City of Avondale

City Council Meeting

Monday, December 1, 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 | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant 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.

Amendment #1 - 11.25.2025 - Adding Item 2c. Proclamation - World AIDS Day

City Council Meeting
Notice & Agenda
Monday, December 1, 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. EMPLOYEE ANNOUNCEMENTS

The following Engineering Department employee will be introduced to City Council. This item is for discussion only.

- Eddie Black, Traffic Control Inspector

b. PROCLAMATION - HOMELESS PERSONS' REMEMBRANCE DAY

City Council will present a proclamation recognizing December 21, 2025 as Homeless Persons Remembrance Day. This item is for discussion only.

c. PROCLAMATION - WORLD AIDS DAY

City Council will present a Proclamation recognizing December 1, 2025 as World AIDS Day. This item is for discussion only.

d. RECOGNITION OF OUTGOING BOARD & COMMISSION MEMBERS

City Council will recognize the 2025 outgoing Board & Commission Members who have completed at least one full term (a minimum of three years of service). This item is for discussion only.

- Fabian Prado, Neighborhood and Family Services Commission
- Jan Graham, Municipal Art Committee
- Janet Beason, Parks, Recreation, and Libraries Advisory Board
- Larry White, Planning Commission
- Linda Warren, Risk Management & Worker's Compensation Board
- Stephanie Robinson, Correction Officers Retirement Pension Board
- Stephanie Rodriguez, Parks, Recreation, and Libraries Advisory Board

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 November 3, 2025 City Council meeting minutes. The Council will take appropriate action.

b. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - QUIKTRIP #1518

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Ryan Witner Anderson to sell beer and wine at QuikTrip #1518 located at 1590 N Avondale Blvd and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION (WAPA)

City Council will consider a request to authorize a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of a 16-inch underground waterline (facility) crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1075-1225 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK FOR SENIOR SERVICES

The City Council will consider a request to adopt Resolution 1075-1225, approving the Intergovernmental Agreement with the City of Litchfield Park for fiscal year 2025-2026 for Senior Services provided to Litchfield Park residents by the Avondale Senior Services Division in the amount of $12,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1076-1225 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR DETENTION SERVICES

City Council will consider a request to adopt Resolution 1076-1225, approving an Intergovernmental Agreement (IGA) with the City of Tolleson to continue using the Avondale Detention Center, located at 50 N. Eliseo C. Felix, Jr. Way, Avondale, for the processing and housing of City of Tolleson prisoners and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2044-1225 - ACQUISITION OF REAL PROPERTY LOCATED NORTH OF LOWER BUCKEYE ROAD AND EAST OF DYSART ROAD

City Council will consider a request to adopt Ordinance 2044-1225, authorizing the acquisition of fee or lesser interest of real property by purchase, dedication, or condemnation, for public use located north of Lower Buckeye Road and east of Dysart Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2045-1225 – ACCEPTANCE OF DONATION OF A PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS FROM TOLLESON UNION HIGH SCHOOL DISTRICT

City Council will consider a request to adopt Ordinance 2045-1225, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Tolleson Union High School District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2046-1225 - ADOPTING AMENDMENTS TO CHAPTER 4 OF THE CITY CODE, BUILDINGS AND BUILDING REGULATIONS, AND ADOPTING THE 2024 INTERNATIONAL CODE COUNCIL CODES WITH CITY OF AVONDALE 2024 BUILDING CODE AMENDMENTS, AND THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE

City Council will consider a request to adopt Ordinance 2046-1225, amending Chapter 4 of the City Code, Buildings and Building Regulations, and to adopt by reference the 2024 International Code Council (ICC) building codes, which include the following codes below, with City of Avondale 2024 Building Code Amendments, and adoption of the 2023 Edition of the National Electrical Code. These amendments reflect the incorporation of these codes, remove outdated language, and align administrative provisions with current best practices. Council action will authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Mechanical Code (IMC)
- 2024 International Plumbing Code (IPC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Property Maintenance Code (IPMC) (first-time adoption)
- 2024 International Pool and Spa Code (IPSC) (first-time adoption)
- 2023 Edition of the National Electrical Code (NEC)

5. REGULAR AGENDA

a. SPECIAL EVENTS UPDATE

City Council will receive an update from staff on special events held to date this fiscal year, including attendance figures, collected survey data, and other key metrics. Staff will also provide an overview of the remaining special events scheduled for the rest of the fiscal year. This item is for discussion only.

b. AQUATIC CENTER UPDATE

City Council will receive a comprehensive overview of the recent Aquatic Center operations, including programming highlights, attendance data, and key performance indicators. This item is for discussion only.

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

(5 minutes)

7. ADJOURNMENT

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Homeless Persons' Remembrance Day

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Christopher Lopez, Director of Neighborhood and Family Services

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:
City Council will present a proclamation recognizing December 21, 2025 as Homeless Persons Remembrance Day. This item is for discussion only.

BACKGROUND:
Homeless Persons' Remembrance Day is a national observance held each year on or near December 21, the winter solstice and longest night, to honor people who died while experiencing homelessness. It was first commemorated in 1990 and is promoted nationally by the National Coalition for the Homeless in collaboration with the National Health Care for the Homeless Council and the National Consumer Advisory Board. Communities typically mark the day with vigils, moments of silence, and the public reading of names. National organizers also encourage cities to issue proclamations recognizing the day and renewing commitment to solutions.

DISCUSSION:

BUDGET IMPACT:
There is no budget impact for this item

RECOMMENDATION:
This item is for presentation only.

Contact person for document distribution: *Brian Planty*

Avondale

PROCLAMATION

HOMELESS PERSONS' REMEMBRANCE DAY

Whereas, Homeless Persons' Remembrance Day is observed annually on December 21, the first day of winter and the longest night of the year, to remember people who died while experiencing homelessness; and

Whereas, every life has inherent dignity and the City of Avondale affirms that the loss of any person to the dangers of homelessness is a loss to our whole community; and

Whereas, the City of Avondale recognizes the tireless work of local partners, including Phoenix Rescue Mission and the City's SONAR outreach team, along with regional service providers, faith communities, healthcare organizations, and volunteers who serve people experiencing homelessness with compassion and skill; and

Whereas, remembering those who have died while unhoused deepens our commitment to solutions that prevent homelessness, reduce its harms, and make episodes rare, brief, and nonrecurring through coordinated street outreach, emergency shelter, supportive services, and housing; and

Whereas, the City encourages residents to join community partners in appropriate remembrances, including moments of silence and the reading of names, and to support efforts that save lives and connect people to safe, stable housing.

Whereas, a community remembrance service will be held in Avondale at Avondale Baptist Church on December 21, 2025, providing residents an opportunity to honor people who died while experiencing homelessness.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims Homeless Persons' Remembrance Day.

Proclaimed this 1st day of December 2025.

_____ Attest: _____

Mayor City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - World AIDS Day

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Senior Management Analyst

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will present a Proclamation recognizing December 1, 2025 as World AIDS Day. This item is for discussion only.

BACKGROUND:
World AIDS Day, established in 1988, is the first-ever global health day dedicated to raising awareness about HIV and honoring those affected by the epidemic. Each year on December 1, communities around the world unite to support people living with HIV, remember those lost, and recommit to prevention, education, and equitable access to care.

DISCUSSION:
This item is for discussion only.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Aneyssa Romo*

Avondale

PROCLAMATION

WORLD AIDS DAY 2025

WHEREAS, World AIDS Day, observed annually on December 1, unites people across the globe in a shared commitment to end the HIV epidemic, honor the resilience of those living with HIV, and remember with compassion those whose lives were lost to AIDS-related illnesses; and

WHEREAS, since the first cases emerged more than four decades ago, HIV/AIDS has profoundly affected individuals, families, and communities nationwide and across the world, leaving a lasting social, emotional, and public health impact; and

WHEREAS, remarkable progress in prevention, testing, treatment, and education has transformed the landscape of HIV care, demonstrating that early diagnosis and sustained access to medical support empower individuals living with HIV to lead long, healthy, and fulfilling lives; and

WHEREAS, continued advancements in public health, coupled with strong community partnerships and education efforts, are empowering individuals with the knowledge, resources, and support needed to prevent HIV transmission and improve overall health outcomes; and

WHEREAS, the City of Avondale reaffirms its commitment to promoting health equity, compassion, and awareness, and encourages all residents to learn about HIV prevention, stand in solidarity with those living with HIV, and work collectively to eliminate stigma in all its forms; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims December 1, 2025 as World AIDS Day and encourages all residents to observe this day as a time for reflection, education, and renewed commitment to ending the HIV epidemic through community collaboration, public health advocacy, and unwavering support for those affected.

Proclaimed this 1st day of December 2025.

_____ Attest: _____

Mayor City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.d.

SUBJECT: Recognition of Outgoing Board & Commission Members

MEETING DATE: 12/1/2025

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:
City Council will recognize the 2025 outgoing Board & Commission Members who have completed at least one full term (a minimum of three years of service). This item is for discussion only.

- Fabian Prado, Neighborhood and Family Services Commission
- Jan Graham, Municipal Art Committee
- Janet Beason, Parks, Recreation, and Libraries Advisory Board
- Larry White, Planning Commission
- Linda Warren, Risk Management & Worker's Compensation Board
- Stephanie Robinson, Correction Officers Retirement Pension Board
- Stephanie Rodriguez, Parks, Recreation, and Libraries Advisory Board

BACKGROUND:
Avondale's Boards and Commissions provide input to the Mayor, City Council, City Manager and city departments on a variety of issues affecting the city. All residents are welcome to participate in this important process. Avondale currently has 14 Boards & Commissions

DISCUSSION:
The following members have reached the end of their terms and are being recognized for completing at least one full term (a minimum of three years of service).

- Fabian Prado, Neighborhood and Family Services Commission
- Linda Warren, Risk Management & Worker's Compensation Board

- Janet Beason, Parks, Recreation, and Libraries Advisory Board
- Jan Graham, Municipal Art Committee
- Stephanie Robinson, Correction Officers Retirement Pension Board
- Stephanie Rodriguez, Parks, Recreation & Libraries Advisory Board
- Larry White, Planning Commission

BUDGET IMPACT:
n/a

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 12/1/2025

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:
City Council will consider a request to approve the November 3, 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 November 3, 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
November 03, 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 5:31 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.

*Councilmember Tina Conde attended the meeting virtually.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 25 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. 2025 CITIZEN POLICE ACADEMY

The Avondale Police Department presented the following 2025 Citizen Police Academy graduates to the City Council. This item was for discussion only.

Alyssa Maria Mullins
Amanda Duncan-Billiman
Brenda Gonzalez Lopez
Crystal Gonzalez Lopez
Dan Schuh
Dolores Pujol
Glenda Chagolla
Guadalupe Garcia
Ivette Hernandez Ibarra
Jacquelyn Barreto Nunez
Joshua Roy Coghill
Kristopher Davey
Marvin Counts
Matthew Richard Cannon
Tresha Michele Burns
Von Ryan Burns
Xiomy Perez Romero

3. UNSCHEDULED PUBLIC APPEARANCES

None.

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Councilmembers may pull items from consent if they would like them to be 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 October 6, 2025 City Council meeting minutes.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - AZ PIZZA CO AVONDALE

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Brandi Elaine Mostofo for the sale of alcohol at AZ Pizza Co Avondale located at 9915 West McDowell Road #107 in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - OX KOREAN BBQ

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Guohui Chen for the sale of alcohol at OX Korean BBQ located at 10105 West McDowell Road #101 in Avondale and authorized the City Clerk to execute the necessary documents.

d. RESOLUTION 1066-1125 - EMERGENCY OPERATIONS PLAN (EOP)

City Council a) adopted Resolution 1066-1125, approving the updated Emergency Operations Plan (EOP) for the City of Avondale; b) authorized the Emergency Management Team to make changes when necessary and appropriate; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1067-1125 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF AVONDALE FOR THE CONNECTED VEHICLE ACCELERATION ZONE

City Council adopted Resolution 1067-1125, approving an Intergovernmental Agreement (IGA) with Maricopa County to provide in-kind services valued up to one hundred thousand dollars ($100,000) in support of the Maricopa County Department of Transportation (MCDOT) Saving Lives with Connectivity: Accelerating Vehicle-to-Everything (V2X) Deployment Program and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The purpose of the IGA is to advance roadway safety and innovation through connected vehicle technology by fostering collaboration between the City of Avondale and Maricopa County.

f. ORDINANCE 2037-1125 - AUTHORIZATION FOR REAL ESTATE PURCHASES OF TWO PARCELS FOR WATER SYSTEM IMPROVEMENTS

City Council adopted Ordinance 2037-1125, authorizing the acquisition of a portion of real properties for water system use as a water treatment site and authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

g. ORDINANCE 2038-1125 - ABANDONMENT OF 127TH AVENUE RIGHT-OF-WAY

City Council adopted Ordinance 2038-1125, authorizing the abandonment of 127th Avenue right-of-way generally located north of Alamar Boulevard and west of El Mirage Road and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. AGUA FRIA PEDESTRIAN BRIDGE AESTHETIC AND PROPOSED COST

City Council received an update from staff regarding the design of the proposed Agua Fria Pedestrian Bridge. This item was for discussion and feedback only.

Kim Moon, Engineering Director, delivered an overview of the Aqua Fria Multi-use Path Trail Pedestrian Bicycle Bridge Project, including an analysis of various design alternatives and associated cost factors. Upon completion of the presentation, City Council is requested to offer input and guidance on the selection of the final design.

This dedicated pedestrian and cyclist bridge is a vital link in the City's multi-use path system along the Agua Fria Trail. It connects the existing trail north of I-10 to the southwestern edge of Friendship Park, spanning ADOT's I-10 drainage channel. Currently, pedestrians and cyclists must navigate busy arterial roads—McDowell Road, Dysart Road, and Avondale Boulevard—posing safety concerns and limiting accessibility.

The new bridge provides a secure, vehicle-free crossing that enhances connectivity, reduces traffic conflicts, and encourages active transportation. Construction features

include an elevated structure with lighting, optional artistic elements, and provisions for communication conduit integration if needed.

The evaluation focused on three primary materials: weathered steel, wood, and concrete. Ms. Moon provided a detailed overview of each material in terms of span length, maintenance requirements, costs, and performance within the local environmental context. Upon review, weathered steel was identified as the most economical and durable solution based on overall cost, performance metrics, and maintenance demands.

Compliance with County and ADOT regulations including limits on allowable disturbance within the channel dictates that the minimum permitted bridge height is 13 feet 6 inches. The planned bridge alignment will connect directly to existing sidewalks rather than the levee, which primarily functions as flood protection for the park area. This configuration will facilitate a safe and efficient linkage for users. The preliminary design shows north and south ramp connections on either side of the proposed bridge. The south side will connect to existing multi-use path previously built under I-10.

There are three types of weathered steel bridge designs: H Truss, Tied Arch, and Bowstring. While all three options offer strong structural performance, key distinctions lie in their visual appearance, fabrication complexity, and overall cost. Each design presents a distinct aesthetic aligned with its respective budget implications. Ms. Moon delivered a comprehensive overview of each option, providing detailed budget projections and illustrative graphics.

A grade crossing is considered as an alternative to a bridge for the Aqua Fria Trail until a future bridge installation. Previous funding can be used, and a design concept exists. ADOT and Maricopa County Flood Control require further review. This option offers a concrete, ADA-accessible path without standard amenities, lighting, or furnishings. It will need a gate for flood events and regular maintenance for sediment removal and repairs. While the project budget is low, ongoing maintenance costs are higher than other trail sections.

Ms. Moon reported that $456,000 is set aside for bridge design, while the $6.5 million construction estimate is still unfunded. Up to $8 million in bond funding is proposed for construction. Final design and permitting will proceed once funding is secured.

Mayor and councilmembers were given an opportunity to comment and/or ask questions.

- Councilmember Solorio expressed her preference for the H Truss design, citing its cost-effectiveness and low maintenance, while also noting an appreciation for the Tied Arch option due to its height and visual appeal.
- Councilmember Weise commented that while $2 million is preferable to $7 million, she supports the H Truss primarily because it is the most affordable choice, offers

lighting and safety, and will be used regularly—unlike other options that lack lighting and require ongoing upkeep.

- Vice Mayor Nielson asked about the expected lifespan of weathered steel. Ms. Moon responded that with proper rust protection, it is very durable and offered to provide further details if needed.
- He also inquired about the number of people likely to use the bridge daily. Mr. Corbin explained that the bridge aims to connect parks as prioritized by the Council, specifically linking Festival Fields to Friendship Park, expecting increased usage after completion. Mr. Larriva, Parks and Recreation Director, added that currently 50–60 individuals use the trail network each week, and once connected, the area could host races or regional events, potentially attract visitors and boost the local economy.
- Vice Mayor Nielson shared his preference for the Tied Arch because of its aesthetic flow.
- Councilmember Conde stated she opposes the grade crossing due to water and maintenance issues, favoring the H Truss with the Tied Arch as her second choice.
- Councilmember White referenced insights from the Portland Oregon Impact Transit Conference, especially the cable design of the Intransit Bridge Tilikum Crossing. She prefers the Tied Arch and suggests incorporating dynamic lighting like that on Tilikum Crossing.
- Mayor Pineda indicated he is comfortable with an at-grade crossing, since it's less expensive; he mentioned that if a bond passes, a bridge could be built later but anticipated additional budget discussions.
- Councilmember Garcia added that she does not support spending $8 million on a bridge and considers an at-grade crossing sufficient.

b. SPEED SAFETY CAMERA PROGRAM

City Council considered a request to terminate the Professional Services Agreement with American Traffic Solutions, Inc. DBA Verra Mobility, terminating the Police Department's Speed Safety Camera Program effective June 30, 2026, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Police Chief Memo Espinoza introduced Police Lieutenant Justin Iwen, who presented data evaluating the effectiveness of the Speed Safety Camera (SSC) Program, as previously requested by City Council. Lieutenant Iwen outlined both program outcomes and the department's recommendations.

The SSC Program's primary objective was to reduce incidents of speeding and promote safer driving behavior within the City of Avondale. An initial presentation on the program was delivered to City Council on September 8, 2025. Two speed safety cameras were installed in covert units to collect accident and speed data during pre-deployment, active deployment, and post-deployment periods. Evaluation took place

at three locations: Van Buren Street, 107th Avenue/Dysart Road, and Avondale Boulevard, spanning from August 1, 2024, to July 31, 2025.

Data collection focused on citation counts, distinguishing between residents and non-residents. On Dysart Road, where the posted speed limit is 45 mph and citations are issued to drivers exceeding the limit by 11 mph or more, the average recorded speed was 59 mph. During the study period, 12,127 citations were issued at this location—2,174 to residents and 9,953 to non-residents. Citywide from October 1, 2024, through September 30, 2025, a total of 1,240,979 citations and warnings were issued, averaging 185 per month.

The program's annual expenses average $209,482. Staff includes two full-time employees, and with approval two additional positions will be filled, resulting in a proposed total personnel cost of $352,000. The FY2026 budget impact is projected at $561,482, excluding costs associated with outsourcing overflow work. Revenue generated totals $743,665.19, including $391,000 from court collections, $40,000 in court enhancement fees, $287,000 from defensive driving school diversion fees, and an additional $25,000 in court enhancement fees.

To further enhance speed safety, the Avondale Police Department recommends prioritizing the recruitment of eight traffic officers for increased visibility and strategic enforcement. The department also advocates utilizing speed trailers and covert boxes for targeted data collection and strategic traffic enforcement, increasing lidar and radar units that allow response to saturation areas, and recognizing not every traffic stop results in a citation and the value of officer-resident interactions.

Additional strategies include launching a citywide Speed Safety Campaign through videos, social media, and message boards using slogans that emphasize speeding is not permitted in Avondale; collaborating with local partners to deliver unified messaging to residents; conducting additional West Valley Speed Enforcement Task Force operations; collaborating with engineering to implement roadway designs that naturally calm traffic using Safe Streets and Roads for All Grant resources; and continuing to leverage intersection traffic cameras and the Flock camera system for enhanced enforcement and driver accountability.

Based on program data, cost analyses, and staffing evaluations, the Police Department recommends terminating the contract with Verra Mobility and removing the Speed Safety Cameras as of December 31, 2025, with full program cancellation effective June 30, 2026. This six-month transition will allow existing citation queues to be resolved. The estimated cost of program termination is $107,000.

Mayor and councilmembers were given an opportunity to comment and/or ask questions.

- Councilmember Weise stated based on the inability to move the cameras and the decrease on Dysart Road was unsustainable indicates the program did not do what we wanted it to do, and I am in support of your motion.
- Councilmember White spoke about a concern of impact on the City's credit rating if the contract is terminated. Despite the program costs there was a net gain and behaviors were changed. She cautioned stakeholders in making decisions that could contradict the public safety goals, especially when asking voters to support safety related bonds. Expressed enthusiasm for the TraCS and ongoing grant applications, while highlighting partnership with national organizations and federal funding efforts to improve safety in Avondale. She opposes terminating the SCC contract and encourages consideration of long-term implications and public perception, while maintaining credibility and honoring commitments tied to public safety funding.
- Councilmember Garcia stated she was against the SCC program from the beginning and is glad there is a plan to move forward.
- Mayor Pineda commented on the initial reaction of residents who disliked the cameras, but he stood behind them for safety, and these cameras were successful. However, aside from the two cameras that are only capturing two data points on two streets there are other efforts that can be applied to satisfy the commitment to safety. I support the recommendation to add these additional resources including campaigns to reduce and hopefully eliminate speed as a factor in this community.
- Councilmember Conde the goal was to change behavior which appears to have been accomplished temporarily. I feel the new speed safety strategies are more beneficial and a great way to let people know that we are serious
- Councilmember White clarified the statistics for residents and non-residents is five to one, with only eighteen percent of the citations going to Avondale residents. Thank you to our residents for exhibiting safe behaviors.
- Councilmember Solorio stated when it comes to enforcement, we can say it, but we need to do it for our people. About the Safer Streets Grant, a large portion of the 2025 standards are to have counter measures and without the Speed Safety Cameras we may lose the grant.
- Councilmember White recognized the current administration and Secretary Sean Duffy for the Safe Streets for All Grant. Further stating the City should show appreciation by using the funds provided. In addition, clarified the National Transportation Infrastructure Services has a research grant and this is data that should be collected through the contract period.
- Councilmember Weise inquired if terminating the Verra Mobility contract will affect the Safer Streets for All Grant funding. Mr. Corbin advised they have a comprehensive safety plan and believe they will be able to keep the grant.

Councilmember Garcia moved to terminate the Professional Services Agreement with American Traffic Solutions, Inc. DBA Verra Mobility, terminating the Police Department's Speed Safety Camera Program effective June 30, 2026, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Vice Mayor Nielson seconded the motion.

Upon vote, the motion was carried 5 to 2.

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

c. COUNCIL BUDGET DISCUSSION

City staff presented an update on the City's financials and seek the Council's feedback on the Fiscal Year 2026 budget.

Renee Weatherless, Finance and Budget Director, explained that tonight's FY 2027 Budget discussion would cover revenue projections, key assumptions made in the planning process, and several major topics. These include updates on the Capital Improvement Plan (CIP), fiscal outlook, property tax levy and rates, financing strategies, personnel details such as FTE counts, and anticipated compensation adjustments for the coming year. The session will conclude with a review of Council priorities and an invitation for feedback on some underlying assumptions shaping the FY27 budget.

James Milanes, City Projects Administrator, provided an update on CIP initiatives for Fiscal Years 2026 and 2027. Since July 1, 2025, several projects have been completed: Fire Station #171 (except for demolishing the old structure), the K-9 Training Facility, Police Communications Bureau Remodel, and Old Town Phase III. Additional projects are slated to finish by December 30, 2025, including Amphitheater Shade Sails, Base & Meridian Restoration, Civic Center Park, enhancements at Friendship Park (such as new pickleball courts and an updated dog park), and pedestrian and café lighting along Western Avenue. Projects set to commence soon and be finished by June 30, 2026, include Bridge Housing for transitional family support, Central and Western Intersection Improvements (timed post-July to minimize school disruption), remodeling Dessie Lorenz Park into a community garden for low-maintenance gardening education, and construction of a new Fire Training Center to replace the fire tower. Looking ahead to FY27, planned completions include Donatela Park, dredging Crystal Gardens Lake, Old Town Phases IV–VI, developing Old Town Plaza, renovating softball fields at Friendship Park, and installing a signal at Thomas Road and 111th Avenue.

As in previous years, the city faces numerous project demands amid limited resources. The City Council's task is to establish clear priorities. The "maintain budget" goal has been dropped from the formal list since it is universally recognized as essential, and both Mr. Corbin and Ms. Weathers are committed to presenting a

balanced budget despite various conflicting needs. Notably, there are more unfunded projects in this cycle than in past years.

When considering unfunded projects, two approaches are discussed: rather than seeking full funding initially, a prudent estimate treats some future costs as unfunded while preliminary studies and designs are funded to provide accurate information for Council decisions. Some projects are conceptually designated as unfunded, especially those that may require financing at uncertain future dates. The preference is to secure financing only when required to avoid premature debt service costs. The Council will address which unfunded projects might advance to funded status and discuss appropriate timing for assuming any related debt.

Mr. Milanes reviewed projects that are unfunded within General Government, Parks, Public Safety, Transportation, and Water / Sewer. In addition, new projects that were not in previous years budgets for the BLVD, General Government, Parks, and Transportation were reviewed. A final review of the priorities included an explanation of how they are being met.

Mayor and councilmembers were given an opportunity to provide feedback on their priorities and the overall presentation.

- Councilmember Weise noted her top priorities as water conservation and expanding the Advocacy Center.
- Councilmember Solorio stated she would give up a bridge for public safety and water conservation.
- Councilmember White stated the top three priorities have not changed for her. She would like to see a canopy at the Mosque or not have them working outside. If public safety becomes the top priority, it must be made a priority. Water conservation needs to be expanded to provide clean water, or it becomes a safety concern. Enhancing the trail system also provides residents with another way to get to work. It is also important to acknowledge the economy is slowing down.
- Councilmember Garcia noted public safety is her top priority, along with clean water, improved streets, and veterans housing as well as the Advocacy Center.
- Vice Mayor Nielson asked for the information to be put into a timeline for the Council to make a better decision, knowing what can wait a year versus what must be done now. Mr. Corin explained the budget will be presented in that format because Council must approve at five-year CIP plan.
- Mayor Pineda noted his priorities are Parks and Rec as well as public safety which are covered by the bond if it passes. The third priority is economic development that requires an investment but also provides revenues.
- Councilmember Conde stated anything that maintains the health and safety of Avondale Residents, such as public safety, veterans housing, the Advocacy Center, and clean water.
- In response to Councilmember Weise's inquiry a staff member advised the substation at Cashion is used regularly.

Mr. Corbin explained the information obtained at this meeting will be used to reconfigure and prioritize the projects once funding is determined. A future presentation will be done in the Spring as actual numbers for 2027 become available. Further, they are working on a plaque on Western Avenue for a former Representative to recognize him for getting us grants.

Renee Weatherless, Finance and Budget Director presented and discussed the financial forecast that includes property tax levy and rate, personnel, and financing options. There are no anticipated changes to the structure of the sales tax or state shared revenue. The anticipated compensation increases for COLA and merit along with the overall three percent inflation was included on the expense side.

Looking at ongoing revenues and expenses, the City has decreasing revnues due to the loss of the Residential Rental Tax and an upcoming revenue reduction in state shared revenues with the incorporation of San Tan Valley. For one-time expenses the assumption is made that all capital projects budgeted in the current year get completed; however, many get carried forward. Reviewing the General Fund balance is above the 35% stabilization and capital reserves. There is $5 million set aside for capital projects.

A detailed review was provided for what is included in the General Fund Forecast, such as the annual two percent property tax levy increase. As well as what is not included, the Capital contingency if $5 million is reduced to $1.5 million in future year forecast. As well as anything that is a onetime supplemental, a new ask, or a new capital project. In FY26, $5.7 million was expended on onetime supplementals

Sales tax is the largest revenue resource in the City. With the loss of residential rental tax, the top four sales tax categories are retail, auto dealers, restaurants and bars, and contracting. Overall, sales tax has been running at an average of four percent over budget for the first three months. Other projected revenues come from public safety sales tax was voter approved at one half cent and funds ongoing costs including public safety salaries. Dedicated sales tax is also voter approved at one half cent and funds water, sewer, streets, and transportation projects. Highway User Revenue Fund (HERF) has a balance of $5.8 million.

An overview of the water, sewer, and solid waste projected fund balances was provided. The water forecasted balance meets future reserves includes a $63 million bond assumption made up of $18 million PFAS and $45 million other water projects. There will be a future presentation before Council prior to issuing the revenue bonds for water. The reclamation project was included in the sewer projections and includes an issuance of $145 million with repayment from impact fees and a portion of the rates. Solid waste is set to maintain the minimum reserve balance.

Property taxes are made up of two parts, the primary property tax and ongoing revenue that goes into the General Fund and used for operational costs. Next is the Secondary Property Tax revenue that goes to repay bond principal and interest of the general obligation bonds approved by the voters.

Ms. Weatherless discussed the allowable two percent increase to the tax levy starting with an overview of what was approved for the FY26 budget. The discussion included an example of how the tax is calculated on a median home with a market price of $405,000, a net value of $160,000, resulting in a tax rate of $1.90 for every $100 of net assessed valuation. It is important for Council to understand the future impact of not increasing the levy. The compounded impact for five years is $1.4 million of reduced revenue that is used to cover salaries and operating expenses.

Financing options depending on the election outcomes, include proposition 404 for $68 million to be used for Parks, Recreation, and libraries. Along with proposition 405 for $55 million to be used for public safety. There are current CIP projects that were funded on the assumption debt would be issued, these include the water reclamation facility expansion, PFAS, Bartlett Dam, and the remainder of the Alamar Fire Station.

Revenue Opportunities moving forward late fees were implemented for utility bills, which generated over $100,000 in revenue. There is a proposal for credit card convenience fees to be implemented. There will be no fees for an ACH transaction. Additional revenue options include development services by updating the building code updating valuation tables from the 2012 table currently used. Proposed changes to fees and charges will be brought to Council later in the summer.

From 2023 to 2026 FTE have grown by eight percent, vacancies decreased by four percent which affects vacancy savings, which are funds used to pay unanticipated things. Vacancy savings in FY23 were $8.3 million to an estimated $2 million for FY26. The FY26 employee compensation plan as outlined takes effect on June 22, 2026, in addition to the midyear increases approved at the last meeting. There is a pending Fire MOU in negotiations. Based on market trends there is a potential double digit increase in insurance premiums in FY27 which will be included in the draft brought before Council in March.

Ms. Weatherless sought Councils feedback on priorities being economic development, parks and recreation, public safety, connected communities, services, and personnel.

- Mayor Pineda stated he holds firm to these priorities.

- Councilmember White commented on the credit card fees and encouraged charging a fee for ACH transactions as well. In response to Councilmember White's inquiries, Ms. Weatherless clarified the General Fund does not include any bond proceeds; however, if the bond is approved the City will be capable of paying the debt back. The $3.5 million was from last year and they are projecting $2 million in vacancy savings for FY26. The $3.5 million was rolled into the balances within the General Fund forecast and the monies are already spoken for. To cover the midyear salary increases vacancy savings and contingency funds, meaning the $2 million in projected savings would be utilized.

- Councilmember White stated the best opportunity for Avondale to make money is to encourage people to buy in Avondale.

Ms. Weatherless continued the presentation discussing the property tax rate and levy that includes the two percent increase to revenue. Direction is sought as the FY27 forecast and budget are built. The credit card fees we previously discussed along with the annual fees and charges, and these will be brought back for consideration. The issuance of debt will come back to Council this year, but not too soon that we are paying more interest than needed. The opportunity to purchase land for $3.5 million using contingency funds bears the question of what to do next, rebuild the contingency fund to $5 million or move forward with $1.5 million until the economy improves. Lastly, feedback is requested on assessing the medical insurance premiums.

Mayor and Councilmembers were given an opportunity to provide feedback.

- Councilmember Weise inquired if the number of residents paying their water bill late is new or ongoing. Ms. Weatherless advised it has been ongoing. Councilmember Weise noted she would like to see a free option for people to pay their bill but agrees with the credit card fee. How much vacation time is bought back each year. Ms. Weatherless explained it is an expenditure that is not put in the budget because it typically utilizes vacancy savings. The amount paid out per year ranges from $300,000 to $500,000. Councilmember Weise stated she agrees with the tax levy.
- Councilmember Solorio stated she would like to see an electronic transfer option to pay the water bill. She does not want a property tax because we have reached a point where the burden is being put on the people who live here.
- Councilmember Garcia voted no on the property tax, is okay with the late fee, and credit card fees although a free option would be great.
- Councilmember White suggested having someone pay in person become the free option.
- Councilmember Conde stated she is okay with the annual credit card fees and late payments but on the fence with the property tax levy.
- In response to Councilmember Solorio's inquiries, Ms. Weatherless advised they to send out the total amount paid for vacation buy back over the past year. She will look back to when the new water billing system was initiated to determine if late payment issues increased or stayed the same.
- Vice Mayor Nielson suggested coming to an agreement on five of the six priorities and working on the final one to come up with an agreement.
- Mayor Pineda agreed it would make the process easier knowing the team was consistent in five areas and provide an overview of both scenarios for the final priority.
- Ms. Weatherless noted there is an opportunity to come back in March and present a draft budget.
- Mayor Pineda stated he is okay with the credit card fees. Further expounding on the importance of economic development in the generation of sales tax and revenues. He inquired when the data centers will come online. Mr. Corbin believes

it will be late FY2027 before they come online and it will be FY2028 or 2029 before a difference is seen.

- Mayor Pineda commented on the pressures the Council faces and the serious decisions that must be made.

This item was for discussion and feedback only.

d. MID-YEAR PUBLIC SAFETY SALARY ADJUSTMENTS - RECONSIDERATION

Councilmember White moved to reconsider the City Council action from the October 20, 2025, meeting approving item 5.d. Mid-year Public Safety Salary Adjustments; Councilmember Solorio seconded the motion.

Upon vote, the motion failed 3 to 4.

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

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

- Mayor Pineda spoke of his attendance at the NASCAR Cup Series Championship race at the Phoenix Raceway on November 2, 2025. Along with his attendance at the Hispanic Celebration started by Judge Pep Guzman to recognize outstanding community leaders who promote Hispanic culture in the community.

- Councilmember White spoke of her attendance at the Impact Conference in Portland, Oregon. Along with her attendance NASCAR Cup Series Championship race at Phoenix Raceway on November 2, 2025. She also had the opportunity to meet Joel Koester, Executive Director, for Visit Phoenix.

- Councilmember Weise spoke of her attendance at the Dia De Los Muertos Festival in Goodyear.

- Mayor Pineda thanked those who attended the Halloween Celebration, noting he waws unable to attend as he was at the Aqua Fria Union High Schools fundraiser for Hilltop School of the Arts.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat.

§ 38-431.03 (A)(3); (A)(4); (A)(7) for discussion with designated representatives of the public body to consider its position and instruct its representatives and for discussion or consultation with the City's Attorney for legal advice and to instruct the City's Attorney regarding negotiations for the lease and sale of real property located in THE BLVD and negotiations for an Economic Development Agreement with WEB Avondale Investments, LLC for a proposed full service Embassy Suites Hotel located in THE BLVD.; 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 8:35 p.m.

_____
Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 3rd day of November 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

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - QuikTrip #1518

MEETING DATE: 12/1/2025

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: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Ryan Witner Anderson to sell beer and wine at QuikTrip #1518 located at 1590 N Avondale Blvd and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
QuikTrip #1518 is a new establishment to be located at 1590 N Avondale Blvd. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

The business does not have an active business license; however, they have been in contact with staff and the applicant has acknowledged the requirement.

BUDGET IMPACT:
The liquor license application fee of $250 has been paid.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Ryan Witner Anderson to sell beer and wine at QuikTrip #1518 located at 1590 N Avondale Blvd.

Contact person for document distribution: *Emily Soria*

State of Arizona
Department of Liquor Licenses and Control

Created 10/07/2025 @ 08:52:02 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUIKTRIP #1518		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
* Location:	1590 N AVONDALE BOULEVARD AVONDALE, AZ 85393 USA		
Mailing Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA		
Phone:	(602)234-8763		
Alt. Phone:			
Email:	BCLIQUOR@BCATTORNEYS.COM		

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(602)234-8763
Alt. Phone:	(602)274-7611
Email:	BCLIQUOR@BCATTORNEYS.COM

OWNER

AMENDMENT

#361332

QuikTrip #1518

Anderson, Ryan

Name: QUIKTRIP CORPORATION
Contact Name: RYAN WITNER ANDERSON
Type: CORPORATION
AZ CC File Number: F08755030 State of Incorporation: OK
Incorporation Date: 05/14/1999
Correspondence Address: PO BOX 2927
TULSA, OK 74101
USA
Phone: (602)234-8763
Alt. Phone: (602)274-7611
Email: BCLIQUOR@BCATTORNEYS.COM, SGONZALES@GAMLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
CADIEUX FAMILY HOLDINGS LLC	Stockholder	70.78

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2927
TULSA, OK 74101
USA
Phone: (480)921-2800
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: (918)615-7700
Alt. Phone:
Email:

MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6325
Alt. Phone:
Email: JROBINSO@QUIKTRIP.COM

****

Name:	CHRISTOPHER MICHAEL CARLSON
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(480)446-6335
Alt. Phone:	
Email:	BCLIQUOR@BCATTORNEYS.COM

APPLICATION INFORMATION

Application Number:	361332
Application Type:	New Application
Created Date:	09/17/2025

QUESTIONS & ANSWERS

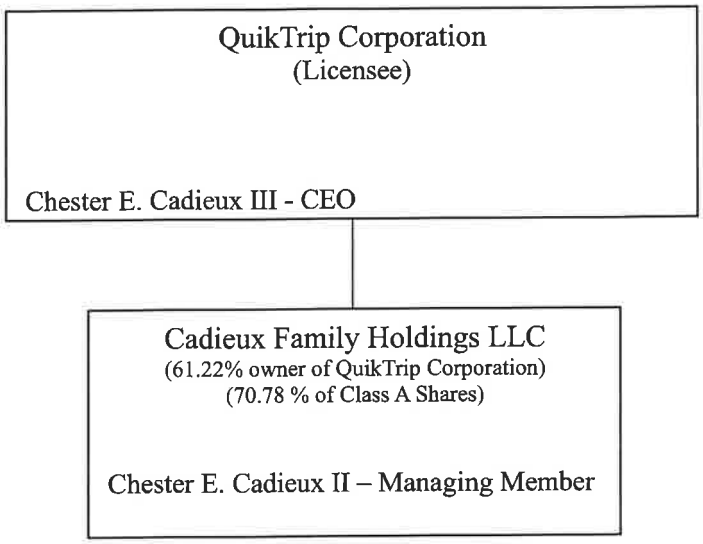
010 Beer and Wine Store

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)
   Sun Valley Academy Avondale
   1515 N 117th Avenue, Avondale, AZ 85392
   3,168 feet
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?
   04/23/2026

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Cover Letter - Application.pdf	09/17/2025
DIAGRAM/FLOOR PLAN	Diagram.pdf	09/17/2025
ORGANIZATIONAL DOCUMENTS	Org Chart.pdf	09/17/2025
QUESTIONNAIRE	Ryan Anderon PQ.pdf	09/17/2025
ALIEN STATUS	Ryan Anderson Alien Status Form.pdf	09/17/2025
QUESTIONNAIRE	Chester Cadieux III PQ.pdf	09/17/2025
QUESTIONNAIRE	Christopher Carlson PQ and Training Certificates.pdf	09/17/2025
	Chester Cadieux III PQ and Statement.pdf	09/29/2025

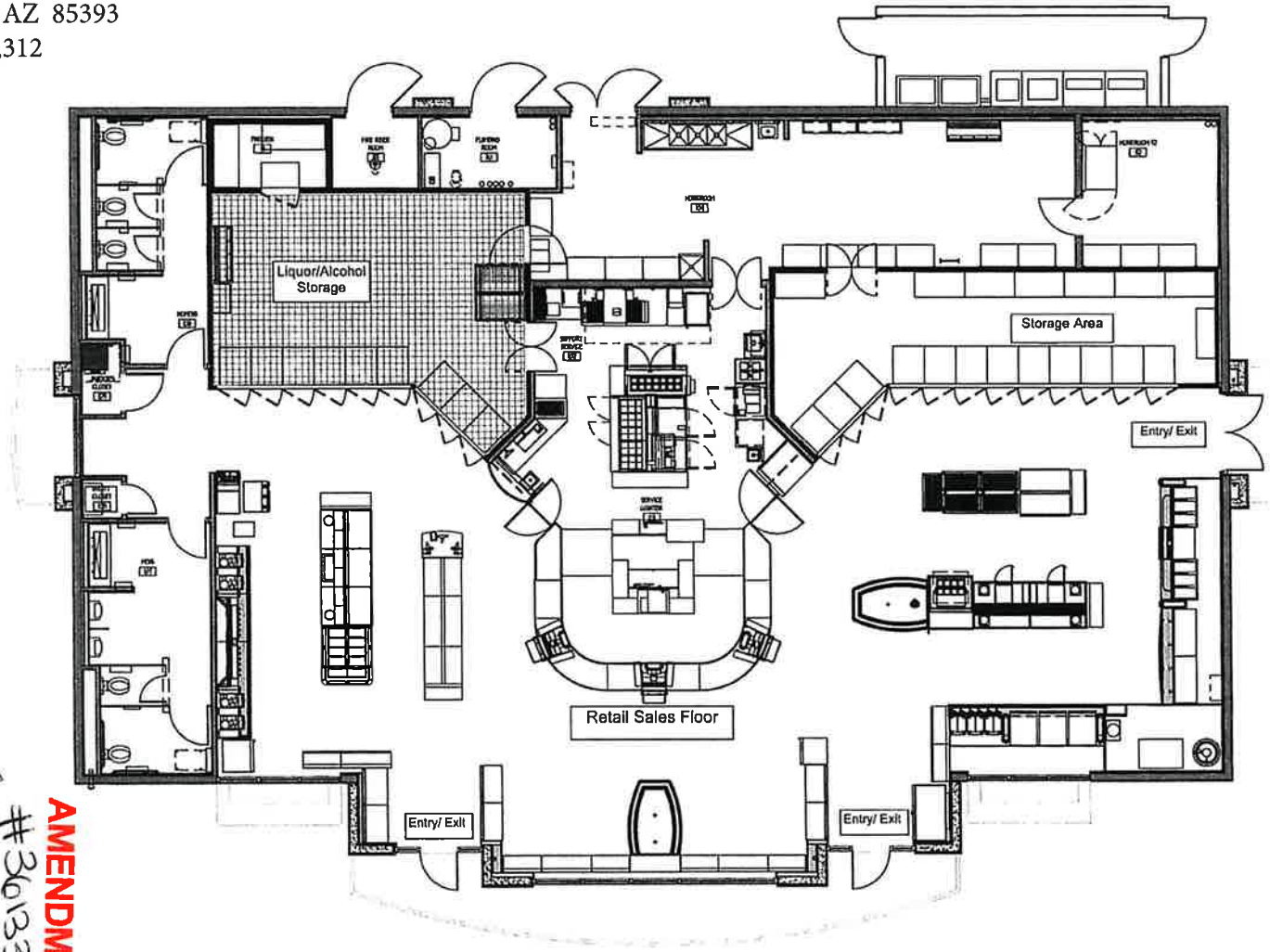
QuikTrip Corporation
Organizational Chart



*No individual owner of Cadieux Family Holdings, LLC owns 10% or greater interest in the licensee

'25 10 2 14:4 DEPT PM 2:20

QuikTrip #1518
1590 N Avondale Boulevard
*Avondale, AZ 85393
Total SF 5,312



Bldg =
5,312 sqft

AMENDMENT
#361332
QuikTrip #1518
Anderson, Ryan

A1 REFERENCE FLOOR PLAN

QuikTrip No. 1518
1590 N AVONDALE BLVD.
AVONDALE, AZ

SHEET TITLE:
REFERENCE FLOOR PLAN

SHEET NUMBER:
A101

-25 10 7 Lgv. Dept AM 8:45

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Ryan Witner Anderson
Business Name	QuikTrip #1518
Business Address	1590 N Avondale Blvd Avondale, AZ 85292

Department Comments

Retail sales are permitted in this district.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Joshua Orton Joshua Orton (Nov 4, 2025 17:32:25 MST)	Lead Senior Planner
E-Signature	**Title**
Joshua Orton	Nov 4, 2025
Name	**Date**

This license is scheduled for the City Council Meeting on: 12/01/2025

Please complete form by: 11/17/2025

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Ryan Witner Anderson
Business Name	QuikTrip #1518
Business Address	1590 N Avondale Blvd Avondale, AZ 85292

Department Comments

A business license application has not been received for this establishment, one will need to be submitted.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☐ **Development Services**
- ☑ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Selene Garcia Selene Garcia (Nov 5, 2025 08:26:27 MST)	CSR
E-Signature	**Title**
Selene Garcia	Nov 5, 2025
Name	**Date**

This license is scheduled for the City Council Meeting on: 12/01/2025

Please complete form by: 11/17/2025

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Ryan Witner Anderson
Business Name	QuikTrip #1518
Business Address	1590 N Avondale Blvd Avondale, AZ 85292

Department Comments

Approved.

