



City of Avondale

City Council Meeting

Monday, January 26, 2026

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.



City Council Meeting Notice & Agenda Monday, January 26, 2026

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

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

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

b. RECOGNITION OF AVONDALE HIGH SCHOOL'S RECEIVING LETTER GRADE A ACHIEVEMENT

City Council will recognize La Joya Community High School and West Point High School for their recent accomplishment of receiving a letter grade A from the Arizona State Board of Education. This item is for discussion only.

c. HOLIDAY SCHOOL SPIRIT FOOD DRIVE AWARDS PRESENTATION

City Council will recognize schools that participated in the 2025 Holiday School Spirit Food Drive and provide special recognition to the schools that generated the greatest amount of food to support the community. This item is for discussion only.

d. AVONDALE BUSINESS SPOTLIGHT PROGRAM AWARD

City Council will receive an update from the Economic Development Department relating to the Avondale Business Spotlight Program Award. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. CALL AND NOTICE OF ELECTION

City Council will consider a request to: (a) call a Primary Election on August 4, 2026, or on a date otherwise prescribed by state law, and if necessary, a General Election on November 3, 2026; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election. The Council will take appropriate action.

b. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE — LA FIESTA MARKET CARNICERIA 2 LLC

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 Martha Chiman for the sale of alcohol at La Fiesta Market Carniceria 2 LLC located at 27 N Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. QUARTERLY BUDGET TRANSFER

City Council will consider requests to approve quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

d. RESOLUTION 1007-0126 — ADOPTING THE STATE OF ARIZONA NOMINATION FILING DATES, BALLOT PREPARATION DATES, AND STATE ELECTION PROCEDURES MANUAL FOR THE AUGUST 4, 2026 MUNICIPAL ELECTION

City Council will consider a request to adopt Resolution 1007-0126, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 4, 2026 election (unless otherwise amended by the Arizona State Legislature), adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; 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 1008-0126 — AUTHORIZING GRANT ACCEPTANCE FROM ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A LITHIUM-ION BATTERY DIVERSION INITIATIVE

City Council will consider a request to adopt Resolution 1008-0126, authorizing the City Manager to accept grant funds in the amount of \$20,490 from the Arizona Department of Environmental Quality's Waste Reduction Assistance (WRA) program for the development and implementation of a lithium-ion battery diversion program, 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 2001-0126 — ACQUISITION OF REAL PROPERTY FOR PUBLIC USE LOCATED SOUTH OF EAST HILL DRIVE AND WEST OF NORTH SIXTH STREET

City Council will consider a request to adopt ordinance 2001-0126, approving the acquisition of real property for public use located south of East Hill Drive and west of North Sixth Street, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2002-0126 - ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS); ARTICLE 8 (PARKING); ARTICLE 9 (SIGNS); ARTICLE 12 (LANDSCAPE, WALLS, AND FENCES) — APPLICATION PL-25-0291

City Council will hold a public hearing and consider a request to adopt Ordinance 2002-0126, approving city-initiated text amendments to the Zoning Ordinance, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendments will remove references to the obsolete City Center District (CCD) zoning district and allow for continued refinement of the Zoning Ordinance, allow for clerical corrections, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance. The Council will take appropriate action.

b. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF AVONDALE AND THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFFA) LOCAL 3924

City Council will consider a request to approve the Memorandum of Understanding between the City of Avondale and the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2026 through June 30, 2028 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

(5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an Executive Session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) and (A)(3) for discussion of the mid-year performance evaluation and salary of the City Manager and for discussion or consultation with the City Attorney for legal advice regarding the duties and responsibilities of the City Manager and City Council.

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 video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

ITEM NUMBER: 2.a.

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 1/26/2026

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: **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 Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:

The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:

Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:

None

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution: Christopher Lopez; Edith Baltierrez; Donna Gardner

ITEM NUMBER: 2.b.

SUBJECT: Recognition of Avondale High School's Receiving Letter Grade A Achievement

MEETING DATE: 1/26/2026

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: **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 La Joya Community High School and West Point High School for their recent accomplishment of receiving a letter grade A from the Arizona State Board of Education. This item is for discussion only.

BACKGROUND:

Arizona Revised Statutes § 15-241 requires the Arizona Department of Education, with final approval from the State Board of Education, to give every public school an annual letter grade from A to F. These grades are based on how students improve each year. The system evaluates year-to-year student academic growth, proficiency in English language arts, mathematics, and science, the proficiency and growth of English language learners, and indicators of readiness for high school, college, and careers, and high school graduation rates. Additional information regarding the A-F School Letter Grades can be found at the following link: <https://azsbe.az.gov/schools/a-f-school-letter-grades>

DISCUSSION:

City Council will recognize Tolleson Union High School District, La Joya Community High School and West Point High School for their recent accomplishment of receiving a letter grade A from the Arizona Board of Education.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Christopher Lopez; Edith Baltierrez; Donna Gardner

ITEM NUMBER: 2.c.

SUBJECT: Holiday School Spirit Food Drive Awards Presentation

MEETING DATE: 1/26/2026

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.

PURPOSE:

City Council will recognize schools that participated in the 2025 Holiday School Spirit Food Drive and provide special recognition to the schools that generated the greatest amount of food to support the community. This item is for discussion only.

BACKGROUND:

The Holiday School Spirit Food Drive was created in 2008 to address the overwhelming demand that local food banks experience during the holidays. The concept was to establish a competition sponsored by the Avondale Youth Advisory Commission and challenge students to address a critical need. Since its inception in 2008, the food drive has generated over 160,000 lbs of food.

DISCUSSION:

The Neighborhood and Family Services Department — Youth and Community Engagement Division and Avondale Youth Advisory Commission partnered with 10 local schools in Avondale for the 2025 Annual School Spirit Holiday Food Drive. The food drive took place from November 3–December 5, 2025 to benefit Avondale residents through the St. Mary's Food Bank. The food drive generated 8,085 pounds of food, which equates to 6,737 meals provided to those in need. Avondale schools and students will be recognized for their kindness, generosity and school spirit.

BUDGET IMPACT:

None

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Christopher Lopez, Edith Baltierrez, Donna Gardner

ITEM NUMBER: 2.d.

SUBJECT: Avondale Business Spotlight Program Award

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Jennifer Stein, Economic Development 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: **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 receive an update from the Economic Development Department relating to the Avondale Business Spotlight Program Award. This item is for discussion only.

BACKGROUND:

The Avondale Economic Development Department has developed a recognition program to identify and formally recognize business owners and operators that have made a meaningful local impact by going above and beyond their normal business operations, donating their time, talent, and treasures to the community.

Examples include but are not limited to: staff volunteering in the community, collaborating with fellow Avondale business owners, hosting donation drives and/or supporting local causes or charities.

The businesses recognized through this program will be awarded with:

- A certificate of recognition presented at City Council
- A presentation to City Council highlighting the impact worthy of recognition
- A subsequent photo opportunity
- Recognition on social media
- Recognition on the Avondale Economic Development website
- Print recognition in the RAVE Review publication

Recognition will be provided for at least one Avondale business per quarter, with the first recognition being

provided for Panaderia La Central on January 26, 2026, for providing couples free wedding cakes when another bakery in the valley abruptly closed.

A quarterly post on social media will ask Avondale residents to suggest a business and describe how this business/organization is making a positive contribution to the greater Avondale community, outside of regular business operations, with specific metrics, such as dollar amounts, number of individuals impacted, partnerships, etc., if possible. Nominations can also be submitted to the Avondale Economic Development Department by emailing ecdev@avondaleaz.gov or calling 623-333-1400.

DISCUSSION:

The vision of the Economic Development Department is to establish Avondale as a central hub for innovation, healthcare, advanced manufacturing, and entertainment, driving job creation, revenue generation, workforce development, business retention & expansion, and tourism while creating a long-term economic development strategy that leverages land resources effectively through quality investments to increase the quality of life and make the community better for our residents and business owners. The Avondale Business Spotlight Award Program was developed to honor business owners and operators that give back to the community, providing recognition for the impact they have achieved.

The Avondale Economic Development Department will be seeking out and accepting nominations from the Avondale community for consideration of the award. Our team will also be out in the community interacting with the businesses and looking for ways to honor them through this award. The award will be given quarterly and presented at a City Council Meeting. The winner will be provided with a Certificate, recognition on social media, recognition on the Avondale Economic Development Department website, and the RAVE review publication.

In late 2025, a sudden and unexpected closure of a long-standing Phoenix bakery left dozens of community members without their prepaid wedding cakes or any hope of a refund. For soon-to-be brides and grooms, this wasn't just a financial loss; it was a source of significant distress just days before a major life milestone.

Yolanda Chavez, the co-owner of Panaderia La Central and a cake baker of more than 30 years, saw the news of the shuttered bakery and decided to step in, providing custom wedding cakes to affected couples completely free of charge. Yolanda Chavez stated that she acted "from the heart" to ensure these families could celebrate their weddings without a shadow of disappointment.

The generosity of Panaderia La Central didn't just provide dessert; it fostered a special bond between community members who met and found inspiration in each other through this act of kindness, working together to design their new wedding cakes. This local leadership even inspired a wave of generosity from other bakers across the valley who began offering discounts to help other affected couples.

Panaderia La Central represents the very best of Avondale's small business community, proving that our local entrepreneurs step up to bridge the gap and support their neighbors, deserving their recognition with the inaugural Avondale Business Spotlight Award.

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Adam Shipley

City of Avondale Business Spotlight Program

The Avondale Business Spotlight Program honors businesses going above and beyond their normal business operations, donating their time, talent, and treasures to the community. Examples include but are not limited to: staff volunteering in the community, collaborating with fellow Avondale business owners, hosting donation drives and/or supporting local causes or charities.

The businesses recognized through this program will be awarded with:

- A certificate of recognition presented at City Council
- A presentation to City Council highlighting the impact worthy of recognition
- A subsequent photo opportunity
- Recognition on social media
- Recognition on the Avondale Economic Development website
- Print recognition in the RAVE Review publication

Recognition will be provided for at least one Avondale business per quarter, with the first recognition being provided for Panderia La Central on January 26, 2026, for providing couples free wedding cakes when another bakery in the valley abruptly closed.

A quarterly post on social media will ask Avondale residents to suggest a business and describe how this business/organization is making a positive contribution to the greater Avondale community, outside of regular business operations, with specific metrics, such as dollar amounts, number of individuals impacted, partnerships, etc., if possible. Nominations can also be submitted to the Avondale Economic Development Department by emailing ecdev@avondaleaz.gov or calling 623-333-1400.



ITEM NUMBER: 4.a.

SUBJECT: Call and Notice of Election

MEETING DATE: 1/26/2026

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: (a) call a Primary Election on August 4, 2026, or on a date otherwise prescribed by state law, and if necessary, a General Election on November 3, 2026; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election. The Council will take appropriate action.

BACKGROUND:

Councilmember Conde, Councilmember Nielson, and Councilmember White's terms in office expire in December 2026. Therefore, a nonpartisan candidate Primary Election, and a possible run-off General Election, will be conducted to fill the upcoming vacancies.

DISCUSSION:

Primary Election: Tuesday, August 4, 2026 *

Voters will vote on the following issues:

- Three councilmembers *

**The current planned Primary Election date is subject to change based on pending legislation. If the pending legislation is passed, the Primary Election date will move to July 28, 2026.*

General Election: Tuesday, November 3, 2026

Voters will vote on the following issues:

- Three councilmembers (if necessary) **

***Any candidate receiving a majority of all votes cast at the Primary Election will be declared elected without running at the General Election.*

BUDGET IMPACT:

The costs associated with the 2026 elections are included within the City Clerk's Office's adopted budget.

RECOMMENDATION:

Staff recommends City Council: (a) call a Primary Election on August 4, 2026, or on a date otherwise prescribed by state law, and if necessary, a General Election on November 3, 2026; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election.

Contact person for document distribution:

NÚMERO DE ARTÍCULO: 4.a.

ASUNTO: Llamado y aviso de elecciones

FECHA DE LA REUNIÓN: 1/26/2026

PARA: el Alcalde y el Consejo

DE PARTE DE: Marcella Sarmiento, Secretaria Municipal

MEDIANTE: Tracy Stevens, Administradora de la ciudad interina, (623) 333-1014

REVISADO: Ron Corbin, Administrador de la ciudad, (623) 333-1011

PLAN ESTRATÉGICO:

Este punto del orden del día respalda la siguiente área de resultados estratégicos de Avondale: **Comunidad conectada y comprometida**

Avondale informa, prepara e involucra a su comunidad para asegurar que los residentes estén conectados con los recursos, la región y entre ellos.

OBJETIVO:

El Consejo Municipal considerará una solicitud para: (a) convocar a una Elección Primaria el 4 de agosto de 2026, o en otra fecha establecida por la ley estatal, y en caso de ser necesario, convocar a una Elección General el 3 de noviembre de 2026; (b) autorizar al personal a agregar temas propuestos en la boleta según lo indique el Consejo o mediante acciones administrativas apropiadas; y (c) autorizar al Secretario Municipal y al Abogado Municipal a tomar todas las medidas necesarias para llevar a cabo la elección. El Consejo tomará las medidas correspondientes.

ANTECEDENTES:

El mandato de los miembros del Consejo Conde, Nielson y White caduca en diciembre de 2026. Por consiguiente, se llevarán a cabo Elecciones Primarias y posibles Elecciones Generales de segunda vuelta de candidatos no partidistas para cubrir los futuros puestos vacantes.

DISCUSIÓN:

Elección Primaria: martes 4 de agosto de 2026 *

Los votantes emitirán su voto por las siguientes cuestiones:

- Tres miembros del Consejo *

**La fecha actualmente prevista para la Elección Primaria está sujeta a cambios en función de la legislación pendiente. Si se aprueba la legislación pendiente, la fecha de las Elección Primaria se trasladará al 28 de julio*

de 2026.

Elección General: martes 3 de noviembre de 2026

Los votantes emitirán su voto por las siguientes cuestiones:

- Tres miembros del Consejo (si es necesario) **

***El candidato que reciba la mayoría de todos los votos emitidos en las Elecciones Primarias será declarado electo sin necesidad de celebrar Elecciones Generales.*

IMPACTO PRESUPUESTARIO:

Los costos asociados con las elecciones de 2026 están incluidos en el presupuesto adoptado por la Oficina del Secretario Municipal.

RECOMENDACIÓN:

El personal recomienda al Consejo Municipal que realice lo siguiente: (a) convocar a una Elección Primaria el 4 de agosto de 2026, o en otra fecha establecida por la ley estatal, y en caso de ser necesario, convocar a una Elección General el 3 de noviembre de 2026; (b) autorizar al personal a agregar temas propuestos en la boleta según lo indique el Consejo o mediante acciones administrativas apropiadas; y (c) autorizar al Secretario Municipal y al Abogado Municipal a tomar todas las medidas necesarias para llevar a cabo la elección.

Persona de contacto para distribución de documentos:

ITEM NUMBER: 4.b.

SUBJECT: Series 10 (Beer and Wine Store) Liquor License — La Fiesta Market Carniceria 2 LLC

MEETING DATE: 1/26/2026

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 Martha Chiman for the sale of alcohol at La Fiesta Market Carniceria 2 LLC located at 27 N Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

La Fiesta Market Carniceria 2 is located at 27 N Dysart Road in Avondale and does not currently have a liquor license at the location. 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 Police, Fire & Medical, Development Services, and Finance & Budget Departments have reviewed the application and their comments are attached.

The business has acknowledged the business license requirements and is working with staff to renew their license.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

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 Martha Chiman for the sale of alcohol at La Fiesta Market Carniceria 2 LLC located at 27 N Dysart Road in Avondale.

Contact person for document distribution: Emily Soria

State of Arizona
Department of Liquor Licenses and Control

Created 12/23/2025 @ 09:54:01 AM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	LA FIESTA MARKET CARNICERIA 2 LLC	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	27 N DYSART ROAD AVONDALE , AZ 85323 USA	
Mailing Address:		
Phone:	(623) [REDACTED]	
Alt. Phone:	(623) [REDACTED]	
Email:	[REDACTED]@YAHOO.COM	

AGENT

Name:	MARTHA CHIMAN
Gender:	Female
Correspondence Address:	[REDACTED] GOODYEAR, AZ 85326 USA
Phone:	(623) [REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]@YAHOO.COM

OWNER

Name:	LA FIESTA MARKET CARNICERIA #2 LLC	
Contact Name:	MARTHA CHIMAN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23891235	State of Incorporation: AZ
Incorporation Date:	10/02/2025	
Correspondence Address:	[REDACTED] GOODYEAR, AZ 85326 USA	
Phone:	(623) [REDACTED]	
Alt. Phone:	[REDACTED]	
Email:	[REDACTED]@YAHOO.COM	

Officers / Stockholders

Name:	Title:	% Interest:
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60th-
2/21/26

MARTHA CHIMAN
LUCIO HURTADO RAMOS

Member
Member

50.00
50.00

**LA FIESTA MARKET CARNICERIA #2 LLC -
Member**

Name: LUCIO HURTADO RAMOS
Gender: Male
Correspondence Address: [REDACTED]
GOODYEAR, AZ 85326
USA
Phone: (602) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

**LA FIESTA MARKET CARNICERIA #2 LLC -
Member**

Name: MARTHA CHIMAN
Gender: Female
Correspondence Address: [REDACTED]
GOODYEAR, AZ 85326
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@YAHOO.COM

MANAGERS

Name: SALVADOR CHIMAN CALDERON
Gender: Male
Correspondence Address: [REDACTED]
GOODYEAR, AZ 85326
USA
Phone: (480) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

Application Number: 365155
Application Type: New Application
Created Date: 10/16/2025



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)
Agua Fria High Schol , 530 e Riley Dr. Avondale, Az 85323
distance 2112 foots
- 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?
~~No~~ Yes SA
If no, in what City, Town, County or Tribal/Indian Community is this business located?
~~City of Avondale-~~
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$100,000
- 7) Are there walk-up or drive-through windows on the premises?
~~Yes~~ No SA
- 8) Does the establishment have a patio?
~~Yes~~ No SA
Is the patio contiguous or non-contiguous?
~~Contiguous~~
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Epson389 (1).pdf	10/16/2025
ALIEN STATUS	MARTHA CHIMAN LICENSE.png	10/16/2025
QUESTIONNAIRE	Arizona-BASIC-Title-4-Alcohol-Off-Sale-Certif Lucio.pdf	10/16/2025
QUESTIONNAIRE	Certificate_1002804615.pdf	10/16/2025
	Explicacion.png	10/20/2025
	Liquor License Locacion 1.png	10/20/2025
	IMG_3218.png	10/20/2025
	20251020_095847.pdf	10/20/2025
	Salvador Title 4 Basic liquor.png	10/20/2025
	Epson389 (1) (2).pdf	11/23/2025
	Documentos de liquor license.pdf	11/29/2025
	20251020_095847 (1).pdf	11/29/2025

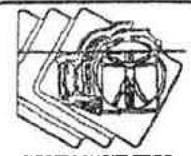
La Fiesta Market Comercio 2 LLC

300-21-024 Fiesta Local LLC
Owner Name: ~~XXXXXXXXXX~~ I LLC

Property Address: 27 N DYARS RD AVONDALE 85323
Mailing Address: PO BOX 2301 PHOENIX AZ USA 85006
Deed Number: 20080086320

Lat/Lon: 33.4960N, -112.3405W
S/T/R: 111111
Jurisdiction: AVONDALE
RUE 2010
Lot 5/16 Acq. Yr: 50/520
MGR #: 1049-08
Subdivision: NE CORNER DYARS AND WESTERN AVONDALE MINOR LAND DIVISION
Lot #: A
Tract/Block: /
Floor: 1
Construction Year: 2016

AMENDMENT



UNIQUE CAD & DESIGN

ANNEXES

FLOOR PLAN

REVISIONS	
NO.	DATE

PERMIT NO.

FIRM NAME AND ADDRESS

SANTOS E. WALZTE
UNIQUE CAD & DESIGN
PO. BOX 14250
PHOENIX AZ 85063
623-418-5454

B11PERMIT@GMAIL.COM

PROJECT NAME AND ADDRESS	
PROJECT NAME	ADDRESS

500-21-024
CAROLINAS WEST LLC
27 N DYSART RD
AVONDALE 85923

REFERENCE 3.

2378

DATE 08/01/2024

SCALE:
1/8" = 1.0'

#1

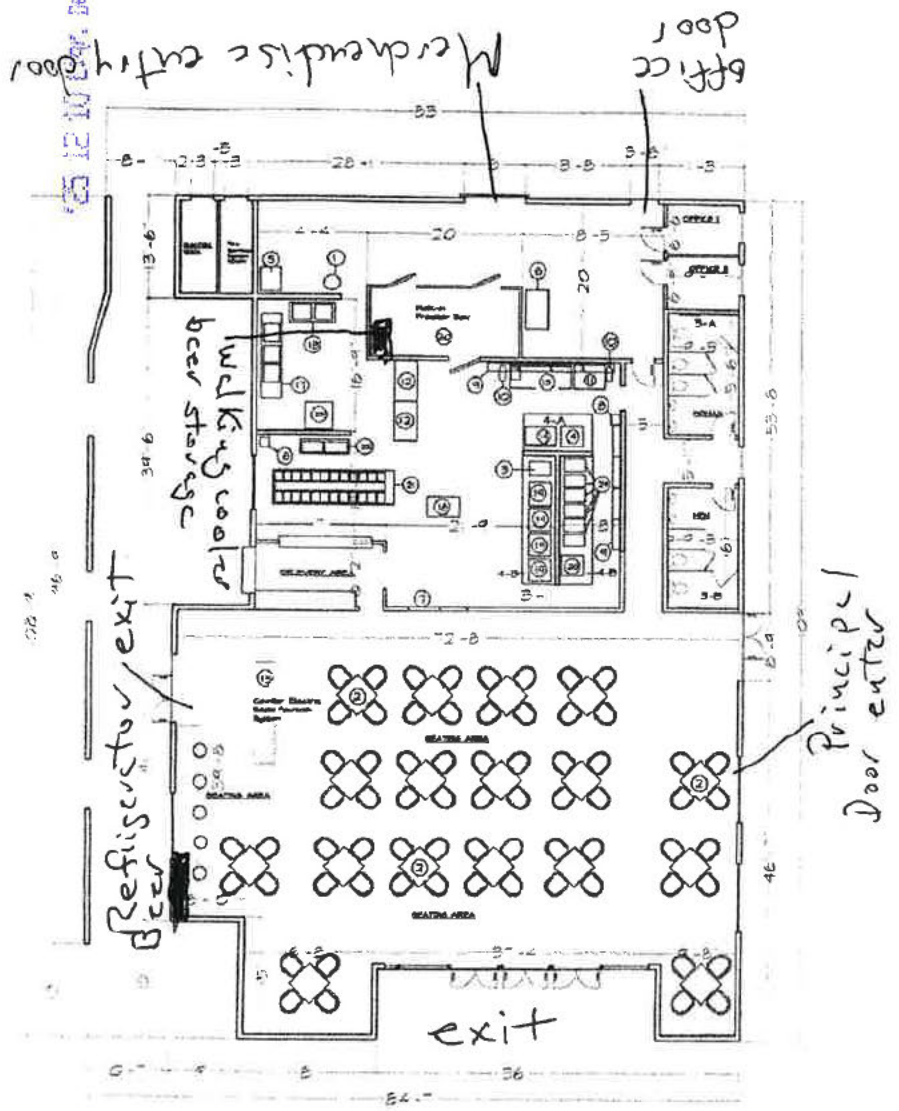


VEGINITY MAP

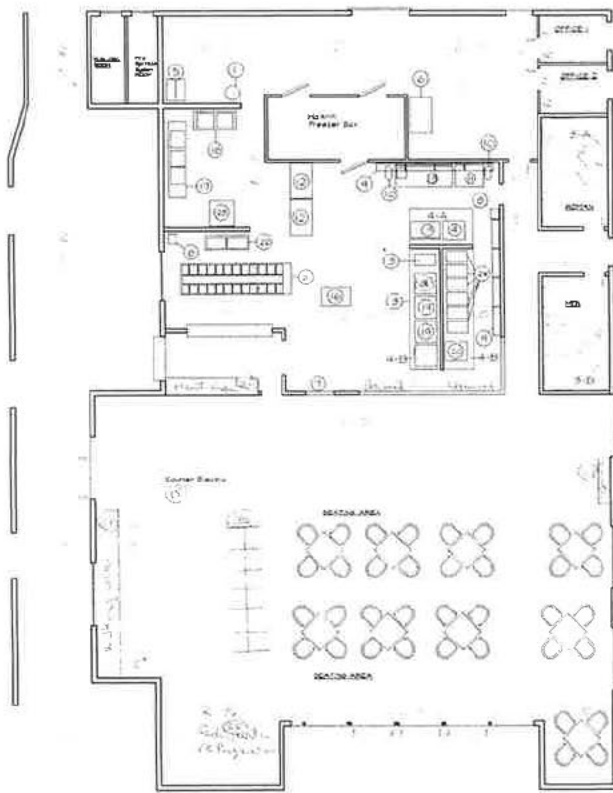
$$\text{SCALE } V_{\text{IN}} = 1.0$$

KEY NOTES:

- 1.- WATER HEATER
 - 2.- (2) 30" X 30" TABLE SEATING AREA
 - 3.- FRYER Model 50 lb
 - 4A.- HOOD 9'0"X5'0"
 - 4B.- (2) HOOD 17'0"X4'0"
 - 5.- 36"X36" MOP SINK
 - 6.- 36"X120" ICE MACHINE
 - 7.- 36" PASS-THROUGH
 - 8.- (2) HANDS SINK W/ SPLASH
 - 9.- (7)12"X32" SHELF
 - 10.- (2) PLANETARY MIXER
 - 11.- 48"X30" WORKTABLE
 - 12.- (2) 60"X30 WORKTABLE
 - 13.- WORKTABLE W/ SINK - 96 x 30", LEFT
 - 14.- 48"X30" COUNTERTOP CHARBROILER
 - 15.- SODA FOUNTAIN
 - 16.- REFRIGERATOR 50"X32"
 - 17.- 120"X31" THREE COMPARTMENT SINK
 - 18.- 75"X31" TWO COMPARTMENT SINK
 - 19.- (4) COUNTERTOP GRIDDLE
 - 20.- 10'X20' FREEZER BOX.
 - 21.- DOUBLE LINE 188"X53" COUNTERTOP PREP RAIL.
 - 22.- 60" TOP PREP TABLE FRIDGE.
 - 23.- HOOD 42"X42"
 - 24.- (6)18"X23" COUNTERTOP HOT PLATERANGE 2 BURNER
- 25 Soda, water refrigerator
- 26 Exhaust fan



- 27- Working
28 Griddle
29- Counter
30 - grocery racks.



FLOOR PLAN

SCALE 1/8" = 1'-0"

- Key Notes
1. Main Entrance
 2. Reception Area
 3. Reception Area
 4. Reception Area
 5. Reception Area
 6. Reception Area
 7. Reception Area
 8. Reception Area
 9. Reception Area
 10. Reception Area
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 21. Reception Area
 22. Reception Area
 23. Reception Area
 24. Reception Area

500-21-024

Owner Name: Fiestra LLC LLC

Property Address: 27 N DYSART RD AVONDALE 85523

Mapping Address: 27 N DYSART RD AVONDALE AZ 85523

Deed Number: 94250411

Lot/Long: 35.45604 - 112.54054

Subdiv: 11.11.11

Avondale: AVONDALE

Plat: 2010

Lot Size: 150 ft x 50.426

MCR #: 188403

Subdivision: NE CORNER DYSART AND WESTERN AVONDALE MINOR LAND DIVISION

Lot #: A

Tract/Block: 1

Floor: 1

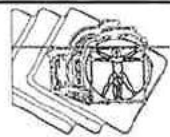
Construction Year: 2011



JOB AREA

VEGINITY MAP

SCALE 1/4" = 1'-0"



UNIQUE CAD & DESIGN

ANNEXES

FLOOR PLAN

REVISIONS

NO. DATE

1 01/01/2025

2 01/01/2025

3 01/01/2025

4 01/01/2025

5 01/01/2025

6 01/01/2025

7 01/01/2025

8 01/01/2025

9 01/01/2025

10 01/01/2025

11 01/01/2025

12 01/01/2025

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23 01/01/2025

24 01/01/2025

25 01/01/2025

26 01/01/2025

27 01/01/2025

28 01/01/2025

PERMIT NO.

111PERMIT@GMAIL.COM

PROJECT NAME AND ADDRESS

500-21-024

CAROLINAS WEST LLC

27 N DYSART RD

AVONDALE 85523

REFERENCE #

2378

DATE

01/01/2025

SCALE

1/8" = 1'-0"

SHEET

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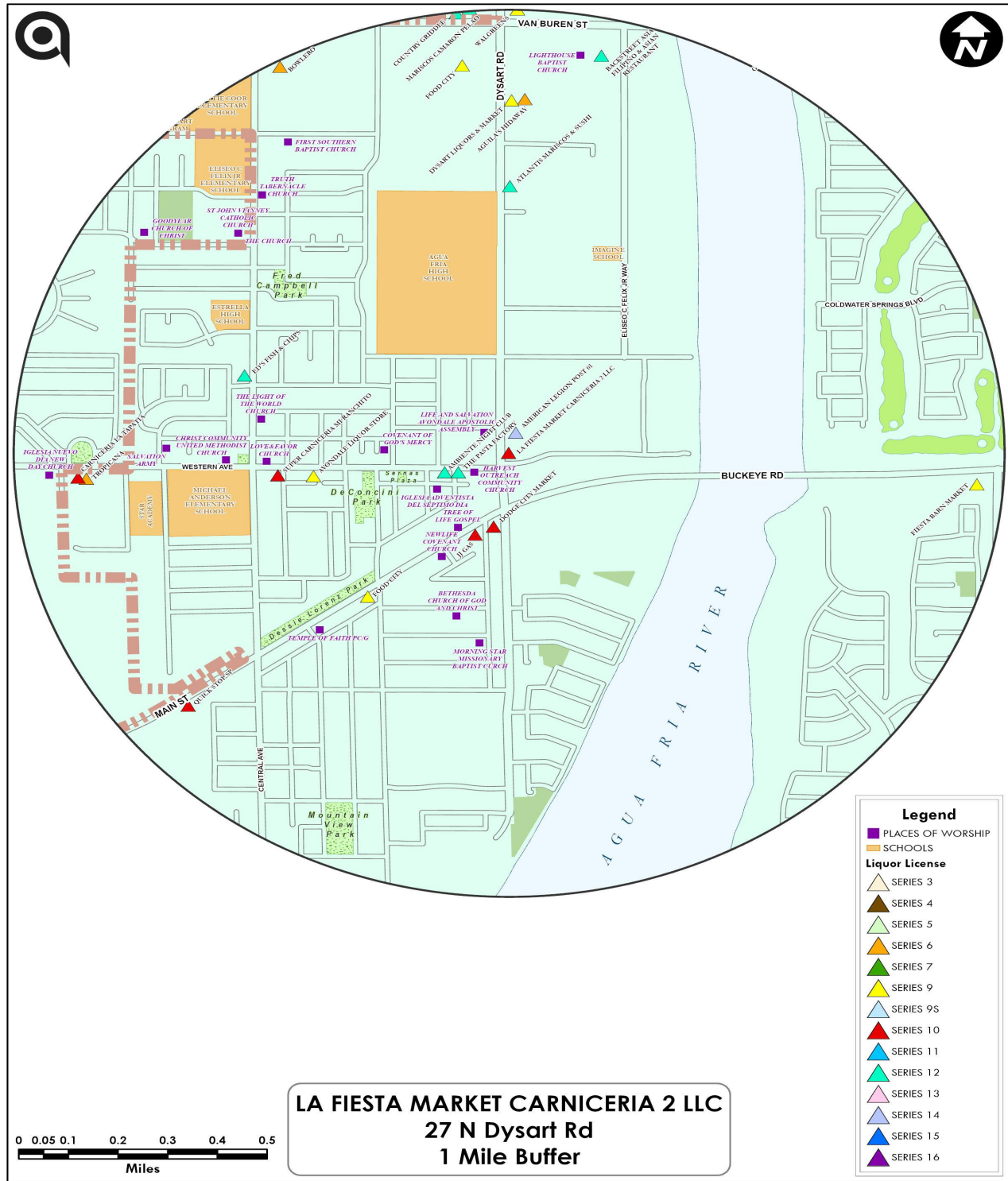
2378

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2378

2378

GIS MAP



LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Martha Chiman
Business Name	La Fiesta Market Carniceria 2 LLC
Business Address	27 N Dysart Road Avondale, AZ 85323
Department Comments	
Approved as part of a permitted retail use. Not approved for liquor sales.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Joshua Orton</u> Joshua Orton (Jan 5, 2026 17:47:03 MST) E-Signature Joshua Orton Name	Lead Senior Planner Title Jan 5, 2026 Date

This license is scheduled for the City Council Meeting on: 01/26/2026

Please complete form by: 01/12/2026

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Martha Chiman
Business Name	La Fiesta Market Carniceria 2 LLC
Business Address	27 N Dysart Road Avondale, AZ 85323
Department Comments	
Business License record BL-300418 expired on 12/31/2025. License will need to be renewed.	
☐ Police Department ☐ Fire Department ☐ Development Services ☒ Finance Department	
☐ Approved ☒ Denied	
 Finance & Budget Business License (Jan 6, 2026 16:50:49 MST) E-Signature Finance & Budget Business License Name	Senior Revenue Analyst Title Jan 6, 2026 Date

This license is scheduled for the City Council Meeting on: **01/26/2026**

Please complete form by: **01/12/2026**

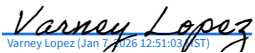
LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Martha Chiman
Business Name	La Fiesta Market Carniceria 2 LLC
Business Address	27 N Dysart Road Avondale, AZ 85323
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L. Scott Miller</u> L. Scott Miller (Jan 6, 2026 17:00:04 MST)	Fire Marshal
E-Signature	Title
<u>L. Scott Miller</u>	<u>Jan 6, 2026</u>
Name	Date

This license is scheduled for the City Council Meeting on: 01/26/2026

Please complete form by: 01/12/2026

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Martha Chiman
Business Name	La Fiesta Market Carniceria 2 LLC
Business Address	27 N Dysart Road Avondale, AZ 85323
Department Comments	
No concerns	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Varney Lopez (Jan 7, 2026 12:51:03 PM MST)	Lieutenant
E-Signature	Title
Varney Lopez	Jan 7, 2026
Name	Date

This license is scheduled for the City Council Meeting on: 01/26/2026

Please complete form by: 01/12/2026

ITEM NUMBER: 4.c.

