP
Library Debt - growth share - pg 26 (8110)	Library	625,586	280,100	155,000		0	Completed FY22
Future Park (Incremental) - pg 37 (P0171)	Parks	7,885,825		7,652,939	217,407	8,467,000	Completed FY24 (no DIF expenses in 2022 IIP)
Police Stations (Incremental / Lakin) - pg 40 (1040/S0013, police portion)	Police	2,780,695				10,805,000	Completed
Police Property and Evidence - pg 41 (1161) (S0100)	Police	789,917	551,391			9,497,000	Project not defined
Vehicles and Equipment (incremental) - pg 42	Police	1,106,009				1,106,009	Project not defined
Communications Equipment (incremental) pg 43	Police	381,680				381,680	FY31/32
Dysart Road Extension (1021) (Linked to U0047)	Streets	1,810,000				3,170,000	Completed FY24 (no DIF expenses in 2022 IIP)
Avondale Blvd - McDowell and Thomas (1125) (T0016)	Streets	1,708,000	61,907		1,647,000	1,708,000	Project not in 10 year plan
Van Buren St - Fairway to 121st Ave (1146)	Streets	974,500				975,000	Project not in 10 year plan
Avondale Blvd - Lower Buckeye to Miami (1166)	Streets	280,800				2,096,000	
El Mirage - Lower Buckeye to Calle Hermosa (1172) (T0404)	Streets	468,500				469,000	Design FY26
107th Ave/McDowell (1224) (T0002)	Streets	2,735,000	162,489	2,379,757		3,710,000	Completed FY23 (no DIF expenses in FY23)
Van Buren - 107th to Avondale (1334) (T0210)	Streets	1,863,000				7,825,000	Design FY31
Fairway Drive - Van Buren to Garfield (1336) (T0052)	Streets	3,029,000	518,473	2,494,918		3,500,000	Completed
McDowell Road & 107th Ave - Dual Turn Lanes (1382) (T0079)	Streets	400,000	150,000	250,000		500,000	Completed FY22
El Mirage & Buckeye - NBR Turn Lane (1459) (T0049)	Streets	240,000	176,479			700,000	Completed
Dysart Rd Widening - Whyman to Buckeye (1600)	Streets	1,029,800				2,600,000	FY31/32
Traffic Signal - 107th and Pierce (1127) (T0207)	Streets	475,000				525,000	Design FY28
Traffic Signal - Avondale and Lower Buckeye (1170) (T0173)	Streets	600,000			287,327	3,300,000	Completed FY24
Traffic Signal - El Mirage and Lower Buckeye (1171) (T0138)	Streets	575,000		12,547	71,315	625,000	In progress
Traffic Signal - 107th Ave and Dealer Dr (1180)	Streets	475,000					Project not in 10 year plan
Traffic Signal - 107th Ave and Roosevelt (1181) (T0213)	Streets	475,000				525,000	Not in current IIP
Traffic Signal - 119th Ave and McDowell (1187) (T0135)	Streets	475,000				747,000	Completed FY22
Traffic Signal 119th Ave and Lower Buckeye (1188)	Streets	475,000		258,396		525,000	FY31
Traffic Signal - Central and Lower Buckeye (1195)	Streets	475,000				1,125,000	Design FY31
Traffic Signal - Dysart and Lower Buckeye (1248)	Streets	475,000					Project not in 10 year plan
Traffic Signal - Maricopa and Avondale Blvd (1381) (T0141)	Streets	470,000	465,456			465,456	Completed FY2021
Traffic Signal - Broadway and Avondale Blvd (1383) (T0136)	Streets	730,000				1,300,000	Developer constructing
Traffic Signal - Thomas and 137th Ave (1437) (T0139)	Streets	475,000					Completed FY20
Charles M Wolf Phase 1 Expansion (pg 67)	Sewer	18,733,120					Collection for previous expansion
Wastewater Collection Cost Recovery (pg 68) (9200)	Sewer	8,949,047					Collection for previous expansion
99th Avenue Waterline Thomas-McDowell (1133) (U0006)	Water	800,000				878,000	Determined water line is not needed
Future Well (1318)	Water	2,700,000				2,700,000	2022 IIP
Dysart Rd Waterline, Roser Align-Southern (1302) (U0326)	Water	1,000,000				1,000,000	2022 IIP
Dysart Rd Waterline, Whyman-Lower Buckeye (1231) (U0361)	Water	400,000				450,000	FY28
Future Well, North of I10 (1131) (U0156)	Water	4,400,000		14,165	13,467	4,300,000	In progress
Future Well, North of Van Buren (1142) (U0131)	Water	2,900,000		49,096	528,073	2,880,000	Completed FY25
McDowell Road Waterline, 117th - Avondale (1135) (U0077)	Water	300,000				300,000	Project deactivated (developer may build)
Well #27 Corporate/El Mirage (1214) (U0159)	Water	2,500,000				1,630,566	In progress
Wellhead Treatment (1068) (U0160)	Water	1,500,000					Complete FY20
Nitrate Removal System for Coldwater Booster Station (1340) (U0360)	Water	5,545,000				5,545,000	FY29 Design
McDowell Rd 16 inch Waterline Avondale to 99th (1468) (U0080)	Water	2,650,000			482,057	2,650,000	Construction FY31

APPENDIX A

[illegible]

a) The source of the information in the City of Avondale 2019 Infrastructure Improvements Plan and reflects the impact fee eligible portion in IIP

b) The source of the information is the City's financial records and includes expenditures of impact fees collected after August 1, 2019.

ITEM NUMBER: 5.d.

SUBJECT: Resolution 1041-0625 - Setting the Fiscal Year 2026 Primary and Secondary Property Tax Levy

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

City Council will consider a request to adopt Resolution 1041-0625, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2026, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 2, 2025 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the May 16th and May 23rd editions of the Southwest Valley Republic.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2026. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$4,336,412. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.6095 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$6,045,322. The secondary property tax rate is \$0.8497 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimate tax rate for FY2026 is \$1.4592 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is \$10,381,734.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2026 budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of \$4,336,412 and the secondary property tax levy in the amount of \$6,045,322 for the fiscal year ending June 30, 2026.

Contact person for document distribution:

RESOLUTION NO. 1041-0625

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2025-2026 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 1033-0625 at a meeting of the City Council held on June 2, 2025, at least 14 days prior to adoption of this Resolution No. 1041-0625; and

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

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

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

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.6095 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$4,336,412), the

maximum levy allowed by law for the fiscal year ending on June 30, 2026.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8497 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$6,045,322) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2026.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

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

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 16, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.e.

SUBJECT: Presentation - Fiscal Year 2026 Proposed Fee Changes

MEETING DATE: 6/16/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports 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 proposed fees allow the city to recover a portion of its costs for certain services, ensuring the city has the resources to innovate and provide high-quality service to residents, businesses, and visitors.
-

PURPOSE:

City Council will hear a presentation on the Fiscal Year 2026 proposed fee changes, including any public feedback received. This item is for discussion only.

BACKGROUND:

Avondale maintains a schedule of fees for services provided to the community. Fees and charges are dependent on the public benefit gained and are set by City Council. Some fees are significantly lower than actual cost, like Aquatics Center entrance fees or park rental fees, to maintain resident accessibility and quality of life. Other fees, like development-related charges, have less of a public benefit and should recover more of the cost of providing those services.

The annual budget process includes a review of City fees with updates proposed annually. Last year, Council requested staff to take a more holistic approach to evaluate and propose new fees. The City contracted with MGT Consulting Group (MGT) to evaluate fees related to Development Services, Engineering, and Fire, including their structure, the City's cost to provide the services, and a comparison of the City's fees to neighboring cities.

In addition to the updates to the fees covered by the MGT study, staff recommends updating the court enhancement fee, copy fees, and special event fees.

DISCUSSION:

The City of Avondale currently has 764 fees, including 452 fees related to Development Services, Engineering Services, and Fire and Medical - Fire Prevention. Findings from the MGT study revealed that 73% of these fees had not been adjusted since 2019. The methodology used by MGT to calculate City costs consisted of the time it takes staff to complete the services and the full cost to the city, including indirect and overhead costs. Current fees were then compared against City costs and neighboring city fees, where applicable.

In addition to the study performed by MGT, Development Services, Engineering, and Fire staff performed further analysis for each of their respective fees and are providing recommended changes for Fiscal Year 2026. Staff identified areas where current fees do not reflect the actual cost of service, or where adjustments may be warranted due to inflation, service enhancements, or jurisdictional competitiveness. The recommended fees are designed to recover an appropriate share of the cost of providing services while staying competitive with neighboring jurisdictions.

Some of the suggested changes include:

- Restructuring fees to make them more understandable for applicants and residents
- Removing fees that are no longer used or applicable
- Reducing fees that exceed 100% cost recovery
- Increasing fees, but remaining competitive with peer jurisdictions

To ensure transparency and community input on the proposed changes, the following outreach efforts were made:

- Public notice was posted on the City's website, informing the public of the City's consideration to update the citywide user fee schedule
- A social media post was made to encourage residents and development partners to provide feedback
- The project was posted on the Avondale Connect website, opening the recommendations for public comment
- A Business Ambassador Event was held to solicit feedback from developers

Commentary received thus far has been considered, and is reflected in the updated proposed citywide fee schedule.

Outside of the study, staff also recommends a correction to the court enhancement fee, consolidation of citywide copy fees, and the restructuring of special event fees.

The proposed effective date of the fee recommendations is September 1, 2025.

BUDGET IMPACT:

Strategic fee adjustments will strengthen financial sustainability by establishing predictable revenue streams, better aligning revenues with service costs, and can provide funding for long-term maintenance or capital needs.

RECOMMENDATION:

This item is for discussion only. Staff will incorporate Council and community feedback and return with a formal proposal for adoption at the July 7, 2025 Council meeting.

Contact person for document distribution: Stephanie Badsgard

Fire Department - Prevention

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	Per Inspection	\$ 100.00	\$ 225.00	\$ 160.00	Increase but stay competitive
Other Fire Code - Additional Inspections (Two Hour Minimum)	Per Hour	\$ 50.00	\$ 125.00	\$ 100.00	Increase but stay competitive
Other Fire Code - Re-inspection fee	Per Occurrence	\$ 100.00	\$ 95.00	\$ 95.00	Decrease to equal 100% cost recovery
Other Fire Code - Standby Personnel (Overtime)	Per Overtime Hour	\$ 75.00	\$ 190.00	\$ 100.00	Increase but stay competitive
Other Fire Code - Standby Personnel (Two Hour Minimum)	Per Hour	\$ 50.00	\$ 125.00	\$ 100.00	Increase but stay competitive
Stop Work Order Inspection	Per Occurrence	\$ 250.00	\$ 365.00	\$ 300.00	Increase but stay competitive
Annual Operational Permit	Per Permit	\$ 200.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Battery System - Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Battery System - New Installation	Per Permit	\$ 200.00	\$ 500.00	\$ 250.00	Increase but stay competitive
Capacitor Energy Storage Systems - Modification	Per Permit	\$ 100.00	\$ 435.00	\$ 300.00	Increase but stay competitive
Capacitor Energy Storage Systems - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Cryogenic Fluid - Alteration	Per Permit	\$ 100.00	\$ 505.00	\$ 300.00	Increase but stay competitive
Cryogenic Fluid - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Emergency Alarm System - Modification	Per Permit	\$ 150.00	\$ 435.00	\$ 200.00	Increase but stay competitive
Expedited Operational Permit (Application submitted within 21 days of event)	Double Permit Fee	\$ 200.00	\$ 600.00	\$ 300.00	Increase but stay competitive
Flammable and Combustible Liquids Facilities	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Flammable and Combustible Liquids Facilities - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Flammable and Combustible Liquids Facilities - New	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Fuel Cell Power Systems - Modification	Per Permit	\$ 100.00	\$ 505.00	\$ 300.00	Increase but stay competitive
Fuel Cell Power Systems - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Gas Detection System	Per Permit	N/A	\$ 290.00	\$ 200.00	New Combined Fee
Gas Detection System - Modification	Per Permit	\$ 150.00	\$ -	\$ -	Remove Fee & Combine
Gas Detection System - New Installation	Per Permit	\$ 300.00	\$ -	\$ -	Remove Fee & Combine
Industrial Ovens	Per Permit	N/A	\$ 500.00	\$ 300.00	New Combined Fee
Industrial Ovens - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Industrial Ovens - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
L-P Gas - Modification - L-P Gas System	Per Permit	\$ 150.00	\$ 435.00	\$ 300.00	Increase but stay competitive
Mainline/Lateral Fire Hydrant Valve	Each	\$ 40.00	\$ 360.00	\$ 50.00	Increase but stay competitive
Motor Vehicle Repair Rooms and Booths	Per Permit	N/A	\$ 360.00	\$ 200.00	New Combined Fee
Motor Vehicle Repair Rooms and Booths - Modification	Each	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Motor Vehicle Repair Rooms and Booths - New Installation	Each	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Other Power System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Other Power System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Other Power System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Plan Extraction System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Plan Extraction System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Plan Extraction System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Smoke Control/Exhaust System - Modification	Per Permit	\$ 150.00	\$ 360.00	\$ 200.00	Increase but stay competitive
Smoke Control/Exhaust System - New Installation	Per Permit	\$ 300.00	\$ 425.00	\$ 200.00	Decrease but stay competitive
Sprinkler Monitoring System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Sprinkler Monitoring System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Sprinkler Monitoring System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Water Main (1-299 LF)	Linear Foot	\$ 4.00	\$ 2.81	\$ 2.81	Decrease to equal 100% cost recovery
Water Main (Greater than 1000 LF) combined with Engineering fee	Linear Foot	\$ 1.45	\$ -	\$ 1.45	Remove Fee
Alternative Fire-Extinguishing System - New Installation Commercial Cooking - Single System	Per Permit	\$ 150.00	\$ 360.00	\$ 200.00	Increase but stay competitive
Fire Alarm, Detection & Notification System - Modification (including TI), over 50 devices	Per Permit	\$ 500.00	\$ 300.00	\$ 300.00	Decrease to equal 100% cost recovery
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	Per Permit	\$ 100.00	\$ 430.00	\$ 200.00	Increase but stay competitive
Automatic Fire Sprinkler System - New Installation 52,001 - 104,000 sq. ft.	Per Permit	\$ 800.00	\$ 565.00	\$ 500.00	Decrease but stay competitive
Automatic Fire Sprinkler System - New Installation 104,001 - 208,000 sq. ft.	Per Permit	\$ 1,360.00	\$ 635.00	\$ 600.00	Decrease but stay competitive
Automatic Fire Sprinkler System - New Installation over 208,000 sq. ft.	Per Permit	N/A	\$ 965.00	\$ 800.00	New Combined Fee
Automatic Fire Sprinkler System - New Installation 208,001 - 416,000 sq. ft.	Per Permit	\$ 2,240.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - New Installation 416,001 - 624,000 sq. ft.	Per Permit	\$ 2,640.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - New Installation over 624,000 sq. ft.	Per Permit	\$ 3,520.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 Sprinklers	Per Permit	\$ 300.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - Modification (including TI), over 500 Sprinklers	Per Permit	\$ 400.00	\$ -	\$ -	Remove Fee & Combine

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 05.29.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Automatic Fire Sprinkler System - Modification (including TI), over 100 Sprinklers	Per Permit	N/A	\$ 500.00	\$ 300.00	New Combined Fee
Compressed Gases	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Compressed Gases - New Installation - Under 400 lbs:	Per Permit	\$ 150.00	\$	\$	Remove Fee & Combine
Compressed Gases - New Installation - Over 400 lbs:	Per Permit	\$ 300.00	\$	\$	Remove Fee & Combine
Compressed Gases - Modification	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 5,001 - 10,000 sq. ft.	Per Permit	\$ 400.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 10,001 - 50,000 sq. ft.	Per Permit	\$ 600.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 5,001 - 50,000 sq. ft.	Per Permit	N/A	\$ 565.00	\$ 500.00	New Combined Fee
Fire Alarm, Detection & Notification System - New Installation 50,001 - 100,000 sq. ft.	Per Permit	\$ 900.00	\$ 635.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - New Installation 100,001 - 150,000 sq. ft.	Per Permit	\$ 1,200.00	\$ 770.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - New Installation over 150,000 sq. ft.	Per Permit	\$ 1,500.00	\$ 835.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - Modification (including TI), 1-5 devices	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI), 6-20 devices	Per Permit	\$ 200.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI), 21-50 devices	Per Permit	\$ 400.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI)	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Fire Department Access - New Installation - Fire Apparatus Automatic/Manual Access Gate (Each)	Per Permit	N/A	\$ 235.00	\$ 150.00	New Combined Fee
Fire Department Access - New Installation - Fire Apparatus Automatic Access Gate (Each)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Department Access - New Installation - Fire Apparatus Manual Access Gate (Each)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Pump	Per Permit	N/A	\$ 565.00	\$ 500.00	New Combined Fee
Fire Pump - Modification (Minimum One Hour)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Pump - New Installation	Per Permit	\$ 500.00	\$	\$	Remove Fee & Combine
Flammable and Combustible Liquid Tanks - New Installation Tank	Per Permit	\$ 200.00	\$ 565.00	\$ 300.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - New Installation >120 gal. Part of Emergency/Standby Power	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Each Additional Tank Installed	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Each Additional Tank Removed at Same Time	Per Permit	\$ 50.00	\$ 300.00	\$ 100.00	Increase but stay competitive
Hazardous Materials - HMIS Assessment (Minimum One Hour)	Per Hour	\$ 100.00	\$	\$	Remove Fee & Combine
Hazardous Materials - HMMP Assessment (Minimum One Hour)	Per Hour	\$ 100.00	\$	\$	Remove Fee & Combine
Hazardous Materials - New Installation - HazMat Container, Tank or Process	Per Review	\$ 200.00	\$ 565.00	\$ 400.00	Increase but stay competitive
Hazardous Materials - Each Additional Container, Tank, or Process Installed at the Same Time	Per Review	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Hazardous Materials - Modification (One Hour Minimum)	Per Hour	\$ 100.00	\$ 130.00	\$ 100.00	Increase but stay competitive
L-P Gas - New Installation - Prefilled Storage Containers Portable Cylinders for Consumer Exchange	Per Permit	\$ 100.00	\$ 235.00	\$ 100.00	New Combined Fee
L-P Gas - New Installation - Storage Containers Awaiting Use or Resale	Per Permit	\$ 200.00	\$ 235.00	\$	Remove Fee & Combine
Other Fire Code - High-Piled Storage Plan	Per Permit	\$ 100.00	\$ 570.00	\$ 200.00	Increase but stay competitive
Other Fire Code - Public Safety Radio Amplification System	Per Permit	\$ 300.00	\$ 300.00	\$ 200.00	Decrease but stay competitive
Spraying, Dipping or Powder - New Installation - Spray Room, Dip Tank, or Booth	Per Permit	\$ 250.00	\$ 565.00	\$ 300.00	Increase but stay competitive
Spraying, Dipping or Powder- Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Temporary Use - Amusement Building - 30 Days	Per Permit	\$ 200.00	\$ 365.00	\$ 300.00	Increase but stay competitive
Temporary Use - Blasting Site Operations (Each 30 Day Period)	Per Permit	\$ 250.00	\$ 560.00	\$ 500.00	Increase but stay competitive
Temporary Use - Consumer Fireworks Retail Sales -30 Days	Per Permit	\$ 300.00	\$ 165.00	\$ 165.00	Decrease to equal 100% cost recovery, modify fee title
Temporary Use - Consumer Fireworks Wholesale Distribution and/or Storage -30 Days	Per Permit	\$ 900.00	N/A	\$ 900.00	Modify Fee Title
Temporary Use - Exhibits and Trade Show	Per Permit	\$ 100.00	\$ 300.00	\$ 200.00	Increase but stay competitive
Temporary Use - Fireworks Display - Each Location	Each Location	N/A	\$ 685.00	\$ 500.00	New Combined Fee
Temporary Use - Fireworks Display - Repeat Location Previously Approved	Per Permit	\$ 200.00	\$	\$	Remove Fee & Combine
Temporary Use - Fireworks Display - Each New Location	Per Permit	\$ 300.00	\$	\$	Remove Fee & Combine
Temporary Use - Flame Effects	Per Permit	\$ 250.00	\$ 300.00	\$ 300.00	Increase but stay competitive
Temporary Use - Fuel Tank & Dispensing	Per Permit	\$ 100.00	\$ 300.00	\$ 200.00	Increase but stay competitive
Temporary Use - Motor Vehicle Fueling from Tank Vehicles	Per Permit	\$ 200.00	\$ 300.00	\$ 300.00	Increase but stay competitive
Temporary Use - Open Burning or Bon Fires	Per Permit	\$ 50.00	\$ 230.00	\$ 50.00	Modify Fee Title
Temporary Use - Pyrotechnics Display	Per Permit	\$ 250.00	\$ 685.00	\$ 500.00	Increase but stay competitive
Temporary Use - Temporary Fire Apparatus Access Road (Maximum 120 Days)	Per Permit	\$ 1,000.00	\$ 230.00	\$ 200.00	Decrease but stay competitive