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

L.Scott Miller
L.Scott Miller (Nov 10, 2025 07:16:34 MST)
E-Signature

Fire Marshal
Title

L.Scott Miller
Name

Nov 10, 2025
Date

This license is scheduled for the City Council Meeting on: 12/01/2025

Please complete form by: 11/17/2025

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Ryan Witner Anderson
Business Name	QuikTrip #1518
Business Address	1590 N Avondale Blvd Avondale, AZ 85292

Department Comments

no concerns.

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Varney Lopez
Varney Lopez (Nov 17, 2025 16:32:28 MST)
E-Signature

Lieutenant
Title

Varney Lopez
Name

Nov 17, 2025
Date

This license is scheduled for the City Council Meeting on: 12/01/2025

Please complete form by: 11/17/2025

Avondale
Aspiring. Achieving. Accelerating.

GIS MAP

Harley Maniago
Harley Maniago (Nov 18, 2025 08:29:05 MST)

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: License Agreement with The United States of America Department of Energy Western Area Power Administration (WAPA)

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to authorize a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of a 16-inch underground waterline (facility) crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines 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 Brookfield development project requires the installation of a new 16-inch underground waterline facility in Dysart Road to support ongoing infrastructure improvements within the City of Avondale. The proposed facility will cross beneath the Western Area Power Administration's (WAPA) Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines. To accommodate this installation, a License Agreement between the City of Avondale and the United States of America, Department of Energy, Western Area Power Administration (WAPA) is necessary.

Under this agreement, WAPA grants the City (Licensee) a 50-year license, renewable upon expiration, authorizing the construction, operation, and maintenance of the underground waterline as depicted in Exhibits A-1 and A-2. The License Agreement requires the City to comply with all applicable federal, state, and local regulations, including the National Electric Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) standards. The City must ensure safe clearance distances from the transmission lines during installation and operation, provide advance notice before beginning work, and submit as-built documentation upon completion.

This waterline is a critical component of the City's utility infrastructure and will deliver water service to Alamar Phases 5 and 6 as required, provide water supply to county residents, and support the Three Rivers Ranch development. Additionally, the line will function as a major water main to serve future developments in the surrounding area, enhancing system reliability, capacity, and long-term service delivery. The City also agrees to indemnify and hold WAPA harmless for any loss, damage, or liability arising from the project, except in cases of WAPA's negligence or willful misconduct. This agreement ensures the project can proceed without interference to WAPA's facilities while maintaining unimpeded access for WAPA's maintenance and operations.

DISCUSSION:

The proposed License Agreement with the Western Area Power Administration (WAPA) authorizes the City of Avondale to install a 16-inch underground waterline crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines. The agreement ensures compliance with federal regulations and WAPA standards governing construction within transmission corridors.

The new waterline will provide essential service to Alamar Phases 5 and 6, extend service to county residents, and supply the Three Rivers Ranch development. It will also function as a major water main supporting future development, improving system capacity, reliability, and operational efficiency within the City's water distribution network.

Approval of this License Agreement will allow the City to move forward with construction while maintaining WAPA's required access and operational integrity. This action supports the City's long-term infrastructure goals and ensures adequate water service for existing and future community growth.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:
Staff recommends that the City Council approve a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of a 16-inch underground waterline crossing beneath WAPA's right-of-way. Staff further recommends authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute all necessary documents to finalize the agreement.

Contact person for document distribution: *Jonathan Almanza, Kimberly Moon*

THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Liberty to Westwing 230-kV Transmission Line
And
Liberty to Rudd 230-kV Transmission Line

SW¼NW¼, Section 26 Township 1 North, Range 1 West,
Gila & Salt River Meridian, Maricopa County, State of Arizona

Vicinity of Structure(s): 9-3 to 9-4

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this day of , 2025, between CITY OF AVONDALE (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this License Agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs and grants to the LICENSEE, upon the terms hereafter provided, a License for a period of 50 years from the date hereof, for the construction of a 16" underground waterline (FACILITY). This FACILITY crosses under WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Line(s) and will not interfere with the operation and maintenance of said Transmission Line(s), if constructed in the manner and at the locations shown on Exhibits A-1 to A-2, attached hereto and made a part hereof. This License is renewable.

In consideration of WAPA's concurrence, the LICENSEE agrees to the following:

a) This License Agreement does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

b) This License Agreement is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA's facilities, including but not limited to, upgrades of the transmission line.

c) LICENSEE shall notify WAPA at least thirty (30) business days prior to commencing maintenance or installation of the FACILITY to permit inspection by WAPA. WAPA's Point of Contact: Terry Kugler, Foreman III at 602-428-5235 (o) or (602) 376-7482 (c) (Monday thru Thursday 6:00 AM-4:30 PM) or email at kugler@wapa.gov.

d) To abide by and comply with all applicable Federal, State, and local laws as well as building and safety codes including the latest edition of the National Electric Safety Code (NESC) and Occupational Safety and Health Administration standards (OSHA) applicable to the design and construction of the aforesaid FACILITY.

e) In accordance with the National Electric Safety Code (NESC), a clearance of 25.4 feet from transmission line conductors to the top of the waterline trench must be always maintained. Additionally, all equipment used within the easement area shall maintain a minimum clearance of 15 feet, from the transmission line conductors, including backhoes, front-end loaders, cranes, or other equipment.

f) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement. If heavy equipment is used during construction, signs shall be posted saying, "Caution – Overhead High Voltage Transmission Lines".

g) WAPA always requires unimpeded access to its right-of-way. WAPA uses vehicles that have a 42-kip (42,000 pounds) axle load and is not liable for any damage caused to the FACILITY when patrolling, performing maintenance, or reconstructing the transmission line.

h) No appreciable change shall be made to the character of the existing topography. Safe conductor phase-to-ground clearance must be maintained. Steep sloping which will impede heavy line equipment and vehicles from traversing the lands within the transmission line right-of-way shall not be allowed. The gradient must not be steeper than 6:1 run to rise.

i) Upon completion of the project, the Licensee will submit a copy of the as-builts and/or photographs of the FACILITY to WAPA Lands (P.O. Box 6457, Phoenix, AZ 85005-6457).

j) This License Agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.

k) LICENSEE agrees to indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of LICENSEE's, its agents, contractors, or subcontractors use of the land covered by this License Agreement, except to the extent any such loss, damage or liability is caused by the negligence or willful misconduct of WAPA, its employees, or agents.

CITY OF AVONDALE	THE UNITED STATES OF AMERICA Western Area Power Administration Desert Southwest Region
_____ Signature	_____ Richard M. Duarte Natural Resources Manager
_____ Print Name	
_____ Title	

Exhibit A-1

Desert Southwest Region

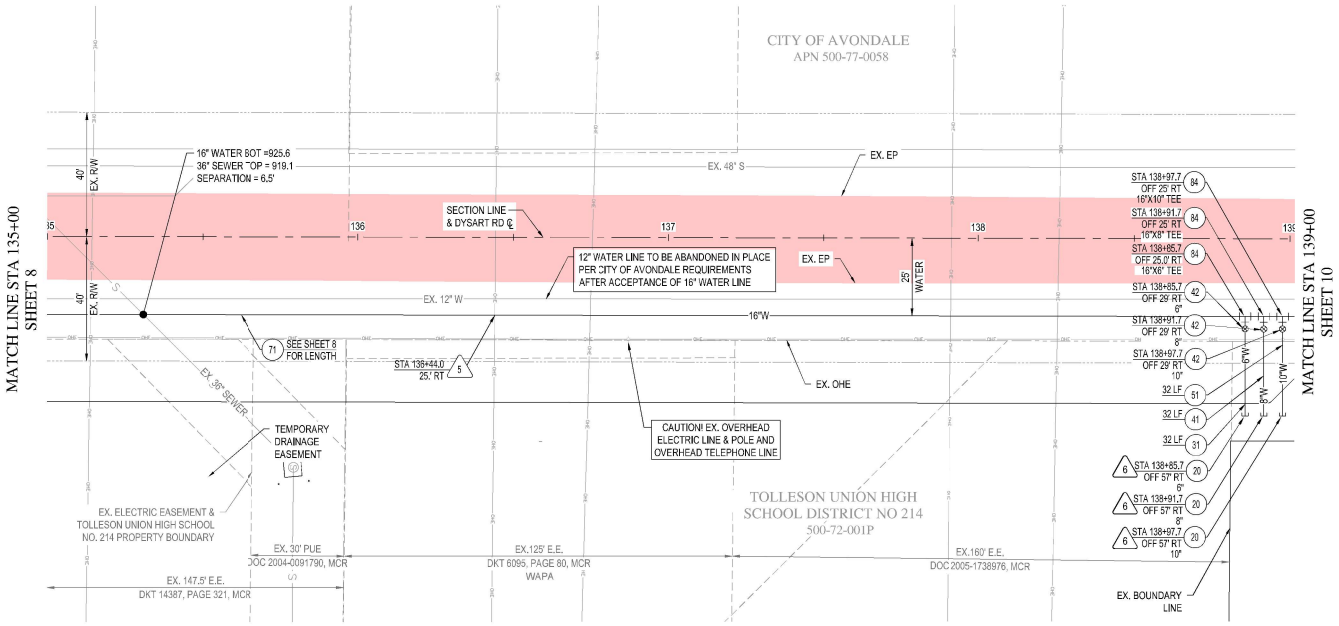
Legend

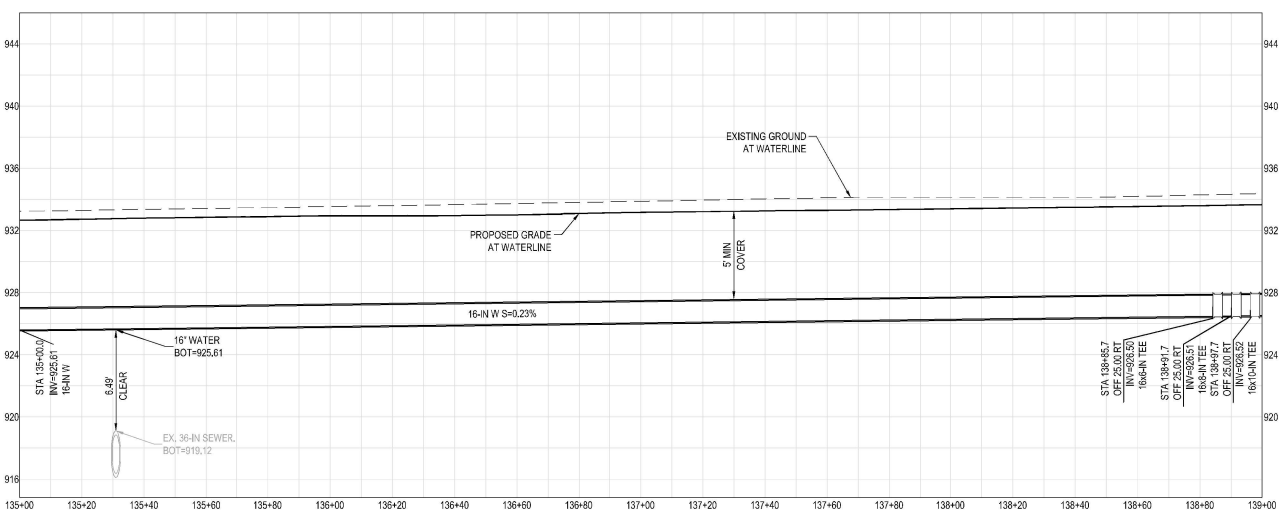
Scale 1:3,901
11/5/2025 12:37 P.M.

Western Area Power Administration
An agency of the U.S. Department of Energy

This map and data are the property of WAPA/DOE and are intended for planning and analysis only. No reproduction or copying of this product is allowed without the sole consent of WAPA/DOE. To contact WAPA about this map, please call 1-800-336-7288.

Exhibit A-2





CATHODIC PROTECTION NOTES

5 INSTALL CORROSION TEST STATION PER DETAIL CP-5 ON SHEET 21.

6 INSTALL CORROSION TEST STATION AT CAPPED PIPE-END PER DETAIL CP-6 ON SHEET 21.

0 20 40
Horz. 1 in. = 20 ft.
Vert. 1 in. = 4 ft.

N

WATER NOTES

20 INSTALL CAP, SIZE PER PLAN AND CORP STOP PER MAG STD DTL 390 TYPE A.

31 INSTALL 6-IN DUCTILE IRON PIPE, CLASS 350 CEMENT MORTAR LINED AND SEAL COATED, POLY WRAPPED PER MAG, SECTION 610.6. MINIMUM 4' COVER. TRENCHING PER COA STD, DETAIL A1130.THRUST BLOCKS PER MAG STD DET 380 FOR ALL FITTINGS AND TEES

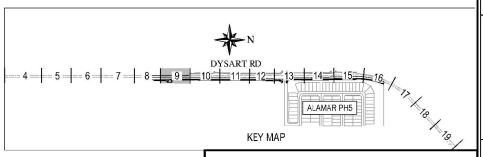
41 INSTALL 8-IN DUCTILE IRON PIPE, CLASS 350 CEMENT MORTAR LINED AND SEAL COATED, POLY WRAPPED PER MAG, SECTION 610.6. MINIMUM 4' COVER. TRENCHING PER COA STD, DETAIL A1130.THRUST BLOCKS PER MAG STD DET 380 FOR ALL FITTINGS AND TEES

42 INSTALL GATE VALVE, SIZE PER PLAN, BOX AND COVER PER COA STD DTL A1391, USE RESILIENT SEAT/WEDGE GATE VALVE, EPOXY COATED INSIDER PER AWWA C-550.

51 INSTALL 10-IN DUCTILE IRON PIPE, CLASS 350 CEMENT MORTAR LINED AND SEAL COATED, POLY WRAPPED PER MAG, SECTION 610.6. MINIMUM 4' COVER. TRENCHING PER COA STD, DETAIL A1130.THRUST BLOCKS PER MAG STD DET 380 FOR ALL FITTINGS AND TEES

71 INSTALL 16-IN DUCTILE IRON PIPE, CLASS 350 CEMENT MORTAR LINED AND SEAL COATED, POLY WRAPPED PER MAG, SECTION 610.6. MINIMUM 4' COVER. TRENCHING PER COA STD, DETAIL A1130.THRUST BLOCKS PER MAG STD DET 380 FOR ALL FITTINGS AND TEES

84 INSTALL TEE, SIZE PER PLAN, JOINTS MUST BE RESTRAINED PER MAG STD DTL 303-1 & 303-2 AND COA SUPPLEMENT TO MAG SPEC SECTION 750.3 AND THRUST BLOCKS PER MAG STD DET 380 FOR ALL FITTINGS AND TEES



NOTE:
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF AVONDALE'S SUPPLEMENT TO THE 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.

SCALE (HORIZ.)	1" = 20'
SCALE (VERT.)	1" = 4'

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

ALAMAR

OWNER/DEVELOPER
BROOKFIELD LAKIN, LLC

PROJECT NAME
DYSART ROAD INFRASTRUCTURE WATER PLAN

PLAN TITLE
INFRASTRUCTURE WATERLINE PLAN

SEAL(S)
Registered Professional Engineer (Civil)
CERTIFICATE NO. 31985
TRAVIS MINGHENG KOO
ARIZONA U.S.A.
EXPIRES 12-31-27

PLAN DATE
8/4/2025

LATEST REVISION DATE

SHEET NUMBER
9 OF 22

PROJECT NUMBER
174612.11

ENG-22-0314

Z:\2017\174612.11\Dwg\Imp\Offsite (Infrastructure)\Water\4612.11-009-DWT_PH5(WAPA).dwg (CHECKED BY: FK DESIGNED BY: HD DRAFTED BY: BT)

Living and Working Around

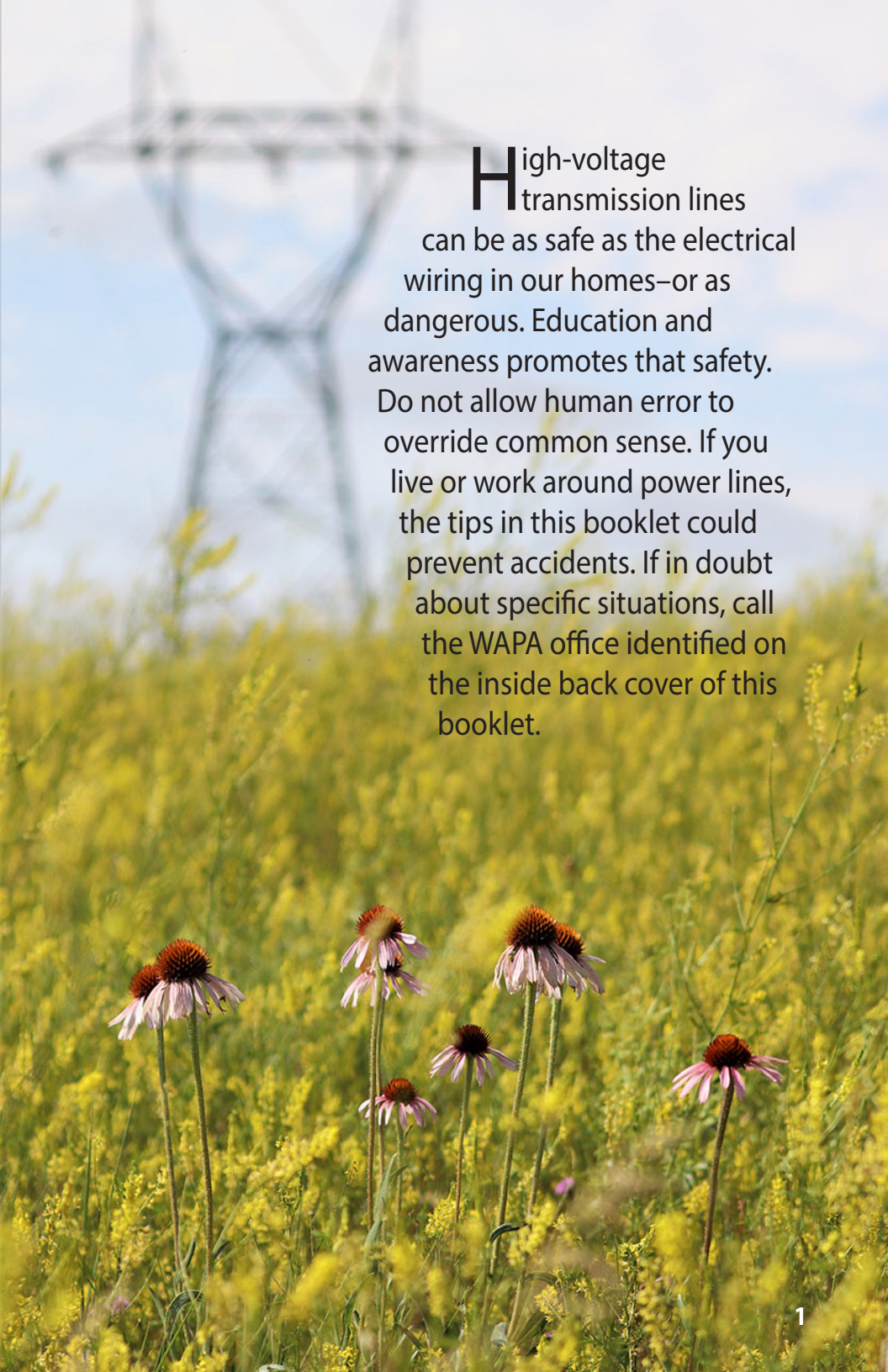
HIGH-VOLTAGE POWER LINES

Western Area
Power Administration

Rev. Nov 2021

TABLE OF CONTENTS

Safety First 2
Induced Voltages. 3
Safety Dos & Don'ts 4
Using the Right-of-Way. 4
Irrigation Systems 4
Underground Pipes and Cables 7
Wire Fences 7
Vehicles. 7
Lightning 8
Fires 8
Kite Flying 8
Model Airplanes and Drones. 8
Vandalism and Shooting 9
Metal Objects 10
Trees and Logging 10
Climbing. 11
Pacemakers 11
Explosives 12
Concerning Towers and Conductors 12



High-voltage transmission lines can be as safe as the electrical wiring in our homes–or as dangerous. Education and awareness promotes that safety. Do not allow human error to override common sense. If you live or work around power lines, the tips in this booklet could prevent accidents. If in doubt about specific situations, call the WAPA office identified on the inside back cover of this booklet.

SAFETY FIRST

Western Area Power Administration's (WAPA) facilities meet or exceed the rules of the National Electrical Safety Code and applicable state and local restrictions. Serious accidents involving transmission lines can be avoided if simple precautions are taken. Treat all electrical systems—from the 120-volt wiring in your home to a 500,000-volt transmission line—with respect. The most significant risk of injury from a transmission line is the danger of electrical contact. Electrical contact between an object and an energized conductor (wire) can occur even when the two do not touch. High-voltage transmission lines can create an electrical arc across an air gap.

For example, during operation of a 500,000-volt line, arcing can occur across a distance of seven feet or more. This distance varies with line operating voltage. Unlike wiring at home, conductors of overhead transmission lines are not covered by electrical insulating materials.

Injuries occur more frequently with lower voltage power lines (12,500 to 115,000 volts) than with higher voltage lines because contact is more likely. The electrical conductors of lower voltage lines are closer to the ground, smaller, and less noticeable. However, injury caused by contact with a 12,500-volt line can be just as serious as that from a 500,000-volt line.

SAFETY NOTES

The National Electrical Safety Code specifies a minimum safe clearance distance for each level of electric transmission voltage. WAPA lines are built so that clearance between line conductors and the ground meet or exceed Code minimums.

Due to their weight, transmission line wires sag, or droop, between their supporting structures. These wires usually come closest to the ground halfway between supporting structures, and clearance is usually greatest near supporting towers or poles.

Vehicles and large equipment (including antennas, etc.) need to stay at least 15 feet away from power lines. This includes harvesting combines, bale wagons, stack movers, cranes, derricks, and booms traveling under all WAPA lines that pass over roads, driveways, parking lots, cultivated fields, or grazing lands.

Operate farm equipment under or near power lines with care. Operating equipment that can be extended inside the minimum 15-foot clearance needs to be done with extreme care, including bale wagons, stack movers, dump bed trucks, cranes, or derricks. When in doubt, contact WAPA for review and specific requirements.

The 15-foot minimum is a federal Occupational Safety and Health Administration requirement (29CFR 1910.269). The clearance maintains safety for operators and laborers alike. Please note that transmission line sag increases when it becomes heated by load and ambient temperatures. What was safe to drive under in December could mean disaster in July.

Lines owned by other utilities may have different height limitations.

Contact WAPA if the need to move your equipment would exceed this in normal use.

INDUCED VOLTAGES

Under certain conditions, a noticeable voltage can be induced on objects such as a large vehicle, a fence, metal building, or irrigation system. This can happen when the object is near a high-voltage transmission line and is insulated from the ground.

When an induced voltage is present, touching a vehicle, wire fence, metal building, or irrigation system can result in a sensation similar to the shock you may receive when you walk cross a nylon carpet and then touch a doorknob. The static discharge from the rug is momentary. The sensation from a voltage induced by an alternating-current power line is similar, but may continue to be felt as long as contact with the object is maintained.

The magnitude of an induced voltage depends on the voltage of the transmission line, the amount of power being transmitted, distance from the conductor, size or length of the object, and its orientation to the line. Shocks caused by an induced voltage do not usually present a hazard; for this reason, we refer to them as nuisance shocks. However, methods to remove the possibility of hazards are identified later on in this booklet.

Safe practices for various situations—including those involving irrigation systems and wire fences—are discussed below.

SAFETY DOs & DON'Ts

Don't bring yourself, any object you are holding, or machine you are operating too close to an overhead line.

Don't try to calculate how close you can come to a transmission line.

Don't put yourself or any object higher than 13 feet above the ground in pedestrian areas or 15 feet above the ground in other areas when under a power line.

Don't discount induced voltage. Noticeable voltage can be induced when an object such as a large vehicle, fence, metal building, or irrigation system is near a high-voltage transmission line and is insulated from the ground. Touching the object may result in a shock.

Do operate farm equipment with care when under or near power lines.

Do contact the WAPA office closest to you if in doubt about transmission line clearance.

USING THE RIGHT-OF-WAY

Before a transmission line is built, WAPA negotiates with the landowner for the right to cross the land as required for the construction, operation, and maintenance of the line. WAPA acquires easement rights to construct, operate, and maintain a transmission line and the right to keep the easement clear of all structures, trees, brush, vegetation, and any uses that may interfere with the operation or maintenance of the line. Most farm crops can be grown safely under transmission lines.

Generally, the individual landowner retains the right to use the land in ways that do not interfere with the rights granted to WAPA. Call the nearest WAPA office if you plan to landscape, change the existing topography, or install items such as fences, gates, light standards, drain fields, septic systems, underground pipe, irrigation systems, roads, cables, parking areas, storage areas, signs, storage tanks, tennis courts, radio and TV antennas, or any other improvements within the right-of-way. Construction or placement of residences, mobile homes, wells, sheds, machinery, buildings, barns, recreational vehicles, swimming pools, or any other temporary or permanent structures is prohibited within the right-of-way. This minimizes possible safety hazards.

IRRIGATION SYSTEMS

Many types of irrigation systems have been operated safely near WAPA power lines for years. However, use caution when storing, handling, and installing irrigation pipe, and in operating spray irrigation systems near power lines. Irrigation pipe should be moved in a horizontal position under and near all power lines to keep it away from overhead conductors. Plastic pipe (especially when dirty) should be considered conducting material.

Equipment used to install irrigation systems should be kept away from WAPA transmission lines if the equipment exceeds 15 feet in height. If you need to

exceed this height, contact WAPA first. If you are working near a line, supplement normal precautions by assigning one person to act as a "safety watcher" to warn other workers against unsafe moves such as equipment coming too close to the transmission line.

Observe great caution when moving a mobile high-pressure irrigation system under a transmission line. The small wheelbases of some of these systems tend to make them unstable. If one should tip while under a line, its boom could be lifted into a conductor.

Static voltage that occurs when unloading irrigation pipe near a transmission line is induced and, in this case, a nuisance rather than a hazard. To reduce or eliminate this nuisance, unload the pipe at least 50 feet away from the nearest conductor. If pipe stacked on a rubber-tired vehicle are unloaded under a transmission line, the possibility of nuisance shocks can be reduced by grounding. Clip one end of a wire to a metal rod driven into the ground and the other end to a pipe on the bottom of the stack.

Avoid all situations where a solid stream of water can come in contact with an electrical conductor. Should this occur, a person in contact with the irrigation system, or standing very near it (5 feet or so), may receive a severe shock. When asked, WAPA will help determine safe operating distance for installation or operation of an irrigation system to avoid hazardous situations.

If a sprinkler malfunctions and a solid stream of water reaches a conductor, turn off the water at its source–by switching off the pump–before attempting to correct the problem.

Nozzle risers should be equipped with spoilers or automatic shutoffs. This will prevent a solid stream from striking a conductor if a nozzle breaks or falls off.

Equipment with smaller diameter or fine mist spray nozzles do not usually present a problem. A broken water spray will not conduct a significant amount of current. However, spray containing fertilizer is much more conductive. Additional precautions should be taken if spraying water mixed with fertilizer near transmission line conductors.

High-volume irrigation systems using large nozzles and high pressure to sprinkle big areas are of special concern. Nozzle diameters vary from 3/4 inches to 1-15/16 inches, and water pressures range from 80 to 100 pounds per square inch. Thus, a solid stream discharged from one of these nozzles may reach heights of 30 to 35 feet and go as far as 200 feet. When this system is in operation, keep a safe distance between it and a transmission line. It should not be operated near a transmission line. Even when installation and operation of central pivot circular irrigation systems within WAPA's easement is specifically authorized by WAPA, those near transmission lines can develop hazardous

shock potentials during operation and maintenance. To eliminate these hazards:

- Provide a good electrical ground for the pivot point.
- Park or perform maintenance on the center pivot system only when the pipe is at right angles to the power line to minimize voltages induced on the system.
- Do not touch the sprinkler pipe or its supporting structures when the system is operating under or parallel to and near a transmission line.

Contact WAPA for assistance in safely locating, operating, and maintaining irrigation systems near transmission lines.

UNDERGROUND PIPES, TELEPHONE CABLES, AND ELECTRIC CABLES

Underground pipes and cables are compatible with transmission lines if properly installed and maintained. Generally, underground pipes and cables may pass under a line. However, they should be installed at an angle of 60 degrees or more to the transmission line centerline (a right angle crossing is best). Pipes and cables should not be installed closer than 50 feet to a transmission line structure or the buried grounding system. Only in special situations should underground pipe and cable be located closer. Contact the nearest WAPA office before installing any pipe or cable that crosses a WAPA transmission line right-of-way.

WIRE FENCES

Ungrounded barbed wire and woven wire fences can become electrically charged when located near transmission lines. Normally, the voltage will not be noticeable. WAPA's practice is to ground wire fences if the fence crosses the right-of-way or parallels the line within 150 feet of the transmission line centerline. These fences are grounded with a ground rod driven to a depth of not less than 5 feet into the ground and fastened with clamps to the fence wires. Non-electric fences on wood or concrete posts are grounded each 1/8 mile, and non-electric fences on metal posts are grounded each 1/4 mile. Metallic gates are grounded at the hinge end and electrically bonded to the fence. Fences crossing under a line are grounded on each side of the right-of-way. Electric fences are grounded through lightning arresters designed for use with electric fences. These grounding practices will avoid any possibility of a hazard. If nuisance shocks are experienced when contacting a fence or gate, or if you have any questions about the need for grounding, call the nearest WAPA office.

VEHICLES

A vehicle under an extra-high-voltage line (345,000 volts or above) will not normally carry induced voltage because of semiconducting tires. To further reduce potential shock, attach a chain that touches the ground to the vehicle. If the vehicle is parked on a nonconductive surface such as dry rock, a nuisance shock could still be experienced. An electric spark from an induced voltage could

ignite gasoline vapor that is created during refueling a vehicle, although WAPA has never had a report of a refueling accident. The possibility of such an accident is remote.

However, WAPA recommends that vehicles be at least 70 feet from the nearest conductor of an extra-high-voltage line when refueling. If a vehicle cannot be moved, connect the metal fuel can to the vehicle with a jumper wire before removing the cap. This lessens the possibility of an explosion. Nonconductive (plastic) containers should not be used in these situations.

LIGHTNING

Lightning will usually strike the highest object. In rural areas, this may be a power line tower or conductor.

Transmission facilities are designed to withstand lightning strikes by channeling them to ground at the tower. When lightning strikes a tower, damage is usually much less than if a barn or tree had been hit.

Play it safe. Stay away from power lines and other tall objects during electrical storms. Lightning is dangerous if one is standing near where it enters the ground.

FIRES

Smoke and hot gases from a large fire can create a conductive path for electricity. A fire burning under a transmission line could cause an electric current to arc through the smoke and hot gases from the conductor to the ground, endangering people and objects near the arc. Field burning and other large fires in and around transmission lines can damage transmission lines and cause power outages. Water and other chemicals used to extinguish those fires should never be directed toward a transmission line.

KITE FLYING

Kite flying within the transmission line right-of-way easement area is extremely dangerous and discouraged in close proximity of all lines. Always fly a kite so the wind will carry it away from power lines.

Use dry string, wood, and paper when flying a kite. Never use strings or kites or balloons made with metal, including aluminized mylar plastic and ornamental string with strands of metal foil inside.

If your kite gets snagged in a power line, do not pull the string or climb the tower or pole. Drop the string immediately and call the nearest electric utility.

MODEL AIRPLANES AND DRONES

Model airplane and drone flying is prohibited and dangerous within the transmission line right-of-way easement area.

Always fly model airplanes and drones well away from power lines.

Use only monofilament fishing line or other nonconductive material for a hand line.

If your model airplane or drone gets caught in a power line:

- If it has a handline, let go of it.
- Do not try to pull it down or climb up after it.
- Call the nearest electric utility.

VANDALISM AND SHOOTING

When hunting, look for power lines before you shoot to avoid severing conductors or breaking insulators.

Insulators, normally made of porcelain, are easily broken. Not only can broken insulators cause flashovers, an insulator string hit by gunfire could pull apart and let the conductor fall to the ground creating a serious hazard to anyone close to the line. It could also cause a power outage and a fire in dry areas.

Unfortunately, vandalism is the frequent cause of insulator damage. Hunters beware: Most land beneath power lines is privately owned. Making insulators and conductors fair game is illegal and can be extremely hazardous.

Anyone causing willful damage to power facilities or property along rights-of-way can be prosecuted by the federal government, the property owner, or both.

Report broken insulators and damaged conductor, or any other damage you see, to the nearest WAPA office identified on the back cover of this brochure.

METAL OBJECTS

When mounting an antenna on a large vehicle, do not let it extend more than 15 feet above the ground.

If you have an antenna installed where it could fall into a power line, request WAPA or your local utility to assist you in moving it to a safer location.

Before raising the mast or when sailing a boat, check the allowable clearance under any transmission line. We recommend that all masts or guy wires above the deck be connected electrically to an underwater metallic part such as the keel or centerboard. This precaution, reduces the hazard to passengers from lightning strikes or accidental contact with a power line and may save your life. If your boat is going to contact a power line, stay low in the boat and avoid touching metal surfaces or guy wires until the contact with the line is broken.

TREES AND LOGGING

Logging, tree cutting, or pruning should not be done within WAPA's rights-of-way without first getting permission from the nearest WAPA office. Logging near transmission lines can be very hazardous and requires special caution. If you should come upon a tree that has fallen into a power line, stay away from it.

If you should accidentally cause a tree to fall into a line, run for your life! Do not go back to retrieve your saw or equipment. Call the nearest WAPA office or local utility immediately. If you have trees on or close to the right-of-way that need to be cut, contact WAPA. It is safer to have WAPA remove the trees for you than to do it yourself.

Trees or logs stacked within the rights-of-way may not be public property. People removing trees and logs without permission could be stealing and may be prosecuted.

CLIMBING

Do not under any circumstances climb on power line poles, towers, or guy wires. Such activities can be extremely hazardous.

PACEMAKERS

Under some circumstances, voltages and currents from household and other electrical devices may interfere with the operation of some implanted cardiac pacemakers. Studies have also shown that electric fields from power lines could affect a few models with monopolar implant and that are sensitive to the electric power frequency (60 Hz). No such cases have been reported to WAPA.

As a precaution, persons with pacemakers who have reason to be outdoors near high-voltage facilities should consult with a physician to determine whether their particular model may be susceptible to 60-Hz interference. (People inside vehicles or buildings are largely shielded from power line electric fields.)

If a person with a pacemaker is in an electrical environment and the pacemaker begins to produce a regularly spaced pulse that is not related to a normal heartbeat, the person should leave the environment and consult a physician.

Experience shows that the magnetic fields created by transmission lines have not affected the performance of cardiac-demand pacemakers. This experience is supported by a September 1976 statement from the Food and Drug Administration's Bureau of Radiological Health: "Any possible problems with pacemaker malfunction from electromagnetic interference have been generally eliminated through the development of pacemakers which are highly resistant to such interference. Virtually all presently manufactured pacemakers are not susceptible to interference from sources of electromagnetic radiation encountered in the environment."

Tests indicate a monopolar pacemaker implanted in the abdominal area is the most sensitive to an electromagnetic field. Only 3 percent of all the pacemakers in use are this type. If you are uncertain about the type of pacemaker you have, consult a physician.

EXPLOSIVES

If you plan to detonate explosives near a WAPA transmission line, notify WAPA well in advance.

As a general rule, do not use electric detonating devices when blasting within 1,000 feet of a power line. Non-electric methods of detonation will avoid the danger of accidentally discharging an electric blasting cap.

CONCERNING TOWERS AND CONDUCTORS

- Do not climb towers.
- Do not shoot or otherwise damage insulators.
- Never touch or get near a fallen line.
- Do not attempt to dismantle tower steel members.
- Do not cut or remove tower or pole ground wires.
- Do not apply additional loads to tower members for temporary support of a structure or vehicle.
- Stay away from towers and lines during extreme wind storms, thunderstorms, ice storms, or under other extreme conditions.

Preventive measures include:

- Stay away from and report broken or damaged insulators to WAPA or your nearest electrical utility.
- Stay away from and report broken, damaged, or abnormally low hanging lines to WAPA or your nearest electrical utility.

Never climb towers or poles.

CONCLUSION

We live in an age of electric power. Almost everything we do requires electricity. High-voltage power lines have become about as commonplace as the wiring in our homes and are just as safe. Nevertheless, every year people are killed or seriously injured by power lines and wiring. In almost every case, lives could have been saved and injuries avoided if the basic safety practices outlined in this booklet had been followed. WAPA and your local utilities make every effort to design and build power lines that are safe to live and work around.

Ultimately, however, the dangers of high-voltage lines depends upon people behaving safely around them. No line can practicably be made safe from a person who, through ignorance or foolishness, violates the basic principles of safety. So, please, take time now to learn the practices outlined in this booklet and share your knowledge with your family, friends, and colleagues. Your own life, or that of a loved one, might well hang in the balance.

CONTACT US

Call or write your local WAPA office or Public Affairs in Lakewood, Colorado, to share your comments or to find out more about WAPA.

WESTERN AREA POWER ADMINISTRATION
P.O. Box 281213
Lakewood, CO 80228-8213
720-962-7050

COLORADO RIVER STORAGE PROJECT MANAGEMENT CENTER
1800 South Rio Grande Ave.
Montrose, CO 81404-4800
801-524-5493

DESERT SOUTHWEST REGIONAL OFFICE
P.O. Box 6457
Phoenix, AZ 85005-6457
602-605-2525

ROCKY MOUNTAIN REGIONAL OFFICE
P.O. Box 3700
Loveland, CO 80539-3003
970-461-7200

SIERRA NEVADA REGIONAL OFFICE
114 Parkshore Drive
Folsom, CA 95630-4710
916-353-4416

UPPER GREAT PLAINS REGIONAL OFFICE
P.O. Box 35800
Billings, MT 59107-5800
406-255-2800

www.wapa.gov

publicaffairs@wapa.gov

Western
Area Power
Administration

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1075-1225 - Intergovernmental Agreement with the City of Litchfield Park for Senior Services

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Assistant 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: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:
The City Council will consider a request to adopt Resolution 1075-1225, approving the Intergovernmental Agreement with the City of Litchfield Park for fiscal year 2025-2026 for Senior Services provided to Litchfield Park residents by the Avondale Senior Services Division in the amount of $12,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
For over ten years, Avondale Senior Services staff have applied for funding through the City of Litchfield Park's Appropriations Program to help support Senior Services operations. Each year, the City of Litchfield Park has provided approximately $2,500 to help offset the cost of providing services to Litchfield Park residents.

DISCUSSION:

During the spring of 2025, Litchfield Park staff visited the Avondale Senior Center to discuss services provided and the difference in cost that the City of Avondale is paying over the annual appropriation typically provided by the City of Litchfield Park for their residents. At that time, it was agreed that the two parties should establish an Intergovernmental Agreement that more accurately covers the cost incurred by the City of Avondale and eliminate the need for staff to apply annually through the appropriations process. The Litchfield Park City Council and its management team understand the cost associated with providing the array of services offered to their senior residents, and they desire to provide commensurate financial support for the Senior Services operations. Through this Intergovernmental Agreement, the City of Avondale will report annually to the City of Litchfield Park the number of Litchfield Park seniors accessing services and will renew the terms and amount of assistance accordingly each year.