SUBJECT: Quarterly Budget Transfer

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance and Budget

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative and Effective Government - Avondale will continue to serve as a model of innovative, efficient, and responsive government. This action will help ensure planned capital projects have adequate capacity and will enhance the flexibility within the budget, allowing the city to further innovate.
-

PURPOSE:

City Council will consider requests to approve quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

BACKGROUND:

Per the city's adopted Comprehensive Financial Policies, budget transfers between departments, between funds, and between capital projects greater than \$50,000 require council approval.

DISCUSSION:

Close-Outs

a. 4290 Dysart Road MDC — Council previously approved the close out of Fund 4290 Dysart Road MDC. However, a balance of \$2,407.63 exists due to FY2025 year-end reconciliation activities. Staff is requesting a transfer of \$2,407.63 from Dedicated Sales Tax (Fund 2030) to Fund 4290 to complete the close out of the fund.

b. 4210 PRO Debt Service — Fund 4210 was created to record PRO 2016 bond principal and interest payments. The bond was retired in July 2024, and the fund is no longer needed to record related financial activities. The remaining balance of \$2,050.44 is residual from FY2025 year-end reconciliation activities. Staff is requesting to transfer the balance to the Dedicated Sales Tax Fund (fund 2030).

Operating Budget Adjustment

c. Legal Services for The BLVD Development Agreements — The City Attorney's Office is using outside legal services to assist with reviews of economic development agreement documents. Staff is requesting a transfer of \$100,000 from the Economic Opportunities fund to the City Attorney's Office to cover the use of outside legal services for The BLVD development agreements.

d. Correction to Carryover Reconciliation Transfers — On October 20, 2025, City Council approved budget transfers associated with the operating carryover reconciliation. Staff is requesting authority to make corrections to the associated transfers. The total operating budget will not be impacted.

Capital Improvement Project Adjustments

e. Roosevelt Street 1/2 Street Improvements - Avondale Boulevard to Park Avenue (T0510) — City Council approved Resolution 1072-1125 at the November 17, 2025 Council meeting, approving a development agreement with WEB Avondale Investments LLC. As part of the development agreement, City improvements include completing south half-street improvements on Roosevelt Street. Staff is requesting a transfer of \$200,000 from the Street Drainage Issues FY2025 project (T0414), which is no longer needed, to a newly created Roosevelt Street 1/2 Street Improvements - Avondale Boulevard to Park Avenue project (T0510) to begin design and land acquisition. The remainder of the project budget will be requested during the FY2027 budget process.

f. Friendship Park Soccer Field Restoration (P0511) — Improvements to the Friendship Park soccer field became necessary after the pickleball court location was modified due to conflicts with sewer force main easements. Removal of impacted sidewalks, landscape, irrigation system repairs, field re-grading, and reseeding are required to return Field 2 to active inventory at Friendship Park. Staff is requesting a \$200,000 transfer from the Sport Field Lighting Festival Fields Park project (P0327) into a newly created Friendship Park Soccer Field Restoration project (P00511). Due to recent advancements in sports LED lighting conversions and the good condition of the existing light poles at Festival Fields Park, the Sport Field Lighting Festival Fields Park project (P0327) is projected to be completed under budget and can support the proposed budget transfer.

g. Well 7 Site Development (U0157) — The Well 7 Site Development project (U0157) planned to use Water Bond funds for the project. However, staff has determined there is capacity in Water Funds this fiscal year to fund what is needed on the project instead of issuing Water Bond funds. Staff is requesting a transfer of \$200,000 between Water Bond funds and Water Funds.

h. Holly Acres Water System Improvements (U0153) — Staff is requesting the Water System Line Replacements and Expansions FY2024, FY2025 and FY2026 projects (U0153, U0374, and U0478) be consolidated into a single Holly Acres Water System Improvements project (U0153) (formerly known as Water System Line Replacements and Expansions FY2024). The full budgets of all three projects are needed for the Holly Acres area improvements project. The total project budget for the Holly Acres Water System Improvements project (U0153) will increase to \$3,671,000 and the Water System Line Replacements and Expansions FY2025 and FY2026 projects (U0374, and U0478) will be closed.

i. Sediment Removal - Crystal Gardens & McDowell Recharge Basins (U0340) — The bids received on November 18, 2025 for the Sediment Removal - Crystal Gardens & McDowell Recharge Basins project (U0340) came in slightly higher than expected. An additional \$89,000 is needed to allow the project to commence at the desired time of year, during the Salt River Project (SRP) canal dry-up, and to save the City the cost of demobilization and remobilization by completing all four basins at once instead of dividing them up to two and two. Staff is requesting a transfer of \$89,000 from the McDowell Recharge Basin Improvements project (U0078) into the Sediment Removal - Crystal Gardens & McDowell Recharge Basins project (U0340). The transfer would leave \$900,000 in U0078, which should be sufficient based on the current scope of the project.

j. Past Projects Southwest Gas Invoices — The City has a franchise agreement with Southwest Gas to reimburse Southwest Gas for any expenses associated with relocating or replacing their facilities. Two

completed capital improvement projects received invoices from Southwest Gas regarding moving of facilities. Staff is requesting two transfers to add budget back to the projects, as they were previously closed, in order to pay the Southwest Gas invoices. The Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road project (T0138) requires a \$43,000 transfer, and the Traffic Signal and Intersection Improvements at Avondale Boulevard and Lower Buckeye Road project (T0173) requires a \$109,000 transfer. Both transfers would come from unanticipated revenue.

BUDGET IMPACT:

- a. The transfer will close out fund 4290 Dysart Road MDC and decrease the Dedicated Sales Tax by the transfer amount.
- b. The transfer will close out fund 4210 PRO Debt Service and increase the Dedicated Sales Tax by the transfer amount.
- c. The transfer will reduce the Economic Opportunities fund and increase the City Attorney's budget.
- d. The transfer will balance the carryover reconciliation.
- e. The transfer will close the Street Drainage Issues FY2025 project (T0414) and create a new Roosevelt Street 1/2 Street Improvements - Avondale Boulevard to Park Avenue (T0510).
- f. The transfer will reduce the Sport Field Lighting Festival Fields Park project (P0327) budget and create a new Friendship Park Soccer Field Restoration project (P00511).
- g. The transfer will swap Water Bond funds with Water Funds on the project.
- h. The transfer will increase the total project budget for the Holly Acres Water System Improvements project (U0153) to \$3,671,000 and the Water System Line Replacements and Expansions FY2025 and FY2026 projects (U0374, and U0478) will be closed.
- i. The transfer will reduce the McDowell Recharge Basin Improvements project (U0078) budget and increase the Sediment Removal - Crystal Gardens & McDowell Recharge Basins project (U0340) budget.
- j. The transfer will reduce unanticipated revenues and increase the available budget in FY2027 for the El Mirage Road and Lower Buckeye Road project (T0138) and the Avondale Boulevard and Lower Buckeye Road project (T0173).

RECOMMENDATION:

Staff recommends that City Council approve the transfer of budget capacity listed in the attached Exhibit A, increase award authority for projects as described within this staff report, and authorize staff to modify the interfund transfer schedule to accommodate the transfers in Exhibit A and/or as described within this staff report.

Contact person for document distribution:

Exhibit A: Quarterly Budget Transfer Schedule - January 26, 2026

FY2026

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(c)	10245000-61800	Economic Opportunities Fund	10112000-60050	City Attorney	100,000	
(d.1)	10190000-49101	General Fund Transfer In	28090000-48600	Grant Contingency/Unanticipated Revenue	1,901,700	
(d.2)	50199000-49501	Water Fund Transfer In	28090000-48600	Grant Contingency/Unanticipated Revenue	52,000	
(d.3)	53199000-49531	Sewer Fund Transfer In	28090000-48600	Grant Contingency/Unanticipated Revenue	42,800	
(d.4)	10190000-99000	General Fund Contingency	28090000-69000	Grant Contingency/Unanticipated Revenue	1,901,700	
(d.5)	50199000-99000	Water Fund Contingency	28090000-69000	Grant Contingency/Unanticipated Revenue	52,000	
(d.6)	53199000-99000	Sewer Fund Contingency	28090000-69000	Grant Contingency/Unanticipated Revenue	42,800	

FY2026

Capital Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(e)	20340901-86000-T0414	Street Drainage Issues FY2025 (T0414)	20340900-Various-T0510	Roosevelt 1/2 Street Improvements - Avondale Boulevard to Park Avenue (T0510)	200,000	
(f)	11055900-83000-P0327	Sport Field Lighting Festival Fields Park (P0327)	11055900-83000-P0511	Friendship Park Soccer Field Restoration (P0511)	200,000	
(g)	51470900-86000-U0157	Well 7 Site Development	51170900-Various-U0157	Well 7 Site Development	200,000	
(h.1)	51170900-86000-U0374	Water System Line Replacements and Expansions FY2025 (U0374)	51170900-86000-U0153	Holly Acres Water System Improvements (U0153)	1,000,000	
(h.2)	51170900-86000-U0478	Water System Line Replacements and Expansions FY2026 (U0478)	51170900-86000-U0153	Holly Acres Water System Improvements (U0153)	1,000,000	
(i)	51170900-86000-U0078	McDowell Recharge Basin Improvements (U0078)	51170900-86000-U0340	Sediment Removal - Crystal Gardens & McDowell Recharge Basins (U0340)	89,000	
(j.1)	28090000-69000	Unanticipated Revenues	20340901-86000-T0138	Traffic Signal and Roadway Improvements at El Mirage Road and Lower Buckeye Road (T0138)	43,000	
(j.2)	28000000-69000	Unanticipated Revenues	20340901-86000-T0173	Traffic Signal and Intersection Improvements at Avondale Boulevard and Lower Buckeye Road (T0173)	109,000	

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1007-0126 — Adopting the State of Arizona Nomination Filing Dates, Ballot Preparation dates, and State Election Procedures Manual for the August 4, 2026 Municipal Election

MEETING DATE: 1/26/2026

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 adopt Resolution 1007-0126, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 4, 2026 election (unless otherwise amended by the Arizona State Legislature), adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 3, 1997, the City of Avondale entered into an intergovernmental agreement with Maricopa County to provide for the county to manage the municipal election as part of the statewide primary election.

Pursuant to Article IX - Section 4 of the Avondale City Charter, nomination petition signatures are due not less than seventy-five (75) days and nor more than one hundred five (105) days before the primary election. Following such dates would place the City at risk of violating the Uniformed and Overseas Citizens Absentee Voting Acts which requires ballots to be mailed to uniformed and overseas citizens. For the city to meet the legal requirements of a consolidated election performed by Maricopa County, the state statute deadlines must be used. Pursuant to Arizona Revised Statutes Section 16-311, nomination petition signatures are due not less than one hundred twenty (120) days and no more than one hundred fifty (150) days before the primary election.

DISCUSSION:

Article IX, Section 2 of the Charter of the City of Avondale places the conduct of all City Elections in the control

of the City Council. The Charter also states that provisions of State law governing elections, where not in conflict with the provisions of the Charter, shall govern City elections in matters for which no provision is made in the Charter or by ordinance.

The legislature of the State of Arizona amended Arizona Revised Statutes §16-311 governing the deadlines for the filing of nomination petitions in order to comply with the requirements of federal law regarding the distribution of ballots to members of the United States Armed Forces detailed to active duty in locations outside the United States and its political subdivisions which the county and city are mandated to comply. Following the deadlines contained in the Charter of the City of Avondale would place the city and county at risk of violating such requirements of federal law. For the city to meet the legal requirements of a consolidated election performed by Maricopa County, the state statute deadlines must be used. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on August 6, 2024 in accordance with the provisions of State of Arizona and United States Statutes as applicable, notwithstanding any provisions of the Charter of the City of Avondale.

The candidate filing deadlines in Arizona Revised Statutes §16-311 (March 7 through April 6, 2026) and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on August 4, 2026, and being conducted by Maricopa County, notwithstanding any other provisions of the City of Avondale codes or charter.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Staff recommends approval of a Resolution adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 4, 2026 election, adopting the Arizona Secretary of State Election Procedures Manual.

Contact person for document distribution: Marcella Sarmiento

RESOLUTION NO. 1007-0126

A RESOLUTION ADOPTING THE STATE OF ARIZONA NOMINATION PETITION FILING DATES AND BALLOT PREPARATION DATES FOR THE MUNICIPAL ELECTION TO BE HELD ON AUGUST 4, 2026, UNLESS OTHERWISE AMENDED, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, ADOPTING THE ARIZONA SECRETARY OF STATE ELECTION PROCEDURES MANUAL AS THE PROCEDURES FOR HOLDING THE MUNICIPAL ELECTION TO BE HELD ON AUGUST 4, 2026, AND IF NECESSARY A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AS TO ALL PROCEDURES IN ORDER TO PROVIDE CONSISTENCY IN MANAGING THE ELECTION FOR MARICOPA COUNTY, NOTWITHSTANDING ANY PROVISIONS OF THE CHARTER OF THE CITY OF AVONDALE OR THE ORDINANCES RELATING TO SUCH ELECTION HERETOFORE ADOPTED, OR THE PROVISIONS OF STATE LAW GOVERNING ELECTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, Article IX, Section 2 of the Charter of the City of Avondale (the “City Charter”) places control of the conduct of all City of Avondale (the “City”) elections in the City Council; and

WHEREAS, said City Charter provision provides that provisions of State law governing elections, where not in conflict with the provisions of the City Charter, shall govern City elections in matters for which no provision is made in the City Charter or by ordinance; and

WHEREAS, ARIZ. REV. STAT. § 16-452 prescribes an Official Instructions and Procedures Manual of Electronic Voting Systems and Procedures, in electronic voting systems security and field check and review of electronic voting systems and which Maricopa County, Arizona (the “County”) is mandated to use in performing consolidated elections for political subdivisions within the County, and

WHEREAS, the City has entered into one or more intergovernmental agreements with the County to provide for the County to manage the municipal election as part of the statewide primary election, and

WHEREAS, the legislature of the State of Arizona (the “State Legislature”) has enacted ARIZ. REV. STAT. § 16-204.01 preempting the authority of a charter city such as Avondale to establish its own election dates, and

WHEREAS, the State Legislature has amended ARIZ. REV. STAT. § 16-311 governing the deadlines for the filing of nomination petitions in order to comply with the requirements of federal law regarding the distribution of ballots to members of the United States Armed Forces detailed to active duty in locations outside the United States and its political subdivisions, which the County and City are mandated to comply. Further, the deadlines contained in the City Charter would place the City at risk of violating such requirements of federal law; and

WHEREAS, for the City to meet the legal requirements of a consolidated election performed by the County, the deadlines from the state statute must be used.

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

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

SECTION 2. Maricopa County is authorized to conduct the municipal election of the City of Avondale to be held on August 4, 2026, unless otherwise amended by the Arizona State Legislature, and if necessary, a municipal election to be held on November 3, 2026, in accordance with the provisions of State of Arizona and United States statutes as applicable, notwithstanding any provisions of the City Charter.

SECTION 3. Maricopa County is authorized to use the State of Arizona Electronic Voting System Instructions and Procedures Manual for the municipal election to be held on August 4, 2026, unless otherwise amended by the Arizona State Legislature, and if necessary, a municipal election to be held on November 3, 2026, as to all procedures not specifically provided for in provisions of the City Charter, the ordinances relating to such election heretofore adopted, or the provisions of State law governing elections.

SECTION 4. The filing deadlines in ARIZ. REV. STAT. § 16-311 and such other deadlines as Maricopa County determines to be necessary to comply with state and federal law shall apply to the municipal election to be held on August 4, 2026, unless otherwise amended by the Arizona State Legislature, and if necessary, a municipal election to be held on November 3, 2026, and being conducted by Maricopa County, notwithstanding any other provisions of the City Charter, and City codes or ordinances.

SECTION 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution having been passed by a $\frac{3}{4}$ vote of the entire City Council, shall be in full force and effect from and after its passage by the City Council as required by the City Charter and is hereby exempted from the referendum clause of the City Charter.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 26, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1007-0126 was duly passed and adopted by the Mayor and Council of the City of Avondale, Arizona at a regular meeting held on January 26, 2026, and the vote was 7 ayes and 0 nays and that 7 members of the City Council were present thereat.

Marcella Sarmiento, City Clerk

NÚMERO DE ARTÍCULO: 4.d.

ASUNTO: Resolución 1007-0126: Adopción de las fechas de presentación de nominaciones, las fechas de preparación de boletas y el Manual de Procedimientos Electorales Estatales del estado de Arizona para las elecciones municipales del 4 de agosto de 2026

FECHA DE LA REUNIÓN: 1/26/2026

PARA: el Alcalde y el Consejo

DE PARTE DE: Marcella Sarmiento, Secretaria Municipal

MEDIANTE: Tracy Stevens, Administradora de la ciudad interina, (623) 333-1014

REVISADO: Ron Corbin, Administrador de la ciudad, (623) 333-1011

PLAN ESTRATÉGICO:

Este punto del orden del día respalda la siguiente área de resultados estratégicos de Avondale: **Comunidad conectada y comprometida**

Avondale informa, prepara e involucra a su comunidad para asegurar que los residentes estén conectados con los recursos, la región y entre ellos.

OBJETIVO:

El Consejo Municipal considerará una solicitud para adoptar lo siguiente: la Resolución 1007-0126, las fechas de presentación de la petición de nominaciones del Estado de Arizona y la fecha de preparación de boletas para las elecciones del 4 de agosto de 2026 (salvo que dicha fecha sea modificada por la Legislatura del Estado de Arizona), el Manual de Procedimientos Electorales de la Secretaría del Estado de Arizona; y para declarar una emergencia; y para autorizar al Alcalde o al Administrador de la ciudad, al Abogado Municipal y al Secretario Municipal a ejecutar los documentos necesarios. El Consejo tomará las medidas correspondientes.

ANTECEDENTES:

El 3 de marzo de 1997, la Ciudad de Avondale celebró un acuerdo intergubernamental con el Condado de Maricopa para disponer que el Condado gestione las elecciones municipales como parte de las elecciones primarias estatales.

De conformidad con el Artículo IX, Sección 4 del Estatuto de la Ciudad de Avondale, las firmas de la petición de nominaciones se deben presentar entre los 75 (setenta y cinco) y los 105 (ciento cinco) días previos a la elección primaria. Seguir dichas fechas pondría a la Ciudad en riesgo de violar las Leyes de Voto Ausente para Ciudadanos Uniformados y en el Extranjero, que requieren que las boletas se envíen por correo a ciudadanos uniformados y en el extranjero. Para que la Ciudad cumpla con los requisitos legales de una elección consolidada realizada por el Condado de Maricopa, se deben usar las fechas límite del estatuto estatal. De conformidad con la Sección 16-311 del Estatuto Revisado de Arizona, las firmas de la petición de

nominaciones se deben presentar entre los 120 (ciento veinte) y los 150 (ciento cincuenta) previos a la elección primaria.

DISCUSIÓN:

El Artículo IX, Sección 2 del Estatuto de la Ciudad de Avondale, asigna el control de la conducción de todas las elecciones de la Ciudad de Avondale al Consejo Municipal. El Estatuto también establece que las disposiciones de la ley estatal que regulan las elecciones, en tanto no entren en conflicto con las disposiciones del Estatuto, regirán las elecciones municipales en aquellos asuntos no previstos en el Estatuto ni en las ordenanzas.

La legislatura del Estado de Arizona enmendó la sección § 16-311 del Estatuto Revisado de Arizona que rige los plazos para la presentación de peticiones de nominaciones con el fin de cumplir con los requisitos de la ley federal en cuanto a la distribución de boletas a los miembros de las Fuerzas Armadas de los Estados Unidos que se encuentran en servicio activo en lugares fuera de los Estados Unidos y sus subdivisiones políticas, que el Condado y la Ciudad están obligados a cumplir. Seguir las fechas límite contenidas en el Estatuto de la Ciudad de Avondale pondría a la Ciudad y al Condado en riesgo de violar dichos requisitos de la ley federal. Para que la Ciudad cumpla con los requisitos legales de una elección consolidada realizada por el Condado de Maricopa, se deben usar las fechas límite del estatuto estatal. El Condado de Maricopa está autorizado a llevar a cabo las elecciones municipales de la Ciudad de Avondale que se realizarán el 6 de agosto de 2024 de acuerdo con las disposiciones de los estatutos del Estado de Arizona y de los Estados Unidos, según corresponda, sin perjuicio de las disposiciones del Estatuto de la Ciudad de Avondale.

Las fechas límite para la presentación de candidatos establecidas en la sección § 16-311 del Estatuto Revisado de Arizona (del 7 de marzo al 6 de abril de 2026) y otras fechas límite que el Condado de Maricopa considere necesarias para cumplir con las leyes estatales y federales se aplicarán a las elecciones municipales que se llevarán a cabo el 4 de agosto de 2026, y que estarán a cargo del Condado de Maricopa, sin perjuicio de cualquier otra disposición de los códigos o del estatuto de la Ciudad de Avondale.

IMPACTO PRESUPUESTARIO:

Este artículo no tiene impacto presupuestario.

RECOMENDACIÓN:

El personal recomienda la aprobación de una Resolución que adopte lo siguiente: las fechas de presentación de la petición de nominaciones del Estado de Arizona, la fecha de preparación de boletas para las elecciones del 4 de agosto de 2026 y el Manual de Procedimientos Electorales de la Secretaría del Estado de Arizona.

Persona de contacto para distribución de documentos: Marcella Sarmiento

RESOLUCIÓN 1007-0126

RESOLUCIÓN POR LA CUAL SE ADOPTAN LAS FECHAS DE PRESENTACIÓN DE LA PETICIÓN DE NOMINACIONES Y LAS FECHAS DE PREPARACIÓN DE BOLETAS PARA LA ELECCIÓN MUNICIPAL DEL ESTADO DE ARIZONA QUE SE CELEBRARÁ EL 4 DE AGOSTO DE 2026, SALVO QUE DICHA FECHA SEA MODIFICADA, Y DE SER NECESARIO, PARA UNA ELECCIÓN MUNICIPAL QUE SE REALIZARÁ EL 3 DE NOVIEMBRE DE 2026; POR LA CUAL SE ADOPTA EL MANUAL DE PROCEDIMIENTOS ELECTORALES DE LA SECRETARÍA DEL ESTADO DE ARIZONA COMO PROCEDIMIENTO PARA LA CELEBRACIÓN DE LA ELECCIÓN MUNICIPAL DEL 4 DE AGOSTO DE 2026 Y, DE SER NECESARIO, UNA ELECCIÓN MUNICIPAL QUE SE REALIZARÁ EL 3 DE NOVIEMBRE DE 2026, EN CUANTO A TODOS LOS PROCEDIMIENTOS REQUERIDOS CON EL FIN DE GARANTIZAR LA UNIFORMIDAD EN LA ADMINISTRACIÓN DEL PROCESO ELECTORAL DEL CONDADO DE MARICOPA, SIN PERJUICIO DE CUALQUIER DISPOSICIÓN DEL ESTATUTO DE LA CIUDAD DE AVONDALE O LAS ORDENANZAS RELACIONADAS CON DICHA ELECCIÓN ADOPTADAS CON ANTERIORIDAD, O DE LA LEGISLACIÓN ESTATAL QUE RIGEN LAS ELECCIONES; Y QUE DECLARA UNA EMERGENCIA.

CONSIDERANDO QUE, el Artículo IX, Sección 2 del Estatuto de la Ciudad de Avondale (el “Estatuto de la Ciudad”) asigna el control de la conducción de todas las elecciones de la Ciudad de Avondale (la “Ciudad”) al Consejo Municipal; y

CONSIDERANDO QUE, dicha disposición del Estatuto de la Ciudad establece que las disposiciones de la ley estatal que regulan las elecciones, cuando no estén en conflicto con las disposiciones del Estatuto de la Ciudad, regirán las elecciones de la Ciudad en asuntos para los cuales no se establece ninguna disposición en el Estatuto de la Ciudad o por medio de una ordenanza; y

CONSIDERANDO QUE, el ESTATUTO REVISADO DE ARIZONA, en su sección § 16-452 establece un Manual de Instrucciones y Procedimientos Oficiales de los Sistemas y Procedimientos de Votación Electrónica, en materia de seguridad de los sistemas de votación electrónica, así como de verificación en campo y revisión de los sistemas de votación electrónica y que el Condado de Maricopa, Arizona (el “Condado”) tiene la obligación de usar para realizar elecciones consolidadas para subdivisiones políticas dentro del condado; y

CONSIDERANDO QUE, la Ciudad ha celebrado uno o más acuerdos intergubernamentales con el Condado para disponer que el Condado gestione las elecciones municipales como parte de las elecciones primarias estatales; y

CONSIDERANDO QUE, la legislatura del Estado de Arizona (la “Legislatura del Estado”) ha promulgado el ESTATUTO REVISADO DE ARIZONA, sección § 16-204.01 que ejerce su supremacía con respecto a la facultad de una ciudad autónoma como Avondale para establecer sus propias fechas de elección; y

CONSIDERANDO QUE, la Legislatura del Estado ha enmendado el ESTATUTO REVISADO DE ARIZONA, sección § 16-311 que rige los plazos para la presentación de peticiones de nominaciones a fin de cumplir con los requisitos de la ley federal con respecto a la distribución de boletas a miembros de las Fuerzas Armadas de los Estados Unidos que se encuentran en servicio activo en lugares fuera de los Estados Unidos y sus subdivisiones políticas, que el Condado y la Ciudad tienen la obligación de cumplir. Además, las fechas

límite contenidas en el Estatuto de la Ciudad pondrían a la Ciudad en riesgo de violar dichos requisitos de la ley federal; y

CONSIDERANDO QUE, para que la Ciudad cumpla con los requisitos legales de una elección consolidada realizada por el Condado, se deben usar las fechas límite establecidas por el estatuto estatal.

POR TODO LO EXPUESTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE AVONDALE RESUELVE lo siguiente:

SECCIÓN 1. Los considerandos mencionados anteriormente quedan incorporados al presente como si se reprodujeran en su totalidad en el presente documento.

SECCIÓN 2. El condado de Maricopa está autorizado para llevar a cabo la elección municipal de la Ciudad de Avondale que se realizará el 4 de agosto de 2026, salvo que dicha fecha sea modificada por la Legislatura del Estado de Arizona y, en caso de ser necesario, una elección municipal que se realizará el 3 de noviembre de 2026, de acuerdo con las disposiciones de los estatutos del Estado de Arizona y de los Estados Unidos, según corresponda, sin perjuicio de las disposiciones del Estatuto de la Ciudad.

SECCIÓN 3. El Condado de Maricopa está autorizado a usar el Manual de Instrucciones y Procedimientos del Sistema de Votación Electrónica del Estado de Arizona para la elección municipal que se llevarán a cabo el 4 de agosto de 2026, salvo que dicha fecha sea modificada por la Legislatura del Estado de Arizona y, en caso de ser necesario, una elección municipal que se realizará el 3 de noviembre de 2026, en cuanto a todos los procedimientos no previstos específicamente en las disposiciones del Estatuto de la Ciudad, las ordenanzas relacionadas con dicha elección adoptadas con anterioridad, o las disposiciones de la legislación estatal que rigen las elecciones.

SECCIÓN 4. Los plazos de presentación establecidos en el ESTATUTO REVISADO DE ARIZONA, sección § 16-311 y otras fechas límite que el Condado de Maricopa determine que sean necesarias para cumplir con las leyes estatales y federales se aplicarán a las elecciones municipales que se llevarán a cabo el 4 de agosto de 2026, salvo que dicha fecha sea modificada por la Legislatura del Estado de Arizona y, en caso de ser necesario, se aplicarán a una elección municipal que se realizará el 3 de noviembre de 2026, y que estará a cargo del Condado de Maricopa, sin perjuicio de cualquier otra disposición del Estatuto de la Ciudad y los códigos u ordenanzas de la Ciudad.

SECCIÓN 5. El funcionamiento inmediato de las disposiciones de esta Resolución es necesario para la preservación de la paz, la salud y la seguridad públicas. Se declara la presencia de una situación de emergencia y habiendo sido aprobada esta Resolución por $\frac{3}{4}$ de los votos de todo el Consejo Municipal, entrará en plena vigencia y efecto a partir de su aprobación por el Consejo Municipal como lo requiere el Estatuto de la Ciudad, y por el presente queda exento de la cláusula de referéndum del Estatuto de la Ciudad.

SECCIÓN 6. El presente documento autoriza y ordena al Alcalde, al Secretario Municipal y al Abogado Municipal a tomar todas las medidas necesarias para llevar a cabo el propósito y la intención de esta Resolución.

APROBADO Y ADOPTADO por el Consejo Municipal de la Ciudad de Avondale, Arizona, el 26 de enero de 2026.

Mike Pineda, Alcalde

Y para que así conste, DOY FE:

Marcella Sarmiento, Secretaria Municipal

APROBADO EN CUANTO A LA FORMA:

Nicholle Harris, Abogada Municipal

CERTIFICACIÓN

Por el presente certifico que la Resolución 1007-0126 precedente fue debidamente aprobada y adoptada por el Alcalde y el Consejo Municipal de la Ciudad de Avondale, Arizona, en una reunión ordinaria celebrada el 26 de enero de 2026 y en la cual la votación fue de 7 a favor y 0 en contra y que 7 miembros del Consejo Municipal estuvieron presentes allí.

Marcella Sarmiento, Secretaria Municipal

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1008-0126 — Authorizing Grant Acceptance from Arizona Department of Environmental Quality for a Lithium-Ion Battery Diversion Initiative

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Department Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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.

- Properly collecting and disposing of lithium-ion batteries prevents catastrophic fires and illicit chemical discharge in storm water runoff and groundwater, thus protecting the region's natural resources and supporting the safety of our residents and community.

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 grant, in partnership with the Arizona Department of Environmental Quality, demonstrates staff innovation to aid in solving a significant problem and protecting city resources, like preventing trash trucks from being destroyed by fire, while at the same time providing residents a more convenient and proper way to dispose of their waste batteries.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1008-0126, authorizing the City Manager to accept grant funds in the amount of \$20,490 from the Arizona Department of Environmental Quality's Waste Reduction Assistance (WRA) program for the development and implementation of a lithium-ion battery diversion program, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Lithium-ion batteries are increasingly used in everyday electronic devices such as laptops, e-bikes, power tools, e-cigarettes, and headphones, creating a growing waste management challenge. When improperly disposed of in curbside waste or recycling containers, these batteries pose significant fire hazards during collection in solid waste trucks and processing at waste facilities. Additionally, when batteries reach landfills, their chemical components can leach into soil and groundwater, creating long-term environmental contamination.

Avondale currently accepts lithium-ion batteries at two annual Household Hazardous Waste events hosted per year. This limited collection schedule means many residents lack convenient disposal options. To address this safety and environmental gap, the City was awarded \$20,490 from the Arizona Department of Environmental Quality's Waste Reduction Assistance program to establish a permanent, year-round drop-off location and launch an education campaign to increase public awareness of safe disposal practices.

DISCUSSION:

The grant award of \$20,490 dollars will fund the installation of a permanent lithium-ion battery drop-off station at the Civic Center Library recycling drop-off center, providing residents with convenient, year-round access to safe battery disposal. Funds will be used for procurement, customization, and installation of the drop-off receptacle, as well as safety supplies, signage, and development of professionally produced educational videos and printed flyers for distribution at community events. The collected batteries will be retrieved from the receptacle by solid waste staff and turned over to qualified waste management companies for recycling and/or proper disposal.