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 05.29.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Plan Review Administrative Fee	Per Occurrence	\$ 50.00	\$ 65.00	\$ 50.00	Remove Fee
Fire Plan Review Fee - When No Other Fee is Applied (One Hour Minimum)	Per Hour	\$ 100.00	\$ 135.00	\$ 100.00	Modify Fee Title
Fire Plan Review Submittal Fee	Per Permit	\$ 200.00	\$ 135.00	\$ 200.00	Remove Fee
Other Fire Code - Fire Marshal Review of Alternative Materials & Methods Request, Technical Assistance Request, or Code Modification Request (One Hour Min)	Per Hour	N/A	\$ 170.00	\$ 100.00	New Combined Fee
Other Fire Code - Fire Marshal Review of Alternative Materials and Methods Request(One Hour Minimum)	Per Hour	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Other Fire Code - Fire Marshal Review of Technical Assistance Request (One Hour Minimum)	Per Hour	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Other Fire Code - Fire Marshal Review of Code Modification Request	Per Permit	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Hazardous Materials - HMIS or HMMP Assessment (One Hour Minimum)	Per Hour	N/A	\$ 170.00	\$ 100.00	New Combined Fee

Engineering

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
After Business Hours & Green Friday Inspections (2-Hr min.)	Per hour	\$ 120.00	\$ 145.00	\$ 145.00	Increase to 100% cost recovery
Final Plat (Base Fee)	Each	\$ 995.00	\$ 2,524.00	\$ 2,000.00	Increase but stay competitive
Final Plat (per lot)	Per lot	\$ 9.00	\$ 60.00	\$ 20.00	Increase but stay competitive
Final Plat Amendment/Replat	50% of current fee Per Application	\$ -	\$ 2,524.00	\$ 2,000.00	Modify to a flat fee
Final Plat Recordation Fee	Per Recordation	\$ 52.00	N/A	\$ 52.00	New Combined Fee
Minor Land Division	Each	\$ 460.00	\$ --	\$ --	Remove Fee
GER Standards Deviation Application Processing Fee	Per application	\$ 125.00	\$ 1,026.00	\$ --	Remove Fee
Streetsight Repair/Replacement	Per hour; minimum 2 hours	\$ 100.00	\$ 145.00	\$ --	Remove Fee
Streetsight Shield Installation	Each, installed	\$ 100.00	\$ 434.00	\$ --	Remove Fee
Traffic Sign/Signal Repair/Replacement	Per hour; minimum 2 hours	\$ 100.00	\$ 145.00	\$ --	Remove Fee
Concrete - 6" Vertical Curb & Gutter, Single Curb & Ribbon Curb	Linear foot plus \$50 base fee	\$ 0.35	\$ 0.40	\$ 0.40	Increase to 100% cost recovery
Concrete - Bus Bay, Right Turn Lane	Square foot plus \$50 base fee	\$ 0.25	\$ 0.45	\$ 0.35	Increase but stay competitive
Concrete - Return Type Driveway (Commercial)	Square foot plus \$50 base fee	\$ 0.30	\$ 0.10	\$ 0.10	Decrease to equal 100% cost recovery
Concrete - Sidewalk	Square foot plus \$50 base fee	\$ 0.15	\$ 0.17	\$ 0.17	Increase to 100% cost recovery
Concrete - Sidewalk Ramps	Each	\$ 65.00	\$ 284.00	\$ 80.00	Increase but stay competitive
Concrete - Valley Gutter & Apron	Square foot plus \$50 base fee	\$ 0.35	\$ 0.75	\$ 0.75	Increase to 100% cost recovery
Concrete Structures - Catch Basins & Headwalls	Each	\$ 85.00	\$ 229.00	\$ 110.00	Increase but stay competitive
Concrete Structures - Handrail	Linear foot	\$ 2.50	\$ 4.94	\$ 4.94	Increase to 100% cost recovery
Concrete Structures - Scuppers	Each	\$ 85.00	\$ 367.00	\$ 110.00	Increase but stay competitive
Drainage - Drywell	Each	\$ 125.00	\$ 444.00	\$ 300.00	Increase but stay competitive
Drainage - Spillway	Each	\$ 50.00	\$ 530.00	\$ 65.00	Increase but stay competitive
Drainage - Storm Sewer Manholes	Each	\$ 70.00	\$ 978.00	\$ 85.00	Increase but stay competitive
Drainage - Dual Chambered Drywell	Each	N/A	\$ 872.00	\$ 500.00	New Fee, stay competitive
Drainage - Storm Drain Concrete Pipe Collar	Each	N/A	\$ 73.00	\$ 40.00	New Fee, stay competitive
Drainage - Storm Drain Pipe Connection	Each	N/A	\$ 73.00	\$ 40.00	New Fee, stay competitive
Irrigation Manhole/Structure	Each	\$ 75.00	\$ 748.00	\$ 85.00	Increase but stay competitive
Irrigation Pipe	Linear foot	\$ 1.25	\$ 1.02	\$ 1.02	Decrease to equal 100% cost recovery
Landscape Backflow Preventer	Each	\$ 75.00	\$ 583.00	\$ 125.00	Increase but stay competitive
Landscaping (ROW Area)	Square yard	\$ 0.25	\$ 0.87	\$ 0.30	Increase but stay competitive
Mass Grading - Less than 5 Acres	Square Yard	\$ 0.07	\$ --	\$ --	Remove Fee
Mass Grading - 5-20 Acres	Square Yard Per Acre	N/A	N/A	\$ 190.00	Modify fee title and calculation method
Mass Grading - Greater than 20 Acres	Square Yard	\$ 0.05	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) 100 SY - 700 SY	SY plus \$200 base fee	\$ 6.00	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) 701 SY - 1,760 SY	SY plus \$200 base fee	\$ 2.00	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) Area > 1,760 SY	SY plus \$200 base fee	\$ 1.00	\$ --	\$ --	Remove Fee
Paving - Barricade / Guardrail	Linear foot	\$ 4.00	\$ 1.00	\$ 1.00	Decrease to equal 100% cost recovery
Paving - New Conc. Asphalt Pavement (Full Section in Place)	Square yard	\$ 0.65	\$ 0.45	\$ 0.45	Decrease to equal 100% cost recovery
Paving - Slurry / Micro Seal	Square yard	\$ 0.20	\$ 0.21	\$ 0.21	Increase to 100% cost recovery
Paving - Striping (4-in Equiv.)	Linear foot	\$ 0.15	\$ 0.19	\$ 0.19	Increase to 100% cost recovery
Paving - Survey Monuments	Each	\$ 45.00	\$ 185.00	\$ 60.00	Increase but stay competitive

City of Avondale, AZ
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Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Paving - Utility Adjustments (New & Existing in Street ROW)	Each	\$ 30.00	\$ 151.00	\$ 60.00	Increase but stay competitive
Permit Modification	LS	\$ 75.00	\$ 51.00	\$ 51.00	Decrease to equal 100% cost recovery
Retaining Walls	Linear Foot	\$ 0.50	\$ -	\$ -	Remove Fee
Sanitary Sewer - Drop Connection	Each	\$ 50.00	\$ 641.00	\$ 60.00	Increase but stay competitive
Sanitary Sewer - Main Line Pipe	Linear foot	\$ 1.50	\$ 0.99	\$ 0.99	Decrease to equal 100% cost recovery
Sanitary Sewer - Manhole	Each	\$ 135.00	\$ 483.00	\$ 175.00	Increase but stay competitive
Sanitary Sewer - Pipe Connection	Each	\$ 75.00	\$ 270.00	\$ 150.00	Increase but stay competitive
Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	Linear Foot	\$ 25.00	\$ 9.00	\$ 9.00	Decrease to equal 100% cost recovery
Sanitary Sewer - Service Line Pipe	Linear foot	\$ 1.00	\$ 0.84	\$ 0.84	Decrease to equal 100% cost recovery
Sanitary Sewer - Sewer Utility Adjustment (On-Site)	Each	\$ 25.00	\$ 338.00	\$ 55.00	Increase but stay competitive
Sanitary Sewer - Cut / Plug Pipe End	Each	N/A	\$ 36.00	\$ 35.00	New Fee, stay competitive
Sanitary Sewer - Corrosion Protected Lined Manhole	Each	N/A	\$ 980.00	\$ 150.00	New Fee, stay competitive
Sanitary Sewer - Large Dia. Pipe (>15") Manhole / Deep MH (>18')	Each	N/A	\$ 1,116.00	\$ 155.00	New Fee, stay competitive
Streetlights - Streetlight (Concrete Pedestal Base)	Each	\$ 40.00	\$ 221.00	\$ 90.00	Increase but stay competitive
Streetlights - Pedestrian Light	Each	N/A	\$ 218.00	\$ 80.00	New Fee, stay competitive
SWPPP Post-Civit BMP Installations (Pad, Pre-Building)	Base Fee	\$ 200.00	\$ -	\$ -	Remove Fee
SWPPP Post-Civit BMP Installations (Pad, Pre-Building)	Square Yard	\$ 0.03	\$ -	\$ -	Remove Fee
Theme Wall	Linear Foot	\$ 0.05	\$ -	\$ -	Remove Fee
Traffic Control Plan (TCP) Review/Inspection Fee	Each	\$ 175.00	\$ -	\$ -	Remove Fee
Traffic Control Plan (TCP) Change/Update Review Fee	Each	\$ 50.00	\$ -	\$ -	Remove Fee
Utilities - Bore/Splice Pit	Each	\$ 50.00	\$ 63.00	\$ 60.00	Increase but stay competitive
Utilities - Boring Install Only	Linear foot	\$ 0.75	\$ 4.85	\$ 1.50	Increase but stay competitive
Utilities - Open Cut Trenching Only (in ROW) Un-paved	Linear foot	\$ 0.75	\$ 0.83	\$ 0.83	Increase to 100% cost recovery
Utilities - Pothole	Each	\$ 50.00	\$ 59.00	\$ 59.00	Increase to 100% cost recovery
Water - Fire Line	Linear foot	\$ 1.30	\$ 0.97	\$ 0.97	Decrease to equal 100% cost recovery
Water - Water Valve or ARV MH Vault	Each	\$ 65.00	\$ 762.00	\$ 150.00	Increase but stay competitive
Water - Blow Off/Tapped Cap	Each	\$ 40.00	\$ 518.00	\$ 70.00	Increase but stay competitive
Water - Fire Hydrants	Each	\$ 50.00	\$ 312.00	\$ 150.00	Increase but stay competitive
Water - Meter Box	Each	\$ 25.00	\$ 85.00	\$ 30.00	Increase but stay competitive
Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	Each	\$ 150.00	\$ 591.00	\$ 225.00	Increase but stay competitive
Water - Water Valve Utility Adjustment	Each	\$ 25.00	\$ 208.00	\$ 60.00	Increase but stay competitive
Water - Water Line Connection/Service Tap	Each	\$ 65.00	\$ 159.00	\$ 80.00	Increase but stay competitive
Water - Water Main Line (1-299 LF)	Linear foot	\$ 4.00	\$ 2.81	\$ 2.81	Decrease to equal 100% cost recovery
Water - Water Main Line (Greater Than 1,000 LF)	Linear Foot	\$ 1.45	\$ -	\$ -	Remove Fee
Water - Pipe Encasement Sleeving / Extra Protection	Linear Foot	N/A	\$ 24.00	\$ 20.00	New Fee, stay competitive
Water - Cut / Plug Pipe End	Each	N/A	\$ 36.00	\$ 35.00	New Fee, stay competitive
Minor Land Division Recordation Fee	Per application	\$ 31.00	\$ 50.00	\$ -	Remove Fee
Water - Cut / Plug Pipe End	Remove	\$ 31.00	\$ -	\$ -	Remove Fee
Second and Subsequent Re-Inspections Required for Failure to Correct Deficiencies	Per hour (min 2 hour)	\$ 120.00	\$ 224.00	\$ 140.00	Increase but stay competitive
SWPPP Inspection Fee	Flat Fee	N/A	\$ 872.00	\$ 300.00	New Fee, stay competitive
Pavement Cut Post Construction 0-12 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Pavement Cut Post Construction 13-24 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Pavement Cut Post Construction 25-36 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Telecom- Boring Install Only	Per Linear Foot	\$ 0.75	\$ 2.61	\$ 0.40	Decrease to remain competitive
Telecom- Open Cut Trench Only (in ROW) unpaved	Per Linear Foot	N/A	\$ 0.83	\$ 0.75	New Fee, stay competitive
Telecom- Open Cut Trench Only (in ROW) paved	Per Linear Foot	N/A	\$ 6.19	\$ 3.00	New Fee, stay competitive
Telecommunication and Right-of-Way	Per linear foot in ROW	N/A	\$ -	\$0.84 - \$3.00	Based on fiber contract
Encroachment	Per Request	\$ 180.00	\$ -	\$ -	Remove Fee
Traffic Control Plan High Volume Arterial Road Closure	Per Lane/Day For Every 1/2 Mile	\$ 140.00	\$ 23.00	\$ 150.00	Increase surcharge
Traffic Control Plan Low Volume Arterial Closure	Per Day	\$ 500.00	\$ -	\$ -	Remove Fee
Traffic Control Plan Special Event Closure	Per Day	\$ 75.00	\$ -	\$ -	Remove Fee
Traffic Control Plan Review	Per Request	\$ 150.00	\$ 315.00	\$ 150.00	Modify fee title
Traffic Control Plan - Message Boards	Day/Per Device	N/A	\$ 62.00	\$ 30.00	New Fee, stay competitive
Traffic Control Plan - Residential / Local Road Closure	Day per 1/2 mi	N/A	\$ 62.00	\$ 50.00	New Fee, stay competitive
Traffic Control Plan - Collector / Industrial Road Closure	Ln/Day per 1/2 mi	N/A	\$ 62.00	\$ 100.00	New Fee
Copies - Non Standard Sizes (Plans, Maps, other)	Per Sheet	\$ 3.00	\$ -	\$ -	Remove Fee & Combine
General Engineering Requirements (GER) Manual	Each	\$ 25.00	\$ 18.00	\$ -	Remove Fee
MAG Supplement Manual	Each	\$ 30.00	\$ 18.00	\$ -	Remove Fee

City of Avondale, AZ
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Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Building Plan Review	Per Hour	\$ 200.00	\$ -	\$ -	Remove Fee
Grading & Drainage Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Improvement Plans (Commercial) - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
All Plan Reviews	Per Sheet	\$ 375.00	\$ 554.00	\$ 375.00	New Combined Fee
Paving & Storm Drain Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Sewer Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Streetlight Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Striping & Signing Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Traffic Signal Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Water Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Engineering Plan Review - Landscape/Other - First Review	First Review	\$ 375.00	\$ -	\$ -	Remove Fee
Second & Subsequent Review of All Plans	Per redlined sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Technical Report Review	Per hour per submittal	N/A	\$ 225.00	\$ 225.00	New Combined Fee
Drainage Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Geo Tech Report (Soils, Paving, etc.)	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Sewer Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Storm Water Pollution Prevention Plan (SWPPP) Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Traffic Impact Study	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Water Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Erosion Control Plan	Flat fee	\$ 375.00	\$ 362.00	\$ -	Remove Fee
GER Standards Deviation Application and Review Fee	Per hour	\$ 225.00	\$ 234.00	\$ 234.00	Increase to 100% cost recovery
Minor Land Division	Each	\$ 460.00	\$ 2,687.00	\$ 600.00	Increase but stay competitive
Map of Dedication	Each	\$ 360.00	\$ 2,664.00	\$ 600.00	Increase but stay competitive
Pre-Application Meeting	Meeting	\$ 500.00	\$ -	\$ -	Remove Fee
Telecom Plan Review (supplement with consultant)	First Review	\$ 375.00	\$ 324.00	\$ 324.00	Decrease to equal 100% cost recovery
Engineering Consultation fee	Hourly (1-hour minimum)	N/A	\$ 205.00	\$ 100.00	New Fee, stay competitive
Engineering Pre-Application Meeting Fee	Each	N/A	\$ 168.00	\$ 168.00	New Fee, stay competitive

Development Services

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Application Processing Fee	PL - Flat	\$ 100.00	\$ 102.00	\$ 102.00	Increase to 100% cost recovery
Single Family Dwelling	Per Plan	\$ 460.00	\$ -	\$ -	Remove Fee
Tenant Improvement - up to 10k s.f.	Each	\$ 255.00	\$ -	\$ -	Remove Fee
Tenant Improvement - > 10k s.f.	Each	\$ 1,425.00	\$ -	\$ -	Remove Fee
Commercial - Up to 10,000 Square Feet	Each	\$ 1,630.00	\$ -	\$ -	Remove Fee
Commercial - 10,001 - 20,000 Square Feet	Each	\$ 2,050.00	\$ -	\$ -	Remove Fee
Commercial - 20,001 SF and Up	Each	\$ 5,100.00	\$ -	\$ -	Remove Fee
Development Agreement	PL - Flat	\$ 12,000.00	\$ 7,388.00	\$ 7,388.00	Decrease to equal 100% cost recovery
Development Agreement Amendment	PL - Base fee	\$ 1,000.00	\$ 4,255.00	\$ 2,000.00	Increase but stay competitive
Formation of Maintenance Improvement District	PL - Per lot	\$ 15.00	\$ -	MOVE	Reclassified to Engineering
Historic Avondale Infill Overlay District	PL - Flat	\$ 500.00	\$ 6,395.00	\$ 1,000.00	Increase but stay competitive
MSED District	PL - Base fee	\$ 1,785.00	\$ 6,395.00	\$ 1,839.00	Increase but stay competitive
MSED District	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Planning Revision Fee	PL - Flat	\$ 50.00	\$ 196.00	\$ 196.00	Increase to 100% cost recovery
Planning Site Inspection Fee	PL - Flat	\$ 100.00	\$ 140.00	\$ 140.00	Increase to 100% cost recovery, standardize all inspection fees
Rezoning - Multi-Family	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Multi-Family	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Rezoning - Non Residential	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Non Residential	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Rezoning - Single-Family	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Single-Family	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Rezoning CC (City Center)	Each	\$ 1,785.00	\$ -	\$ -	Remove Fee
Rezoning CC (City Center)	Per acre	\$ 70.00	\$ -	\$ -	Remove Fee