BUDGET IMPACT:

The City of Avondale will receive funds from the City of Litchfield Park in the amount of $12,000 for FY26 as agreed upon in the Intergovernmental Agreement. The funding provided will require a transfer of expenditure appropriations from the grant contingency account to provide expenditure authority for the use of these funds.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 1075-1225, approving the Intergovernmental Agreement between the City of Avondale and the City of Litchfield Park for FY2025-2026 providing Avondale Senior Services with $12,000 to support Litchfield Park seniors and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Contact person for document distribution: *Sandy Lopez, Senior Services Manager*

RESOLUTION NO. 1075-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK RELATING TO SENIOR SERVICES FOR LITCHFIELD PARK RESIDENTS.

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

SECTION 1. The intergovernmental agreement with Litchfield Park relating to providing senior services to Litchfield Park residents is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 1, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1075-1225

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK
FOR
SENIOR SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2025, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Litchfield Park, an Arizona municipal corporation ("Litchfield Park"). Avondale and Litchfield Park are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Litchfield Park desires to have Avondale provide certain senior services for Litchfield Park residents and has agreed to provide financial assistance to support such services, and Avondale desires to provide such services for Litchfield Park residents with Litchfield Park's financial assistance.

B. Avondale is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952 and Article I, Section 3 of the Avondale City Charter.

C. Litchfield Park is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

D. Avondale and Litchfield Park desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to Avondale providing Litchfield Park with the "Senior Services" as described in Section 1 below.

AGREEMENT

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

1. Definitions.

1.1 "Senior Services" means the following services provided by Avondale to Litchfield Park residents:

A. Congregate Meals. Providing meals at the Avondale Community Center for registered participants.

B. Home-Delivered Meals. Delivering meals to eligible participants or private pay participants within the Service Area.

C. Transportation. Providing transportation to and from the Avondale Community Center for registered participants within the Service Area.

1.2 "Service Area" means the area within the Litchfield Park city limits as shown in Exhibit A, which is incorporated herein by reference.

2. Term. This Agreement shall be effective as of July 1, 2025, and shall remain in full force and effect until June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term") thereafter until one of the Parties terminates this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Litchfield Park Obligations. Litchfield Park shall:

3.1 Financial Assistance. For the Initial Term, pay Avondale $12,000.00. For each Renewal Term, pay Avondale an amount equal to the average Avondale general fund cost of Senior Services per city of Litchfield Park participant. This amount will be calculated by multiplying the average cost of Senior Services per participant by the number of Litchfield Park residents receiving Senior Services and by the percentage of the total Senior Services funding provided from the Avondale general fund. For each Renewal Term, the average cost of Senior Services per person, number of Litchfield Park residents receiving Senior Services, and the percentage of total Senior Services funding provided from the Avondale general fund will be based on the information in the most recent annual report issued under Section 4.2 below.

3.2 Promotion. Promote the Senior Services on the Litchfield Park web page, program guides, if any, and information releases, if any and as appropriate. Avondale hereby grants Litchfield Park a license to use its registered logos and copyright for the sole purpose of promoting the Senior Services, subject to the following restrictions and Avondale's prior review and approval. Litchfield Park acknowledges that Avondale owns all of its trademarks, service marks, trade names and logos (the "Marks") and that Litchfield Park has no rights to use them except as conferred by this Agreement. Litchfield Park agrees that it will not use any of the Marks in any way without the advance approval of Avondale and that Avondale may withdraw its approval of use of the Marks at any time with or without cause. Litchfield Park agrees that it will immediately cease using any of the Marks or any materials in which the Marks are used upon withdrawal of approval by Avondale.

4. Avondale Obligations. Avondale shall:

4.1 Services. Provide the Senior Services to Litchfield Park residents (A) when such Services are provided to Avondale residents, (B) in the same manner as the Senior Services are provided to Avondale residents, and (C) at the same fees as charged to Avondale

residents. The eligibility requirements for the Senior Services shall be the same for Litchfield Park residents as they are for Avondale residents, except no Avondale residency requirements shall apply.

4.2 Reporting. By January 31 of each Term, provide Litchfield Park with a report regarding the Senior Services provided to Litchfield Park residents during the preceding calendar year. Each report shall include the number of Litchfield Park residents who received Senior Services and the average cost per participant for all persons receiving Senior Services for the preceding calendar year. The report shall also include the percentage of total Senior Services funding provided from the Avondale general fund for the current fiscal year. The report shall also specify the number of Congregate Meals, the number of Home-Delivered Meals, and the number of Transportation services provided to Litchfield Park residents.

4.3 Renewal Cost. At least sixty days prior to the end of the initial term and at least sixty days prior to the end of each renewal term, Avondale shall provide to Litchfield Park in writing the cost to Litchfield Park for Senior Services, as determined according to Section 3.1 of this Agreement, for the coming renewal term.

5. Payments. Litchfield Park shall pay Avondale the full amount of the financial assistance set forth in Subsection 3.1 above by July 1 of each year of the Term. Each payment shall be in advance for the period beginning on the due date of such payment. The first such payment shall be due within 30 days of this agreement being approved or signed by all parties, for the Initial Term.

6. Budget. Subject to Subsection 8.3 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days' written notice to the other Party. If Avondale terminates the Agreement without cause, Avondale shall reimburse Litchfield Park a prorated portion of the financial assistance paid under Subsection 3.1, based on the number of days remaining between the date of cancellation and June 30 of that year.

8.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

8.3 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by Avondale or Litchfield Park shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, the Parties may reduce the scope of this Agreement, if appropriate, or this Agreement shall terminate at the end of then-current fiscal year without further duty or obligation of the Parties.

9. Miscellaneous.

9.1 Independent Contractor. Avondale acknowledges and agrees that the Senior Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Litchfield Park. Avondale, its employees and subcontractors are not entitled to workers' compensation benefits from Litchfield Park. Litchfield Park does not have the authority to supervise or control the actual work of Avondale, its employees or subcontractors. Avondale, and not Litchfield Park, shall determine the time of its performance of the Senior Services provided under this Agreement so long as Avondale meets the requirements set forth herein. Avondale and Litchfield Park do not intend to nor will they combine business operations under this Agreement.

9.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9.3 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws, and (C) existing and future Occupational Safety and Health Administration standards.

9.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Litchfield Park. Any attempt at oral modification of this Agreement shall be void and of no effect.

9.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were

included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

9.6 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose, except as provided in Subsection 9.14 below.

9.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

9.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement.

9.10 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.11 Disposition of Property upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

9.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Avondale:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to Litchfield Park:	City of Litchfield Park 214 West Wigwam Boulevard Litchfield Park, AZ 85340 Attn: Matthew Williams, City Manager
With copy to:	17851 N. 85th Street Suite 175 Scottsdale, AZ 85255 Attn: Joseph Estes, City Attorney

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

9.13 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

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

9.15 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

10. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each council member, officer, employee, or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes, or omissions, in connection with the work or services of the other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

[SIGNATURES ON FOLLOWING PAGE]

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

"**Avondale**"	"**Litchfield Park**"
CITY OF AVONDALE, an Arizona municipal corporation	CITY OF LITCHFIELD PARK, an Arizona municipal corporation
_____	_____
Mike Pineda, Mayor	Thomas L. Schoaf, Mayor
ATTEST:	ATTEST:
_____	_____
Marcella Sarmiento, City Clerk	Terri Roth, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

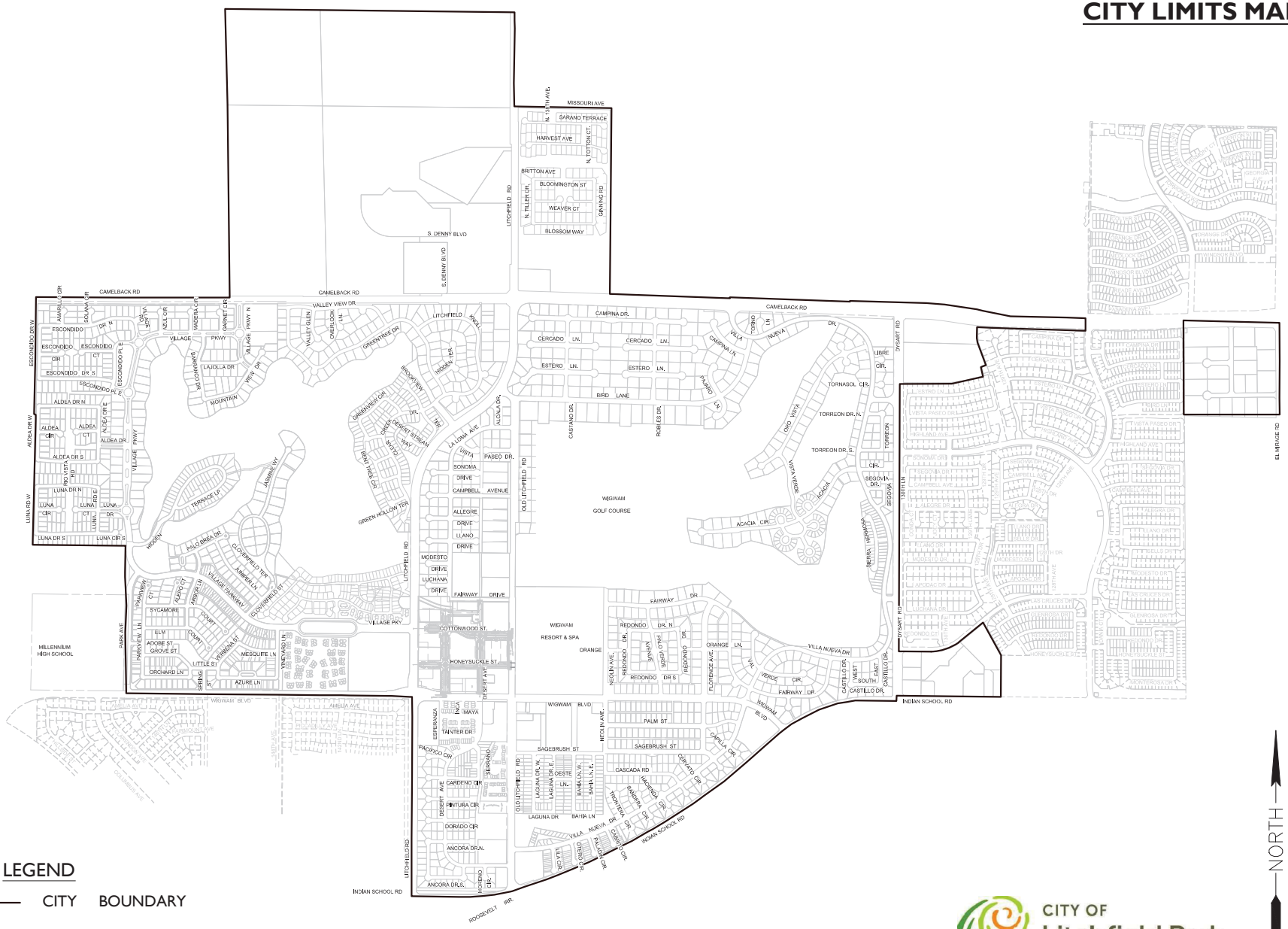
_____	_____
Nicholle Harris Avondale City Attorney	Joseph Estes Litchfield Park City Attorney

EXHIBIT A

[Map of Litchfield Park City Limits]

See following page.

CITY LIMITS MAP



LEGEND

—— CITY BOUNDARY

CITY OF Litchfield Park
DISCOVER THE PARK

(N.T.S)

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1076-1225 - Intergovernmental Agreement with the City of Tolleson for Detention Services

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

THROUGH: Dale Nannenga, Assistant 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: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will consider a request to adopt Resolution 1076-1225, approving an Intergovernmental Agreement (IGA) with the City of Tolleson to continue using the Avondale Detention Center, located at 50 N. Eliseo C. Felix, Jr. Way, Avondale, for the processing and housing of City of Tolleson prisoners and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Since 2011, the City of Avondale has provided Detention Services for the Tolleson Police Department. In return, the City of Tolleson has paid for one full-time detention officer and associated court administration costs. These services include providing incarceration, housing, court administration, and transportation for Tolleson prisoners.

DISCUSSION:
This Agreement establishes the basis for the Tolleson Police Department to continue using the Avondale Detention Center, located at 50 N. Eliseo C. Felix, Jr. Way, Avondale, for the processing and temporary incarceration of Tolleson prisoners. The Tolleson Police Department also desires to continue to utilize the Avondale City Court Judge for the administration of initial court appearances for Tolleson prisoners charged with a misdemeanor offense. Lastly, this IGA also establishes that the Tolleson Police Department authorizes the Avondale Police Department to transport Tolleson prisoners charged with felony offenses to the Maricopa County Jail for booking.

The term for this IGA shall remain in full force and effect until June 30, 2026. It shall then automatically renew

for up to four successive one-year terms, subject to termination as provided within the IGA.

BUDGET IMPACT:

The City of Tolleson shall pay the City of Avondale salary, overtime, ERE's, uniform allowance equal to one full-time Detention Officer. Additionally, the City of Tolleson shall pay the costs for medical monitor bracelets, which includes ultra long-ranger wireless service and Overwatch licensing and cloud services. For Fiscal Year 2026 the approximate cost for the City of Tolleson will be $127,877.93. This amount will be assessed each fiscal year thereafter.

RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the City of Tolleson to continue using the Avondale Detention Center, located at 50 N. Eliseo C. Felix, Jr. Way, Avondale, for the processing and housing of Tolleson prisoners and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Jenny Chavez*

RESOLUTION NO. 1076-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO DETENTION SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Tolleson relating to the Avondale Police Department providing incarceration, court administration, and transportation services for Tolleson prisoners (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, December 1, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1076-1225

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2025, between the City of Avondale, an Arizona municipal corporation, acting by and through the Avondale Police Department ("Avondale"), and the City of Tolleson, an Arizona municipal corporation, acting by and through the Tolleson Police Department ("Tolleson"). Avondale and Tolleson are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. Avondale owns, and the Avondale Police Department operates, a detention center, located at 50 North Eliseo C. Felix, Jr. Way, Avondale, Arizona (the "Detention Facility").

B. Tolleson Police Department desires to utilize the Detention Facility for the processing and the temporary incarceration of Tolleson prisoners (the "Incarceration Services").

C. Tolleson Police Department desires to utilize the Avondale City Court Judge for the administration of initial court appearances for Tolleson prisoners charged with a misdemeanor offense (the "Administrative Services").

D. Tolleson Police Department also desires to engage the Avondale Police Department to transport Tolleson prisoners charged with felony offenses (the "Transportation Services") to the Maricopa County Jail located at 201 South 4th Avenue, Phoenix, Arizona (the "County Jail").

E. Avondale and Tolleson are authorized to enter into this Agreement under the authority of ARIZ. REV. STAT. § 11-951 *et seq*.

F. The Parties desire to define the terms and conditions under which Avondale will perform the Incarceration Services, the Administrative Services and the Transportation Services (collectively, the "Services") for Tolleson.

AGREEMENT

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

1. Services.

1.1 Incarceration Services. Except as provided in this Subsection 1.1, Avondale agrees to accept and process all Tolleson prisoners transported to the Detention Facility by Tolleson and to incarcerate such prisoners until such time as Avondale either (i) releases such prisoners on the order of the court or (ii) transports such prisoners to the County Jail. The Parties agree that the Incarceration Services will be administered for the Tolleson prisoners on the same basis that Avondale incarcerates Avondale prisoners.

A. Avondale shall not be required to accept, process or incarcerate any Tolleson prisoner where:

i. The Tolleson prisoner's medical condition would pose a threat to Avondale prisoners or to Detention Facility employees and/or the Tolleson prisoner's medical condition would create a need for medical care that cannot be provided at the Detention Facility; or

ii. The Tolleson prisoner's behavior or mental state demonstrates that the prisoner will pose a threat to Avondale prisoners or to Detention Facility employees; or

iii. Because of events outside of the control of Avondale, it will be unfeasible for the Avondale City Court Judge to administer the Administrative Services for the Tolleson prisoner prior to the next regularly scheduled Avondale initial court appearances.

B. Tolleson shall provide, as requested by Avondale, such administrative supplies as may be necessary for Avondale to accept and process Tolleson prisoners including, but not limited to, fingerprint compliance forms and prisoner DNA packets.

C. Subject to Section 4 below, Tolleson shall be responsible for paying all costs incurred by third parties providing medical care to Tolleson prisoners while such prisoners are in the custody of Avondale.

1.2 Administrative Services. Avondale agrees to make available the Avondale City Court Judge to administer the initial court appearances for each of the Tolleson prisoners charged with misdemeanor offenses. The Parties agree that the Administration Services will be administered for the Tolleson prisoners on the same basis that the Avondale City Court Judge administers initial court appearances for each of the Avondale prisoners charged with misdemeanor offenses.

1.3 Transportation Services. Avondale agrees to transport the Tolleson prisoners charged with felony offenses from the Detention Facility to the County Jail. The Parties agree that the Transportation Services will be administered for the Tolleson prisoners on the same basis that Avondale transports Avondale prisoners to the County Jail. The Parties

acknowledge that Avondale may, but is not required to, transport Tolleson prisoners to or from any locations other than the Detention Facility and the County Jail.

2. Compensation; Payments. For the Initial Term, Tolleson shall pay Avondale $127,877.93 calculated as follows:

a. The cost to pay for one full-time Detention Facility officer, which amount Parties agree is $109,404.72 and includes salaries and wages, benefits, and uniform allowance.

b. Indirect costs, which amount Parties agree is $16,410.71.

c. Costs for medical monitor bracelets, which includes ultra long-range wireless service and Overwatch licensing and cloud services, which amount Parties agree is $2,062.50.

Thereafter, for each subsequent Renewal Term, if any, Tolleson agrees that slight salary and COLA adjustments will be made to the compensation amount as necessary. Tolleson shall pay Avondale the compensation amount agreed upon by the Parties 30 days prior to the beginning of any Renewal Term.

3. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a "Renewal Term"), subject to termination as provided in Section 7 below. At least 30 days prior to the termination of either the Initial Term or a Renewal Term, either Party may provide written notification to the other Party of its intention not to renew this Agreement.

4. Indemnification. To the extent permitted by law each Party shall defend, indemnify and hold harmless the other Party and its council members, departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying Party or its councel members, departments, officers, employees or agents.

5. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program may fulfill the insurance requirement.

6. Budget. Subject to Subsection 7.4 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Termination.

7.1 For Convenience. This Agreement is for the convenience of the Parties and, as such, may be terminated without cause by either Party by providing the non-terminating Party 30 days' written notice of its intention to terminate.

7.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

7.3 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days.

7.4 Agreement Subject to Appropriation. Each Part is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Party. The Parties hereby waives any and all rights to bring any claim against the each other from or relating in any way to the either Party's termination of this Agreement pursuant to this section.

8. Miscellaneous.

8.1 Independent Contractor. Avondale and Tolleson acknowledge and agree that, in providing the services under this Agreement, Avondale shall be considered an independent contractor, not an employee or agent of Tolleson, except as provided in Section 8.12 below. Avondale and its employees are not entitled to worker's compensation benefits from Tolleson. Tolleson does not have the authority to supervise or control the actual work of

Avondale or its employees. Avondale, and not Tolleson, shall determine the time of its performance of the Services provided under this Agreement so long as Avondale performs the Services as set forth in Section 1 above. Tolleson and Avondale do not intend to nor will they combine business operations under this Agreement.

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

8.3 Amendment. This Agreement may be modified only by a written amendment approved by the Parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson. Any attempt at oral modification of this Agreement shall be void and of no effect.

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

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

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

If to Tolleson: City of Tolleson
9055 West Van Buren
Tolleson, Arizona 85353
Attn: Reyes Medrano, Jr., City Manager

With copy to: City of Tolleson
9055 West Van Buren
Tolleson, Arizona 85353
Attn: Joe Estes, City Attorney

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

8.6 Entire Agreement; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

8.7 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8.8 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

8.9 Disposition of Property upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner. With respect to the compensation paid by Tolleson to Avondale pursuant to Section 2 above: (i) if Avondale terminates this Agreement because of a material breach of the Agreement by Tolleson, Avondale shall be entitled to retain the compensation paid by Tolleson; (ii) if Tolleson terminates this Agreement because of a material breach of the Agreement by Avondale or if either Party terminates this Agreement for convenience, Avondale shall return to

Tolleson a prorated portion of the compensation paid by Tolleson pursuant to Section 2 above calculated as of the date Tolleson provides written notice to Avondale of the material breach.

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

8.11 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

8.12 Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

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

8.14 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

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

8.16 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement

and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

IN WITNESS WHEREOF, Avondale and Tolleson have executed this Agreement as of the date of the last signature set forth below.

"Avondale"	"Tolleson"
CITY OF AVONDALE, an Arizona municipal corporation	CITY OF TOLLESON, an Arizona municipal corporation
_____	_____
Mike Pineda, Mayor	Juan F. Rodriguez, Mayor
_____	_____
Date	Date
ATTEST:	ATTEST:
_____	_____
Marcella Sarmiento, City Clerk	Crystal Zamora, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Nicholle Harris Avondale City Attorney	Joe Estes Tolleson City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

SUBJECT: Ordinance 2044-1225 - Acquisition of real property located north of Lower Buckeye Road and east of Dysart Road

MEETING DATE: 12/1/2025

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2044-1225, authorizing the acquisition of fee or lesser interest of real property by purchase, dedication, or condemnation, for public use located north of Lower Buckeye Road and east of Dysart Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has finalized plans for the Dysart Road Sewer Replacement Phase II Project (U0044). The project will address sewer capacity issues south of Buckeye Road/MC 85 by accommodating for increased sewer flows, correct slope issues in the 7th Street sewer between Corral Street and Harrison Drive and provide a new sewer connection in the existing 15-inch sewer in Eliseo C. Felix Jr. Way.

The project scope calls for the installation of 3,300 linear feet of gravity sewer to be constructed in three separate construction phases in three consecutive fiscal years. This phase of the project includes the installation of approximately 2,000 linear feet of 12-inch gravity sewer along Dysart Road from Harrison Drive to the existing 15-inch gravity sewer in the Eliseo C. Felix, Jr. Way alignment. This sewer alignment passes through three parcels that will require the acquisition of a utility easement agreement for the infrastructure and a temporary construction easement agreement to allow contractors room for construction and for storage of materials during construction activities. One of the parcels is owned by The Marbella Park Community Association (the “HOA”).

DISCUSSION:

The City intends to purchase an easement for public utility purposes containing 4,100 square feet and a temporary construction easement containing 2,924 square feet along property identified by Assessor's Parcel Number 500-55-074. Compensation was based on a market analysis of comparable sales and an offer of $1,830 was presented and accepted by the HOA.

Upon completion and acceptance of the project by the City, the temporary construction easement will no longer be needed and will be formerly terminated by Staff.

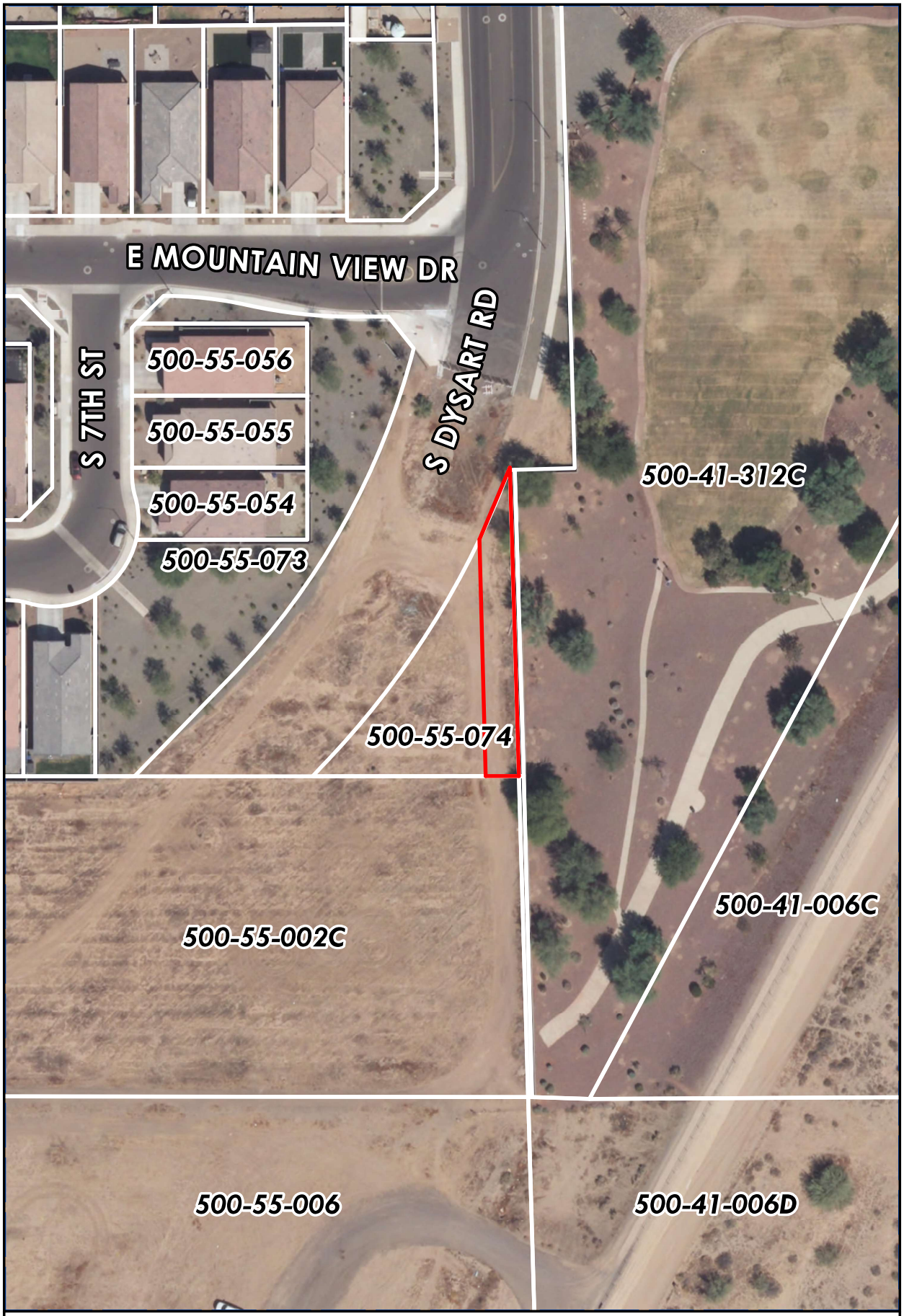
BUDGET IMPACT:

Funding for land acquisition is included in the FY2026 CIP program under Project U0044, which has been approved by City Council.

RECOMMENDATION:

Staff recommends City Council adopt an ordinance authorizing the acquisition of fee or lesser interest of real property by purchase, dedication, or condemnation, for public use located north of Lower Buckeye Road and east of Dysart Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*



Marbella Park Sewer Easement

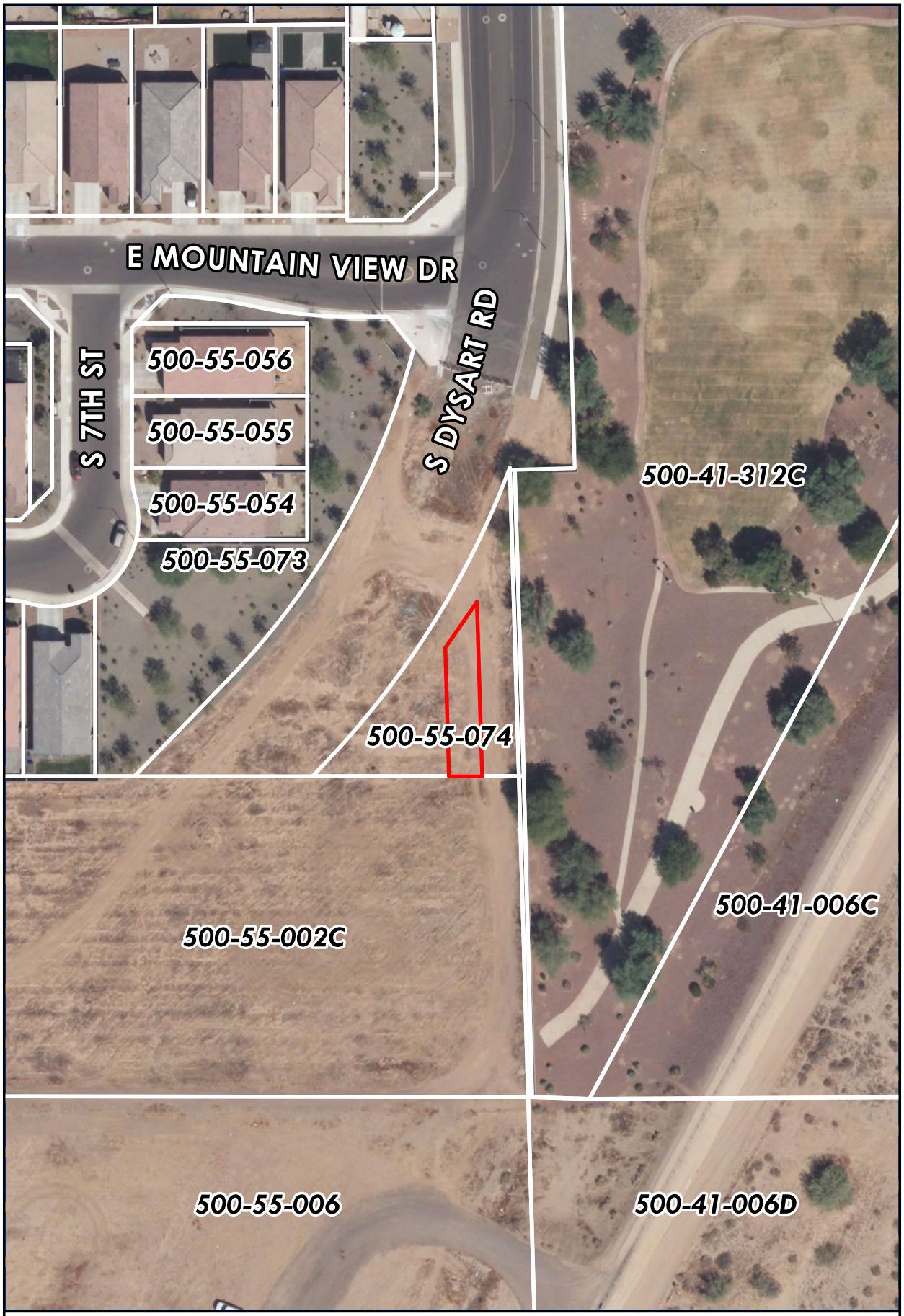
Avondale

Sewer Easement

Not to Scale

Prepared on 11/17/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\Marbella Park



Marbella Park Temporary Construction Easement

Avondale

Construction Easement

Not to Scale

Prepared on 11/17/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\Marbella Park

ORDINANCE NO. 2044-1225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AS A PUBLIC UTILITY EASEMENT FOR THE DYSART ROAD SEWER REPLACEMENT PHASE II PROJECT, AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM THE MARBELLA PARK COMMUNITY ASSOCIATION FOR PROJECT CONSTRUCTION ACCESS.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest or estate, inside or outside its corporate limits, for any City purpose as the City's interests may require; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to authorize the acquisition of a public utility easement, generally located southeast of Dysart Road and north of Lower Buckeye Road in Avondale, Arizona, and assigned Maricopa County Assessor's Parcel Number 500-55-074, from The Marbella Park Community Association for public use as a public utility easement; and

WHEREAS, the City Council desires to accept from The Marbella Park Community Association (the "Owner") a temporary construction easement upon, over, and across Maricopa County Assessor's Parcel Number 500-55-074, generally located southeast of Dysart Road and north of Lower Buckeye Road in Avondale, Arizona, for construction relating to the Dysart Road Sewer Replacement Phase II Project.

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 acquisition, by purchase, condemnation or dedication of an easement from The Marbella Park Community Association, generally located southeast of Dysart Road and north of Lower Buckeye Road in Avondale, Arizona, consisting of ± 0.094 acres and assigned Maricopa County Assessor's Parcel Number 500-55-074 as more particularly described in Exhibit A and depicted in Exhibit B to the Public Utility Easement Agreement, attached hereto at Exhibit 1 is hereby authorized.

SECTION 3. A temporary construction easement upon, over, and across real property totaling ± 0.067 acres of Parcel Number 500-55-074, generally located southeast of Dysart Road

and north of Lower Buckeye Road in Avondale, Arizona, as more particularly described and depicted in Exhibit A to the Temporary Construction Easement, attached hereto at Exhibit 2, is hereby accepted by the City from The Marbella Park Community Association.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 1, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2044-1225

[Public Utility Easement Agreement]

See following pages.

When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. §11-1134(A)(2)

PUBLIC UTILITY EASEMENT AGREEMENT

GRANTOR: THE MARBELLA PARK COMMUNITY ASSOCIATION, an Arizona nonprofit corporation ("Grantor")

GRANTEE: CITY OF AVONDALE, an Arizona municipal corporation (the "City")

THIS PUBLIC UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into on _____, 20__, by and between the Grantor and the City for the purposes set forth below.

RECITALS

A. Grantor is the record owner of certain real property at the location identified on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The Grantor and the City desire to enter into this Agreement for Grantor to grant to the City a non-exclusive, perpetual easement (the "PUE") together with the necessary right of access, ingress and egress over the Easement Area, for purposes of installing, operating, inspecting, accessing, maintaining, repairing, replacing, or removing aboveground and underground public utility facilities (the "Facilities") within the Easement Area, as described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City the Easement Area for the purposes of installing, operating, inspecting, accessing, maintaining, repairing, replacing, or removing aboveground and underground public utility facilities (the "Facilities") within the Easement Area, as described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

2. Grantor's Uses. Grantor shall not, and shall not permit others to, construct, install or place any building or structure or improvement, drill any well, store materials of any kind, or alter ground level by cut or fill within the Easement Area without the prior written approval of the Grantee. Additionally, Grantor's use of the Easement Area shall be in compliance with all applicable City of Avondale codes and ordinances as may be amended from time to time; such ordinance requirements include, but are not limited to, having to obtain right-of-way and/or encroachments permits, as may be applicable. Grantor shall not grant or convey any rights related to the Easement Area that conflict or interfere with the rights herein given to Grantee

3. Improvements and Vegetation. Grantee shall have the right to remove structures and improvements on the Easement Area whenever necessary to install, repair, replace or maintain Facilities or use the Easement Area as permitted herein, and further shall have the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation on the Easement Area whenever reasonably necessary for its use, operation, maintenance of, and access to the Facilities or for safety or reliability reasons.

4. Ownership and Authority to Execute. Grantor represents and warrants that Grantor is the owner of the Easement Area. The individual(s) executing this document represents and warrants that: (i) he or she is authorized to do so on behalf of Grantor; and (ii) he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

5. Governing Law, Venue, Jurisdiction, Construction, and Severability. This instrument shall be construed in accordance with the laws of the State of Arizona. A party shall bring any action related to a dispute arising out of this Agreement in a court of appropriate venue and jurisdiction in Maricopa County, State of Arizona. If any provision of this Agreement is or becomes illegal, or is found to be null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

6. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all third-party Claims arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims arise out of or are related to the use of the Easement Area and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, or employees. The indemnity, duty to defend, and hold harmless requirements stated in this PUE shall include, but are not limited to, any and all claims for injury to persons, loss of life, or damage to property. For the purpose of this PUE, the term "Claims" means, collectively, all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated with all such matters).

7. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

8. Amendments. This Agreement may be amended only by recording, in the office of the Recorder of Maricopa County, Arizona, an instrument in writing reciting such amendment,

bearing the acknowledged signatures of both Grantor and Grantee, or their successors and assigns.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Cancellation by City. This Agreement may be cancelled by the City or the Grantor pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the Grantor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

"**Grantor**"

THE MARBELLA PARK COMMUNITY ASSOCIATION,
an Arizona nonprofit corporation

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20___, by _____, _____ of The Marbella Park Community Association, an Arizona nonprofit corporation, on behalf of the company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
PUBLIC UTILITY EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARBELLA PARK COMMUNITY ASSOCIATION

[Legal Description]

See following page.

MAY 28, 2025

PROJECT # 242024-S

SEWER EASEMENT FOR APN: 500-55-074

LEGAL DESCRIPTION

A 25 FOOT WIDE STRIP OF GROUND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, MARKED BY A BRASS CAP, FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 15 MARKED BY A BRASS CAP STAMPED "LS 41282" BEARS NORTH 01°32'14" WEST, 2641.25 FEET;

THENCE NORTH 01°32'14" WEST, 860.37 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15, TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'20" WEST, 25.01 FEET, ALONG THE SOUTH LINE OF TRACT H AS SHOWN IN THE FINAL PLAT FOR "MARBELLA PARK", BOOK 1487, PAGE 31, OF MARICOPA COUNTY OF RECORDS;

THENCE NORTH 01°32'14" WEST, 138.86 FEET, PARALLEL WITH AND 25.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF DYSART ROAD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH POINT THE RADIUS BEARS NORTH 63°08'06" WEST, 540.00 FEET;

THENCE NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF DYSART ROAD AS SHOWN IN SAID FINAL PLAT FOR "MARBELLA PARK", BEING ALONG THE SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°12'38", AN ARC LENGTH OF 58.53 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 01°32'14" EAST, 192.48 FEET, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, TO THE **POINT OF BEGINNING**.

CONTAINS 4,110 SQUARE FEET OR 0.094 ACRES, MORE OR LESS.

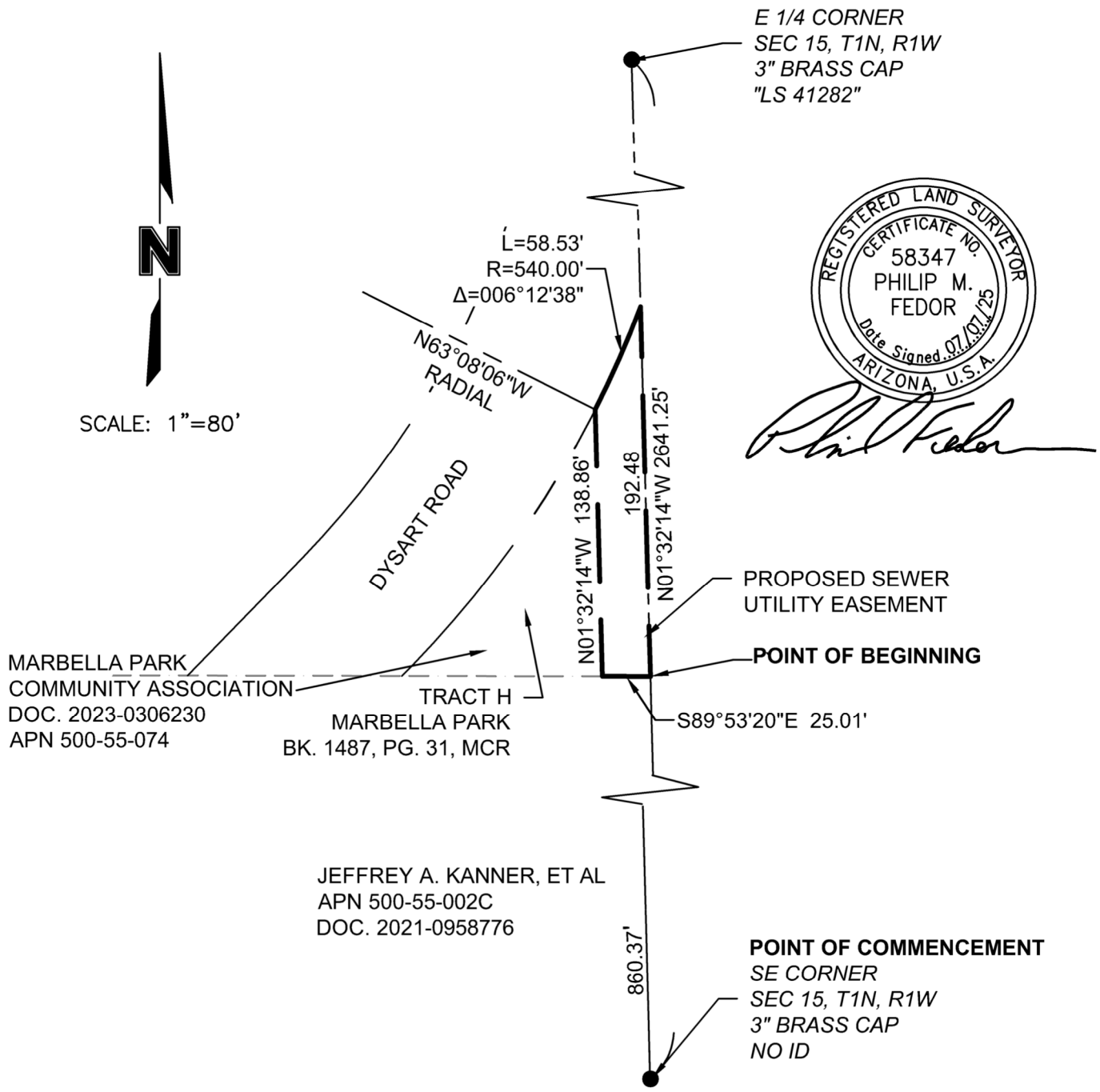
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 06/03/25
ARIZONA, U.S.A.

EXHIBIT B
TO
PUBLIC UTILITY EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARBELLA PARK COMMUNITY ASSOCIATION

[Map]

See following page.

EXHIBIT



SHEET 1 OF 1	DRAWN BY: ARN CHECKED BY: TMC APPROVED BY: PMF QA/QC BY: TMC PROJECT NO.: 242024-S DRAWING NO.: EXH-242024-S DATE: 05/29/2025	ALTA ENVIRONMENTAL & INFRASTRUCTURE **SEWER EASEMENT** 4940 S. WENDLER DR, SUITE 150, TEMPE, AZ 85282 (480) 323-5314

EXHIBIT 2
TO
ORDINANCE NO. 2044-1225

[Temporary Construction Easement]

See following pages.

When recorded return to:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. §11-1134(A)(2)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into on _____, 20__, by and between THE MARBELLA PARK COMMUNITY ASSOCIATION, an Arizona nonprofit corporation ("Grantor") and the CITY OF AVONDALE, an Arizona municipal corporation ("Grantee").

RECITALS

A. Grantor is the record owner of certain real property as shown on Exhibit A, attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee has requested, and Grantor has agreed to grant to the Grantee, a non-exclusive temporary construction easement upon, over, across, in, through and under certain portions of Grantor's Property for the purpose of constructing a sewer line as part of the Avondale Dysart Road Sewer Phase II Project (U0044) (the "Improvements").

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee a temporary construction easement (the "Easement") upon, over, across, in, through and under the Grantor Property, at the location legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area") for purpose of performing the Improvements.