BUDGET IMPACT:

No budget impacts are anticipated. No matching funds are required. Ongoing operational costs for FY2026 will be absorbed into the existing solid waste budget. Additional funds may be requested to support disposal in future fiscal years depending on usage of the drop-off location.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 1008-0126, authorizing the City Manager to accept grant funds in the amount of \$20,490 from the Arizona Department of Environmental Quality's Waste Reduction Assistance (WRA) program for the development and implementation of a lithium-ion battery diversion program, to post any necessary budget transfers, and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza; Katrece Bird; Simon Lara

RESOLUTION NO. 1008-0126

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A GRANT AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF ENVIRONMENTAL QUALITY, RELATING TO THE ACCEPTANCE OF A RECYCLING PROGRAM GRANT FOR THE ESTABLISHMENT OF A RECYCLING DROP OFF LOCATION.

WHEREAS, the State of Arizona, Department of Environmental Quality, has awarded the City of Avondale (the “City”) a Recycling Program Grant in the amount of \$20,490 (the “Grant”); and

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

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

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

SECTION 2 The Grant Agreement with the State of Arizona, Department of Environmental Quality, relating to acceptance and administration of \$20,490 in Recycling Program Grant funds for the establishment of a recycling drop off location (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 26, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1008-0126

[Agreement]

See following pages.

GRANT AGREEMENT

NO. EV26-0109

between the

CITY OF AVONDALE

and the

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, **THIS GRANT AGREEMENT** is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter referred to as the “Department” or “ADEQ”], authorized to contract pursuant to A.R.S. § 49-104(B), and **CITY OF AVONDALE** [hereinafter referred to as “Grantee” or “Avondale”].

THEREFORE, ADEQ and Avondale agree to the terms contained in this Grant Agreement.

I. PURPOSE AND SCOPE OF GRANT AGREEMENT

ADEQ's Recycling Program was established through the Arizona Solid Waste Recycling Act of 1990. *See* A.R.S. §49.831 *et seq.* The Recycling Program is responsible for providing public education to encourage participation in recycling and source reduction, and for providing the public with information on proper solid waste disposal. Program monies are derived from landfill disposal fees and fund the following Recycling Grants: Waste Reduction Assistance (WRA), Waste Reduction Initiative Through Education (WRITE), and Recycling Research and Development (RR&D).

- WRA grants assist recipients in providing recycling opportunities to all Arizonans and promote projects that divert significant amounts of materials from the solid waste stream.
- WRITE grants assist recipients in providing the information and education needed to encourage recycling, reuse, and source reduction, and to increase awareness of reducing and properly disposing of solid waste.
- RR&D grants help recipients develop tools and create knowledge that will help divert significant amounts of material from the solid waste stream in the future.

ADEQ's Recycling Grant Program is administered in accordance with A.R.S. §§ 41-2702 and 49-837.

The purpose of this Grant Agreement is to fund the Scope of Work (Attachment 4) for Avondale's project titled Lithium-ion Battery Diversion Initiative.

This written Grant Agreement includes all terms in this document, Attachment 1 - Request for Grant Applications; Attachment 2 - ADEQ Recycling Grant Program Guidance Manual (Guidance Manual); Attachment 3 - ADEQ Recycling Grant Program Terms & Conditions (Terms & Conditions); Attachment 4 - Grantee's Application including attachments (including any revisions requested by the Department; Attachment 5 - Task and Payment Schedule; Attachment 6 - Request for Reimbursement Form, and any modifications approved in accordance herewith.

II. TERM OF GRANT AGREEMENT, MODIFICATION, TERMINATION, AND INTEGRATION

- A. This Grant Agreement shall be effective upon the date of the last signature and shall terminate on February 1, 2027, contingent upon funding.
- B. The Grant Agreement may be modified or renegotiated for additional periods upon mutual written Grant Agreement by ADEQ and Grantee, by formal contract amendment executed with the same formalities as this Grant Agreement.
- C. Either party may terminate this Grant Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The notice shall specify the effective date of termination.
- D. This Grant Agreement constitutes the entire Grant Agreement between the parties and supersedes all other prior understandings, whether oral or written.

III. DESCRIPTION OF SERVICES

- A. ADEQ shall reimburse Avondale up to \$20,490 for goods and services rendered.
- B. Avondale shall complete all activities outlined in the Scope of Work (Attachment 4).

IV. MANNER OF FINANCING AND PAYMENT

- A. ADEQ shall reimburse Avondale for goods and services rendered pursuant to the Scope of Work (Attachment 4), not to exceed \$20,490, and as outlined in the Guidance Manual and Terms & Conditions within the specified timeframe. All goods and services covered by the Recycling Grant must be received by Grantee prior to June 30, 2026.
- B. Invoices shall be paid within thirty days after receipt of an invoice and accompanying documentation that demonstrates the activity was completed.
- C. Invoices shall be submitted in a timely manner (within 30 days of proof of payment or incurred expense).
- D. All final reimbursement requests must be received by ADEQ by July 15, 2026.
- E. Reimbursement requests must include detailed support documentation, including certification of goods or services receipt date, so as to determine that expenses are reasonable, allowable, and allocable to the activities described in the Scope of Work. Submit all reimbursement requests to accountspayable@azdeq.gov.

V. REPORTING REQUIREMENTS

Reporting requirements and deliverables are described in the Task and Payment Schedule (Attachment 5), including quarterly reports, payment requests, budget form, brief

narrative progress report, Request for Reimbursement Form, and photographs (if applicable).

VI. APPLICABLE LAW

- A. This Contract shall be governed by and construed in accordance with Arizona Revised Statutes Title 49 and other laws and regulations of the State of Arizona as applicable, including the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
- B. In the event of any judicial proceeding related to this Grant Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- C. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

VII. SUBAWARDS

Grantee shall request and receive approval from ADEQ prior to issuing subawards funded through this Grant Agreement. The following definitions are applicable to this paragraph:

- A. "Subaward" means any payment to a subrecipient to carry out part of this Grant Agreement.
- B. "Subrecipient" means a non-Federal entity that receives a subaward to carry out a part of this Grant Agreement.
- C. "Non-Federal Entity" means a state, local government, Tribal Nation or Community, institution of higher education (IHE), or nonprofit organization that carries out a part of this Grant Agreement.

VIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of ADEQ under the Grant Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Grant Agreement, this Grant Agreement may be terminated by ADEQ at the end of the period for which funds are available. No liability shall accrue to ADEQ in the event this provision is exercised, and ADEQ shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Grant Agreement for a period of five years after completion of the Grant Agreement. Upon request, Grantee shall produce the original of any or all such records.

X. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, ADEQ may within three years after execution cancel the Grant Agreement, without penalty or further obligation, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of ADEQ, at any time while the Grant Agreement is in effect, becomes an employee or agent or any other party to the Grant Agreement in any capacity or a consultant to any other party of the Grant Agreement with respect to the matter of the Grant Agreement.

XI. NONDISCRIMINATION

All Parties shall comply with all existing federal, state, and local laws, rules, policies, or executive orders, including the Americans with Disabilities Act and State of Arizona Executive Order 2023-1, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

XII. NOTICES

A. Invoices and Payments:

Grantee shall address all reimbursement requests relative to this Grant Agreement to ADEQ:

Accounts Payable Manager
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: accountspayable@azdeq.gov

ADEQ shall address all payments relative to this Grant Agreement to:

Finance & Budget - Accounting
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
Email: accounting@avondaleaz.gov

B. Other Notices:

Grantee shall address all other notices relative to this Grant Agreement to ADEQ:

J.B. Shaw, Recycling Grant Coordinator
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: recycling@azdeq.gov

ADEQ shall address all other notices relative to this Grant Agreement to:

Katrece Bird
City of Avondale
399 East Lower Buckeye Road
Avondale, AZ 85323
Email: kbird@avondaleaz.gov

XIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

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

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

XIV. SEVERABILITY

In the event that any provision of this Grant Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Grant Agreement, which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to execute this Grant Agreement.

ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY

CITY OF AVONDALE

Name: Julie Riemenschneider Date:
Title: Director, WPD
Arizona Department of Environmental Quality

Name: Ron Corbin Date:
Title: City Manager
City of Avondale

RECYCLING GRANT AGREEMENT

ATTACHMENT 1

REQUEST FOR GRANT APPLICATIONS



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[RETURN TO PRESS RELEASES](#)



PRESS RELEASE

ADEQ Announces \$1 Million in Recycling Grant Funding

Revised On: Oct. 21st, 2025 - 09:32 am

Interested Arizona Communities are Encouraged to Apply by Sept. 9, 2025

PHOENIX (July 15, 2025) – After a successful relaunch in 2023, the Arizona Department of Environmental Quality (ADEQ) is pleased to announce that its Recycling Grant Program is returning for Fiscal Year 2026 (FY2026). With \$1 million in funding available, ADEQ encourages Arizona businesses, nonprofits, schools, and local governments to apply for grants that support recycling efforts, reduce landfill waste, and help build a circular economy in our state.

“The momentum we’ve seen from the return of this program has been incredible,” said ADEQ Recycling Program Coordinator, J.B. Shaw. “These grants empower communities to develop innovative solutions, grow jobs, and keep valuable resources circulating right here in Arizona.”

In the previous grant cycle, ADEQ awarded nearly \$1 million to 12 organizations, resulting in impressive outcomes:

- 20 new jobs created
- Nearly 5,000 tons of material diverted from landfills
- Tens of thousands of reusable items washed, sorted, or redistributed
- Thousands of Arizona students reached through education and engagement

One of the 12 ADEQ Recycling Grant recipients is Arizona-based nonprofit Let's Go Compost. Founded by Lauren Click, Let's Go Compost began as a small-scale initiative to introduce students to the basics of composting. With the support of a \$45,000 ADEQ Recycling Grant, the program has grown dramatically, expanding to 79 additional schools and engaging thousands of students across the state.

"Thanks to ADEQ's grant, we were able to take Let's Go Compost from a small pilot to a statewide program," said Lauren Click, founder of Let's Go Compost. "Together, we've brought hands-on composting education and infrastructure to schools across Arizona. This investment helps strengthen our state's circular economy, empowers the next generation of environmental leaders, and builds long-term resilience through local, school-based solutions. By bringing STEM-based composting programs into classrooms, students see science in action and gain the skills to help build a stronger, more sustainable future for everyone."

The grant funding enabled Let's Go Compost to provide schools with composting infrastructure, including garden towers, educational materials, and hundreds of composting worms. Today, students at participating schools collect food scraps from their cafeterias and learn how to transform organic waste into nutrient-rich compost used in their campus gardens. This hands-on approach has already diverted 3.79 tons of food waste from landfills and is helping foster a culture of sustainability among young Arizonans.

Watch our video to hear personal stories from all 12 grantees | [Watch Video >](#)

Organizations can apply for the FY2026 funding in one of the following areas:

- **Waste Reduction Assistance (WRA)** – Supports programs such as curbside recycling, household hazardous waste collection, and other projects that significantly reduce solid waste.
- **Waste Reduction Initiative Through Education (WRITE)** – Funds educational outreach and behavior-change campaigns that promote proper recycling and waste disposal.
- **Recycling Research & Development (RR&D)** – Supports the development of new products, tools, or methods that reduce landfill use by turning waste into usable materials.

To help guide applicants through the process, ADEQ is offering both virtual and in-person workshops. These sessions will walk participants through the application steps, share tips for submitting a strong proposal, and provide an opportunity to ask ADEQ staff questions directly.

Grant application materials and workshop information can be found on the ADEQ Recycling Grants Page | [Visit Page >](#)

Completed applications are due by Tuesday, Sept. 9, 2025.

Background

After a 10-year hiatus, the grant program's relaunch received an overwhelming response, with 61 applications requesting nearly \$9 million in funding. While only a portion of the requests could be awarded, the selected grantees demonstrate some of Arizona's most creative and effective recycling solutions. This program empowers small communities to launch or expand local recycling efforts and supports larger municipalities in enhancing existing infrastructure to reduce landfill waste. ADEQ encourages cities, towns, tribal governments, counties, nonprofits, educational institutions, and private businesses with innovative recycling or circular economy projects to apply | [View Recycling Grantee Video >](#)

Media Contact

ADEQ Public Information Officer

Ph: 602-714-0048

[Email >](#)

[Contact Us](#)



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Phoenix Office

ADEQ - Phoenix
Suite #160
1110 W. Washington St.
Phoenix, AZ 85007

Ph: 602-771-2300 (General Information)
Ph: 800-234-5677 (Toll-Free)

Tucson Office

ADEQ - Tucson (SRO)
Suite #433
400 W. Congress St.
Tucson, AZ 85701

Ph: 520-628-6733 (General Information)
Ph: 888-271-9302 (Toll-Free)

RECYCLING GRANT AGREEMENT

ATTACHMENT 2

**ADEQ RECYCLING GRANT PROGRAM GUIDANCE MANUAL
(GUIDANCE MANUAL)**

ADEQ RECYCLING GRANT PROGRAM **GUIDANCE MANUAL**



Arizona Department of Environmental Quality

Notice of Funding Availability

Recycling Grant Program

Grant Applications Open: July 15, 2025

Grant Applications Due: Sept. 9, 2025, 3 p.m. MST (Arizona)

Submit Applications to: recycling@azdeq.gov

GRANT WORKSHOPS: There will be two grant workshops to answer questions concerning the grants and the application process. Each meeting will last approximately one and a half hours. To view upcoming grant workshops dates, times and locations, visit the ADEQ website at azdeq.gov/recyclinggrants.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS RECYCLING PROGRAM GRANTS MANUAL ALONG WITH THE TERMS & CONDITIONS GUIDE AND ATTEND ONE OF THE GRANT WORKSHOPS LISTED ABOVE.

Table of Contents

1.0 Funding Opportunity Description	1
1.1 Background	1
1.2 Eligibility	1
1.3 Award Information	1
1.4 Grant Application Process	2
1.4.1 Request for Grant Applications	2
1.4.2 Workshops	2
1.4.3 Grant Application	2
1.4.4 Application Evaluation	2
1.4.5 Oral Presentations	3
1.4.6 Final Selections and Grant Execution	3
1.5 Staff Assistance	3
2.0 Grant Application Guidelines	5
2.1 Application Instructions	5
2.2 Recycling Grant Match Requirements	6
2.2.1 Private enterprise match requirements	6
2.2.2 Political subdivisions/Tribal Governments match requirements	6
2.2.3 Non-profit organization match requirements	6
2.2.4 In-Kind Match	6
2.3 Application Outline	7
3.0 Types of Grants	9
3.1 Waste Reduction Assistance	9
3.1.1 Objective	9
3.1.2 Available WRA Funds	9
3.1.3 WRA Grant Eligible Projects	9
3.2 Waste Reduction Initiative Through Education (WRITE)	11
3.2.1 Objective	11
3.2.2 Available WRITE Funds	11
3.2.3 WRITE Grant Eligible Projects	11
3.3 Recycling Research and Development (RR&D)	12
3.3.1 Objective	12
3.3.2 RR&D Funds	12
3.3.3 RR&D Eligible Grant Projects	12
4.0 Record Keeping and Reporting Requirements	12

1.0 Funding Opportunity Description

1.1 Background

The Arizona Department of Environmental Quality's Recycling Program was established through the Arizona Solid Waste Recycling Act of 1990 (see Arizona Revised Statutes [A.R.S.] §49.831 et seq.). The Recycling Program is responsible for providing public education to encourage participation in recycling and source reduction, and for providing the public with information on proper solid waste disposal. Program monies are derived from landfill disposal fees and fund the following Recycling Grants: Waste Reduction Assistance (WRA), Waste Reduction Initiative through Education (WRITE), and Recycling Research and Development (RR&D).

- **WRA** grants assist recipients in providing recycling opportunities to all Arizonans and promote projects that divert significant amounts of materials from the solid waste stream.
- **WRITE** grants assist recipients in providing the information and education needed to encourage recycling, reuse, and source reduction, and to increase awareness of reducing and properly disposing of solid waste.
- **RR&D** grants help recipients develop tools and create knowledge that will help divert significant amounts of material from the solid waste stream in the future.

This grant program is administered in accordance with A.R.S. §41-2702 and A.R.S. §49-837.

1.2 Eligibility

The following entities are eligible applicants

- Political Subdivisions/Tribal Governments
- Non-profit Organizations
- Educational Institutions
- Private Enterprises

Organizations whose goals are consistent with the state's interests are eligible organizations who may submit applications. Organizations whose goals are determined to be inconsistent with the state's interests are not eligible organizations.

1.3 Award Information

Total funding under this competitive opportunity is dependent on the fiscal year budget and will be communicated once the fiscal year budget is determined. ADEQ anticipates that multiple grant awards will be made. Each recipient's work plan may include work to be completed during a 1-year period after grant award. As for the budget, all goods and services must be received by June 30, 2026. Personnel charges will only be paid through June 30, 2026.

- More than one project application per applicant may be submitted.
- Eligible entities may collaborate on proposed projects, if appropriate.
- A grant must be awarded and a grant agreement executed before a project can be started.

- Payments are made on a cost reimbursement basis. Grantees must provide assurance that the work has been completed by submitting receipts and invoices in order to receive reimbursement.
- Reimbursement can be made no more frequently than monthly but at least quarterly.
- Applicants must give suitable public acknowledgement to ADEQ's Recycling Program for the grant assistance. Refer to sections 6.5 and 6.9 listed in the Terms and Conditions.
- All projects must be completed one year from award, but funding must be spent and goods and services received by June 30, 2026.

1.4 Grant Application Process

1.4.1 Request for Grant Applications

The distribution of a Recycling Program Request for Grant Applications (RFGA) letter and press release is the first step in each grant cycle. A RFGA letter will be sent to everyone on the program's distribution list. The request announces the approximate amount of funds available, application due date, anticipated date awards will be made, a list of grant workshops, and other pertinent information specific to a grant cycle. Information is also on the ADEQ Recycling Program website at azdeq.gov/recyclinggrants. You do not have to be on the mailing list to submit a grant application. To be added to the mailing list, contact ADEQ staff for assistance at recycling@azdeq.gov.

1.4.2 Workshops

The ADEQ Recycling Program staff conducts workshops to meet with interested applicants. Guidelines concerning the grant process will be discussed with the applicants. Although these guidelines are covered in this manual and the Terms & Conditions, staff will discuss each step of the process and encourage questions. The intent is to ensure that applicants clearly understand the application process.

1.4.3 Grant Application

Grant applications must be submitted by the application due date provided and must be submitted according to the requirements indicated in this document.

1.4.4 Application Evaluation

Grant applications will be evaluated in accordance with A.R.S. §41-2702 by the Arizona Recycling Advisory Committee (ARAC). The ARAC members are appointed by the ADEQ Director to serve for 3-year terms pursuant to A.R.S. §49-837.

The evaluation process begins after the grant application due date. Each application will be reviewed to ensure that it is eligible for funding based on compliance with the requirements indicated in the grant manual. Applications which fail to meet requirements may be rejected and will not be further evaluated. ADEQ will notify applicants if the eligibility requirements are not met. If the grant application meets all eligibility requirements, it will be evaluated by the ARAC based on the criteria of the funding program to which it has applied. The applicant may be requested to supply additional information and may also be asked to revise their application based on the additional information submitted. Awards are limited by the amount of funding available, which fluctuates yearly; therefore, all qualifying projects may not be funded. In addition, grant management performance will be considered in future grant applications.

During evaluations, the grant applications will be confidential. After award, the grant applications will be available for public review.

1.4.5 Oral Presentations

After initial evaluation of applications, applicants who submitted projects determined to be reasonably acceptable for award selection may be asked to provide the ARAC with an oral presentation of the project. If required to provide an oral presentation, applicants will be contacted by the ADEQ Recycling Coordinator and additional information will be provided.

1.4.6 Final Selections and Grant Execution

Applicants will be notified via email after the evaluation process is completed. If the applicant is not awarded a grant, the notification email will provide a point of contact to review the evaluation if desired. If the applicant is awarded a grant, this email will be accompanied by a Grant Agreement. After notification of a grant award, the applicant must:

- Sign the original Grant Agreement and return it to ADEQ within 30 days of receipt. ADEQ will execute the Grant Agreement using DocuSign which will return an original to the applicant (now referred to as the Grantee).
- Submit a Certificate of Insurance (described in the Grant Agreement Terms and Conditions, item 9 Indemnification and Insurance).
- Set up a project file to maintain a record of all correspondence, receipts, invoices, and copies of all reports and documents associated with the project (see Grant Agreement Terms and Conditions, item 6 Grant Agreement Administration and Operation).
- Use the Instructions for Record Keeping and Reporting Requirements (pg. 12) as a guideline for maintaining adequate financial records. A narrative report and budget must be submitted to ADEQ on a quarterly basis. A copy should be maintained by the Grantee in their project file.
- Work cannot be started on a project until the Grant Agreement is executed, a Certificate of Insurance is submitted, and the Grantee receives a Notice to Proceed email from ADEQ.

After grant awards are made, all applications and the associated evaluations will be made available to the public. ADEQ may determine that trade secrets or proprietary information may continue to be held confidential. If the applicant feels that any of the information contained in their application should be held confidential they must designate that information as “confidential” in their application, and provide an explanation as to why it should be held confidential.

If an applicant does not receive a grant award, the applicant may request a meeting with the Recycling Coordinator to discuss the application and evaluation. Applicants also have the right to protest the award decision. A letter of protest shall be written within 30 days from the date of notification. Protest letters must be emailed to the Waste Programs Division Director and the Recycling Coordinator at recycling@azdeq.gov. Any protests and remedies will be resolved in accordance with A.R.S. §41-2704.

1.5 Staff Assistance

Grant applicants are encouraged to attend one of the Grant Workshops. Workshops are optional, but will provide the opportunity to ask questions concerning the grants manual, the evaluation process, or general program, and will assist applicants in writing a successful grant application. If you are unable to attend a Grant Workshop, ADEQ staff may be available upon request to meet and discuss the Recycling Grant Program.

Joseph (JB) Shaw, Recycling Coordinator

ADEQ Recycling Program

1110 W. Washington St. Phoenix, AZ 85007

Phone – 602-771-5613

recycling@azdeq.gov

2.0 Grant Application Guidelines

2.1 Application Instructions

Before completing your Recycling Program Grant application, the applicant should pre-plan the project and know:

- How the project needs to be structured
- Identify project components
- When and what personnel are needed
- How much it will cost to complete

It is highly recommended that you attend a grant workshop and consult with ADEQ staff regarding any questions on the application forms.

Follow these guidelines when preparing the application:

- Read and familiarize yourself with all chapters of this manual and the Terms & Conditions. Make sure the proposed project meets all of the described requirements.
- Download the Recycling Program Grants Manual, Terms & Conditions and required application forms available for download at azdeq.gov/recyclinggrants.
- Complete the narrative portion of your application being sure to respond to all items required and identified in this manual. Include all required schedules and attachments that are pertinent to your application.
- All applications must be single spaced, with no less than 10-point type size. The narrative portion of the application shall total no more than four typed pages not including the following attachments: (1) Signed Recycling Program Grant Application Form, (2) Disclosure Form, and (3) Budget Form and narrative description of budget. Narrative description of budget should be no more than two pages.
- Email the grant application package to recycling@azdeq.gov. Make sure to include the Grant Application Form with a signature by a person who is legally authorized to enter into an agreement on behalf of the applicant. An electronic signature is encouraged to reduce the use of paper.
- Do not send additional attachments with your application, for example, magazines, articles, product samples, etc. Provide only the application and attachments as stated in the grant manual.
- The application must be formatted and submitted in the sequence requested and must include page numbers. ADEQ will not provide any reimbursement for the cost of developing or presenting applications. Failure to include requested information may result in the rejection of your application or may have a negative impact on the evaluation of the application.
- Submit the completed grant application package by the deadline identified in this manual.
- Late applications will not be accepted.
- The Department may conduct discussions, request additional information, suggest changes

to the application, and negotiate project price adjustments. If discussions/negotiations are conducted, applicants may be invited to modify their applications. ADEQ reserves the right to award grants for less monies than requested.

2.2 Recycling Grant Match Requirements

No match requirements for FY26, please be aware that match requirements may return for FY27 and beyond.

2.3 Application Outline

Grant Applications **must be structured and submitted in the outline format provided below**. This information is listed in the order of importance and will be used by the evaluation committee during the evaluation process. Make sure the information you provide clearly describes your project. The evaluation committee will be guided by the information you provide.

The application should be formatted as shown below:

1) Strategy and Approach

Description of Proposed Project and Technical Approach.

Provide a clear description of the project and how the project is consistent with the goal of developing a circular economy in Arizona. Describe the steps and actions that will be taken to accomplish the project.

Effectiveness of Technical Approach.

Provide a clear and logical rationale for how the proposed project and approach are likely to achieve the project goal and how well it fits the category in which it has applied. State how the goal will be achievable within the scope and how the project will be sustainable. Provide any long-term goals of the proposed project.

Leveraging Resources, and Expertise of Partners.

Describe the plan to leverage the resources and expertise of partners and stakeholders in the project. Letters of support must be submitted with the application.

2) Environmental Results, Measurement & Reporting

State how the project will impact the solid waste stream, impact the community and local economy, and contribute to a circular economy in the proposed target area. Provide a reporting plan for tracking, measuring and reporting outputs¹ and outcomes² for the project. The plan should include an estimate of outputs (e.g., activities, products), and to the maximum extent practicable, their expected outcomes

¹ Outputs: The term “output” means an environmental activity, effort, and/or associated work product related to an environmental goal and objective that will be produced or provided over a period of time or by a specified date. Outputs may be quantitative or qualitative but must be measurable during the grant funding period.

² Outcomes: The term “outcome” means the result, effect, or consequence that will occur from carrying out an environmental program or activity that is related to an environmental or programmatic goal or objective. Outcomes may be qualitative and environmental, behavioral, health-related, or programmatic in nature, but must also be quantitative. They may not necessarily be achievable within the grant funding period.

(results achieved from the outputs, e.g., the percentage of the population served, the volume of solid waste diverted or eliminated from the waste stream, and the type of waste targeted, jobs created etc.) from the proposed project during the grant period. If applicable, state whether a similar project/program currently exists within the target area. Provide any benefits that may be derived from promotional and/or educational materials associated with the proposed project.

3) Programmatic Capability (and Past Performance for future grant cycles)

State the applicant's ability to manage the proposed project considering:

- Organizational Experience and Plan. Organizational experience and plan for timely and successfully achieving the objectives of the proposed project.
- Staff Experience. Staff expertise/qualifications, staff knowledge and resources or the ability to obtain them to successfully achieve the goals of the proposed project. Resumes of Key Personnel for those who would be performing the day to day work and management of the project must be submitted with the application (see Grant Agreement Terms & Conditions, item 12.0 Key Personnel)

4) Timeline

Applications will be evaluated based on the methodology, timeline and tasks used to complete the project. Applications will also be evaluated on the value of the deliverables produced by the project and the transferability of information and experience gained in undertaking the project. Examples of deliverables may include pamphlets, videos, or advertisements. Please complete a [timeline](#) as provided on the ADEQ website.

- Provide a timeline that
 - Describes the anticipated schedule for the steps and actions that will be taken to complete the project
 - Shows the major project milestones and timing of outputs
 - Four quarterly reports are due during the project term and a separate final report is due at the end of the project term and should be incorporated into the timeline

5) Budget Description

The budget should support the proposed project. It should be accurate and complete. Any item for which funding is requested should be reasonable and justified in the budget narrative. There is no required match requirements for FY26. However, if applicant plans to use matching funds to successfully complete the proposed project, identify the match amounts and match type in the budget form and narrative. Match reporting will then be required, as noted under 4.0 Record Keeping and Reporting Requirements section below. State the following in your application:

- Complete the [budget form](#) provided on the ADEQ website with the costs associated with the project. List in-kind and monetary matches in accordance with sections 1.11 and 1.15 listed in the Terms and Conditions (no match requirement for FY26).
- Provide a narrative description of the budget that corresponds with and clearly explains and justifies the costs listed on the budget form of the proposed project.

3.0 Types of Grants

3.1 Waste Reduction Assistance

3.1.1 Objective

The objective of the WRA program is to provide recycling opportunities to all Arizonans, and to provide funding assistance to projects that divert significant amounts of materials from the solid waste stream or are a component of a comprehensive program designed to achieve high diversion levels. WRA projects may include a small public awareness component, but must have a component that diverts material from the waste stream.

3.1.2 Available WRA Funds

Private enterprises and non-profit organizations may request a maximum of \$250,000 of WRA funds per application. Applications for more than the maximum amount shall not be considered.

Political subdivisions and Tribal governments may request a maximum of \$250,000 of WRA funds per application. Applications for more than the maximum amount shall not be considered.

Any eligible organization may request a maximum of \$500,000 of WRA funds to establish a new end market for processing materials.

WRA funds may be used to pay for supplies, equipment, vehicles, construction related costs or new/existing personnel (see Grant Agreement Terms & Conditions, item 6.11 Equipment).

3.1.3 WRA Grant Eligible Projects

All projects submitted must have a primary focus of providing recycling opportunities to Arizona residents and/or diverting significant amounts of materials from the solid waste stream. New or innovative ideas are encouraged along with established concepts. All programs should attempt to increase their effectiveness or scope by coordinating with existing resources.

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive; other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restrictive.

Recycling Collection Programs

- Establish a multi-unit housing collection program
- Implement a new residential curbside recycling collection program
- Expand a current residential recycling collection program by increasing the number of residents served and/or adding additional material types accepted in the program
- Establish a community recycling drop-off location
- Establish a regional hub and spoke recycling system

Construction and Demolition Debris

- Establish a new, or expand an existing, MRF that accepts construction and demolition debris
- Establish a Construction and Demolition Debris collection program

Green Waste and Wasted Food Composting

- Implement a new Green Waste and/or Wasted Food curbside recycling collection program
- Establish or expand a permanent Green Waste/Wasted Food and/or Composting facility or collection program

Material Recovery Facility (MRF)

- Establish a permanent MRF that accepts at least three of the following commodities: newspaper, cardboard, aluminum, steel cans, plastic or glass
- Expand an existing MRF to increase the amount of materials being processed

Public Venue Recycling

- Provide recycling opportunities in public venues (for example, but not limited to, entertainment venues, malls and shopping centers, parks)

Household Hazardous Waste (HHW) or Prescription Drug Collection

- Conduct a one day or periodic HHW collection event whether such an event has been held in the past or not
- Establish a permanent HHW facility or collection program
- Conduct a one day or periodic Prescription Drug collection event or establish permanent drop-off locations

All HHW or Prescription Drugs must be properly collected and disposed of or, for HHW, properly recycled.

Electronic Equipment Recycling

- Conduct a one day or periodic Electronics Equipment (for example, but not limited to, computers, monitors, audio, video) collection event whether such an event has been held in the past or not
- Establish a permanent Electronics Equipment (for example, but not limited to, computers, monitors, audio, video) collection facility or program

All electronic equipment must be properly collected and recycled by a certified electronics recycler.

End Market Development

- Construct a microfactory to help keep materials local in a particular region of Arizona
- Develop an end market that addresses a portion of the waste stream
- Implement an end market pilot program that addresses a portion of the waste stream

3.2 Waste Reduction Initiative Through Education (WRITE)

3.2.1 Objective

The objective of the WRITE program is to provide all Arizonans with the information and education needed to increase awareness on how to properly reduce and dispose of solid waste, and to encourage participation in source reduction, reuse, and recycling opportunities. WRITE projects should communicate the importance of conserving natural resources and the benefits of reducing, reusing, recycling, buying recycled products, composting and/or properly disposing of solid waste.

3.2.2 Available WRITE Funds

All eligible applicants may request a maximum of \$100,000 of WRITE funds per application. Applications for more than the maximum amount shall not be considered. Per A.R.S. §49-837(C), the director shall ensure that counties having a population of less than five hundred thousand persons receive benefits in proportion to their contributions to the fund.

3.2.3 WRITE Grant Eligible Projects

All projects submitted must have the primary focus of providing Arizona citizens with the information and education needed to increase awareness of properly reducing and disposing of solid waste and to encourage participation in source reduction, reuse, and recycling. New or innovative ideas are encouraged along with established concepts. All programs should attempt to increase their impact in effectiveness or scope by coordinating with existing resources.

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive and other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restricting creativity or innovation except where noted.

Educational Programs and Curriculum for Youth

- Develop programs/curriculum aimed at educating elementary school age children
- Develop programs/curriculum aimed at educating High School students

Community Education Campaigns

- Develop and implement programs designed to educate residents on new or existing curbside recycling or drop-off programs offered in their community
- Develop and implement programs designed to educate residents on new or existing recycling programs to reduce contamination in the recycling bin
- Develop and implement programs designed to educate residents on the proper disposal of solid waste and the negative impacts of illegal dumping.
- Develop programs designed to educate Arizona residents on the need and importance of recycling, source reduction, reuse and composting
- Mass media advertising campaigns designed to educate Arizona residents on the need and importance of recycling, source reduction, reuse and composting

Workshops and Seminars

- Coordinate workshops or seminars aimed at educating specific industries or stakeholder groups
- Display and demonstration projects
- Technical Assistance workshops

3.3 Recycling Research and Development (RR&D)

3.3.1 Objective

The objective of the RR&D program is to provide funding assistance to projects that develop tools and ideas, and create knowledge that will help divert significant amounts of materials from the solid waste stream in the future.

3.3.2 RR&D Funds

All eligible applicants may request a maximum of \$100,000 of RR&D funds per application. Applications for more than the maximum amount shall not be considered.