City of Avondale, AZ
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Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Rezoning PAD (Commercial/Residential)	PL - Base fee	\$ 1,785.00	\$ 9,711.00	\$ 4,856.00	Increase but stay competitive
Rezoning PAD (Commercial/Residential)	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Zoning Ordinance Text Amendment	PL - Flat	\$ 890.00	\$ 6,986.00	\$ 2,500.00	Increase but stay competitive
Legal Nonconforming Status	Each	\$ 130.00	\$ -	\$ -	Remove Fee
Manufactured/Modular Building	PL - Flat	\$ 75.00	\$ 352.00	\$ 176.00	Increase but stay competitive
PAD Extension or Amendment	PL - Flat	\$ -	\$ 2,806.00	\$ 1,403.00	Simplify to a flat fee
Overlay District	PL - Base fee	\$ 1,250.00	\$ 4,252.00	\$ 2,126.00	Increase but stay competitive
Overlay District - per acre	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Zoning Interpretation Letter	PL - Flat	\$ 1,200.00	\$ 3,558.00	\$ 1,499.00	Increase but stay competitive
Zoning Verification Letter	PL - Flat	\$ 150.00	\$ 704.00	\$ 352.00	Increase but stay competitive
Major Text Amendment	PL - Flat	\$ 2,050.00	\$ 6,168.00	\$ 3,084.00	Increase but stay competitive
Minor Text Amendment	PL - Flat	\$ 1,425.00	\$ 5,162.00	\$ 2,581.00	Increase but stay competitive
Major Map Amendment	PL - Base fee	\$ 2,050.00	\$ 10,560.00	\$ 5,280.00	Increase but stay competitive
Major Map Amendment	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Minor Map Amendment	PL - Base fee	\$ 1,425.00	\$ 10,219.00	\$ 5,110.00	Increase but stay competitive
Minor Map Amendment	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Preliminary Plat	PL - Base fee	\$ 1,785.00	\$ 5,492.00	\$ 2,746.00	Increase but stay competitive
Preliminary Plat	PL - Per lot	\$ 30.00	\$ 47.00	\$ 47.00	Increase to 100% cost recovery
Preliminary Plat Amendment	PL - 50% of org.	\$ -	\$ 1,929.00	\$ 964.00	Increase but stay competitive
Preliminary Plat Extension	PL - 50% of org.	\$ -	\$ 1,873.00	\$ 937.00	Increase but stay competitive
Minor Land Division Recordation Fee	PL - Flat	\$ 31.00	\$ -	MOVE	Reclassify
Map of Dedication Recordation Fee	PL - Flat	\$ 31.00	\$ -	MOVE	Reclassify
Planner Consultation	PL - Per hour	\$ 85.00	\$ 140.00	\$ -	Remove Fee
Pre-Application Meeting	PL - Flat	\$ 500.00	\$ 2,773.00	\$ 515.00	Increase but stay competitive
Required Postings	Provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Required Property Owner Notifications	Provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Required Publications	Local publication gate provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Administrative Relief (Residential - One Lot)	PL - Flat	\$ 205.00	\$ 1,325.00	\$ 211.00	Increase but stay competitive
Administrative Relief (Residential - Multiple Lots)	PL - Flat	\$ 460.00	\$ 1,325.00	\$ 474.00	Increase but stay competitive
Administrative Relief (Commercial)	PL - Flat	\$ 460.00	\$ 1,325.00	\$ 474.00	Increase but stay competitive
Appeals	PL - Flat	\$ 1,000.00	\$ 3,317.00	\$ 1,659.00	Increase but stay competitive
Applicant Initiated Continuance	PL - Flat	\$ 510.00	\$ -	\$ 525.00	Increase but stay competitive
Replication of Plans (When Legally Authorized)	Plus Actual Replication Costs	\$ 50.00	\$ -	\$ -	Remove Fee
Limited Design Review	PL - Flat	\$ 250.00	\$ 1,158.00	\$ 579.00	Increase but stay competitive
Site Plan and Design Review Application	PL - Flat	\$ 5,600.00	\$ 5,514.00	\$ 5,514.00	Increase to 100% cost recovery
Site Plan and Design Review Revision Fee	PL - Flat	\$ 50.00	\$ 181.00	\$ 181.00	Increase to 100% cost recovery
Site Plan Review - Model Home Complex Site	PL - Flat	\$ 205.00	\$ 1,363.00	\$ 682.00	Increase but stay competitive
Site Plan Review (or Revision) for Residential Standard Plan	BLD - Flat	\$ 50.00	\$ 233.00	\$ 116.00	Increase but stay competitive
Expedited Plan Review	PL - 2x original fee	\$ -	\$ -	\$ -	- Modify fee title
Expedited Review Fee (Half the Time)	PL - 2x of org.	\$ -	\$ -	\$ -	Remove Fee
Building Design Review Application	Each	\$ 250.00	\$ -	\$ -	Remove Fee
Single-Family House Product Plan Review	PL - Flat	\$ 615.00	\$ 1,530.00	\$ 765.00	Increase but stay competitive
Temporary Sign - Base fee	PL - Flat	\$ 30.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 0-31 s.f.	PL - Flat	\$ 70.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 32-47 s.f.	PL - Flat	\$ 100.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 48+ s.f.	PL - Flat	\$ 155.00	\$ 219.00	\$ 219.00	Increase to 100% cost recovery, modify fee title
Additional Reviews as Required Revision to a Building Permit (Min. 1 hour)	BLD - Per hour	\$ 100.00	\$ 128.00	\$ 128.00	Increase to 100% cost recovery, modify fee title
Model Home Complex Site Plan Review	BLD - Flat	\$ 205.00	\$ 598.00	\$ 299.00	Increase but stay competitive
Review of Deferred Submittals (Outside Consultant)	Actual Cost	\$ -	\$ -	\$ -	Remove Fee
Review of Deferred Submittals (Submitted After Initial Plan Review) In-House	Per Submittal	\$ 180.00	\$ -	\$ -	Remove Fee
Temporary Trailers - Plan Review	BLD - Flat	\$ 140.00	\$ 199.00	\$ -	Remove Fee
Conditional Use Permit (CUP)	PL - Flat	\$ 1,250.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Conditional Use Permit (CUP) Modification	PL - 50% of org.	\$ -	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Conditional Use Permit (CUP) Unauthorized Use	PL - Flat	\$ 2,500.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Variance - Non Residential	PL - Flat	\$ 1,070.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Variance - Residential	PL - Flat	\$ 205.00	\$ 5,883.00	\$ 211.00	Increase but stay competitive

City of Avondale, AZ
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Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Certificate of Occupancy - All Users	BLD - Retitled	\$ 100.00	\$ 158.00	\$ 158.00	Increase to 100% cost recovery
Certificate of Occupancy Reprint - All Users	BLD - Retitled	\$ 145.00	\$ 181.00	\$ 181.00	Increase to 100% cost recovery, modify fee title
Temporary Certificate of Occupancy - All Users	BLD - Retitled	\$ 150.00	\$ 196.00	N/A	Modify fee title and restructure
Temporary Certificate of Occupancy Initial Issuance - 1 to 180 days	Per Permit	N/A	N/A	3% of building permit fee	New Fee due to restructuring
Temporary Certificate of Occupancy Second Issuance - 181 to 360 days	Per Permit	N/A	N/A	6% of building permit fee	New Fee due to restructuring
Temporary Certificate of Occupancy Third Issuance - 361 to 540 days	Per Permit	N/A	N/A	9% of building permit fee	New Fee due to restructuring
Certificate of Completion for Commercial Shell Buildings	BLD - Retitled	\$ 180.00	\$ 225.00	\$ 225.00	Increase to 100% cost recovery
Request for Certificate of Occupancy for Change of Use Group	Each	\$ 145.00	\$ -	\$ -	Remove Fee
Temporary Certificate of Occupancy Processing Fee	Each	\$ 150.00	\$ -	\$ -	Remove Fee
Temporary Certificate of Occupancy Processing Fee - Deposit	Each	\$ 2,350.00	\$ -	\$ -	Remove Fee
Swimming Pools/Spas - Above Ground	BLD - Retitled	\$ 50.00	\$ 110.00	\$ 110.00	Increase to 100% cost recovery
Swimming Pools/Spas - In-Ground Standard	BLD - Retitled	\$ 510.00	\$ 653.00	\$ 653.00	Increase to 100% cost recovery, modify fee title
Swimming Pools/Spas - Pool with Spa Non Standard	BLD - Retitled	\$ 560.00	\$ 785.00	\$ 785.00	Increase to 100% cost recovery, modify fee title
Temporary Trailers - Building Permit / Temp Sales	BLD - Flat	\$ 215.00	\$ 243.00	\$ 243.00	Increase to 100% cost recovery, combine and rename
Temporary Trailers - Building Permit / Construction Trailer	BLD - Flat	\$ 215.00	\$ 243.00	\$ 243.00	Remove Fee and combine
Building Minor Demolition - Accessory Structure	BLD - Flat	\$ 25.00	\$ 91.00	\$ 91.00	Increase to 100% cost recovery, modify fee title
Building Major Demolition - Single-Family Residence and Other Structures	BLD - Flat Percentage of total valuation based on Building Permit Tiers valuation - See Building Permit Tiers A - H	\$ 150.00	\$ 291.00	N/A	Modify fee title and restructure
Inspections Outside of Normal Business Hours (Min - 4 Hours) Landscape	PL - Per hour	\$ 100.00	\$ 175.00	\$ 140.00	Standardize all inspection fees
Inspections Outside of Normal Business Hours (Min - 4 Hours) Other	BLD - Per hour	\$ 100.00	\$ 175.00	\$ 140.00	Standardize all inspection fees
Re-Inspection Fees	BLD - Flat	\$ 130.00	\$ 168.00	\$ 140.00	Standardize all inspection fees
Group Housing Registration	BLD - Flat	\$ 175.00	\$ 626.00	\$ 626.00	Increase to 100% cost recovery
Permit to Move a Building	BLD - Flat	\$ 100.00	\$ 185.00	\$ 185.00	Increase to 100% cost recovery
Medical Marijuana Dispensary and Cultivation Permit	PL - Flat	\$ 460.00	\$ 3,057.00	\$ 1,528.00	Increase but stay competitive
Seasonal Sales Permit	PL - Flat	\$ 180.00	\$ 211.00	\$ 211.00	Increase to 100% cost recovery
Electrical Permit	BLD - Flat	\$ 75.00	\$ 112.00	\$ 112.00	Increase to 100% cost recovery and combine
Electrical Permit - Services not over 200 Amperes	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit - Services over 200 Amperes but less than 1000 Amperes	Per Permit	\$ 120.00	\$ -	\$ -	Remove Fee
Electrical Permit - Multi-Family/Hotels/Motels per unit	Per Unit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit Fee - For Services over 600 Volts or over 1000 Amperes in Rating	Per Permit	\$ 220.00	\$ -	\$ -	Remove Fee
Electrical Permit Fee - Generator, Per	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit - Derate	Per Permit	\$ 165.00	\$ -	\$ -	Remove Fee
Electrical Permit - Solar	Per Permit	\$ 130.00	\$ -	\$ -	Remove Fee
Mechanical Permit	BLD - Flat	\$ 75.00	\$ 90.00	\$ 90.00	Increase to 100% cost recovery and combine
Mechanical Permit - Multi-Family/Hotel/Motel Per Unit	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Mechanical Permit - Residential SFD/Associated Electrical	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Mechanical Permit Fee - Non-Residential (with duct work)	Per Permit	\$ 125.00	\$ -	\$ -	Remove Fee
Mechanical Permit Fee - Non-Residential (without duct work)	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee
Plumbing Permit	BLD - Flat	\$ 75.00	\$ 96.00	\$ 96.00	Increase to 100% cost recovery and combine
Plumbing Permit - Commercial Industrial	Each	\$ 125.00	\$ -	\$ -	Remove Fee
Plumbing Permit - Interceptors, Trap, Industrial Waste Pretreatment System	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Plumbing Permit - Multi-Family/Hotel/Motel per unit	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Plumbing Permit Fee - Miscellaneous - Appliance or Piece of Equipment Regulated by the Plumbing Code but not Classified in any Other Categories or for which no Other Fee is Listed	Each	\$ 50.00	\$ -	\$ -	Remove Fee
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwater Systems	Per Drain	\$ 10.00	\$ -	\$ -	Remove Fee
Copies (8.5" x 11")	Per page	\$ -	\$ -	\$ -	Remove Fee
Residential Solar Photovoltaic Power Systems - New Installation	Per Permit	\$ 200.00	\$ 300.00	\$ 230.00	New Fee
Residential Solar Photovoltaic Power Systems - Modification	Per Permit	\$ 100.00	\$ 360.00	\$ 185.00	New Fee

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 05.29.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Commercial Solar Photovoltaic Power Systems - New Installation	Per Permit	N/A	N/A	Based on total project valuation (labor and materials) as calculated using building permit tiers A-H	New Fee
Commercial Solar Photovoltaic Power Systems - Modification	Per Permit	N/A	N/A	Based on total project valuation (labor and materials) as calculated using building permit tiers A-H	New Fee

City Clerks

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Copies	Per Page	\$ 0.25	\$	Remove and combine
Copies (8.5" x 11")	Per Page	\$ 0.25	\$	Remove and combine
Court Copy Rates	Per Page	\$ 0.50	\$	Remove and combine
Copies - Non Standard Sizes (Plans, Maps, Other)	Per Sheet	\$ 3.00	\$	Remove and combine
Copy/Print Fee	Per Page	\$0.25 to \$1.25	\$0.50 to \$5.00	Establish new range

Court

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Court Enhancement Fee	Per Case	\$ 19.00	\$ 18.00	Existing Fee Correction

Parks & Recreation

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Major Event	Per Event - First Day	N/A	\$ 1,500.00	New Fee
Major Event - Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 750.00	New Fee
Minor Event	Per Event - First Day	N/A	\$ 150.00	New Fee
Minor Event - Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 75.00	New Fee
Non-Profit Organization - Major Event	Per Event - First Day	N/A	\$ 1,200.00	New Fee
Non-Profit Organization - Major Event, Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 600.00	New Fee
Non-Profit Organization - Minor Event	Per Event - First Day	N/A	\$ 120.00	New Fee
Non-Profit Organization - Minor Event, Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 60.00	New Fee
Special Event Application Fee	Per Event	\$ 25.00	\$	Remove Fee
Expedited Special Event Application Fee	Per Event	\$ 50.00	\$	Remove Fee
Approved Special Event Park Permit	Per Application	\$10.00 - \$20,000	\$	Remove Fee
City Special Event / Activity Merchandise	Per Item	\$0 - \$200	\$0 - \$200	Fee Name Change
City Special Events Vendor and Exhibitor Permit	Per Event / Per Date	\$15 - \$300	\$15 - \$300	Fee Name Change
Traffic Control Plan Special Event Closure	Per Day	\$ 75.00	\$	Remove Fee
Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	Per Permit	\$ 300.00	\$	Remove Fee
Temporary Use - LP Gas - Public Special Event Use of Containers over 40 lbs	Per Permit	\$ 50.00	\$	Remove Fee
Special Event Permits - Deposit	Total Rental Fees	\$ 0.20	\$	Remove Fee



User Fee Study Report of Findings - FINAL

Avondale, Arizona

APRIL 3, 2025

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Executive Summary

Introduction

MGT Consulting Group (MGT) is pleased to present the City of Avondale (City) with this summary of findings for the recently completed user fee study for the following departments:

- ◆ Developmental Services
- ◆ Engineering
- ◆ Fire Prevention

Most of the fees included in this study have not been changed for many years. For example, 73% of all fees within the three departments studied have not been adjusted since 2019. Global, regional, and local economics have changed dramatically since 2019; studies like these are vital to ensure the City operates with the fiscal responsibility necessary to ensure its citizens are receiving the best level of service possible.

This report is the culmination of an extensive study conducted by MGT in collaboration with the City's management and staff. MGT would like to take this opportunity to gratefully acknowledge all staff who participated in this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to its success.

In addition to the departmental fee study, MGT developed and included a draft citywide cost recovery policy which is included as **Appendix C** of this report.

Study Scope and Objectives

The study included a review of the following departments related fee for service activities:

- ◆ Development Services
- ◆ Engineering
- ◆ Fire Prevention

The study was performed under the general direction of the City Finance Department. The primary goals of the study were to:

- ◆ Determine the City's costs to provide specific fee-related services.
- ◆ Determine whether there are any opportunities to consolidate and simplify the fee structure or implement new fees as appropriate.
- ◆ Identify service areas where the City might adjust fees to better reflect the full cost of services or to subsidize fees with general fund revenue to reflect other economic or policy considerations.
- ◆ Develop revenue projections based on 100% cost recovery.
- ◆ Provide comparative data for what neighboring cities are charging for similar services.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on City revenues.

Summary of Findings

User Fee Financial Overview

The study's primary objective was to provide the City's decision-makers with the basic data needed to make informed user fee pricing decisions. This report details the full cost of each service for which a user fee is charged and largely presents proposed fees at 100% cost recovery levels.

At 100% cost recovery, the fees would cover all labor and indirect costs associated with providing each service. If a fee is set below 100% full cost recovery the cost to provide the service would be subsidized through other funding sources such as the General Fund.

The exhibit below shows the annual costs and revenues for the City's user fees that were part of this analysis. MGT based the annual cost on the full cost for each fee analyzed multiplied by the annual volume statistics provided. Similarly, the revenue estimates are based upon the fees set at 100% cost recovery multiplied by the annual volume statistics. Future revenues may vary from the estimates due to the fluctuation in volumes and economic conditions. The results are shown in **Exhibit 1** below:

Exhibit 1 User Fee Study Results
City of Avondale
User Fee Cost, Current Revenue & Current Subsidy Analysis
FY 2025

User Fee Department	Current					
	(A) Full Cost User Fee Services		(B) Current Revenue		(C) Current Subsidy	
Development Services	\$	4,388,789	\$	3,700,318	84%	\$ 688,471 16%
Engineering	\$	4,430,790	\$	2,757,630	62%	\$ 1,673,160 38%
Fire	\$	286,622	\$	131,690	46%	\$ 154,932 54%
Totals:	\$	9,106,201	\$	6,589,638	72%	\$ 2,516,563 28%

The data in each column includes:

- ◆ **Column A, User Fee Costs** – This column represents what it costs each of the departments to provide the annual user fee services. In total, this study identified \$9,106,201 total costs to provide development related services, engineering services and fire prevention services related to operational and development permits. It is this amount that is the focus of this study and represents the total potential for user fee-related revenues across these departments for the city.
- ◆ **Column B, Current Revenues** – This column represents what the city is currently recovering in revenue for these same services based on the average volumes. Based on current fees, the city receives fee-related cost recovery revenue equals \$6,589,638 which is an overall 72% cost recovery level. The cost recovery details of individual fees may be found in **Appendix A** of this report.

- ◆ **Column C, Current Subsidy** – This column shows the difference between what it costs the city to provide services versus what is being recovered in revenue for these same services. Current fee levels recover 72% of full cost, leaving 28% or \$2,516,563 as unrecovered cost. This difference is being subsidized by other funding sources such as the general fund. This subsidy represents an opportunity for an updated and more focused cost recovery effort by the city for fee-related services.

Methodology

A cost-of-service (user fee) study comprises two basic elements:

- ◆ Hourly rates of staff providing the service.
- ◆ Time spent providing the service.

The product of the hourly rate calculation multiplied by the time spent yields the cost of providing the service.

Hourly Rates

The hourly rate methodology used in this study builds indirect costs into City staff hourly salary and benefit rates to arrive at fully burdened hourly rates. Fully burdened hourly rates are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration and citywide support) as “direct” or “indirect” is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that can be identified specifically to a particular function or activity, including the labor of persons working directly on the specific service for which the fee is charged, and possibly materials or supplies those people use for the task. Indirect costs are those that support more than one program area and are not easily identifiable to specific activities. Examples of indirect costs are: 1) departmental administrative and support staff, 2) training and education time, 3) public counter and telephone time, 4) some service and supply costs, and 5) citywide overhead costs from outside of the department as identified in the City’s cost allocation plan.