2. Maintenance and Use of Temporary Construction Easement. Grantor shall not maintain the Grantor Property in a manner that impairs the ability or capacity of Grantee to fully utilize the Easement Area. Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Grantor Property any fence, wall, structure or other improvement

or obstruction that may interfere with or impede Grantee's access to the Easement Area or the Grantee's right to perform the Improvements.

3. Term. This Agreement and the rights, privileges and duties contained herein shall remain in full effect until the Improvements are complete, when it shall automatically terminate, unless extended by mutual written agreement of the parties hereto.

4. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, for, from and against any and all losses, liabilities and expenses which may be claimed or asserted against Grantor, its successors or assigns, or the Grantor Property, arising from the Grantee's negligent acts in conjunction with the use of the Easement.

5. Consideration. Grantor agrees that the Improvements will provide a benefit to the Grantor Property and that Grantee has paid fair market value for the Easement.

6. Reservation of Rights. Grantor hereby reserves all such rights and privileges in the Grantor Property as may be used and enjoyed by Grantor without interfering with or abridging the rights conveyed to Grantee.

7. Running of Benefits and Burdens. This Agreement shall be appurtenant to and run with the land. This Agreement shall be binding upon Grantor and Grantee and their respective successors and assigns, as applicable, and the Grantor Property and Grantee property, as applicable.

8. Attorney's Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Grantee and the Grantor.

11. Cancellation by Grantee. This Agreement may be cancelled by Grantee pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

"**GRANTOR**"

THE MARBELLA PARK COMMUNITY ASSOCIATION,
an Arizona nonprofit corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____, _____ of THE MARBELLA PARK COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, on behalf of the company.

_____
Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Grantee**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public

(affix notary seal here)

EXHIBIT A

TO

TEMPORARY CONSTRUCTION EASEMENT
BETWEEN
THE MARBELLA PARK COMMUNITY ASSOCIATION
AND
THE CITY OF AVONDALE

[Legal Description and Map of Grantor Property and Easement Area]

See following pages.

JUNE 9, 2025

PROJECT # 242024-S

TEMPORARY CONSTRUCTION EASEMENT

FOR APN: 500-55-074

LEGAL DESCRIPTION

A 25 FOOT WIDE STRIP OF GROUND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, MARKED BY A BRASS CAP, FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 15 MARKED BY A BRASS CAP STAMPED “LS 41282” BEARS NORTH 01°32'14” WEST, 2641.25 FEET;

THENCE NORTH 01°32'14” WEST, 860.37 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE DEPARTING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, NORTH 89°53'20” WEST, 25.01 FEET, ALONG THE SOUTH LINE OF TRACT H AS SHOWN IN THE FINAL PLAT FOR “MARBELLA PARK”, BOOK 1487, PAGE 31, OF MARICOPA COUNTY OF RECORDS TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°53’20” WEST, 25.01 FEET ALONG THE SOUTH LINE OF TRACT H AS SHOWN IN THE FINAL PLAT FOR “MARBELLA PARK”, BOOK 1487, PAGE 31, OF MARICOPA COUNTY OF RECORDS;

THENCE NORTH 01°32'14” WEST, 96.50 FEET, PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF DYSART ROAD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH POINT THE RADIUS BEARS NORTH 57°58’48” WEST, 540.00 FEET;

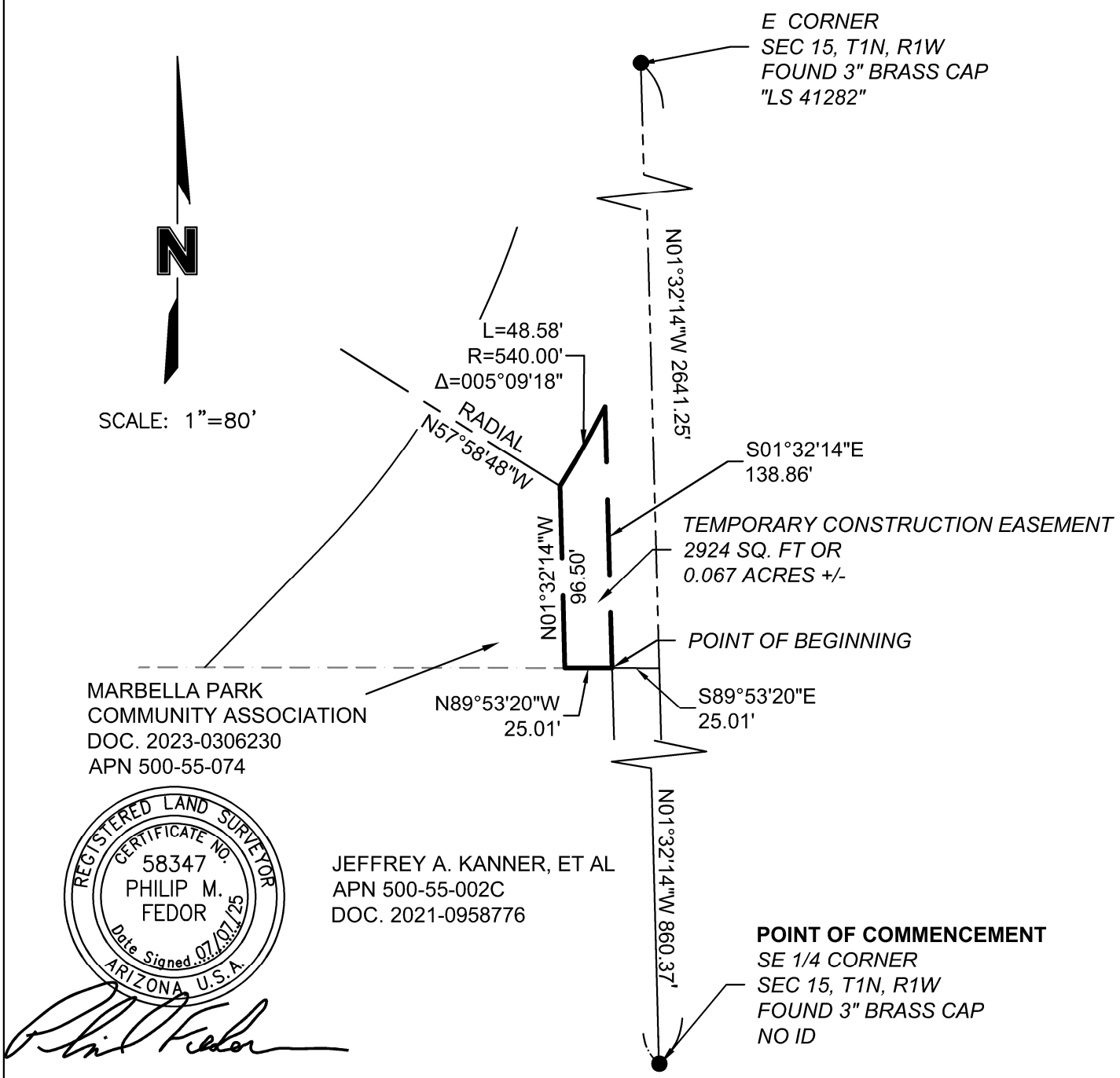
THENCE NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF DYSART ROAD AS SHOWN IN SAID FINAL PLAT FOR “MARBELLA PARK”, BEING ALONG THE SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°09’18”, AN ARC LENGTH OF 48.58 FEET;

THENCE SOUTH 01°32'14” EAST, 138.86 FEET, PARALLEL WITH AND 25.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, TO THE **POINT OF BEGINNING**.

CONTAINS 2,924 SQUARE FEET OR 0.067 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 06/09/25
ARIZONA, U.S.A.

EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 07/07/25
ARIZONA U.S.A.

SHEET 1 OF 1	DRAWN BY: PMF CHECKED BY: TMC APPROVED BY: PMF QA/QC BY: TMC PROJECT NO.: 242024-S DRAWING NO.: EXH1-242024-S DATE: 07/07/2025	ALTA ENVIRONMENTAL & INFRASTRUCTURE **TEMPORARY CONSTRUCTION EASEMENT** 4940 S. WENDLER DR, SUITE 150, TEMPE, AZ 85282 (480) 323-5314

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Ordinance 2045-1225 – Acceptance of Donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Tolleson Union High School District

MEETING DATE: 12/1/2025

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2045-1225, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Tolleson Union High School District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Staff has finalized plans for the expansion of the Charles W. Wolf Water Reclamation Facility (WRF) (Project U0219), which will increase the average daily maximum capacity of the WRF from 9 to 12 million gallons per day (MGD) to handle flows associated with expected growth. The main project elements include capacity increases, upgrades to headworks equipment (the front-end processes that removes debris and grit), instrumentation and electrical upgrades, secondary treatment processes, odor control improvements, disinfection, solids handling systems, and other related plant processes that require the upgrade or capacity increases to meet the 12 MGD demand.

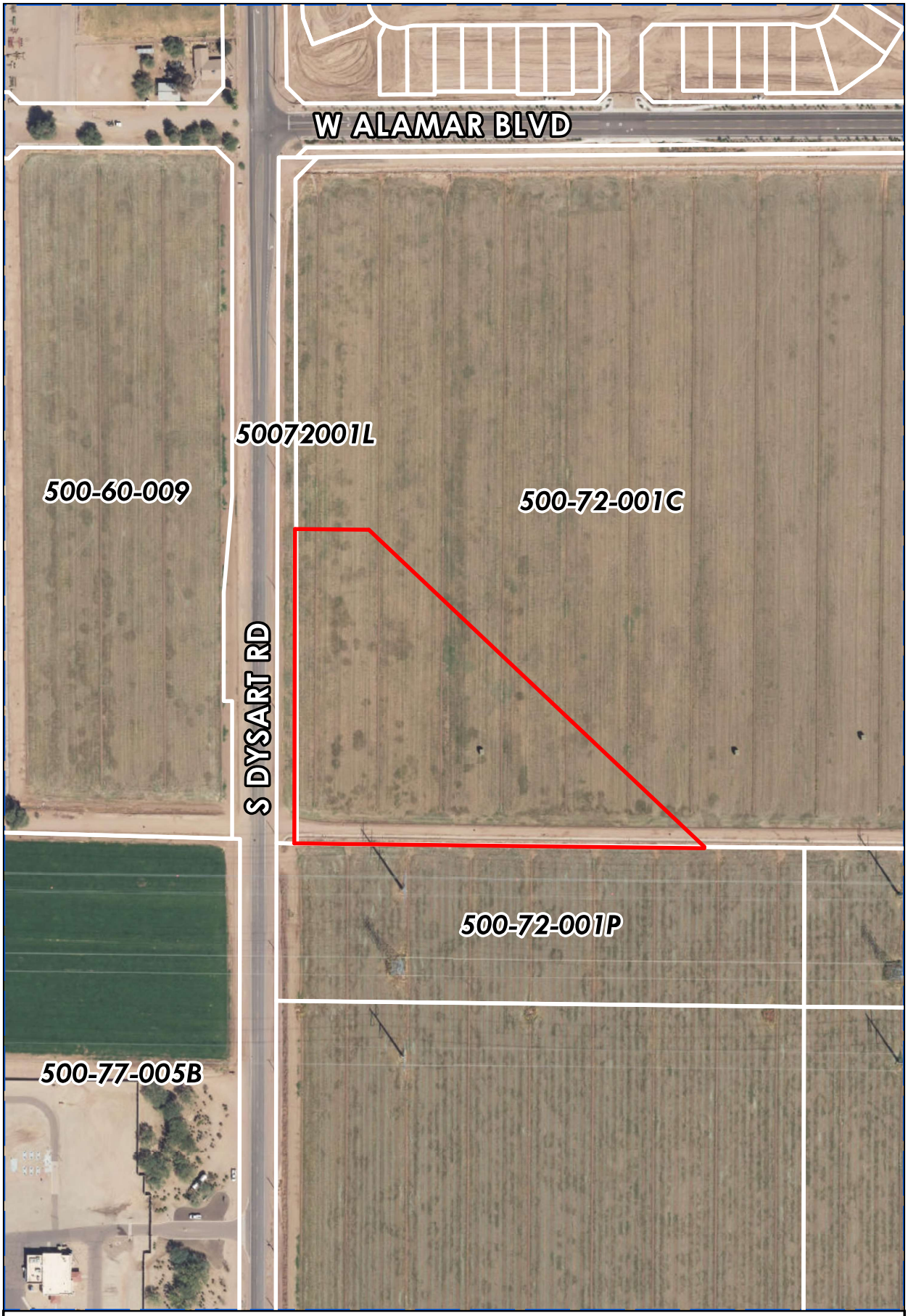
To facilitate construction of the project, the City needs to secure a “Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks” from several adjacent property owners. City Council previously adopted Ordinances 2029-0725 and 2030-0725 accepting easement donations from Brookfield Lakin, LLC, and Thomas Title and Escrow, LLC, respectively. For this submittal, the City will accept an easement donation from Tolleson Union High School District (Tolleson) along parcels identified by Assessor’s Parcel Numbers 500-72-001C and 500-72-001P.

DISCUSSION:
Tolleson will donate an easement containing +/-10.41 combined acres.

BUDGET IMPACT:
The easements will be donated at no cost. However, there are minimal real estate transaction costs which will be covered by the existing project budget.

RECOMMENDATION:
Staff recommends City Council adopt Ordinances authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Tolleson Union High School District for public use for the Water Reclamation Facility Phase 2 Expansion Project (U0219) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*



Noise, Odor, and Aesthetic Easement for 500-72-001C

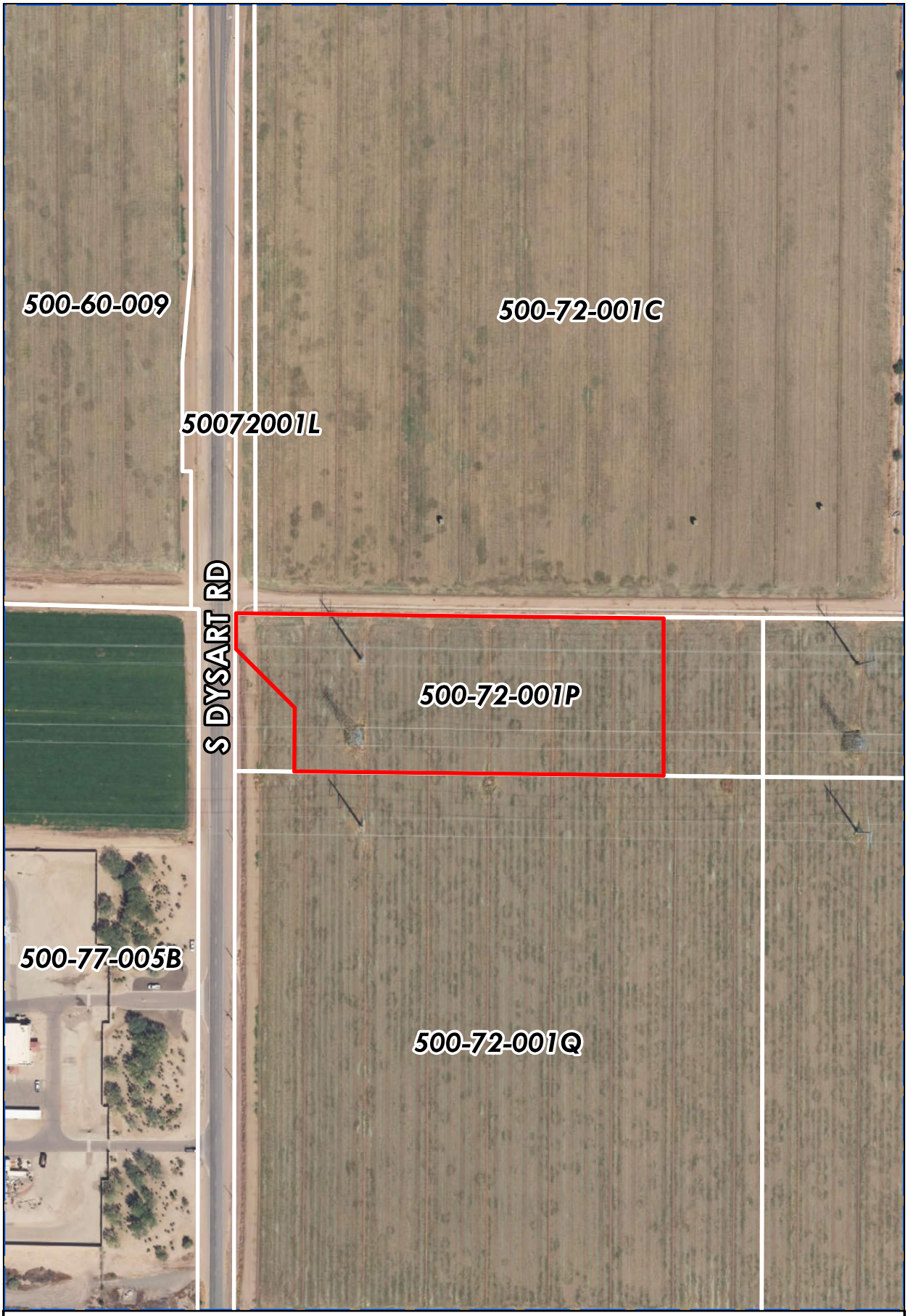
Avondale

Easement

Not to Scale

Prepared on 10/29/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\50072001C-P Easement



Noise, Odor, and Aesthetic Easement for 500-72-001P

Avondale

Easement

Not to Scale

Prepared on 10/29/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\50072001C-P Easement

ORDINANCE NO. 2045-1225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DONATION OF TWO PERPETUAL EASEMENTS FROM TOLLESON UNION HIGH SCHOOL DISTRICT, PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS ON REAL PROPERTY LOCATED GENERALLY SOUTH OF ALAMAR BOULEVARD AND EAST OF SOUTH DYSART ROAD.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to accept, from Tolleson Union High School District (the "Owner"), the donation of real property for public use, generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona.

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 donation of two perpetual easements providing for noise, odor and aesthetic setbacks, by written agreement of the Owner and the City attached hereto as Exhibit A, for parcel APN 500-72-001C, over and across ± 5.75 acres of real property and for parcel APN 500-72-001P, over and across ± 4.66 acres of real property, both incorporated herein by reference and generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona, as more particularly described and depicted on Exhibit 2 of Exhibit A attached hereto and incorporated herein by reference, are hereby accepted by the City from Tolleson Union High School District for public use.

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

[SIGNATURES ON FOLLOWING PAGE

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 1, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2045-1225

[Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks]

See following pages.

When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. §11-1134(A)(2)

PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO THE CHARLES M. WOLF WATER RESOURCES CENTER

GRANTOR: TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, a political subdivision of the State of Arizona (the "Grantor")

GRANTEE: CITY OF AVONDALE, an Arizona municipal corporation (the "City")

THIS PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO THE CHARLES M. WOLF WATER RESOURCES CENTER (this "Agreement") is entered into on _____, 2025, by and between the Grantor and the City for the purposes set forth below.

RECITALS

A. The City is the record owner and operator of the Charles M. Wolf Water Resources Center (the "WRF"), a wastewater reclamation and treatment facility that, over time, is planned for development on the entirety of parcel number 500-77-005B as identified in the official records of the Maricopa County Assessor's Office (the "Benefitted Property").

B. The City acquired the Benefitted Property by condemnation, as described in the Final Order of Condemnation, dated November 19, 1991 (the "Condemnation Order"), attached hereto as Exhibit 1. The Condemnation Order also provides for encroachment odor easements on privately owned parcels adjacent to the Benefitted Property (the "Existing Encroachment Easements"). The Existing Encroachment Easements are described in Exhibit B to the Condemnation Order.

C. The City intends to expand the WRF to increase its treatment capacity (the "Expansion Project"). The parties acknowledge that R18-9-B20(I) of Arizona's Administrative Code requires the City, as the owner or operator of the WRF to provide 1,000 foot setbacks from the equipment used on the Property. Because the City is adding certain equipment to the WRF, the boundaries of the 1,000 foot setback for the Expansion Project extend beyond the boundaries of the Existing Encroachment Easements.

D. The Grantor owns certain real property located adjacent to the WRF as described in Document Number 20070853115 and 20230382391 of the Maricopa County Recorder's Office (the "Burdened Property").

E. By this Agreement, Grantor is granting the City a perpetual easement on the portion of the Burdened Property identified and described on Exhibit 2 hereto (the "Easement Area"). The parties desire to establish hereby certain rights and obligations regarding the appearance of the WRF and odor and noise emissions from the WRF that may reach the Burdened Property.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City an easement and right to emit odors and noise from the WRF on, over, across and through the Easement Area subject to the terms and conditions of this Agreement. Grantor specifically acknowledges and accepts that the WRF and the area of the Expansion Project are visible from the Burdened Property and the Easement Area and will continue to look like a wastewater treatment and reclamation facility during and after the Expansion Project.

2. Odor and Noise Limits. The City shall comply with all applicable federal, state, and local laws, rules, and regulations regarding odor and noise emissions from the WRF.

3. Termination. This Agreement shall terminate (1) thirty (30) calendar days after the City gives written notice to the Grantor that the City no longer intends to use the Benefitted Land in connection with the City's water or wastewater operations; or (2) upon the mutual written agreement of the parties. Upon the occurrence of either of these events, Grantor or its successor may request and the City shall provide a Notice of Termination of Easement.

4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

5. Not a Grant to the General Public. It is expressly understood and agreed that this Agreement does not grant or convey to members of the general public any rights of ownership, entry, or use within the Easement Area. This Agreement is created solely for the consideration and value set forth above and reserves the ownership of the fee simple estate of the Burdened Property to the Grantor, its successors and assigns.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided, however, that no such additional rights or easements shall impair the City's use of the easement.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Entire Agreement. This instrument contains the entire agreement between the parties relating to the City's use of the Easement Area. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

[SIGNATURES ON THE FOLLOWING PAGES]

"**Grantor**"

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
a political subdivision of the State of Arizona

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2025, by _____.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2025, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT 1
TO
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO
THE CHARLES M. WOLF WATER RESOURCES CENTER
BETWEEN THE CITY OF AVONDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

[Condemnation Order]

See following page.

When recorded mail to:

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

Recording Number
91-0541844

11/19/91 12:27

2 of 2 CATHY

This space reserved

CAPTION HEADING:_____

DO NOT REMOVE

This is part of the official document.

Frank L. Ross
Attorney at Law
P. O. Box 597
505 Plaza Circle, Suite C
Litchfield Park, AZ 85340
Telephone No. (602) 935-1177
State Bar No. 002326

Attorneys for Plaintiff

91 541844

91 NOV 19 PM 12: 14

CERTIFIED COPY

SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

CITY OF AVONDALE, ARIZONA a municipal corporation, Plaintiff, v. LAKIN CATTLE COMPANY, an Arizona corporation; et al., Defendants.	No. CV 88-19977 **FINAL ORDER OF CONDEMNATION** (Assigned to The Honorable Marilyn A. Riddel, Div. 3)

Final judgment was entered in this cause on the 1st day of November, 1991, and it has been shown to the Court that all terms and conditions of said judgment have been satisfied;

IT IS ORDERED, that Plaintiff City of Avondale have, and it is hereby granted, a final order and decree in condemnation in connection with the judgment rendered and entered on November 1, 1991, and that title to and right to possession of said real property described in said judgment and of the real property for the public purpose of construction of a wastewater treatment facility, said property being approximately located on Dysart Road between Southern Avenue and Lower Buckeye Road in Maricopa County, and more particularly described in Exhibit A attached hereto, and upon recording a copy of this Order with the County Recorder of Maricopa County, title in fee simple to the property described

herein shall vest in plaintiff City of Avondale, free and clear of any and all estates, rights, claims, liens and encumbrances, for the purposes herein specified.

IT IS ALSO ORDERED that plaintiff, City of Avondale, have, and it is hereby granted, a final order and decree in condemnation in connection with the judgment rendered and entered on November 1, 1991, and that title to and right to possession of an encroachment odor easement described in said judgment for the public purpose in conjunction with its construction of a wastewater treatment facility, said property being approximately located on Dysart Road between Southern Avenue and Lower Buckeye Road in Maricopa County, and more particularly described in Exhibit B attached hereto, and upon recording a copy of this Order with the County Recorder of Maricopa County, an encroachment odor easement over the property described herein shall vest in plaintiff City of Avondale, free and clear of any and all estates, rights, claims, liens and encumbrances, for the purposes herein specified.

DONE IN OPEN COURT this ____ day of 11/19, 1991.

JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM this 19 day of November, 1991 by:

DUSHOFF, McCALL & ZEITLIN

By
Jack McCall
345 E. Palm Lane, Suite 100
Phoenix, Arizona 85004
Attorneys for Defendant
Lakin Cattle Company

Order: QuickView_
Doc: MP:1991 00541844~04013

Requested By: l.bettini, Printed: 7/22/2016 7:42 AM

91 541844

Copy of the foregoing Final Order of Condemnation mailed this _____ day of _____, 1991, to:

James R. Minter, Esq.
Deputy County Attorney
Office of the County Attorney
111 W. Monroe, 16th Floor
Phoenix, Arizona 85003
Attorney for Maricopa County

_____

[a-lakin.foc.jmd]

Order: QuickView_
Doc: MP:1991 00541844~04013

Requested By: l.bettini, Printed: 7/22/2016 7:42 AM

91 541844

The South half of the Northeast quarter of Section 27, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian except the East 33 feet thereof.

Exhibit A

Encroachment Easement Parcel 2

A parcel of land situated in the Northeast quarter of Section 27, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the East quarter corner of said Section 27;

thence along the East line of said Northeast quarter, North 00° 09' 17" West, a distance of 1297.44 feet to the Southeast corner of the North half of said Northeast quarter;

thence departing said East line, and along the South line of said North half, North 88° 44' 12" West, a distance of 51.19 feet to the TRUE POINT OF BEGINNING;

thence continuing along said South line North 88° 44' 12" West, a distance of 1347.74 feet;

thence departing said South line, North 45° 00' 00" East, a distance of 329.73 feet;

thence North 90° 00' 00" East, a distance of 851.39 feet;

thence South 45° 00' 00" East, a distance of 371.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 272,444.42 s.f. or 6.2545 acres, more or less.

Encroachment Easement Parcel 3

A parcel of land situated in the Northwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the South line of said Northwest quarter, North 89° 05' 25" East, a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said South line South 89° 05' 25" East, a distance of 410.48 feet;

thence departing said South line North 00° 00' 00" East, a distance of 612.15 feet;

thence North 45° 00' 00" West, a distance of 434.16 feet;

thence North 00° 00' 00" East, a distance of 195.35 feet;

thence North 45° 00' 00" West, a distance of 150.90 feet to a point on the Easterly right of way of Dysart Road;

thence along said Easterly right of way South 00° 09' 17" East a distance of 1214.69 feet to the TRUE POINT OF BEGINNING;

Above parcel contains 356,318.42 s.f. or 8.1799 acres, more or less.

Exhibit B

Encroachment Easement Parcel 4

91 541844

A parcel of land situated in the Southwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the North line of said Southwest quarter South 89° 05' 25" East a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said North line South 89° 05' 25" East, a distance of 410.48 feet;

thence South 00° 00' 00" West, a distance of 80.17 feet;

thence South 45° 00' 00" West, a distance of 578.49 feet to a point on the Easterly right of way of Dysart Road;

thence along said right of way North 00° 09' 30" West a distance of 495.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 118,127.97 s.f. or 2.748 acres, more or less.

91 541844

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest NOV 19 1991 19

JUDITH ALLEN, Clerk of the Superior Court of the State of Arizona, in and for the county of Maricopa.

By _____ Deputy

EXHIBIT 2
TO
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO
THE CHARLES M. WOLF WATER RESOURCES CENTER
BETWEEN THE CITY OF AVONDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
[Legal Description of Easement Area]

See following page.

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 2594.90 FEET AND THE BASIS OF BEARING HEREIN;

THENCE SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 737.99 FEET;

THENCE SOUTH 89 DEGREES 23 MINUTES 43 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL DESCRIBED AS HIGH SCHOOL AREA NO. 22 IN DOCUMENT 20070853115, OFFICIAL RECORDS OF MARICOPA COUNTY AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 23 MINUTES 43 SECONDS EAST A DISTANCE OF 133.86 FEET;

THENCE SOUTH 46 DEGREES 37 MINUTES 00 SECONDS EAST A DISTANCE OF 836.35 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 2.65 FEET TO A POINT ON THE SOUTH LINE OF SAID HIGH SCHOOL AREA NO. 22;

THENCE NORTH 89 DEGREES 19 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 742.81 FEET TO THE SOUTHWEST CORNER OF SAID HIGH SCHOOL AREA NO. 22;

THENCE NORTH 0 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID HIGH SCHOOL AREA NO. 22, A DISTANCE OF 569.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.75 ACRES MORE OR LESS.

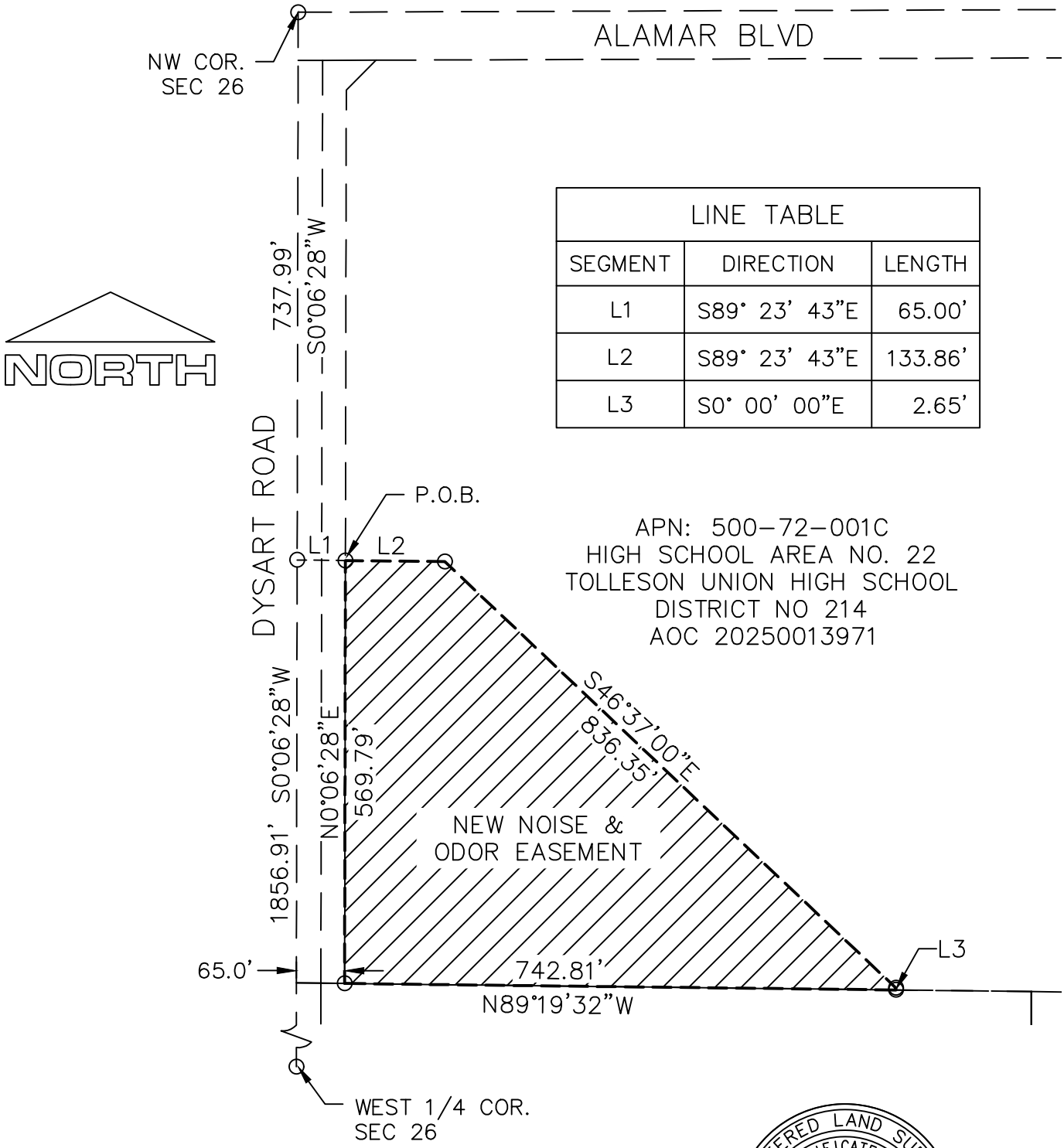
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
01/31/25
Date Signed.....
ARIZONA, U.S.A.

EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	01/31/2025
SCALE:	NTS	SHEET	1 OF 2

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L1	S89° 23' 43"E	65.00'
L2	S89° 23' 43"E	133.86'
L3	S0° 00' 00"E	2.65'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
01/31/25
Date Signed.....
ARIZONA, U.S.A.

EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	01/31/2025
SCALE:	NTS	SHEET	2 OF 2

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 2594.90 FEET AND THE BASIS OF BEARING HEREIN;

THENCE SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1307.70 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 32 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED AS PARCEL NO. 3 IN DOCUMENT 20230382391, OFFICIAL RECORDS OF MARICOPA COUNTY, AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 19 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF SAID PARCEL NO. 3, A DISTANCE OF 774.82 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 285.02 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NO. 3;

THENCE NORTH 89 DEGREES 19 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL NO. 3, A DISTANCE OF 669.16 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ODOR ENCROACHMENT EASEMENT, PARCEL 3, AS DESCRIBED IN DOCUMENT 19910541844, OFFICIAL RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT THE FOLLOWING TWO COURSES:

NORTH 0 DEGREES 14 MINUTES 40 SECONDS EAST A DISTANCE OF 115.08 FEET;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 150.28 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL NO. 3;

THENCE NORTH 0 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL NO. 3, A DISTANCE OF 64.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.66 ACRES MORE OR LESS.

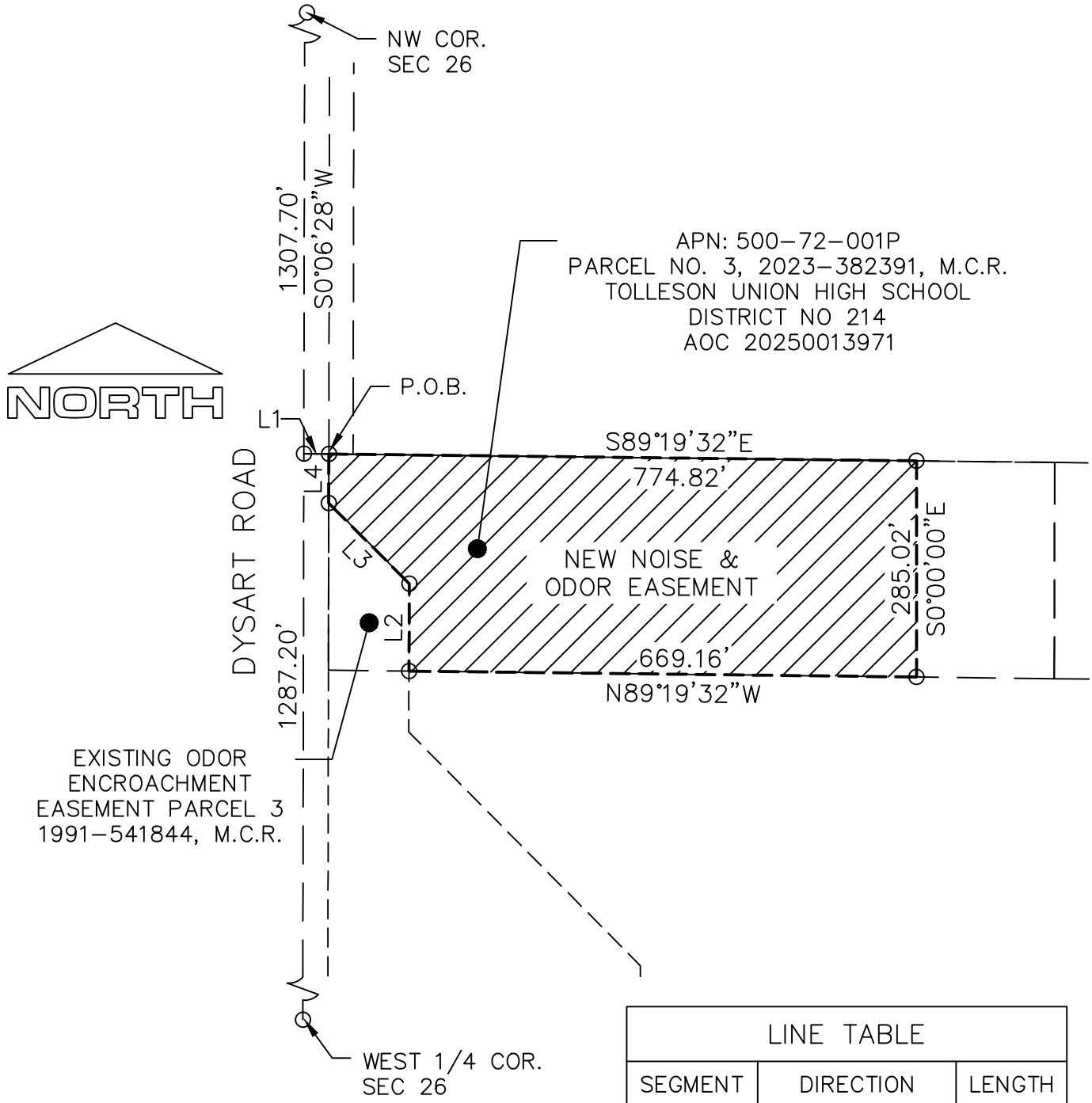
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
Date Signed 02/12/25
ARIZONA, U.S.A.

EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	02/12/2025
SCALE:	NTS	SHEET	1 OF 2

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L1	S89° 19' 32"E	33.00'
L2	N0° 14' 40"E	115.08'
L3	N45° 00' 00"W	150.28'
L4	N0° 06' 28"E	64.92'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
02/12/25
Date Signed
ARIZONA, U.S.A.

EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	02/12/2025
SCALE:	NTS	SHEET	2 OF 2

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Ordinance 2046-1225 - Adopting amendments to Chapter 4 of the City Code, Buildings and Building Regulations, and adopting the 2024 International Code Council Codes with City of Avondale 2024 Building Code Amendments, and the 2023 Edition of the National Electrical Code

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Ordinance 2046-1225, amending Chapter 4 of the City Code, Buildings and Building Regulations, and to adopt by reference the 2024 International Code Council (ICC) building codes, which include the following codes below, with City of Avondale 2024 Building Code Amendments, and adoption of the 2023 Edition of the National Electrical Code. These amendments reflect the incorporation of these codes, remove outdated language, and align administrative provisions with current best practices. Council action will authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Mechanical Code (IMC)
- 2024 International Plumbing Code (IPC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Existing Building Code (IEBC)

• 2024 International Property Maintenance Code (IPMC) (first-time adoption)
• 2024 International Pool and Spa Code (IPSC) (first-time adoption)
• 2023 Edition of the National Electrical Code (NEC)

BACKGROUND:
The City periodically updates its building codes to stay current with industry standards and consistent with the building regulations adopted by neighboring local communities. Chapter 4 of the Avondale Municipal Code currently enforces the 2018 International Code Council (ICC) building codes including the International Building Code, International Residential Code, International Existing Building Code, International Mechanical Code, International Plumbing Code, International Fuel and Gas Code, International Energy Conservation Code, 2017 National Electrical Code, and respective City amendments. These codes were adopted by the City Council in March 2019.

The ICC develops building codes through a national consensus process involving organizations such as the Arizona Building Officials, National Association of Homebuilders, Federal Emergency Management Agency, and the American Institute of Architects. Avondale staff participates in these processes through involvement in the ICC and the Arizona Building Officials Code Amendment Committee.

For regional consistency, Building Officials and Fire Officials from jurisdictions across the Phoenix metropolitan area collaborate to develop a coordinated set of uniform amendments. This regional working group formulated shared 2024 code amendments from 2023 to 2024. Avondale has incorporated these regional amendments along with Avondale specific administrative and technical amendments needed for local conditions and procedures.

The City is also expanding its adopted codes to include the International Property Maintenance Code and the International Pool and Spa Code for the first time. These codes strengthen the City's ability to regulate ongoing property maintenance, address substandard conditions, and enforce pool and spa safety consistent with modern standards.

Staff provided major stakeholders in the development industry, the Homebuilders Association of Central Arizona, Multihousing Association, and Valley Partnership, an opportunity to review and provide feedback on the proposed codes amendments. Staff received a letter of support from the Homebuilders Association of Central Arizona, see attachment, and had no questions or comments from the other associations other than when the City will be approving these amendments.

The Fire Code will be amended separately by the Fire & Medical Department's Fire Marshal's Office.

DISCUSSION:
The 2024 ICC codes include substantial updates related to structural design, fire protection, energy efficiency, existing building provisions, housing maintenance, and pool/spa safety. The new codes reflect advances in materials, construction methods, and lessons learned from national events involving fire, weather disasters, and building failures. Adoption of the updated codes is necessary to ensure that Avondale's regulatory framework protects public safety and aligns with current professional practices.

The update to Chapter 4 - Buildings and Building Regulations will achieve the following:

- Remove outdated code references and obsolete administrative language.
- Insert updated administrative procedures consistent with the 2024 ICC codes.
- Incorporate new authority for enforcement of property maintenance standards and pool/spa safety.
- Improve clarity, organization, and alignment with the City's permitting and inspection processes.

In addition, the amendments will include changes to the ICC building valuation table, resulting in a modest increase in construction valuation used to calculate building permit and plan review fees. ICC updates the building valuation table yearly. Adoption of the current building valuation table is necessary as the existing

building valuation table is from 2012.

BUDGET IMPACT:

If adopted, the new codes will include changes to the International Code Council building valuation table, resulting in a modest increase in construction valuation used to calculate building permit and plan review fees. No additional budget impacts are anticipated.

RECOMMENDATION:

City Council will consider a request to adopt an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations, and to adopt by reference the 2024 International Code Council (ICC) building codes, which include the following codes below, with City of Avondale 2024 Building Code Amendments, and adoption of the 2023 Edition of the National Electrical Code. These amendments reflect the incorporation of these codes, remove outdated language, and align administrative provisions with current best practices. Council action will authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the appropriate documents. The Council will take appropriate action.