3.3.3 RR&D Eligible Grant Projects

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive and other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restricting creativity or innovation.

All projects submitted should have a long-term focus of diverting material from landfills, reducing solid waste at its source, new reuse applications for solid waste and contribution to a circular economy. New or innovative ideas are encouraged. All programs should attempt to increase their impact in effectiveness or scope by coordinating with existing promotional and/or educational resources.

- Technology development
- Recycled content product development
- Feasibility studies
- Solid waste audits
- End market development
- Other solid waste reduction concepts

4.0 Record Keeping and Reporting Requirements

A file must be dedicated to this grant agreement and all records relevant to this project shall be retained by the Grantee for five years after the final report is submitted.

Quarterly reports shall be submitted via email as agreed upon in the Task and Payment Schedule. All quarterly reports and/or payment requests shall include, a budget form, a brief narrative progress report, a Request for Reimbursement (as applicable) and photographs (if applicable).

- The budget must track the approved budget and report the budget expenditures (grant expenditures and match expenditures) for the current period
- The narrative progress report shall adequately discuss progress in completing the approved project

tasks and deliverables and discuss any delays or problems preventing expeditious completion of the project

- Reimbursements will only be made if quarterly status reports are up-to-date and shall be accompanied by reasonable assurance (documentation, receipts and invoices) that the goods and services for which payment is requested were actually received and performed
- Photographs and serial numbers of any equipment purchased under the grant agreement must be submitted with quarterly reports

The Grantee is responsible for maintaining all records including supporting documentation adequate to demonstrate that costs claimed have been incurred, are applicable to the Grant, and comply with applicable cost principles. For any budget expenditures, the following documentation, if applicable, will be maintained by the Grantee and made available to ADEQ upon request.

- Employee related expense detail and explanation
- An itemization of per diem rates, equipment rental/usage rates, etc.
- Copies or originals of time sheets for employees and/or volunteers, with employee's and supervisor's signature, noting dates, hours, and projects worked
- Copies or originals of logs/schedules for equipment usage, signed statements noting fair market value for in-kind donations of materials or supplies
- Copies or originals of vendor invoices for materials, supplies, equipment, etc.

All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. ADEQ has the right to disallow contributions determined inappropriate or unreasonable.

At the end of the project, a final budget report and final narrative report must be submitted and approved by ADEQ. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the project. ADEQ will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled

RECYCLING GRANT AGREEMENT

ATTACHMENT 3

**ADEQ RECYCLING GRANT PROGRAM TERMS & CONDITIONS
(TERMS AND CONDITIONS)**

ADEQ RECYCLING GRANT PROGRAM **TERMS & CONDITIONS**



Terms and Conditions

1.0 Definition of Terms

1.1 **"10% Administrative Cap"** means that no more than 10% of the total budget can be spent on administrative expenses.

1.2 **"Applicant"** means a person, firm, or other organization that submits or is considering submitting an application.

1.3 **"Application"** means a response submitted pursuant to a Request for Grant Applications (RFGA).

1.4 **"Arizona Procurement Portal Supplier ID"** means the electronic system that suppliers use to register with the state and conduct business. The APP provides resources for suppliers and state agencies to conduct procurement business.

1.5 **"Circular Economy"** keeps materials, products, and services in circulation for as long as possible. A circular economy reduces material use, redesigns materials, products, and services to be less resource intensive, and recaptures "waste" as a resource to manufacture new materials and products.

1.6 **"Days"** means calendar days unless otherwise specified.

1.7 **"Department"** means the Arizona Department of Environmental Quality (ADEQ).

1.8 **"Director"** means the Director of ADEQ.

1.9 **"Educational Institution"** means a place where people learn and gain knowledge and skills. This includes schools, colleges, universities, and other centers of learning.

1.10 **"Equipment"** means tangible, nonexpendable, personal property, including supplies, having a useful life of more than one year.

1.11 **"Grant Agreement"** means the written Grant Agreement, which includes all terms therein and the RFGA (including the manual and terms & conditions document referenced in the RFGA), the Application including attachments (including any revisions requested by the Department), and any modifications approved in accordance herewith, and shall constitute the entire Grant Agreement between the parties and supersede all other understandings, oral or written.

1.12 **"Grant Agreement Amendment"** means a formal contract amendment executed with the same formalities as the Grant Agreement.

1.13 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.14 **"Grantee"** also known as the "grant recipient" means the organization awarded a grant by ADEQ. The Grantee is legally responsible and accountable to ADEQ for the performance and financial aspects of

grant-supported projects or activities.]

1.15 ***“Indirect Costs (Overhead Costs)”*** are expenses incurred to support the business's operations. These costs are not directly related to the production/project related activities. These costs may include: Personnel and ERE (Salaries of Administrative Staff), Legal Fees, insurance, etc.

1.16 ***“In-Kind Match”*** means grantee in-kind resources and may include use of equipment, salaries of existing employees beyond the 10% Administrative Cap, project-specific operating costs (such as costs of additional insurance required as a direct result of your project) and other in-kind resources.

1.17 ***“Key Personnel”*** means those persons whose experience and knowledge are professional in nature as opposed to administrative. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical, or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning.

1.18 ***“Manual”*** means the ADEQ Recycling Program Grant Manual.

1.19 ***“Monetary Match”*** means grantee funds used to purchase supplies, equipment, structures, land and the hiring of new personnel.

1.20 ***“Non-profit”*** means a nonprofit organization.

1.21 ***“Partner”*** means an organization or person that is contributing equally to the project and is not a paid subcontractor.

1.22 ***“Political Subdivision”*** means a unit of government created by and under the authority of a higher level of government.

1.23 ***“Private Enterprise”*** means a business or industry that is managed by independent companies or private individuals rather than by the state.

1.24 ***“Records”*** means all books, accounts, reports, files and other records relating to this Grant Agreement.

1.25 ***“Request for Grant Applications or (RFGA)”*** means the document the Department utilizes to request applications.

1.26 ***“SAM (UEI)”*** means the U.S. General Services Administration (GSA) announced that all firms seeking federal financial assistance (FFA) from the U.S. Government are required to obtain an active SAM.gov registration including the issuance of a Unique Entity Identifier (UEI).

1.27 ***“Subcontract”*** means any contractual Grant Agreement, express or implied, between the Grantee and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Grant Agreement.

1.28 **“Tribal Government”** means a sovereign governments that operate apart from state or federal governments.

1.29 **“Volunteer”** means any person who does not receive monetary compensation for the work contributed to the project and who has not been listed as Key Personnel.

2.0 Term of Grant Agreement, Amendments, and Termination

2.1 **Term of Grant Agreement.** The Grant Agreement shall be effective [DATE or upon the date of the last signature] and shall terminate on [DATE], contingent upon funding.

2.2 **Grant Agreement Amendment.** The Grant Agreement may be renegotiated for additional periods, by formal contract amendment executed with the same formalities as this Agreement.

2.3 **Termination.** Either party may terminate the Grant Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date.

3.0 Authority

3.1 The Department is authorized to contract pursuant to A.R.S. § 49-104(B).

3.2 The Department is soliciting grants in accordance with A.R.S. Title 41, Chapter 24, Article 1.

4.0 Applicable Law

4.1 This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code at A.R.S. § 41-2501 et. seq. and administrative rules and regulations A.A.C. R2-7-101 et. seq.

4.2 In the event of any judicial proceeding related to this Grant Agreement or any unauthorized Subcontract the parties agree that the venue shall be proper in Maricopa County, Arizona. See A.R.S. §§ 12-123 and 12-401(17).

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

5.0 Grant Agreement Interpretation

5.1 **Implied Terms.** Each provision of law and any terms required by law to be in this Grant Agreement are a part of this Grant Agreement as if fully stated in it.

5.2 Language and Marginal Headings.

5.2.1 Language as used in this Grant Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders.

5.2.2 Marginal headings are included for ease of reading only and shall have no effect on the

construction or interpretation of this Grant Agreement.

5.3 **Relationship of Parties.** Neither party to this Grant Agreement shall be deemed to be the employee or agent of the other party.

5.4 **Lobbying.** Grantee shall not engage in lobbying activities, A.R.S. 41-1231 et.seq., using monies awarded under this Grant Agreement. Upon award of this Grant Agreement, Grantee shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Grantee shall implement and maintain adequate controls to assure that monies awarded under a Grant shall not be used for lobbying. All proposed Grantees shall be subject to the same lobbying provisions stated above. Grantees must include anti-lobbying provisions in all Grant Agreements with subcontractors.

5.5 **Severability.** The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.

5.6 **No Parole Evidence.** This Grant Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

5.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Grant Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.0 Grant Agreement Administration and Operation

6.1 **Project Period.** The Department agrees to reimburse Grantee for work activities performed during the project period as described in this Grant Agreement. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Agreement or after the project period has elapsed. The Grantee understands that the Department may terminate this Grant Agreement (see item 16 of this Grant Agreement), if the project is not initiated within three months after entering into this Grant Agreement. The Department may choose to extend the project period, if requested by the Grantee by executing a Grant Agreement Amendment (see item 8.1, Grant Agreement Amendments).

6.2 **Reports.** A budget report and a narrative report shall be submitted on a calendar quarterly basis. Reports shall be sent to the Department as agreed upon in the Task and Payment Schedule. Reports shall be emailed to recycling@azdeq.gov. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, photos of equipment purchased, and a narrative of the project's progress, as applicable. Grantees must obtain pre-approval from the ADEQ before any funds are reallocated from the original/approved budget. The Grantee is responsible for responding to any inquiries from the Department. At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a

minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the Recycling Program. An electronic format of the final report is required to close out the project. The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

6.3 **Audit.** In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Grant Agreement for a period of five years after completion of the Grant Agreement. Upon request, Grantee shall produce the original of any or all such records.

6.4 **Conflict of Interest.** In accordance with A.R.S. § 38-511, ADEQ may within three years after execution cancel the Grant Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADEQ, at any time while the Grant Agreement is in effect, becomes an employee or agent or any other party to the Grant Agreement in any capacity or a consultant to any other party of the Grant Agreement with respect to the matter of the Grant Agreement.

6.5 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by ADEQ prior to printing or displaying information. These items shall include the statement "Funded by a grant from the Arizona Department of Environmental Quality."

6.6 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.

6.7 **Nondiscrimination.** The Grantee shall comply with all existing federal, state, and local laws, rules, policies, or executive orders, including the Americans with Disabilities Act and State of Arizona Executive Order 2023-1, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the Grant Agreement or subcontract.

6.8 **Inspection.** The Grantee agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Grant Agreement.

6.9 **Advertising and Promotion of Grant Agreement.** The Grantee shall not advertise or publish information for commercial benefit concerning this Grant Agreement without the prior written approval of the Department.

6.10 **Ownership of Information.** Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted

material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement.

6.11 Equipment. Unless written exceptions are given by ADEQ, any purchase of equipment made with any funds provided by ADEQ shall be used for the purposes specified in the Grant Agreement for the period of at least three years from the purchase date, to include maintaining appropriate insurance and registration. ADEQ strongly recommends the purchase of equipment that is made with recycled content material when it is applicable. Serial and/or vendor numbers, and photographs shall be provided to ADEQ within 90 days after receipt of the purchased equipment.

6.11.1 All equipment purchased with ADEQ funding shall be used solely for the project funded. All purchased equipment shall be used for business use only and not for personal use. All purchased equipment shall be used, or stored when not in use, in the State of Arizona only.

6.11.2 Equipment that is purchased with grant funds with an acquisition cost of \$1,000 or more per unit may remain with the Grantee upon completion of the project unless the Department determines in writing that it is in the best interest of the State for the equipment to be returned to the Department.

6.11.3 Funding shall not be used to purchase luxury vehicles with luxury equipment. ADEQ will determine if a vehicle or equipment is considered luxury.

6.11.4 Non-compliance may be considered a default as per Item 16.6, Termination for Default. This could lead to a demand for reimbursement to ADEQ for its share of the equipment purchased.

6.11.5 ADEQ reserves the right to file a Financing Statement (Form UCC-1) with respect to any equipment purchased with any ADEQ funds.

6.11.6 All equipment and/or vehicles that are purchased with ADEQ funding must be a hybrid, meet low-GHG emissions standards, or use E-85 fuel, biofuels or other low-GHG alternative fuels (TLU-13).

6.11.7 The Grantee shall provide coverage for property losses due to insured perils on an all risk basis for any property in the care, custody or control of this Grant Agreement for full replacement value.

6.12 Operation and Maintenance. Any management practices implemented for the project must be properly operated and maintained for the intended purposes or as defined in the special conditions of the Grant Agreement. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practices safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.

6.13 Land Purchase and Lease. Any purchase or lease of land required to implement the project agreed upon must be completed prior to execution of the grant agreement. Zoning and permit approval must

also be in place prior to grant execution. Copies of appropriate documentation showing the land purchase or lease, along with appropriate permits, will be required.

7.0 Grant Funding

7.1 Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Requested funding is considered estimates of costs and shall not be exceeded by the Grantee unless otherwise amended.

7.2 Funding Disbursement.

7.2.1 Grant funds shall be expended only as authorized under the terms of this Grant Agreement.

7.2.2 All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement.

7.2.3 If requested by ADEQ, Grantee shall provide a detailed account of expenditures under this grant.

7.2.4 Reimbursement requests shall be paid within thirty days after receipt of the reimbursement request and accompanying documentation that demonstrates the activity was completed and/or the goods and services were actually received and performed.

7.2.5 Reimbursement requests must include detailed support documentation so as to determine that expenses are reasonable, allowable, and allocable to the activities described in the Scope of Work.

7.3 Applicable Taxes.

7.3.1 The Department shall reimburse only the rate and/or amount of taxes identified in the grant application and included in the costs within the approved budget or in any resulting Grant Agreement.

7.3.2 The Department is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the Grantee to remit. Failure to collect taxes from the buyer does not relieve the seller from the obligation to remit taxes.

7.3.3 Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall, and require all subcontractors to hold the Department harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

7.3.4 In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

7.4 Non-Availability of Funds. In accordance with A.R.S. § 35-154, every payment obligation of the Department under this Grant Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance

of this Grant Agreement, this Grant Agreement may be terminated by the Department at the end of the period for which funds are available. No liability shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8.0 Grant Agreement Changes

8.1 Grant Agreement Amendments. The Grant Agreement shall be modified only through a Grant Agreement Amendment. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

8.2 Subawards. The Grantee shall request and receive approval from ADEQ prior to issuing subawards funded through this Agreement. The following definitions are applicable to this paragraph:

8.2.1 "Subaward" means any payment to a subrecipient to carry out part of this Agreement.

8.2.2 "Subrecipient" means a non-Federal entity that receives a subaward to carry out a part of this Agreement.

8.2.3. "Non-Federal Entity" means a state, local government, Tribal Nation or Community, institution of higher education (IHE), or nonprofit organization that carries out a part of this Agreement.

8.3 Subcontracts. The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. Grantee shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 6.2, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Grant Agreement.

8.3.1 "Subaward" means any payment to a subrecipient to carry out part of this Agreement.

8.3.2 "Subrecipient" means a non-Federal entity that receives a subaward to carry out a part of this Agreement.

8.3.3. "Non-Federal Entity" means a state, local government, Tribal Nation or Community, institution of higher education (IHE), or nonprofit organization that carries out a part of this Agreement.

8.4 Assignment and Delegation. The Grantee shall not assign any right nor delegate any duty under this Grant Agreement without the prior written consent of the Department. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Department determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Recycling Grant Program.

9.0 Indemnification and Insurance

9.1 Indemnification Clause. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities,

officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Grant Agreement, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona. *This indemnity shall not apply if the Grantee or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.*

9.2 Insurance Requirements. Grantee and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Grant Agreement and in no way limit the indemnity covenants contained in this Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant Agreement by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

9.2.1 Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

9.2.2 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

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

behalf of the Grantee.

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

9.2.3 **Business Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Grant Agreement.

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

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

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

9.2.4 **Workers' Compensation and Employers' Liability.**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

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

9.2.4.2 This requirement shall not apply to each Grantee or subcontractor that is exempt under A.R.S. 23-901, and when such Grantee or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

9.2.5 **Professional Liability (Errors and Omissions Liability).**

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

9.2.5.1 In the event that the professional liability insurance required by this Grant Agreement is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant Agreement and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Grant Agreement is completed.

9.2.5.2 The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

9.2.5.3 The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Grant Agreement.

9.2.6 **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

9.2.6.1 The State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by the Grant Agreement.

6.2.6.2 The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

9.2.6.3 Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Grant Agreement.

9.2.6.4 Additional insurance may be required for pollution legal liability depending on the scope of work.

9.2.7 **Notice of Cancellation.** Applicable to all insurance policies required within the Insurance Requirements of this Grant Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, or hand delivered to State of Arizona Department of Environmental Quality, Attn: Waste Programs Division, Recycling Program, 1110 W. Washington Street, Phoenix, Arizona 85007.

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

9.2.9 Verification of Coverage. Grantee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Grant Agreement. An authorized representative of the insurer shall sign the certificates.

9.2.9.1 All such certificates of insurance and policy endorsements must be received by the State of Arizona before work commences.

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

9.2.9.3 All certificates required by this Grant Agreement shall be sent directly to the State of Arizona Department of Environmental Quality, Attn: Waste Programs Division, Recycling Program, 1110 W. Washington Street, Phoenix, Arizona 85007. The State of Arizona Grant Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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

9.2.11 **Approval and Modifications.** The Department, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Grant Agreement, as deemed necessary. Such action will not require a formal Grant Agreement Amendment, but may be made by administrative action.

9.2.12 **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-Insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

10.0 Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph.

11.0 Third Party Antitrust Violations. The Grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Grant Agreement.

12.0 Key Personnel. It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant Agreement. The Grantee must assign specific individuals to the key positions. Once assigned to work under the Grant Agreement, Grantees shall not remove or replace key personnel without consideration for impact to the project and the prior written approval of the ADEQ Recycling Coordinator. The Grantee shall bear all transitional expenses incurred due to replacement of Key Personnel.

13.0 Compliance with Applicable Laws. The materials and services supplied under this Grant Agreement shall comply with all applicable Federal, state and local laws. Grantee shall maintain and comply with all applicable licenses and permit requirements.

14.0 Grantee's Representations and Warranties. All representations and warranties made by the Grantee under this Grant Agreement and within the application shall survive the expiration or termination of the Grant Agreement. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

15.0 Department's Contractual Remedies

15.1 Right to Assurance. If the Department in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Grant Agreement, the Department may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at the Department's option, be the basis for terminating the Grant Agreement.

15.2 Non-exclusive Remedies. The rights and the remedies of the State under this Grant Agreement are not exclusive.

16.0 Grant Agreement Termination

16.1 Conflict of Interest. The Grantee shall submit a written disclosure of any business or financial relationship having a monetary worth exceeding \$50,000, that the Grantee, relative of the Grantee, individual employee, subcontractor(s) or relative(s) of subcontractor(s) may have with respect to this Grant Agreement. The period of disclosure shall be one fiscal year period immediately preceding this Grant Agreement, as established by the Grantee's standard accounting practices, and during the term of any resultant Grant Agreement.

16.2 Cancellation for Conflict of Interest.

16.2.1 Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating,

negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time.

16.2.2 If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

16.3 **Gratuities.** The Department may, by written notice, terminate this Grant Agreement, in whole or in part, if the Department determines the Grantee or a representative of the Grantee offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Grant Agreement. The Department, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Grantee.

16.4 **Suspension or Debarment.** The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Grant Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.

16.5 **Termination for Convenience.** The Department reserves the right to terminate the Grant Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant Agreement shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

16.6 **Termination for Default.** The Department reserves the right to terminate the Grant Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.

16.7 **Continuation of Work Activities after Termination.** Termination of this Grant Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

17.0 Notices

17.1 Grantee shall address all reimbursement requests relative to this Grant Agreement to:

[NAME of REPRESENTATIVE]
[TITLE]
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: [EMAIL]

17.2 The Department shall address all payments relative to this Grant Agreement to:

[NAME]
[TITLE]
[GRANTEE]
[STREET ADDRESS]
[CITY, STATE, ZIP]
Email: [EMAIL]

17.3 Grantee shall address all other notices relative to this Grant Agreement to:

[NAME of PROGRAM REPRESENTATIVE]
[TITLE]
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: [EMAIL]

17.4 The Department shall address all other notices relative to this Grant Agreement to:

[NAME]
[TITLE]
[GRANTEE]
[STREET ADDRESS]
[CITY, STATE, ZIP]
Email: [EMAIL]

RECYCLING GRANT AGREEMENT

ATTACHMENT 4

**GRANTEE'S APPLICATION INCLUDING ATTACHMENTS
(INCLUDING ANY REVISIONS REQUESTED BY THE DEPARTMENT)**

Arizona Department of Environmental Quality Recycling Program Grant Application Form

Please check the program for which you are applying: ☒ WRA ☐ WRITE ☐ RR&D

1. Project Details

Project Title – Please limit the length of the title to one line:

Lithium-Ion Battery Diversion Initiative

Project Description – The project description should identify the type of project and the name of the specific program:

The City of Avondale is applying for the WRA grant to develop a lithium-ion battery drop off station and for development of educational videos and flyers on lithium-ion batteries.

Proposed Costs:

1. Total Funds Requested: \$ 20,490
2. Matching Funds: \$ 0
3. Total Project Cost (Lines 1 plus 2): \$ 20,490

2. Contact Information

Authorizing Organization – Enter the name of the organization that is applying for the grant.

Name: City of Avondale

Mailing Address: 11465 W Civic Center Dr.

City: Avondale

State: AZ Zip Code: 85323

Phone: (623) 333-1000 Email: emailpublicworks@avondaleaz.gov

Authorized Organization Contact – Enter the name of the person who will be responsible for the terms and conditions of the Grant Agreement. This person must sign the signature page:

Name: Ron Corbin

Mailing Address: 11490 W Civic Center Dr.

City: Avondale

State: AZ Zip Code: 85323

Phone: (623) 333-1041 Email: rcorbin@avondaleaz.gov

Authorizing Payment Contact – Enter the information for the person responsible for receiving payments for reimbursement requests should you be awarded funding:

Name: Finance & Budget - Accounting

Mailing Address: 11465 W. Civic Center Dr.

City: Avondale

State: AZ Zip Code: 85323

Phone: (623) 333-2000 Email: accounting@avondaleaz.gov

Authorized Notice Contact – Enter the name of the person responsible for receiving all notices relative to the grant agreement should you be awarded funding:

Name: Katrece Bird

Mailing Address: 399 E. Lower Buckeye Road

City: Avondale

State: AZ Zip Code: 85323

Phone: (623) 333-4473 Email: kbird@avondaleaz.gov

Project Manager – Enter the name, title, and contact information of the individual who will have the day-to-day knowledge of the project and should be contacted if clarification is required:

Name: Simon Lara

Title: Solid Waste Manager

Mailing Address: 399 E. Lower Buckeye Road

City: Avondale State: AZ Zip Code: 85323

Phone: (623) 333-4465 Email: slara@avondaleaz.gov

3. Applicant Organization Details

Organization type, check one:

☐ Private enterprise ☒ Political subdivision ☐ Tribal Government ☐ Non-profit ☐ Educational Institution

Organization Social Media Accounts

Instagram: <https://www.instagram.com/cityofavondaleaz>

Facebook: <https://www.facebook.com/CityofAvondaleAZ>

LinkedIn: <https://www.linkedin.com/company/100100/>

SAM (UEI) - (the applying organization's 12 character alphanumeric code that identifies entities in the System for Award Management (SAM.gov)):

GDTNM5BLN9Y4

Arizona Procurement Portal Supplier ID - (the applying organization's number acquired through the Arizona Procurement Portal that allows the transfer of funds should you be awarded funding):

IV0000005044

4. Applicant Organization Eligibility

Are you or your organization currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity? ☐ Yes ☒ No

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and scope in this grant application. The signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application with modifications to scope, methodology, schedule, final projects, and/or budget.

Authorized Signature:  Date: 9/8/2025

Print Name: Ron Corbin Title: City Manager

Company/Organization: City of Avondale

The Grant Application Form must be signed by the individual legally authorized to act on behalf of the applicant in conducting all official business relating to the project. Signing this form and submitting a grant application package certifies that the applicant has the authority to enter into the Agreement, accept funding, and fulfill the terms of the proposed project if approved. The applicant is required to read the Arizona Department of Environmental Quality Recycling Program Grant Agreement Terms and Conditions and be legally authorized to enter into an agreement with ADEQ.

Attest:



City Clerk



Project Narrative

Organization Name: City of Avondale

Project Title: Lithium-Ion Battery Diversion Initiative

Total Amount Requested: \$20,490

Period of Performance: November 1, 2025 – October 31, 2026

Type of Grant: Waste Reduction Assistance (WRA)

Summary Statement

This proposal seeks grant support to implement a lithium-ion battery diversion initiative that removes hazardous battery materials from the municipal solid waste stream through a dedicated drop-off station in Avondale and the development of public education materials.

Background

Lithium-ion batteries are one of the fastest growing challenges in municipal waste as battery use in daily household items has expanded dramatically. According to the U.S. Environmental Protection Agency (EPA), global lithium-ion battery production increased more than fivefold between 2010 and 2020 and is projected to continue growing through 2030, driven by surging demand for portable electronics and e-mobility devices. These batteries power everyday products including laptops, e-bikes, vapes, power tools, and headphones, and they contain valuable metals like lithium, cobalt, and nickel that require specialized recycling to recover.

Without accessible collection infrastructure and public awareness, most of these batteries are permanently lost to the waste stream rather than reaching proper recycling channels. This creates both environmental and operational hazards. When batteries are discarded in curbside containers, they can ignite fires during collection and processing, a problem that has grown alarmingly. According to a 2021 EPA report, improperly discarded lithium-ion batteries caused more than 240 fires across 64 U.S. facilities between 2013 and 2020, including materials recovery facilities, transport vehicles, and landfills. The frequency of these incidents escalated dramatically, from just two fires at one facility in 2013 to 65 fires at 16 facilities in 2020. Additionally, when batteries reach landfills, their chemical components can leach into soil and groundwater, creating long-term environmental contamination.

Avondale currently offers battery collection through two annual household hazardous waste events per year, with the two most recent events collecting 112 lithium-ion batteries. However, this number likely represents a small fraction of batteries actually used and discarded in the community as many residents remain unaware of proper disposal methods. The lack of year-round, convenient collection infrastructure means valuable materials continue flowing to landfills while operational risks persist in the waste stream.

This gap presents a significant opportunity. By establishing dedicated collection infrastructure, Avondale can capture valuable materials before they enter the waste stream, strengthen waste diversion programs, support circular economy goals, and redirect a problematic waste category to appropriate processing facilities.

Strategy and Approach

Description of Proposed Project and Technical Approach

The City of Avondale will establish a permanent lithium-ion battery drop-off station at the Avondale Civic Center Library recycling drop-off center and develop a public education campaign. This initiative

addresses the growing problem of improper lithium-ion battery disposal by providing residents with a safe, convenient recycling option while educating the community about disposal risks and proper handling procedures.

This project directly supports Arizona's circular economy development by transforming lithium-ion battery waste into valuable resources rather than allowing these materials to pose environmental and safety hazards in landfills. The initiative establishes local collection infrastructure and educates residents about proper disposal, building the foundation for a closed-loop system that keeps materials in productive circulation.

The project employs a two-part approach: establishing a permanent, fire-resistant lithium-ion battery drop-off station at the Avondale Civic Center Library recycling drop-off center and launching a public education campaign. The library location leverages existing high foot traffic and proximity to current recycling facilities, making battery disposal part of residents' established waste diversion habits.

Implementation will occur in three phases over six – eight months. Infrastructure development includes developing and installing the collection station infrastructure. Campaign development and launch focuses on producing educational videos and designing print materials. Community engagement and monitoring involves distributing materials at community events, managing social media outreach, and tracking collection volumes to optimize the program.

The education campaign combines professionally produced longer-form videos explaining disposal risks and solutions with short-form social media content targeting specific battery-containing devices. Print materials will be distributed at community centers and community events to promote proper disposal practices.

Effectiveness of Technical Approach

This project is designed to achieve measurable impact while establishing sustainable, long-term operations. By co-locating the battery collection station with the City's existing, well-used recycling drop-off site, residents can conveniently dispose of multiple materials in one trip. The site will feature attention-grabbing signage and a wrapped container design to maximize visibility and encourage participation.

Fire safety was a central priority in both site selection and infrastructure design given the combustibility risks of lithium-ion batteries. The outdoor location was intentionally chosen for its distance from buildings, reducing the chance of property damage in the unlikely event of combustion. The collection station will incorporate fire-resistant insulation and suppressing materials, while residents will be provided with bags and/or tape to prepare batteries before disposal, minimizing the likelihood of short circuits. Frequent collections by trained City staff will further reduce risk by preventing battery accumulation on-site. Together, these layered safeguards ensure proactive risk management while maintaining convenient community access.

This project directly supports the Waste Reduction Assistance (WRA) program by diverting hazardous lithium-ion batteries from landfills and addressing a critical safety gap in waste management. Integrating the drop-off site with the library's existing recycling location allows the City to immediately expand recycling options, while outreach through mixed media campaigns reinforces behavior change.

Educational materials will explain both the disposal process and the reasons behind it, linking residents' actions to tangible safety and environmental outcomes.

In addition to reducing fire risk, the project advances the City's broader sustainability goals. It aligns with the City's [Sustainability Plan](#) objective of reducing annual residential waste landfilled by 35% by 2030, while also contributing to circular economy principles through material recovery and reuse. Financial sustainability is ensured through the City's solid waste budget, with modest ongoing costs for collection and outreach. In the long term, this initiative creates a foundation for expanding disposal options and strengthening public awareness, helping residents integrate safe recycling practices into daily life.

Leveraging Resources and Expertise of Partners

This project supports collaboration with multiple City departments and external collaborators to ensure both technical success and community engagement. The City Solid Waste Division will oversee installation, coordinate collection, and provide ongoing operational support. Batteries will be collected and sorted by City staff. The City will utilize a certified contractor to provide environmentally sound disposal processing and to maximize material recovery.

The City's Marketing and Public Relations Department will develop educational flyer, assist with design of the signage and wrap for the drop-off container, and manage social media campaigns. The City's Sustainability Officer will assist with outreach effort design and implementation. To enhance public education, the City will contract with a professional video production company to develop high-quality educational videos tailored for digital and social media platforms.

These partnerships leverage existing expertise, facilities, and communication channels while minimizing costs and maximizing impact. This coordinated approach ensures the project benefits from specialized knowledge in waste management, public education, media engagement, and sustainability and builds relationships necessary for long-term program success.

Environmental Results, Measurement & Reporting

The City will monitor the actions taken (outputs) and the benefits achieved (outcomes) to evaluate the project's success and shape future efforts. The table below outlines key activities, expected results, and how progress will be measured.

Activity	Timeframe	Output(s)	Targeted Outcome(s)
Install drop-off container at Civic Center Library	January 2026 – June 2026	Install 1 container for battery recycling	Residents have a visible and accessible option for safe lithium-ion battery disposal
Produce and distribute educational materials and videos	January 2026 – October 2026	1,000 flyers printed for distribution; 1 long video and 3–5 short videos produced and shared on social media	Increased public awareness of safe disposal practices for lithium-ion batteries.
Collect and recycle lithium-ion batteries	July 2026 – July 2027	Regular collection and proper recycling of batteries from drop-off site	Divert 200 lbs. of batteries from the landfill in first year of service

The City will provide quarterly updates documenting installation progress, outreach activities, material collection volumes, and public engagement metrics. A final report will summarize all findings from the

program.

Programmatic Capability (and Past Performance for future grant cycles)

Organizational Experience and Plan

The City of Avondale demonstrates proven capability in managing recycling infrastructure projects and community outreach programs. The City was previously awarded grant funding to develop a recycling drop-off center at the Civic Center Library location, the proposed co-location for the lithium-ion battery collection project, from the Arizona Department of Environmental Quality. The current recycling program has been widely successful, diverting over 20 tons of recyclables in the past year with increasing usage trends. Due to overwhelming community response, the City has increased servicing of the two recycling roll-off containers at this location to once weekly, demonstrating both operational flexibility and commitment to meeting community needs.

The City's infrastructure supports the project's success through established partnerships with certified waste disposal agencies and operational experience managing specialized waste streams. Avondale currently hosts two household hazardous waste collection events annually, providing staff with direct experience in safely handling and coordinating disposal of hazardous materials, including lithium-ion batteries.

The Avondale Public Works Department has successfully received and executed multiple grants over the past five years, including awards from the Maricopa Association of Governments for electric vehicle siting plan development, the Water Infrastructure Finance Authority of Arizona (WIFA) for residential water rebate programs and municipal facility audits and infrastructure upgrades, and the Gila River Indian Community for emergency response equipment procurement. This track record demonstrates the City's ability to manage diverse project types, meet grant compliance requirements, and deliver measurable outcomes.

Staff Experience

The project will be managed through a collaborative approach leveraging expertise across City departments. The Solid Waste Division brings extensive experience in waste collection operations, regulatory compliance, and partnership management with certified recyclers and disposal facilities. The City's Marketing and Public Relations Department has established expertise in developing public education materials and managing social media campaigns for municipal programs, including successful promotion of the current recycling drop-off center. The Sustainability Officer will provide guidance and oversight of educational outreach materials to ensure clear and accurate messaging related to lithium-ion battery recycling.