MGT’s hourly rate calculation methodology includes the following:

Personnel Services Analysis – each staff classification within the department or division is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year’s time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

Indirect Cost Rate – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

- ◆ **Indirect Labor** – includes compensated absences, administrative and supervisory staff costs.

- ◆ **Other Operating Expenses** – most services and supplies are included as a second layer of indirect cost and are prorated across all fees and services. There are some service and supply expenses classified as “allowable direct.” Some examples of these are professional services expenses, or supplies. These allowable direct expenses would be directly associated with specific fees or programs, as opposed to being allocated across all activities through the indirect overhead.
- ◆ **External Indirect Allocations** – this represents the prorated portion of citywide overhead (from the City’s cost allocation plan) which is attributable to the service for which the fee is charged.

Fully Burdened Hourly Rates – incorporates all the elements that comprise the hourly rates used in this cost analysis.

- ◆ Each direct or operational staff classification is listed, together with the average annual salary and benefits.
- ◆ The hourly salary and benefit rate is calculated by taking the annual salary and benefits of an employee and dividing by available hours in a year.
- ◆ The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary and benefit rates.

The total combines the salary, benefits, and overhead rates. This is the fully burdened rate for each staff classification. MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2025 budgeted expenditures.

Time Spent

Once fully burdened hourly rates were developed for city staff, the next step was to identify staff time spent directly on each user fee activity. Each staff person involved in the user fee services identified estimated time spent to complete each task associated with each user fee service.

Fee Calculations and Revenue Projections

Given this information, MGT was able to calculate the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). As mentioned above, costs were calculated by multiplying per-unit time estimates by the hourly labor rates; additional operating expenses directly associated with certain services were also added in. Finally, if other departments or divisions provided support to certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees/revenues collected, and subsidies (or over-recoveries) are identified.

User fee cost details and summary by department are provided in **Appendix A**.

Economic & Policy Considerations

Calculating the true cost of providing city services is a critical step in establishing user fees and corresponding cost recovery levels. Although it is a principal factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, and the community.

The following economic and policy issues help illustrate these considerations.

- ◆ **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- ◆ **Community benefit** – The City Council may wish to subsidize some user fees to reflect policy considerations which supersede cost recovery. For example, many Community Services fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Youth and senior programs tend to have the lowest recovery levels. Miscellaneous classes tend to have a moderate cost recovery level and adult sports programs typically have higher cost recovery level.
- ◆ **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for some services such as appeal fees or fees charges exclusively to residential applicants.
- ◆ **Managing demand** – For those fees which are not subject to pure cost recovery limitations, other market considerations may inform recommended fee levels. Elasticity of demand is a factor in pricing certain City services as increasing the price of some services may result in a reduction of demand for those services.
- ◆ **Competition** – Certain services, such as recreation classes, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.
- ◆ **Incentives** - Fees can be set low to encourage participation in a service, such as obtaining a water heater permit.
- ◆ **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit.

Analysis Highlights

Below is a brief discussion of the findings for each department/division's analysis. Please see the user fee summary sheets in **Appendix A** of this report for the details on each fee calculation and cost analysis.

Fees are charged in a variety of ways including:

- ◆ **Flat (or fixed) fees** – the fee is always the same, regardless of size or complexity of the service provided in each instance.
- ◆ **Per square foot or linear foot**– the fee is calculated based on the size of the project under review.
- ◆ **Hourly (or time-and-materials)** – City staff track time and materials expense, and fees are calculated to recover actual costs. Hourly rates for different fees may vary depending upon the hourly rates of the staff completing tasks associated with that fee.
- ◆ **Actual cost** – this fee is charged to recover consultant costs as billed to the City, or time and materials of staff.
- ◆ **Percentage of permits** – the fee is calculated as a percentage of the original permit fee.
- ◆ **Other increments** – fees are calculated based on increments such as number of sheets or number of set ups/take downs.

Development Services

The Development Services Department helps define the City's future by providing high-quality, effective, and professional development services. The department promotes a residential support and pro-business environment, by providing flexible procedures that attract developers and residents to work, play, and invest in Avondale.

The Development Services Department processes numerous building permits and land use applications requiring city approval before the land can be developed or action taken. These services benefit the development community and are therefore eligible for cost recovery. The Building and Planning divisions work hand in hand for all Avondale development projects and were combined into one Development Services Department fee analysis.

The Building Division of the Development Services Department provides assistance to residents and developers in all areas of building construction. They provide technical code assistance and review of all building, electrical, plumbing, mechanical, fuel gas, energy and accessibility requirements for construction projects city wide. The Planning Division provides the residents, property owners, developers, and visitors to the City with a high level of service in planning, development review, and site inspections.

In total, this study analyzed over 130 Development Services Department current fees for service. These fee related services account for approximately \$4.4 million of the \$5.3 million Development Services Department budget. Please note, these costs do include citywide overhead allocations. Of the \$4.4 million in fee services costs, the department is currently recovering 84% or \$3.7 million. The under recovery is likely largely because nearly 66% of fees have not been updated for over 5 years, and 53% of fees have not been updated for over 10 years.

Planning services and applications are mostly charged on a flat or incremental (i.e. per lot, per acre) basis. Building fees are mostly charged on a flat or valuation-based schedule. Both divisions took this opportunity to adjust their fee structures to better reflect the services provided to the community. Individual fees have been adjusted over recent years, but a comprehensive analysis had not been done in quite some time. For example, the building valuation permit tables have not been updated since their adoption in 2012. It is the recommendation of this study that the Building valuation tables be updated to the current IBC publications. It is also recommended that a policy be adopted that updates the valuation tables as they are published by IBC (twice yearly). Adopting the IBC tables will allow the City to better reflect current building and market conditions and better serve the community.

Development Services Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ For ease of customer interpretation and to better reflect the high level of service being provided, many of the miscellaneous mechanical, plumbing and electrical fees were collapsed into a few broad categories.
- ◆ In total, 34 fee services were either eliminated, combined or retitled to better reflect current services and market conditions.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Engineering

The Engineering Department is responsible for providing in-house professional engineering services. This includes design plan reviews, construction permit inspections, and traffic control of both public and private projects, for civil improvements (such as streets, utilities, drainage, and traffic signals), along with project management of public capital improvement projects for streets, public buildings, and parks. The department is responsible for the management of the City's traffic system, repair and maintenance of traffic signals, streetlights, roadway signs and pavement markings. The City Engineer serves as the Floodplain Administrator.

In total, this study analyzed 167 Engineering Department current fees for service. These fee related services account for approximately \$4.4 million of the \$6.9 million Engineering Department total budget. Please note, these totals do include citywide overhead allocations. Of the \$4.4 million in fee services costs, the department is currently recovering 62% or \$2.8 million. The under recovery is likely because 77% of fees have not been updated for over 5 years, with 16% of fees not seeing an update for over 10 years.

Engineering Department Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ MGT worked with the department to modify their fee structure, allowing it to reflect the current process and to make it a more user-friendly fee schedule.
- ◆ 20 new fee categories were recommended to be added to the Engineering department fee schedule.
- ◆ 38 fees are recommended for removal, either because they are obsolete, no longer charged, duplicates, or were consolidated with another current fee. The following list of fees shows those fees that were consolidated with an existing or new fee.

- ◆ In addition to reducing fee categories, the City is recommending fee name updates that better reflect the services being provided and are easier for the customer to identify.
- ◆ 7 fees are set according to FCC guidelines and are therefore recommended to stay at their current rates rather than their full costs.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Fire and Medical Department – Fire Prevention

The Fire Department primarily consists of 911 emergency response which is facilitated through participation in a valley wide automatic aid agreement. The department also provides fire prevention services through various permits and inspections. Countless lives, injuries, and property damage can be prevented by regulating fire suppression systems, fire alarm systems, hazardous materials, commercial and industrial processes, and events.

In total, this study analyzed 138 Fire Prevention current fees for service. These fee related services account for \$286,622k of the \$962,482 Fire Prevention total budget. Please note, these totals do include citywide overhead allocations. Of the \$286,622 in fee services costs, the department is currently recovery 46% or \$131,690. The under recovery is likely because 77% of fees have not been updated for over 5 years, and 69% of fees have not been updated for over 10 years.

Fire prevention services are mostly charged on a per permit or hourly basis.

Fire Prevention Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ Through this study, the fee structure was simplified and consolidated for similar types of service where the identified costs were the same. In total, 45 fees were either eliminated, combined or retitled.
- ◆ The Fire Department did not propose any completely new fees as part of this study.
- ◆ Last, as part of the study MGT analyzed the cost of annual fire prevention inspections. The Fire fee schedule includes a fee for inspection facilities licensed by the State of Arizona, and this fee is assessed and included in the fee schedule. For other annual fire prevention inspections outside the scope of this fee, the City has not historically assessed an annual fire prevention inspection fee. While the City had not assessed a fee for that service, the annual cost to the General Fund is estimated to be \$321,469. Because a fee is not assessed, that cost is not included in the total cost of user fees services shown in **Exhibit 1**.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Comparison Survey

Peer comparisons play a crucial role in setting user fees as they provide a benchmark for evaluating the appropriateness of proposed charges. By examining the fee structures of neighboring jurisdictions, agencies can ensure their fees are competitive and fair, while also reflecting the actual cost of services provided. This helps avoid disparities that could lead to dissatisfaction among residents or businesses, and it ensures that the City remains attractive and viable for new investments and developments. Moreover, peer comparisons help to identify best practices and innovative approaches that can be adopted to improve efficiency and service delivery, ultimately benefiting the community.

The City requested MGT perform a comparison survey of certain fees charged by the Development Services, Engineering, and Fire departments. The fees selected by the City are fees that are impactful to the City and its citizens and stakeholders. These fees were compared to the peers selected by the City. These peers included the Cities of Buckeye, Glendale, Goodyear, Peoria, and Phoenix.

As with any fee comparison, it is sometimes challenging to do an “apples-to-apples” comparison because fee structures vary across jurisdictions. For most fees that were compared there were some peers that had similar structures and proposed fees vary relative to peers. Some are comparable or lower, others are higher. One consideration when comparing to peers is that peer communities may not have completed a cost recovery analysis or updated their fee policy for many years. In fact, City of Buckeye and City of Glendale have fee studies recently completed or underway and fees may change because of those analyses.

A compilation of the comparison survey performed by MGT can be found at **Appendix B**.

Appendix A - User Fee Study Results

The following pages provide the individual fee study results.

Development Services

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	Annexation	PL - Flat	-	\$ 6,000	\$ 7,291	82%	\$ -	\$ -	\$ -
2	Application Processing Fee	PL - Flat	756	\$ 100	\$ 102	98%	\$ 77,057	\$ 75,600	\$ 1,457
3	Single Family Dwelling	Remove	36	\$ 460	\$ -	0%	\$ -	\$ 16,560	\$ (16,560)
4	Tenant Improvement - up to 10k s.f.	Remove	36	\$ 255	\$ -	0%	\$ -	\$ 9,180	\$ (9,180)
5	Tenant Improvement - > 10k s.f.	Remove	4	\$ 1,425	\$ -	0%	\$ -	\$ 5,700	\$ (5,700)
6	Commercial - Up to 10,000 Square Feet	Remove	14	\$ 1,630	\$ -	0%	\$ -	\$ 22,820	\$ (22,820)
7	Commercial - 10,001 - 20,000 Square Feet	Remove	2	\$ 2,850	\$ -	0%	\$ -	\$ 5,700	\$ (5,700)
8	Commercial - 20,001 SF and Up	Remove	10	\$ 5,100	\$ -	0%	\$ -	\$ 51,000	\$ (51,000)
9	Development Agreement	PL - Flat	2	\$ 12,000	\$ 7,388	162%	\$ 14,775	\$ 24,000	\$ (9,225)
10	Development Agreement Amendment	PL - Base fee	-	\$ 1,000	\$ 4,255	24%	\$ -	\$ -	\$ -
11	Formation of Maintenance Improvement District	PL - Per lot	9	\$ 15	\$ -	0%	\$ -	\$ 135	\$ (135)
12	Historic Avondale Infill Overlay District	PL - Flat	-	\$ 500	\$ 6,395	8%	\$ -	\$ -	\$ -
13	MSED District	PL - Base fee	-	\$ 1,785	\$ 6,395	28%	\$ -	\$ -	\$ -
14	MSED District	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
15	Planning Revision Fee	PL - Flat	2	\$ 50	\$ 196	26%	\$ 391	\$ 100	\$ 291
16	Planning Site Inspection Fee	PL - Flat	9	\$ 100	\$ 140	71%	\$ 1,262	\$ 900	\$ 362
17	Rezoning - Multi-Family	PL - Base fee	1	\$ 1,425	\$ 8,638	16%	\$ 8,638	\$ 1,425	\$ 7,213
18	Rezoning - Multi-Family	PL - Per acre	3	\$ 70	\$ 140	50%	\$ 421	\$ 210	\$ 211
19	Rezoning - Non Residential	PL - Base fee	-	\$ 1,425	\$ 8,638	16%	\$ -	\$ -	\$ -
20	Rezoning - Non Residential	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
21	Rezoning - Single-Family	PL - Base fee	-	\$ 1,425	\$ 8,638	16%	\$ -	\$ -	\$ -
22	Rezoning - Single-Family	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
23	Rezoning CC (City Center)	Remove	-	\$ 1,785	\$ -	0%	\$ -	\$ -	\$ -
24	Rezoning CC (City Center)	Remove	-	\$ 70	\$ -	0%	\$ -	\$ -	\$ -
25	Rezoning PAD (Commercial/Residential)	PL - Base fee	1	\$ 1,785	\$ 9,711	18%	\$ 9,711	\$ 1,785	\$ 7,926
26	Rezoning PAD (Commercial/Residential)	PL - Per acre	232	\$ 70	\$ 138	51%	\$ 32,028	\$ 16,240	\$ 15,788
27	Zoning Ordinance Text Amendment	PL - Flat	-	\$ 890	\$ 6,986	13%	\$ -	\$ -	\$ -
28	Legal Nonconforming Status	Remove	-	\$ 130	\$ -	0%	\$ -	\$ -	\$ -
29	Manufactured/Modular Building	PL - Flat	12	\$ 75	\$ 352	21%	\$ 4,220	\$ 900	\$ 3,320
30	PAD Extension or Amendment	PL - 50% of org.	4	\$ -	\$ 2,806	0%	\$ 11,225	\$ -	\$ 11,225
31	Overlay District	PL - Base fee	-	\$ 1,250	\$ 4,252	29%	\$ -	\$ -	\$ -
32	Overlay District - per acre	PL - Per acre	-	\$ 70	\$ 138	51%	\$ -	\$ -	\$ -
33	Overlay District Extension	PL - 50% of org.	-	\$ -	\$ 498	0%	\$ -	\$ -	\$ -
34	Zoning Interpretation Letter	PL - Flat	-	\$ 1,200	\$ 3,558	34%	\$ -	\$ -	\$ -
35	Zoning Verification Letter	PL - Flat	14	\$ 150	\$ 704	21%	\$ 9,852	\$ 2,100	\$ 7,752

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
36	Major Text Amendment	PL - Flat	-	\$ 2,050	\$ 6,168	33%	\$ -	\$ -	\$ -
37	Minor Text Amendment	PL - Flat	-	\$ 1,425	\$ 5,162	28%	\$ -	\$ -	\$ -
38	Major Map Amendment	PL - Base fee	2	\$ 2,050	\$ 10,560	19%	\$ 21,120	\$ 4,100	\$ 17,020
39	Major Map Amendment	PL - Per acre	232	\$ 70	\$ 138	51%	\$ 32,028	\$ 16,240	\$ 15,788
40	Minor Map Amendment	PL - Base fee	-	\$ 1,425	\$ 10,219	14%	\$ -	\$ -	\$ -
41	Minor Map Amendment	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
42	Preliminary Plat	PL - Base fee	2	\$ 1,785	\$ 5,492	33%	\$ 10,984	\$ 3,570	\$ 7,414
43	Preliminary Plat	PL - Per lot	156	\$ 30	\$ 47	64%	\$ 7,291	\$ 4,680	\$ 2,611
44	Preliminary Plat Amendment	PL - 50% of org.	1	\$ -	\$ 1,929	0%	\$ 1,929	\$ -	\$ 1,929
45	Preliminary Plat Extension	PL - 50% of org.	1	\$ -	\$ 1,873	0%	\$ 1,873	\$ -	\$ 1,873
46	Minor Land Division Recordation Fee	PL - Flat	5	\$ 31	\$ -	0%	\$ -	\$ 155	\$ (155)
47	Map of Dedication Recordation Fee	PL - Flat	6	\$ 31	\$ -	0%	\$ -	\$ 186	\$ (186)
48	Planner Consultation	PL - Per hour	-	\$ 85	\$ 140	61%	\$ -	\$ -	\$ -
49	Pre-Application Meeting	PL - Flat	33	\$ 500	\$ 2,773	18%	\$ 91,496	\$ 16,500	\$ 74,996
50	<u>Required Postings</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
51	<u>Required Property Owner Notifications</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
52	<u>Required Publications</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
53	Administrative Relief (Residential - One Lot)	PL - Flat	4	\$ 205	\$ 1,325	15%	\$ 5,299	\$ 820	\$ 4,479
54	Administrative Relief (Residential - Multiple Lots)	PL - Flat	1	\$ 460	\$ 1,325	35%	\$ 1,325	\$ 460	\$ 865
55	Administrative Relief (Commercial)	PL - Flat	-	\$ 460	\$ 1,325	35%	\$ -	\$ -	\$ -
56	Appeals	PL - Flat	1	\$ 1,000	\$ 3,317	30%	\$ 3,317	\$ 1,000	\$ 2,317
57	Applicant Initiated Continuance	PL - Flat	1	\$ 510	\$ -	0%	\$ -	\$ 510	\$ (510)
58	<u>Replication of Plans (When Legally Authorized)</u>	Remove	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -
59	Limited Design Review	PL - Flat	9	\$ 250	\$ 1,158	22%	\$ 10,424	\$ 2,250	\$ 8,174
60	Site Plan and Design Review Application	PL - Flat	21	\$ 5,600	\$ 5,514	102%	\$ 115,791	\$ 117,600	\$ (1,809)
61	Site Plan and Design Review Revision Fee	PL - Flat	3	\$ 50	\$ 181	28%	\$ 543	\$ 150	\$ 393
62	Site Plan Review - Model Home Complex Site	PL - Flat	3	\$ 205	\$ 1,363	15%	\$ 4,090	\$ 615	\$ 3,475
63	Site Plan Review (or Revision) for Residential Standard Plan	BLD - Flat	878	\$ 50	\$ 233	22%	\$ 204,162	\$ 43,900	\$ 160,262
64	Site Plan and Design Review Amendment or Extension	PL - Flat	2	\$ 3,300	\$ 2,757	120%	\$ 5,514	\$ 6,600	\$ (1,086)
65	Site Plan 4th Review	PL - 50% of org. / Punati	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
66	Expedited Plan Review	PL - 2x of org.	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
67	Expedited Review Fee (Half the Time)	PL - 2x of org.	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
68	<u>Building Design Review Application</u>	Remove	-	\$ 250	\$ -	0%	\$ -	\$ -	\$ -
69	Single-Family House Product Plan Review	PL - Flat	6	\$ 615	\$ 1,530	40%	\$ 9,178	\$ 3,690	\$ 5,488
70	Permanent Sign (Electrical; Per Sign)	PL - Flat	44	\$ 40	\$ -	0%	\$ -	\$ 1,760	\$ (1,760)