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Mechanical Code (IMC)
- 2024 International Plumbing Code (IPC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Property Maintenance Code (IPMC) (first-time adoption)
- 2024 International Pool and Spa Code (IPSC) (first-time adoption)
- 2023 Edition of the National Electrical Code (NEC)

Contact person for document distribution: *Ben Carr, Mark Byrd*

Chapter 4- Buildings and Building Regulations
Article I IN GENERAL

Sections:

~~4-1 Enforcement officer.~~

~~The terms "building official" or "administrative authority" when used in this chapter or in any publication adopted by reference in this chapter shall mean the office of the building inspector; provided, that the city manager may appoint such deputies as needed to perform any inspection work or other functions that may be required by this chapter. (Code 1971, Arts. 8-9; Ord. No. 299, § 2, 2-19-81)~~

4-1. Enforcement Officer. (Amended)

The terms “building official” or “administrative authority”, as used in this chapter or in any publication adopted by reference herein, shall refer to the Chief Building Official of the City of Avondale.

Pursuant to 2024 IBC Sections 103.2 and 103.3, the Chief Building Official is authorized to appoint deputies, assistants, or other personnel as necessary to carry out the functions of the office, including inspections, plan reviews, permit issuance, and enforcement of this code. All deputies and assistants shall have the powers and duties delegated by the Chief Building Official and may act in the name of the office to perform any duties prescribed under this chapter or the adopted codes.

Authority: 2024 IBC Sections 103.2, 103.3; Avondale Municipal Code 1971, Arts. 8–9; Ord. No. 299, Section 2, 2-19-81

~~4-2 Penalty for violation of codes.*~~

~~(a) Any person, firm or corporation violating any of the provisions of the building code, the mechanical code, the housing code, the code for the abatement of dangerous buildings, the electrical code, the plumbing code, the residential code or the one and two family dwelling code as adopted in this chapter shall be guilty of a class one misdemeanor, and upon conviction thereof shall be punished by a fine of not more than two thousand five hundred dollars ($2,500.00) or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.~~
~~(b) Each and every day during any operation or activity in which such violation of any provision of the building code, the mechanical code, the housing code, the code for the abatement of dangerous buildings, the electrical code, the plumbing code, the residential code or the one and two family dwelling code is committed, continued or permitted shall be deemed a separate offense, and shall be punished as provided above. (Ord. No. 346, §§ 9, 10, 7-2-84; Ord. No. 829-01, § 1, 11-19-01)~~
~~Editor's note(s)—Ord. No. 346, §§ 9, 10, enacted July 2, 1984, was nonamendatory of the Code and was included herein as § 4-2 at the discretion of the editor.~~

Section 4-2 – Penalty for Violation of Codes (Amended)

(a) Violation and Penalty

It shall be unlawful for any person, firm, or corporation to violate, cause, permit, or maintain any condition or act in violation of the adopted 2024 International Codes of the City of Avondale, including all Avondale specific amendments thereto.

These codes include, but are not limited to:

The 2024 International Building Code (IBC)
The 2024 International Residential Code (IRC)
The 2024 International Mechanical Code (IMC)
The 2024 International Plumbing Code (IPC)
The 2024 International Fuel Gas Code (IFGC)
The 2024 International Energy Conservation Code (IECC)
The 2023 National Electrical Code (NEC)
The 2024 International Existing Building Code (IEBC)
The 2024 International Property Maintenance Code (IPMC)
The 2024 International Pool and Spa Code (IPSC)

and all associated appendices and local amendments and ordinances adopted by the City of Avondale.

Any person, firm, or corporation who violates, causes, permits, or continues any act, omission, or condition in violation of the foregoing Codes shall be guilty of a Class One misdemeanor. Upon conviction, such person or entity shall be subject to punishment as provided under A.R.S. § 13-707 and A.R.S. § 13-802, and as further authorized by the Avondale City Code, which may include:

A fine not exceeding two thousand five hundred dollars ($2,500) for each offense;
Imprisonment in the county jail for a term not exceeding six (6) months; or Both such fine and imprisonment. Each day that a violation continues, or each separate failure to comply with any provision of the adopted Codes or a lawful order of the Chief Building Official, shall constitute a separate offense.

Nothing in this section shall prevent the City of Avondale, through the Chief Building Official, City Attorney, or other authorized representative, from taking civil, injunctive, or administrative action to restrain, correct, or abate any violation as permitted by law.

(b) Continuing Violations

Each day during which a violation is committed, continued, or permitted shall constitute a separate offense, subject to the same penalties outlined in subsection (a).

(c) Enforcement Authority

The Chief Building Official or authorized deputies shall have the authority to investigate, issue citations, stop work orders, revoke permits, or pursue other enforcement actions for any violation of the adopted codes. This authority explicitly includes the power to suspend or revoke a Certificate of Occupancy (C of O) for a building or structure that is in violation of any adopted code.

(d) Additional Remedies

Nothing in this section limits the City's ability to pursue civil enforcement, injunctive relief, or administrative penalties in addition to criminal penalties.

Authority: 2024 I-Codes (IBC, IRC, IMC, IPC, NFPA 70, IPMC); Avondale Municipal Code 1971; Ord. No. 346, §§9–10, 7-2-84; Ord. No. 829-01, §1, 11-19-01.

4-3—4-15 Reserved.

Article II BUILDING CODE

Sections:

~~4-16 Adopted.~~

~~(a) That certain document designated and marked as the 2018 International Building Code and all appendices contained therein except those appendices specifically identified in this Code and that are identified as being repealed, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Building Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said Building Code as herewith adopted by the City Council of the City of Avondale.~~
~~(1) Appendix A, Section 101 to the 2018 International Building Code is hereby repealed.~~
~~(2) Section 101.2.1 of The Avondale Amendments to the 2018 International Building Code is hereby amended to read as follows:~~
~~[A] Section 101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendices C, and I. (Ord. No. 298, § 1, 2-17-81; Ord. No. 346, § 1, 7-2-84; Ord. No. 382, § 1, 4-7-86; Ord. No. 501, 5-6-91; Ord. No. 702, § 1, 5-17-99; Ord. No. 829-01, § 2, 11-19-01; Ord. No. 917-03, § 1, 3-3-03; Ord. No. 994-04, § 2, 4-19-04; Ord. No. 1248-207, § 2, 2-20-07; Ord. No. 1444-211, § 2, 2-7-11; Ord. No. 1518-613, § 3, 6-3-13; Ord. No. 1686-319, § 3,~~ 3-4-19; Ord. No. 2006-0424, § 1, 4-8-24)

Section 4-16 – Adopted. (Amended)

(a) Adoption of Codes

The following codes, together with the City of Avondale Amendments applicable thereto, are hereby adopted by reference as the Building Codes of the City of Avondale, as if fully set forth herein:

2024 International Building Code (IBC) Amendments
2024 International Residential Code (IRC) Amendments
2024 International Plumbing Code (IPC) Amendments
2024 International Mechanical Code (IMC) Amendments
2024 International Fuel Gas Code (IFGC) Amendments
2024 International Energy Conservation Code (IECC) Amendments
2023 National Electrical Code (NEC) Amendments
2024 International Existing Building Code (IEBC) Amendments
2024 International Swimming Pool and Spa Code (ISPSC) Amendments

2024 International Property Maintenance Code (IPMC) Amendments

These codes regulate the construction, alteration, remodeling, repair, maintenance, conversion, and use of all buildings and structures within the corporate limits of the City. It is unlawful for any person, firm, or corporation to construct, erect, install, alter, repair, move, remove, maintain, or use any building or structure contrary to the provisions of these codes.

(b) Adopted Appendices

The following appendices are adopted by the City of Avondale:
2024 IBC: C, H, I, K, N
2024 IRC: BA, BB, BC, BF, BH, BI, BJ, BK, BL, BM, BN, CA, CB, CD, CE, CF, CG, NE, NF
2024 IPC: B, C, E
2024 IPMC: A

(c) Reference to Amendments

All Avondale specific amendments to the above codes are hereby incorporated into the adopted codes and have the same force and effect as if fully set forth herein.
Authority: City of Avondale Municipal Code; Ordinances 298, 346, 382, 501, 702, 829-01, 917-03, 994-04, 1248-07, 1444-11, 1518-13, 1686-19, 2006-0424; **2024 ICC Codes as adopted**.

~~4-17 Fees.~~

~~The fees for building permits and plan review related to existing buildings shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution. (Ord. No. 348, § 1, 7-16-84; Ord. No. 456, § 1, 5-15-89; Ord. No. 473, §§ 1, 2, 12-4-89; Ord. No. 476, §§ 1, 2, 1-2-90; Ord. No. 642, § 1, 5-19-97; Ord. No. 643, § 1, 5-19-97; Ord. No. 917-03, §§ 2, 3, 3-3-03; Ord. No. 994-04, § 3, 4-19-04; Ord. No. 1686-319, § 4, 3-4-19)~~

4-17 Fees. (Amended)

The Chief Building Official is authorized to adopt and update all building permit, plan review, inspection, and related fees as established in the City of Avondale's 2024 ICC Building Codes and all subsequent building code amendments formally adopted by the City.

Fees adopted by the Chief Building Official shall take effect immediately upon adoption and shall be maintained on file in the Building Services Division for public inspection. The City Council may review the fee schedule as part of the annual budget process, but additional Council approval is not required for the Chief Building Official to implement code-based fee schedules.

(Ord. No. 348, § 1, 7-16-84; Ord. No. 456, § 1, 5-15-89; Ord. No. 473, §§ 1, 2, 12-4-89; Ord. No. 476, §§ 1, 2, 1-2-90; Ord. No. 642, § 1, 5-19-97; Ord. No. 643, § 1, 5-19-97; Ord. No. 917-03, §§ 2, 3, 3-3-03; Ord. No. 994-04, § 3, 4-19-04; Ord. No. 1686-319, § 4, 3-4-19; Ord. No. [TBD-2025], **§ 4, [date-of-adoption])**

~~4-18 Unburned clay masonry.~~

~~(a) Generally. The use of unreinforced masonry of unburned clay units shall be limited to buildings of Group R Division 3 and Group M occupancies of no more than one (1) story in height, unless design and structural calculations are submitted by a registered architect or engineer and approved by the building official.~~

~~(b) Walls. The height of every laterally unsupported wall of unburned clay units shall be not more than ten (10) times the thickness of such walls. Exterior walls, which are laterally supported with those supports located no more than twenty-four (24) feet apart, are allowed a minimum thickness of sixteen (16) inches. Interior walls are allowed a minimum thickness of twelve (12) inches. Designed walls may be a minimum thickness of ten (10) inches provided the height/thickness ratio of ten (10) is maintained.~~

~~(c) Compressive Strength. The unit(s) shall have an average compressive strength of three hundred (300) pounds per square inch when tested in accordance with ASTM.C67. One (1) sample out of five (5) may have a compressive strength of not less than two hundred fifty (250) pounds per square inch.~~

~~(d) Modulus of Rupture. The unit shall average fifty (50) pounds per square inch in modulus of rupture when tested according to the following procedure:~~

~~(1) A cured unit shall be laid over (cylindrical) supports two (2) inches in diameter, located two (2) inches from each end, and extending across the full width of the unit.~~

~~(2) A cylinder two (2) inches in diameter shall be laid midway between and parallel to the supports.~~

~~(3) Load shall be applied to the cylinder at the rate of five hundred (500) pounds per minute until rupture occurs.~~

~~(4) The modulus of rupture is equal to:~~

$$\frac{3WL}{2Bd^2}$$

~~W = Load of rupture~~

~~L = Distance between supports~~

~~B = Width of brick~~

~~d = Thickness of brick~~

~~(e) Soil. The soil used shall contain not less than twenty-five (25) percent and not more than forty-five (45) percent of material passing a No. 200-mesh sieve. The soil shall contain sufficient clay to bind the particles together and shall not contain more than 0.2 percent of water soluble salts.~~

~~(f) Classes of adobe.~~

~~(1) Treated adobes. The term "treated" is defined to mean adobes made of soil to which certain admixtures are added in the manufacturing process in order to limit the adobe's water absorption in order for it to comply with paragraph (j) below. Exterior walls constructed of treated adobe require no additional protection. Stucco is not required.~~

~~(2) Untreated Adobes. Untreated adobes are adobes which do not meet the water absorption specifications of paragraph (j) below. This shall hold even if some water absorption protective agent has been added. The determination as to whether an adobe is treated or untreated is to test for compliance with paragraph (j) below. Exterior walls of untreated adobe are allowed but must comply with paragraph (o) requiring Portland cement plaster applied to the outside. Use of untreated adobes is prohibited within four (4) inches above the finished floor grade, unless an approved vapor barrier is used between wall and stem. Treated adobes may be used for the first four (4) inches above finish floor grade, without a vapor barrier.~~

~~(3) Other Types of Adobe. This chapter applies to construction with all types of adobe including rammed earth and poured earth adobe. The types of adobe shall meet the specifications in this chapter or similar specifications which are approved by the building official.~~

~~(g) Mortar. Where treated adobe is required, mortar shall be treated or may be Type M or S. Where adobes are allowed to be untreated any adobe mortar may be used and/or Type M, S or N. Mortar "bedding" joints shall be full slush type, with partially open "head" joints allowable if surface is to be plastered. All joints shall be bonded (overlapped) a minimum of four (4) inches.~~

~~(h) Sampling. Each of the tests prescribed in this section shall be applied to five (5) sample units selected at random from each five thousand (5,000) bricks to be used.~~

~~(i) Moisture Content. The moisture content of the unit shall be not more than four (4) percent by weight.~~

~~(j) Absorption. A dried four (4) inch cube cut from a sample unit shall absorb not more than two and one-half percent moisture by weight when placed upon a constantly water saturated porous surface for seven (7) days.~~

~~(k) Shrinkage Cracks. No units shall contain more than three (3) shrinkage cracks, and no shrinkage crack shall exceed two (2) inches in length or one-eighth inch in width.~~

~~(l) Use. No adobe shall be laid in the wall for at least three (3) weeks after making, dependent on weather conditions.~~

~~(m) Foundations. Adobes shall not be used for foundation or basement walls. All adobe walls, except as noted under Group M buildings, shall have a continuous concrete footing at least eight (8) inches thick and not less than two (2) inches wider on each side than the foundation stem walls above. All foundation walls which support adobe units shall extend to an elevation not less than eight (8) inches above the finish grade. Foundation walls shall be at least as thick as the exterior wall as specified in Section 2405(a) of the Uniform Building Code. Where stem wall insulation is used, a variance is allowed for the stem wall width to be two (2) inches smaller than the width of the adobe wall it supports.~~

~~(n) Bond Beam. All exterior adobe walls shall have a continuous concrete bond beam with a minimum width of ten (10) inches and a minimum depth of ten (10) inches. All concrete bond beams shall be reinforced with a minimum of two (2) No. 4 reinforcing rods.~~

~~(o) Plastering. All untreated adobe shall have all exterior walls plastered on the outside with Portland cement plaster, minimum thickness three-fourths inches in accordance with Chapter 47 of the Uniform Building Code. Protective coatings other than plaster are allowed, provided such coating is equivalent to Portland cement in protecting the untreated adobes against deterioration and/or loss of strength due to water. Metal wire mesh minimum 20 gauge by one (1) inch opening shall be securely attached to the exterior adobe wall surface by nails or staples with minimum penetration of one and one-half inches. Such mesh fasteners shall have a maximum spacing of sixteen (16) inches from each other. All exposed wood surfaces in adobe walls shall be treated with an approved wood preservative before the application of wire mesh.~~

~~(p) Piers. A minimum twenty-eight (28) inch wall section shall be required between openings and openings shall not be placed within twenty-eight (28) inches of exterior corners.~~

~~(q) Partitions of Wood. Shall be constructed as specified in Chapter 25 of the Uniform Building Code, wood partitions shall be nailed to nailing blocks laid up in the adobe wall or bolted through the adobe wall the height of the partition, with one-half inch diameter bolts twenty-four (24) inch on center with large washers or plates, or other approved methods.~~

~~(r) Wood lintels. Wood lintels designed to support all imposed loads are permitted up to a maximum span of six (6) feet and shall have a minimum twelve (12) inch bearing.~~

~~(s) Alternate Methods. Alternate methods to those provided in this section (Section 2405 of the Uniform Building Code) may be approved pursuant to Section 105 of the Uniform Building Code.~~

~~(t) Stresses. All masonry of unburned clay units shall be so constructed that the unit stresses do not exceed those set forth in Table No. 24-C of the Uniform Building Code. (Ord. No. 371, § 1, 5-20-85)~~

4-18 Stabilized Adobe and Earthen Masonry (Amended)

Scope:

This section governs the use, design, testing, and installation of stabilized adobe and earthen masonry units in all building types and occupancies regulated under the 2024 International Building Code (IBC) and 2024 International Residential Code (IRC) within the City of Avondale.

1. Material Standards:

Only stabilized adobe units meeting specific criteria are permitted. The units must achieve a minimum average compressive strength of 700 psi, with no individual unit below 600 psi, tested in accordance with ASTM C1713 or

an approved equivalent. The modulus of rupture shall be a minimum of 75 psi, tested per ASTM C1713 or an approved equivalent. Moisture absorption shall not exceed 8 percent by weight when tested under applicable ASTM standards. Unstabilized adobe or earthen masonry is strictly prohibited.

2. Design and Submittal Requirements:

All structural designs, including foundations, walls, bond beams, lintels, and anchorage, must be prepared by a registered design professional. Applicants are required to submit structural calculations demonstrating compliance with IBC or IRC requirements, soil composition and mix reports verifying clay and stabilizer content, and material testing results confirming compliance with the compressive strength, modulus of rupture, and absorption limits. All designs and submittals are subject to approval by the Chief Building Official prior to commencement of construction, in accordance with IBC Sections 107.1, 1704.2 and IRC Section R106.1.

3. Construction Requirements:

All adobe or stabilized earthen masonry walls shall be supported on continuous concrete footings or foundation systems designed and constructed in accordance with applicable provisions of the 2024 International Building Code (IBC) or the 2024 International Residential Code (IRC) for structures. Footings shall be designed to safely support the loads imposed by the masonry walls and any roof or floor loads, consistent with soil conditions, wall height, and structural design. Reinforcement, anchorage, and lateral support shall comply with the applicable IBC or IRC provisions for masonry construction.

4. Inspection and Verification:

Material testing shall be conducted on random samples from each batch of adobe units to ensure compliance with the approved standards. In addition, on-site inspections may be required by the Chief Building Official to verify that construction aligns with the approved designs and that all ASTM testing requirements have been satisfied.

5. Prohibited Uses:

Unstabilized adobe is strictly prohibited for any portion of a building. Adobe or earthen masonry shall not be used for foundations, basement walls, or load-bearing elements located below the finished floor unless such use is specifically designed by a registered design professional and approved by the Chief Building Official.
4-19—4-30 Reserved.

Article III ELECTRICITY

Sections:

~~4-31 - Electrical code adopted.~~

~~That certain document designated and marked as the and the 2017 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2017 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion,~~

~~maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 298, § 6, 2-17-81; Ord. No. 346, § 6, 7-2-84; Ord. No. 506, 5-6-91; Ord. No. 705, § 1, 1999; Ord. No. 830-01, § 1, 11-19-01; Ord. No. 917-03, § 4, 3-3-03; Ord. No. 994-04, § 4, 4-19-04; Ord. No. 1248-207, § 3, 2-20-07; Ord. No. 1444-211, § 3, 2-7-11; Ord. No. 1518-613, § 4, 6-3-13; Ord. No. 1686-319, § 5, 3-4-19)~~

4-31 Electrical code adopted. (Amended)

1. **Adoption by Reference**.
   That certain document designated and marked as the 2023 National Electrical Code (NEC), and that portion of the document entitled "The Avondale Amendments to the 2023 National Electrical Code" are hereby adopted by reference as the Electrical Code of the City of Avondale, as if fully set forth herein.

2. **Scope and Purpose**.
   This Code shall regulate and control the installation, construction, remodeling, alteration, repair, conversion, maintenance, use, and removal of electrical systems, equipment, devices, and related installations within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

3. **Unlawful Acts**.
   It shall be unlawful for any person to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove, or demolish any building, structure, premises, or electrical installation in a manner contrary to or in violation of the adopted Electrical Code, or to cause, allow, or permit such acts to occur.

4. **Enforcement and Penalty**.
   Any person violating this Section shall be subject to all enforcement, penalties, and remedies provided under the City of Avondale Code, including those set forth in applicable ordinances related to building and safety compliance.

5. **Availability of Code**.
   Copies of the 2023 NEC and the Avondale specific amendments shall be maintained in the office of the City Clerk and made available to the public.

(Ord. No. 298, § 6, 2-17-81; Ord. No. 346, § 6, 7-2-84; Ord. No. 506, 5-6-91; Ord. No. 705, § 1, 1999; Ord. No. 830-01, § 1, 11-19-01; Ord. No. 917-03, § 4, 3-3-03; Ord. No. 994-04, § 4, 4-19-04; Ord. No. 1248-207, § 3, 2-20-07; Ord. No. 1444-211, § 3, 2-7-11; Ord. No. 1518-613, § 4, 6-3-13; Ord. No. 1686-319, § 5, 3-4-19; **Ord. No. 1800-XX, § 1, 2024)**

~~4-32 Electrical permit required.~~

~~No person shall perform any work regulated by the edition of the National Electrical Code adopted in this article without an electrical permit issued by the building official.~~

4-32. Electrical Permit Required (Amended)

No person shall install, construct, alter, repair, replace, maintain, or remove any electrical system, equipment, or device regulated by the 2023 National Electrical Code (NEC) and the Avondale amendments adopted in Section 4-31 of this Code without first obtaining an electrical permit issued by the Chief Building Official or their designee. Performing electrical work without the required permit shall be deemed unlawful and a violation of this Code and may be subject to stop-work orders, fines, and other enforcement actions authorized by the City of Avondale.

4-33 Permit and inspection fees.

The fees for electrical permits shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution. (Code 1971, 8-5-2; Ord. No. 246, § 1, 7-25-77; Ord. No. 349, § 1, 7-16-84; Ord. No. 387, § 1, 4-21-86; Ord. No. 450, § 1, 5-15-89; Ord. No. 994-04, § 5, 4-19-04; **Ord. No. 1800-XX, § 2, 2024)**

4-34—4-45 Reserved.

ARTICLE IV FUEL GAS CODE

Sections:

~~4-46 Adopted.~~

~~That certain document designated and marked as the 2018 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Fuel Gas Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale, and is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Fuel Gas Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 1248-207, § 7, 2-20-07; Ord. No. 1444-211, § 4, 2-7-11; Ord. No. 1518-613, § 5, 6-3-13; Ord. No. 1686-319, § 6, 3-4-19)~~

Section 4-46. Adopted (Amended)

That certain document designated and marked as the 2024 International Fuel Gas Code (IFGC), and those portions of the document entitled “The Avondale Amendments to the 2024 International Fuel Gas Code”, are hereby adopted by reference as the Fuel Gas Code of the City of Avondale, as if fully set forth herein.

This Code shall regulate and control the installation, construction, alteration, repair, improvement, equipping, use, and maintenance of fuel gas systems and gas-fired appliances within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

It is hereby declared unlawful for any person to install, alter, repair, maintain, use, remove, or cause or permit the same to be done in a manner contrary to or in violation of the adopted Fuel Gas Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

(Ord. No. 1248-207, § 7, 2-20-07; Ord. No. 1444-211, § 4, 2-7-11; Ord. No. 1518-613, § 5, 6-3-13; Ord. No. 1686-319, § 6, 3-4-19; **Ord. No. 1800-XX, § 3, 2024)**

4-47—4-60 Reserved.

Article V MECHANICAL SYSTEMS

Sections:

~~4-61 Mechanical code adopted.~~

~~That certain document designated and marked as the 2018 International Mechanical Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Mechanical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Mechanical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declared to be unlawful to erect, install, alter, repair, add or replace, use or maintain heating, ventilating, comfort-cooling, incinerator or refrigeration equipment or other heat-producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Mechanical Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 298, § 2, 2-17-81; Ord. No. 346, § 2, 7-2-84; Ord. No. 384, § 1, 4-7-86; Ord. No. 503, 5-6-91; Ord. No. 704, § 1, 5-17-99; Ord. No. 831-01, § 1, 11-19-01; Ord. No. 917-03, § 6, 3-3-03; Ord. No. 994-04, § 6, 4-19-04; Ord. No. 1248-207, § 4, 2-20-07; Ord. No. 1444-211, § 5, 2-7-11; Ord. No. 1518-613, § 6, 6-3-13; Ord. No. 1686-319, § 7, 3-4-19)~~

Section 4-61. Mechanical Code Adopted (Amended)

That certain document designated and marked as the 2024 International Mechanical Code (IMC), and those portions of the document entitled “The Avondale Amendments to the 2024 International Mechanical Code”, are hereby adopted by reference as the Mechanical Code of the City of Avondale, as if fully set forth herein.

This Code shall regulate and control the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to, and use of any heating, ventilating, comfort-cooling, refrigeration systems, incinerators, or other heat-producing appliances within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

It is hereby declared unlawful for any person to erect, install, alter, repair, add to, replace, use, or maintain any such mechanical equipment or heat-producing appliances, or to cause or permit the same to be done, in a manner contrary to or in violation of the adopted Mechanical Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

(Ord. No. 298, § 2, 2-17-81; Ord. No. 346, § 2, 7-2-84; Ord. No. 384, § 1, 4-7-86; Ord. No. 503, 5-6-91; Ord. No. 704, § 1, 5-17-99; Ord. No. 831-01, § 1, 11-19-01; Ord. No. 917-03, § 6, 3-3-03; Ord. No. 994-04, § 6, 4-19-04; Ord. No.

1248-207, § 4, 2-20-07; Ord. No. 1444-211, § 5, 2-7-11; Ord. No. 1518-613, § 6, 6-3-13; Ord. No. 1686-319, § 7, 3-4-19; **Ord. No. 1800-XX, § 4, 2024**)

~~4-62 Mechanical permit fees.~~

~~The fees for mechanical permits shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution. (Ord. No. 353, § 1, 8-6-84; Ord. No. 917-03, § 7, 3-3-03; Ord. No. 994-04, § 7, 4-19-04)~~

4-63—4-75 Reserved.

Article VI PLUMBING*

Sections:

~~4-76 Plumbing code adopted.~~

~~That certain document designated and marked as the 2018 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Plumbing Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of the said Plumbing Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 299, §§ 1, 4, 2-17-81; Ord. No. 346, § 7, 7-2-84; Ord. No. 385, § 1, 4-7-86; Ord. No. 502, 5-6-91; Ord. No. 703, § 1, 5-17-99; Ord. No. 994-04, § 8, 4-19-04; Ord. No. 1248-207, § 5, 2-20-07; Ord. No. 1444-211, § 6, 2-7-11; Ord. No. 1518-613, § 7, 6-3-13; Ord. No. 1686-319, § 8, 3-4-19)~~

Section 4-76. Plumbing Code Adopted (Amended)

That certain document designated and marked as the 2024 International Plumbing Code (IPC), including appendices B, C, and E, and those portions of the document entitled “The Avondale Amendments to the 2024 International Plumbing Code”, as if fully set forth herein.

This Code shall regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, or maintenance of any plumbing systems and fixtures within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale. It is hereby declared unlawful for any person to install, alter, repair, maintain, use, or cause or permit the same to be done in a manner contrary to or in violation of the adopted Plumbing Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

(Ord. No. 299, §§ 1, 4, 2-17-81; Ord. No. 346, § 7, 7-2-84; Ord. No. 385, § 1, 4-7-86; Ord. No. 502, 5-6-91; Ord. No. 703, § 1, 5-17-99; Ord. No. 994-04, § 8, 4-19-04; Ord. No. 1248-207, § 5, 2-20-07; Ord. No. 1444-211, § 6, 2-7-11; Ord. No. 1518-613, § 7, 6-3-13; Ord. No. 1686-319, § 8, 3-4-19; **Ord. No. 1800-XX, § 5, 2024)**

~~4-77 Fees.~~
~~The fees for plumbing permits shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution. (Ord. No. 994-04, § 9, 4-19-04)~~
~~Editor's note(s)—Ordinance No. 994-04, § 9, adopted April 19, 2004, repealed § 4-77 in its entirety and added a new § 4-77 as herein set out. Formerly, such section pertained to amendments and derived from Ord. No. 350, § 1, 7-16.84; Ord. No. 350a, § 1, 7-16-84; Ord. No. 453, § 1, 5-15-89.~~
4-78—4-90 Reserved.

ARTICLE VII ENERGY CONSERVATION CODE

Sections:

~~4-91 Adopted.~~

~~That certain document designated and marked as the 2018 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Energy Conservation Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any energy conservation system within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 299, §§ 1, 4, 2-17-81; Ord. No. 346, § 7, 7-2-84; Ord. No. 385, § 1, 4-7-86; Ord. No. 502, 5-6-91; Ord. No. 703, § 1, 5-17-99; Ord. No. 994-04, § 8, 4-19-04; Ord. No. 1248-207, § 5, 2-20-07; Ord. No. 1444-211, § 6, 2-7-11; Ord. No. 1518-613, § 8, 6-3-13; Ord. No. 1686-319, § 9, 3-4-19)~~

4-91. Adopted. (Amended)

That certain document designated and marked as the 2024 International Energy Conservation Code (IECC), together with any Avondale specific amendments adopted by the City Council and on file with the City Clerk, are hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Energy Conservation Code of the City of Avondale and shall regulate and control the design, construction, installation, alteration, repair, replacement, use, and maintenance of energy systems and energy efficiency requirements for all buildings and structures within the City of Avondale.

It shall be unlawful for any person to design, construct, alter, repair, equip, use, occupy, or maintain any building, structure, or system, or cause the same to be done, in violation of any provision of the Energy Conservation Code as herein adopted.

The provisions of this section are hereby declared to be minimum standards and shall not limit the City's authority to impose additional conditions necessary to protect the public health, safety, and welfare. In the event of a conflict between the Energy Conservation Code and any local amendment, resolution, or ordinance of the City of Avondale, the local provisions shall control.

(Ord. No. 299, §§ 1, 4, 2-17-81; Ord. No. 346, § 7, 7-2-84; Ord. No. 385, § 1, 4-7-86; Ord. No. 502, 5-6-91; Ord. No. 703, § 1, 5-17-99; Ord. No. 994-04, § 8, 4-19-04; Ord. No. 1248-207, § 5, 2-20-07; Ord. No. 1444-211, § 6, 2-7-11; Ord. No. 1518-613, § 8, 6-3-13; Ord. No. 1686-319, § 9, 3-4-19; **Ord. No. [NEW-2025], § 9, [Date-of-Adoption])**
4-92—4-100 Reserved.

Article VIII EXISTING BUILDING CODE (Amended)

Sections:

~~4-101 Adopted.~~

~~That certain document designated and marked as the 2018 International Existing Building Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Existing Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Existing Building Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the remodeling, alteration, repair and conversion of existing buildings within the corporate limits of the City of Avondale, and is hereby declared to be unlawful to alter, repair, change, move, remove, maintain or use any house, building or structure within the corporate limits of City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Existing Building Code as herewith adopted by the Council of the City of Avondale.~~

~~(Ord. No. 1686-319, § 4, 3-4-19)~~

4-101. Adopted. (Amended)

That certain document designated and marked as the 2024 International Existing Building Code (IEBC), together with any Avondale specific amendments adopted by the City Council and maintained on file with the City Clerk, are hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Existing Building Code of the City of Avondale and shall regulate and control the repair, alteration, addition, change of occupancy, relocation, and maintenance of existing buildings and structures within the corporate limits of the City of Avondale.

It shall be unlawful for any person to repair, alter, enlarge, move, remove, convert, maintain, occupy, or use any building or structure, or cause or permit the same to be done, in violation of any provision of the Existing Building Code as herein adopted.

The provisions of this section are hereby declared to be minimum standards necessary to safeguard life, health, property, and public welfare. Nothing in this section shall be construed to prevent the City from establishing or enforcing more restrictive requirements when deemed necessary to protect the public interest, structural safety, or environmental quality.

In the event of any conflict between the provisions of the 2024 International Existing Building Code and any local ordinance, resolution, or amendment adopted by the City of Avondale, the local provisions shall govern.

(Ord. No. 1686-319, § 4, 3-4-19; **Ord. No. [NEW-2025], § 4, [Date-of-Adoption])**

~~4-102 Fees.~~

~~The fees for building permits and plan review related to existing buildings shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution. (Ord. No. 1686-319, § 4, 3-4-19)~~

4-103—4-105 Reserved.

Article IX MOVING BUILDINGS

Sections:

Division 1. Generally

~~4-106 Compliance generally.~~

~~Notwithstanding any provisions of this chapter, a residential building may be moved from one location in the city to a location in the city provided the requirements of this article are complied with. (Ord. No. 204, § 1(8-7-1), 10-4-71)~~

4-106. Relocation of Residential Buildings - Compliance Required. (Amended)

Notwithstanding any other provision of this chapter, a residential building may be relocated from one location within the City of Avondale to another location within the City only upon full compliance with all applicable provisions of:
The 2024 International Existing Building Code (IEBC), as adopted;
The 2024 International Residential Code (IRC), as adopted;
The City's Avondale specific amendments to the above codes; and
All other applicable City codes, ordinances, and regulations.
Prior to the issuance of any relocation or moving permit, the Chief Building Official shall review and approve the proposed relocation plan to ensure compliance with structural and life-safety standards. The Chief Building Official may impose such conditions of approval as are necessary to safeguard the public health, safety, and welfare.
It shall be unlawful for any person to relocate or cause to be relocated any residential building within the City without the required approvals, permits, and compliance with this section.

(Ord. No. 204, § 1(8-7-1), 10-4-71; **Ord. No. [NEW-2025], § 1, [Date-of-Adoption])**

~~4-107 Compliance with plumbing and electrical codes required.~~
~~If a residential building moving permit is issued, the residential building, when moved to its new location, must be rewired and replumbed to meet all requirements of articles III and VI of this chapter. (Ord. No. 204, § 1(8-7-3), 10-4-71)~~

4-107. Compliance with Building Codes Required. (Amended)

When a residential building moving permit is issued pursuant to Section 4-106, the building, upon placement at its new location, shall be brought into full compliance with the most recently adopted editions of the following codes of the City of Avondale, including all local amendments:

- International Existing Building Code (IEBC)
- International Residential Code (IRC)
- International Plumbing Code (IPC)
- National Electrical Code (NEC)
- International Mechanical Code (IMC)
- International Fuel Gas Code (IFGC)

All structural, plumbing, mechanical, electrical, and fuel gas systems shall be inspected, upgraded, rewired, replumbed, reconfigured, or otherwise brought into conformance with current code standards prior to issuance of a certificate of occupancy. The Chief Building Official must review and approve all work before occupancy is permitted.

The provisions of this section are declared to be minimum standards necessary to protect life, health, property, and the public welfare. Nothing in this section shall prevent the City from establishing more stringent requirements when necessary to ensure safety or full compliance with the adopted codes.
(Ord. No. 204, §§ 1(8-7-1), 1(8-7-3), 10-4-71; Ord. No. [NEW-2025], §§ 1–2, [Date-of-Adoption])

4-108—4-115 Reserved.

Division 2. Permit

~~4-116 Required.~~

~~No person shall move a residential building from one location in the city to another location in the city~~ without a ~~special permit issued by the city pursuant to this division. (Ord. No. 204, § 1(8-7-1), 10-4-71)~~

4-116. Building Permit Required for Residential Building Relocation. (Amended)

No person shall relocate or move a residential building from one location within the City of Avondale to another location within the City without first obtaining a building permit issued by the Chief Building Official.

The building permit shall be issued only upon verification that the proposed relocation will comply with:
The 2024 International Existing Building Code (IEBC), Chapter 14: Relocated or Moved Buildings, as adopted;
The 2024 International Residential Code (IRC), as adopted;
All applicable Avondale specific amendments to the above codes; and
All other applicable City codes, ordinances, and regulations.

The Chief Building Official may impose conditions of approval to ensure structural integrity, life-safety, energy efficiency, and compliance with City codes.

It shall be unlawful for any person to relocate a residential building without a valid building permit, or in violation of any condition imposed by the Chief Building Official. Violations may result in civil penalties, stop-work orders, revocation of any related permits, and any other remedies available under law.

(Ord. No. 204, § 1(8-7-1), 10-4-71; **Ord. No. [NEW-2025], § 1, [Date-of-Adoption])**

~~4-117 Application and fee.~~

~~(a) Application for a permit to transport and place a residence building in the city shall be made to the city building inspector and shall be accompanied by an application fee of one hundred dollars ($100.00) in addition to any fees that may be required by the Uniform Building Code, which application fee shall not be refundable.~~

~~(b) The application shall include detailed plans for the transportation and placement of the building.~~

~~(c) The application shall be submitted in conformance with such rules and regulations as may be adopted by the city manager. (Ord. No. 204, § 1 (8-7-2), 10-4-71)~~

4-117. Application and Fee for Residential Building Relocation. (Amended)

(a) Application Required.
An application for a building permit to relocate and place a residential building within the City of Avondale shall be submitted to the Chief Building Official. The application shall be accompanied by a non-refundable fee of one hundred eighty-five dollars ($185.00), in addition to any fees required under the City's adopted building codes. No permit shall be issued until all submission requirements are satisfied.

(b) Required Documentation.
The application shall include, at a minimum:
Detailed plans for the transportation, placement, and installation of the building, prepared in accordance with 2024 IEBC Chapter 14 (Relocated or Moved Buildings) and the 2024 IRC; Documentation demonstrating compliance with all applicable plumbing, mechanical, electrical, and fuel gas codes (IPC, IMC, NEC, IFGC) and any Avondale specific amendments; Any additional information requested by the Chief Building Official to ensure public safety, structural integrity, and compliance with all applicable codes, City ordinances, and amendments.

(c) Submission Requirements.
The application shall be submitted in conformance with rules and regulations adopted by the Chief Building Official. If the application is incomplete or fails to meet code requirements, the Chief Building Official shall provide the applicant with a written statement identifying the specific deficiencies. The applicant may submit a corrected or complete application addressing all deficiencies before the permit can be issued.

(d) Compliance.
It shall be unlawful to relocate or place a residential building within the City of Avondale without a valid permit or without full compliance with this section. Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be addressed in accordance with Section R112, Means of Appeals, of the 2024 IRC, but such appeals are limited strictly to interpretation of code provisions and do not apply to denials based solely on administrative completeness or procedural issues.

(Ord. No. 204, § 1(8-7-2), 10-4-71; **Ord. No. [NEW-2025], § [__], [Date-of-Adoption])**

~~4-118 Review and issuance.~~

~~(a) The application for the permit required by this division shall be reviewed by the police department and building inspector to determine if the plans for transportation and placement of such residential building conform with the applicable provisions of this article and of any applicable traffic regulations, building code provisions, and city zoning ordinance provisions, and the chief of police and building inspector shall prepare reports of findings. The application shall be reviewed in conformance with such rules and regulations as may be adopted by the city manager.~~

~~(b) The building inspector shall arrange for the application to be publicly heard by the city planning commission within thirty (30) days of its submission and notice of such application and hearing shall be given by posting~~

~~upon the property upon which the residential building is to be placed at least seven (7) days prior to the hearing. The planning commission shall at the hearing consider the application, any written or oral objections to granting of the permit, the reports of the chief of police and building inspector, the effect of the implacement of the building upon the neighborhood and the community as a whole, and whether the plans for transportation and implacement conform with the provisions of this article and with all other provisions of this Code or state law and with the rules and regulations adopted by the city manager, and determine whether or not a permit shall be issued. If the planning commission refuses to issue a permit, it shall prepare a statement stating why the permit shall not be issued. (Ord. No. 204, § 1(8-7-2), 10-4-71)~~

4-118. Review and Issuance of Building Permit for Residential Building Relocation. (Amended)

(a) The Chief Building Official shall review all applications for a building permit to relocate a residential building within the City of Avondale to another location within the City. The review shall ensure that the proposed relocation, placement, installation, and connection to site utilities and traffic systems comply with the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Residential Code (IRC), the 2024 International Plumbing Code (IPC), the 2024 International Mechanical Code (IMC), the 2024 International Fuel Gas Code (IFGC), the 2024 International Energy Conservation Code (IECC), and all other applicable 2024 I-Codes adopted by the City, together with all City-specific amendments, zoning, traffic, fire, engineering, and public safety regulations.

(b) Submission requirements shall include, but are not limited to: design professional sealed drawings (structural, MEP, transport/placement details), sealed structural calculations, a code compliance narrative referencing the 2024 I-Codes and City amendments, and installation/connection details. The Chief Building Official may adopt rules and regulations to govern the submittal process and may require additional documentation as necessary.

(c) After review, the Chief Building Official shall issue the building permit if all requirements are satisfied. If the submission fails to conform, the permit shall be denied, and the Chief Building Official shall provide the applicant with a written statement identifying the specific code, ordinance, or amendment not satisfied. The applicant may submit a corrected or complete application addressing all deficiencies before the permit can be issued.

(d) Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be addressed to the Chief Building Official. Appeals under Section R112, Means of Appeals, of the 2024 IRC, are permitted only if the dispute involves the interpretation or application of a specific code provision. Appeals do not apply to denials based solely on administrative completeness, submittal deficiencies, or procedural issues.

(e) Upon approval and issuance of the permit, the relocated building shall be inspected in accordance with the requirements of the 2024 I-Codes and City rules at critical stages, including transport, placement/anchorage, utility connections, and prior to occupancy. No certificate of occupancy shall be issued until final inspection approval has been granted by the Chief Building Official.

(f) The Chief Building Official may impose additional conditions or safeguards as necessary to protect public health, safety, and welfare, and to ensure that the relocated building operates in compliance with all applicable codes, City ordinances, and amendments.

(Ord. No. XX-XXXX, § __, [Date-of-Adoption])

~~4-119 Appeals.~~

~~An applicant for the permit required by this division may within fifteen (15) days after the refusal of the planning commission to issue the permit appeal the decision of the planning commission to the city council, which shall publicly hear and consider such application upon the same basis and in the same manner as the planning commission hearing within thirty (30) days after receiving written notice of appeal and after at least seven (7) days notice of said hearing by posting upon the property which the residential building is proposed to be placed. The council shall consider the same matters and objections considered at the planning commission hearing, and shall make a prompt decision as to issuance of the permit, which decision shall be final and conclusive. (Ord. No. 204, § 1(8-7-2), 10-4-71)~~

4-119. Appeals. (Amended)

(a) No building permit shall be issued for the relocation of a residential building within the City of Avondale until the application is complete and fully complies with all applicable City codes, ordinances, and adopted amendments, including the 2024 International Residential Code (IRC), the 2024 International Existing Building Code (IEBC), and any Avondale specific modifications.