Project management will follow established City protocols for grant administration, with dedicated staff assigned to ensure timely implementation, compliance monitoring, and reporting requirements. The City's proven ability to coordinate multi-departmental initiatives provides confidence in achieving project objectives within the proposed timeline. Key personnel resumes detailing specific qualifications and experience have been included in [Appendix A](#) of this application.

Timeline Form

Attached.

Budget Narrative

Equipment Costs (\$2,540)

Drop-Off Container (\$500): Through extensive market research, no existing drop-off boxes for lithium-ion batteries are available in the United States market that meet the specific requirements for this project, including outdoor environmental durability, fire-suppressing capabilities, and integrated storage for safety materials (bags and tape). The City will procure a simple metal drop-off style container that is capable of being customized to fit our needed specifications. The style of container that the City plans to use has been successfully customized and implemented in a city in Iowa.

Container Wrap (\$1,000): Professional design and installation of an attention-grabbing vinyl wrap for the drop-off container is essential for maximizing community visibility and clearly identifying the station's purpose to residents.

Fireproofing Supplies (\$600): Specialized fire-resistant insulation and suppressing materials are essential for safe battery storage and will be integrated into the custom drop-off container to minimize combustion risks and contain potential thermal events. These supplies will include items such as insulation and attachment supplies, bagging and taping materials and attachment supplies, and a battery storage bag.

Battery Recycling Kits (\$440): The city will order four battery collection boxes which will be used to store and ship collected batteries for recycling. Once these collection boxes have been used, on-going collection costs will be the responsibility of the city.

Other Direct Costs (\$17,950)

Signage and Installation (\$2,100): Site signage (\$1,600) will clearly communicate acceptable materials, battery preparation instructions, and proper disposal procedures. Installation services are included in this cost.

Concrete Pad and Installation (\$2,000): A permanent concrete foundation is required to properly secure the drop-off station. The City's Street Maintenance staff will perform the installation work to minimize costs and expedite project completion. Grant funds cover concrete materials (\$100), staff labor time (\$1,400), and City equipment use (\$500). The labor hours have been estimated at taking four street maintenance staff members 10 hours to complete the work. The average hourly rate for street maintenance staff is \$34.19 per hour.

Video Production (\$13,000): Professional video development represents the largest budget component, addressing a critical gap in available educational resources. Currently, limited high-quality videos exist that effectively communicate lithium-ion battery disposal dangers and proper recycling procedures to the general public. The City will contract with a professional production company to create multiple educational videos, including a comprehensive 2-3 minute explanation of battery risks and disposal solutions, plus a series of short-form social media content targeting specific battery-containing devices. Professional production ensures high-quality, engaging content that effectively reaches diverse community demographics and drives behavior change.

Flyers (\$850): While graphic design will be completed in-house by Avondale staff to control costs,

grant funds are requested for professional printing of educational flyers for distribution at locations such as libraries, community centers, schools, and public events to maximize community outreach reach. These flyers will be printed on recycled paper.

Total Project Cost: \$20,270

This budget reflects a strategic investment in both permanent infrastructure and comprehensive community education, ensuring immediate waste diversion impact and long-term program sustainability. The emphasis on professional video production addresses a documented gap in available educational resources while the custom drop-off infrastructure provides a safe, visible solution for community battery recycling needs.

Subrecipient activities:

Not applicable.

Contracting activities:

The proposed project will involve a range of procurement and contracting activities. We will follow the City's procurement rules to purchase any goods and services. Per city policy, an informal request for quotes (RFQ) or request for proposals (RFP) competitive process will be used when practicable for purchases over \$5,000.

Anticipated contracting/procurement activities include:

- Video Production Services
- Container Wrap Design and Installation
- Signage Design and Installation
- Cement purchasing
- Flyer Printing
- Drop-Off Container and Fireproofing Materials

Appendix A: Resumes of Key Personnel

Simon Lara

Skills/Qualifications

Ability to effectively communicate up and down the leadership structure
Strong self-managing, self-motivating individual contributor
Highly productive working and/ or leading in a group setting as a team player
Excellent leadership skills, with the ability to effectively manage and motivate my teams
Proven adaptability and flexible leadership style in continually changing environments

Experience

Solid Waste Manager

City of Avondale, Avondale, AZ, 10/2021-Present

- Manage overall operations for solid waste, including residential services, bulk trash, container delivery, and solid waste inspections
- Develop and implement department policies and operating procedures
- Efficiently respond to citizen requests for information or programs, a liaison between the Public Works Department and the community.
- Submit budget recommendations for the department to the public works deputy director; order equipment and supplies within budgetary constraints; monitor and control expenditures within budget guidelines and forecast
- Develop public information strategies and written materials, including public service announcements, press releases, brochures, and displays; encouraging citizens and businesses to participate in recycling and waste stream programs
- Hire, train, motivate, oversee, and assign work of staff; create schedules and methods for work performed; ensure adherence to proper workgroup procedures and policies set forth by the organization
- Oversee employee reviews, goals, and annual performance, provide input on hiring and disciplinary actions and work objectives/effectiveness, and realign work as needed.
- Prepare city manager bi-weekly reports and prepare operational reports for upper management
- Create and facilitate presentations for staff, management, and the public

Commercial Supervisor

City of Glendale, Glendale, AZ, 10/2017-10/2021

- Supervise multiple business lines including commercial, bulk trash, sweeper, and roll-off department
- Develop and implement department policies and operating procedures
- Develop, coordinate, and evaluate marketing and sales programs to increase commercial revenue
- Efficiently respond to citizen requests for information or programs, act as a liaison between the Public Works Department and the community.
- Submit budget recommendations for the department to the Superintendent of Solid Waste Management; order equipment and supplies within budgetary constraints; monitor and control expenditures within budget guidelines and forecast

- Develop public information strategies and written materials, including public service announcements, press releases, brochures, and displays; encouraging citizens and businesses to participate in recycling and waste stream programs
- Hire, train, motivate, oversee, and assign work of staff; create schedules and methods for work performed; ensure adherence to proper workgroup procedures and policies set forth by the organization
- Develop employee reviews, goals, and annual performance also provide input on hiring and disciplinary actions and work objectives/effectiveness, and realigning work as needed.
- Prepare city manager bi-weekly reports and prepare operational reports for upper management
- Create and facilitate presentations for staff, management, and the public
- Play key role in safety programs, upholding a safe work environment for all staff and employees

Solid Waste Foreman

City of Glendale, Glendale, AZ, 11/2015-10/2017

- Assist management in managing daily operations
- Manage and monitor staff by planning and prioritizing task, ensuring policy and procedure compliance
- Investigate and respond to complaints regarding residential and commercial service, assist customers on the phone and in person; keep track with all reports and complaints, handling them in a timely and effective manner
- Schedule personnel vacations, time off, and daily route schedules
- Use Zonar/Rubicon Global to monitor routes and reduce missed streets, print out work orders and reports by customer serve representatives
- Hold meetings on safety, customer service, and solid waste information
- Attend planning and zoning meetings to review construction plans to ensure plans meet the solid waste standards and city codes
- Help balance and monitor annual budgets

Equipment Operator

City of Glendale, Glendale, AZ, 4/2013 – 11/2015

- Operate a mechanical side loader
- Collection of residential, multi-family and commercial recycling materials on a designated route; transporting recycling material in a safe and efficient manner to a materials recovery facility
- Operate wheel type tractor, front-end loader with clamshell bucket; Operate hydraulically operated arms to lift mechanized containers which are emptied into the truck and hydraulic rams to compact the refuse
- Barrel Delivery/Repair Driver: Perform routine tasks involving the delivery and repair of the automated barrels for the City of Glendale
- Operate rear loading packer truck, collecting uncontained bulk refuse in a designated area.
- Detect, identify and report improper equipment performance and make necessary operational adjustments to ensure routes/task is completed.
- Comply with department policies and procedures.
- Demonstrate continuous effort to improve operations.
- Decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Bulk Trash pick-up, Load brush into rear-loader using rakes shovels, and pitchfork, cleaning surrounding areas, picking up uncontained trash from the City's alleys and streets.

Equipment Operator

City of Peoria, Peoria, AZ, 12/2006 – 05/2012

- Operate a mechanical side loader.
- Collection of residential, multi-family and commercial recycling materials on a designated route; transporting recycling material in a safe and efficient manner to a materials recovery facility.
- Operate wheel type tractor, front-end loader with clamshell bucket; Operate hydraulically operated arms to lift mechanized containers which are emptied into the truck and hydraulic rams to compact the refuse.
- Barrel Delivery/Repair Driver: Perform routine tasks involving the delivery and repair of the automated barrels for the City of Peoria.
- Operate rear loading packer truck, collecting uncontained bulk refuse in a designated area.

Education**Northern Arizona University**

Master of Administration 5/2019

Bachelor of Interdisciplinary Studies-Public Administration, 12/2016

Estrella Mountain Community College

Associates of Applied Science in Public Administration, 5/2015

Katrece Bird

EDUCATION

Arizona State University | Master of Public Administration May 2023

Arizona State University | Bachelor of Science in Biological Science May 2015

- Sustainability minor

PROFESSIONAL EXPERIENCE

Senior Management Analyst January 2023 – Present

Public Works Department | City of Avondale, AZ

- Coordinates extensive research for special projects for all areas of the Public Works Department; collects information on operational and administrative initiatives and performs comprehensive analysis; synthesizes information and makes recommendations on policy issues.
- Researches, prepares and submits grant applications and associated documentation for federal, state, regional, and local funding opportunities.
- Conducts operational assessments and performs updates of processes and procedures to reduce inefficiencies and increase procedural fairness.
- Implements the city trip reduction program to maintain compliance with Maricopa County P-7 ordinance and performs associated responsibilities including administering an annual employee survey, plan development and approval, and employee outreach.

Management Analyst January 2022 – January 2023

City Manager's Office | City of Avondale, AZ

- Provides highly responsible professional-level administrative assistance as a liaison to the City Council and City Manager's Office.
- Represents the City Council and City Management at meetings and facilitates communication between members of the Council, City staff, and the public.
- Conducts research and administrative studies to prepare written reports, project briefings, presentations, and statistical analyses.
- Researches and responds to inquiries and concerns from the public by coordinating a unified response amongst departments.
- Manages expenses, invoices, and procurement of the \$112,00 annual City Council Budget.
- Administers the Avondale Citizens Leadership Academy civic engagement program by managing the budget and procurement, marketing, and scheduling of presentations and hands-on activities for each City Department.

Outreach Services Supervisor Permanent Position, July 2021 – December 2022

Interim Position, January 2020 – December 2021

Air Quality Department | Maricopa County, AZ

- Effectively led a team of 7 in-person and remote outreach professions and managed the operations of the Education Outreach, Spanish Outreach, Business Outreach, and Graphic Design programs.
- Monitored and prioritized team projects and communicated progress and roadblocks to stakeholders with proactive recommendations leading to on-time delivery of projects.
- Formatted various department documents, handbooks, and strategic goal tracking reports using department graphic standards and technical knowledge of local, state, and federal rules, regulations, and ordinances.

- Facilitated CleanAirMakeMore website and mobile app updates with Graphic Designer and contracted software developer.
- Designed, created, and distributed marketing campaign materials including social media graphics and content, flyers, brochures, webpages, and high pollution advisory notices.

Education Outreach Associate

September 2018 – December 2019

Air Quality Department | Maricopa County, AZ

- Delivered over 100 in-person and virtual presentations on air pollution throughout Maricopa County reaching approximately 3,000 students and residents annually.
- Registered for and attended approximately 100 school and community events annually to educate the public on a variety of air quality topics.
- Designed and disseminated a bi-annual newsletter to over 300 education stakeholders in Maricopa County through GovDelivery.
- Initiated and developed a variety of digital and physical education materials including two award winning programs specifically for students in non-formal education programs. Combined, these resources reached over 7,500 within their first six months of creation.

Environmental Health Specialist

August 2016 – September 2018

Environmental Services Department | Maricopa County, AZ

- Inspected food handling facilities to determine FDA Food Code compliance and provided training on proper food handling procedures to ensure public health safety.
- Maintained a tracking database and prepared annual report documenting outreach activities to the Arizona Department of Environmental Quality to ensure permit compliance.
- Developed and delivered over 100 presentations to schools, professional groups, community organization, and non-profits regarding stormwater pollution prevention awareness annually.
- Attended stakeholder and professional association meetings to network within the community while serving as the Maricopa County Stormwater Program representative.

High School Environmental Sciences Teacher

August 2015 – September 2016

EPIC Academy Charter School | Chicago, IL

- Taught 93 standard and special education students environmental science concepts through executing a skills first curriculum.
- Developed and implemented environmental science lessons to correlate with state standards and environmental science topics.
- Designed and conducted numerous hands-on projects and adapted teaching methods and instructional material to meet students' varying needs and interests.

Kimberly Anderson

Summary of Qualifications

- B.S of Environmental and Sustainability with emphasis in Global Sustainability
- Experience working with non-profit organizations as well as city, state, and federal agencies
- Hands-on environmental conservation field work
- Internships with Student Conservation Association, AmeriCorps, and International Union for Conservation of Nature (IUCN)
- Notable skills include management, project coordination, asset management, data collection, understanding of sustainability industry, consulting, habitat restoration, team leadership, and proficient written and verbal communication.

Experience

City of Avondale / Sustainability Officer

October 2023 - Present / Avondale, Arizona

- Identifies, reviews and assesses the city departments' current sustainability services and programs. Recommends strategies, programs and technologies to meet sustainability goals.
- Summarizes technical data and prepares monthly, quarterly, or annual reports for submission to regulatory agencies.
- Represents the City professionally at environmental meetings and serves as the liaison for Avondale's Sustainability Commission.

City of Flagstaff Sustainability Department Intern / Capstone Project

August 2020- November 2020 / Northern Arizona University, Flagstaff, Arizona

- Assisted the City of Flagstaff in executing their goal of reaching community-wide carbon neutrality by 2030.
- Attended weekly meetings with city officials to provide updates and address their needs.
- Collaborated with teammates to reduce single occupancy vehicle use in the community through multi-media campaigns and outreach initiatives.
- Used critical thinking to achieve our goal while keeping in mind the varying needs of the community based on accessibility, disabilities, income, and Covid-19 concerns.
- Oversaw mitigating pricing and ordering of materials for community outreach project.

U.S Forest Service and Student Conservation Association / Trail Crew Member

May 2016 – September 2016 / Chugach National Forest, Cordova, Alaska

- Maintained multi-use trails within the Chugach National Forest.
- Provided educational community outreach on behalf of the Forest Service for the community's annual Salmon Jam Festival.
- Worked closely with Forest Service staff to complete project goals.

Student Conservation Association and AmeriCorps / Field Crew Member

August 2015 – December 2015 / Arizona

- Worked with federal, state and local agencies on various projects throughout Arizona.
- Rehabilitated overused Bureau of Land Management land by planting native plant species.
- Constructed enclosures for monitoring Desert Bighorn sheep at the Organ Pipe Cactus National Monument.
- Constructed new trail for public use in multiple high-use areas in Arizona.
- Participated in river and riparian area trash removal.

Advanced Medical Pricing Solutions (AMPS) / Office Administrator

January 2021 – October 2022 / Phoenix, Arizona

- Acted as project lead for Earth Day events in both Arizona and Georgia locations.

- Event planning, meeting coordination, logistical preparations, and promotional item purchasing.
- Oversaw supply ordering through various vendors to meet the needs of the company.
- Acted as point of contact for purchasing supplies needed for high status projects for multiple departments and kept logs of requests from department managers.
- Coordinated with vendors for upcoming conferences that the company attended throughout the U.S.

Internships

International Union for Conservation of Nature (IUCN) and McDowell Sonoran Conservancy / Red List Assessor Intern

January 2020 – November 2020 / Northern Arizona University

U.S. Forest Service and Student Conservation Association / Trail Crew

May 2016 – September 2016 / Cordova, Alaska / Chugach National Forest

Student Conservation Association / Field School

August 2015-December 2015 / Arizona

Education

Northern Arizona University / Environmental Sustainability (BS) Emphasis in Global Sustainability

January 2019 – November 2020 / Flagstaff, Arizona

Phoenix College / Associates Degree

2015 - 2017 / Phoenix, Arizona

Javier Machuca

EMPLOYMENT:

2007 – Present: Solid Waste Supervisor – City of Avondale Public Works / Solid Waste Division

- Responsible for the entire operational duties of the City of Avondale's Solid Waste Division's services. These services consist of, residential bulk trash, green waste, and curbside recycling/refuse.
- I currently supervise a crew of 19. This consists of 1-Lead Equipment Operator, 2-Sr. Equipment Operators, 13-Equipment Operators, 2-Solid Waste Inspector's, and 1-Equipment/Container Operator.
- Manage all the divisions' personnel and disciplinary issues.
- Write quarterly and yearly evaluations.
- Participate in the hiring process of all new employees.
- Provide direction to the staff daily and resolve complex operational problems.
- Efficiently and effectively manage a yearly \$7.2 million operational budget.
- Assist in the preparation and planning of our yearly budget.
- Research, plan, and provide adequate information and justification in the selection and ordering of all the Solid Waste Division's replacement and additional tools, vehicles, and equipment.
- Organize, develop, and implement new sanitation routes.
- Conduct two yearly Household Hazardous Waste Events.
- Provide recycling to all Phoenix International Raceway Nascar events.
- Assist in the implementation of the cities' IGA contracts.
- Aid the Public Works Director/Assistant Director with all information and research needed for council reports and presentations regarding the division.

2/2018 – 9/2019: Streets Supervisor (Interim) – City of Avondale Public Works / Street Division

- Performed the Streets Supervisor duties as well as my assigned Solid Waste Division duties all at the same time.
- I was responsible for the entire operational duties of the City of Avondale's Street Division's services. Some of these services consisted of asphalt & concrete repair/maintenance, crack sealing, street sweeping, weed abatement, alley cleanup, guard rail repair and installation, road closures, etc.
- Supervised a crew of 10. This consisted of 1-Lead Equipment Operator, 1-Sr. Equipment Operator, and 8-Equipment Operators.
- Managed all the divisions' personnel and disciplinary issues.
- Write quarterly and yearly evaluations.
- Participated in the hiring process of all new employees.
- Provided direction to the staff daily and resolved complex operational problems.
- Efficiently and effectively managed a yearly \$2.5 million operational budget.
- Managed the cities entire landscaping & right-of-way's contract.
- Assisted in the preparation and planning of our yearly budget.
- Researched, planned, and provided adequate information and justification in the selection and ordering of all the Street Division's replacement and additional tools, vehicles, and equipment.
- Organized, developed, and implemented new street sweeper routes.
- Assisted in the implementation of the Street Division's service and purchasing contracts.
- Aid the Public Works Director/Assistant Director with all information and research needed for council reports and presentations regarding the division.

2004 – 2007: Recycling Coordinator/Inspector – City of Avondale Field Operations / Solid Waste Division

- Supervise the education and enforcement side of the Solid Waste Division.
- Perform inspections on residential recycling, refuse, and bulk services as well as any commercial businesses.
- Investigate, problem solve, and complete citizen serve work orders.
- Deliver, repair, and exchange residential containers.
- Operate a side loader or rear loader garbage truck when needed to assist with routes.
- Coordinate recycling programs with local schools.
- Organize different types of educational events.
- Design, revise, and order literature, brochures, and any educational items.
- Supervise Solid Waste Division of 16 employees' when needed.

2002 – 2004: Senior Maintenance Worker – City of Avondale Community & Recreation Services / Parks Division

- Service, maintain, and repair the City of Avondale's parks, athletic fields, buildings landscaping and, irrigation systems.
- Provide quotes for equipment and contractor services needed by the department.
- Help organize & setup special events and, recreational programs.

1997 – 2002: Utility Operator – City of Avondale Utilities Department / Water Distribution Division

- Service, maintain, and repair the City of Avondale's water collections and water distribution systems.
- Install water meters for the residential and commercial customers.
- Read blueprints to perform blue stakes.
- Complete customer contact work orders.
- Perform hydrant maintenance on all the cities fire hydrants.

EDUCATION:

- ALCA (Arizona Landscaping Contractors Association) Certification (currently enrolled)
- SWANA Certified Manager of Recycling Systems
- Wayland Baptist University – Business Management Bachelor's Degree (unenrolled)
- CPM (Certified Public Manager) - Diploma
- AGTS Supervisor's Academy - Diploma
- Estrella Mountain Community College - One Year of General Studies
- Estrella Mountain Community College – GED Diploma
- Agua Fria Union High School

Mathew Hernandez

Solid Waste Supervisor | City of Avondale

February 2022 – Current

- Maintain and adjust schedules
- Assign drivers to routes
- Complete payroll and budgeting
- Complete accident investigations
- Collect and report data for upper management
- Resolve resident complaints and concerns
- Approve time off and vacation requests
- Assist with writing policies and procedures
- Complete annual reviews for equipment operators
- Complete various reports: morning report, budget tracking, tonnage report, ect.
- Record and manage drivers over time
- Collaborate with various departments within the city to ensure all routes are complete
- Adjust routes to ensure all routes are completed in a timely manner
- Train new and existing employees

Foreman | City of Glendale

March 2020- February 2022

- Maintain and adjust schedules
- Assign drivers to routes
- Complete payroll and budgeting
- Complete accident investigations
- Collect and report data for upper management
- Resolve resident complaints and concerns
- Approve time off and vacation requests
- Assist with writing policies and procedures
- Complete annual reviews for equipment operators
- Complete various reports: morning report, recycle truck list, ect.
- Record and manage drivers over time
- Collaborate with various departments within the city to ensure all routes are complete
- Adjust routes to ensure all routes are completed in a timely manner
- Train new and existing employees

Acting Solid Waste Foreman | City of Glendale

March 2019- June 2019

- Maintain and adjust schedules
- Assign drivers to routes
- Complete payroll and budgeting
- Complete accident investigations
- Collect and report data for upper management
- Resolve resident complaints and concerns
- Approve time off and vacation requests
- Assist with writing policies and procedures
- Complete annual reviews for equipment operators
- Completing various reports: morning report, recycle truck list, ect.

- Record and manage drivers over time
- Collaborate with various departments within the city to ensure all routes are complete
- Adjust routes to ensure all routes are completed in a timely manner

Equipment Operator | City of Glendale

April 2018- March 2020

- Operate a case tractor to collect solid waste.
- Complete routes in a timely and efficient manner
- Communicate with customers regarding general information and problems related to collection services.

Equipment Operator II | City of Scottsdale

March 2017- April 2018

- Operate various trucks and equipment
- Complete routes in a timely and efficient manner
- Collect solid waste by hand or tractor and disposal of solid waste.
- Communicate with customers regarding general information and problems related to collection services.

Reddy Ice Distributor| Flag Ice

May 2014-January 2017

- Supervise and manage drivers
- Order products for delivery
- Operate class A semi-truck to transport goods to retail stores
- Inspect vehicles for mechanical items and safety issues
- Meet delivery schedules in a timely manner
- Comply with driving rules and regulations as well as company procedures.

Licensure

- Commercial Driver's License: Class A

DISCLOSURE FORM

Name of Organization: City of Avondale	Title of Project: Lithium-Ion Battery Diversion Initiative
Type of Organization, check one: ☐ Private Enterprise ☒ Political Subdivision ☐ Tribal Government ☐ Non-profit Organization	
Disclosure and Explanation of Potentially Inconsistent Conduct	
Check applicable box: ☐ Disclosures listed below ☒ Nothing to disclose	
Identify any instances, within the last five years, in which the organization's conduct may be perceived as inconsistent with the state's interests. Provide information, below, to assist in a determination of eligibility.	

[illegible]

BUDGET FORM

Personnel Costs: (List principles, existing staff by name and future employees by title. Provide hourly rate and number of hours in the narrative description of the budget plan. Administrative Costs may not exceed 10%.)

Personnel Name	Hourly Rate & # of Hours	Grantee's Contribution		Requested Funds	Extended Total
		Monetary	In-Kind		
Total					

Equipment Costs: (List all items of equipment to be purchased valued greater than \$50.)

Equipment	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Drop-Off Container	\$500	\$0	\$500	\$500
Drop-off container wrap	\$1,000	\$0	\$1,000	\$1,000
Fire proofing supplies	\$600	\$0	\$600	\$600
Battery recycling kit	\$440	\$0	\$440	\$440
Total	\$2,540	\$0	\$2,540	\$2,540

Other Direct Costs: (List services such as consultant, materials, supplies, etc.)

Direct Costs	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Signs and installation	\$2,100	\$0	\$2,100	\$2,100
Videos	\$13,000	\$0	\$13,000	\$13,000
Flyers	\$850	\$0	\$850	\$850
Concrete, labor, equipment use	\$2,000	\$0	\$2,000	\$2,000
Total	\$17,950	\$0	\$17,950	\$17,950

Indirect Costs: (Indirect Costs may include: Personnel and ERE for Administrative Staff, Legal Fees, insurance, etc. For FY2026, ADEQ will impose a 10% Administrative Cap for this grant opportunity)

Indirect Costs	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Total				

Total Budget: (Total the following columns: Monetary, In-Kind, Requested Funds and Project Total)

All Costs	Grantee's Contribution		Requested Funds	Project Total
	Monetary	In-Kind		
Grand Totals	\$0	\$0	\$20,490	\$20,490

RECYCLING GRANT AGREEMENT

ATTACHMENT 5

TASK AND PAYMENT SCHEDULE

FY2026 ADEQ Recycling Grant Task & Payment Schedule

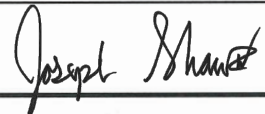
All projects must be completed one year from award. All funding must be spent/items received by the end of Fiscal Year on June 30, 2026.

Organization:	City of Avondale	Project Title:	Lithium Ion Battery Diversion
First Quarter (Dec, Jan, Feb)		Reimbursement Requested	\$ 2,540.00
		Report Due:	3/31/2026
Please Note: Do not begin work until a Notice to Proceed is provided by ADEQ.			
Task 1	Procure drop-off station materials		
Task 2	Select vendors for drop-off station wrap, signage, and videos		
Task 3	Order battery recycling materials		
Task 4			
Task 5			
Task 6			

Second Quarter (March, April, May)		Reimbursement Requested:	\$ 17,950.00
		Report Due:	6/30/2026
Task 1	Design and build drop-off station		
Task 2	Design and install drop-off station signage		
Task 3	Film and produce videos		
Task 4	Install drop-off station concrete pad		
Task 5			
Task 6			

Third Quarter (June, July, August)		Reimbursement Requested:	\$ 0.00
		Report Due:	9/30/2026
Task 1	Install drop-off station		
Task 2	Open drop-off station		
Task 3	Distribute press release		
Task 4	Perform community outreach (flyer and video sharing)		
Task 5	Perform monitoring and tracking		
Task 6			

Fourth Quarter (Sept, Oct, Nov)		Reimbursement Requested: \$ 0.00
		Report due: 12/31/2026
Task 1	Perform community outreach (flyer and video sharing)	
Task 2	Perform monitoring and tracking	
Task 3		
Task 4		
Task 5		
Task 6		

Grantee Signature:	Harold Siguenza Public Works Assistant Director 	Date Submitted:	12/2/25
ADEQ Representative Signature, Acknowledgement of Receipt			

RECYCLING GRANT AGREEMENT

ATTACHMENT 6

REQUEST FOR REIMBURSEMENT FORM



Reserved for ADEQ Accounts Payable	

Request for Reimbursement

Invoice Amount:	
Invoice Date:	
Invoice Number:	

Agreement Number:	EV26-0109
Recipient Name:	City of Avondale
Recipient Vendor ID:	IV0000005044
Grant Program:	Waste Reduction Assistant (WRA)
Purchase Order Number:	

UEI Number:	GDTNM5BLN9Y4
(If applicable)	
Federal Fiscal Year:	
State Fiscal Year:	2026

<u>Description of Services Rendered:</u>

<u>Recipient Certification</u>		
I certify that this request for reimbursement and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, reasonable, and allowable, based on our official accounting records and are consistent with the terms of the Subaward Agreement. All copies of receipts, performance reports, and other applicable accounting documents are included with this request.		
Requestor Printed Name	Requestor Signature	Date Signed

<u>ADEQ Approval and Certification</u>		
I certify that this request for reimbursement and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, reasonable, and allowable and are consistent with the terms of the Subaward Agreement. All copies of receipts, performance reports, and other applicable accounting documents have been reviewed. Performance is satisfactory for payment.		
ADEQ Comments:		
ADEQ Program Approver Printed Name	ADEQ Program Approver Signature/Date	Date Signed

Site Plan



Site Rendering



Sample Graphics

Example Drop-Off Box Graphics

The box will be wrapped with simple messaging.



Example Site Signs

A sign will be placed behind or adjacent to the box at eye level. The sign will indicate which items are accepted and which items are not accepted in the drop-off box.



ITEM NUMBER: 4.f.

SUBJECT: Ordinance 2001-0126 — Acquisition of Real Property for Public Use Located south of East Hill Drive and west of North Sixth Street

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Jennifer Stein, Economic Development 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: Economic Growth & 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 obtainable housing opportunities that strengthen the city's vitality.

PURPOSE:

City Council will consider a request to adopt ordinance 2001-0126, approving the acquisition of real property for public use located south of East Hill Drive and west of North Sixth Street, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents. The Council will take appropriate action.

BACKGROUND:

The subject property is an 8,460 square foot parcel located south of Hill Drive and west of 6th Street and is identified by Assessor's Parcel Number (APN) 500-20-168. The property is currently owned by Mayra C. Espino and Agustin B. Grado Molina per deed as recorded in Document Number 20230661187 of the Maricopa County Recorder's Office. The property is located east of and adjacent to a City-owned parcel located at 518 East Western Avenue identified by APN 500-20-147A.

DISCUSSION:

The City is proposing to purchase the subject property located in the heart of Old Town Avondale and is located directly east of the City-owned parcel located at 518 East Western Avenue that was acquired in 2024. Since acquiring the City-owned property, staff has inquired with local businesses and residents regarding preferred uses for the City-owned property and is currently working with a potential tenant to explore development and activation of the property.

The subject parcel has limited independent development and end-user opportunities due to its landlocked

condition and the need for legally established cross-access from an adjacent property owner. The alleyway directly north of these properties, as well as the properties directly east of the subject property, do not currently provide a legal entry to the subject property. Acquisition of the parcel would allow the City to assemble contiguous land, as well as improve site functionality and development feasibility when combined with the adjacent City-owned property.

In addition to supporting ongoing and future development efforts, the expanded site may provide valuable supplemental parking for the Old Town district, including during City-hosted special events. Overall, the proposed acquisition supports the City's long-term redevelopment objectives, enhances public use opportunities, and maximizes the value and flexibility of existing City-owned assets.

BUDGET IMPACT:

An independent state-certified General Real Estate Appraiser appraised the market value of the fee simple interest of the property in the amount of \$52,400.00. Sufficient budget capacity exists in the Fiscal Year 2026 Opportunities Fund to cover all costs associated with the acquisition. Spending authorization will not exceed \$65,000.00 in order to cover land acquisition and related closing costs.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acquisition of real property for public use located south of East Hill Drive and west of North Sixth Street and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

*Contact person for document distribution: Jaime Lyn Gonzales
Cheryl Covert
Jennifer Stein*

Exhibit A

Proposed Acquisition of APN 500-20-168



Vicinity Map

Not to Scale

-  = Subject Property (site proposed for acquisition)
-  = 518 E. Western Avenue (city-owned property)

ORDINANCE NO. 2001-0126

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

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 City Council desires to authorize the acquisition of certain real property generally located south of East Hill Drive and west of North Sixth Street and assigned Maricopa County Assessor’s Parcel Number 500-20-168 for public use.

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 real property generally located south of East Hill Drive and west of North Sixth Street, consisting of $\pm$ 0.194 acres for Assessor Parcel Number 500-20-168, as more particularly described on Exhibit 1, attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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,
January 26, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2001-0126

Legal Description for APN 500-20-168

THE EAST 60 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 189.33 FEET THEREOF.

ALSO KNOWN AS PARCEL 1, OF CROSSROAD BAPTIST CHURCH MINOR LAND DIVISION, ACCORDING TO PLAT RECORDED IN BOOK 1209 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.

ITEM NUMBER: 5.a.

SUBJECT: Public Hearing and Ordinance 2002-0126 - Zoning Ordinance Text Amendments – Chapter 28, Article 1 (Administration and Procedures); Article 5 (Special Districts; Overlays); Article 8 (Parking); Article 9 (Signs); Article 12 (Landscape, Walls, and Fences) — Application PL-25-0291

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Innovative and Effective Government

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

STRATEGIC INITIATIVE:

Modernize internal and external customer service delivery through streamlined processes.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2002-0126, approving city-initiated text amendments to the Zoning Ordinance, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendments will remove references to the obsolete City Center District (CCD) zoning district and allow for continued refinement of the Zoning Ordinance, allow for clerical corrections, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance. The Council will take appropriate action.

BACKGROUND:

The Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in November 2025.