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
71	Permanent Sign (Plan Review Fee + s.f. Cost)	PL - Flat	40	\$ 30	\$ 713	4%	\$ 28,504	\$ 1,200	\$ 27,304
72	Permanent Sign (Unauthorized Install)	PL - 2x of org.	-	\$ -	\$ 621	0%	\$ -	\$ -	\$ -
73	Sign Permit Renewal	PL - Flat	-	\$ 40	\$ -	0%	\$ -	\$ -	\$ -
74	Temporary Sign - Base fee	PL - Flat	102	\$ 30	\$ 111	27%	\$ 11,297	\$ 3,060	\$ 8,237
75	Temp Sign - Square Foot Cost: 0-31 s.f.	PL - Flat	38	\$ 70	\$ 111	63%	\$ 4,209	\$ 2,660	\$ 1,549
76	Temp Sign - Square Foot Cost: 32-47 s.f.	PL - Flat	15	\$ 100	\$ 111	90%	\$ 1,661	\$ 1,500	\$ 161
77	Temp Sign - Square Foot Cost: 48+ s.f.	PL - Flat	22	\$ 155	\$ 219	71%	\$ 4,828	\$ 3,410	\$ 1,418
78	Comprehensive Sign Package	PL - Flat	-	\$ 3,900	\$ 4,315	90%	\$ -	\$ -	\$ -
79	Comprehensive Sign Package - Amendment of Planning and Council Approval	PL - Flat	-	\$ 3,300	\$ 2,241	147%	\$ -	\$ -	\$ -
80	Comprehensive Sign Package - Administrative Approval	PL - Flat	-	\$ 1,800	\$ 2,870	63%	\$ -	\$ -	\$ -
81	Additional Reviews as Required	BLD - Per hour	120	\$ 100	\$ 128	78%	\$ 15,349	\$ 12,000	\$ 3,349
82	Certified Green Business Review - Expedited - No Cost	PL - Flat	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
83	Model Home Complex Site Plan Review	PL - Flat	3	\$ 205	\$ 598	34%	\$ 1,793	\$ 615	\$ 1,178
84	Review of Deferred Submittals (Outside Consultant)	Remove	8	\$ -	\$ -	0%	\$ -	\$ -	\$ -
85	Review of Deferred Submittals (Submitted After Initial Plan Review) In House	Remove	-	\$ 180	\$ -	0%	\$ -	\$ -	\$ -
86	Temporary Trailers - Plan Review	PL - Flat	2	\$ 140	\$ 199	70%	\$ 398	\$ 280	\$ 118
87	Conditional Use Permit (CUP)	PL - Flat	4	\$ 1,250	\$ 5,883	21%	\$ 23,534	\$ 5,000	\$ 18,534
88	Conditional Use Permit (CUP) Modification	PL - 50% of org.	-	\$ -	\$ 5,883	0%	\$ -	\$ -	\$ -
89	Conditional Use Permit (CUP) Unauthorized Use	PL - Punitive	-	\$ 2,500	\$ 5,883	42%	\$ -	\$ -	\$ -
90	Variance - Non Residential	PL - Flat	-	\$ 1,070	\$ 5,883	18%	\$ -	\$ -	\$ -
91	Variance - Residential	PL - Flat	-	\$ 205	\$ 5,883	3%	\$ -	\$ -	\$ -
99.5	Building Permit Tiers A-H	BLD - Valuation	1	\$ 2,642,666	\$ 2,773,803	95%	\$ 2,773,803	\$ 2,642,666	\$ 131,137
100	Building Plan Review	BLD - 65% of Permit	1	\$ 172,961	\$ 271,453	64%	\$ 271,453	\$ 172,961	\$ 98,492
101	Certificate of Occupancy - All Users	BLD - Retitled	907	\$ 100	\$ 158	63%	\$ 143,287	\$ 90,700	\$ 52,587
102	Certificate of Occupancy Reprint - All Users	BLD - Retitled	11	\$ 145	\$ 181	80%	\$ 1,990	\$ 1,595	\$ 395
103	Temporary Certificate of Occupancy - All Users	BLD - Retitled	1	\$ 150	\$ 196	77%	\$ 196	\$ 150	\$ 46
104	Certificate of Completion for Commercial Shell Buildings	BLD - Retitled	20	\$ 180	\$ 225	80%	\$ 4,497	\$ 3,600	\$ 897
105	Request for Certificate of Occupancy for Change of Use Group	Remove	-	\$ 145	\$ -	0%	\$ -	\$ -	\$ -
106	Temporary Certificate of Occupancy Processing Fee	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
107	Temporary Certificate of Occupancy Processing Fee - Deposit	Remove	-	\$ 2,350	\$ -	0%	\$ -	\$ -	\$ -
108	Swimming Pools/Spas - Above Ground	BLD - Retitled	6	\$ 50	\$ 110	46%	\$ 659	\$ 300	\$ 359
109	Swimming Pools/Spas - Standard	BLD - Retitled	39	\$ 510	\$ 653	78%	\$ 25,451	\$ 19,890	\$ 5,561
110	Swimming Pools/Spas - Non Standard	BLD - Retitled	38	\$ 560	\$ 785	71%	\$ 29,823	\$ 21,280	\$ 8,543
111	Temporary Trailers - Building Permit / Temp Sales	BLD - Flat	1	\$ 215	\$ 243	89%	\$ 243	\$ 215	\$ 28
112	Temporary Trailers - Building Permit / Construction Trailer	BLD - Flat	1	\$ 215	\$ 243	89%	\$ 243	\$ 215	\$ 28

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
113	Building Demolition - Accessory Structure	BLD - Flat	1	\$ 25	\$ 91	27%	\$ 91	\$ 25	\$ 66
114	Building Demolition - Single-Family Residence and Other Structures	BLD - Flat	10	\$ 150	\$ 291	52%	\$ 2,910	\$ 1,500	\$ 1,410
115	Inspections Outside of Normal Business Hours (Min - 4 Hours) Landscape	BLD - Per hour	4	\$ 100	\$ 175	57%	\$ 699	\$ 400	\$ 299
116	Inspections Outside of Normal Business Hours (Min - 4 Hours) Other	BLD - Per hour	10	\$ 100	\$ 175	57%	\$ 1,748	\$ 1,000	\$ 748
117	Re-Inspection Fees	BLD - Flat	-	\$ 130	\$ 168	77%	\$ -	\$ -	\$ -
118	Group Housing Registration	BLD - Flat	-	\$ 175	\$ 626	28%	\$ -	\$ -	\$ -
119	Permit to Move a Building	BLD - Flat	-	\$ 100	\$ 185	54%	\$ -	\$ -	\$ -
120	Medical Marijuana Dispensary and Cultivation Permit	BLD - Flat	-	\$ 460	\$ 3,057	15%	\$ -	\$ -	\$ -
121	Seasonal Sales Permit	BLD - Flat	1	\$ 180	\$ 211	85%	\$ 211	\$ 180	\$ 31
122	Electrical Permit	BLD - Flat	1,481	\$ 75	\$ 112	67%	\$ 165,201	\$ 111,075	\$ 54,126
123	Electrical Permit - Services not over 200 Amperes	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
124	Electrical Permit - Services over 200 Amperes but less than 1000 Amperes	Remove	-	\$ 120	\$ -	0%	\$ -	\$ -	\$ -
125	Electrical Permit - Multi-Family/Hotels/Motels per unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
126	Electrical Permit Fee - For Services over 600 Volts or over 1000 Amperes	Remove	-	\$ 220	\$ -	0%	\$ -	\$ -	\$ -
127	Electrical Permit Fee - Generator, Per	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
128	Electrical Permit - Derate	Remove	-	\$ 165	\$ -	0%	\$ -	\$ -	\$ -
129	Electrical Permit - Solar	Remove	-	\$ 130	\$ -	0%	\$ -	\$ -	\$ -
130	Mechanical Permit	BLD - Flat	943	\$ 75	\$ 90	83%	\$ 85,276	\$ 70,725	\$ 14,551
131	Mechanical Permit - Multi-Family/Hotel/Motel Per Unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
132	Mechanical Permit - Residential SFD/ Associated Electrical	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
133	Mechanical Permit Fee - Non-Residential (with duct work)	Remove	-	\$ 125	\$ -	0%	\$ -	\$ -	\$ -
134	Mechanical Permit Fee - Non-Residential (without duct work)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
135	Plumbing Permit	BLD - Flat	973	\$ 75	\$ 96	78%	\$ 93,492	\$ 72,975	\$ 20,517
136	Plumbing Permit - Commercial Industrial	Remove	-	\$ 125	\$ -	0%	\$ -	\$ -	\$ -
137	Plumbing Permit - Interceptors, Trap, Industrial Waste Pretreatment Systems	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
138	Plumbing Permit - Multi-Family/Hotel/Motel per unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
139	Plumbing Permit Fee - Miscellaneous - Appliance or Piece of Equipment Re	Remove	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -
140	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwa	Remove	-	\$ 10	\$ -	0%	\$ -	\$ -	\$ -
141	Copies (8.5" x 11")	Per page	1	\$ 0	\$ -	0%	\$ -	\$ 0	\$ (0)
142	Support to Engineering	X Support	1	\$ -	\$ 194,197	0%	\$ 194,197	\$ -	\$ 194,197
143	Support to Fire	X Support	1	\$ -	\$ 72,040	0%	\$ 72,040	\$ -	\$ 72,040
							\$4,388,789	\$3,700,318	\$688,471
Total User Fees									
% of Full Cost								84%	16%
							\$3,712,367	\$2,642,666	\$1,069,701
Total Other Services									
% of Full Cost								71%	29%
							\$8,101,156	\$6,342,984	\$1,758,171
Department Totals									
% of Full Cost								78%	22%

Engineering

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	After Business Hours & Green Friday Inspections (2-Hr min.)	Per hour	1	\$ 120	\$ 145	83%	\$ 145	\$ 120	\$ 25
2	Final Plat (Base Fee)	Each	11	\$ 995	\$ 2,524	39%	\$ 27,763	\$ 10,945	\$ 16,818
3	Final Plat (per lot)	Per lot	711	\$ 9	\$ 60	15%	\$ 42,939	\$ 6,399	\$ 36,540
4	Final Plat Amendment/Replat	50% of current fee	1	\$ -	\$ 2,524	0%	\$ 2,524	\$ -	\$ 2,524
5	Final Plat Recordation Fee	Remove	32	\$ 52	\$ -	0%	\$ -	\$ 1,664	\$ (1,664)
6	Existing Poles - Inspection Fee	Per hour (up to maximum	1	\$ 120	\$ 121	99%	\$ 121	\$ 120	\$ 1
7	Minor Land Division	Remove	5	\$ 460	\$ -	0%	\$ -	\$ 2,300	\$ (2,300)
8	Microcell Equipment Mounted on Strands	Application fee	1	\$ 750	\$ 1,698	44%	\$ 1,698	\$ 750	\$ 948
9	Microcell Equipment Mounted on Strands	Use of right-of-way	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
10	New/Replacement Poles - Inspection Fees	Per hour (up to maximum	1	\$ 120	\$ 138	87%	\$ 138	\$ 120	\$ 18
11	Colocation on an Existing Support Structure	Application fee (per facilit	1	\$ 100	\$ 347	29%	\$ 347	\$ 100	\$ 247
12	Colocation on an Existing Support Structure	Application fee (per facilit	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
13	Colocation on an Existing Support Structure	Use of right-of-way	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
14	Colocation on an Existing Support Structure	Use of city owned pole	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
15	GER Standards Deviation Application Processing Fee	Per application	1	\$ 125	\$ 1,026	12%	\$ 1,026	\$ 125	\$ 901
16	Streetlight Repair/Replacement	Per hour; minimum 2 hour	1	\$ 100	\$ 145	69%	\$ 145	\$ 100	\$ 45
17	Streetlight Shield Installation	Each, installed	1	\$ 100	\$ 434	23%	\$ 434	\$ 100	\$ 334
18	Traffic Sign/Signal Repair/Replacement	Per hour; minimum 2 hour	1	\$ 100	\$ 145	69%	\$ 145	\$ 100	\$ 45
19	Concrete - 6"-Vertical Curb & Gutter, Single Curb & Ribbon Curb	Linear foot plus \$50 base f	22,100	\$ 0.35	\$ 0.40	88%	\$ 8,813	\$ 7,735	\$ 1,078
20	Concrete - Bus Bay, Right Turn Lane	Square foot plus \$50 base	2,234	\$ 0.25	\$ 0.45	55%	\$ 1,014	\$ 559	\$ 456
21	Concrete - Driveway (Non-Return Type)	Each	35	\$ 95	\$ 364	26%	\$ 12,739	\$ 3,325	\$ 9,414
22	Concrete - Return Type Driveway (Commercial)	Square foot plus \$50 base	111,150	\$ 0.30	\$ 0.10	286%	\$ 11,666	\$ 33,345	\$ (21,679)
23	Concrete - Sidewalk	Square foot plus \$50 base	47,995	\$ 0.15	\$ 0.17	87%	\$ 8,286	\$ 7,199	\$ 1,087
24	Concrete - Sidewalk Ramps	Each	236	\$ 65	\$ 284	23%	\$ 67,044	\$ 15,340	\$ 51,704
25	Concrete - Valley Gutter & Apron	Square foot plus \$50 base	8,784	\$ 0.35	\$ 0.75	47%	\$ 6,574	\$ 3,074	\$ 3,499
26	Concrete Structures - Box Culvert/Misc. Structures (% of Estimated Construction Cost)	4% of cost	2	\$ -	\$ 872	0%	\$ 1,744	\$ -	\$ 1,744
27	Concrete Structures - Catch Basins & Headwalls	Each	135	\$ 85	\$ 229	37%	\$ 30,931	\$ 11,475	\$ 19,456
28	Concrete Structures - Handrail	Linear foot	272	\$ 2.50	\$ 4.94	51%	\$ 1,344	\$ 680	\$ 664
29	Concrete Structures - Scuppers	Each	34	\$ 85	\$ 367	23%	\$ 12,463	\$ 2,890	\$ 9,573
30	Dirt Haul Permit	LS	15	\$ 100	\$ 443	23%	\$ 6,646	\$ 1,500	\$ 5,146
31	Drainage - Curb Opening	Each	41	\$ 35	\$ 278	13%	\$ 11,402	\$ 1,435	\$ 9,967
32	Drainage - Drywell	Each	69	\$ 125	\$ 444	28%	\$ 30,652	\$ 8,625	\$ 22,027
33	Drainage - Rip Rap	Cubic yard	490	\$ 5	\$ 6	85%	\$ 2,891	\$ 2,450	\$ 441
34	Drainage - Spillway	Each	22	\$ 50	\$ 530	9%	\$ 11,662	\$ 1,100	\$ 10,562
35	Drainage - Storm Sewer Manholes	Each	103	\$ 70	\$ 978	7%	\$ 100,782	\$ 7,210	\$ 93,572
36	Drainage - Storm Sewer Pipe	Linear foot	16,832	\$ 1.30	\$ 1.36	96%	\$ 22,909	\$ 21,882	\$ 1,027
37	Drainage - Underground Storm Water Ret Pipe	Linear foot	1,105	\$ 5	\$ 5	104%	\$ 5,304	\$ 5,525	\$ (221)
37.1	Drainage - Dual Chambered Drywell	New Fee - Each	-	\$ 175	\$ 872	20%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
37.2	Drainage - Storm Drain Concrete Pipe Collar	New Fee - Each	-	\$ 40	\$ 73	55%	\$ -	\$ -	\$ -
37.3	Drainage - Storm Drain Pipe Connection	New Fee - Each	-	\$ 40	\$ 73	55%	\$ -	\$ -	\$ -
38	Irrigation Manhole/Structure	Each	11	\$ 75	\$ 748	10%	\$ 8,228	\$ 825	\$ 7,403
39	Irrigation Pipe	Linear foot	3,450	\$ 1.25	\$ 1.02	123%	\$ 3,510	\$ 4,313	\$ (803)
40	Landscape Backflow Preventer	Each	14	\$ 75	\$ 583	13%	\$ 8,156	\$ 1,050	\$ 7,106
41	Landscaping (ROW Area)	Square yard	4,335	\$ 0.25	\$ 0.87	29%	\$ 3,761	\$ 1,084	\$ 2,677
42	Mass Grading (Gross Area) - All - Including Civil SWPPP Inspections	Base fee + SY (fee below)	15	\$ 400	\$ 601	67%	\$ 9,022	\$ 6,000	\$ 3,022
43	Mass Grading - Less than 5 Acres	Remove	-	\$ 0.07	\$ -	0%	\$ -	\$ -	\$ -
44	Mass Grading - 5 - 20 Acres	Square yard	144,023	\$ 0.06	\$ 0.02	351%	\$ 2,463	\$ 8,641	\$ (6,179)
45	Mass Grading - Greater than 20 Acres	Remove	-	\$ 0.05	\$ -	0%	\$ -	\$ -	\$ -
46	Paving - Asphalt Concrete Overlay (1 Lift)	Square yard	1,162	\$ 0.35	\$ 0.56	63%	\$ 650	\$ 407	\$ 243
47	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area < 100 SY	SY plus \$200 base fee	30,520	\$ 22	\$ 15	150%	\$ 447,849	\$ 671,440	\$ (223,591)
48	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 100 SY - 700 SY	Remove	-	\$ 6	\$ -	0%	\$ -	\$ -	\$ -
49	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 701 SY - 1,760 SY	Remove	-	\$ 2	\$ -	0%	\$ -	\$ -	\$ -
50	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area > 1,760 SY	Remove	-	\$ 1	\$ -	0%	\$ -	\$ -	\$ -
51	Paving - Barricade / Guardrail	Linear foot	448	\$ 4	\$ 1	280%	\$ 640	\$ 1,792	\$ (1,152)
52	Paving - New Conc. Asphalt Pavement (Full Section in Place)	Square yard	62,513	\$ 0.65	\$ 0.45	145%	\$ 28,028	\$ 40,633	\$ (12,605)
53	Paving - Slurry / Micro Seal	Square yard	500	\$ 0.20	\$ 0.21	95%	\$ 105	\$ 100	\$ 5
54	Paving - Street Signs	Each	119	\$ 40	\$ 142	28%	\$ 16,855	\$ 4,760	\$ 12,095
55	Paving - Striping (4-in Equiv.)	Linear foot	13,769	\$ 0.15	\$ 0.19	81%	\$ 2,551	\$ 2,065	\$ 486
56	Paving - Survey Monuments	Each	66	\$ 45	\$ 185	24%	\$ 12,218	\$ 2,970	\$ 9,248
57	Paving - Utility Adjustments (New & Existing in Street ROW)	Each	522	\$ 30	\$ 151	20%	\$ 78,754	\$ 15,648	\$ 63,106
58	Permit Modification	LS	3	\$ 75	\$ 51	148%	\$ 152	\$ 225	\$ (73)
59	Renew Expired Permit (With City Approval)	LS	20	\$ 300	\$ 392	76%	\$ 7,845	\$ 6,000	\$ 1,845
60	Retaining Walls	Remove	-	\$ 0.50	\$ -	0%	\$ -	\$ -	\$ -
61	Sanitary Sewer - Cleanouts; Mains & Service Lines	Each	69	\$ 50	\$ 258	19%	\$ 17,829	\$ 3,460	\$ 14,369
62	Sanitary Sewer - Drop Connection	Each	4	\$ 50	\$ 641	8%	\$ 2,566	\$ 200	\$ 2,366
63	Sanitary Sewer - Main Line Pipe	Linear foot	18,800	\$ 1.50	\$ 0.99	152%	\$ 18,596	\$ 28,200	\$ (9,604)
64	Sanitary Sewer - Manhole	Each	134	\$ 135	\$ 483	28%	\$ 64,602	\$ 18,050	\$ 46,553
65	Sanitary Sewer - Pipe Connection	Each	83	\$ 75	\$ 270	28%	\$ 22,387	\$ 6,225	\$ 16,162
66	Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	Linear Foot	520	\$ 25	\$ 9	282%	\$ 4,611	\$ 13,000	\$ (8,389)
67	Sanitary Sewer - Service Line Pipe	Linear foot	17,340	\$ 1.00	\$ 0.84	120%	\$ 14,498	\$ 17,340	\$ (2,842)
68	Sanitary Sewer - Sewer Tap	Each	532	\$ 85	\$ 136	62%	\$ 72,473	\$ 45,220	\$ 27,253
69	Sanitary Sewer - Sewer Utility Adjustment (On-Site)	Each	27	\$ 25	\$ 338	7%	\$ 9,197	\$ 680	\$ 8,517
69.1	Sanitary Sewer - Cut / Plug Pipe End	New Fee - Each	-	\$ 40	\$ 36	110%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
69.2	Sanitary Sewer - Corrosion Protected Lined Manhole	New Fee - Each	-	\$ 150	\$ 980	15%	\$ -	\$ -	\$ -
69.3	Sanitary Sewer - Large Dia. Pipe (>15") Manhole / Deep MH (>18')	New Fee - Each	-	\$ 200	\$ 1,116	18%	\$ -	\$ -	\$ -
70	Streetlights - Streetlight	Each	160	\$ 60	\$ 135	44%	\$ 21,620	\$ 9,600	\$ 12,020
71	Streetlights - Streetlight Concrete Pedestal Base	Each	48	\$ 40	\$ 221	18%	\$ 10,602	\$ 1,920	\$ 8,682
71.1	Streetlights - Pedestrian Light	New Fee - Each	-	\$ 60	\$ 218	28%	\$ -	\$ -	\$ -
72	SWPPP Post-Civil BMP Installations (Pad, Pre-Building)	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
73	SWPPP Post-Civil BMP Installations (Pad, Pre-Building)	Remove	-	\$ 0.03	\$ -	0%	\$ -	\$ -	\$ -
74	Theme Wall	Remove	-	\$ 0.05	\$ -	0%	\$ -	\$ -	\$ -
75	Traffic Control Plan (TCP) Review/Inspection Fee	Remove	229	\$ 175	\$ -	0%	\$ -	\$ 40,075	\$ (40,075)
76	Traffic Control Plan (TCP) Change/Update Review Fee	Remove	4	\$ 50	\$ -	0%	\$ -	\$ 200	\$ (200)
77	Unspecified Items - % of Estimated Construction Cost	4%	2	\$ -	\$ 0	0%	\$ 0	\$ -	\$ 0
78	Utilities - Bore/Splice Pit	Each	274	\$ 50	\$ 63	80%	\$ 17,220	\$ 13,700	\$ 3,520
79	Utilities - Boring Install Only	Linear foot	24,928	\$ 0.75	\$ 4.85	15%	\$ 120,785	\$ 18,696	\$ 102,089
80	Utilities - Open Cut Trenching Only (in ROW) Paved	Linear foot	40	\$ 3.00	\$ 6.19	49%	\$ 247	\$ 120	\$ 127
81	Utilities - Open Cut Trenching Only (in ROW) Un-paved	Linear foot	21,216	\$ 0.75	\$ 0.83	90%	\$ 17,622	\$ 15,912	\$ 1,710
82	Utilities - Pothole	Each	335	\$ 50	\$ 59	85%	\$ 19,663	\$ 16,750	\$ 2,913
83	Water - Fire Line	Linear foot	116	\$ 1.30	\$ 0.97	134%	\$ 113	\$ 151	\$ (38)
84	Water - Water Valve or ARV MH Vault	Each	10	\$ 65	\$ 762	9%	\$ 7,621	\$ 650	\$ 6,971
85	Water - Backflow Preventer (Up to 3-in.)	Each	70	\$ 75	\$ 189	40%	\$ 13,252	\$ 5,250	\$ 8,002
86	Water - Backflow Preventer (3-in. & Greater)	Each	15	\$ 120	\$ 528	23%	\$ 7,927	\$ 1,800	\$ 6,127
87	Water - Blow Off/Tapped Cap	Each	13	\$ 40	\$ 518	8%	\$ 6,732	\$ 520	\$ 6,212
88	Water - Fire Hydrants	Each	45	\$ 50	\$ 312	16%	\$ 14,055	\$ 2,250	\$ 11,805
89	Water - Mainline/Lateral/FH Valve	Each	218	\$ 40	\$ 66	61%	\$ 14,390	\$ 8,720	\$ 5,670
90	Water - Meter Box	Each	397	\$ 25	\$ 85	29%	\$ 33,912	\$ 9,925	\$ 23,987
91	Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	Each	16	\$ 150	\$ 591	25%	\$ 9,449	\$ 2,400	\$ 7,049
92	Water - Water Utility Adjustment (On-Site)	Each	51	\$ 25	\$ 208	12%	\$ 10,706	\$ 1,285	\$ 9,421
93	Water - Water Line Connection/Service Tap	Each	102	\$ 65	\$ 159	41%	\$ 16,183	\$ 6,630	\$ 9,553
94	Water - Water Service Line	Linear foot	10,040	\$ 1.00	\$ 1.01	99%	\$ 10,145	\$ 10,040	\$ 105
95	Water - Water Main Line (1-299 LF)	Linear foot	1,185	\$ 4.00	\$ 2.62	153%	\$ 3,103	\$ 4,740	\$ (1,637)
96	Water - Water Main Line (Greater than 300 LF to 1,000 LF)	Linear foot	2,500	\$ 2.00	\$ 2.47	81%	\$ 6,184	\$ 5,000	\$ 1,184
97	Water - Water Main Line (Greater Than 1,000 LF)	Remove	-	\$ 1.45	\$ -	0%	\$ -	\$ -	\$ -
97.1	Water - Pipe Encasement Sleeving / Extra Protection	New Fee - Linear Foot	-	\$ 25	\$ 24	103%	\$ -	\$ -	\$ -
97.2	Water - Cut / Plug Pipe End	New Fee - Each	-	\$ 40	\$ 36	110%	\$ -	\$ -	\$ -
98	Minor Land Division Recordation Fee	Per application	1	\$ 31	\$ 6,246	0%	\$ 6,246	\$ 31	\$ 6,215
99	Map of Dedication Recordation Fee	Remove	1	\$ 31	\$ -	0%	\$ -	\$ 31	\$ (31)
Second and Subsequent Re-Inspections Required for Failure to Correct									
100	Deficiencies	Per hour	1	\$ 120	\$ 224	54%	\$ 224	\$ 120	\$ 104