(b) If an application is incomplete or fails to meet code requirements, the Chief Building Official shall notify the applicant in writing, specifying all deficiencies or required corrections. The applicant must submit a corrected or complete application addressing all identified deficiencies before the permit can be issued.

(c) Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be appealed in accordance with Section R112, Means of Appeals, of the 2024 IRC, as adopted by the City of Avondale. Such appeals are limited strictly to interpretation of code provisions and do not create a separate right to appeal a permit denial based solely on administrative completeness or procedural issues.

(d) The Chief Building Official shall review corrected applications and issue the permit only upon verification of full compliance with all applicable codes, ordinances, and amendments.

(Ord. No. XX-XXXX, § __, [Date-of-Adoption])

4-120—4-130 Reserved.

Article X RESERVED[1]*

4-131—4-150 Reserved.

Article XI RESIDENTIAL CODE

Sections:

~~4-151 Adopted.~~

~~That certain document designated and marked as the 2018 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building CODE, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International~~

[1]***Editorial Note:** Ord. No. 1497-612, § 1, adopted June 18, 2012, repealed §§ 4-131—4-145, which pertained to signs and derived from Ord. No. 442, § I—X 10-3-88; Ord. No. 587, §§ 2—4, 3-20-95.

~~Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Residential Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip, use, occupy or maintain any one- or two- family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Residential Code as herewith adopted by the Council of the City of Avondale. (Ord. No. 832-01, § 1, 11-19-01; Ord. No. 917-03, § 10, 3-3-03; Ord. No. 994-04, § 10, 4-19-04; Ord. No. 1248-07, § 6, 2-20-07; Ord. No. 1444-211, § 8, 2-7-11; Ord. No. 1518-613, § 9, 6-3-13; Ord. No. 1686-319, § 10, 3-4-19)~~

Sec. 4-151. Adopted. (Amended)

(a) Adoption of the Code.

That certain document designated and marked as the 2024 International Residential Code, together with the City of Avondale Amendments to the 2024 International Residential Code and the following appendices: BA, BB, BC, BF, BH, BI, BJ, BK, BL, BM, BN, CA, CB, CD, CE, CF, CG, NE, and NF, are hereby adopted by reference and declared to be the Residential Code of the City of Avondale, as if fully set forth herein.

(b) Scope of Application.

The Residential Code shall govern the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every residential building or structure, including all appurtenances connected or attached thereto, within the City of Avondale.

(c) Detached Dwellings and Townhouses.

Detached one and twofamily dwellings and townhouses not more than three stories above grade plane in height, and their accessory structures not more than three stories above grade plane in height, shall comply with the provisions of this code and the City of Avondale Amendments to the 2024 IRC.

(d) Middle Housing (State-Mandated Compliance).

Where preempted by Arizona law, including A.R.S. § 9462.10, duplexes, triplexes, and fourplexes shall comply with the 2024 International Residential Code and the City of Avondale Amendments. Nothing in this section shall be interpreted to conflict with applicable state law regarding middle housing.

(e) Unlawful Acts.

It shall be unlawful for any person to construct, enlarge, alter, repair, relocate, replace, maintain, remove, demolish, equip, use, or occupy any residential building or accessory structure, or to cause or permit the same, in violation of any provision of the Residential Code of the City of Avondale.

(Ord. No. 832-01, § 1, 11-19-01; Ord. No. 917-03, § 10, 3-3-03; Ord. No. 994-04, § 10, 4-19-04; Ord. No. 1248-07, § 6, 2-20-07; Ord. No. 1444-211, § 8, 2-7-11; Ord. No. 1518-613, § 9, 6-3-13; Ord. No. 1686-319, § 10, 3-4-19; Ord. No. [XXXX-25], § [X], [Date of Adoption])

Article XII CONSTRUCTION NOISE LIMITATIONS

Sections:

~~4-160 Definitions.~~
~~"Construction work" shall include the following activities: (i) mixing, pouring or finishing concrete, (ii) operating construction related equipment, tools or devices, (iii) erecting, demolishing, altering or repairing any building, structure or project, (iv) loading and unloading construction equipment or idling of delivery trucks and (v) grading, excavation and filling. "Construction work" shall not include (i) termite pre-treatment, (ii) loading and unloading of sod or other landscaping or building materials and (iii) sod and landscaping work. (Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 1, 10-17-05)~~

Sec. 4-160. Definitions. (Amended)

For purposes of this Article:
"Construction work" includes the following activities:
Mixing, pouring, or finishing concrete;
Operating construction-related equipment, tools, or devices;
Erecting, demolishing, altering, or repairing any building, structure, or project;
Loading and unloading construction equipment or the idling of delivery trucks; and
Grading, excavation, or filling.
"Construction work" does not include:
Termite pre-treatment;
Loading or unloading of sod, landscaping materials, or other building materials; or
Sod installation or landscaping work.

(Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 1, 10-17-05)

~~4-161 Enforcement.~~

~~The city manager or authorized designee may enforce the provisions of this article. (Ord. No. 1075-05, § 1, 1-3-05)~~

Sec. 4-161. Enforcement. (Amended)

The City Manager, the Chief Building Official, or their authorized designees shall have the authority to enforce the provisions of this Article. Enforcement may include inspection of construction sites, investigation of complaints, issuance of notices of violation, and any other action necessary to ensure compliance with the time restrictions and other provisions of this Article.

(Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 2, 10-17-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

~~4-162 Limitations on construction work.~~

~~Unless construction work is otherwise exempt from the provisions of this article under section 4-163 or permitted by section 4-166, it shall be unlawful for any person to perform construction work within the city limits in violation of the time restrictions set forth in this article. (Ord. No. 1075-05, § 1, 1-3-05~~)

Sec. 4-162. Prohibition on Non-Complying Construction Work. (Amended)

Unless exempt under Section 4-163 or permitted under Section 4-166, it is unlawful for any person to perform construction work within the City limits in violation of the time restrictions set forth in this Article.

(Ord. No. 1075-05, § 1, 1-3-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

~~4-163 Exemptions.~~

~~The restrictions on construction work in this article shall not apply to persons performing construction work that is necessary to (i) protect the health, safety, or welfare of persons or property in an emergency, (ii) complete public works projects necessary to further interest of the public, as determined by the city manager or authorized designee or (iii) maintain or restore utilities, cable or phone service. (Ord. No. 1075-05, § 1, 1-3-05)~~

Sec. 4-163. Exemptions. (Amended)

The time restrictions of this Article shall not apply to construction work that:
Is necessary to protect the health, safety, or welfare of persons or property in an emergency;
Is part of a publicworks project that the City Manager, Chief Building Official, or authorized designee determines is required to serve the public interest; or
Involves the maintenance or restoration of utilities, cable, or telephone service.

(Ord. No. 107505, § 1, 1305; **Ord. No. XXXX25, § X, [Date of Adoption])**

~~4-164 Start and stop times Monday through Friday.~~

~~From May 1st through October 31st, Monday through Friday, construction work shall not begin prior to 5:00 a.m. and shall stop by 7:00 p.m. From November 1st through April 30th, Monday through Friday, construction work shall not begin prior to 6:00 a.m. and shall stop by 7:00 p.m. (Ord. No. 1075-05, § 1, 1-3-05)~~

Sec. 4-164. Weekday Start and Stop Times (Monday–Friday). (Amended)

(a) Summer period (May 1 – October 15). In accordance with state law (Senate Bill 1182), for construction performed under a valid building permit: work may begin no earlier than 5:00 a.m. and must stop by 7:00 p.m. on weekdays.

(b) Non-summer period (October 16 – April 30). Work may begin no earlier than 6:00 a.m. and must stop by 7:00 p.m. on weekdays.

(Ord. No. 1075-05, § 1, 1-3-05)

~~4-165 Start and stop times weekends and holidays.~~

~~Construction work shall not begin prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays and Sundays and on all city, state and federal holidays. (Ord. No. 1075-05, § 1, 1-3-05)~~

Sec. 4-165. Weekend and Holiday Start and Stop Times. (Amended)

Construction work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. on Saturdays, Sundays, and all City, State, and Federal holidays.

(Ord. No. 1075-05, § 1, 1-3-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

~~4-166 Permits for exceptions.~~

~~(a) Construction work may be conducted at times other than those listed above if an exception permit is applied for and obtained from the city manager or authorized designee prior to the start of construction. The permit shall be kept on the work site and must be shown to city officials on request.~~
~~(b) The city manager or authorized designee may issue an exception permit if he or she has determined that one or more of the following conditions are met:~~
~~(1) Construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime due to differences in population levels or neighboring activities.~~
~~(2) Obstruction and interference with traffic, particularly on heavily traveled streets, would be less objectionable at night than during the daytime.~~
~~(3) The kind of work to be performed emits noise at such a low level that the noise will not cause a significant disturbance in the vicinity of the work site.~~
~~(4) Great economic hardship will occur if the work is spread over a longer period of time.~~
~~(5) Construction noise will not be objectionable due to the remote location of the work site or the non-residential nature of land uses in the surrounding area.~~
~~(c) The city manager or authorized designee may issue an exception permit subject to conditions deemed necessary by the city manager or authorized designee to protect the public interest, including, but not limited to the maximum noise level, type of work and type of equipment to be used.~~
~~(d) The city manager or authorized designee shall have the authority to enforce or revoke an exception permit upon complaint by a person or entity within the vicinity of the worksite and based upon substantial evidence that the construction work has caused a significant disturbance in the vicinity of the worksite. (Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 2, 10-17-05)~~

Sec. 4-166. Permitted Exceptions. (Amended)

(a) Construction work may occur outside of the time restrictions set out in Sections 4164 or 4165 if an exception permit is issued by the City Manager, Chief Building Official, or authorized designee and is displayed onsite.

(b) An exception permit may be granted if one or more of the following conditions is met:

1. Construction noise in the vicinity is less objectionable at offhours due to lower population or different neighboring activities;
2. Night or earlymorning work would result in less interference with traffic, particularly on heavily travelled streets;
3. The nature of the work emits sufficiently low noise that disturbances will not be significant;
4. Great economic hardship would occur if the work were extended over a longer period; or
5. The remote location of the work site or the nonresidential character of surrounding land uses renders early or late work less objectionable.

   (c) The City Manager, Chief Building Official, or designee may impose conditions on the exception permit as necessary to protect the public interest — including limits on hours, equipment, noise level, or work type.

   (d) The City Manager, Chief Building Official, or designee may revoke the exception permit upon written complaint and substantial evidence that the work has caused a significant disturbance in the vicinity.

(e) Permit Fee. A non-refundable fee of $400.00 shall be charged for each exception permit issued under this Section. This fee covers administrative review, inspections, and enforcement related to the off-hour construction activities.

(Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 2, 10-17-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

~~4-167 Stop work orders; violations.~~

~~In addition to any other remedy set forth in this article, the city manager or authorized designee may order construction work performed in violation of this article to be stopped immediately. It is unlawful to perform work in violation of a stop work order issued pursuant to this section. (Ord. No. 1075-05, § 1, 1-3-05)~~

Sec. 4-167. Stop Work Orders; Violations. (Amended)

In addition to any other remedy set forth in this Article, the Chief Building Official, or authorized designee may issue a stop work order for construction performed in violation of this Article. It is unlawful for any person to continue work in violation of a stop work order issued pursuant to this Section.

(Ord. No. 1075-05, § 1, 1-3-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

~~4-168 Civil penalties.~~

~~(a) Any person who violates a provision of this article may be subject to a civil penalty of two hundred fifty dollars ($250.00) base fine for the first violation, five hundred dollars ($500.00) base fine for a second violation and one thousand dollars ($1,000.00) base fine for a third violation in any two-year period.~~

~~(b) Any judgments issued by the Avondale City Court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this chapter.~~

~~(c) Judgments shall be collected in the same manner as any other civil judgment as provided in the Arizona Revised Statutes. (Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 3, 10-17-05)~~

Sec. 4-168. Civil Penalties. (Amended)

(a) Base Civil Fines. Any person who violates a provision of this Article may be subject to the following civil fines within any two-year period:

First violation: $250.00
Second violation: $500.00
Third violation: $1,000.00

(b) Additional Fees and Surcharges. Any judgment issued by the Avondale City Court shall include all surcharges and fees required by state law, in addition to the civil fines set forth in this Article.

(c) Collection of Judgments. Civil judgments under this Article shall be collected in the same manner as other civil judgments pursuant to the Arizona Revised Statutes.

(Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 3, 10-17-05; **Ord. No. XXXX-25, § X, [Date of Adoption])**

4-168.1 Civil citation.

The civil citation shall direct the defendant to appear in municipal court within ten (10) days of the issuance of the citation or pay the fine imposed pursuant to section 4-168 of this article. The citation shall also include the date

and location of the violation, a reference to the city code provision or ordinance violated and a notice that if the defendant fails to appear as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation charged, in addition to a default fee for failure to appear as set forth in section 4-168.3 of this article. (Ord. No. 1075-05, § 1, 1-3-05)

4-168.2 Citation service.

Service of the citation may be accomplished and will be deemed proper and complete by any of the following methods:

(a) Hand delivering a copy of the citation to the defendant.
(b) Mailing a copy of the citation to the defendant by certified or registered mail, return receipt requested, to the defendant's last known address.
(c) Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court. (Ord. No. 1075-05, § 1, 1-3-05)

4-168.3 Appearance; penalty for failure to appear.

Within ten (10) days of the issuance of the citation, the defendant shall appear in person or through his attorney in municipal court and shall either admit or deny the allegations contained in the complaint or the defendant may proceed as provided in section 4-168.4 of this Code. If the defendant admits the allegations, the court shall immediately enter judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for trial of the matter. If the defendant fails to appear as directed on the citation, the court, upon request by the city manager or authorized designee, shall enter a default judgment for the amount of the fine indicated for the violation charged. Additionally, the defendant may be subject to a one hundred dollar ($100.00) default fee for failure to appear at the time and place set for any trial of a matter arising under this article. (Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 4, 10-17-05)

4-168.4 Payment by mail.

The defendant may admit the allegations in the citation and pay the fine indicated by mailing the citation, together with a check for the amount of the fine to the Avondale City Court. (Ord. No. 1075-05, § 1, 1-3-05)

4-168.5 Rules of procedure.

The Arizona Rules of Procedure in Civil Traffic Violation Cases shall be followed by the Avondale City Court for civil violations of this article, except as modified or where inconsistent with the provisions of this code, local rules of the municipal court or rules of the Arizona Supreme Court. (Ord. No. 1075-05, § 1, 1-3-05)

4-169 Criminal penalty.

If a person has been civilly cited for a violation of this article more than three (3) times in any two-year period, the fourth violation, and any violation thereafter, within any two-year period shall constitute a class one misdemeanor, punishable by a fine of not more than two thousand five hundred dollars ($2,500.00) and/or by imprisonment for not more than six (6) months in jail. (Ord. No. 1075-05, § 1, 1-3-05; Ord. No. 1147-05, § 5, 10-17-05)

Article XIII. Property Maintenance Code (Added)

4-170. - Adopted.

That certain document designated and marked as the 2024 International Property Maintenance Code (IPMC), together with Appendix A and any Avondale specific amendments adopted by the City Council and maintained on file with the City Clerk, is hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Property Maintenance Code of the City of Avondale and shall govern the maintenance, occupancy, use, and condition of all structures and premises within the corporate limits of the City. Its purpose is to ensure that structures and premises are maintained in a safe, sanitary, and habitable condition, and to empower the City to protect life, health, property, and public welfare.

4-171. - Creation of Agency and Definition of Code Official.

The Building Services Division is hereby established, and the official in charge shall be known as the Chief Building Official, who shall serve as the Code Official for the City of Avondale. Whenever the term “code official” appears in this Code, it shall refer to the Chief Building Official.

In accordance with IPMC §103.3, the Chief Building Official may appoint deputy code officials, technical officers, inspectors, and other employees. Such personnel shall exercise enforcement authority under the direction of the Chief Building Official and in accordance with the IPMC and City amendments.

4-172. - General Enforcement Authority.

The Chief Building Official is authorized to enforce all provisions of this Code and may:
Conduct inspections and investigations;
Issue notices, orders, or condemnations;
Require repair, rehabilitation, securing, vacation, or demolition of structures;
Coordinate with law enforcement, fire, or other City departments;
Take immediate action where a structure presents an imminent hazard to life, health, or property.
All enforcement actions shall be carried out in accordance with the IPMC and City-adopted amendments.

4-173. - Dangerous, Unsafe, or Unfit Structures.

The Chief Building Official may declare any structure or premises dangerous, unsafe, or unfit for human habitation, and take action to protect public health, safety, and welfare. Actions may include:
Ordering repairs, rehabilitation, securing, vacation, or demolition;
Restricting or prohibiting occupancy;
Securing or boarding vacant, abandoned, or dangerous structures in accordance with Appendix A;
Coordinating enforcement with other City departments;
Taking immediate action under the IPMC’s imminent danger provisions.

4-174. - Remedies and Compliance.

The Chief Building Official may issue notices specifying violations and timelines for correction or proceed immediately when authorized by the IPMC. Noncompliance constitutes a violation subject to enforcement under the IPMC, including civil or injunctive remedies.

4-175. - Conflict of Provisions.

In the event of any conflict between the 2024 IPMC, any Avondale specific amendment, or any local ordinance, the more stringent local provision shall govern, provided it remains consistent with the IPMC.

4-176. - Minimum Standards and Local Enforcement Option.

The provisions of this Code constitute minimum standards necessary to protect life, health, property, and public welfare. Nothing herein shall prevent the Chief Building Official or City Council from adopting or enforcing more restrictive measures consistent with the IPMC.

(Ord. No. 1686-319, § 4, 3-4-19; **Ord. No. [NEW-2025], § 4, [Date-of-Adoption])**

Section XIV. Swimming Pools, Spas, and Aquatic Facilities (Added)

4-177. Purpose.

The purpose of this section is to regulate the design, construction, maintenance, operation, and safety of all swimming pools, spas, and aquatic facilities within the City of Avondale, in accordance with the 2024 International Pool and Spa Code (IPSC). These regulations are intended to protect public health, safety, and welfare, and to prevent accidents, injuries, and water-borne hazards.

4-178. Adoption of the International Pool and Spa Code (IPSC).

The City of Avondale hereby adopts by reference the 2024 International Pool and Spa Code (IPSC), including all sections, tables, and figures, as published by the International Code Council (ICC), together with any Avondale specific amendments adopted by the City Council and maintained on file with the City Clerk.

4-179. Definitions.

All terms used in this section shall have the meaning set forth in the 2024 IPSC, including but not limited to:

- **Aquatic Facility**: Any swimming pool, spa, or other water feature subject to public or private use.
- **Public Pool/Spa**: A facility available for use by more than one dwelling unit or the general public.
- **Private Pool/Spa**: A facility used exclusively by the occupants of a single dwelling unit.
- **Operator**: The person or entity responsible for maintenance and safety compliance of the pool or spa.
-

4-180. Authority of the Chief Building Official.

The Chief Building Official is authorized to:

- Inspect, monitor, and enforce compliance with all provisions of the IPSC, including construction, operation, and maintenance standards.
- Issue orders, notices, or citations to ensure safety, sanitation, and structural integrity.
- Require immediate corrective action or temporary closure if a pool, spa, or aquatic facility presents an imminent danger to life, health, or property.
- Approve or deny permits for construction, alteration, or modification of any pool or spa in accordance with the IPSC and City amendments.
- Coordinate with other City departments, including fire, health, or public safety, when hazards are identified.

4-181. Construction and Design Compliance.

All swimming pools, spas, and aquatic facilities shall be:

- Designed and constructed in accordance with IPSC structural, electrical, plumbing, and safety requirements;
- Equipped with required safety barriers, fencing, alarms, and anti-entrapment devices; and
- Provided with proper circulation, filtration, and water treatment systems to ensure sanitary conditions.
-

4-182. Operation and Maintenance.

Owners and operators of pools and spas must ensure:

- Regular maintenance and inspection of mechanical, electrical, and water treatment systems;
- Compliance with lifesaving equipment, signage, and barrier requirements;
- Proper recordkeeping of inspections, maintenance, and chemical testing; and
- Prompt reporting of accidents, injuries, or unsafe conditions to the Chief Building Official.

4-183. Audible Alarm Alternative for Doors Providing Direct Access to the Pool Enclosure.

In accordance with A.R.S. § 36-1681 and the safety provisions of the 2024 IPSC, where a dwelling unit wall forms any part of the required pool or spa barrier, the door or doors providing direct access from the dwelling to the pool or spa enclosure shall comply with A.R.S. § 36-1681(B)(3).

As an alternative to the self-closing and self-latching door requirement of subsection (B)(3)(a), the installation of an audible alarm system shall be permitted, provided the alarm meets all of the following standards:

- Listed and labeled in accordance with UL 2017, General-Purpose Signaling Devices and Systems – Safety for Use in Hazardous Locations;
- Activates within seven (7) seconds of the door, screen, or barrier being opened and sounds continuously for a minimum of thirty (30) seconds;
- Capable of being heard throughout the dwelling during normal household activities;
- Automatically resets under all conditions;
- May include a manual bypass or deactivation switch for a single opening, not exceeding fifteen (15) seconds, with the switch located at least fifty-four (54) inches above the threshold of the door.

Where such an alarm system is installed and maintained in accordance with this section, it shall be deemed to satisfy the provisions of A.R.S. § 36-1681(B)(3) for that door or access point. All other barrier, fence, gate, height, spacing, and latch requirements of A.R.S. § 36-1681 and the 2024 IPSC shall remain fully applicable and enforceable.

4-184. Enforcement.

The Chief Building Official may:

- Issue compliance orders requiring correction of unsafe or unsanitary conditions;
- Suspend or revoke permits for noncompliance;
- Close pools, spas, or aquatic facilities posing imminent hazards; and
- Seek civil penalties or injunctive relief consistent with City Code and IPSC enforcement provisions.

4-185. Conflict and Compliance.

Where a conflict exists between the IPSC and City-adopted amendments, the City's provision shall govern, provided it does not violate the minimum safety standards of the IPSC. All enforcement actions must comply with due process and the public health and safety intent of the Code.

4-186. Pool Barrier Enforcement - Age Verification Exemption

(a) Applicability – All residential swimming pools and spas within the City of Avondale must comply with the barrier requirements of A.R.S. § 361681 and the 2024 IPSC.
(b) No Age Verification – The City is not required to verify the age of residents. Enforcement applies regardless of whether any residents are under six (6) years old.
(c) More Stringent Requirement – This section imposes a stricter standard than the state exemption, ensuring all pools and spas have compliant barriers at all times.
(d) Chief Building Official Authority – The Chief Building Official may inspect, issue orders, citations, or require corrective action to ensure barrier compliance, without consideration of resident ages.
(e) Conflict with State Law – If this section conflicts with A.R.S. § 361681, the stricter City requirement shall govern, unless prohibited by higher authority.

Section XV – Sanitation Requirements for Public Gatherings (Added)

4-186. Purpose.

The purpose of this section is to establish minimum sanitation facility standards for public, commercial, or religious gatherings within the City of Avondale when adequate permanent restroom facilities are not available on-site. These regulations are intended to protect public health, safety, and welfare, and to ensure accessibility for persons with disabilities, consistent with ADA requirements, Arizona law, and Maricopa County regulations.

4-187. Applicability.

This section applies to any event, gathering, or activity held on property within the City of Avondale where permanent toilet facilities are insufficient for anticipated attendance. This includes commercial events, community festivals, religious ceremonies, and similar public assemblies.

4-188. General Requirements.

(a) Temporary sanitation facilities shall be provided based on anticipated event attendance as shown in the tables below.
(b) All facilities must be maintained in a clean, sanitary, and fully operational condition throughout the event.
(c) ADA-compliant units are in addition to the standard chemical toilets required. At least one (1) ADA-compliant unit must be provided for every 25 standard units, rounded up. Standard chemical toilets cannot be substituted to satisfy the ADA requirement.
(d) At least one (1) hand-wash station must be provided for every 50 attendees, rounded up. Additional stations may be required at the discretion of the Chief Building Official to ensure public health and safety.
(e) The Chief Building Official retains authority to require additional sanitation measures for any event to protect public health.
(f) No permit from the Chief Building Official is required for the provision of temporary sanitation facilities.

4-188.1. Minimum Sanitation Facility Requirements.

Anticipated Attendees	Standard Chemical Toilets	ADA-Compliant Toilets (In Addition)	Hand-Wash Stations
1 – 50	1	1	1

Anticipated Attendees	Standard Chemical Toilets	ADA-Compliant Toilets (In Addition)	Hand-Wash Stations
51 – 100	2	1	2
101 – 200	4	2	4
201 – 300	6	3	6
301 – 400	8	4	8
401 – 500	10	5	10
501 – 750	15	6	15
751 – 1000	20	8	20
1001 – 1500	30	12	30
1501 – 2000	40	16	40
2001+	Determined by Chief Building Official	Determined by Chief Building Official	Determined by Chief Building Official

Note: ADA-compliant units are required in addition to standard chemical toilets. The Chief Building Official may adjust requirements for large or unique events to ensure sufficient sanitation, accessibility, and public safety.

4-189. Chief Building Official Authority.

The Chief Building Official may:

(a) Inspect temporary sanitation facilities at any event to ensure compliance with this Section.
(b) Require additional toilets, ADA-compliant units, hand-wash stations, or other sanitation measures if necessary to protect public health.
(c) Temporarily halt the event or restrict attendance if sanitation deficiencies create a public health hazard.
(d) Interpret and apply the requirements of this Section to ensure conformance with Arizona and Maricopa County law, including ADA compliance, while maximizing local public health protections.

4-190. Conflicts and Precedence.

Where any provision of this Section conflicts with state or county regulations, the more restrictive provision shall govern, provided that it does not violate minimum state or federal law. Nothing in this Section shall be construed to limit or reduce the authority of the Chief Building Official as provided under state law, city code, or the ICC International Building Codes adopted by the City.

HBACA

Home Builders Association of Central Arizona

November 3, 2025

SENT VIA EMAIL

Mr. Benjamin Carr
Chief Building Official
City of Avondale
Development Services Department
11465 W Civic Center Dr.
Avondale, AZ 85323

Re: 2024 Building Code Update

Dear Chief Building Official Carr:

Thank you for the opportunity to comment on the 2024 building codes and the City of Avondale's proposed amendments. The Home Builders Association of Central Arizona (HBACA) is very appreciative of the City's proactive outreach and willingness to work with us throughout the code adoption process.

Whenever the HBACA reviews a proposed code update, our primary concern is unnecessary increases in the cost of construction. In those areas where there may potentially be increased costs, we believe that the City's proposed amendments will mitigate many of those concerns while adding clarity and minimizing regulatory burdens for home buyers in Avondale. Therefore, the HBACA supports the amendments as proposed in the adoption package.

On behalf of the home builders investing in Avondale, thank you again for the opportunity to meet and discuss the code adoption package.

Please feel free to contact me directly with any questions.

Sincerely,

James Ashley
Director of Municipal Affairs
Home Builders Association of Central Arizona

CC: Jodie Novak, Development Services Director

7310 N. 16th St., Suite 305, Phoenix, AZ 85020 602.274.6545 fax 602.325.0353 www.hbaca.org

City of Avondale
Amendments to the
2024 International Codes
&
2023 National Electric Code
December 1, 2025

2024 International Building Code Amendments	2
2024 International Residential Code Amendments	11
2024 International Plumbing Code Amendments	23
2024 International Mechanical Code Amendments	27
2024 International Fuel Gas Code Amendments	30
2024 International Energy Conservation Code Amendments	32
2023 National Electrical Code Amendments	41
2024 International Existing Buildings Code Amendments	43
2024 International Swimming Pool and Spa Code Amendments	44
2024 International Property Maintenance Code	46

Avondale Amendments to the
2024 International Building Code

The 2024 International Building Code Local Amendments are as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Avondale, hereinafter referred to as "this code."

[A] 101.2 Scope. (Amended)

The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every *building* or *structure* or any appurtenances connected or attached to such *buildings* or *structures.*
Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code. Where preempted by the Arizona Revised Statutes, duplexes, triplexes, and fourplexes shall comply with the International Residential Code.

[A] 101.2.1 Appendices. (Amended)

Provisions in the appendices shall not apply unless specifically adopted. The following appendices of the 2024 International Building Code are hereby adopted in their entirety: Appendix C, H, I, K, and N.

[A] 101.4.3 Plumbing. (Amended)
The provisions of the International Plumbing Code shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. ~~The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems~~.

[A] 103.1: Creation of enforcement agency. (Amended)

The City of Avondale, Development Services Department, Building Division is hereby created and the Official in charge thereof shall be known as the Chief Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

[A] 104.2.4.1 Flood hazard areas. (Amended)

The ~~building official~~ City of Avondale Floodplain Manager shall not grant modifications to any provision required in flood hazard areas as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.

2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense; cause fraud on or victimization of the public; or conflict with existing laws or ordinances.

4. A determination that the variance is the minimum necessary to afford relief, considering the *flood* hazard.

5. Submission to the applicant of written notice specifying the difference between the design flood elevation and the elevation to which the building is to be built, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation, and stating that construction below the design flood elevation increases risks to life and property.

105.2 Work exempt from a permit. (Amended)

Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory *structures* used as tool and storage sheds, playhouses, and similar uses, provided the floor area is not greater than 120 square feet (11 m^2).
2. Fences, other than swimming pool barriers, not over ~~7~~ 6 feet (~~2134 mm~~ 1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, IIIA liquids. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Temporary motion picture, television, and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than ~~24~~ 18 inches (~~610 mm~~ 457 mm) deep, are not greater than 5,000 gallons (18,925L) and are installed entirely above ground.

9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
10. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
11. Window awnings in Group R-3 and U occupancies, supported by an exterior wall, that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
12. Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.

Electrical:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the

removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

[A] 109.3 Permit valuations. (Amended)

The applicant for a permit shall submit the estimated valuation of the work for which the permit is requested at the time of application. The valuation shall include the total value of all construction work, including materials and labor, for which the permit is issued, including but not limited to building, electrical, gas, mechanical, plumbing, permanent equipment, and systems.

For the purpose of establishing permit valuations, the City of Avondale hereby adopts and incorporates by reference the most current February-published International Code Council (ICC) Building Valuation Data Tables. These tables shall constitute the City's standard reference for assessing estimated construction valuation.

Notwithstanding the use of the ICC valuation tables, the ultimate authority to determine, establish, and adjust construction valuation shall rest exclusively with the Chief Building Official. If, in the judgment of the Chief Building Official, the valuation provided by the applicant is inaccurate, understated, or otherwise inconsistent with the scope or character of the work, the Chief Building Official is authorized to establish and impose a corrected valuation in such amount as is determined appropriate for purposes of permit issuance, permit fee assessment, and enforcement of this code. The determination of valuation by the Chief Building Official shall be final, binding, and conclusive, and shall not be subject to further administrative review.

[A] 109.3.1 Permit Valuations for Alterations, Modifications, and Remodels (AMR) (Added)

For projects which are alterations, modifications, remodels, and "no-work" Certificate of Occupancy requests (not new construction or additions), permit valuations shall be determined using the most recent February-published ICC Building Valuation Data (BVD) Table for the project's occupancy group, multiplied by an Alteration Multiplier based on the scope of work OR the actual value of the construction work, whichever is higher.
The ICC BVD table Occupancy Group "R-3, Residential, one- and two-family" shall include IRC-constructed dwellings.

Valuation Formula

Project Square Footage (SF) × BVD Base Rate × Alteration Multiplier = AMR Permit Valuation

- Project SF: Floor area of the entire room affected by the AMR work.
- BVD Base Rate: From the latest February ICC BVD publication for the occupancy group.
- Alteration Multiplier: Based on the extent of alteration as described below.

Alteration Multipliers

Extent of Alteration	Description	Multiplier
Minor	Minor alteration includes the removal, replacement and/or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose and "no-work"	0.20

Extent of Alteration	Description	Multiplier
	Certificate of Occupancy requests.	
Moderate	Moderate alteration includes the reconfiguration of space, the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment, generally less than 50% of the total building floor area.	0.50
Major	Major alteration applies where major work is being done or the moderate work area exceeds 50% of the total building area.	0.70

Administrative Notes

1. CBO Authority: The Chief Building Official may establish supplemental rates or intermediate multipliers for specialty construction or partial AMR projects.
2. Annual Updates: Permit valuations will automatically reflect the ICC BVD February update.
3. Documentation: All adjustments shall be documented as part of the permit record.

Section 109.6 – Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

110.3.2.1 Setback certification (Added).

Where a building footprint is new or altered, the owner or owner's authorized agent shall, upon establishment or placement of the lowest floor perimeter and prior to vertical construction, submit a setback certification prepared, signed, and sealed by an Arizona registrant licensed in the appropriate discipline, verifying conformance with the approved plan set. As a condition of permit issuance, the owner or owner's authorized agent shall be deemed to have agreed to indemnify, defend, and hold harmless the City of Avondale and its officers, employees, and agents from any and all claims, liabilities, damages, or expenses, including attorney's fees, arising out of, or related to errors, omissions, or inaccuracies in the submitted certification.

111.2.1 Certificate of completion. (Added)

The Chief Building Official is authorized to issue a Certificate of Completion upon determination that permitted work for a building, structure, or site has been completed in accordance with the approved construction documents, applicable codes, and all conditions of approval.

A Certificate of Completion shall serve as written verification that the work covered by the permit has been inspected and found to comply with this code, but it shall not grant authority to occupy any building or structure, nor shall it substitute for a Certificate of Occupancy where such certificate is required by this code.

The issuance of a Certificate of Completion shall be at the sole discretion of the Chief Building Official and may be conditioned upon the correction of any outstanding items not directly affecting life safety or occupancy.

Section 113 – MEAN OF APPEALS (Amended) -

[A] 113.1 General.

The Chief Building Official is the jurisdiction's designated authority responsible for the administration, interpretation, and enforcement of this code. All interpretations and determinations of the Chief Building Official shall be presumed correct and shall not be overturned except upon a clear and convincing showing that such decision is contrary to the express language of this code or its legally adopted rules.

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, there is hereby created a process of administrative appeal. The City Manager shall appoint a Hearing Officer to serve in this capacity.

An application for appeal shall be filed in writing and delivered to the Chief Building Official within thirty (30) calendar days of the date of the order, decision, or interpretation. The application shall:

1. Identify with specificity the decision being appealed, including the date and written record of the decision; and
2. Cite the exact section(s) of this code alleged to have been incorrectly interpreted or applied; and
3. Provide a detailed written explanation of the grounds for appeal, including any proposed alternative.

Appeals lacking sufficient information may be deemed incomplete by the Chief Building Official and rejected without further review.

The decision of the Chief Building Official shall be upheld unless the Hearing Officer finds, based on clear and convincing evidence, that:

a. The decision of the Chief Building Official is directly contrary to the plain and unambiguous provisions of this code; and
b. The appellant's proposed interpretation or method provides an equivalent or greater degree of health, safety, and welfare protection than that determined by the Chief Building Official; and
c. The reversal or modification will not be detrimental to the public interest, nor inconsistent with the purpose and intent of this code.

All decisions of the Hearing Officer shall be in writing, shall include specific findings of fact and conclusions of law, and shall be provided to both the appellant and the Chief Building Official.

[A] 113.2 Limitations on authority. (Amended)

An application for appeal shall be based only on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed. The ~~board~~ hearing officer shall have not have authority to waive requirements of this code.

The Hearing Officer shall have no authority to:

1. Waive, reduce, or weaken any requirement of this code; or
2. Consider issues not specifically identified in the notice of appeal; or
3. Substitute personal preference or professional opinion for the technical determination of the Chief Building Official where a reasonable interpretation has been made.

[A] 113.3 Qualifications. (Amended)

The ~~board of appeals shall consist of member who are qualified by experience and training on matters pertaining to the provisions of this code~~ Hearing Officer shall be an individual who is qualified by experience to evaluate matters pertaining to the provisions of this code. ~~and who are not employees of the jurisdiction~~.

[A] 113.4 Administration. (Amended)

The Chief Building Official shall take action ~~without delay~~ in accordance with the decision of the ~~board~~ Hearing Officer.

[A] 113.5 Fees. (Added)

The City Council may establish by resolution an administrative fee for filing an appeal under this section. Such fee shall be refundable only if the appellant substantially prevails.

406.2.4 Floor surfaces. (Amended)

Floor surfaces shall be of concrete or similar approved noncombustible and nonabsorbent materials. The area of floor used for the parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway. The surface of vehicle fueling pads in motor fuel-dispensing facilities shall be in accordance

with Section 406.7.1.
Exceptions:

1. Asphalt parking surfaces shall be permitted at ground level for public parking garages and private carports.
2. Slip-resistant, nonabsorbent, interior floor finishes having a critical radiant flux not more than 0.45 W/cm2, as determined by ASTM E648 or NFPA 253, shall be permitted in repair garages.
3. Commercial repair garage floor surfaces shall be sloped to direct liquids to a floor drain or trench drain.

CHAPTER 9: Fire Protection and Life Safety Systems. (Amended)

Section 901: General

901.1: Scope. The provisions of this chapter shall specify where fire protection and life safety system are required and shall apply to the design, installation and operation of *fire protection* and *life safety systems.*

Code sections preceded by [F] shall be maintained and administered under the International Fire Code as adopted by the City of Avondale. Where there is a conflict regarding fire suppression system requirements and/or fire alarm system requirements between this code and the Fire Code, the Fire Code shall prevail.

SECTION 1203 - TEMPERATURE CONTROL (Amended)

1203.1 Equipment and systems.

Interior spaces intended for human occupancy shall be provided with active or passive space heating and space cooling systems capable of maintaining a minimum indoor temperature of 68°F (20°C) and a maximum indoor temperature no greater than 82 degrees F (28 C) if provided by air conditioning or 88 degrees F (32 C) if provided by evaporative cooler, at a point 3 feet (914 mm) above the floor.

Exception: Space heating and cooling systems are not required for:

1. Interior spaces where the primary purpose of the space is not associated with human comfort.
2. Group F, H, S, or U occupancies.

1612.3 Establishment of Flood Hazard Areas. (Amended)

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled The Flood Insurance study for Maricopa County, Arizona and Incorporated Areas dated July 18, 2001, as amended, or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

1704.1 General. (Amended)

Special inspections and tests, statements of special inspections, responsibilities of contractors, submittals to the building official and structural observations shall meet the applicable requirements of this section. The Chief Building Official may also require other special inspections not prescribed in this section as needed.

2902.6 Small occupancies. (Amended)

Drinking fountains shall not be required for an occupant load of ~~15~~ 30 or fewer.

Avondale Amendments to the 2024 International Residential Code

The 2024 International Residential Code Local Amendments are as follows:

101.1 Title.

These provisions shall be known as the Residential Code for One and Two-Family Dwellings ~~of~~ as amended by the City of Avondale and shall be cited as such and will be referred to herein as "this code."

R101.2 Scope. (Amended)

The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height. Where preempted by the Arizona Revised Statutes, triplexes and fourplexes shall comply with the provisions of this code.

R101.2.1 Appendices. (Amended)

Provisions of the appendices shall not apply unless the appendix is adopted. The following Appendices of the 2024 International Residential Code are hereby adopted: BA, BB, BC, BF, BH, BI, BJ, BK, BL, BM, BN, CA, CB, CD, CE, CF, CG, NE, and NF.

R105.2 Work exempt from permit. (Amended)

Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction. Permits* shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached *accessory structures*, provided that the floor area does not exceed 200 square feet (18.58 m^2).
2. Fences not over ~~7~~ 6 feet (~~2134 mm~~ 1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon *grade* if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work. Prefabricated swimming pools that are less than ~~24~~ 18 inches (~~610~~ 457

mm) deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
9. Decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a *dwelling or townhouse* and do not serve the exit door required by Section R318.4.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall

be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

R108.3 Building permit valuations (Amended).

Building permit valuation shall include the total value of all work for which a permit is being issued, including, but not limited to, electrical, gas, mechanical, plumbing, equipment, and other permanent systems, incorporating all materials and labor.

The Chief Building Official shall have the sole and absolute authority to determine the valuation of any permitted work. The Chief Building Official may require detailed cost breakdowns or estimates from the applicant to verify the accuracy of the declared valuation.

Where the Chief Building Official determines, in their sole discretion, that the valuation submitted is understated, incomplete, or otherwise inaccurate, the Chief Building Official may adjust the valuation, deny issuance of the permit, or require additional documentation or justification from the applicant. The Chief Building Official's determination of valuation shall be final, binding, and conclusive, and shall not be subject to appeal or review.

Section R108.5 – Refunds (Amended).

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

R110.5 Certificate of Completion (Added).

The Building Official is authorized to issue a Certificate of Completion upon determination that permitted work has been completed in compliance with approved construction documents, this code, and applicable conditions of approval.
A Certificate of Completion shall confirm code compliance of the completed work but shall not

authorize occupancy of a dwelling, building, or structure. Where a Certificate of Occupancy is required, it must be obtained separately in accordance with Section R110.

SECTION R112 MEANS OF APPEALS (AMENDED)

R112.1 General.

The Chief Building Official is the jurisdiction's designated authority responsible for the administration, interpretation, and enforcement of this code. All interpretations and determinations of the Chief Building Official shall be presumed correct and shall not be overturned except upon a clear and convincing showing that such decision is contrary to the express language of this code or its legally adopted rules.

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, there is hereby created a process of administrative appeal. The City Manager shall appoint a Hearing Officer to serve in this capacity.

An application for appeal shall be filed in writing and delivered to the Chief Building Official within thirty (30) calendar days of the date of the order, decision, or interpretation. The application shall:

1. Identify with specificity the decision being appealed, including the date and written record of the decision; and
2. Cite the exact section(s) of this code alleged to have been incorrectly interpreted or applied; and
3. Provide a detailed written explanation of the grounds for appeal, including any proposed alternative.

Appeals lacking sufficient information may be deemed incomplete by the Chief Building Official and rejected without further review.

The decision of the Chief Building Official shall be upheld unless the Hearing Officer finds, based on clear and convincing evidence, that:

a. The decision of the Chief Building Official is directly contrary to the plain and unambiguous provisions of this code; and
b. The appellant's proposed interpretation or method provides an equivalent or greater degree of health, safety, and welfare protection than that determined by the Chief Building Official; and
c. The reversal or modification will not be detrimental to the public interest, nor inconsistent with the purpose and intent of this code.

All decisions of the Hearing Officer shall be in writing, shall include specific findings of fact and conclusions of law, and shall be provided to both the appellant and the Chief Building Official.

R112.2 Limitations on authority. (Amended)

An application for appeal shall be based only on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed. The ~~board~~ hearing officer shall have not have authority to waive requirements of this code.