The City Center Specific Plan (CCSP), adopted in August 2008, and the City Center District (CCD), added through a Zoning Ordinance text amendment in May 2009 (Ordinance No. 1365-509), served as the original planning and zoning framework for the City Center area. In August 2009 (Ordinance No. 1382-809), approximately 138 gross acres at the northwest corner of Avondale Boulevard and Van Buren Street were rezoned from Agriculture (AG) to CCD. More than 100 additional acres were rezoned to CCD in subsequent years.

In September 2019, the CCSP was updated to The BLVD Specific Plan (BSP) by Resolution No. 3586-919.

Following its adoption, a city-initiated rezoning (Ordinance No. 2011-0320) converted approximately 191.76 gross acres to The BLVD Zoning District, including about 163 acres that had previously been zoned CCD. Although the BSP and The BLVD Zoning District were intended to fully replace both the CCSP and the CCD, participation in the rezoning process was voluntary.

In August 2022 (Ordinance No. 2050-0822), approximately 39 of the remaining 79 acres were rezoned from CCD to Planned Area Development (PAD). In November 2025 (Ordinance No. 2041-1125), the final CCD zoned parcel was also rezoned to PAD. Therefore, with no properties remaining under the CCD designation, the City intends to remove the CCD zoning district from the Zoning Ordinance through the proposed text amendment.

SUMMARY OF REQUEST:

The purpose of the text amendment is to remove references to the obsolete City Center District (CCD) zoning district. The proposed changes will improve the overall consistency and usability of the Zoning Ordinance.

The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The proposed text for each of these sections is included in Exhibit A.

Section 28-1 Establishment of zoning districts, subsection (e)(4)(A) Special zoning districts; overlay areas.
Remove the reference to the City Center District (CCD) and replace with The BLVD District.

Section 28-6 Site plan and design review, subsection (g)(1)(A) Approval.
Remove the reference to the City Center District (CCD) from the site plan and design review approval process.

Section 28-91 The BLVD District, subsection (k) City Center District.
Delete subsection (k) in its entirety.

Section 28-92 Major Sports and Entertainment District, subsection (L)(1)(W) Signs.
Remove the reference to the City Center District (CCD) from directory signs within major sports and entertainment venues and replace with The BLVD District.

Section 28-167 Parking provisions for special districts, subsection (a) City Center (CCD) Zoning District.
Remove parking standards for the City Center District (CCD) and replace with a reference to the parking standards for The BLVD District.

Article 9 Signs

Section 28-195 General requirements; Section 28-197 Permanent sign design, illumination, and construction; and Section 28-203 Signs authorized with permits.

Remove references to the City Center District (CCD) and update references about the City Center District Design Manual to The BLVD District Design Guidelines.

Article 12 Landscape, Walls and Fences

Section 28-292 Applicability, subsection (d) and Section 28-292 Landscape design standards, subsection (b)(4).

Remove the reference to the City Center District (CCD) and City Center Specific Plan and replace with The BLVD District and The BLVD Specific Plan.

PUBLIC PARTICIPATION:

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements. Staff has not received any feedback on the proposed text amendment. At the time of writing this report, no comments related to the proposal were posted on the City's Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On December 17, 2025, the Planning Commission held a public hearing on the Zoning Ordinance text

amendment request, Application PL-25-0291. No discussion took place during the hearing and there were no public comments. The Commission unanimously voted (6-0) to recommend approval to the City Council.

ANALYSIS:

The provisions of the City Center District (CCD) are found in Section 28-91 of The BLVD District under subsection (k). This subsection specifies that once there are no remaining properties zoned CCD, subsection (k) will be deleted from the Zoning Ordinance in accordance with the procedures outlined in Section 28-9. It also clarifies that no new rezonings to CCD will be considered; however, CCD regulations must remain in effect until all previously zoned CCD properties have been removed.

Because there are no remaining properties zoned CCD, the conditions triggering the removal of Subsection (k) have occurred. It is imperative that the Zoning Ordinance be promptly updated to remove all references to CCD to maintain consistency.

The Zoning Ordinance text amendments are not anticipated to result in any adverse impacts on the community. The amendments will allow for continued refinement of the Zoning Ordinance to remove references to the obsolete City Center District (CCD) zoning district, allow for clerical corrections, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance.

DISCUSSION:

Staff recommends approval of the request for the following reasons:

- The proposed text amendment will improve usability of the code and enhance customer service.
- The amendment facilitates the requirements of Section 28-91(k), which provides for the removal of the City Center District (CCD) designation once no properties remain under CCD.
- The amendment is necessary to remove all references to CCD throughout the Zoning Ordinance, ensuring consistency.
- The proposed text amendment is deemed necessary to best serve the public health, safety, and general welfare of the city.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends City Council hold a public hearing and adopt an Ordinance, Application PL-25-0291, Zoning Ordinance Text Amendments, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Monika Smriti, Senior Planner

Chapter 28 ZONING ORDINANCE

Article 1 ADMINISTRATION AND PROCEDURES

28-1 Title, authority, jurisdiction and purpose.

* * *

- (e) Establishment of zoning districts. In order to promote the orderly development of the city and carry out the provisions of this ordinance and in order to classify, regulate, restrict, and separate the use of land, buildings and structures, the land within the city is hereby divided into the following Zoning Districts, as may be amended by the city council:

* * *

- (4) Special zoning districts; overlay areas.
- (A) ~~City Center District (CCD)~~ The BLVD District.
 - (B) Major Sports and Entertainment District (MSED).
 - (C) Special Use Overlay (SUO).
 - (D) Historic Avondale Infill Overlay (HAIO).

* * *

28-6 Site plan and design review.

* * *

- (g) Approval.
- (1) When the development review committee has completed its review:
- (A) Any site plan and design review applications for properties zoned ~~CCD (City Center District)~~ of The BLVD shall be forwarded to the planning commission for its review and recommendation, and then to the city council for its review and decision. The development review committee shall include a recommendation of approval, approval subject to stipulations, or denial for the site plan and design review.

* * *

Article 5 SPECIAL DISTRICTS; OVERLAYS

28-91 The BLVD District.

* * *

- ~~(k) City Center District. The City Center District (CCD) and the City Center Specific Plan (CCSP) were the precursors to The BLVDD and The BSP, respectively. Until all property owners within The BLVD Opt In to The BLVDD District in accordance with the procedures outlined in section 28-91(d)(2) of this ordinance, the CCD regulations must be maintained. No new rezonings to CCD shall be considered. At such time that there are~~

no properties zoned CCD, this subsection (k) will be deleted from the ordinance in accordance with the procedures outlined in section 28-9 of this zoning ordinance.

~~(1) Purpose. The Avondale City Center Specific Plan, as amended (the "CCSP") was created to implement the city council's vision of creating a high-density, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10, commonly referred to as the City Center. The City Center Zoning District (the "CCD") is intended to complete the vision expressed in the CCSP by prescribing building form, site design and architectural standards for the City Center. The CCD consists of two (2) components approved by the city council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 3-1 of the CCSP, containing the basic performance standards and regulations for the respective Subdistricts shown on Figure 3-1 of the CCSP and (B) an administratively approved (by the city council), individualized development plan that selects the land uses from those allowed in the base zone sub-districts and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Subdistrict categories set forth in section 28-91(k)(3) below are intended to directly relate to and implement the provisions set forth in Section 3.2 of the CCSP for the corresponding subdistrict category. The CCD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the development plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the development plan.~~

~~(2) Applicability.~~

~~(A) Only properties within the City Center boundary will be permitted to rezone to the CCD.~~

~~(B) The development regulations related to each Subdistrict and the boundaries thereof shall correspond to the descriptions of the Land Use Categories of the same name in Section 3.2 of the CCSP and the boundaries and locations of the Land Use Categories as shown on Figure 3-1 of the CCSP.~~

~~(3) Subdistricts. The CCD is divided into six (6) subdistricts. Properties within each subdistrict shall comply with the land uses and development standards set forth in this section in accordance with the standards in the CCSP for each such Subdistrict. The six (6) subdistricts are described below:~~

~~(A) Gateway Employment. The Gateway Employment (GE) Subdistrict is designed to place primary land uses close to the freeway, to maximize opportunities for business exposure to the freeway and to ensure that residential uses are not located within six hundred (600) feet of freeway traffic. Primary uses in Gateway Employment Subdistrict include retail, office, and hotel. In this subdistrict, residential, industrial, manufacturing, and warehouse uses are not permitted. Uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with city council approval as part of the development plan process. A variety of Mid-rise and high-rise office, pedestrian-oriented retail, large floor plate uses and big box uses are permitted in the Gateway Employment Subdistrict, subject to an appropriate development plan.~~

~~(B) Employment Mixed Use. The Employment Mixed Use (EMU) Subdistrict is designed to emphasize employment uses, including retail, professional office, hotel, and personal service uses. Residential units may be built on upper floors throughout the Employment Mixed Use Subdistrict if built in conjunction with employment uses; provided, however, that residential units fronting on and/or adjacent to Park Avenue or 117th Avenue may be built on the ground floor. The minimum ratio is one (1) square foot of employment use for every two (2) square feet of residential development, except for those properties fronting Park Avenue or 117th Avenue south of Corporate Drive, which may be exclusively residential. The mix of uses may be provided horizontally or vertically, and may be distributed across multiple properties, subject to~~

development plan approval. Residential units may be incorporated throughout the first floor when it can be shown that such units support and heighten the purpose of the district.

The Employment Mixed Use Subdistrict is intended to include mid-rise and high-rise buildings of three (3) to ten (10) stories, predominantly served by structured parking. For a development project east of Avondale Boulevard, containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build-out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75—1.0. For a development project west of Avondale Boulevard containing multiple buildings, the average height shall be two (2) stories measured across multiple properties within a Development Plan, and the minimum floor area ratio shall be 0.25 at build-out of all uses approved as part of the Development Plan, unless otherwise approved by the city council. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories along Avondale Boulevard north of Van Buren Street with city council approval as part of the development plan process.

- (C) ~~Pedestrian Retail. The Pedestrian Retail (PR) Subdistrict includes all properties with frontage along pedestrian retail streets, as shown on Figure 3-1 of the CCSP. The land uses on the ground floor of buildings in the Pedestrian Retail Subdistrict shall be restricted to those types of active uses that create a lively street environment. Professional offices and residential uses are not permitted in these ground floor locations, but are permitted on upper floors; provided, however, that residential uses fronting Park Avenue are permitted on the ground floor.~~

~~The form of development shall be compact building footprints, with small street setbacks and wide sidewalks designed to facilitate pedestrian activity. Buildings with first floor restaurants shall include outdoor seating areas that do not conflict with pedestrian areas. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build-out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75—1.0.~~

- (D) ~~Neighborhood Commercial. The Neighborhood Commercial (NC) Subdistrict is designed to allow for a suburban type of development on the fringe of the City Center area, while still contributing to the intent of the look and feel of the City Center. Buildings along arterial streets shall conform to specific setbacks to provide the intended streetscape for the City Center area, while buildings at the interior of a site may have larger street setbacks. Uses allowed in the Neighborhood Commercial Subdistrict are retail, restaurant, office, and personal service. Residential is appropriate on upper floors of multi-story buildings and may be approved as part of a development project containing multiple buildings.~~

- (E) ~~Residential Mixed Use. The Residential Mixed Use (RMU) Subdistrict is designed to provide a transition between the Employment Mixed Use areas and residential neighborhoods. While residential is the primary land use, small office, retail, and personal service uses may be located on the ground floor of multi-story buildings. Non-residential uses such as small office buildings or boutique hotels may be permitted. Such non-residential uses shall be compatible in scale with nearby residential development and shall not adversely impact the quiet enjoyment of residential uses. Parking shall be located underneath or behind the units. Residential uses shall be developed at a minimum of fifteen (15) units per acre, and a maximum of forty-five (45) units per acre. Building heights shall range from two (2) to five (5) stories.~~

- (F) ~~Townhouse Residential. The Townhouse Residential (TR) Subdistrict is designed to provide a transition between the Residential Mixed Use Subdistrict and neighboring single-family residential development. Townhouse residential units shall be attached units with separate individual entrances fronting a public street and private open space attached to the individual unit in the form of patios or balconies. Parking shall be either attached or located on the same~~

~~lot. Townhouse residential development may include interlocking units, but may not include buildings with common stairways serving multiple units. The minimum density shall be twelve (12) units per acre and the maximum density shall not exceed twenty (20) units per acre. Building heights are two (2) to three (3) stories.~~

~~(4) Administration.~~

~~(A) Establishment. CCD base zoning may be established on property within the City Center according to the procedures outlined in section 28-11 of this zoning ordinance. In addition to the approved CCD base zoning, a city council approved development plan is required prior to any application for a development permit within the City Center area.~~

~~i. Development plans may be filed for all or part of the property zoned or to be zoned CCD. Development Plans shall be submitted in accordance with section 28-6, site plan and design review; provided, however that the planning commission shall review, and the city council shall review and approve, all development Plans for properties zoned CCD.~~

~~ii. The ordinance approving the rezoning of a property to CCD shall indicate, both by narrative text and a map, the location and boundaries of the subdistricts that are included in the area to be rezoned.~~

~~(B) Amendment. The zoning administrator or designee shall determine whether a proposed amendment to an approved development plan is a major or minor amendment. Major amendments shall require city council approval with a recommendation of the planning commission. Minor amendments shall require administrative approval by the zoning administrator or designee only.~~

~~i. Major amendment: Any one (1) of the following shall be considered a major amendment of a development plan:~~

~~A. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the development plan are permitted without a major amendment so long as (i) the adjustments do not divide zoning subdistricts, (ii) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the development plan, (iii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the development plan and (iv) in the reasonable opinion of the zoning administrator, the overall character of the development plan, if modified, will remain in substantial conformance with the CCSP and the development plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the development plan. Such boundary line changes may also require an amendment to the CCSP prior to any city council consideration of the change to the development plan.~~

~~B. Any change that could have significant negative impact on uses adjoining the development.~~

~~C. Any change that could have a significant impact on roadways adjacent or external to the development.~~

~~D. Any change that could have a significant negative impact on the amount of parking required or provided by the development.~~

~~E. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.~~

Exhibit A – Proposed Text Amendments

- ii. ~~Minor amendment: All amendments to a development plan not determined by the zoning administrator to be major amendments according to the criteria set forth in subsection (a) above shall be minor amendments.~~

~~(5) Land uses. Land uses for each subdistrict shall comply with the land use matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this section and such use is not otherwise prohibited by law, the zoning administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to section 28-5 of this ordinance.~~

P = Permitted

C = Conditional use

PC = Permitted with conditions

FF = First floor only

A = Accessory

-- = Not allowed

LAND-USE	CITY-CENTER SUBDISTRICTS					
	GE	EMU	PR	NC	RMU	TR
Amusement parks, outdoor	C	-	-	-	-	-
Antique store	P	P	P	P	FF	-
Aquarium	C	-	-	-	-	-
Art gallery	P	P	P	P	FF	-
Art studio	P	P	P	P	FF	-
Automobile rental facility with no on-site storage	P	P	P	P	FF	-
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	P	P	P	P	FF	-
Bar	PC	PC	P	-	-	-
Barber/Beauty shop	P	P	P	P	FF	-
Bingo hall	P	-	-	-	-	-
Bowling alley	P	-	-	-	-	-
Brewery, ancillary to a bar or restaurant	P	P	P	P	FF	-
Bus terminals	P	-	-	-	-	-
Business support services	P	P	P	P	FF	-
Business, technical, or vocational school	P	P	P	P	-	-
Caretakers quarters	A	A	A	A	-	-
Child care center	C	C	C	C	C	C
Cigar bar or tobacco lounge	P	P	P	-	-	-
Clothing alteration, custom dressmaking or tailor shop	P	P	P	P	FF	-
College or university	P	P	P	P	PC	PC
Commercial sporting complexes	C	-	-	-	-	-

Exhibit A – Proposed Text Amendments

Concert facilities, outdoor	C	-	-	-	-	-
Consignment shops	P	P	P	P	-	-
Convention centers and exhibition halls	P	-	-	-	-	-
Dance studio	P	P	P	P	FF	-
Drive-through uses, including restaurants and financial institutions	P	PC	-	P	-	-
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	P	FF	-
Employment agencies excluding day labor	P	P	P	P	FF	-
Extended stay hotel	PC	PC	PC	PC	-	-
Farming	PC	PC	PC	PC	PC	PC
Funeral Home	P	-	-	-	-	-
Gas station (allowed only as an accessory use to a grocery store)	-	PC	-	PC	-	-
Grocery stores up to 36,000 square feet in floor area	P	P	P	P	FF	-
Grocery stores exceeding 36,000 square feet in floor area	C	C	-	C	C	-
Health and exercise center	P	P	P	P	FF	-
Hospitals	P	-	-	-	-	-
Hotel, excluding extended stay hotel	P	P	P	P	PC	PC
Ice skating rink, indoor	P	-	-	-	-	-
Indoor commercial recreation/entertainment uses not otherwise listed	P	P	P	P	-	-
Laboratory for bio-science, dental, medical and research & development	P	P	P	P	-	-
Libraries	P	P	P	P	FF	-
Liquor stores	C	C	C	C	-	-
Massage therapy (medical)	P	P	P	P	FF	-
Massage or day spa	P	P	P	P	FF	-
Medical, dental or health offices, clinics and laboratories, excluding plasma centers	P	P	P	P	PC	-
Museum and cultural centers	P	P	P	P	FF	-
Movie theater, indoor	P	P	P	P	-	-
Music studio	P	P	P	P	FF	-
Nail salon	P	P	P	P	FF	-
Night Club	PC	PC	P	-	-	-
Outdoor dining, ancillary to a restaurant	A	A	A	A	A	-
Parking lot, surface	A	A	A	A	A	A
Parking structure	A	A	A	A	A	A
Pet boarding and day care facility	PC	PC	PC	PC	-	-
Places of worship	P	P	P	P	P	P
Pre-schools and similar uses	C	C	C	C	C	C

Exhibit A – Proposed Text Amendments

Professional offices	P	P	P	P	PC	-
Public uses	P	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC	PC
Real estate office	P	P	P	P	FF	-
Reception centers	P	-	-	-	-	-
Residential	-	PC	PC	-	P	P
Resorts	P	P	-	-	-	-
Restaurants, without drive through	P	P	P	P	FF	-
Retail sales of new merchandise within enclosed buildings, up to 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores	P	P	P	P	FF	-
Retail sales of new merchandise within enclosed buildings, exceeding 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores.						
Roller rink, indoor	P	-	-	-	-	-
Sidewalk café	P	P	P	P	FF	-
Social/private clubs	P	P	P	P	FF	-
Specialty retail, indoor, excluding liquor stores	P	P	P	P	FF	-
Specialty sales (e.g. used books or used records, excluding thrift stores and surplus stores)	P	P	P	P	FF	-
Specialty services	P	P	P	P	FF	-
Stadiums	C	-	-	-	-	-
Swimming club, outdoor	C	-	-	-	-	-
Tanning salon	P	P	P	P	FF	-
Telecommunication tower	PC	PC	PC	PC	PC	PC
Theater, excluding movie theaters	P	P	P	P	-	-
Ticket and travel agency	P	P	P	P	FF	-
Urgent care center	P	P	P	P	FF	-
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	PC	-	-
Video arcade or game room	P	P	P	P	FF	-
Wine bar	P	P	P	P	FF	-
Zoo	C	-	-	-	-	-

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

- ~~(A) A college or university is allowed in all CCD Subdistricts provided that, in RMU and TR Subdistricts, colleges and universities shall only be permitted if the buildings (1) are in scale with nearby residential development and (2) do not adversely impact current or future residential uses.~~
- ~~(B) Drive-through uses, including restaurants and financial institutions, are allowed in GE, NC and EMU Subdistricts. However, in EMU Subdistricts, drive-through uses are subject to the following limitations:~~
- ~~i. East of Avondale Boulevard, a maximum of one (1) stand-alone drive-through coffee shop use shall be permitted, set back at least two hundred (200) feet east of Avondale Boulevard.~~
 - ~~ii. West of Avondale Boulevard, a maximum of two (2) stand-alone drive-through uses shall be permitted, limited to one (1) coffee shop and one (1) restaurant, set back at least two hundred (200) feet of Avondale Boulevard and within a Development Plan of thirty (30) acres or more.~~
 - ~~iii. The limitations set forth in subsections 28-91(k)(7)(B)(1) and (2) above shall not apply to drive-through uses incorporated into the design of multi-tenant inline shop buildings.~~
- ~~(C) A hotel, other than an extended stay hotel, is allowed in all CCD Subdistricts; provided, however, that in RMU and TR, hotels shall be limited to a maximum of fifty (50) rooms and shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses. An extended stay hotel is allowed in all CCD Subdistricts only pursuant to a development agreement approved by the city council in its sole and absolute discretion.~~
- ~~(D) Medical, dental or health offices, clinics and laboratories, excluding plasma centers, are allowed in the RMU Subdistrict; provided, however, that unless located entirely on the first floor of a mixed-use building, medical office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.~~
- ~~(E) A professional office is allowed in the RMU Subdistrict; provided, however, that unless located entirely on the first floor of a mixed-use building, professional office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.~~
- ~~(F) Bars are allowed in the GE and EMU Subdistricts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, other bar or night club, (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar and (3) with respect to GE Subdistricts only, exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district.~~
- ~~(G) Night clubs are allowed in the GE and EMU Subdistricts; provided, however, that (1) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, bar or other night club, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to GE Subdistricts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district.~~
- ~~(H) Residential Uses are allowed in EMU and PR Subdistricts as part of a mixed-use development that provides a minimum ratio of one (1) square foot of employment use for every two (2) square feet~~

~~of residential use; provided, however, that, except for residential uses fronting on and/or adjacent to Park Avenue and 117th Avenue south of Corporate Drive, such residential uses are only permitted on the upper floors. Construction of horizontally integrated mixed use development does not need to occur in a single phase; vertically integrated mixed use development must be completed in a single phase.~~

- ~~(I) Farming is allowed in all CCD Subdistricts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to CCD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a conditional use permit.~~
- ~~(J) Gas stations are permitted by a conditional use permit in the EMU Subdistrict west of Avondale Boulevard where they are an accessory to a grocery use; provided, however, that such gas stations must front onto Van Buren Street and may not front on Avondale Boulevard or Corporate Drive.~~
- ~~(K) Grocery stores exceeding thirty-six thousand (36,000) square feet in floor area are permitted by a conditional use permit in the GE, EMU, NC, and RMU Subdistricts, provided they include all of the following components:
 - ~~i. Indoor eateries.~~
 - ~~ii. Specialty beverage staff (such as a sommelier or cicerone) and/or a wine and/or craft beer bar.~~
 - ~~iii. Juice bar and/or coffee shop.~~
 - ~~iv. Specialty food counters, such as imported cheeses, a sushi bar, a salad bar, or similar products.~~~~
- ~~(7) Development guidelines:
 - ~~(A) Properties within the Gateway Employment, Employment Mixed Use, Residential Mixed Use, and Townhouse Residential Subdistricts shall comply with the Development Guidelines as listed in Table 5-1 of the CCSP. The Pedestrian Retail Subdistrict shall comply with the development guidelines as listed for the Employment Mixed Use Subdistrict, except to the extent such guidelines are determined by the zoning administrator to be inapplicable.~~
 - ~~(B) Properties within the Neighborhood Commercial Subdistrict shall comply with the development guidelines listed for the Gateway Employment Subdistrict, except as follows: (1) maximum building height: five (5) stories; (2) setbacks on Van Buren Street: minimum twenty (20) feet to buildings, thirty (30) feet to parking (maximum forty (40) feet); and (3) setbacks on Avondale Boulevard: minimum thirty (30) feet to building, forty (40) feet to parking (maximum sixty (60) feet).~~
 - ~~(C) Properties within the EMU Subdistrict west of Avondale Boulevard shall comply with the development guidelines listed in Table 5-1 of the CCSP; however, exceptions and departures to the development guidelines within a development plan may be forwarded to the planning commission for review and recommendation, and approved by city council, which approval may be granted only if the city council finds, in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP, provides equal or greater design quality and public benefits than would be achieved under the guidelines, and does not cause greater adverse impact on adjoining properties.~~~~
- ~~(8) Design guidelines.~~

- ~~(A) Unless specifically modified herein, all CCD developments shall comply with the design guidelines listed in Section 5.4 of the CCSP and the streetscape design guidelines listed in Section 4.2 of the CCSP. Any design issues not addressed in the CCSP or in this zoning ordinance shall be subject to the design guidelines listed in the Commercial/Industrial/Multi-Family Design Manual. While specific architectural themes, color palettes, and material palettes are not dictated by the CCSP or this zoning ordinance, individual buildings shall be designed to complement other buildings within a block or subdistrict.~~
- ~~(B) Properties within the EMU Subdistrict west of Avondale Boulevard shall comply with the design guidelines listed in Sections 4.2 and 5.4 of the CCSP; however, exceptions and departures to the design guidelines within a development plan may be forwarded to the planning commission for review and recommendation, and approved by the city council, which approval may be granted only if the city council finds in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.~~
- ~~(9) Parking. Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures based on the following:~~
- ~~(A) A parking demand analysis prepared by a qualified parking or traffic consultant, a licensed architect, or civil engineer shall be submitted with each development plan. The parking demand analysis, as approved by the zoning administrator or designee, shall determine the number of parking spaces required for each use within the development plan.~~
- ~~(B) The parking demand analysis shall analyze the needs of every proposed use in the development plan, using the required parking schedule in article 8 of the zoning ordinance as a starting point.~~
- ~~i. Provided parking shall not exceed the one hundred ten (110) percent of the number listed in the parking schedule.~~
- ~~ii. Provided parking for a single use may be up to twenty (20) percent less than the amount required by the parking schedule based on the parking analysis.~~
- ~~(C) The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the zoning administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:~~
- ~~i. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.~~
- ~~ii. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.~~
- ~~iii. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.~~

- ~~(D) Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.~~
- ~~(E) On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.~~
- ~~(F) The EMU Subdistrict west of Avondale Boulevard may include reduced parking space dimensions with a minimum size of nine and one-half (9.5) x eighteen (18) feet; additionally, a two-foot overhang may be counted towards the minimum parking space dimension if the overhang occurs over a landscape area with a depth of at least six (6) feet and if the overhang does not occur over a pedestrian sidewalk.~~
- ~~(10) Necessary amendments. In the event that any of the provisions of the CCSP referred to herein are amended, the zoning administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in article 111 of this zoning ordinance.~~
- ~~(Ord. No. 2045-1220, § 8, 12-7-20; Ord. No. 2040-0623, § 8, 6-5-23; Ord. No. 2055-0823, § 15, 8-21-23)~~

* * *

28-92 Major Sports and Entertainment District.

* * *

- L. Signs. A comprehensive sign plan (CSP) shall be submitted by the property owner for property located within the MSED Zoning District for review and approval by the zoning administrator. The CSP shall identify all existing and proposed signs by general location and size. The CSP shall be consistent with the intent and purpose of this Section (MSED) and article 9 (sign ordinance) except as specifically provided below. A CSP may propose signage in excess of what is allowed by article 9 for C-3 uses; any CSP tied to the MSED that proposes signage that deviates from the densities, heights, sign area, and separation distances for C-3 uses, unless specifically exempted below, may be allowed at the city's discretion, subject to the following limitations: Administrative approval of up to twenty five (25) percent deviation from the maximum allowable sign densities, height, sign area, or sign separation is allowed; any proposed deviations greater than twenty five (25) percent from the applicable requirements must be submitted to city council for approval. The comprehensive sign plan may be submitted separately prior to or with submittal of construction drawings. Where a CSP does not address a particular subject, the Sign Ordinance shall control.
- (1) Major sports and entertainment venues (including all subordinate accessory facilities) are exempt from those requirements of article 9 of the zoning ordinance as provided below and alternative standards shall be determined according to the requirements herein as provided in the CSP:

* * *

- (W) The size and design of directory signs within major sports and entertainment venues shall comply with the size and design standards for ~~the City Center~~[The BLVD](#) and Old Town Avondale Business Districts found in subsection 28-203(d)(3)(B).

* * *

Article 8 PARKING

28-167 Parking provisions for special districts.

(a) ~~City Center (CCD)~~The BLVD Zoning District.

- (1) ~~Excluding the Gateway Employment subdistrict, provided parking for any use within the City Center Zoning District shall not exceed one hundred ten (110) percent of the minimum number listed in subsection 28-164, required parking schedule~~Parking for The BLVD District shall comply with the parking provisions set forth in Section 28-91(i), or any successor subsection governing parking within The BLVD District.
- (2) ~~Residential uses within the Townhouse Residential subdistrict shall be allowed a ten (10) percent reduction in minimum required parking from the allowances listed in subsection 28-164, required parking schedule.~~
- (3) ~~Parking for each land use may be provided by a combination of on-street parking, off-street surface parking and parking structures.~~
 - (A) ~~Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.~~
 - (B) ~~On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.~~
- (4) ~~Excluding the Townhouse Residential subdistrict, a minimum of one (1) percent of all parking spaces shall be reserved for carpool parking. These spaces shall be located in preferential locations so as to create an incentive to reduce single-occupant vehicle trips.~~
- (5) ~~Excluding the Townhouse Residential subdistrict, bicycle parking shall be provided at the rate of one (1) secured, weather-protected bicycle space for every twenty (20) vehicle spaces.~~
- (6) ~~Parking areas within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use and Townhouse Residential Subdistricts shall be designed in compliance with the development guidelines listed in Table 5-1 of the City Center Specific Plan. Parking areas within the Pedestrian Retail Subdistrict shall comply with the development guidelines as listed for the Employment Mixed-Use Subdistrict, except to the extent such guidelines are determined by the zoning administrator to be inapplicable.~~

(b) Old Town Avondale Business District (OTAB) and Cashion Business District (CBD).

* * *

Article 9 SIGNS

28-195 General requirements.

(a) The following location requirements shall apply to all signs, excluding signs required for public/governmental purposes:

* * *

- (5) No sign or sign structure shall project into or over any public sidewalk, street, alley, or other public place except within ~~the City Center (CC)~~The BLVD (BLVDD) and Old Town Avondale Business (OTAB) Zoning Districts. Within the ~~CC~~/BLVDD and OTAB Districts, signs which project over public sidewalks a maximum of eight (8) feet may be approved if they meet aesthetic and safety requirements for their respective districts.

* * *

- (7) No sign or sign structure shall extend above a building's parapet except within ~~the City Center (CC)~~ The BLVD (BLVDD) Zoning District. Within the ~~CC District~~/BLVDD, no sign shall extend above the building's parapet more than ten (10) feet.

* * *

28-197 Permanent sign design, illumination, and construction.

(a) General.

- (1) Signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within ~~the City Center (CC)~~ The BLVD (BLVDD) Zoning District shall adhere to design ~~manual~~[guidelines](#) for ~~the City Center~~ [The BLVD](#) and be reviewed with the required development plan, respectively.

* * *

(c) Wall- and building-mounted signs.

* * *

- (3) No sign shall be painted directly onto building façades or walls, except within ~~the City Center (CC)~~ The BLVD (BLVDD) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on façades may be permitted if the director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.
- (4) No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within ~~the City Center (CC)~~ The BLVD and Old Town Avondale Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

* * *

28-203 Signs authorized with permits.

* * *

(d) Commercial and employment districts.

(1) Wall-mounted signage.

- (A) Wall-mounted signs are allowed in all Commercial and Employment Zoning Districts, as follows:

* * *

	OTAB	Cashion	CP	A-1	CC /BLVDD
Maximum sign area (primary elevation)	1 SF per linear foot	1 SF per linear foot	1 SF per linear foot	1 SF per linear foot	1 SF per linear foot
Maximum sign area (secondary elevations)	0.50 SF per linear foot	0.50 SF per linear foot	0.50 SF per linear foot	0.50 SF per linear foot	0.50 SF per linear foot

facing public streets)					
Maximum sign area (freeway facing elevations)	None	None	None	None	1.50 SF per linear foot
Maximum sign size	100 SF	100 SF	75 SF	150 SF	200 SF
Minimum sign size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum number of elevations with signs	Maximum of 3 elevations; illuminated signs cannot face residential	Maximum of 3 elevations; illuminated signs cannot face residential	Maximum of 2 elevations; illuminated signs cannot face residential	Maximum of 2 elevations; illuminated signs cannot face residential	No maximum
Supplemental design requirements	Non-illuminated directly illuminated, or indirectly illuminated signs only	None	Additional requirements for master planned commerce parks *(B)	None	Shall comply with City Center Specific Plan Chapter 5.4.23 and Design Manual for the City Center or design Design shall further architectural goals outlined within The BLVD specific plan
*(A) Excluding vertically integrated mixed use buildings which contain retail uses on the ground floor, buildings in excess of two (2) stories shall be allowed only one (1) wall-mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite. *(B) Wall-mounted signage for master planned commerce parks shall conform to a single color, font, and method of illumination, as approved during the design review process.					

* * *

(2) Low-profile wall identification signs.

- (A) One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The leading edge of a low profile wall identification sign shall be set back at least five (5) feet from any

property line and out of any sight visibility lines. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	C-O	C-1	C-2	C-3	OTAB	Cashion	CP	A-1	CC
Maximum height	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	Not permitted
Maximum sign area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not permitted

* * *

(3) Directory signs.