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
100	SWPPP Inspection Fee	New Fee - Flat Fee	2	\$ 400	\$ 872	46%	\$ 1,744	\$ 800	\$ 944
101	SWPPP Post-Civil Inspection (Pad, Pre-Building) Non-Compliance and Re-Inspection Fee	Per hour	8	\$ 120	\$ 173	69%	\$ 1,388	\$ 960	\$ 428
102	Pavement Cut Post Construction - Utility Pothole Post Const; 0-12 Months	Each	1	\$ 1,000	\$ 145	688%	\$ 145	\$ 1,000	\$ (855)
103	Pavement Cut Post Construction 0-12 Months	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
104	Pavement Cut Post Construction - Utility Pothole Post Const; 13-24 Months	Each	1	\$ 750	\$ 182	413%	\$ 182	\$ 750	\$ (568)
105	Pavement Cut Post Construction 13-24 Months	Remove	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -
106	Pavement Cut Post Construction - Utility Pothole Post Const; 25-36 Months	Each	-	\$ 375	\$ 218	172%	\$ -	\$ -	\$ -
107	Pavement Cut Post Construction 25-36 Months	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
108	Telecom- Bore/Splice Pit	Per Bore Or Splice Pit	253	\$ 50	\$ 152	33%	\$ 38,375	\$ 12,650	\$ 25,725
109	Telecom- Bore/Splice Pit Soft Landscape	Per Bore Or Splice Pit	220	\$ 25	\$ 77	33%	\$ 16,910	\$ 5,500	\$ 11,410
110	Telecom- Boring Install Only	Per Linear Foot	26,356	\$ 0.75	\$ 2.61	29%	\$ 68,914	\$ 19,767	\$ 49,147
111	Telecom-Handhole/Vault	Per Handhole Or Vault	7	\$ 50	\$ 186	27%	\$ 1,305	\$ 350	\$ 955
112	Telecom- Landscape (In Right Of Way)	Per Square Yard	-	\$ 0.75	\$ 1.45	52%	\$ -	\$ -	\$ -
113	Telecom-Pothole-Hard Surface	Per Pothole	50	\$ 50	\$ 186	27%	\$ 9,321	\$ 2,500	\$ 6,821
114	Telecom-Pothole-Soft Surface	Per Pothole	368	\$ 25	\$ 75	33%	\$ 27,764	\$ 9,200	\$ 18,564
114	Telecom- Open Cut Trench Only (in ROW) unpaved	Per Linear Foot	-	\$ -	\$ 0.83	0%	\$ -	\$ -	\$ -
114	Telecom- Open Cut Trench Only (in ROW) paved	Per Linear Foot	-	\$ -	\$ 6.19	0%	\$ -	\$ -	\$ -
114	Telecommunication and Right-of-Way	New Fee - per linear foot in ROW	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
115	Encroachment	Remove	1	\$ 180	\$ -	0%	\$ -	\$ 180	\$ (180)
116	Traffic Control Plan Alley Restriction	Per Day	12	\$ 75	\$ 637	12%	\$ 7,643	\$ 900	\$ 6,743
117	Traffic Control Plan Bike Lane Restriction	Per Day	119	\$ 40	\$ 169	24%	\$ 20,101	\$ 4,760	\$ 15,341
118	Traffic Control Plan High Volume Arterial Road Closure	Per Lane/Day For Every 1/4	64	\$ 140	\$ 23	612%	\$ 1,465	\$ 8,960	\$ (7,495)
119	Traffic Control Plan Low Volume Arterial Closure	Remove	1	\$ 500	\$ -	0%	\$ -	\$ 500	\$ (500)
120	Traffic Control Plan Nighttime High Volume Arterial And Collector Closure (7P-6A)	Per Lane/Day For Every 1/4	15	\$ 75	\$ 73	103%	\$ 1,090	\$ 1,125	\$ (35)
121	Traffic Control Plan Penalties - Presenting Imminent Risk Of Death Or Injury To The Public Within Public Right Of Way	Per Occurrence	1	\$ 1,500	\$ 6,319	24%	\$ 6,319	\$ 1,500	\$ 4,819
122	Traffic Control Plan Penalties - Restricting Traffic Within 150 Feet Of Sign.	Per Permit	1	\$ 750	\$ 6,319	12%	\$ 6,319	\$ 750	\$ 5,569
123	Traffic Control Plan Penalties - Restricting Without A Valid Permit	Per Occurrence	1	\$ 1,000	\$ 6,319	16%	\$ 6,319	\$ 1,000	\$ 5,319
124	Traffic Control Plan Shoulder Edgeline	Per Day	257	\$ 50	\$ 117	43%	\$ 29,943	\$ 12,850	\$ 17,093
125	Traffic Control Plan Sidewalk Closure	Per Day	235	\$ 30	\$ 119	25%	\$ 27,915	\$ 7,050	\$ 20,865
126	Traffic Control Plan Special Event Closure	Remove	3	\$ 75	\$ -	0%	\$ -	\$ 225	\$ (225)
127	Traffic Control Plan Surcharge For Leaving Devices In Right Of Way 24 Hours After Approved Traffic Control Plan Expires	Per Day	1	\$ 250	\$ 6,294	4%	\$ 6,294	\$ 250	\$ 6,044

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
128	Traffic Control Plan Surcharge For Missing Or Improper Use Of Barricades Or Delineation Devices As Shown On Approved Traffic Control Plan	Per Violation	1	\$ 500	\$ 6,294	8%	\$ 6,294	\$ 500	\$ 5,794
129	Traffic Control Plan Surcharge For Violating Restrictions, Limits, Times And Locations Of Approved Traffic Control Plan	Per Violation	1	\$ 500	\$ 6,294	8%	\$ 6,294	\$ 500	\$ 5,794
130	Traffic Control Plan Traffic Control Re-Inspection Fee	Per Hour	19	\$ 90	\$ 126	72%	\$ 2,444	\$ 1,750	\$ 695
131	Traffic Control Plan Review	Per Request	84	\$ 150	\$ 315	48%	\$ 26,431	\$ 12,600	\$ 13,831
131	Traffic Control Plan - Message Boards	New Fee - Day/Per Device	-	\$ 30	\$ 62	49%	\$ -	\$ -	\$ -
131	Traffic Control Plan - Residential / Local Road Closure	New Fee - Day per 1/2 mi	-	\$ 50	\$ 62	81%	\$ -	\$ -	\$ -
131	Traffic Control Plan - Collector / Industrial Road Closure	New Fee - Ln/Day per 1/2 mi	-	\$ 75	\$ 62	122%	\$ -	\$ -	\$ -
132	Sewer Verification (Existing Sewer Connection And Verification Fee)	Per Inspection	5	\$ 125	\$ 1,329	9%	\$ 6,646	\$ 625	\$ 6,021
133	Copies—Non-Standard-Sizes (Plans, Maps, other)	Remove—consolidate with City Clerk	1	\$ 3.00	\$ -	0%	\$ -	\$ 3	\$ (3)
134	General Engineering Requirements (GER) Manual	Each	1	\$ 25	\$ 18	140%	\$ 18	\$ 25	\$ (7)
135	MAG Supplement Manual	Each	1	\$ 30	\$ 18	168%	\$ 18	\$ 30	\$ (12)
136	Building Plan Review	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
137	Expedited Review Fee (Half the Time)	Double standard review fee	1	\$ -	\$ 2,852	0%	\$ 2,852	\$ -	\$ 2,852
138	Grading & Drainage Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
139	Improvement Plans (Commercial)—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
139	All Plan Reviews	New Fee - Per Sheet	2,936	\$ 375	\$ 554	68%	\$ 1,627,961	\$ 1,101,000	\$ 526,961
140	LOMR/CLOMR (Outside Consultant)	Actual cost	-	\$ -	\$ 4,870	0%	\$ -	\$ -	\$ -
141	Paving & Storm Drain Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
142	Sewer Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
143	Streetlight Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
144	Striping & Signing Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
145	Traffic Signal Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
146	Water Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
147	Engineering Plan Review—Landscape/Other—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
148	Second & Subsequent Review of All Plans	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -
148	Tech Reports	New Fee - Per hour per su	159	\$ 225	\$ 225	100%	\$ 35,834	\$ 35,775	\$ 59
149	Drainage Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -
150	Geo-Tech Report (Soils, Paving, etc.)	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -
151	Sewer Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -
152	Storm Water Pollution Prevention Plan (SWPPP) Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -
153	Traffic Impact Study	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -
154	Water Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
155	Erosion Control Plan	Flat fee	82	\$ 375	\$ 362	104%	\$ 29,663	\$ 30,750	\$ (1,087)
156	GER Standards Deviation Application Review Fee	Per hour	1	\$ 225	\$ 234	96%	\$ 234	\$ 225	\$ 9
157	New/Replacement Poles Not Subject to Zoning Review	Application fee	1	\$ 750	\$ -	0%	\$ -	\$ 750	\$ (750)
158	New/Replacement Poles Not Subject to Zoning Review	Use of right-of-way	1	\$ 50	\$ -	0%	\$ -	\$ 50	\$ (50)
159	New/Replacement Poles Not Subject to Zoning Review	Use of city owned pole	1	\$ 50	\$ -	0%	\$ -	\$ 50	\$ (50)
160	New/Replacement Poles Subject to Zoning Review	Application fee	1	\$ 1,000	\$ -	0%	\$ -	\$ 1,000	\$ (1,000)
161	New/Replacement Poles Subject to Zoning Review	Use of right-of-way (if per	1	\$ 200	\$ -	0%	\$ -	\$ 200	\$ (200)
162	Minor Land Division	Each	5	\$ 460	\$ 2,687	17%	\$ 13,435	\$ 2,300	\$ 11,135
163	Map of Dedication	Each	6	\$ 360	\$ 2,664	14%	\$ 15,985	\$ 2,160	\$ 13,825
164	Pre-Application Meeting	Remove	34	\$ 500	\$ -	0%	\$ -	\$ 17,000	\$ (17,000)
165	Telecom-Plan Review (supplement with consultant)	First Review	558	\$ 375	\$ 324	116%	\$ 180,750	\$ 209,250	\$ (28,500)
166	Maintenance Improvement District (MID)	Per lot	815	\$ 15	\$ 659	2%	\$ 537,249	\$ 12,225	\$ 525,024
166	Engineering Consultation fee	New Fee - Hourly	-	\$ -	\$ 205	0%	\$ -	\$ -	\$ -
166	Engineering Pre-Application Meeting Fee	New Fee - Hourly	-	\$ -	\$ 168	0%	\$ -	\$ -	\$ -
167	Support to Building (building plan reviews)	X-Support	1	\$ -	\$ 64,686	0%	\$ 64,686	\$ -	\$ 64,686
168	Support to Planning	X-Support	1	\$ -	\$ 263,455	0%	\$ 263,455	\$ -	\$ 263,455
169	Dry Utility (srp, aps, swgas, kinder morgan, cox) no fees due to franchise agreements (No fees assessed)	No Charge	651	\$ -	\$ 235	0%	\$ 153,181	\$ -	\$ 153,181
170	Non User Fee Activities	Non-Fee	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -
Total Cost of Unidentified Time							\$1,965,863	\$0	\$1,965,863
Total User Fees							\$4,430,790	\$2,757,630	\$1,673,160
% of Full Cost								62%	38%
Total Other Services							\$2,447,185	\$0	\$2,447,185
% of Full Cost								0%	100%
Department Totals							\$6,877,974	\$2,757,630	\$4,120,344
% of Full Cost								40%	60%