The Hearing Officer shall have no authority to:

1. Waive, reduce, or weaken any requirement of this code; or
2. Consider issues not specifically identified in the notice of appeal; or
3. Substitute personal preference or professional opinion for the technical determination of the Chief Building Official where a reasonable interpretation has been made.

R112.3 Qualifications.

The ~~board of appeals shall consist of member who are qualified by experience and training on matters pertaining to the provisions of this code~~ Hearing Officer shall be an individual who is qualified by experience to evaluate matters pertaining to the provisions of this code. ~~and who are not employees of the jurisdiction~~.

R112.4 Administration.

The Chief Building Official shall take action ~~without delay~~ in accordance with the decision of the ~~board~~ Hearing Officer.

R112.5 Fees.

The City Council may establish by resolution an administrative fee for filing an appeal under this section. Such fee shall be refundable only if the appellant substantially prevails.

SECTION R202 DEFINITIONS

[RB] FIRE SEPARATION DISTANCE. The distance measured from the building face of the wall framing to one of the following:

1. To the closest interior *lot line*.
2. To the centerline of a street, an alley, or a public way.
3. To an imaginary line between two *buildings* or townhouse units on the *lot*.

The distance shall be measured at a right angle from the face of the wall framing.

Table R301.2

Ground snow load: 0
Wind speed (mph): 105 Exposure B (unless otherwise designated)
Topographic Effects: None
Special Wind Region: No

Windborne Debris Zone: No
Seismic design category: B
Weathering: Negligible
Frost line depth: 0”
Termite: Moderate to heavy
Ice Barrier Underlayment Required: No
Flood hazards: October 1, 1979, MCFCD requirements

MANUAL J DESIGN CRITERIA

Elevation:	1 1 0 1
Latitude:	34
Altitude correction factor:	0.97
Daily Range:	28
Coincident Wet Bulb:	71
Summer Design Grains:	-1
Indoor Winter Design Relative Humidity:	45%
Indoor Summer Design Relative Humidity:	45%
Indoor winter design dry-bulb temperature:	70
Indoor summer design dry-bulb temperature:	75
Outdoor winter design dry-bulb temperature:	33
Outdoor summer design dry-bulb temperature:	108
Heating Temperature Difference:	37
Cooling Temperature Difference:	33

R302.3 Two-family dwellings. (Amended)

Where preempted by the Arizona Revised Statutes, triplexes and fourplexes shall comply with the provision of this section. Dwelling units in two-family dwellings shall be separated from each other in accordance with Sections 302.3.1 through 302.3.5, regardless of whether a lot line exists between the two dwelling units.

TABLE R302.3.6 – DWELLING-SHARED ACCESSORY ROOM SEPARATION	
SEPARATION	**MATERIAL**
From the dwelling units and attics	Not less than ~~1/2~~ 5/8-inch Type X gypsum board or equivalent applied to the accessory room side wall
From habitable rooms above or below the shared accessory room	Not less than 5/8-inch Type X gypsum board or equivalent
Structures supporting floor/ceiling assemblies used for separation required by this section	Not less than 1/2-inch gypsum board or equivalent
For SI: 1 inch + 25.4mm	

R302.6 Dwelling unit garage fire separation. (Amended)

The garage shall be separated as required by Table R302.6. Openings in garage walls shall comply with Section R302.5. Attachment of *gypsum board* shall comply with Table R702.3.5. The wall separation provisions of Table R302.6 shall not apply to garage walls that are perpendicular to the adjacent *dwelling unit* wall.

Table R302.6
DWELLING/GARAGE SEPARATION

SEPARATION	MATERIAL
From the dwelling unit and attics	~~Not less than 1/2" gypsum board applied to the garage side~~ Minimum 5/8" Type X gypsum board applied to the garage side

(No other changes to Table)

SECTION R309 AUTOMATIC SPRINKLER SYSTEMS (Existing amendment to remain)

R309.1 Townhouse automatic sprinkler systems.

An automatic sprinkler system ~~shall~~ may be installed in townhouses.
~~**Exception:** An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed.~~

R309.2 One- and two-family dwellings automatic sprinkler systems.

An automatic sprinkler system may be installed in one- and two-family dwellings.

~~**Exception**: An automatic sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with a sprinkler system.~~

R319.1 Emergency escape and rescue opening required (Amended).

Basements, habitable attics, the room to which a sleeping loft is open, and every sleeping room shall have not less than one operable *emergency escape and rescue opening*. Where *basements* contain one or more sleeping rooms, an *emergency escape and rescue opening* shall be required in each sleeping room. *Emergency escape and rescue openings* shall open directly into a *public way*, or to a *yard* or *court* that opens to a *public* way.

Exceptions:

1. Basements used only to house mechanical equipment not exceeding a total floor area of 200 square feet (18.58 m2).

2. *Storm shelters* constructed in accordance with ICC 500.

3. Where the *dwelling unit* or *townhouse unit* is equipped with an automatic sprinkler system installed in accordance with Section P2904, sleeping rooms in *basements* shall not be required to have *emergency escape and rescue openings* provided that the *basement* has one of the following:
   3.1 One means of egress complying with Section R318 and one emergency escape and rescue opening.

   3.2 Two means of egress complying with Section R318.

4. A yard shall not be required to open directly into a public way where the yard opens to an unobstructed path from the yard to the public way. Such path shall have a width of not less than ~~36~~ 20 inches (914 mm).

R325.8 Required heating and cooling. (Amended)

When the winter and summer design temperature in Table R301.2 is below 60°F (16°C) or above 90°F (50°C). Every *dwelling unit* shall be provided with heating and cooling facilities capable of maintaining a minimum room temperature between 68°F(20°C) and maximum 82 degrees F (28°C) if provided by air conditioning or 88 degrees F (32°C) if provided by evaporative cooler, at a point 3 feet (914 mm) above the floor and 2 feet (610 mm) from exterior walls in habitable rooms at the design temperature. The installation of one or more portable space heaters or portable space coolers shall not be used to achieve compliance with this section.

N1101.4.1 RESNET Testing & Inspection Protocol. (Added)

The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards (MINHERS) for third party testing and inspections shall be deemed to meet the requirements of sections N1102.5.1, N1102.5.1.2 and N1103.3.7 and shall meet the following conditions:

1. Third Party Testing & Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review Procedures.

2. Third Party Testing is required for the following items:
   a. N1102.5.1– Building Envelope – Thermal Air Barrier Checklist
   b. N1102.5.1.2 – Testing – Air Leakage Rate
   c. N1103.3.7 – Sealing – Duct Tightness
   d. Any other testing and inspections required under the code.

3. Alternate testing and inspection programs and protocols shall be allowed when approved by the Chief Building Code Official.

N1104.1 (R404.1) Lighting equipment. (Amended)

~~All~~ Not less than 90 percent of the permanently installed luminaires shall be capable of operation with an efficacy of not less than 45 lumens per watt or shall contain lamps capable of operation with an efficacy of not less than 65 lumens per watt.

N1104.2 (R404.2) Interior lighting controls.

Delete section N1104.2 in its entirety.

~~All permanently installed luminaires shall be controlled as required in Sections N1104.2.1 and N1104.2.2.~~

~~**Exception**: Lighting controls shall not be required for safety or security lighting.~~

~~**N1104.2.1 (R404.2.1) Habitable spaces.**~~

~~All permanently installed luminaires in habitable spaces shall be controlled with a manual dimmer or with an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off.~~

~~**N1104.2.2 (R404.2.2) Specific locations.**~~

~~All permanently installed luminaires in garages, unfinished basements, laundry rooms and utility rooms shall be controlled by an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off.~~

N1104.3 (R404.3) Exterior lighting controls.

Delete section N1104.3 in its entirety.

~~Exterior lighting controls shall comply with Section N1104.3.1.~~

~~**N1104.3.1 (R404.3.1) Controls for individual dwelling units.**~~

~~Where the total permanently installed exterior lighting power is greater than 30 watts, the permanently installed exterior lighting shall comply with the following:~~

~~1. Lighting shall be controlled by a manual on and off switch that permits automatic shutoff actions.~~

~~2. Lighting shall be automatically shut off when daylight is present and satisfies the lighting needs.~~

~~3. Controls that override automatic shutoff actions shall not be allowed unless the override automatically returns automatic control to its normal operation within 24~~

~~hours.~~

TABLE N1106.5 (R406.5). (Amended)

TABLE R1106.5
MAXIMUM ENERGY RATING INDEX

MAXIMUM ENERGY RATING INDEX		
CLIMATE ZONE	**ENERGY RATING INDEX NOT INCLUDING OPP**	**ENERGY RATING INDEX WITH OPP**
0 and 1	51	35
2	~~51~~ 57	34
3	50	33
4	53	40
5	54	43
6	53	43
7	52	46
8	52	46

N1111.1.1 (R503.1.1) Building thermal envelope. (Amended)

Alterations of existing building thermal envelope assemblies shall comply with this section. New building thermal envelope assemblies that are part of the alteration shall comply with Section N1102. The R-value of insulation shall not be reduced, nor the U-factor of a building thermal envelope assembly be increased as part of a building thermal envelope alteration, except where the building after the alteration complies with Section N1105 or N1106.

Exception: The following alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
2. Roof recover.
3. Surface-applied window film installed on existing single-pane fenestration assemblies to reduce solar heat gain provided that the code does not require the glazing or fenestration assembly to be replaced.
4. Roof replacement where roof assembly insulation is integral to or located below the structural roof deck.
5. For existing finished garages, air conditioning units may be installed, if not converted to habitable space, without requiring the garage to comply with Chapter 11 of the IRC.

G2415.12 (IFGC 404.12) Minimum burial depth. (Amended)

Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade, ~~except as provided for in Section G2415.12.1~~ for metal piping and 18 inches (457 mm) for plastic piping.

P2605.1.1 Stub-outs for flexible water piping. (Added)

Where non-metallic water distribution piping penetrates a wall or floor surface to supply a plumbing fixture or shutoff valve, the penetration shall be made using a rigid metal stub-out that extends through the surface and is securely anchored to prevent movement and mechanical damage.

P2605.1.2 Push-to-connect plastic valves. (Added)

Push-to-connect plastic valves shall not be permitted for use as shutoff valves, stub-out valves, or fixture supply valves. Valves in such locations shall be metal-bodied and installed in accordance with manufacturer's instructions.

E3901.4.2 Island and peninsular countertops and work surfaces. (Amended)

~~Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with Section E3901.4.3. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface~~. At least one receptacle shall be installed at each island and peninsular countertop space with a long dimension of 24 inches (600 mm) or greater and a short dimension of 12 inches (300mm) or greater. A peninsular countertop is measured from the connected perpendicular wall.

E3901.4.3 Receptacle outlet location. (Amended)
Receptacle outlets rendered not readily accessible by appliances fastened in place, appliance garages, sinks, or rangetops as covered in the exception to Section E3901.4.1, or appliances occupying assigned spaces shall not be considered as these required outlets. Required receptacle outlets shall be located in one or more of the following:

1. On or above, but not more than 20 inches (508mm) above, the countertop or work surface.
2. In a countertop using receptacle outlet assemblies listed for use in countertops.
3. In a work surface using receptacles outlet assemblies listed for use in work surfaces or listed for use in countertops. [210.52(C)(3)].

Exception: To comply with the following conditions (1) and (2), receptacle outlets shall be permitted to be mounted not more than 12 inches (300mm) below the countertop or work surface. Receptacles mounted below a countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6 inches (150 mm) beyond its support base.

1. Construction for the physically impaired.
2. On island and peninsular countertops or work surface where the surface is flat across its entire surface (no backsplashes, dividers, etc.) and there are no means to mount a receptacle within 20 inches (500 mm) above the countertop or work surface, such as an overhead cabinet.

E3901.9 Basements, garages, and accessory buildings (Amended).

Not less than one receptacle outlet, in addition to any provided for specific equipment, shall be installed in each separate unfinished portion of a basement; in each vehicle bay at not less than (18) inches (457 mm) and not more than 5.5 feet (1676 mm) above the floor in attached garages; in each vehicle bay at not less than (18) inches (457 mm) and not more than 5.5 feet (1676 mm) above the floor in detached garages that are provided with electric power and in accessory buildings that are provided with electric power. Receptacles supplying only a permanently installed premises security system shall not be considered as meeting these requirements. [210.52(G)(1), (2), and (3)]

E3902.14 Outdoor outlets. (Amended)

All outdoor outlets, including outlets installed in the following locations, and supplied by single-phase branch circuits rated 150 volts or less to ground, 50 amperes or less, shall be provided with GFCI protection:

1. Garages that have floors located at or below grade level
2. Accessory buildings
3. Boathouses

Exceptions:

1. GFCI protection shall not be required on lighting outlets other than those covered in Section 210.8(F) of NFPA 70.
2. GFCI protection shall not be required for receptacles that are not readily accessible and are supplied by a branch circuit dedicated to electric snow-melting, deicing, or pipeline and vessel heating equipment where such equipment is protected as required by NFPA 70.
3. GFCI protection shall not be required for listed HVAC equipment. ~~This exception shall expire September 1, 2026. [210.8(F)]~~

Avondale Amendments to the 2024 International Plumbing Code

The 2024 International Plumbing Code Local Amendments are as follows:

[A] 101.1 Title. (Amended)

These regulations shall be known as the Plumbing Code as amended by the City of Avondale, hereinafter referred to as "this code."

[A] 101.2.1 Appendices (Amended)

Provisions in the appendices shall not apply unless specifically adopted. The following appendices of the 2024 International Plumbing Code are hereby adopted in their entirety: appendices B,C, and E.

[A] 108.6 Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

SECTION 112 MEANS OF APPEAL SECTION (AMENDED)

Delete section 112 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Plumbing Code in the City of Avondale, Arizona.

Section 113 – Board of Appeals

Delete section 113 in its entirety and substitute the following:

All appeals regarding plumbing code matters shall follow the procedures established in the City of Avondale's adopted 2024 International Building Code amendments.

202 GENERAL DEFINITIONS (Amended)

GREASE INTERCEPTOR

Fats, oils, and greases (FOG) disposal system. A plumbing appurtenance that reduces nonpetroleum fats, oils, and greases in effluent by separation or mass and volume reduction.

Gravity. Plumbing appurtenances of not less than 500 gallons (1893 L) capacity that are installed in the sanitary drainage system to intercept free-floating fats, oils, and grease from wastewater discharge. Separation is accomplished by gravity during a retention time ~~of not less than 30 minutes~~ approved by the Authority Having Jurisdiction.

Hydromechanical. Plumbing appurtenances that are installed in the sanitary drainage system to intercept free floating fats, oils, and grease from wastewater discharge. Continuous separation is accomplished by air entrainment, buoyancy, and interior baffling.

GREASE REMOVAL DEVICE, AUTOMATIC (GRD). A plumbing appurtenance that is installed in the sanitary drainage system to intercept free-floating fats, oils, and grease from wastewater discharge. Such a device operates on a time- or event-controlled basis and has the ability to remove free-floating fats, oils, and grease automatically without intervention from the user except for maintenance. These devices must be able to perform as a gravity interceptor if mechanical or electrical power is lost and provide continuous separation.

305.4.1 Sewer Depth. (Amended)

Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (305mm) below finished grade at the point of septic tank connection. *Building sewers* shall be installed not less than 12 inches (mm) below grade.

403.2 Separate facilities. (Amended)
Where plumbing fixtures are required, separate toilet facilities shall be provided for each sex.

Exceptions:

1. Separate toilet facilities shall not be required for dwelling units and sleeping units.

2. Separate toilet facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 15 or fewer.

3. Separate toilet facilities shall not be required in mercantile occupancies in which the maximum occupant load is 100 or fewer.

4. Separate toilet facilities shall not be required in business occupancies in which the maximum occupant load is 25 or fewer.

~~5. Separate toilet facilities shall not be required to be designated by sex where single-user toilet rooms are provided in accordance with Section 403.1.2~~

~~6. Separate toilet facilities shall not be required where rooms having both water closets and lavatory fixtures are designed for use by all persons regardless of sex and privacy is provided for water closets in accordance with Section 405.3.4 and for urinals in accordance with section 405.3.5.~~

410.2 Small occupancies. (Amended)

Drinking fountains shall not be required for an occupant load of ~~15~~ 30 or fewer.

605.25 Non-metallic potable water pipe, fittings, and valves (Added)

Non-Metallic potable water pipe, fittings, and valves shall not be exposed in exterior outdoor locations. Components of the exterior exposed potable water system shall be metallic only and approved metallic materials, fittings, and valves are listed in IPC Table 605.3, IPC Table 605.4, IPC Table 605.5, and IPC Table 605.6.

606.2.1 Stub-outs for flexible water piping. (Added)

Where non-metallic water distribution piping penetrates a wall or floor surface to supply a plumbing fixture or shutoff valve, the penetration shall be made using a rigid metal stub-out that extends through the surface and is securely anchored to prevent movement and mechanical damage.

606.2.2 Push-to-connect plastic valves. (Added)

Push-to-connect plastic valves shall not be permitted for use as shutoff valves, stub-out valves, or fixture supply valves. Valves in such locations shall be metal-bodied and installed in accordance with manufacturer's instructions.

903.1.1: Roof extension unprotected. (Amended)

Open vent pipes that extend through a roof shall be terminated not less than 6 inches (153 mm) above the roof.

1003.2 Approval. (Amended)

The size, type, and location of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements of ~~this section based on the anticipated conditions of use~~ the Authority Having Jurisdiction. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator.

1003.4 Oil separators required. (Amended)

At repair garages ~~where floor or trench drains are provided~~, car washing facilities, factories where oily and flammable liquid wastes are produced and hydraulic elevator pits, oil separators shall be installed into which oil-bearing, grease-bearing, or flammable wastes shall be discharged before emptying into the building drainage system or other point of disposal.

Exception: An oil separator is not required in hydraulic elevator pits where an *approved* alarm system is installed. Such alarm systems shall not terminate the operation of pumps utilized to maintain emergency operation of the elevator by firefighters.

Avondale Amendments to the 2024 International Mechanical Code

The 2024 International Mechanical Code Local Amendments are as follows:

[A] 101.1 Title. (Amended)

These regulations shall be known as the Mechanical Code of the City of Avondale, hereinafter referred to as "this code."

[A] 108.6 Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

Section 112 means of appeal section (Amended)

Delete section 112 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Mechanical Code in the City of Avondale, Arizona.

Section 113 – BOARD OF APPEALS (Amended)

Section 113 of the 2024 International Mechanical Code (Board of Appeals) is hereby deleted in its entirety.

All appeals regarding mechanical code matters shall follow the procedures established in the City of Avondale's adopted 2024 International Building Code amendments.

[A] **309.1 ~~Space-heating systems.~~ Space heating and cooling systems. (Amended)**

Interior spaces intended for human occupancy shall be provided with active or passive space-heating and space-cooling systems capable of maintaining a minimum indoor temperature between 68°F (20°C) and 82°F (28°C) if provided by air conditioner or 88°F (32°C) if provided by evaporative cooler at a point 3 feet (914 mm) above floor on the design heating day. The installation of portable space heaters or coolers shall not be used to achieve compliance with this section.

408 Cannabis related occupancies. (Added)

408.1 General

Any building used to cultivate, produce, infuse, or dispense cannabis shall be designed such that there shall be no emission of dust, fumes, vapors, or odors into the environment from the premise. A ventilation system shall be designed to prevent the distribution of odors to other occupied parts of the building or adjacent properties. Design of the odor control system shall be based on accepted engineering practices. All equipment and filter media shall be listed and labeled for the application. Exhaust systems used in odor control systems shall meet the requirements of Section 501.

408.1.1 Exhaust outlets

The termination point for exhaust outlets shall be in accordance with Section 501.3. Exhaust from cultivation and production facilities shall be in accordance with Section 501.3.1(2) and for dispensaries in accordance with Section 501.3.1(3).

SECTION 932 – WOOD STOVE/FIREPLACE INSTALLATION (Added)

Definitions. For purposes of this section, the following words and terms shall have the meaning ascribed thereto:
Fireplace: A built-in-place masonry hearth and fire chamber or a factory-built appliance, designed to burn solid fuel or to accommodate gas or electric log insert or similar device, and which is intended for occasional recreational or aesthetic use, not for cooking, heating, or industrial processes.

Solid fuel: Includes, but is not limited to, wood, coal, or other non-gaseous or non-liquid fuels, including those fuels defined by the Maricopa County Air Pollution Control Officer as "inappropriate fuel" to burn in residential wood burning devices.
Woodstove: A solid fuel burning heating appliance including a pellet stove, which is either freestanding or designed to be inserted into a fireplace.

932.1 General. (Added)

In accordance with Maricopa County regulations, on or after December 31, 1998, no person, firm, or corporation shall construct or install a fireplace or a wood stove, and the Chief Building Official shall not approve or issue a permit to construct or install a

fireplace or a wood stove, unless the fireplace or wood stove complies with one of the following:

1. A fireplace which has a permanently installed gas or electric log insert.
2. A fireplace, wood stove or other solid fuel burning appliance which has been certified by the United States Environmental Protection Agency as conforming to 40 Code of Federal Regulations part 60, subpart AAA.
3. A fireplace, woodstove or other solid fuel burning appliance that has been tested and listed by a nationally recognized testing agency to meet performance standards equivalent to those adopted by 40 Code of Federal Regulations part 60, subpart AAA.
4. A fireplace, wood stove or other solid fuel burning appliance which has been determined by the Maricopa County Air Pollution Control Officer to meet performance standards equivalent to those adopted by 40 Code of Federal Regulations part 60, subpart AAA, as in effect on July 1, 1990.
5. A fireplace which has a permanently installed wood stove insert which complies with subparagraph 2, 3, or 4 above.

Exceptions: The following installations are not regulated and are not prohibited by this section:

1. Furnaces, boilers, incinerators, kilns, and other similar space heating or industrial process equipment.
2. Cook stoves, barbecue grills, and similar appliances designed primarily for cooking.
3. Fire pits, barbecue grills, and other outdoor fireplaces

Avondale Amendments to the 2024 International Fuel Gas Code

The 2024 International Fuel Gas Code local amendments are as follows:

[A] 101.1 Title. (Amended)

These regulations shall be known as the Fuel Gas Code of the City of Avondale, hereinafter referred to as "this code."

[A] 108.6 Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

SECTION 112 Means of appeal (Amended)

Delete section 112 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Fuel Gas Code in the City of Avondale, Arizona.

404.12 Minimum burial depth. (Amended)

Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade~~, except as provided for in Section 404.12.1~~ for metal piping and 18 inches (457mm) for plastic piping.

404.12.1 Individual outdoor appliances. (Amended)

Delete section 404.12.1 in its entirety.

~~Individual lines to outdoor lights, grills and other *appliances* shall be installed not less than 8 inches (203 mm) below finished grade, provided that such installation is *approved* and is installed in locations not susceptible to physical damage~~.

Avondale Amendments to the
2024 International Energy Conservation Code

The 2024 International Energy Conservation Code Local Amendments are as follows:

Section C101 – SCOPE AND GENERAL REQUIREMENTS (Amended)

C101.1 Title

This code shall be known as the Energy Conservation Code of the City of Avondale and shall be cited as such. It is referred to herein as "this code."

C101.2: Scope.

This code applies to the design and construction of buildings not covered by the scope of the IECC—Residential Provisions. Group R-2 when defined as a Commercial Building by section C202, shall have the option of complying under the Residential Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

C106.6 Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

Section C109 – MEANS OF APPEAL (Amended)

Delete section C109 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process

shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Energy Conservation Code in the City of Avondale, Arizona.

C401.2.1 International Energy Conservation Code. (Amended)

Commercial buildings shall comply with one of the following:

1. Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C402 through C406 and Section C408. Dwelling units and sleeping units in Group R-2 buildings shall be deemed to be in compliance with this chapter, provided that they comply with Section R406.
2. Simulated Building Performance. The Simulated Building Performance option requires compliance with Section C407.

Exceptions:

1. *Additions, alterations, repairs,* and changes of occupancy to existing buildings complying with Chapter 5.
2. Compliance with the provisions of section C408 is optional.

C401.2.2 ASHRAE 90.1. (As it relates to C401.2.1 International Energy Conservation Code-Prescriptive Compliance). (Amended)

Commercial buildings shall comply with the requirements of ANSI/ASHRAE/IES 90.1.

1. Compliance with the provisions of section C408 is optional.

C404.8.3 Covers. (Amended)

Delete section C404.8.3 in its entirety.

~~Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means.~~

~~Exception: Where more than 75 percent of the energy for heating, computed over an operating season of not fewer than 3 calendar months, is from site- recovered energy such as from a heat pump or on-site renewable energy system, covers or other vapor-retardant means shall not be required. On-site renewable energy used to meet Section C405.15.1 or C406.3.1 shall not be used to meet this exception~~.

C405.2.7.2 Building facade and landscape lighting. (Amended)

Delete section C405.2.7.2 in its entirety.

~~Building façade and landscape lighting shall automatically shut off from not later than 1 hour after building or business closing to not earlier than 1 hour before building or business opening~~.

C405.2.7.3 Lighting setback. (Amended)

Delete section C405.2.7.3 in its entirety.

~~Lighting that is not controlled in accordance with Section C405.2.7.2 shall comply with the following:~~

~~1. Be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent by selectively switching off or dimming luminaires at one of the following times:~~

~~1.1. From not later than midnight to not earlier than 6 a.m.~~

~~1.2. From not later than 1 hour after building or business closing to not earlier than 1 hour before building or business opening.~~

~~1.3. During any time where activity has not been detected for 15 minutes or more.~~

~~2. Luminaires serving exterior parking areas and having a rated input wattage of greater than 40 watts and a mounting height of 24 feet (7315 mm) or less above the ground shall be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent during any time where activity has not been detected for 15 minutes or more. Not more than 1,500 watts of lighting power shall be controlled together~~.

C405.12 Automatic receptacle control. (Amended)

Delete section C405.12 This section is deleted in its entirety.

Note: The corresponding requirements in ASHRAE 90.1 8.4.2 Automatic Receptacle Control is also deleted in its entirety.

~~The following shall have *automatic* receptacle control complying with Section C405.12.1:~~

~~1.1.At least 50 percent of all 125V, 15- and 20-amp receptacles installed in enclosed offices, conference rooms, rooms used primarily for copy or print functions, breakrooms, classrooms, and individual workstations, including those installed in modular partitions and module office workstation systems.~~

2.~~2.At least 25 percent of branch circuit feeders installed for modular furniture not shown on the *construction documents*~~.

C405.13 Energy Monitoring. (Amended)

Delete section C405.13 in its entirety.

Note: The corresponding requirements in ASHRAE 90.1 8.4.3 Electrical Energy Monitoring is also deleted in its entirety.

~~New *buildings* with a gross *conditioned floor area* of not less than 10,000 square feet (929 m^2) shall be equipped to measure, monitor, record and report energy consumption in accordance with Sections C405.13.1 through C405.13.6 for load categories indicated in Table C405.13.2 and Sections C405.13.7 through C405.13.11 for end-use categories indicated~~

~~in Table C405.13.8~~

C405.15: Renewable energy systems. (Amended)

Delete section C405.15 in its entirety.

Note. The corresponding requirements in ASHRAE 90.1 10.5.1 Renewable Energy Resources is also deleted in its entirety.

~~*Buildings* in Climate Zones 0 through 7 shall comply with Sections C405.15.1 through C405.15.4.~~

R101.2 Scope. (Amended)

This code applies to the design and construction of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and Group R-2, R- 3, and R-4 buildings three stories or less in height above grade plane. Group R-2 when defined as a Residential Building by section R202, shall have the option of complying under the Residential Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

R104.1.2 RESNET Testing & Inspection Protocol. The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards (MINHERS) for third party testing and inspections shall be deemed to meet the requirements of sections R402.5.1, R402.5.1.2 and R403.3.7 and shall meet the following conditions:

1. Third Party Testing & Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review Procedures. Sampling in accordance with Chapter 6 of the MINHERS Standards shall be performed by Raters or Rating Field Inspectors Working under a RESNET Accredited Sampling Provider.

2. Third Party Testing is required for the following items:
   a. R402.5.1– Building Envelope – Thermal Air Barrier Checklist
   b. R402.5.1.2 – Testing – Air Leakage Rate
   c. R403.3.7 – Sealing – Duct Tightness
   d. Any other testing and inspections required under the code.

3. Alternate testing and inspection programs and protocols shall be allowed when approved by the Chief Building Code Official.

R106.6 Refunds (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been

duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

SECTION R109 – MEANS OF APPEALS (AMENDED)

Delete section R109 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 112 of the City of Avondale amendments to the International Residential Code, 2024 Edition. This process shall govern appeals under the International Energy Conservation Code, Residential Provisions in the City of Avondale, Arizona.

TABLE R402.5.1.1 - AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION (Amended)

COMPONENT	AIR BARRIER CRITERIA INSULATION	INSTALLATION CRITERIA
Rim joists	Rim joists shall include an air barrier. ~~The junctions of the rim board to the sill~~ ~~plate and the rim board and the subfloor~~ ~~shall be air sealed.~~	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board.

No changes to footnotes.

R403.3.7 Duct system testing. (Amended)

Each duct system shall be tested for air leakage in accordance with ANSI/RESNET/ICC 380 or ASTM E1554. Total leakage shall be measured with a pressure differential of 0.1 inch water gauge (25 Pa) across the duct system and shall include the measured leakage from the supply and return ductwork. A written report of the test results shall be signed by the party conducting the test and provided to the code official. Duct system leakage testing at either rough-in or post construction shall be permitted with or without the installation of registers or grilles. Where installed, registers and grilles shall be sealed during the test. Where registers and grilles are not installed, the face of the register boots shall be sealed during the test.

Exceptions:

1. Testing shall not be required for duct systems serving ventilation systems that are not integrated with duct systems serving heating or cooling systems.
2. Testing shall not be required where there is not more than 10 feet (3048 mm) of total ductwork external to the space conditioning equipment and both the following are met:

    2.1. The duct system is located entirely within conditioned space.
    2.2. The ductwork does not include plenums constructed of building cavities or gypsum board.

3. Where the space conditioning equipment is not installed, testing shall be permitted. The total measured leakage of the supply and return ductwork shall be less than or equal to 3.0 cubic feet per minute (85 L/min) per 100 square feet (9.29 m2) of conditioned floor area.
4. Where tested in accordance with Section R403.3.9, testing of each duct system is not required.
5. A duct air leakage test shall not be required where the ducts and air handlers are located entirely within the building thermal envelope.
6. Additions, alterations, renovations, or repairs to existing structures.
7. Conditioned garages

R403.6.3 Testing. (Amended)

Delete R403.6.3 in its entirety.

~~Mechanical *ventilation* systems shall be tested and verified to provide the minimum *ventilation* flow rates required by Section R403.6, in accordance with ANSI/RESNET/ICC 380. Where required by the code official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.~~

~~**Exceptions:**~~

~~1. Kitchen range hoods that are ducted to the outside with ducting having a diameter of 6 inches (152 mm) or larger, a length of 10 feet (3028 mm) or less, and not more than two 90-degree (1.57 rad) elbows or equivalent shall not require testing.~~
~~2. A third-party test shall not be required where the ventilation system has an integrated diagnostic tool used for airflow measurement, and a user interface that communicates the installed airflow rate.~~
~~3. Where tested in accordance with Section R403.6.4, testing of each mechanical ventilation system is not required.~~

Section R403.10.3 Covers (Amended)

Delete section R403.10.3 in its entirety.

~~Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other approved vapor-retardant means.~~

~~Exception: Where more than 75 percent of the energy for heating, computed over an operation season of not fewer than 3 calendar months, is from a heat pump or an on-site renewable energy system, covers or other vapor-retardant means shall not be required.~~

R403.11 Portable spas. (Amended)

Delete section R403.11 in its entirety.

~~The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.~~

R403.12 Residential pools and permanent residential spas. (Amended)

Delete R403.12 in its entirety.

~~Where installed, the energy consumption of residential swimming pools and permanent residential spas shall be controlled in accordance with the requirements of APSP 15.~~

R404.1 Lighting equipment. (Amended)

~~All~~ Not less than 90 percent of the permanently installed luminaires shall be capable of operation with an efficacy of not less than 45 lumens per watt or shall contain lamps capable of operation with an efficacy of not less than 65 lumens per watt.

Exceptions:

1. Appliance lamps
2. Antimicrobial lighting used for the sole purpose of disinfecting
3. General service lamps complying with DOE 10 CFR, Part 430.32
4. Luminaires with a rated electric input of not greater than 3.0 watts

R404.2 Interior lighting controls. (Amended)

Delete section R404.2 in its entirety.

~~All permanently installed luminaires shall be controlled as required in Sections R404.2.1 and R404.2.2.~~

~~**Exception**: Lighting controls shall not be required for safety or security lighting.~~

R404.2.1 Habitable spaces. (Amended)

Delete section R404.2.1 in its entirety.

~~All permanently installed luminaires in habitable spaces shall be controlled with a manual~~

~~dimmer or with an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off~~.

R404.2.2 Specific locations. (Amended)

Delete section R404.2.2 in its entirety.

~~All permanently installed luminaires in garages, unfinished basements, laundry rooms and utility rooms shall be controlled by an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off~~.

R404.3 Exterior lighting controls. (Amended)

Delete section R404.3 in its entirety.

~~Exterior lighting controls shall comply with Section R404.3.1.~~

R404.3.1 Controls for individual dwelling units. (Amended)

Delete section R404.3.1 in its entirety.

~~Where the total permanently installed exterior lighting power is greater than 30 watts, the permanently installed exterior lighting shall comply with the following:~~

1. ~~Lighting shall be controlled by a *manual* on and off switch which permits *automatic* shut-off actions.~~
2. ~~Lighting shall be automatically shut off when daylight is present and satisfies the lighting needs.~~
3. ~~Controls that override automatic shut-off actions shall not be allowed unless the override automatically returns automatic control to its normal operation within 24 hours~~.

R404.1.5 Gas lighting. (Amended)

Delete section R404.1.5 in its entirety.

~~Gas-fired lighting appliances shall not be equipped with a continuous pilot and shall be equipped with an on-demand pilot, intermittent ignition or interrupted ignition as defined by ANSI Z21.20~~.

TABLE R406.5 – MAXIMUM ENERGY RATING INDEX (Amended)

MAXIMUM ENERGY RATING INDEX		
CLIMATE ZONE	**ENERGY RATING INDEX NOT INCLUDING OPP**	**ENERGY RATING INDEX WITH OPP**
0 and 1	51	35
2	~~51~~ 57	34
3	50	33
4	53	40
5	54	43
6	53	43
7	52	46
8	52	46

2023 National Electrical Code
Local Amendments

The 2023 National Electrical Code Local Amendments are as follows:

Article 90.2 (G) Administrative code. (Amended)

(G) The International Building Code, 2024 Edition, Chapter One, as adopted and amended by the City of Avondale, shall be considered the administrative code for this sub-section.

Article 110.7 Wiring integrity. Completed wiring installations shall be free from short circuits, ground faults, or any connections to ground other than as required or permitted elsewhere in this code. All electrical equipment 1,000 amps or larger must pass a dielectric strength test by a qualified third party before requesting meter clearance.

210.52(C)(2) Island and Peninsular Countertops and Work Surfaces (Amended)

~~Receptacle outlets, if shall be installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface~~. At least one receptacle shall be installed at each island and peninsular countertop space with a long dimension of 24 inches (600 mm) or greater and a short dimension of 12 inches (300mm) or greater. A peninsular countertop is measured from the connected perpendicular wall.

210.52(C)(3) Receptacle Outlet Location

Receptacle outlets shall be located in one or more of the following:

(1) On or above, but not more than 500 mm (20 in.) above, a countertop or work surface

(2) In a countertop using receptacle outlet assemblies listed for use in countertops

(3) In a work surface using receptacle outlet assemblies listed for use in work surfaces or listed for use in countertops

Exception: To comply with the following conditions (1) and (2), receptacle outlets shall be permitted to be mounted not more than 12 inches (300mm) below the countertop or work surface. Receptacles mounted below a countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6 inches (150 mm) beyond its support base.

1. Construction for the physically impaired.
2. On island and peninsular countertops or work surface where the surface is flat across its entire surface (no backsplashes, dividers, etc.) and there are no means to mount a receptacle within 20 inches (500 mm) above the countertop or work surface, such as an overhead cabinet.

Receptacle outlets rendered not readily accessible by appliances fastened in place, appliance garages, sinks, or rangetops as covered in 210.52(C)(1), Exception No. 1, or appliances occupying assigned spaces shall not be considered as these required outlets.

ARTICLE 210 Branch Circuits

210.52(G)(1) Garages. In each attached garage and in each detached garage with electric power, at least one receptacle outlet shall be installed in each vehicle bay at not less than (18) inches and not more than 1.7 m (5 ½ ft.) above the floor.

Avondale Amendments to the
2024 International Existing Building Code

The 2024 International Existing Building Code Local Amendments are as follows:

[A] 101.1 Title. (Amended)

These regulations shall be known as the Existing Building Code of the City of Avondale, herein-after referred to as "this code."

[A] 108.6 Refunds. (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

SECTION 112 MEANS OF APPEAL (Amended)

Delete section 112 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Existing Building Code in the City of Avondale, Arizona.

[A] 112.4 Administration. (Amended)

Delete section 112.4 in its entirety.
~~The *Chief Building Official* shall take action without delay in accordance with the decision of the board. hearing officer.~~

Avondale Amendments to the 2024 International Swimming Pool & Spa Code

[A] 101.1: Title. (Amended)

These regulations shall be known as the Swimming Pool and Spa Code of The City of Avondale, hereinafter referred to as "this code."

[A] 103.1: ~~Creation of agency.~~ Official in responsible charge. (Amended)

The City of Avondale, Development Services Department, Building Services Division, official in charge thereof shall be known as the ~~*code*~~ *chief building official*. The function of the ~~agency~~ *chief building official* shall be the implementation, administration, and enforcement of the provisions of this code.

[A] 109.6 Refunds (Amended)

The Chief Building Official shall have the sole and exclusive authority, but shall not be obligated, to authorize the refund of fees paid pursuant to this code, and any such refund shall be strictly limited to the conditions expressly set forth herein. A full refund may be authorized where it is determined that a fee was erroneously paid or collected. Where a permit has been duly issued in accordance with this code and no work has been performed thereunder, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the permit fee paid; provided, however, that no refund shall be authorized after the performance of any field inspection conducted in connection with such permit. Where an application for a permit has been withdrawn or canceled prior to the commencement of any plan review activity, the Chief Building Official may authorize the refund of not more than eighty (80) percent of the plan review fee paid. In all cases, a refund shall not be considered or authorized unless a written application is submitted by the original permittee no later than one hundred eighty (180) calendar days from the date of permit issuance. Notwithstanding any other provision of this code, no person shall be entitled to, and the Chief Building Official shall not be obligated to grant, any refund of fees paid except as expressly authorized by this section, and no implied right to refund shall be deemed to exist.

SECTION 112 – MEANS OF APPEAL (Amended)

Delete section 112 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition. This process shall govern appeals under the International Swimming Pool and Spa Code in the City of Avondale, Arizona.

305.2.1 Barrier height and clearances. (Amended)

Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than ~~48~~ 60 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.
4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

Avondale Amendments to the
2024 International Property Maintenance Code

[A] 101.1 Title. (Amended)

These regulations shall be known as the *Property Maintenance Code* of The City of Avondale, Arizona, hereinafter referred to as "this code."

101.2.1 Appendices. (Amended)

City of Avondale shall adopt Appendix A as part of the City of Avondale's Property Maintenance Code, with the Chief Building Official authorized to prescribe additional methods of securing vacant or dangerous structures.

[A] 103.1 Creation of agency. (Amended)

The Building Services Division is hereby created and the official in charge thereof shall be known as the ~~*code official*~~ *Chief Building Official*. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code. Wherever in this code the term "code official" is used it shall mean Chief Building Official.

SECTION 202 – GENERAL DEFINITIONS (Amended)

The following section 202 definition for "**CODE OFFICIAL**" shall be deleted in its entirety and replaced with the following:

~~**[A] CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative~~.

[A] CODE OFFICIAL. The term "**Code Official**" shall mean the **Chief Building Official** of the City of Avondale, Arizona**,** or the Chief Building Official's duly authorized representative.

Section 105.1 General. (Amended)

The ~~*code official*~~ Chief Building Official is hereby authorized and directed to enforce the provisions of this code.

Section 106 – MEANS OF APPEALS (Amended)

Delete Section 106 in its entirety and substitute the following:

In order to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of this code, the appeals process shall be as set forth in Section 113 of the City of Avondale amendments to the International Building Code, 2024 Edition, or Section 112 of the City of Avondale amendments to the International Residential Code, 2024 Edition

ORDINANCE NO. 2046-1225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING THE DOCUMENT ENTITLED "CITY OF AVONDALE AMENDMENTS TO 2024 INTERNATIONAL CODES & 2023 NATIONAL ELECTRIC CODE" AS A PUBLIC RECORD; ADOPTING SAME BY REFERENCE; AND AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 4 (BUILDINGS AND BUILDING REGULATIONS), TO REPEAL AND REPLACE ARTICLES I (IN GENERAL), II (BUILDING CODE), III (ELECTRICITY), IV (FUEL AND GAS CODE), V (MECHANICAL SYSTEMS), VI (PLUMBING), VII (ENERGY CONSERVATION CODE), VIII (EXISTING BUILDING CODE), IX (MOVING BUILDINGS), XI (RESIDENTIAL CODE) AND A PORTION OF XII (CONSTRUCTION AND NOISE LIMITATIONS); AND ADDING ARTICLES XIII (PROPERTY MAINTENANCE CODE), ARTICLE XIV (SWIMMING POOLS, SPAS, AND AQUATIC FACILITIES), AND ARTICLE XV (SANITATION REQUIREMENTS FOR PUBLIC GATHERINGS).

WHEREAS, the International Code Council produces and provides model codes and standards for use by municipalities in the design, build and compliance process of structures; and

WHEREAS, the International Code Council allows certain municipalities to adopt editions of the international building codes with local amendments; and

WHEREAS, the City of Avondale has the need to modify certain provisions of the 2024 International Building Code and the 2023 National Electric Code to accommodate local needs, which local amendments are compiled in this Ordinance and on file with the City Clerk (the "Avondale Amendments"); and

WHEREAS, the City Council has determined that adoption of the 2024 International Building Code, the 2023 National Electric Code and the Avondale Amendments is necessary to update the City's building code regulations, bring uniformity to the development community and protect the public health, safety, and welfare of the City's residents.