* * *

- (B) In all districts except for ~~City Center (CC)~~/The BLVD (BLVDD) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height. Within the ~~CC~~/BLVDD and OTAB districts, directory signs shall be designed at a pedestrian scale and shall not exceed ten (10) square feet in area and five (5) feet in height.

* * *

(4) Single-tenant monument signs.

* * *

- (B) Within ~~the City Center (CC)~~/The BLVD (BLVDD) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments over five (5) acres in area with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted for properties that have frontage on two (2) of the above-mentioned streets; provided, however, that both signs shall not be placed along the same street frontage. Single-tenant monument signs are not permitted adjacent to local streets within The BLVD. All monument signs in The BLVD require consideration and approval with the required development plan.

- (C) The maximum height and area varies depending on the district in which the sign is located, as follows:

	C-O	C-1	C-2	C-3	Cashion	A-1	CC BLVDD
Maximum height	6 feet	6 feet	8 feet	10 feet	6 feet	6 Feet	Determined during design review
Maximum sign area	40 SF	40 SF	60 SF	80 SF	40 SF	40 SF	

* * *

(5) Multi-tenant monument signs.

* * *

- (B) Within ~~the City Center (CC)~~/The BLVD (BLVDD) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments over five (5) acres in area with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties that have frontage on two (2) of the above-mentioned streets; both signs cannot be placed along the same street frontage. Multi-tenant monument

signs are not permitted adjacent to local streets within The BLVD. All monument signs in The BLVD require consideration and approval with the required development plan.

- (C) The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows:

	C-1	C-2	C-3	Cashion	CP	A-1	CC BLVDD
Maximum height	8 feet	12 feet	14 feet	8 feet	8 feet	8 feet	Determined during design review
Maximum sign area	60 SF	80 SF	100 SF	60 SF	60 SF	60 SF	
Maximum number of tenant panels	6	10	12	6	6	6	

* * *

- (6) Freeway pylon signs.

- (A) General.

- i. Freeway pylon signs shall only be permitted as part of a comprehensive sign plan approved pursuant to section 28-194 above.
- ii. Freeway pylon signs are permitted in the C-3, ~~CC~~BLVDD, and PAD Zoning Districts for master planned developments having at least four hundred (400) linear feet of direct frontage adjacent to the Interstate-10 right-of-way. Properties that meet this requirement may be permitted one (1) freestanding, double-sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties that meet the requirements of this Section and have direct freeway frontage in excess of two thousand six hundred forty (2,640) feet.

* * *

- (e) Permanent off-premise signs.

- (1) No permanent off-premise signs shall be permitted except those explicitly authorized by this subsection 28-203(e).

~~(2) City Center business district signs.~~

~~(A) Within the City Center (CC) District, business district signs that advertise the name of a particular district and announce special district events shall be permitted.~~

~~(B) Business district signs shall not serve as multi-tenant signs.~~

~~(C) Along arterial and collector streets, business district signs may take the form of a wall-mounted sign or a freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall-mounted.~~

~~(D) The maximum size, height, and design will be determined during the design review process.~~

~~(3)~~ Pedestrian kiosk signs.

- (A) Within The BLVD (BLVDD), ~~the City Center (CC)~~ and Old Town Avondale Business (OTAB) Zoning Districts, or on the campus of any college or university, pedestrian kiosk signs may be permitted for the purpose of providing directional information to community facilities and attractions, buildings, and commercial businesses within the zoning district or campus within which the sign is located, and advertising official city meetings and special events.

* * *

(D) The design of all pedestrian kiosk signs located within the OTAB Zoning District shall reflect a single architectural theme. Similarly, all pedestrian kiosk signs located within a college or university campus shall reflect a single architectural theme. ~~Within the City Center, an architectural theme may be identified for each subdistrict.~~ For the sake of creating interest, variation among pedestrian kiosk signs within the selected architectural themes shall be encouraged.

(E) Pedestrian kiosk signs may contain the following:

- i. The name and logo of the City of Avondale and/or the district in which the sign is located (e.g. Old Town; ~~City Center~~/The BLVD, Park Avenue District, etc.).

* * *

Article 12 LANDSCAPE, WALLS AND FENCES

28-292 Applicability.

* * *

- (d) For all development within ~~the City Center~~The BLVD Zoning District, landscaping shall meet or exceed the development standards for street design, street trees, parks, open space, landscaping, and overall design and development guidelines as set forth in ~~the City Center~~The BLVD (BSP) Specific Plan; provided, however, that the provisions of subsections 28-293, 28-295, 28-296 and 28-297 shall be applicable to developments within ~~the City Center~~The BLVD (BSP) Specific area.

* * *

28-294 Landscape design standards.

* * *

- (b) Required landscape improvements per zoning districts.

* * *

- (4) ~~City Center District~~The BLVD. For all development within ~~the City Center~~The BLVD District, landscaping shall meet or exceed the design guidelines and requirements for street design, street tree criteria, parks, open space, landscaping and overall design and development guidelines as set forth in ~~the City Center~~The BLVD Specific Plan.

* * *

ORDINANCE NO. 2002-0126

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 1 (ADMINISTRATION AND PROCEDURES), SECTION 28-1 (TITLE, AUTHORITY, JURISDICTION AND PURPOSE), SECTION 28-6 (SITE PLAN AND DESIGN REVIEW), ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS), SECTION 28-91 (THE BLVD DISTRICT), SECTION 28-92 (MAJOR SPORTS AND ENTERTAINMENT DISTRICT), ARTICLE 8 (PARKING), SECTION 28-167 (PARKING PROVISIONS FOR SPECIAL DISTRICTS), ARTICLE 9 (SIGNS), SECTION 28-195 (GENERAL REQUIREMENTS), SECTION 28-197 (PERMANENT SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION), SECTION 28-203 (SIGNS AUTHORIZED WITH PERMITS) AND ARTICLE 12 (LANDSCAPE, WALLS AND FENCES), TO REMOVE REFERENCES TO THE OBSOLETE CITY CENTER DISTRICT (CCD) ZONING DISTRICT AND ALLOW FOR CONTINUED REFINEMENT OF THE CODE TO MAKE CLERICAL CORRECTIONS, PROVIDE CROSS REFERENCES AND ADDRESS OVERALL ACCURACY AND USABILITY OF THE CODE.

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

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on December 17, 2025, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on January 26, 2026.

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

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

SECTION 2. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-1 (Title, authority, jurisdiction and purpose), subsection 28-1(e)(4)(A) and Section 28-6 (Site plan and design review), subsection 28-6 (g)(1)(A) are hereby amended to read as follows:

28-1 Title, authority, jurisdiction and purpose.

(e) Establishment of zoning districts. In order to promote the orderly development of the city and carry out the provisions of this ordinance and in order to classify, regulate, restrict, and separate the use of land, buildings and structures, the land within the city is hereby divided into the following Zoning Districts, as may be amended by the city council:

...

(4) Special zoning districts; overlay areas.

(A) ~~City Center District (CCD)~~ THE BLVD DISTRICT.

28-6 Site Plan and Design Review.

(g) Approval.

(1) When the development review committee has completed its review:

(A) Any site plan and design review applications for properties zoned ~~CCD (City Center District)~~ of THE BLVD shall be forwarded to the planning commission for its review and recommendation, and then to the city council for its review and decision. The development review committee shall include a recommendation of approval, approval subject to stipulations, or denial for the site plan and design review

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), is hereby amended by deleting subsection 28-91(k) in its entirety.

SECTION 4. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-92 (Major Sports and Entertainment District), subsection 28-92(L)(1)(W) is hereby amended to read as follows:

28-92 Major Sports and Entertainment District.

(~~L~~1) Signs. A comprehensive sign plan (CSP) shall be submitted by the property owner for property located within the MSED Zoning District for review and approval by the zoning administrator. The CSP shall identify all existing and proposed signs by general location and size. The CSP shall be consistent with the intent and purpose of this Section (MSED) and article 9 (sign ordinance) except as specifically provided below. A CSP may propose signage in excess of what is allowed by article 9 for C-3 uses; any CSP tied to the MSED that proposes signage that deviates from the densities, heights, sign area, and separation distances for C-3 uses, unless specifically exempted below, may be allowed at the city's discretion, subject to the following limitations: Administrative approval of up to twenty five (25) percent deviation from the maximum allowable sign densities, height, sign area, or sign separation is allowed; any proposed deviations greater than

twenty five (25) percent from the applicable requirements must be submitted to city council for approval. The comprehensive sign plan may be submitted separately prior to or with submittal of construction drawings. Where a CSP does not address a particular subject, the Sign Ordinance shall control.

- (1) Major sports and entertainment venues (including all subordinate accessory facilities) are exempt from those requirements of article 9 of the zoning ordinance as provided below and alternative standards shall be determined according to the requirements herein as provided in the CSP:

...

(W) The size and design of directory signs within major sports and entertainment venues shall comply with the size and design standards for ~~the City Center~~ THE BLVD and Old Town Avondale Business Districts found in subsection 28-203(d)(3)(B)

SECTION 5. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 8 (Parking), Section 28-167 (Parking provisions for special districts), subsection 28-167(a) is hereby amended to read as follows:

28-167 Parking provisions for special districts.

(a) ~~City Center (CCD)~~ THE BLVD ZONING DISTRICT.

- (1) ~~Excluding the Gateway Employment subdistrict, provided parking for any use within the City Center Zoning District shall not exceed one hundred ten (110) percent of the minimum number listed in subsection 28-164, required parking schedule.~~ PARKING FOR THE BLVD DISTRICT SHALL COMPLY WITH THE PARKING PROVISIONS SET FORTH IN SECTION 28-91(I), OR ANY SUCCESSOR SUBSECTION GOVERNING PARKING WITHIN THE BLVD DISTRICT.
- (2) ~~Residential uses within the Townhouse Residential subdistrict shall be allowed a ten (10) percent reduction in minimum required parking from the allowances listed in subsection 28-164, required parking schedule.~~
- (3) ~~Parking for each land use may be provided by a combination of on-street parking, off-street surface parking and parking structures.~~
 - (A) ~~Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.~~
 - (B) ~~On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.~~
- (4) ~~Excluding the Townhouse Residential subdistrict, a minimum of one (1) percent of all parking spaces shall be reserved for carpool parking. These spaces shall be~~

~~located in preferential locations so as to create an incentive to reduce single-occupant vehicle trips.~~

- ~~(5) Excluding the Townhouse Residential subdistrict, bicycle parking shall be provided at the rate of one (1) secured, weather-protected bicycle space for every twenty (20) vehicle spaces.~~
- ~~(6) Parking areas within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use and Townhouse Residential Subdistricts shall be designed in compliance with the development guidelines listed in Table 5-1 of the City Center Specific Plan. Parking areas within the Pedestrian Retail Subdistrict shall comply with the development guidelines as listed for the Employment Mixed-Use Subdistrict, except to the extent such guidelines are determined by the zoning administrator to be inapplicable.~~

SECTION 6. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 9 (Signs), Section 28-195 (General requirements), subsections 28-195(a)(5) and (a)(7), are hereby amended to read as follows:

28-195 General requirements.

(a) The following location requirements shall apply to all signs, excluding signs required for public/governmental purposes.

...

- (5) No sign or sign structure shall project into or over any public sidewalk, street, alley, or other public place except within ~~the City Center (CC)~~The BLVD (BLVDD) and Old Town Avondale Business (OTAB) Zoning Districts. Within the ~~CC~~BLVDD and OTAB Districts, signs ~~which~~ THAT project over public sidewalks a maximum of eight (8) feet may be approved if they meet aesthetic and safety requirements for their respective districts.

...

- (7) No sign or sign structure shall extend above a building's parapet except within ~~the City Center (CC)~~The BLVD (BLVDD) Zoning District. Within the ~~CC District~~BLVDD, no sign shall extend above the building's parapet more than ten (10) feet.

SECTION 7. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 9 (Signs), Section 28-197 (Permanent sign design, illumination, and construction), subsection 28-197(a)(1) and subsection 28-197(c)(3) and (c)(4) are hereby amended to read as follows:

28-197 Permanent sign design, illumination, and construction.

(a) General.

- (1) Signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within ~~the City Center (CC)~~ The BLVD (BLVDD) Zoning District shall adhere to design ~~manual~~ GUIDELINES for ~~the City Center~~ THE BLVD and be reviewed with the required development plan, respectively.

...

- (c) Wall and building-mounted signs.

...

- (3) No sign shall be painted directly onto building façades or walls, except within ~~the City Center (CC)~~ The BLVD (BLVDD) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on façades may be permitted if the director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.
- (4) No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within ~~the City Center (CC)~~ The BLVD and Old Town Avondale Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

SECTION 8. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 9 (Signs), Section 28-203 (Signs authorized with permits), subsections 28-203(d)(1)(A), 28-203(d)(2)(A), 28-203(d)(3)(B), 28-203(d)(4)(B) and (4)(C), 28-203(d)(5)(B) and (5)(C), 28-203(d)(6)(A)(ii), and 28-203(e)(2) are hereby amended to read as follows:

28-203 Signs authorized with permits.

- (d) Commercial and employment districts.

- (1) Wall-mounted signage.

- (A) Wall-mounted signs are allowed in all Commercial and Employment Zoning Districts, as follows:

...					
	OTAB	Cashion	CP	A-1	CC/BLVDD
...					
Supplemental design requirements	Non-illuminated, directly illuminated, or	None	Additional requirements for master planned	None	Shall comply with City Center Specific Plan

	indirectly illuminated signs only		commerce parks *(B)		Chapter 5.4.23 and Design Manual for the City Center or design DESIGN shall further architectural goals outlined within The BLVD specific plan
...					

...

(2) Low-profile wall identification signs.

- (A) One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The leading edge of a low profile wall identification sign shall be set back at least five (5) feet from any property line and out of any sight visibility lines. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	C-O	C-1	C-2	C-3	OTAB	Cashion	CP	A-1	CC
Maximum height	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	Not permitted
Maximum sign area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not permitted

...

(3) Directory signs.

...

- (B) In all districts except for ~~City Center (CC)~~/The BLVD (BLVDD) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height. Within the ~~CC~~/BLVDD and OTAB districts, directory signs shall be designed at a pedestrian scale and shall not exceed ten (10) square feet in area and five (5) feet in height.

...

(4) Single-tenant monument signs.

...

- (B) Within ~~the City Center (CC)~~ The BLVD (BLVDD) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments over five (5) acres in area with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted for properties that have frontage on two (2) of the above-mentioned streets; provided, however, that both signs shall not be placed along the same street frontage. Single-tenant monument signs are not permitted adjacent to local streets within The BLVD. All monument signs in The BLVD require consideration and approval with the required development plan.

- (C) The maximum height and area varies depending on the district in which the sign is located, as follows:

	C-O	C-1	C-2	C-3	Cashion	A-1	CC BLVDD
...							

...

- (5) Multi-tenant monument signs.

...

- (B) Within ~~the City Center (CC)~~ The BLVD (BLVDD) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments over five (5) acres in area with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties that have frontage on two (2) of the above-mentioned streets; both signs cannot be placed along the same street frontage. Multi-signs are not permitted adjacent to local streets within The BLVD. All monument signs in The BLVD require consideration and approval with the required development plan.

- (C) The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows:

	C-1	C-2	C-3	Cashion	CP	A-1	CC BLVDD
...							

...

- (6) Freeway pylon signs.

(A) General.

...

- ii. Freeway pylon signs are permitted in the C-3, ~~CC~~/BLVDD, and PAD Zoning Districts for master planned developments having at least four hundred (400) linear feet of direct frontage adjacent to the Interstate-10 right-of-way. Properties that meet this requirement may be permitted one (1) freestanding, double-sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties that meet the requirements of this Section and have direct freeway frontage in excess of two thousand six hundred forty (2,640) feet.

(e) Permanent off-premise signs.

...

(2) ~~City Center business district signs.~~

- ~~(A) Within the City Center (CC) District, business district signs that advertise the name of a particular district and announce special district events shall be permitted.~~
- ~~(B) Business district signs shall not serve as multi-tenant signs.~~
- ~~(C) Along arterial and collector streets, business district signs may take the form of a wall mounted sign or a freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall mounted.~~
- ~~(D) The maximum size, height, and design will be determined during the design review process.~~

(32) Pedestrian kiosk signs.

- (A) Within The BLVD (BLVDD), ~~the City Center (CC)~~ and Old Town Avondale Business (OTAB) Zoning Districts, or on the campus of any college or university, pedestrian kiosk signs may be permitted for the purpose of providing directional information to community facilities and attractions, buildings, and commercial businesses within the zoning district or campus within which the sign is located, and advertising official city meetings and special events.

...

- (D) The design of all pedestrian kiosk signs located within the OTAB Zoning District shall reflect a single architectural theme. Similarly, all pedestrian kiosk signs located within a college or university campus shall reflect a single architectural theme. ~~Within the City Center, an architectural theme may be identified for each subdistrict.~~ For the sake of creating interest,

variation among pedestrian kiosk signs within the selected architectural themes shall be encouraged.

(E) Pedestrian kiosk signs may contain the following:

- i. The name and logo of the City of Avondale and/or the district in which the sign is located (e.g., Old Town; ~~City Center~~/The BLVD, Park Avenue District, etc.).

...

SECTION 9. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 12 (Landscape, Walls and Fences), Section 28-292 (Applicability), subsection 28-292(d) is hereby amended to read as follows:

28-292 Applicability.

- (d) For all development within ~~the City Center~~ THE BLVD Zoning District, landscaping shall meet or exceed the development standards for street design, street trees, parks, open space, landscaping, and overall design and development guidelines as set forth in ~~the City~~ THE BLVD (BSP) Specific Plan; provided, however, that the provisions of subsections 28-293, 28-295, 28-296 and 28-297 shall be applicable to developments within ~~the City~~ THE BLVD (BSP) Specific area.

SECTION 10. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 12 (Landscape, Walls and Fences), Section 28-294 (Landscape design standards), subsection 28-294(b)(4) is hereby amended to read as follows:

28-294 Signs authorized with permits.

- (b) Required landscape improvements per zoning districts.

...

- (4) ~~City Center District~~ THE BLVD. For all development within ~~the City Center~~ THE BLVD District, landscaping shall meet or exceed the design guidelines and requirements for street design, street tree criteria, parks, open space, landscaping and overall design and development guidelines as set forth in ~~the City Center~~ THE BLVD Specific Plan.

SECTION 11. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 12. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
January 26, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.b.

SUBJECT: Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Professional Firefighters Association (APFFA) Local 3924

MEETING DATE: 1/26/2026

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

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

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

STRATEGIC PLAN:

Innovative and Effective Government

PURPOSE:

City Council will consider a request to approve the Memorandum of Understanding between the City of Avondale and the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2026 through June 30, 2028 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Negotiations over modifications to the Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Professional Firefighters Association (APFFA) have concluded. A team comprised of City Management representatives and representatives of the Association have come to consensus on a number of items following a series of meetings which took place from September 2025 through November 2025.

Prior to the beginning of negotiations, the City conducts a market analysis to review how City of Avondale pay and benefits compare to other comparable jurisdictions in Arizona. In addition, the Association conducts its own research and analysis. The adjustments to pay and benefits will promote recruitment and retention by ensuring our firefighters, engineers and captains remain competitive within the market. The MOU also addresses many items of importance to both City Management and the Association.

DISCUSSION:

Following is a high-level summary of the substantive items agreed upon by City Management and the APFFA. The MOU is attached.

Section Title Number	Brief Description of Proposed Substantive Revisions
1.3 Nepotism Policy	Expands and clarifies allowable temporary assignments involving immediate family members, including Battalion Chief exceptions and operational flexibility.
4.1 Base Rate of Pay	Ensures consistency by allowing members on promotional probation and

		meeting expectations to be eligible for a one-step merit increase on the same schedule as other represented employees; updates wage table to support market competitiveness.
4.3	Specialty Pay	Increasing Technical Rescue Pay from \$1.10 to \$1.50 per hour.
4.5	Overtime and Premium Pay	2.1 Incentive Premium Pay for approved special assignments has been moved to an ongoing option rather than a pilot program, with the annual cap still maintained.
4.7	Move-Up Pay	Revises the minimum qualifying time from 12 hours to 15 minutes to align more closely with market comparators.
4.8	56- to 40-Hour Positions Pay & Leave Accrual	Introduces formal conversion formulas for leave accruals when moving between 56-hour and 40-hour assignments.
4.10	Market Analysis and Resemblance Pay	Creates a structured market survey process for FY2028, defines comparator cities, and establishes wage adjustment strategy tied to market results.
8.8	Deferred Compensation Plans	Increases City contribution from \$50 to \$100 per pay period contingent upon a \$50 employee contribution.
8.9	Post-Retirement Health Plan (PEHP)	Enhances PEHP program language; expands PEHP structure into Premium-Only and Universal plans with mandatory employee contributions to Premium-Only accounts and employer contributions to Universal accounts by rank. Firefighter: \$55/pay period; Engineer: \$65/pay period; Captain: \$75/pay period.
8.11	Non-Hazardous Duty for Pregnancy	Formalizes pay and schedule conversion rules for pregnancy-related non-hazardous duty assignments.
8.12	Holiday Pay	Revises language to provide holiday differential pay based on hours worked on the holiday rather than allowing for 12 hours of holiday pay regardless of hours worked; clarifies that 40-hour members who work a 56-hour shift will receive holiday differential pay at their 56-hour rate; clarifies annual allocation of 33.6 personal leave hours added to vacation bank regardless of shift assignment.
8.13	Presumptive Cancer Leave	New benefit providing up to 26 weeks of paid leave for eligible firefighters diagnosed with presumptive cancer not covered by workers' compensation, with accrual and premium pay protections.
9.1	Fitness Examinations	Maintains a one-time \$5,000 Universal PEHP contribution at retirement for post-employment medical and fitness exams, contingent on funding.
11.1	Productivity Pay	Updates longevity-based productivity pay tiers and increases PEHP contributions for eligible service milestones. 0 to 10 years – eligible for Public Safety Retention Program only; years 11-14 increasing to \$2,000 annually (\$1,750 paid, \$250 PEHP); years 15-19 increasing to \$2,500 annually (\$2,250 paid; \$250 PEHP); 20+ years increasing to \$3,000 (\$2,750 paid; \$250 PEHP).
14	Representation Rights	Adds representation rights section that corresponds to the recent amendments made to Chapter 18, Discipline as it relates to rights and administrative investigation interviews.

BUDGET IMPACT:

The estimated budget impact of over \$925,000 will be included in the FY2027 budget.

RECOMMENDATION:

Recommend that the City Council approve the Memorandum of Understanding (MOU) with Avondale Professional Firefighters Association Local 3924.

Contact person for document distribution: Andrew Mesquita, Human Resources Director

MEMORANDUM OF UNDERSTANDING

JULY 2026 THROUGH JUNE 2028



**CITY OF
AVONDALE
AND
AVONDALE PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 3924**

TABLE OF CONTENTS

<u>Article #</u>	<u>Description</u>	<u>Page #</u>
	Preamble	4
Article 1	Rights of Employees and Employee Organization	5
	Section 1.1 Recognition & Employee Organization Rights	5
	Section 1.2 Rights of Represented Employees	5
	Section 1.3 Nepotism Policy	6
	Section 1.4 Membership Dues Deductions	6
Article 2	Management Rights	7
	Section 2.1 Management Rights	7
Article 3	Prohibition of Strikes and Work Interruptions	7
	Section 3.1 No Strike, No Lock-Out	7
Article 4	Employee Compensation & Hours of Work	7
	Section 4.1 Base Rate of Pay	7
	Section 4.2 Regular Hourly Rate	9
	Section 4.3 Specialty Pay	9
	Section 4.4 Set Work Schedule	9
	Section 4.5 Overtime and Premium Pay	9
	Section 4.6 Call Back	11
	Section 4.7 Move-Up Pay	11
	Section 4.8 56 to 40-Hour Positions	12
	Section 4.9 On Call Status	13
	Section 4.10 Market Analysis Article and Resemblance Pay	14
Article 5	Absent with Relief	15
	Section 5.1 Absent with Relief	15
Article 6	Existing Benefits	16
	Section 6.1 Existing Benefits	16
Article 7	Fiscal Crisis	16
	Section 7.1 Fiscal Crisis	16
Article 8	Benefits	17
	Section 8.1 Sick Leave	17
	Section 8.2 Sick Leave Conversion	17
	Section 8.3 Sick Leave Payout for Retirement	17
	Section 8.4 Sick Leave Death Benefit	18
	Section 8.5 Vacation Accruals	18

	Section 8.6 Vacation Sell Back	18
	Section 8.7 Vacation Leave Payout	19
	Section 8.8 Deferred Compensation Plans	19
	Section 8.9 Post-Retirement Health Plan (PEHP)	19
	Section 8.10 Other Leaves	20
	Section 8.11 Non-hazardous Duty for Pregnancy	21
	Section 8.12 Holiday Pay	23
	Section 8.13 Presumptive Cancer Leave	24
Article 9	Medical and Physical Fitness Examinations	26
	Section 9.1 Fitness Examinations	26
	Section 9.2 Records Storage	26
Article 10	Uniforms, Clothing and Equipment	26
	Section 10.1 Uniform Allowance	26
Article 11	Productivity Pay	27
	Section 11.1 Productivity Pay	27
	Section 11.2 Recruitment and Retention Programs	27
Article 12	Labor Management Committee	28
	Section 12.1 Purpose and Governance of Committee	28
	Section 12.2 Retreat Funds	28
Article 13	Human Resources Liaison	28
	Section 13.1 Human Resources Liaison	28
Article 14	Representation Rights	29
	Section 14.1 Representation Rights	29
Article 15	Clarification	29
	Section 15.1 Clarification	29
Article 16	Procedure for Alleged Breach of MOU	30
	Section 16.1 Procedure	30
Article 17	Savings Clause	30
	Section 17.1 Savings	30
Article 18	Term and Effect	31
	Section 18.1 Term	31
	Section 18.2 Conflict	31
	Section 18.3 Agreement and Reopener	31
Attachment A	Wage Table Fiscal Year 2027	32

PREAMBLE

This Memorandum of Understanding is entered into between the City of Avondale (“City”) and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 (“Association” or “Employee Organization”).

WHEREAS: the parties, through their designated representatives met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding the full and entire understanding of the parties mutual agreement concerning wages and hours as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between Avondale and its employees; and

WHEREAS: the parties hereby acknowledge that the provisions of the Memorandum are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale.

NOW THEREFORE, Avondale and the Employee Organization having reached this complete agreement concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this Memorandum to the Mayor and the City Council of Avondale with their joint recommendation that the body adopt its terms.

DEFINITIONS

1. Gender:

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

**Terms referenced and not defined in the MOU will adhere to City policy.*

ARTICLE 1 RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of “Meet and Confer” and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:
 - 1. Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as Unit Members. Throughout this MOU, the terms “Employee”, “Unit Member”, “Member”, and “Represented Employee” are synonymous and have the same meaning.
- B. Represented Employees will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.
- C. Represented Employees who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the Employees in the unit fairly and equally without regard to whether or not an Employee is a member of the Employee Organization. An unrepresented employee can object to or decline Association representation if he or she desires.
- C. The Association and Human Resources will work collaboratively to ensure that members are signed up for the Post-Retirement Health Plan (“PEHP”) (both Universal and Premium) following the Member’s academy graduation.
- D. Provisions Applicable to Probationary Firefighters.

The following provisions are applicable to firefighters who are recruit training academy participants and/or serving new hire original probationary periods.

1. These provisions are applicable and shall commence on the first day of employment.

a) Article 8 Benefits Section:

- 8.8 Deferred Compensation Plans

2. These provisions are applicable after graduation from the recruit training academy.

a) Article 8 Benefits Sections:

- 8.1 Sick Leave
- 8.5 Vacation Accruals
- 8.9 Post-Retirement Health Plan (PEHP)

b) Article 10 Uniforms, Clothing and Equipment Section:

- 10.1 Uniform Allowance

Section 1.3 Nepotism Policy

Unit Members' immediate family members may apply for and work Fire Department positions so long as the immediate family member is not supervised by the related Unit Member (this includes both direct and indirect supervision). Unit Members will not participate in the hiring, training, or discipline of an immediate family member, except for the following:

- Immediate family members of the on-duty Battalion Chief may be assigned to the same shift on temporary assignments not to exceed forty-eight (48) hours but shall not be assigned to the same unit/apparatus during the scheduled shift.

For purposes of this section, "immediate family member" includes a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, inclusive of in-laws and step-relatives.

For purposes of this section, "temporary assignment" includes assignments necessary to maintain constant staffing requirements and/or Absent with Relief (AWR) shift coverage.

The Fire Chief reserves the right to temporarily or permanently modify or suspend this policy based on operational or administrative needs.

Section 1.4 Membership Dues Deductions

A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the Employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the Employee's earnings for such pay period

are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this Memorandum of Understanding to increase the amount withheld for all Employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected Employee.

- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a Represented Employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend Association payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the Employee's decision to amend deductions pursuant to this Section.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 Management Rights

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this Memorandum for the term of the Memorandum. The provisions in the Ordinance dealing with management rights are reincorporated fully here by reference.

ARTICLE 3 PROHIBITION OF STRIKES AND WORK INTERRUPTIONS

Section 3.1 No Strike, No Lock-Out

Strikes, lock outs and related employment actions as defined in the Ordinance are prohibited and shall be subject to discipline as specified in the Ordinance.

ARTICLE 4 EMPLOYEE COMPENSATION & HOURS OF WORK

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. Attachment A ("APFFA MOU Wage Table") lists the hourly base rate of pay for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps

1. Upon successful completion of original probationary period (their performance review Meets Standards) the Unit Member will receive a merit increase to Step One (1) on the first full pay period following the completion of original probation.
2. Lateral unrepresented probationary hires will be placed at the comparable Step on the table below based on completed years of service following graduation from a recognized regional academy up to Step 3, rounded down to the closest year. All other hires will be placed at initial step of APFFA MOU Wage Table. Upon successful completion of their original probationary period (their performance review Meets Standards) the Employee will receive a one-step merit increase on the first pay period following completion of probation.

Qualified Starting Lateral Hiring Placement Scale:

Qualified Completed Experience (Years)	APFFA MOU Wage Table
0 – 1.99 Years	Step 0
2 – 3.99 Years	Step 1
4 – 5.99 Years	Step 2
6+ Years	Step 3

- a) When Represented Members are promoted, they will be placed in the initial step of the promoted rank. Represented Members on promotional probation and meeting expectations are eligible for and will receive a one-step merit increase on the same schedule as other represented employees in accordance with the values of the step system table.
 - b) All Employees will be placed on the Wage Table (Attachment A) based on Years of Service in their current rank effective for the first pay date of Fiscal Year 2027. For Fiscal Year 2028, Represented Employees will be eligible for a one step merit increase effective for the first pay date of the new fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the City Council.
- C. While the Avondale Professional Firefighters Association (APFFA) seeks to have the pay of Represented Members reflect their years of service, there are other City policies and practices that impact a Unit Member’s pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every Represented Member will, at all times, be in a step that reflects the Unit Member’s years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of Represented Members within the base wage rate plan.

Section 4.2 Regular Hourly Rate

A Unit Member's base rate of pay plus any specialty pay that may apply and is the rate used for the purpose of computing overtime, pension contributions, premium pay and short-term disability as required by law.

Section 4.3 Specialty Pay

Unit Members who are specially certified to perform special skills in their job, such as paramedic and technical rescue, are compensated as follows:

Paramedic:	\$3.40 per hour
Technical Rescue:	\$1.50 per hour
Bi-Lingual Pay:	\$0.95 per hour

Section 4.4 Set Work Schedule

City Management reserves the right to establish work periods for sworn firefighters. The City has established a 14-day work period for Unit Members working 24 or 48 hour shifts commonly called a 56-hour work week. The set schedule of duty hours for Unit Members consists of rotating 48 hours on duty and 96 off duty, resulting in three different work periods which consists of 96 hours for period 1, 120 hours for period 2, and 120 hours for period 3.

Section 4.5 Overtime and Premium Pay

A. Overtime

1. Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that Unit Members working the 24 or 48-hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.
2. The special work periods and overtime rules are only for employees who meet the statutory definition of "employees in fire protection activities", who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City's fire department.

B. Premium Pay

1. Specified Hours Worked outside the set work schedule will be paid at the Premium Pay equal to 1.5 times the Unit Member's Regular Hourly Rate. Hours Worked is defined as work performed when the Unit Member is on duty, or at any other specified place of work. Hours Worked does not include administrative leave.