Fire

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	Per inspection	100	\$ 100	\$ 225	44%	\$ 22,503	\$ 10,000	\$ 12,503
2	Other Fire Code - Additional Inspections (Two Hour Minimum)	Per hour	-	\$ 50	\$ 129	39%	\$ -	\$ -	\$ -
3	Other Fire Code - After Hours Inspections (Four Hour Minimum)	Per hour	5	\$ 100	\$ 129	78%	\$ 643	\$ 500	\$ 143
4	Other Fire Code - Re-inspection fee	Per occurrence	-	\$ 100	\$ 96	104%	\$ -	\$ -	\$ -
5	Other Fire Code - Standby Personnel (Overtime)	Per overtime hour	-	\$ 75	\$ 193	39%	\$ -	\$ -	\$ -
6	Other Fire Code - Standby Personnel (Two Hour Minimum)	Per hour	-	\$ 50	\$ 129	39%	\$ -	\$ -	\$ -
7	Stop Work Order Inspection	Per occurrence	1	\$ 250	\$ 366	68%	\$ 366	\$ 250	\$ 116
8	Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials in T105.6.21	Per permit	-	\$ 300	\$ 300	100%	\$ -	\$ -	\$ -
9	Annual Operational Permit	Per permit	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
10	Battery System - Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
11	Battery System - New Installation	Per permit	2	\$ 200	\$ 504	40%	\$ 1,007	\$ 400	\$ 607
12	Capacitor Energy Storage Systems - Modification	Per permit	-	\$ 100	\$ 439	23%	\$ -	\$ -	\$ -
13	Capacitor Energy Storage Systems - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
14	Cryogenic Fluid - Alteration	Per permit	-	\$ 100	\$ 509	20%	\$ -	\$ -	\$ -
15	Cryogenic Fluid - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
16	Emergency Alarm System - Modification	Per permit	2	\$ 150	\$ 439	34%	\$ 879	\$ 300	\$ 579
17	Emergency Alarm System - New Installation	Per permit	2	\$ 300	\$ 504	60%	\$ 1,007	\$ 600	\$ 407
18	Expedited Operational Permit (Application submitted within 21 days of event)	Double permit fee	5	\$ 200	\$ 600	33%	\$ 3,000	\$ 1,000	\$ 2,000
19	Fire Department Access - New Installation - Interior/Private Fire Apparatus Access Road	Per permit	8	\$ 100	\$ 166	60%	\$ 1,329	\$ 800	\$ 529
20	Fire Hydrants	Each	10	\$ 50	\$ 230	22%	\$ 2,304	\$ 500	\$ 1,804
20.5	Flammable and Combustible Liquids Facilities	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
21	Flammable and Combustible Liquids Facilities—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
22	Flammable and Combustible Liquids Facilities—New	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
23	Fuel Cell Power Systems - Modification	Per permit	-	\$ 100	\$ 509	20%	\$ -	\$ -	\$ -
24	Fuel Cell Power Systems - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
24.5	Gas Detection System	New Fee - per permit	3	\$ -	\$ 295	0%	\$ 884	\$ -	\$ 884
25	Gas Detection System—Modification	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
26	Gas Detection System—New Installation	Remove	3	\$ 300	\$ -	0%	\$ -	\$ 900	\$ (900)
26.5	Industrial Ovens	New Fee - per permit	-	\$ -	\$ 504	0%	\$ -	\$ -	\$ -
27	Industrial Ovens—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
28	Industrial Ovens—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
29	L-P Gas - Modification - L-P Gas System	Per permit	1	\$ 150	\$ 439	34%	\$ 439	\$ 150	\$ 289
30	Mainline/Lateral Fire Hydrant Valve	Each	36	\$ 40	\$ 364	11%	\$ 13,115	\$ 1,440	\$ 11,675
30.5	Motor Vehicle Repair Rooms and Booths	New Fee - per permit	-	\$ -	\$ 364	0%	\$ -	\$ -	\$ -
31	Motor Vehicle Repair Rooms and Booths—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
32	Motor Vehicle Repair Rooms and Booths—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
32.5	Other Power System	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
33	Other Power System—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
34	Other Power System—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
34.5	Plan Extraction System	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
35	Plan Extraction System—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
36	Plan Extraction System—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
37	Smoke Control/Exhaust System - Modification	Per permit	-	\$ 150	\$ 364	41%	\$ -	\$ -	\$ -
38	Smoke Control/Exhaust System - New Installation	Per permit	-	\$ 300	\$ 429	70%	\$ -	\$ -	\$ -
39	Solar Photovoltaic Power Systems - Modification	Per permit	8	\$ 100	\$ 364	27%	\$ 2,914	\$ 800	\$ 2,114
40	Solar Photovoltaic Power Systems - New Installation	Per permit	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
40.5	Sprinkler Monitoring System	New Fee - per permit	34	\$ -	\$ 300	0%	\$ 10,201	\$ -	\$ 10,201
41	Sprinkler Monitoring System—Modification	Remove	13	\$ 100	\$ -	0%	\$ -	\$ 1,300	\$ (1,300)
42	Sprinkler Monitoring System—New Installation	Remove	21	\$ 200	\$ -	0%	\$ -	\$ 4,200	\$ (4,200)
43	Tapping Sleeve	Each	3	\$ 150	\$ 236	64%	\$ 707	\$ 450	\$ 257
44	Utility Adjustments	Each	-	\$ 25	\$ 236	11%	\$ -	\$ -	\$ -
45	Fire Supply - Water Main Line (1-299 LF)	Linear foot	500	\$ 4.00	\$ 2.30	174%	\$ 1,152	\$ 2,000	\$ (848)
46	Fire Supply - Water Main Line (Greater than 300 LF to 1,000 LF)	Linear foot	4,800	\$ 2.00	\$ 0.95	210%	\$ 4,565	\$ 9,600	\$ (5,035)
47	Water Main (Greater than 1000 LF)	Remove	-	\$ 1	\$ -	0%	\$ -	\$ -	\$ -
48	Alternative Fire-Extinguishing System - New Installation Commercial Cooking - Single System	Per permit	7	\$ 150	\$ 364	41%	\$ 2,550	\$ 1,050	\$ 1,500
49	Alternative Fire-Extinguishing System - New Installation: Water, Foam, CO2, Clean Agent, Halon, Chemical, etc.	Per permit	4	\$ 200	\$ 364	55%	\$ 1,457	\$ 800	\$ 657
50	Alternative Fire-Extinguishing System - Each Additional System Installed at the Same Time	Per permit	-	\$ 100	\$ 364	27%	\$ -	\$ -	\$ -
51	Alternative Fire-Extinguishing System - Modification to any Alternative Fire System	Per permit	6	\$ 100	\$ 364	27%	\$ 2,186	\$ 600	\$ 1,586
52	Fire Alarm, Detection & Notification System - Modification (including TI), over 50 devices	Per permit	-	\$ 500	\$ 300	167%	\$ -	\$ -	\$ -
53	Fire Alarm, Detection & Notification System - Modification, Wireless Transmitter - New or Replacement or Radio Unit	Per permit	6	\$ 200	\$ 300	67%	\$ 1,800	\$ 1,200	\$ 600
54	Fire Alarm, Detection & Notification System - Modification, Connection to Access-Controlled Egress Doors or Delayed Egress	Per permit	2	\$ 200	\$ 236	85%	\$ 471	\$ 400	\$ 71
55	Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	Per permit	130	\$ 100	\$ 434	23%	\$ 56,414	\$ 13,000	\$ 43,414
56	Automatic Fire Sprinkler System - New Installation under 10,000 sq. ft.	Per permit	50	\$ 300	\$ 300	100%	\$ 15,001	\$ 15,000	\$ 1
57	Automatic Fire Sprinkler System - New Installation 10,001 - 52,000 sq. ft.	Per permit	-	\$ 400	\$ 434	92%	\$ -	\$ -	\$ -
58	Automatic Fire Sprinkler System - New Installation 52,001 - 104,000 sq. ft.	Per permit	-	\$ 800	\$ 568	141%	\$ -	\$ -	\$ -
59	Automatic Fire Sprinkler System - New Installation 104,001 - 208,000 sq. ft.	Per permit	-	\$ 1,360	\$ 638	213%	\$ -	\$ -	\$ -
59.5	Automatic Fire Sprinkler System - New Installation over 208,000 sq. ft.	New Fee - per permit	22	\$ -	\$ 970	0%	\$ 21,333	\$ -	\$ 21,333
60	Automatic Fire Sprinkler System—New Installation 208,001—416,000 sq. ft.	Remove	-	\$ 2,240	\$ -	0%	\$ -	\$ -	\$ -
61	Automatic Fire Sprinkler System—New Installation 416,001—624,000 sq. ft.	Remove	-	\$ 2,640	\$ -	0%	\$ -	\$ -	\$ -
62	Automatic Fire Sprinkler System—New Installation over 624,000 sq. ft.	Remove	-	\$ 3,520	\$ -	0%	\$ -	\$ -	\$ -
63	Automatic Fire Sprinkler System—Modification (including TI), 1—20 Sprinklers	Remove	22	\$ 100	\$ -	0%	\$ -	\$ 2,200	\$ (2,200)
64	Automatic Fire Sprinkler System—Modification (including TI), 21—100 Sprinklers	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
64.5	Automatic Fire Sprinkler System - Modification (including TI), 1 - 99 Sprinklers	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
65	Automatic Fire Sprinkler System—Modification (including TI), 101—500 Sprinklers	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
66	Automatic Fire Sprinkler System—Modification (including TI), over 500 Sprinklers	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
66.5	Automatic Fire Sprinkler System - Modification (including TI), over 100 Sprinklers	New Fee - per permit	-	\$ -	\$ 504	0%	\$ -	\$ -	\$ -
67	Carbon Dioxide Systems	Each	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
67.5	Compressed Gases	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
68	Compressed Gases—New Installation—Under 400 lbs.	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
69	Compressed Gases—New Installation—Over 400 lbs.	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
70	Compressed Gases—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
71	Fire Alarm, Detection & Notification System - Modification, Fire Alarm Control Panel Replacement	Per system or panel	4	\$ 200	\$ 300	67%	\$ 1,200	\$ 800	\$ 400
72	Fire Alarm, Detection & Notification System - New Installation under 5,000 sq. ft.	Per permit	28	\$ 300	\$ 300	100%	\$ 8,401	\$ 8,400	\$ 1
73	Fire Alarm, Detection & Notification System—New Installation 5,001—10,000 sq. ft.	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
74	Fire Alarm, Detection & Notification System—New Installation 10,001—50,000 sq. ft.	Remove	-	\$ 600	\$ -	0%	\$ -	\$ -	\$ -
74.1	Fire Alarm, Detection & Notification System - New Installation 5,001 - 50,000 sq. ft.	New Fee - per permit	-	\$ -	\$ 568	0%	\$ -	\$ -	\$ -
75	Fire Alarm, Detection & Notification System - New Installation 50,001 - 100,000 sq. ft.	Per permit	-	\$ 900	\$ 638	141%	\$ -	\$ -	\$ -
76	Fire Alarm, Detection & Notification System - New Installation 100,001 - 150,000 sq. ft.	Per permit	-	\$ 1,200	\$ 771	156%	\$ -	\$ -	\$ -
77	Fire Alarm, Detection & Notification System - New Installation over 150,000 sq. ft.	Per permit	-	\$ 1,500	\$ 836	179%	\$ -	\$ -	\$ -
78	Fire Alarm, Detection & Notification System—Modification (including TI), 1-5 devices	Remove	14	\$ 100	\$ -	0%	\$ -	\$ 1,400	\$ (1,400)
79	Fire Alarm, Detection & Notification System—Modification (including TI), 6-20 devices	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
80	Fire Alarm, Detection & Notification System—Modification (including TI), 21-50 devices	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
80.5	Fire Alarm, Detection & Notification System - Modification (including TI)	New Fee - per permit	14	\$ -	\$ 300	0%	\$ 4,200	\$ -	\$ 4,200
81	Fire Department Access - Modification - Interior/Private Fire Apparatus Access Road	Per permit	2	\$ 100	\$ 236	42%	\$ 471	\$ 200	\$ 271
82	Fire Department Access - Modification to Each Fire Department Access Items (Except Key Box, Key Switch, Padlock)	Per hour	3	\$ 100	\$ 236	42%	\$ 707	\$ 300	\$ 407
83	Fire Department Access - New Installation - Address Directory	Per permit	3	\$ 100	\$ 236	42%	\$ 707	\$ 300	\$ 407
83.5	Fire Department Access - New Installation - Fire Apparatus Automatic/Manual Access Gate (Each)	New Fee - per permit	12	\$ -	\$ 236	0%	\$ 2,829	\$ -	\$ 2,829
84	Fire Department Access—New Installation—Fire Apparatus Automatic Access Gate (Each)	Remove	12	\$ 100	\$ -	0%	\$ -	\$ 1,200	\$ (1,200)
85	Fire Department Access—New Installation—Fire Apparatus Manual Access Gate (Each)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
86	Fire Department Access - New Installation - Fire Lane Marking	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
87	Fire Department Access - New Installation - Firefighter Access Walkway Gate (Each Gate)	Per permit	1	\$ 100	\$ 236	42%	\$ 236	\$ 100	\$ 136
87.5	Fire Pump	New Fee - per permit	8	\$ -	\$ 568	0%	\$ 4,543	\$ -	\$ 4,543
88	Fire Pump—Modification (Minimum One Hour)	Remove	2	\$ 100	\$ -	0%	\$ -	\$ 200	\$ (200)
89	Fire Pump—New Installation	Remove	6	\$ 500	\$ -	0%	\$ -	\$ 3,000	\$ (3,000)
90	Flammable and Combustible Liquid Tanks - New Installation Tank	Per permit	-	\$ 200	\$ 568	35%	\$ -	\$ -	\$ -
91	Flammable and Combustible Liquid Tanks - New Installation >120 gal. Part of Emergency/Standby Power	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
92	Flammable and Combustible Liquid Tanks - Each Additional Tank Installed	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
93	Flammable and Combustible Liquid Tanks - Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
94	Flammable and Combustible Liquid Tanks - Removal	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
95	Flammable and Combustible Liquid Tanks - Each Additional Tank Removed at Same Time	Per permit	-	\$ 50	\$ 300	17%	\$ -	\$ -	\$ -
96	Hazardous Materials—HMIS Assessment (Minimum One Hour)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
97	Hazardous Materials - HMMP Assessment (Minimum One Hour)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
98	Hazardous Materials - New Installation - HazMat Container, Tank or Process	Per review	-	\$ 200	\$ 568	35%	\$ -	\$ -	\$ -
99	Hazardous Materials - Each Additional Container, Tank, or Process Installed at the Same Time	Per review	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
100	Hazardous Materials - Modification (Minimum One Hour)	Per hour	-	\$ 100	\$ 133	75%	\$ -	\$ -	\$ -
101	L-P Gas - New Installation - L-P Gas System	Per permit	-	\$ 300	\$ 300	100%	\$ -	\$ -	\$ -
102	L-P Gas - New Installation - Prefilled Portable Cylinders for Consumer Exchange	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
103	L-P Gas - New Installation - Storage Containers Awaiting Use or Resale	Per permit	-	\$ 200	\$ 236	85%	\$ -	\$ -	\$ -
104	Other Fire Code - Firefighter Air System (FAS)	Per permit	-	\$ 300	\$ 434	69%	\$ -	\$ -	\$ -
105	Other Fire Code - High-Piled Storage Plan	Per permit	4	\$ 100	\$ 573	17%	\$ 2,293	\$ 400	\$ 1,893
106	Other Fire Code - Public Safety Radio Amplification System	Per permit	2	\$ 300	\$ 300	100%	\$ 600	\$ 600	\$ 0
107	Other Fire Code - Work Commencing before Permit Issuance	Double permit fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
108	Private Fire Protection Water Supply - Fire Flow Test (not Related to Sprinkler System Design)	Per permit	-	\$ 100	\$ 161	62%	\$ -	\$ -	\$ -
109	Spraying, Dipping or Powder - New Installation - Spray Room, Dip Tank, or Booth	Per permit	-	\$ 250	\$ 568	44%	\$ -	\$ -	\$ -
110	Spraying, Dipping or Powder- Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
111	Standpipe - New Installation	Per permit	4	\$ 200	\$ 300	67%	\$ 1,200	\$ 800	\$ 400
112	Standpipe - Modification	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
113	Temporary Use - Amusement Building - 30 Days	Per permit	-	\$ 200	\$ 370	54%	\$ -	\$ -	\$ -
114	Temporary Use - Blasting Site Operations (Each 30 Day Period)	Per permit	-	\$ 250	\$ 563	44%	\$ -	\$ -	\$ -
115	Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	Per permit	10	\$ 300	\$ 429	70%	\$ 4,286	\$ 3,000	\$ 1,286
115.5	Temporary Use - Consumer Fireworks Retail Sales/Wholesale Distribution/Storage - 30 Days	New Fee - per permit	11	\$ -	\$ 166	0%	\$ 1,827	\$ -	\$ 1,827
116	Temporary Use - Consumer Fireworks Retail Sales - 30 Days	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
117	Temporary Use - Consumer Fireworks Wholesale Distribution and/or Storage - 30 Days	Remove	-	\$ 900	\$ -	0%	\$ -	\$ -	\$ -
118	Temporary Use - Exhibits and Trade Show	Per permit	1	\$ 100	\$ 300	33%	\$ 300	\$ 100	\$ 200
118.5	Temporary Use - Fireworks Display - Each Location	New Fee - each location	16	\$ -	\$ 686	0%	\$ 10,973	\$ -	\$ 10,973
119	Temporary Use - Fireworks Display - Repeat Location Previously Approved	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
120	Temporary Use - Fireworks Display - Each New Location	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
121	Temporary Use - Flame Effects	Per permit	4	\$ 250	\$ 300	83%	\$ 1,200	\$ 1,000	\$ 200
122	Temporary Use - Fuel Tank & Dispensing	Per permit	2	\$ 100	\$ 300	33%	\$ 600	\$ 200	\$ 400
123	Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	Per permit	-	\$ 100	\$ 166	60%	\$ -	\$ -	\$ -
124	Temporary Use - LP Gas - Public Special Event Use of Containers Over 40 lbs.	Per permit	-	\$ 50	\$ 230	22%	\$ -	\$ -	\$ -
125	Temporary Use - Motor Vehicle Fueling from Tank Vehicles	Per permit	2	\$ 200	\$ 300	67%	\$ 600	\$ 400	\$ 200
126	Temporary Use - Open Burning or Bon Fires	Per permit	2	\$ 50	\$ 230	22%	\$ 461	\$ 100	\$ 361
127	Temporary Use - Pyrotechnics Display	Per permit	15	\$ 250	\$ 686	36%	\$ 10,287	\$ 3,750	\$ 6,537
128	Temporary Use - Single Tent, Canopy or Membrane Structure Installation	Per permit	25	\$ 200	\$ 300	67%	\$ 7,500	\$ 5,000	\$ 2,500
129	Temporary Use - Each Additional Tent, Canopy, or Membrane Structure	Per permit	10	\$ 100	\$ 236	42%	\$ 2,357	\$ 1,000	\$ 1,357
130	Temporary Use - Temporary Fire Apparatus Access Road (Maximum 120 Days)	Per permit	-	\$ 1,000	\$ 230	434%	\$ -	\$ -	\$ -
131	Temporary Use and Operational - Temporary Fire Protection Water Supply (Maximum 120 Days)	Per permit	1	\$ 200	\$ 300	67%	\$ 300	\$ 200	\$ 100

				Current					
				Per Unit			Annual		
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
132	Plan Review Administrative Fee	Per occurrence	132	\$ 50	\$ 70	72%	\$ 9,193	\$ 6,600	\$ 2,593
133	Fire Plan Review Fee	Per hour	226	\$ 100	\$ 139	72%	\$ 31,478	\$ 22,600	\$ 8,878
134	Fire Plan Review Submittal Fee	Per permit	-	\$ 200	\$ 139	144%	\$ -	\$ -	\$ -
135	Other Fire Code - Revision to Previously Reviewed Plan (One Hour Minimum)	Per hour	6	\$ 100	\$ 172	58%	\$ 1,033	\$ 600	\$ 433
135.5	Other Fire Code - Fire Marshal Review of Alternative Materials & Methods Request, Technical Assistance Request, or Code	New Fee - per hour	50	\$ -	\$ 172	0%	\$ 8,612	\$ -	\$ 8,612
136	Other Fire Code - Fire Marshal Review of Alternative Materials and Methods Request (One Hour Minimum)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
137	Other Fire Code - Fire Marshal Review of Technical Assistance Request (One Hour Minimum)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
138	Other Fire Code - Fire Marshal Review of Code Modification Request	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
95.5	Hazardous Materials - HMIS or HMMP Assessment (Minimum One Hour)	New Fee - per hour	-	\$ -	\$ 172	0%	\$ -	\$ -	\$ -
139	Annual Inspections (no charge) City Charter mandates all existing occupancies be inspected annually	No Fee	2,500	\$ -	\$ 129	0%	\$ 321,469	\$ -	\$ 321,469
140	Fire investigations	No Fee	14	\$ -	\$ 1,639	0%	\$ 22,951	\$ -	\$ 22,951
150	Support to Building	No Fee	1	\$ -	\$ 97,290	0%	\$ 97,290	\$ -	\$ 97,290
	Total Cost of Unidentified Time						\$234,150	\$0	\$234,150
	Total User Fees						\$286,622	\$131,690	\$154,932
	% of Full Cost							46%	54%
	Total Other Services						\$675,860	\$0	\$675,860
	% of Full Cost							0%	100%
	Department Totals						\$962,482	\$131,690	\$830,792
	% of Full Cost							14%	86%

Appendix B – Comparison Survey

An “X” denotes the agency does not have or charges the fee.