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. That certain document known as City of Avondale Amendments to the 2024 International Codes & 2023 National Electric Code of which one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the City Clerk.

SECTION 3. The 2024 International Building Code and the 2023 National Electric Code are hereby referred to, adopted and made a part of hereof as if fully set out in this Ordinance.

SECTION 4. The Avondale Amendments are hereby referred to, adopted and made a part of hereof as if fully set out in this Ordinance.

SECTION 5. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article I (IN GENERAL) is hereby deleted in its entirety and replaced with the following:

4-1. Enforcement Officer. (Amended)

The terms "building official" or "administrative authority", as used in this chapter or in any publication adopted by reference herein, shall refer to the Chief Building Official of the City of Avondale.

Pursuant to 2024 IBC Sections 103.2 and 103.3, the Chief Building Official is authorized to appoint deputies, assistants, or other personnel as necessary to carry out the functions of the office, including inspections, plan reviews, permit issuance, and enforcement of this code. All deputies and assistants shall have the powers and duties delegated by the Chief Building Official, and may act in the name of the office to perform any duties prescribed under this chapter or the adopted codes.

Section 4-2. Penalty for Violation of Codes. (Amended)

(a) Violation and Penalty

It shall be unlawful for any person, firm, or corporation to violate, cause, permit, or maintain any condition or act in violation of the adopted 2024 International Codes of the City of Avondale, including all Avondale-specific amendments thereto. These codes include, but are not limited to:

The 2024 International Building Code (IBC)
The 2024 International Residential Code (IRC)
The 2024 International Mechanical Code (IMC)
The 2024 International Plumbing Code (IPC)
The 2024 International Fuel Gas Code (IFGC)
The 2024 International Energy Conservation Code (IECC)
The 2023 National Electrical Code (NEC)
The 2024 International Existing Building Code (IEBC)
The 2024 International Property Maintenance Code (IPMC)
The 2024 International Pool and Spa Code (IPSC)

All associated appendices and local amendments are adopted by ordinance and maintained on file with the City Clerk.

(1) Any person, firm, or corporation who violates, causes, permits, or continues any act, omission, or condition in violation of the foregoing Codes shall be guilty of a Class One misdemeanor.

(2) Upon conviction, such person or entity shall be subject to punishment as provided under A.R.S. § 13-707 and A.R.S. § 13-802, and as further authorized by the Avondale City Code, which may include:

(A) A fine not exceeding two thousand five hundred dollars ($2,500) for each offense;

(B) Imprisonment in the county jail for a term not exceeding six (6) months; or

(C) Both such fine and imprisonment.

(3) Each day that a violation continues, or each separate failure to comply with any provision of the adopted Codes or a lawful order of the Chief Building Official, shall constitute a separate offense.

(4) Nothing in this section shall prevent the City of Avondale, through the Chief Building Official, City Attorney, or other authorized representative, from taking civil, injunctive, or administrative action to restrain, correct, or abate any violation as permitted by law.

(b) Continuing Violations

Each day during which a violation is committed, continued, or permitted shall constitute a separate offense, subject to the same penalties outlined in subsection (a).

(c) Enforcement Authority

The Chief Building Official or authorized deputies shall have the authority to investigate, issue citations, stop work orders, revoke permits, or pursue other enforcement actions for any violation of the adopted codes. This authority explicitly includes the power to suspend or revoke a Certificate of Occupancy (C of O) for a building or structure that is in violation of any adopted code.

(d) Additional Remedies

Nothing in this section limits the City's ability to pursue civil enforcement, injunctive relief, or administrative penalties in addition to criminal penalties.

SECTION 6. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article II (BUILDING CODE) is hereby deleted in its entirety and replaced with the following:

Section 4-16. Adopted. (Amended)

(a) Adoption of Codes

The following codes, together with the City of Avondale Amendments applicable thereto, are hereby adopted by reference as the Building Codes of the City of Avondale, as if fully set forth herein:

2024 International Building Code (IBC) Amendments
2024 International Residential Code (IRC) Amendments
2024 International Plumbing Code (IPC) Amendments
2024 International Mechanical Code (IMC) Amendments
2024 International Fuel Gas Code (IFGC) Amendments
2024 International Energy Conservation Code (IECC) Amendments
2023 National Electrical Code (NEC) Amendments
2024 International Existing Building Code (IEBC) Amendments
2024 International Swimming Pool and Spa Code (ISPSC) Amendments
2024 International Property Maintenance Code (IPMC) Amendments

Three (3) copies of each code and amendments are on file in the office of the City Clerk of the City of Avondale. These codes regulate the construction, alteration, remodeling, repair, maintenance, conversion, and use of all buildings and structures within the corporate limits of the City. It is unlawful for any person, firm, or corporation to construct, erect, install, alter, repair, move, remove, maintain, or use any building or structure contrary to the provisions of these codes.

(b) Adopted Appendices

The following appendices are adopted by the City of Avondale:
2024 IBC: C, H, I, K, N
2024 IRC: BA, BB, BC, BF, BH, BI, BJ, BK, BL, BM, BN, CA, CB, CD, CE, CF, CG, NE, NF
2024 IPC: B, C, E
2024 IPMC: A

(c) Reference to Amendments

All Avondale-specific amendments to the above codes are hereby incorporated into the adopted codes and have the same force and effect as if fully set forth herein.

4-17. Fees. (Amended)

The Chief Building Official (CBO) is authorized to adopt and update all building permit, plan review, inspection, and related fees as established in the City of Avondale's 2024 ICC Building Codes and all subsequent building code amendments formally adopted by the City.

Fees adopted by the CBO shall take effect immediately upon adoption and shall be maintained on file in the Building Division for public inspection. The City Council may review the fee schedule as part of the annual budget process, but additional Council approval is not required for the CBO to implement code-based fee schedules.

4-18. Stabilized Adobe and Earthen Masonry. (Amended)

Scope: This section governs the use, design, testing, and installation of stabilized adobe and earthen masonry units in all building types and occupancies regulated under the 2024 International Building Code (IBC) and 2024 International Residential Code (IRC) within the City of Avondale.

(a) Material Standards

Only stabilized adobe units meeting specific criteria are permitted. The units must achieve a minimum average compressive strength of 700 psi, with no individual unit below 600 psi, tested in accordance with ASTM C1713 or an approved equivalent. The modulus of rupture shall be a minimum of 75 psi, tested per ASTM C1713 or an approved equivalent. Moisture absorption shall not exceed 8 percent by weight when tested under applicable ASTM standards. Unstabilized adobe or earthen masonry is strictly prohibited.

(b) Design and Submittal Requirements

All structural designs, including foundations, walls, bond beams, lintels, and anchorage, must be prepared by a registered design professional. Applicants are required to submit structural calculations demonstrating compliance with IBC or IRC requirements, soil composition and mix reports verifying clay and stabilizer content, and material testing results confirming compliance with the compressive strength, modulus of rupture, and absorption limits. All designs and submittals are subject to approval by the Chief Building Official prior to commencement of construction, in accordance with IBC Sections 107.1, 1704.2 and IRC Section R106.1.

(c) Construction Requirements

All adobe or stabilized earthen masonry walls shall be supported on continuous concrete footings or foundation systems designed and constructed in accordance with applicable provisions of the 2024 International Building Code (IBC) or the 2024 International Residential Code (IRC) for structures. Footings shall be designed to safely support the loads imposed by the masonry walls and any roof or floor loads, consistent with soil conditions, wall height, and structural design. Reinforcement, anchorage, and lateral support shall comply with the applicable IBC or IRC provisions for masonry construction.

(d) Inspection and Verification

Material testing shall be conducted on random samples from each batch of adobe units to ensure compliance with the approved standards. In addition, on-site inspections may be required by the Chief Building Official to verify that construction aligns with the approved designs and that all ASTM testing requirements have been satisfied.

(e) Prohibited Uses

Unstabilized adobe is strictly prohibited for any portion of a building. Adobe or earthen masonry shall not be used for foundations, basement walls, or load-bearing elements located below the

finished floor unless such use is specifically designed by a registered design professional and approved by the Chief Building Official.

SECTION 7. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article III (ELECTRICITY) is hereby deleted in its entirety and replaced with the following:

4.31. Electrical code adopted. (Amended)

(a) Adoption by Reference

That certain document designated and marked as the 2023 National Electrical Code (NEC), and that portion of the document entitled "The Avondale Amendments to the 2023 National Electrical Code", three (3) copies of each of which are on file in the office of the City Clerk of the City of Avondale, are hereby adopted by reference as the Electrical Code of the City of Avondale, as if fully set forth herein.

(b) Scope and Purpose

This Code shall regulate and control the installation, construction, remodeling, alteration, repair, conversion, maintenance, use, and removal of electrical systems, equipment, devices, and related installations within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

(c) Unlawful Acts

It shall be unlawful for any person to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove, or demolish any building, structure, premises, or electrical installation in a manner contrary to or in violation of the adopted Electrical Code, or to cause, allow, or permit such acts to occur.

(d) Enforcement and Penalty

Any person violating this Section shall be subject to all enforcement, penalties, and remedies provided under the City of Avondale Code, including those set forth in applicable ordinances related to building and safety compliance.

(e) Availability of Code

Copies of the 2023 NEC and the Avondale-specific amendments shall be maintained in the office of the City Clerk and made available for public inspection during normal business hours.

4-32. Electrical Permit Required. (Amended)

No person shall install, construct, alter, repair, replace, maintain, or remove any electrical system, equipment, or device regulated by the 2023 National Electrical Code (NEC) and the Avondale Amendments adopted in Section 4-31 of this Code without first obtaining an electrical permit issued by the Chief Building Official or their designee. Performing electrical work without the

required permit shall be deemed unlawful and a violation of this Code and may be subject to stop-work orders, fines, and other enforcement actions authorized by the City of Avondale.

4-33. Permit and inspection fees.

The fees for electrical permits shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution.

SECTION 8. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article IV (FUEL AND GAS CODE) is hereby deleted in its entirety and replaced with the following:

Section 4-46. Adopted.

That certain document designated and marked as the 2024 International Fuel Gas Code (IFGC), and those portions of the document entitled "The Avondale Amendments to the 2024 International Fuel Gas Code", three (3) copies of each of which are on file in the office of the City Clerk of the City of Avondale, are hereby adopted by reference as the Fuel Gas Code of the City of Avondale, as if fully set forth herein.

This Code shall regulate and control the installation, construction, alteration, repair, improvement, equipping, use, and maintenance of fuel gas systems and gas-fired appliances within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

It is hereby declared unlawful for any person to install, alter, repair, maintain, use, remove, or cause or permit the same to be done in a manner contrary to or in violation of the adopted Fuel Gas Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

SECTION 9. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article V (MECHANICAL SYSTEMS) is hereby deleted in its entirety and replaced with the following:

Section 4-61. Mechanical Code Adopted. (Amended)

That certain document designated and marked as the 2024 International Mechanical Code (IMC), and those portions of the document entitled "The Avondale Amendments to the 2024 International Mechanical Code", three (3) copies of each of which are on file in the office of the City Clerk of the City of Avondale, are hereby adopted by reference as the Mechanical Code of the City of Avondale, as if fully set forth herein.

This Code shall regulate and control the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to, and use of any heating, ventilating, comfort-cooling, refrigeration systems, incinerators, or other heat-producing appliances within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

It is hereby declared unlawful for any person to erect, install, alter, repair, add to, replace, use, or maintain any such mechanical equipment or heat-producing appliances, or to cause or permit the same to be done, in a manner contrary to or in violation of the adopted Mechanical Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

SECTION 10. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article VI (PLUMBING) is hereby deleted in its entirety and replaced with the following:

Section 4-76. Plumbing Code Adopted. (Amended)

That certain document designated and marked as the 2024 International Plumbing Code (IPC), including appendices B, C, and E, and those portions of the document entitled "The Avondale Amendments to the 2024 International Plumbing Code", three (3) copies of each of which are on file in the office of the City Clerk of the City of Avondale, are hereby adopted by reference as the Plumbing Code of the City of Avondale, as if fully set forth herein.

This Code shall regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, or maintenance of any plumbing systems and fixtures within all buildings, structures, premises, and property located within the corporate limits of the City of Avondale.

It is hereby declared unlawful for any person to install, alter, repair, maintain, use, or cause or permit the same to be done in a manner contrary to or in violation of the adopted Plumbing Code, and any such violation shall be subject to enforcement, penalties, and remedies as provided under the City Code.

SECTION 11. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article VII (ENERGY CONSERVATION CODE) is hereby deleted in its entirety and replaced with the following:

That certain document designated and marked as the 2024 International Energy Conservation Code (IECC), three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together with any Avondale-specific amendments adopted by the City Council and on file with the City Clerk, are hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Energy Conservation Code of the City of Avondale and shall regulate and control the design, construction, installation, alteration, repair, replacement, use, and maintenance of energy systems and energy efficiency requirements for all buildings and structures within the City of Avondale.

It shall be unlawful for any person to design, construct, alter, repair, equip, use, occupy, or maintain any building, structure, or system, or cause the same to be done, in violation of any provision of the Energy Conservation Code as herein adopted.

The provisions of this section are hereby declared to be minimum standards and shall not limit the City's authority to impose additional conditions necessary to protect the public health, safety, and welfare. In the event of a conflict between the Energy Conservation Code and any local amendment, resolution, or ordinance of the City of Avondale, the local provisions shall control.

SECTION 12. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article VIII (EXISTING BUILDING CODE) is hereby deleted in its entirety and replaced with the following:

4-101. Adopted. (Amended)

That certain document designated and marked as the 2024 International Existing Building Code (IEBC), three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together with any Avondale-specific amendments adopted by the City Council and maintained on file with the City Clerk, are hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Existing Building Code of the City of Avondale and shall regulate and control the repair, alteration, addition, change of occupancy, relocation, and maintenance of existing buildings and structures within the corporate limits of the City of Avondale.

It shall be unlawful for any person to repair, alter, enlarge, move, remove, convert, maintain, occupy, or use any building or structure, or cause or permit the same to be done, in violation of any provision of the Existing Building Code as herein adopted.

The provisions of this section are hereby declared to be minimum standards necessary to safeguard life, health, property, and public welfare. Nothing in this section shall be construed to prevent the City from establishing or enforcing more restrictive requirements when deemed necessary to protect the public interest, structural safety, or environmental quality.

In the event of any conflict between the provisions of the 2024 International Existing Building Code and any local ordinance, resolution, or amendment adopted by the City of Avondale, the local provisions shall govern.

SECTION 13. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article IX (MOVING BUILDINGS) (Division 1. Generally) is hereby deleted in its entirety and replaced with the following:

4-106. Relocation of Residential Buildings - Compliance Required. (Amended)

Notwithstanding any other provision of this chapter, a residential building may be relocated from one location within the City of Avondale to another location within the City only upon full compliance with all applicable provisions of:

The 2024 International Existing Building Code (IEBC), as adopted;
The 2024 International Residential Code (IRC), as adopted;
The City's Avondale-specific amendments to the above codes; and

All other applicable City codes, ordinances, and regulations.

Prior to the issuance of any relocation or moving permit, the Chief Building Official shall review and approve the proposed relocation plan to ensure compliance with structural and life-safety standards. The Chief Building Official may impose such conditions of approval as are necessary to safeguard the public health, safety, and welfare.

It shall be unlawful for any person to relocate or cause to be relocated any residential building within the City without the required approvals, permits, and compliance with this section.

4-107. Compliance with Building Codes Required. (Amended)

When a residential building moving permit is issued pursuant to Section 4-106, the building, upon placement at its new location, shall be brought into full compliance with the most recently adopted editions of the following codes of the City of Avondale, including all local amendments:

International Existing Building Code (IEBC)
International Residential Code (IRC)
International Plumbing Code (IPC)
National Electrical Code (NEC)
International Mechanical Code (IMC)
International Fuel Gas Code (IFGC)

All structural, plumbing, mechanical, electrical, and fuel gas systems shall be inspected, upgraded, rewired, replumbed, reconfigured, or otherwise brought into conformance with current code standards prior to issuance of a certificate of occupancy. The Chief Building Official must review and approve all work before occupancy is permitted.

The provisions of this section are declared to be minimum standards necessary to protect life, health, property, and the public welfare. Nothing in this section shall prevent the City from establishing more stringent requirements when necessary to ensure safety or full compliance with the adopted codes.

SECTION 14. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article IX (MOVING BUILDINGS) (Division 2. Permit) is hereby deleted in its entirety and replaced with the following:

4-116. Building Permit Required for Residential Building Relocation. (Amended)

No person shall relocate or move a residential building from one location within the City of Avondale to another location within the City without first obtaining a building permit issued by the Chief Building Official.

The building permit shall be issued only upon verification that the proposed relocation will comply with of the following:

The 2024 International Existing Building Code (IEBC);

Chapter 14: Relocated or Moved Buildings, as adopted;
The 2024 International Residential Code (IRC), as adopted;
All applicable Avondale-specific amendments to the above codes; and
All other applicable City codes, ordinances, and regulations.

The Chief Building Official may impose conditions of approval to ensure structural integrity, life-safety, energy efficiency, and compliance with City codes.

It shall be unlawful for any person to relocate a residential building without a valid building permit, or in violation of any condition imposed by the Chief Building Official. Violations may result in civil penalties, stop-work orders, revocation of any related permits, and any other remedies available under law.

4-117. Application and Fee for Residential Building Relocation. (Amended)

(a) Application Required.

An application for a building permit to relocate and place a residential building within the City of Avondale shall be submitted to the Chief Building Official. The application shall be accompanied by a non-refundable fee of one hundred eighty-five dollars ($185.00), in addition to any fees required under the City's adopted building codes. No permit shall be issued until all submission requirements are satisfied.

(b) Required Documentation.

The application shall include, at a minimum: Detailed plans for the transportation, placement, and installation of the building, prepared in accordance with 2024 IEBC Chapter 14 (Relocated or Moved Buildings) and the 2024 IRC; Documentation demonstrating compliance with all applicable plumbing, mechanical, electrical, and fuel gas codes (IPC, IMC, NEC, IFGC) and any Avondale-specific amendments; Any additional information requested by the Chief Building Official to ensure public safety, structural integrity, and compliance with all applicable codes, City ordinances, and amendments.

(c) Submission Requirements.

The application shall be submitted in conformance with rules and regulations adopted by the Chief Building Official. If the application is incomplete or fails to meet code requirements, the Chief Building Official shall provide the applicant with a written statement identifying the specific deficiencies. The applicant may submit a corrected or complete application addressing all deficiencies before the permit can be issued.

(d) Compliance.

It shall be unlawful to relocate or place a residential building within the City of Avondale without a valid permit or without full compliance with this section. Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be addressed in accordance with Section R112, Means of Appeals, of the 2024 IRC, but such appeals are limited

strictly to interpretation of code provisions and do not apply to denials based solely on administrative completeness or procedural issues.

4-118. Review and Issuance of Building Permit for Residential Building Relocation. (Amended)

(a) The Chief Building Official shall review all applications for a building permit to relocate a residential building within the City of Avondale to another location within the City. The review shall ensure that the proposed relocation, placement, installation, and connection to site utilities and traffic systems comply with the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Residential Code (IRC), the 2024 International Plumbing Code (IPC), the 2024 International Mechanical Code (IMC), the 2024 International Fuel Gas Code (IFGC), the 2024 International Energy Conservation Code (IECC), and all other applicable 2024 I-Codes adopted by the City, together with all City-specific amendments, zoning, traffic, fire, engineering, and public safety regulations.

(b) Submission requirements shall include, but are not limited to: design professional sealed drawings (structural, MEP, transport/placement details), sealed structural calculations, a code compliance narrative referencing the 2024 I-Codes and City amendments, and installation/connection details. The Chief Building Official may adopt rules and regulations to govern the submittal process and may require additional documentation as necessary.

(c) After review, the Chief Building Official shall issue the building permit if all requirements are satisfied. If the submission fails to conform, the permit shall be denied, and the Chief Building Official shall provide the applicant with a written statement identifying the specific code, ordinance, or amendment not satisfied. The applicant may submit a corrected or complete application addressing all deficiencies before the permit can be issued.

(d) Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be addressed to the Chief Building Official. Appeals under Section R112, Means of Appeals, of the 2024 IRC, are permitted only if the dispute involves the interpretation or application of a specific code provision. Appeals do not apply to denials based solely on administrative completeness, submittal deficiencies, or procedural issues.

(e) Upon approval and issuance of the permit, the relocated building shall be inspected in accordance with the requirements of the 2024 I-Codes and City rules at critical stages, including transport, placement/anchorage, utility connections, and prior to occupancy. No certificate of occupancy shall be issued until final inspection approval has been granted by the Chief Building Official.

(f) The Chief Building Official may impose additional conditions or safeguards as necessary to protect public health, safety, and welfare, and to ensure that the relocated building operates in compliance with all applicable codes, City ordinances, and amendments.

4-119. Appeals. (Amended)

(a) No building permit shall be issued for the relocation of a residential building within the City of Avondale until the application is complete and fully complies with all applicable City codes, ordinances, and adopted amendments, including the 2024 International Residential Code (IRC), the 2024 International Existing Building Code (IEBC), and any Avondale-specific modifications.

(b) If an application is incomplete or fails to meet code requirements, the Chief Building Official shall notify the applicant in writing, specifying all deficiencies or required corrections. The applicant must submit a corrected or complete application addressing all identified deficiencies before the permit can be issued.

(c) Any dispute regarding the interpretation or application of the adopted codes in the review of construction documents may be appealed in accordance with Section R112, Means of Appeals, of the 2024 IRC, as adopted by the City of Avondale. Such appeals are limited strictly to interpretation of code provisions and do not create a separate right to appeal a permit denial based solely on administrative completeness or procedural issues.

(d) The Chief Building Official shall review corrected applications and issue the permit only upon verification of full compliance with all applicable codes, ordinances, and amendments.

SECTION 15. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article XI (RESIDENTIAL CODE) is hereby deleted in its entirety and replaced with the following:

Sec. 4-151. Adopted. (Amended)

(a) Adoption of the Code.

That certain document designated and marked as the 2024 International Residential Code, together with the City of Avondale Amendments to the 2024 International Residential Code and the following appendices: BA, BB, BC, BF, BH, BI, BJ, BK, BL, BM, BN, CA, CB, CD, CE, CF, CG, NE, and NF, three (3) copies of each of which are on file in the office of the City Clerk of the City of Avondale, are hereby adopted by reference and declared to be the Residential Code of the City of Avondale, as if fully set forth herein.

(b) Scope of Application.

The Residential Code shall govern the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every residential building or structure, including all appurtenances connected or attached thereto, within the City of Avondale.

(c) Detached Dwellings and Townhouses.

Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height, and their accessory structures not more than three stories above grade plane in

height, shall comply with the provisions of this code and the City of Avondale Amendments to the 2024 IRC.

(d) Middle Housing (State-Mandated Compliance).

Where preempted by Arizona law, including A.R.S. § 9-462.10, duplexes, triplexes, and fourplexes shall comply with the 2024 International Residential Code and the City of Avondale Amendments. Nothing in this section shall be interpreted to conflict with applicable state law regarding middle housing.

(e) Unlawful Acts.

It shall be unlawful for any person to construct, enlarge, alter, repair, relocate, replace, maintain, remove, demolish, equip, use, or occupy any residential building or accessory structure, or to cause or permit the same, in violation of any provision of the Residential Code of the City of Avondale.

SECTION 16. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article XII (CONSTRUCTION NOISE LIMITATIONS), Sections 4-160 through 4-168 are hereby deleted in their entirety and replaced with the following:

Sec. 4-160. Definitions. (Amended)

For purposes of this Article, "Construction work" includes the following activities:

Mixing, pouring, or finishing concrete;

Operating construction-related equipment, tools, or devices;

Erecting, demolishing, altering, or repairing any building, structure, or project;

Loading and unloading construction equipment or the idling of delivery trucks; and

Grading, excavation, or filling.

"Construction work" does not include:

Termite pre-treatment;

Loading or unloading of sod, landscaping materials, or other building materials; or

Sod installation or landscaping work.

Sec. 4-161. Enforcement. (Amended)

The City Manager, the Chief Building Official, or their authorized designees shall have the authority to enforce the provisions of this Article. Enforcement may include inspection of construction sites, investigation of complaints, issuance of notices of violation, and any other

action necessary to ensure compliance with the time restrictions and other provisions of this Article.

Sec. 4-162. Prohibition on Non-Complying Construction Work. (Amended)

Unless exempt under Section 4-163 or permitted under Section 4-166, it is unlawful for any person to perform construction work within the City limits in violation of the time restrictions set forth in this Article.

Sec. 4-163. Exemptions. (Amended)

The time restrictions of this Article shall not apply to construction work that:

Is necessary to protect the health, safety, or welfare of persons or property in an emergency;

Is part of a public-works project that the City Manager, Chief Building Official, or authorized designee determines is required to serve the public interest; or

Involves the maintenance or restoration of utilities, cable, or telephone service.

Sec. 4-164. Weekday Start and Stop Times (Monday–Friday). (Amended)

(a) Summer period (May 1 – October 15). In accordance with state law (Senate Bill 1182), for construction performed under a valid building permit: work may begin no earlier than 5:00 a.m. and must stop by 7:00 p.m. on weekdays.

(b) Non-summer period (October 16 – April 30). Work may begin no earlier than 6:00 a.m. and must stop by 7:00 p.m. on weekdays.

Sec. 4-165. Weekend and Holiday Start and Stop Times. (Amended)

Construction work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. on Saturdays, Sundays, and all City, State, and Federal holidays.

Sec. 4-166. Permitted Exceptions. (Amended)

(a) Construction work may occur outside of the time restrictions set out in Sections 4-164 or 4-165 if an exception permit is issued by the City Manager, Chief Building Official, or authorized designee and is displayed onsite.

(b) An exception permit may be granted if one or more of the following conditions is met:

(1) Construction noise in the vicinity is less objectionable at off-hours due to lower population or different neighboring activities;

(2) Night or early-morning work would result in less interference with traffic, particularly on heavily travelled streets;

(3) The nature of the work emits sufficiently low noise that disturbances will not be significant;

(4) Great economic hardship would occur if the work were extended over a longer period; or

(5) The remote location of the work site or the non-residential character of surrounding land uses renders early or late work less objectionable.

(c) The City Manager, Chief Building Official, or designee may impose conditions on the exception permit as necessary to protect the public interest — including limits on hours, equipment, noise level, or work type.

(d) The City Manager, Chief Building Official, or designee may revoke the exception permit upon written complaint and substantial evidence that the work has caused a significant disturbance in the vicinity.

(e) Permit Fee. A non-refundable fee of $400.00 shall be charged for each exception permit issued under this Section. This fee covers administrative review, inspections, and enforcement related to the off-hour construction activities.

Sec. 4-167. Stop Work Orders; Violations. (Amended)

In addition to any other remedy set forth in this Article, the Chief Building Official, or authorized designee may issue a stop work order for construction performed in violation of this Article. It is unlawful for any person to continue work in violation of a stop work order issued pursuant to this Section.

Sec. 4-168. Civil Penalties. (Amended)

(a) Base Civil Fines. Any person who violates a provision of this Article may be subject to the following civil fines within any two-year period:

First violation: $250.00
Second violation: $500.00
Third violation: $1,000.00

(b) Additional Fees and Surcharges. Any judgment issued by the Avondale City Court shall include all surcharges and fees required by state law, in addition to the civil fines set forth in this Article.

(c) Collection of Judgments. Civil judgments under this Article shall be collected in the same manner as other civil judgments pursuant to the Arizona Revised Statutes.

SECTION 17. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), is hereby amended by the addition of a new Article XIII (PROPERTY MAINTENANCE CODE), as follows:

4-170. Adopted.

That certain document designated and marked as the 2024 International Property Maintenance Code (IPMC), three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together with Appendix A and any Avondale-specific amendments adopted by the City Council and maintained on file with the City Clerk, is hereby adopted by reference and made a part of this Code as though fully set forth herein.

This Code shall be known as the Property Maintenance Code of the City of Avondale and shall govern the maintenance, occupancy, use, and condition of all structures and premises within the corporate limits of the City. Its purpose is to ensure that structures and premises are maintained in a safe, sanitary, and habitable condition, and to empower the City to protect life, health, property, and public welfare.

4-171. Creation of Agency and Definition of Code Official.

The Building Services Division is hereby established, and the official in charge shall be known as the Chief Building Official, who shall serve as the Code Official for the City of Avondale. Whenever the term "code official" appears in this Code, it shall refer to the Chief Building Official.

In accordance with IPMC §103.3, the Chief Building Official may appoint deputy code officials, technical officers, inspectors, and other employees. Such personnel shall exercise enforcement authority under the direction of the Chief Building Official and in accordance with the IPMC and City amendments.

4-172. General Enforcement Authority.

The Chief Building Official is authorized to enforce all provisions of this Code and may:

Conduct inspections and investigations;

Issue notices, orders, or condemnations;

Require repair, rehabilitation, securing, vacation, or demolition of structures;

Coordinate with law enforcement, fire, or other City departments;

Take immediate action where a structure presents an imminent hazard to life, health, or property.

All enforcement actions shall be carried out in accordance with the IPMC and City-adopted amendments.

4-173. Dangerous, Unsafe, or Unfit Structures.

The Chief Building Official may declare any structure or premises dangerous, unsafe, or unfit for human habitation, and take action to protect public health, safety, and welfare. Actions may include:

Ordering repairs, rehabilitation, securing, vacation, or demolition;

Restricting or prohibiting occupancy;

Securing or boarding vacant, abandoned, or dangerous structures in accordance with Appendix A;

Coordinating enforcement with other City departments;

Taking immediate action under the IPMC's imminent danger provisions.

4-174. Remedies and Compliance.

The Chief Building Official may issue notices specifying violations and timelines for correction, or proceed immediately when authorized by the IPMC. Noncompliance constitutes a violation subject to enforcement under the IPMC, including civil or injunctive remedies.

4-175. Conflict of Provisions.

In the event of any conflict between the 2024 IPMC, any Avondale-specific amendment, or any local ordinance, the more stringent local provision shall govern, provided it remains consistent with the IPMC.

4-176. Minimum Standards and Local Enforcement Option.

The provisions of this Code constitute minimum standards necessary to protect life, health, property, and public welfare. Nothing herein shall prevent the Chief Building Official or City Council from adopting or enforcing more restrictive measures consistent with the IPMC.

SECTION 18. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), is hereby amended by the addition of a new Article XIV (SWIMMING POOLS, SPAS, AND AQUATIC FACILITIES), as follows:

4-177. Purpose.

The purpose of this section is to regulate the design, construction, maintenance, operation, and safety of all swimming pools, spas, and aquatic facilities within the City of Avondale, in accordance with the 2024 International Pool and Spa Code (IPSC). These regulations are intended to protect public health, safety, and welfare, and to prevent accidents, injuries, and water-borne hazards.

4-178. Adoption of the International Pool and Spa Code (IPSC).

The City of Avondale hereby adopts by reference the 2024 International Pool and Spa Code (IPSC), including all sections, tables, and figures, as published by the International Code Council (ICC), together with any Avondale-specific amendments adopted by the City Council and maintained on file with the City Clerk. Three copies shall be kept on file in the Office of the City Clerk for public inspection.

4-179. Definitions.

All terms used in this section shall have the meaning set forth in the 2024 IPSC, including but not limited to:

"Aquatic Facility" means any swimming pool, spa, or other water feature subject to public or private use.

"Public Pool/Spa" means a facility available for use by more than one dwelling unit or the general public.

"Private Pool/Spa" means a facility used exclusively by the occupants of a single dwelling unit.

"Operator" means the person or entity responsible for maintenance and safety compliance of the pool or spa.

4-180. Authority of the Chief Building Official.

The Chief Building Official (CBO) is authorized to:

(a) Inspect, monitor, and enforce compliance with all provisions of the IPSC, including construction, operation, and maintenance standards.

(b) Issue orders, notices, or citations to ensure safety, sanitation, and structural integrity.

(c) Require immediate corrective action or temporary closure if a pool, spa, or aquatic facility presents an imminent danger to life, health, or property.

(d) Approve or deny permits for construction, alteration, or modification of any pool or spa in accordance with the IPSC and City amendments.

(e) Coordinate with other City departments, including fire, health, or public safety, when hazards are identified.

4-181. Construction and Design Compliance.

All swimming pools, spas, and aquatic facilities shall be:

(a) Designed and constructed in accordance with IPSC structural, electrical, plumbing, and safety requirements;

(b) Equipped with required safety barriers, fencing, alarms, and anti-entrapment devices; and

(c) Provided with proper circulation, filtration, and water treatment systems to ensure sanitary conditions.

4-182. Operation and Maintenance.

Owners and operators of pools and spas must ensure:

(a) Regular maintenance and inspection of mechanical, electrical, and water treatment systems;

(b) Compliance with lifesaving equipment, signage, and barrier requirements;

(c) Proper recordkeeping of inspections, maintenance, and chemical testing; and

(d) Prompt reporting of accidents, injuries, or unsafe conditions to the Chief Building Official.

4-183. Audible Alarm Alternative for Doors Providing Direct Access to the Pool Enclosure.

In accordance with A.R.S. § 36-1681 and the safety provisions of the 2024 IPSC, where a dwelling unit wall forms any part of the required pool or spa barrier, the door or doors providing direct access from the dwelling to the pool or spa enclosure shall comply with A.R.S. § 36-1681(B)(3).

As an alternative to the self-closing and self-latching door requirement of subsection (B)(3)(a), the installation of an audible alarm system shall be permitted, provided the alarm meets all of the following standards:

(a) Listed and labeled in accordance with UL 2017, General-Purpose Signaling Devices and Systems – Safety for Use in Hazardous Locations;

(b) Activates within seven (7) seconds of the door, screen, or barrier being opened and sounds continuously for a minimum of thirty (30) seconds;

(c) Capable of being heard throughout the dwelling during normal household activities;

(d) Automatically resets under all conditions;

(e) May include a manual bypass or deactivation switch for a single opening, not exceeding fifteen (15) seconds, with the switch located at least fifty-four (54) inches above the threshold of the door. Where such an alarm system is installed and maintained in accordance with this section, it shall be deemed to satisfy the provisions of A.R.S. § 36-1681(B)(3) for that door or access point. All other barrier, fence, gate, height, spacing, and latch requirements of A.R.S. § 36-1681 and the 2024 IPSC shall remain fully applicable and enforceable.

4-184. Enforcement.

The Chief Building Official may:

(a) Issue compliance orders requiring correction of unsafe or unsanitary conditions;

(b) Suspend or revoke permits for noncompliance;

(c) Close pools, spas, or aquatic facilities posing imminent hazards; and

(d) Seek civil penalties or injunctive relief consistent with City Code and IPSC enforcement provisions.

4-185. Conflict and Compliance.

Where a conflict exists between the IPSC and City-adopted amendments, the City's provision shall govern, provided it does not violate the minimum safety standards of the IPSC. All enforcement actions must comply with due process and the public health and safety intent of the Code.

4-186. Pool Barrier Enforcement - Age Verification Exemption

(a) Applicability – All residential swimming pools and spas within the City of Avondale must comply with the barrier requirements of A.R.S. § 36-1681 and the 2024 IPSC.

(b) No Age Verification – The City is not required to verify the age of residents. Enforcement applies regardless of whether any residents are under six (6) years old.

(c) More Stringent Requirement – This section imposes a stricter standard than the state exemption, ensuring all pools and spas have compliant barriers at all times.

(d) Chief Building Official Authority – The Chief Building Official (CBO) may inspect, issue orders, citations, or require corrective action to ensure barrier compliance, without consideration of resident ages.

(e) Conflict with State Law – If this section conflicts with A.R.S. § 36-1681, the stricter City requirement shall govern, unless prohibited by higher authority.

SECTION 18. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), is hereby amended by the addition of a new Article XV (SANITATION REQUIREMENTS FOR PUBLIC GATHERINGS), as follows:

4-186. Purpose.

The purpose of this section is to establish minimum sanitation facility standards for public, commercial, or religious gatherings within the City of Avondale when adequate permanent restroom facilities are not available on-site. These regulations are intended to protect public health,

safety, and welfare, and to ensure accessibility for persons with disabilities, consistent with ADA requirements, Arizona law, and Maricopa County regulations.

4-187. Applicability.

This section applies to any event, gathering, or activity held on property within the City of Avondale where permanent toilet facilities are insufficient for anticipated attendance. This includes commercial events, community festivals, religious ceremonies, and similar public assemblies.

4-188. General Requirements.

(a) Temporary sanitation facilities shall be provided based on anticipated event attendance as shown in the tables below.

(b) All facilities must be maintained in a clean, sanitary, and fully operational condition throughout the event.

(c) ADA-compliant units are in addition to the standard chemical toilets required. At least one (1) ADA-compliant unit must be provided for every 25 standard units, rounded up. Standard chemical toilets cannot be substituted to satisfy the ADA requirement.

(d) At least one (1) hand-wash station must be provided for every 50 attendees, rounded up. Additional stations may be required at the discretion of the Chief Building Official (CBO) to ensure public health and safety.

(e) The CBO retains authority to require additional sanitation measures for any event to protect public health.

(f) No permit from the Chief Building Official is required for the provision of temporary sanitation facilities.

4-188.1. Minimum Sanitation Facility Requirements.

Anticipated Attendees	Standard Chemical Toilets	ADA-Compliant Toilets (In Addition)	Hand-Wash Stations
1 – 50	1	1	1
51 – 100	2	1	2
101 – 200	4	2	4
201 – 300	6	3	6
301 – 400	8	4	8
401 – 500	10	5	10
501 – 750	15	6	15
751 – 1000	20	8	20
1001 – 1500	30	12	30

Anticipated Attendees	Standard Chemical Toilets	ADA-Compliant Toilets (In Addition)	Hand-Wash Stations
1501 – 2000	40	16	40
2001+	Determined by CBO	Determined by CBO	Determined by CBO

Note: ADA-compliant units are required in addition to standard chemical toilets. The CBO may adjust requirements for large or unique events to ensure sufficient sanitation, accessibility, and public safety.

4-189. CBO Authority.

The Chief Building Official may:

(a) Inspect temporary sanitation facilities at any event to ensure compliance with this Section.

(b) Require additional toilets, ADA-compliant units, hand-wash stations, or other sanitation measures if necessary to protect public health.

(c) Temporarily halt the event or restrict attendance if sanitation deficiencies create a public health hazard.

(d) Interpret and apply the requirements of this Section to ensure conformance with Arizona and Maricopa County law, including ADA compliance, while maximizing local public health protections.

4-190. Conflicts and Precedence.

Where any provision of this Section conflicts with state or county regulations, the more restrictive provision shall govern, provided that it does not violate minimum state or federal law. Nothing in this Section shall be construed to limit or reduce the authority of the Chief Building Official as provided under state law, city code, or the I-Codes adopted by the City.

SECTION 19. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or any provision of the adopted codes or the Avondale Amendments is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 20. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 1, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: Special Events Update

MEETING DATE: 12/1/2025

TO: Mayor and Council

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

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:
City Council will receive an update from staff on special events held to date this fiscal year, including attendance figures, collected survey data, and other key metrics. Staff will also provide an overview of the remaining special events scheduled for the rest of the fiscal year. This item is for discussion only.

BACKGROUND:
Each year, staff shares updates on previous and upcoming special events with the City Council and the public.

DISCUSSION:
The Park, Recreation, and Libraries Department hosts a variety of recurring and signature events, from cultural celebrations to markets, concerts, and community resource fairs. These events bring residents together while promoting community health and wellness, highlighting the city's parks, trails, and outdoor amenities, and encouraging nature education through hands-on activities and environmental programs. This presentation will provide the Mayor and City Council with an overview of special events held so far this fiscal year, as well as a preview of the events scheduled for the remainder of the fiscal year. The upcoming event schedule is included for reference.

<u>Winter 2025/2026 Events</u>

- WinterFest - Saturday, December 6
- Avondazzle Holiday Light Display - Saturday, December 6 - Thursday, January 1
- Mercados & Melodies: Health and Wellness - Friday, January 23
- Tres Rios Nature Festival - Saturday, February 28 - Sunday, March 1

Spring & Summer 2026 Events

- Mercados & Melodies: Country Night - Friday, March 20
- Eggstravaganza - Thursday, April 2 and Friday, April 3
- KidFest - Saturday, April 11
- Avondale Fiesta - Saturday, May 2
- Memorial Day Ceremony - Monday, May 25
- Juneteenth Celebration - Friday, June 19
- Light Up the Sky - Saturday, July 4

Upcoming Run Events

- Avondazzle Dash - Saturday, December 20
- Hoot 'n' Hustle - Saturday, March 21

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Stacy Swainston*

CITY COUNCIL REPORT

ITEM NUMBER: 5.b.

SUBJECT: Aquatic Center Update

MEETING DATE: 12/1/2025

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and Libraries Director

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will receive a comprehensive overview of the recent Aquatic Center operations, including programming highlights, attendance data, and key performance indicators. This item is for discussion only.

BACKGROUND:
On April 26, 2025, the Avondale Aquatic Center opened for the season with WaveFest, offering a special weekend of open swim ahead of the start of summer hours and programming on Memorial Day. Now in its second full summer of operation, the facility continued to demonstrate strong community impact, drawing significant attendance and high engagement in swim lessons, recreation swim, and competitive programs.

Throughout the 2025 season, the Aquatics Division focused on strengthening local partnerships, enhancing lifeguard retention, expanding program offerings, and evaluating existing activities to ensure they meet the evolving needs of residents. The facility also proudly earned the 2025 Outstanding Aquatic Program Award from the Arizona Parks & Recreation Association for WaveFest.

The Avondale Aquatic Center served as a regional hub for youth athletics, hosting swim teams from:

- West Point High School
- West View High School
- Tolleson Union High School
- La Joya Community High School

During the 2025 season, the center:

- Attracted more than 60,000 visitors.
- Enrolled over 2,000 participants in Learn-to-Swim programs.
- Employed 62 part-time staff members, primarily local youth gaining valuable work experience.
- Hosted seven aquatic-themed community events, welcoming families and promoting water safety, wellness, and recreation.

These efforts highlight Avondale's commitment to providing high-quality aquatic services, supporting youth development, and creating a safe, fun, and engaging environment for the community.

DISCUSSION:
Staff will present an overview of Aquatic Center operations for the past season, including attendance trends, program participation, and notable operational highlights. The update will also address staffing, partnerships, ongoing program development, and upcoming Aquatic Center schedules.

BUDGET IMPACT:
Aquatic Center revenue and operational costs are budgeted for FY2026.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Stacy Swainston*