2. A Unit Member may only qualify for the Premium Pay if:
 - a) The original set work schedule is satisfied by Hours Worked, and/or
 - b) The original set work schedule is satisfied by using one of the approved leaves which includes: vacation, sick leave, short-term disability leave, military leave, civic duty leave, and bereavement leave. This would not include, but not limited to, leave without pay and administrative leave.
3. The Premium Pay shall be paid in accordance with the following criteria:
 - a) Premium Pay During the 96-Hour Set Work Schedule
 1. The Unit Member will be compensated for any Hours Worked, outside the 96-hour set work schedule, at the Premium Pay until overtime is triggered in accordance with applicable laws.
 - b) Premium Hours During the 120-Hour Set Work Schedule
 1. During the 120-hour set work schedule, the Unit Member will be compensated at the Premium Rate for:
 - 14 hours of the set work schedule, and
 - Any additional Hours Worked outside the 120-hour set work schedule until overtime is triggered in accordance with applicable laws.
 - c) Premium Rate for the 40-Hour Set Work Schedule
 1. The Unit Member will be compensated for any Hours Worked, outside the 40-hour set work schedule, at the Premium Rate until overtime is triggered in accordance with applicable laws.
4. 2.1 Incentive Premium Pay
 - a) A staffing incentive will be paid to 56-hour members working eligible assignments outside of regular shift work. Eligible assignments include special events (excluding NASCAR events), fire watch, instructing department training, and attending department mandatory training. Unit Members will be paid at 2.1 times the 56-hour rate for eligible assignments designated and approved by the Fire Chief or designee. The total number of hours allotted for staffing incentive pay is 2,000 hours per fiscal year. The Fire Chief or designee has full discretion to select and approve eligible assignments for incentive premium pay.
 - b) Does not apply to mandatory, partial, callbacks, wildland deployments, and any supplemental apparatus designated to be employed on the normal operation roster in an effort to mitigate surges and expand capacity.

Section 4.6 Call Back

- A. Definition: “Call Back” means when a Unit Member has left the work site and is requested to respond (either by returning to work or via telephone/computer) to a work situation to:
 - 1. Avoid significant service disruption;
 - 2. Avoid placing employees or the public in unsafe situations;
 - 3. Protect and/or provide emergency services to people, property and/or equipment;
 - 4. Respond to emergencies;
 - 5. For administrative purposes.
- B. Call Back Pay Rate
 - 1. When a Unit Member is called back to work after Employee has completed the Employee’s regular work schedule and has left the premises or post of duty, the Unit Member shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular or base rate of pay, whichever is greater.

Section 4.7 Move-Up Pay

- A. Unit Members will receive additional compensation for working a minimum of 15 minutes to fill a position of a higher rank. Once a Unit Member meets the 15-minute minimum requirement for Move-Up Pay, the additional compensation will apply to all hours worked in Move-Up status during the 24-hour shift.
- B. To be eligible for Move-Up positions and Move-Up Pay, the Member must have successfully completed the department’s Move-Up requirements within department policy for the position and maintain certification by completing the required continuing training requirements.
- C. Move-Up Pay will be determined by the Member’s rank and the position they are filling, according to the following:
 - 1. A Firefighter temporarily assigned to work as a Move-Up Engineer shall be paid at Step 0 of the Engineer pay scale.
 - 2. A Firefighter temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.
 - 3. An Engineer temporarily assigned to work as a Move-Up Captain shall be paid at Step 0 of the Captain pay scale.
 - 4. A Captain temporarily assigned to work as a Move-Up Battalion Chief shall be paid at an hourly rate of 5% higher than Step 2 of the Captain pay scale.
- D. If any Unit Member is placed on administrative leave or medical leave while in a Move-Up Pay capacity, the Unit Member shall not receive the Move-Up Pay until they are approved to return to full-duty status and resume the duties of the assigned position, if a need still remains.

Section 4.8 56 to 40-Hour Positions Pay & Leave Accrual

- A. When a Unit Member begins an unanticipated 40-hour assignment change in the middle of a pay period, the Unit Member will remain on the 56-hour schedule for payroll processing purposes until the beginning of the next pay period. The Unit Member's time will be supplemented with Administrative Leave hours and/or Premium Pay, if applicable, to ensure pay consistency with the 56-hour schedule.
- B. A Unit Member assigned to a 40-hour position, regardless of duration, will have their accrual rates adjusted as follows until such time that they resume a 56-hour schedule.

Vacation Leave

The calculation to determine the 40-Hour vacation leave accrual rate is the 56-Hour vacation leave accrual rate divided by 1.4.

Years	Hours Per Pay Period
0 – 9.99	8.77 Hours
10 – 14.99	9.69 Hours
15+	10.31 Hours

Sick Leave

The 40-Hour sick leave accrual rate is equal to the accrual rate provided to Full-Time Non-Exempt City Employees.

Years	Hours Per Pay Period
All	3.70

- C. A Unit Member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:
1. 56 to 40-hour conversion factor:
 - a) 56 base hourly rate minus any specialty pay (if applicable)
 - b) Base hourly rate X conversion factor of 1.4375
 - c) Add back in assignment differential pay of 10% or 12% for paramedic
 - d) Add back specialty pay(s) if applicable per section 4.3
 2. 40 to 56-hour conversion factor:

The conversion of 40 to 56-hour will be accomplished by placing the Unit Member in their appropriate step and restoring their specialty pays and 56-hour leave accrual rates.

Section 4.9 On-Call Status

A. A unit member assigned to on-call status will be compensated at two dollars and fifty cents (\$2.50) per hour. These hours begin after the completion of the Employee's scheduled workday and continue until resuming work the following workday.

1. Reporting Pay

If a unit member assigned to on-call status is requested to and does report to work at the designated work location in a timely fashion but no work is available upon arrival, that Employee will receive Call Back pay for a minimum of two hours at their regular hourly rate and sent home.

2. Time Worked

Employees will not receive on-call pay for time worked.

3. Overtime

Only hours actually worked will be included in the computation of overtime unless otherwise specified in these policies.

4. No On-Call Pay

Employees will not receive on-call pay when they are:

- a) On vacation leave
- b) On sick leave
- c) On administrative leave
- d) On military leave
- e) Receiving short-term disability benefits
- f) Receiving worker's compensation benefits
- g) On bereavement leave
- h) On an approved leave of absence (paid or unpaid)
- i) Not available to work
- j) Restricted to light duty
- k) Restricted from performing specific work activities

The foregoing exclusions do not limit a unit member who uses leave accruals to cover all or a portion of their regularly scheduled workday from receiving on-call pay for hours on-call outside their workday (e.g. employee uses sick hours to cover their regular shift to attend a routine dental appointment and is later available to be on call after the completion of their scheduled workday).

If, during the term of this MOU, the City increases the hourly rate for on-call pay, Unit Members will be compensated according to City Policy.

B. Criteria

1. Unit members must meet the following criteria for on-call pay status:
 - a) Thoroughly check the working status of the telephone or cell phone, computer, etc. before on-call status begins and maintains it in operational mode at all times;
 - b) When notified, must respond and arrive at work within one (1) hour or less;
 - c) Must arrive fully capable of performing the functions of the job;
 - d) If a unit member does not meet the criteria as defined above, they will forfeit the on-call pay from the time of the first attempt to contact to the end of the “on-call” period.
 - e) Each unit member will be responsible for completing a time keeping record each time they are on call and forward to their supervisor to approve the on-call time. Time keeping records must be submitted to the supervisor at the conclusion of the on-call period.

Section 4.10 Market Analysis Article and Resemblance Pay

- A. The City of Avondale, together with the Association L3924, will conduct a market survey by March 8, 2027, of the approved FY2028 base wages (obtained either through a Council-approved MOU, or an approved salary plan provided by the respective Human Resources Department) of comparator cities for the ranks of Firefighter, Engineer, and Captain.

If a comparator city does not have an approved FY2028 base wage table available for comparison, then Human Resources will use the comparator city’s FY2027 wage table data for the market survey.

The market survey consists of each comparator city’s step plan top out pay for the rank of Firefighter and will be ranked 1-7 excluding the City of Avondale. The following formula will be used to calculate the midpoint:

$$\frac{\text{Highest Ranked Comparator City Top FF} + \text{Lowest Ranked Comparator City Top FF}}{2} = \text{Midpoint of Topped out FF Market}$$

$$\text{Ex. } \$20 \text{ (Low)} + \$30 \text{ (High)} / 2 = \$25$$

The calculated midpoint for Topped Out Firefighter of the comparator cities will be compared to the FY2027 City of Avondale Topped Out Firefighter wage.

- If the percentage difference is more than 3%, then the applicable percentage will be applied to the wage table for all ranks.
- If the percentage difference is 3% or less, then 3% will be applied to the wage table for all ranks.

If the City of Avondale provides employees (not on a step plan) who are at the maximum of their salary range with a one-time lump sum merit payment, then Unit Members will also be eligible for a one-time lump sum merit payment equal to the same percentage.

The effective date of the new wage table will take effect on the same schedule as City of Avondale Compensation Plan adjustments for FY2028.

All adjustments outlined in this section are contingent upon final budget approval and adoption by the City Council for FY2028.

1. The following are Avondale's comparison communities:

- Buckeye
- Chandler
- Glendale
- Goodyear
- Peoria
- Surprise
- Tempe

B. In accordance with Chapter 5, Classification and Compensation, Cost of Living Adjustment section – each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

ARTICLE 5 ABSENT WITH RELIEF

Section 5.1 Absent with Relief

- A. "Absent with Relief" (AWR's/shift trades) is the practice of individual Members working another individual Member's scheduled shift. Absence with Relief (AWR's/shift trades) allows additional Employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. S207\(p\)\(3\)](#).
- B. The City is not responsible for AWR repayment or any disputes that arise between individual Members. The Employee Organization also agrees not to adopt any policy that provides an Employee with any undue compensation that may be considered a gift of City funds.
- C. Utilization of AWR's should in no way effect the Member's obligation for maintaining required certifications, attend necessary department training or affect the Member's ability to maintain a

skill level competency needed for performance of their assigned duties.

D. The maximum number of AWR's per APFFA member per fiscal year is 60.

ARTICLE 6 EXISTING BENEFITS

Section 6.1 Existing Benefits

Health Care Benefits are excluded by the Ordinance from negotiations. However, such benefits will be provided to Unit Members identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

ARTICLE 7 FISCAL CRISIS

Section 7.1 Fiscal Crisis

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.
- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting the Unit Members is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of Unit Members' length of active career service in the Fire Department. Any Unit Member affected by layoff through no fault of his/her own will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new Represented Employees are hired, as long as the returning Unit Member meets minimum job classification requirements at time of re-hire.

ARTICLE 8 BENEFITS

Section 8.1 Sick Leave

- A. Sick leave is an approved period of absence granted to an Employee due to:
 - 1. Illness, injury or other medical condition which renders the Employee unable to perform the essential duties of the position;
 - 2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an Employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.
- B. Unit Members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.
- C. When Unit Member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit Members will be compensated upon resignation 33.3% of accrued sick leave paid at the Member's regular hourly rate of pay.

Section 8.2 Sick Leave Conversion

Any Unit Member who has accumulated over 672 hours of sick leave can exchange three hours of sick leave for one hour of vacation leave to coincide with MOU Section 8.6 Vacation Sell Back policy dates.

Section 8.3 Sick Leave Pay Out for Retirement

- A. Unit Members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the Member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.
- B. Unit Members with 10 years of continuous service with the City who take a medical retirement due to duty-related injury will receive 100% of the Member's accrued sick leave up to 500 hours at the Member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.
- C. Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the Member's regular hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.4 Sick Leave Death Benefit

If a Unit Member dies in the line of duty, then the Unit Member's beneficiaries shall receive a 100% payout of the Unit Member's accrued sick leave. The payout will be calculated at the Unit Member's base pay rate at the time of death.

Section 8.5 Vacation Accruals

- A. Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:
 - 0 to 9.99 years 12.28 hours per pay period
 - 10 to 14.99 years 13.57 hours per pay period
 - 15+ years 14.44 hours per pay period
- B. Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 392 hours. Vacation leave accumulated in excess of 392 hours as of the last day of the calendar year shall be forfeited, unless the City Manager authorizes an exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

Section 8.6 Vacation Sell Back

- A. Unit Members are permitted to sell back vacation at the Member's regular hourly rate of pay once annually. Members desiring to sell back vacation must submit the appropriate form by the first administrative workday of October. Vacation sell back checks will be issued by the second pay period in December. Eligible Employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. The department director will determine if their department is able to financially support the request. If the department's budget only can support a limited number of Employees to receive the sell back; the department director will use seniority to determine their approval or denial of the request for sell back of vacation and submit to Human Resources/Payroll for final approval and payment.
- B. A Unit Member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a Unit Member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.

The maximum number of vacation sell-back hours per APFFA Member per fiscal year is 375. Eligible unit members assigned to a 40-hour position will be paid at the 40-hour rate and charged as actual hours used for vacation sell back purposes up to a maximum of 375 hours. Vacation sell-back hours will be paid at the unit member's regular hourly rate during the pay period when vacation sell-back is processed.

Section 8.7 Vacation Leave Payout

Unit Members who terminate their employment with the City will be entitled to compensation for their earned and unused vacation leave at their regular rate of pay.

Section 8.8 Deferred Compensation Plans

A. Deferred Compensation Plans

1. The City of Avondale shall contribute an amount of \$100.00 per pay period to each employee's 457b Deferred Compensation Plan. In order to receive a \$100.00 per pay period contribution from the City of Avondale, the Employee is required to make a minimum \$50.00 per pay period contribution to the plan.
2. At the Employee's separation, exiting the Deferred Retirement Options Plan (DROP), or not making the minimum \$50.00 contribution, the City of Avondale's contribution will cease.
3. Participation in the 457b Deferred Compensation Plan is optional.

Section 8.9 Post-Retirement Health Plan ("PEHP")

A. The City will establish two Post-Retirement Health Plans (PEHP). These PEHP programs contribution requirements are outlined throughout this agreement. The two plans are:

1. Premium Only PEHP - this plan allows for contributions as set forth in this agreement for post-retirement health care premium payments only in accordance with the plan parameters.
2. Universal PEHP - this plan allows for contributions as set forth in this agreement for post-retirement out of pocket health care expenses in accordance with the plan parameters.

B. Premium Only PEHP

1. The City agrees to facilitate Eligible Employees' participation in the Premium Only PEHP. The plan shall be funded solely with mandatory Eligible Employees' contributions. For the purpose of this section, an Eligible Employee includes Unit Members and specific probationary employees as set forth in Section 1.2 Item D. The parties hereto designate the approved City retirement vendor(s) for Post-Retirement Health Plans. The Eligible Employee shall not be entitled to receive such Premium Only PEHP contribution in form of pay or any other benefit. The City shall remit the mandatory Eligible Employee contributions directly to the Eligible Employees' Premium Only PEHP account. The City is not responsible to address any questions, concerns or issues post deposit with the Premium Only PEHP benefit plans and will refer any and all Employee inquiries to the retirement vendor(s) for review and resolution.
2. The City shall facilitate the mandatory Eligible employee contribution by transferring 1.5% of the Eligible Employee gross salary, per pay period to said Premium Only (PEHP) Plan.

C. Universal PEHP

1. The City shall facilitate the mandatory employer contribution by transferring a fixed dollar amount per pay period as indicated below to the eligible Unit Member's Universal PEHP plan. Associated income will be treated in accordance with Internal Revenue Service (IRS) regulations.
 - Firefighter: \$55.00 per pay period
 - Engineer: \$65.00 per pay period
 - Captain: \$75.00 per pay period

D. Provisions for all PEHP plans

1. The City shall have no obligation to review or approve investment options for the PEHP and individual Eligible Employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.
2. The City shall have no obligation or related liability to review or approve the fees charged by the retirement vendor(s) to individual Eligible Employees. The Association shall review any fees charged by the retirement vendor(s) to determine whether they are fair, reasonable and appropriate.
3. The City shall have no obligation or related liability in connection with the establishment and operation of the Premium Only PEHP and related voluntary employees beneficiary association ("VEBA"). The Association shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
4. With the exception of Section 8.9 Item C and Section 9.1 Item C, nothing in this MOU shall be construed as obligating the City to assume responsibility or pay for retiree health coverage for Employees of the City. The City of Avondale expressly disclaims any such obligation.
5. The City assumes no liability on account of any action taken in connection with the Premium Only PEHP. The Association agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the Association's participation in the Premium Only PEHP and related VEBA.

Section 8.10 Other Leaves

A. Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. Unit Members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit Members receive 11 hours of bereavement leave for the Unit Member's uncle, aunt or cousin. Bereavement

leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the Employees set schedule.

B. Military Leave

Unit Members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The Unit Member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the Unit Member will receive paid military leave in the amounts allocated in ARIZ. REV. STAT. § 38-610. This includes any future legislative changes to ARIZ. REV. STAT. §38-610 implemented prior to June 30, 2026, which may impact the allocated military leave amounts.

C. Civic Duty Leave

A Unit Member shall receive civic duty leave with pay while serving as a juror, complying with a subpoena, and voting. Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an Employee granted civic duty leave shall report for work whenever the Employee's presence is not required for the civic duty.

D. General Election Day

The bi-annual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote as set forth in ARIZ. REV. STAT. § 16-402, as amended. Arrangements must be made with the supervisor prior to general Election Day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

E. Appearance as a Witness

A Unit Member who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with paid civic duty leave unless the testimony or evidence to be given relates to the employee's own personal business.

F. Jury and Witness Fees

Unit Members who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any payment received to the City Finance and Budget Department, except for mileage allowance or meals.

Section 8.11 Non-hazardous Duty for Pregnancy

- A. The City will offer non-hazardous duty for pregnancy from the time the pregnant Unit Member provides written notification from a health care provider of the pregnancy. The written

notification will be provided to the Human Resources Department. At the pregnant Unit Member's request or at the direction of her attending health care provider, the affected pregnant Unit Member will be placed on non-hazardous duty. The pregnant Unit Member will be on non-hazardous duty from the time of her acceptance of such duty until maternity leave begins.

- B. Non-hazardous duty shall mean an assignment within the City in which the pregnant Employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department, then the Human Resources Department will provide the pregnant Unit Member with a non-hazardous duty assignment within the City.
- C. The pregnant Unit Member shall be paid at their conversion pay rate for hours worked in a forty-hour work week subject to the 56 to 40-hour conversion factor in Section 4.8 at the beginning of a pay period. When a Unit Member begins non-hazardous duty in the middle of a pay period, the Unit Member will remain on the 56-hour schedule for payroll processing purposes until the beginning of the next pay period. The Unit Member's time will be supplemented with Administrative Leave hours and/or Premium Pay, if applicable, to ensure pay consistently with the 56-hour schedule. When an Employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56-hour) and non-suppression (40-hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a Unit Member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the Unit Member returns to work without limitation she will be paid at the 56 to 40-hour conversion factor starting at the beginning of a pay period.
- D. Definition and Examples of Hazardous Duty:
 - 1. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
 - 2. Examples of Hazardous Duty (this list is not all inclusive):
 - a) Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke; (toxicity)
 - b) Biological Hazard (Air or Blood borne Pathogens)
 - c) Equipment, axes, chainsaws, ladders, etc. (machinery safety)
 - d) Exposure to treacherous environments that could cause falls, trips and slips
 - e) Traffic Hazards
 - f) Heat Related Illness; (from firefighter gear; can be excessively hot and heavy)
 - g) Falling objects (Walls and ceilings giving way)
 - h) Performing Continuous Cardio Pulmonary Resuscitation (CCPR)
 - i) Psychological Hazards (traumatic and stressful events)

- j) Charged Hoses
- k) Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
- l) Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

Sections 8.12 Holiday Pay

- A. In lieu of a Holiday Bank, the Vacation accrual rate for 56-hour members includes holiday leave. The Vacation accrual rate includes hours for 11 City observed holidays and 1 personal day.
- B. If a 56-hour Unit Member works on a City designated holiday (in accordance with AP-42 holiday schedule), the Unit Member shall receive holiday differential pay equal to one-half of their regular hourly rate in addition to their regular hourly rate for each hour worked on a designated holiday. Holiday hours shall not be calculated as hours worked for the purposes of calculating overtime. A 40-hour unit member who works a 56-hour shift on a City-designated holiday will receive differential pay based on their 56-hour rate.

Below is a list of City designated holidays as of October 31, 2023; however, AP-42 will be the primary source for City designated holidays and is updated prior to the start of each fiscal year:

- 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Memorial Day
 - 5. Juneteenth
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Friday after Thanksgiving Day
 - 11. Christmas Day
- C. If the city adds an additional holiday, both 56-hour and 40-hour Unit Members shall receive 12 hours added to their vacation bank. This includes City Manager approved leave for eligible employees.
 - D. All Unit Members, regardless of shift assignment (i.e. 56-hour vs. 40-hour) will receive an allocation of 33.6 personal leave hours added to their vacation bank at the beginning of each fiscal year on the same schedule as employees not covered by this MOU.

Section 8.13 Presumptive Cancer Leave

A. Purpose

The City of Avondale recognizes the serious impact of occupational cancer on firefighters and is committed to supporting the health, treatment, and recovery of its employees. In addition to benefits provided under Arizona law (A.R.S. § 23-901.01), the City agrees to provide additional paid leave to eligible Unit Members diagnosed with a presumptive cancer who do not qualify for coverage as an occupational disease under State law.

B. Eligibility

To qualify for Presumptive Cancer Leave benefits under this Article, an employee must:

1. Be a full-time firefighter, Fire Engineer, or Fire Captain;
2. Have completed at least twelve (12) months of sworn fire service with the City of Avondale, beginning from the academy start date;
3. Have less than five (5) years of sworn fire service with the City of Avondale;
4. Have a confirmed diagnosis of a Presumptive Cancer as defined in A.R.S. § 23-901.01;
5. Not have an approved Workers' Compensation claim accepted by the Industrial Commission of Arizona (ICA) for the specific Presumptive Cancer diagnosis; and
6. Submit a physician's certification to Human Resources verifying the diagnosis and outlining the anticipated treatment plan.

C. Benefits Provided

1. Leave Allotment

- Unit Members assigned to a 40-hour work schedule shall receive up to 1,040 hours (26 weeks) of paid Presumptive Cancer Leave. In the event a Unit Member is receiving intermittent treatment and/or recovery and remains on a 56-hour work schedule, the number of hours will be pro-rated accordingly.
- Presumptive Cancer Leave is separate from sick leave, vacation leave, or other paid leave types and is provided on a rolling forward calendar year basis for treatment and recovery related specifically to the covered diagnosis.

2. Accruals and Premium Pay

- Unit Members shall continue to accrue sick and vacation leave while using Presumptive Cancer Leave.
- Use of Presumptive Cancer Leave shall be considered an approved leave type for the purpose of qualifying for Premium Pay.

3. Subsequent Leave Options

- Upon exhaustion of Presumptive Cancer Leave, Unit Members may use accrued sick or vacation leave for absences related to ongoing treatment and recovery.
- Once all accruals are exhausted, employees may apply for short-term disability, general leave, or long-term disability as applicable.

D. Process

1. Submit a Presumptive Cancer Leave Request Form to Human Resources with:
 - A physician's diagnosis confirming the Presumptive Cancer; and
 - Documentation verifying the diagnosis meets the statutory definition under A.R.S. § 23-901.01.
2. Human Resources shall verify eligibility and confirm leave approval in coordination with Fire Administration.
3. For tracking purposes, the rolling forward calendar year shall begin on the date of first Presumptive Cancer Leave usage following the physician's diagnosis.
4. Human Resources will coordinate with the Unit Member's supervisor to ensure appropriate timecard management and leave accounting.

E. Coordination with Other Benefits

1. Workers' Compensation
 - If a Unit Member's claim for Presumptive Cancer is later approved by the Industrial Commission of Arizona, the Presumptive Cancer Leave benefit shall be suspended for that diagnosis. Future qualifying diagnoses will be reviewed for eligibility on a case-by-case basis.
2. Family and Medical Leave Act (FMLA)
 - Presumptive Cancer Leave shall run concurrently with FMLA, when applicable.
3. Long-Term Disability
 - Employees may apply for long-term disability benefits while on Presumptive Cancer Leave, consistent with City policy and insurance carrier provisions.

F. Return to Work

1. Prior to returning to duty, employees must provide written medical clearance verifying they are fit for duty and able to perform the essential job functions in accordance with NFPA 1582 standards.
2. The City may, at its discretion, provide a temporary light-duty assignment consistent with medical recommendations and operational needs.

G. Confidentiality

All medical documentation submitted under this policy shall be maintained in a confidential manner and handled in accordance with applicable State and Federal privacy laws.

ARTICLE 9 MEDICAL AND PHYSICAL FITNESS EXAMINATIONS

Section 9.1 Fitness Examinations

- A. During the term of this Memorandum of Understanding the Fire Department will provide Members a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.
- B. If during the mandatory annual physical exam and testing, a Unit Member is restricted from full duty for further evaluation, the Unit Member will be offered the option of working light duty or using sick leave until returned to full duty. The Unit Member must be cleared for the light duty assignment by the physician. The Chief shall consult with Human Resources to determine the applicability of the light duty assignment. If the assessment concludes that the Unit Member is not qualified to perform the essential functions of his/her job, the Chief shall consult with Human Resources to determine the applicability of the Family Medical Leave Act and/or American with Disabilities Act.
- C. Unit Members, who retire will be eligible, upon retirement, for a one-time \$5,000 contribution to a Universal Post-Employment Health Plan, contingent on available funding. This one-time contribution is intended for the reimbursement of an annual medical and physical fitness examination and can be used for other qualified medical expenses.

Section 9.2 Records Storage

The tiered health assessment results are for the Unit Members' benefit and cannot be used for any other purposes. The Employee Involvement Process may continue to discuss this tool. Details of the medical examination will be considered confidential and will not be released to the Fire Department without the express written approval of the patient. The Fire Department will not intimidate, threaten, or take any disciplinary action against a Unit Member who refuses to release his medical records. This prohibition does not apply to the Medical Physical Fitness Examination summary report or the information required by the Retirement Board.

ARTICLE 10 UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

Employees will be paid \$650.00 for uniform allowance, (2) times a year. \$650.00 will be paid by

the second pay period in July and by the second pay period in December of each fiscal year. Clothing damaged while on duty will be replaced on a one for one basis.

ARTICLE 11 PRODUCTIVITY PAY

Section 11.1 Productivity Pay

The completed years of service will be measured as of December 1 of each calendar year. Productivity Pay will be paid by the first pay period in December.

0-10 years:	APFFA members participate in Public Safety Retention Program.
11 – 14 Years:	\$1,750 paid to unit member + \$250 contributed to Universal PEHP
15 – 19 years:	\$2,250 paid to unit member + \$250 contributed to Universal PEHP
20+ years:	\$2,750 paid to unit member + \$250 contributed to Universal PEHP

Section 11.2 Recruitment and Retention Programs

- A. Represented Employees may select to participate in recruitment and retention programs implemented by the City Manager and offered to Represented Employees.
- B. A Represented Employee's participation in additional recruitment and retention programs shall be in accordance with the applicable program's requirements and conditions as outlined in City policies and procedures. The applicable program requirements and conditions may include, but not limited to, the forfeiture of any future Productivity Pay payouts.
- C. If a Represented Employee participates in the Public Safety Retention Program, established in July 2024, and elects to forego their eligibility for Productivity Pay, then the following applies:
 - 1. After making the election to convert from Productivity Pay to the Public Safety Retention Program, the first payout from the Public Safety Retention Program will be reduced by any Productivity Pay received within current cycle period (e.g., Productivity Pay received in cycle 1 years of credited service 1-5 will be deducted from the Public Safety Retention Program payout); and
 - 2. If after the Public Safety Retention Program cycle period payout, the Represented Employee elects to convert back to Productivity Pay, then the Represented Employee forfeits any future participation in the Public Safety Retention Program.

ARTICLE 12
LABOR MANAGEMENT COMMITTEE
Employee Involvement Process (EIP)

Section 12.1 Purpose and Governance of Committee

- A. There shall be an internal Fire Department Labor Management Committee established with five elected executive board members from the IAFF, Local3924 and five administrative members appointed by the Fire Chief. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems. The Fire Labor Management Committee is not an arm of the City Council, nor a public body or committee created by the City Council and shall not report to the City Council.
- B. The Labor/Management Committee will operate from the “Avondale Fire & Medical Labor/Management Process” document that was revised on May 28, 2024.
- C. The Labor/Management Committee will meet at mutually scheduled times monthly.

Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

Section 12.2 Retreat Funds

- A. Funds for the annual EIP labor/management retreat (\$12,000) and the awards banquet (\$7,000) are in the Fire Department budget. Funds can only be re-allocated by mutual agreement of APFFA Local’s President and Fire Chief. No other City department will be allowed to use these funds.
- B. Expenditure of City funds for these functions shall not exceed \$12,000 for the annual labor management retreat and \$7,000 for the annual award banquet unless approved through the City’s budget supplemental request process.

ARTICLE 13
HUMAN RESOURCES LIAISON

Section 13.1 Human Resources Liaison

- A. The Human Resources Department will endeavor to train its Employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.
- B. As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager’s Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

ARTICLE 14 REPRESENTATION RIGHTS

Section 14.1 Representation Rights

The Parties acknowledge the following:

- A. Both Parties recognize the importance of ensuring APFFA members are afforded appropriate rights during the disciplinary process, which includes administrative investigations.
- B. Pursuant to Avondale City Code section 2-60, the City and management have exclusive rights concerning disciplinary actions.
- C. The City's Personnel Policies and Procedures Manual contains Chapter 18 - Discipline which has been adopted by the City Council and sets forth the disciplinary system for City employees, including the members covered by this MOU.
- D. In accordance with City of Avondale Policies & Procedures, Chapter 18 – Discipline:
 - 1. Members are allowed to request representation during an administrative investigation interview.
 - 2. Members will receive reasonable notice prior to an administrative investigation interview.
 - 3. Members are allowed to consult privately with their representatives during the administrative investigation interview.
 - 4. Members are allowed to make a closing statement that will be included in the administrative investigation review.

ARTICLE 15 CLARIFICATION

Section 15.1 Clarification

- A. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined in Article 16, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification.
- B. Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

ARTICLE 16
PROCEDURE FOR ALLEGED BREACH OF MOU

Section 16.1 Procedure

- A. Before initiating the appeal process, a Unit Member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be submitted within seven (7) calendar days of the Unit Member learning of the breach and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the Association will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

ARTICLE 17
SAVINGS CLAUSE

Section 17.1 Savings

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 18
TERM AND EFFECT

Section 18.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2026, and remain in full force and effect until midnight June 30, 2028, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 18.2 Conflict

In the event there is a conflict, priority shall be given in the following order: the Ordinance, the Memorandum, the Chapter and Administrative Policies, and Fire Department Operating Procedures.

Section 18.3 Agreement and Reopener

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened, with the exception of conditions outlined in Article 7 Fiscal Crisis.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____, 2026.

CITY OF AVONDALE

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

By:

By:

RON CORBIN, City Manager

CALEN SMITH, President

ATTEST:

MARCELLA SARMIENTO, City Clerk

ATTACHMENT A
APFFA MOU Wage Table
Fiscal Year 2026 – 2027

Fire Wage Table								
FY26-27								
Firefighter	FY27 Hourly	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus
		Bilingual	Technical Rescue	Paramedic	Technical Rescue & Paramedic	Bilingual & Paramedic	Technical Rescue & Bilingual	Paramedic, Technical Rescue & Bilingual
F51-0	\$22.13	\$23.08	\$23.63	\$25.53	\$27.03	\$26.48	\$24.58	\$27.98
F51-1	\$23.24	\$24.19	\$24.74	\$26.64	\$28.14	\$27.59	\$25.69	\$29.09
F51-2	\$24.40	\$25.35	\$25.90	\$27.80	\$29.30	\$28.75	\$26.85	\$30.25
F51-3	\$25.61	\$26.56	\$27.11	\$29.01	\$30.51	\$29.96	\$28.06	\$31.46
F51-4	\$26.90	\$27.85	\$28.40	\$30.30	\$31.80	\$31.25	\$29.35	\$32.75
F51-5	\$28.23	\$29.18	\$29.73	\$31.63	\$33.13	\$32.58	\$30.68	\$34.08
F51-6	\$29.65	\$30.60	\$31.15	\$33.05	\$34.55	\$34.00	\$32.10	\$35.50
F51-7	\$31.13	\$32.08	\$32.63	\$34.53	\$36.03	\$35.48	\$33.58	\$36.98
Fire Engineer	FY27 Hourly	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus
		Bilingual	Technical Rescue	Paramedic	Technical Rescue & Paramedic	Bilingual & Paramedic	Technical Rescue & Bilingual	Paramedic, Technical Rescue & Bilingual
F55-0	\$32.69	\$33.64	\$34.19	\$36.09	\$37.59	\$37.04	\$35.14	\$38.54
F55-1	\$34.32	\$35.27	\$35.82	\$37.72	\$39.22	\$38.67	\$36.77	\$40.17
F55-2	\$36.04	\$36.99	\$37.54	\$39.44	\$40.94	\$40.39	\$38.49	\$41.89
Fire Captain	FY27 Hourly	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus	Base Plus
		Bilingual	Technical Rescue	Paramedic	Technical Rescue & Paramedic	Bilingual & Paramedic	Technical Rescue & Bilingual	Paramedic, Technical Rescue & Bilingual
F62-0	\$37.84	\$38.79	\$39.34	\$41.24	\$42.74	\$42.19	\$40.29	\$43.69
F62-1	\$39.73	\$40.68	\$41.23	\$43.13	\$44.63	\$44.08	\$42.18	\$45.58
F62-2	\$41.72	\$42.67	\$43.22	\$45.12	\$46.62	\$46.07	\$44.17	\$47.57