Development Services

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
DEVELOPMENT SERVICES							
General Mechanical Permit	\$75	\$75	\$29.79	\$55	\$75	The minimum permit fee shall be \$150 for residential single lot construction and \$300 for all other construction	General Services Civil Permit and Design Review Administrative Processing: \$140
General Electrical Permit	\$75	\$75	\$29.79	\$55	\$75		
General Plumbing Permit	\$75	\$75	\$29.79	\$55	\$75		
Site Plan Review Design App	\$5,600	x	\$875.93 plus \$112.14 per acre	Field Change Design Review - 1 hour minimum Change Per Sheet -> Per Hour \$256	Design Review Only – No Site Plan \$750	\$150 per hour, minimum \$75 (1/2-hour)	\$3,000 + \$30/Acre
Preliminary Plat - base fee	\$1,785	\$5,000	\$1,709.40 plus \$29.51 per lot	Preliminary Subdivision Plat Application 10 or fewer lots Flat Fee: \$1,200	\$5,000	\$2,500 base plus \$40 per lot plus Review Complexity Surcharge	\$2,500
- per acre	\$30	\$25		Preliminary Subdivision Plat Application 11 -200 lots Flat Fee: \$4,662	\$10		\$30
Zoning Verification Letter	\$150	\$350	\$144	\$236	\$200	\$150 per hour for staff research and separation, minimum \$300 (2-hours)	\$100
Rezoning - Multi Family, base fee	\$1,425	Rezone with overlay base fee (up to 160 acres): \$6,560	\$3,409.36 plus \$112.14 per acre	Rezoning Request - Standard District Change base -> flat fee plus noticing costs: \$7,471	\$3,000	x	\$3,000
per acre	\$70	Rezone with overlay: base fee plus per acre fee (for 161 + acres): \$3			\$40	x	\$20

Engineering

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
ENGINEERING							
Final Plat (Base Fee)	\$995	\$3,990	\$2,871.03 plus \$29.51 per lot	\$1,115	\$2,000	\$1,250	\$1,200
Drainage - Storm Sewer Pipe	\$1.30	\$1.10/LF	Plumbing permit - Drainage piping: \$6.00 100 LF (100 FT min.)	Private Sewer Line Inspections (i.e. Liberty) Per LF \$ 0.54	x	Water & Sewer Combination Plan Review: \$540 per sheet	Stormwater Utility Services - Monthly Rate: \$2.75/EDU
Mass Grading - 5 - 20 Acres	\$0.06	Fee for the first 5 acres EA: \$1,000 Fee for each additional acre over 5 acres: \$245	Paving (On-site): \$0.51 SY	50% of G&D Permit cost	Permit Fee + 50% of inspection fee	x	x
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) Area < 100 SY	\$22	Base Permit Fee, Plus 50 : A/C Paving (Per Lift - Includes Striping) SY 0.45 : Concrete Paving SY 0.50	\$31.67 each (E.G., sidewalk ramps, residential driveways)	Pavement Replacement Per Sq. Yd. \$ 0.94	\$31.40	\$48 per 100 Square Yard or fraction thereof plus \$240 for City lab tests on all paving permits greater than \$500	x
Paving - Utility Adjustments (New & Existing in Street ROW)	\$30	\$60/each	Manholes/Water Valve Adjustment: \$57 each	\$29	Small Wireless Facility Base Use Fee - ROW Access \$50/year/pole		x
Sanitary Sewer - Main Line Pipe	\$1.50	\$1.10	\$1.25	\$1.66	\$150	Sewer Line Plan Review \$405 per sheet	x
Sanitary Sewer - Manhole	\$135	\$185	\$57.00 EA	Sewer Taps - cored Into Manhole Each \$ 176.00	\$150	Right-of-Way Construction - Small Plan Review: \$180/sheet	x
Sanitary Sewer - Sewer Tap	\$85	\$80	Wet Taps: \$443.60 EA	Sewer Taps - Into Mainline Pipe Each \$ 41.00	\$150		x
Streetlights - Streetlight	\$60	\$50 base + \$50/street light	\$47.21	\$44	First and Second Review \$360/plan sheet	x	x
Traffic Control Plan (TCP) Review/Inspection Fee	\$175	\$50 base + \$25/SY to be hauled	\$47.21	\$50	\$150	x	Civil Engineering Permit and Inspections - Annual Traffic Control Permit: \$750/Permit
Water - Water Main Line (300 LF to 1,000 LF)	\$2	Base Permit Fee, Plus 50 : Waterline LF 1.10	\$1.25	\$1.66	x	\$220 per 100 Linear Feet or fraction thereof	x

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
ENGINEERING							
Telecom- Boring Install Only (NEW)	\$0.75	City does not charge this specific fee	x	Dry Utility Boring (base fee) Dry Utility Boring (base fee) \$1.47 Per LF up to 5,280LF (1 mile) \$ 1.47	x	x	Right-Of-Way Facilities Fees Annual Use Fees Right-Of-Way Use Fee \$50.00 Per year x number of Small Wireless Facilities Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities \$100.00
Telecom-Handhole/Vault (NEW)	\$50	x	x	Meter vault: \$25 each	Manhole/Vault/Pedestals/ Cabinets/Access Points \$150/ea	x	
Traffic Control Plan High Volume Arterial Road Closure (NEW)	\$140	\$50 base + \$25/SY to be hauled	\$147	\$2,500/day	\$150	x	Civil Engineering Permit and Inspections - Annual Traffic Control Permit: \$750/Permit
Traffic Control Plan Nighttime High Volume Arterial And Collector Closure (7P-6A) (NEW)	\$75	\$50 base + \$25/SY to be hauled	\$88.53	\$500/day	x	x	
All Plan Reviews	\$375	Major Infrastructure Plan Review: 160/hr	\$358.88	\$338/sheet	First and Second Review \$360/plan sheet	\$405	\$380
Map of Dedication	\$360	\$2,000	City does not charge this specific fee	Map of dedication / Minor Land Division base fee Base Fee Plus Per Sheet \$ 732.00	\$1,200	\$1,350	\$750
Telecom-Plan Review (supplement with consultant)	\$375	Major Infrastructure Plan Review: 160/hr	\$358.88	\$338/sheet	First and Second Review \$360/plan sheet	\$405	\$380

Fire

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	\$100	License Inspections : Educational Facilities 340 : Daycare - Residential 270 : Daycare - Commercial 340 : Licensed Adult Care Facilities - Commercial 340 : Licensed Adult Care Facilities - Residential 270 : Outpatient Services 305	\$114.34	Initial and recheck business occupancy inspection - Suppression No charge	\$100	\$190 per hour, minimum \$190 (1-hour)	\$150
Fire Hydrants	\$50	\$60	\$94.42	\$157	Fire Hydrant Plan Review: \$360/plan sheet	Right-of-Way Construction - Small Plan Review: \$180/sheet	x
Mainline/Lateral Fire Hydrant Valve	\$40	\$30	\$57	Tap Sleeve & Valve Each \$ 153.00	Plan Review for Tenant Improvement Plans for Fire Protection \$50	x	x
Sprinkler Monitoring System	\$200	\$330	\$317.32	\$375	\$150	x	x
Fire Alarm, Detection & Notification System - Modification, Wireless Transmitter - New or Replacement or Radio Unit	\$200	\$305	\$317.32	Fire Alarm System -- Modifications/Replacements to Existing System: 1-5 devices Each \$ 100.00 Fire Alarm System -- Modifications/Replacements to Existing System: more than 5 devices Each \$ 150.00	\$75 for 1st \$500 + \$3.05/each additional \$100 or fraction thereof up to and including \$2,000	x	Remote Alarm Installation Fee 1 Of 2 \$100.00 Per Installation Fee 2 Of 2 \$150.00 Per Day
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	\$100	\$315	\$237.99	Automatic sprinkler systems -- Modifications/Replacements to Existing System: Each additional 100 heads or fraction thereof Each \$ 100.00		x	

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Fire Alarm, Detection & Notification System - New Installation under 5,000 sq.ft.	\$300	\$590	\$515.63 (Up to 10,000 SF)	Fire Alarm System -- New Installations: 1 - 1,000 square feet Each \$ 225.00 Fire Alarm System -- New Installations: 1,001 - 2,000 square feet Each \$ 300.00 Fire Alarm System -- New Installations: 2,001 - 10,000 square feet Each \$ 450.00	\$75 for 1st \$500 + \$3.05/each additional \$100 or fraction thereof up to and including \$2,000	x	Remote Alarm Installation Fee 1 Of 2 \$100.00 Per Installation Fee 2 Of 2 \$150.00 Per Day
Temporary Use - Consumer Fireworks Retail Sales - 30 Days	\$300	\$410	\$94.92	\$125	Temporary Use Permit \$500	x	90 day Firework Vendor-Store \$150.00 Per Inspection 90 day Firework Vendor- Tent \$350.00 Per Inspection
Temporary Use - Fireworks Display - Each Location	New Fee	Fireworks (0 to 30 Shells, per show - shell diameter less than 3 inches) 100 : Fireworks (31 Shells and up, per show) 250	\$158.63 per hr. standby fee (2 hr. min.)	\$300		x	x
Temporary Use - Pyrotechnics Display	\$250		\$952			x	\$300

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Plan Review Administrative Fee	\$50	Sprinkler Standard Plan Review 160	Initial review/structural: \$122.88 per hr. (2 hr. min.)	City does not charge this specific fee	x	\$225 – Administrative Fee and 1- inspection	65% of the Permit Fee
Fire Plan Review Fee	\$100		Standard plans: 75% of the permit fee (min. \$122.88)	35% of the fire permit fee. \$97 minimum Plan review fee	\$100	\$150 per hour, minimum \$900 (6- hours)	
Fire Plan Review Submittal Fee	\$200		Plan review application fee: \$47.23	\$145	x	160% of the permit fee based on the valuation of the work included in the submittal	
Annual Inspections (no charge) City Charter mandates all existing occupancies be inspected annually	x	License Inspections : Educational Facilities 340 : Daycare - Residential 270 : Daycare - Commercial 340 : Licensed Adult Care Facilities - Commercial 340 : Licensed Adult Care Facilities - Residential 270 : Outpatient Services 305	annual inspections: \$330.84	Commercial: \$100-125	\$100	x	\$150



Avondale Citywide User Fee Cost Recovery Policy

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Appendix C – Draft Cost Recovery Policy

Purpose

The City of Avondale provides a broad portfolio of services to its residents and customers with a defined core purpose of making lives better. This policy will further the City of Avondale's Strategic Outcome Area of Innovative Program and Service Delivery, specifically an efficient and responsive government.

Many of the services the city provides are to the community as a whole and are funded by taxes. Others are charged a fee to the individual or group directly benefiting from the service. The Government Finance Officers Association provides guidance regarding user fees, specifically:

"When certain services provided especially benefit a particular group, then governments should consider charges and fees on the direct recipients of those that receive benefits from such services. However, many governments provide subsidies to various users for policy reasons, including the ability of residents or businesses to pay. Well-designed charges and fees not only reduce the need for additional revenue sources, but promote service efficiency."

This policy lays out the considerations for fee setting and determining the level of cost recovery and tax support for a particular service for which there is a direct benefit to an individual or group.

Definitions

User Fee - a fee which is charged to an individual or group who will receive a particular benefit from the service, such as a development plan review. The purpose of the user fee is to recover some or all of the cost of providing the service. To set user fees the city must be able to identify the distinct customers benefiting from the service, the request for the service, and the cost (typically average cost) of providing the service. For example, the city charges a user fee for building plan review services. For this service, a customer requests a review, the customer will directly benefit from the review and a fee for the time spent performing the plan check can be calculated and charged .

Tax - taxes support services that benefit the community as a whole (i.e. public safety services, park maintenance, or emergency management services) and for which individual beneficiaries cannot be separated. Taxes support general government functions and services where the cost incurred is not directly associated with the amount of service received.



Avondale Citywide User Fee Cost Recovery Policy

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Mechanism for Recovery

Once a service is identified to be funded through user fees, a mechanism for cost identification and recovery should be determined. Fee structures can vary from department to department and even within individual departments. Traditionally, fees are collected as a fixed or flat amount, an hourly rate (potentially charged against a deposit), a percentage of improvement costs or an overall percentage of a program's cost. Each method of recovery has pros and cons and every city service should be independently analyzed to determine which method is best. Factors such as variance in service size and complexity (i.e. small and large plan reviews), desired level of recovery, market competitors, and ease of administration should be considered. The administration of a fee structure should not generate disproportionate costs compared to the revenue generated.

General User Fee Concepts

- Arizona Revised Statutes 9-499.15 governs fees generally and as best practice, revenues from fees should not exceed the reasonable cost of providing the service. This does not include licenses, penalties or fines which can be set at the city's discretion or are established by city code or state statute.
- Cost recovery goals should be based on the consideration of the total cost of delivering the service, including direct costs, department administration costs, and citywide support cost such as city administration, finance and budget, , information technology, human resources, legal services and building maintenance, among others. These citywide support costs are calculated and allocated in the *Citywide Central Services Cost Allocation Plan*. Including these costs in fee calculations is a crucial factor in full recovery. If these costs are not included, they are being subsidized by the city's General Fund.
- Fee structures should be sensitive to the city's current economic environment, competitive pricing for similar services (if applicable), as well as to smaller, infrequent users of the service.
- A comprehensive review of user fee services and the costs associated with these services should be undertaken on a regular schedule, generally every three to five years, with interim adjustments for changes using a simplified methodology to account for inflation, planned investment, or requirements for reserves. A consistent comprehensive review accounts for changes in service levels, emerging issues or changes regarding the provision of service, changes in a city or department's organizational structure, and changes in demand for services.

User Fees Cost Recovery



Avondale Citywide User Fee Cost Recovery Policy

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User Fee cost recovery is based upon the principle of considering who primarily benefits from the service and should influence who should pay for the service. Services that enhance the health, safety and livability of the community and are generally considered public goods should be supported by tax dollars. Programs and services that target specific individuals or user groups with limited to no community benefit should recover costs from user fees. User fees are an efficient and equitable way to recover costs associated with programs and services from those that directly benefit. In practice there are many services and programs that are a mix of community benefit and individual benefit that should recover some costs from the user and receive some taxpayer support. Cost recovery targets for programs/services are established using a five-tier methodology. Cost recovery is measured based on the total fully loaded cost of each service.

Total costs are identified through a comprehensive user fee study that identifies direct and indirect costs of providing the service. Through this comprehensive user fees study departments will identify the target cost recovery level according to the criteria and considerations detailed below.

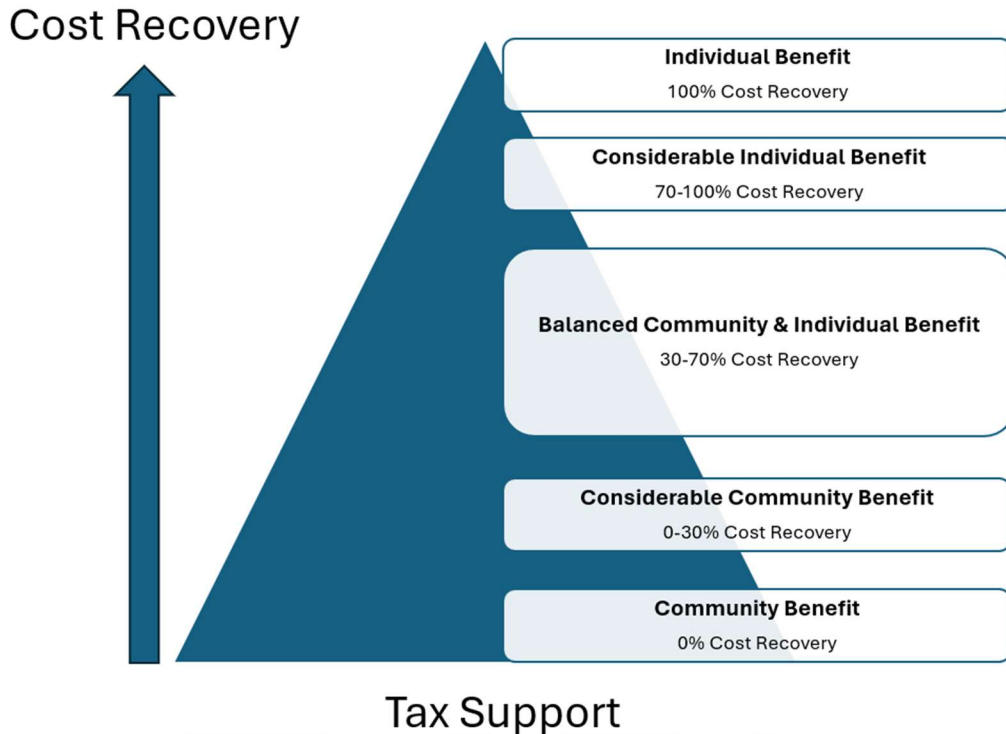
The cost recovery policy is based upon a concept of tiers that represent the spectrum from a service that fully provides community benefit or a public good to a service that has little to no community benefit and for which an individual or individual group benefits.



Avondale Citywide User Fee Cost Recovery Policy

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Figure 1: User Fee Cost Recovery Tiers



Other considerations of how to set the fee within a tier and the exact percentage of cost recovery per fee are the following:

1. Desire to avoid large price shocks, but rather to smooth increases over time.
2. Desire to be competitively priced if there are private sector alternatives or competitors.
3. Desire to be competitively priced when compared to neighboring communities for government services that support activities that are community priorities, for example, residential or commercial growth, and attracting primary employers.
4. Desire to limit the activity for other community benefit goals or objectives.
5. Impact to lower income and fixed income residents' ability to participate or consume the service.

The five tiers are comprised of the following:

Tier 1: Community Benefit

This category represents basic community needs and is what makes the city of Avondale a desirable and livable community and is focused on services that protect the health, safety and



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welfare of residents, workers and visitors. This tier is typically fully taxpayer funded or supported.

Community benefit programs and services include Police and Fire emergency response, transit services street maintenance and traffic operations, and neighborhood parks.

Tier 2: Considerable Community Benefit

This tier begins to capture services for which there is a mix of community benefit and individual benefit but those for which the values of the organization and community determine the community benefit is more significant in the assessment than the individual benefit. This tier therefore is largely taxpayer supported. The target cost recovery for this category is 0 to 30 percent.

Considerable community benefit areas represent an enhancement of basic services, emphasizing culture and community cohesion.

The following program and service areas are included in this tier: youth swimming lessons and city sponsored cultural events.

Tier 3: Balanced Community and Individual Benefit

This is the middle tier and has relatively equal amount of taxpayer support and user fee support. The target cost recovery for this category is 30 to 70 percent.

This tier is a balance between programs/services that are offered by the private sector and programs/services that are viewed as public amenities or conveniences. Balanced community and individual benefit areas include Historic Avondale redevelopment programs, senior and youth recreation programs.

The following programs and services are included in this tier: senior programming, aquatics center, youth sports.

Tier 4: Considerable Individual Benefit

This tier has a significant amount of user fee support. The target cost recovery for this category is 70 to 100 percent.

Programs/services in this category are also available in the private sector, therefore less taxpayer support is required. The level of cost recovery in this tier is influenced by the three additional criteria above, private and public sector competition, and desire to have smooth price increases over time and to avoid large price shocks.



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The following programs and services are included in this tier: specialized fitness programs.

Tier 5: Individual Benefit-

This tier of services is fully supported by user fees. The target cost recovery for this category is 100 percent (or greater if identified as a policy directive). Individual benefit areas include construction and development review permits, specific use permits, private rentals, private lessons, exclusive use services, products or merchandise. This tier also includes the services provided by the city's enterprise funds that operate like a business and are self-supporting.

The following programs and services are included in this tier: development review services, temporary use permits, water, sewer, solid waste, room rentals, and passport services..

Fee Listing

Category	Fee Name/ Description	Fee \$ Amount - Range	Tier/ % Goal	Authority	Date