



City of Avondale

City Council Meeting

Monday, April 6, 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

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Meeting ID: 287 425 528 182 81 | Passcode: X2AM3GC3

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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, April 6, 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 an Online Request to Speak form (www.AvondaleAZ.gov/RequestToSpeak) at least one hour prior to the start of the meeting. Paper Request to Speak cards are also available at the meeting and should be submitted to staff prior to the start of the meeting.

REGULAR MEETING

5:30 PM

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

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS

a. EMPLOYEE ANNOUNCEMENTS

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

- Bethany Horner, Dispatcher
- Juan Romero, Records Clerk
- Noel Molina, Detention Officer
- Brandi Datcher, Victim Advocate Supervisor
- Evelyn LaCour, Dispatcher
- Kaylee Finklea, SWFAC Therapist
- George Velez, Forensic Interviewer
- Paola Ponce, Dispatcher

b. PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

City Council will present a proclamation recognizing April 12-18, 2026 as the National Public Safety Telecommunicators Week. This item is for discussion only.

c. PROCLAMATION - MONTH OF THE MILITARY CHILD

City Council will present a proclamation recognizing April 2026 as the Month of the Military Child. This item is for discussion only.

d. PROCLAMATION - NATIONAL LIBRARY WEEK AND 2026 BOOKMARK CONTEST

City Council will present a proclamation recognizing April 19th - 25th, 2026 as National Library Week, celebrating the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities. Additionally, City Council will recognize the three winners of the 2026 Bookmark Contest. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the February 18, 2026 Special City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1025-0426 - REPEAL RESOLUTION 1037-0625 AND APPROVE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA FIRE & MEDICAL AUTHORITY AND THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GLENDALE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, AND THE FIRE DISTRICTS OF DAISY MOUNTAIN AND SUN CITY FOR USE OF FIRE APPARATUS

City Council will consider a request to adopt Resolution 1025-0426, authorizing the repeal of Resolution 1037-0625 and approving the Intergovernmental Agreement (IGA) between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2009-0426 - ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS) - APPLICATION PL-26-0048

City Council will hold a public hearing and consider a city-initiated request to adopt Ordinance 2009-0426, to reflect changes in State law related to administrative approvals, allow for continued refinement of the Zoning Ordinance, provide for cross-references, allow for clerical corrections, and address the overall accuracy and usability of the Zoning Ordinance and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. WATER RESOURCES UPDATE

City Council will receive an update from staff regarding the City's diverse water portfolio, the current condition of our water resources, and the planning underway to ensure that our water resources grow with the future of our City. This item is for information and discussion only.

6. REPORTS FROM THE CITY MANAGER

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

(5 minutes)

8. 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)(3) and (A)(7) for discussion with designated representatives of the public body to consider its position and instruct its representatives and for discussion or consultation with the City's Attorney for legal advice and to instruct the City's Attorney regarding negotiations of a lease agreement for the Southwest Family Advocacy Center.

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.b.

SUBJECT: Proclamation - National Public Safety Telecommunicators Week

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will present a proclamation recognizing April 12-18, 2026 as the National Public Safety Telecommunicators Week. This item is for discussion only.

BACKGROUND:

Every year during the second week of April, the telecommunications personnel in the public safety community are honored. This week-long event is a time to celebrate and thank those who dedicate their lives to serving the public.

DISCUSSION:

City Council will present a proclamation recognizing April 12-18, 2026 as the National Public Safety Telecommunicators Week.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution:

Avondale

PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

APRIL 12-18, 2026

Whereas, emergencies that require police, fire or emergency medical services can occur at any time; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who call the Avondale Police Department Communications Center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the Avondale Police Department have contributed substantially to the apprehension of criminals; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims April 12-18, 2026, as National Public Safety Telecommunicators Week in Avondale, in honor of the men and women who diligence and professionalism keep our city and citizens safe.

Proclaimed this 6th day of April 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Month of the Military Child

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Andy Mesquita, HR Director

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will present a proclamation recognizing April 2026 as the Month of the Military Child. This item is for discussion only.

BACKGROUND:

Since 1986, the Department of Defense has recognized military children during the month of April. Because of their service, commitment, and sacrifice to support the military's mission, it is important to honor and celebrate our military's youngest heroes.

DISCUSSION:

The City Council will present a Proclamation recognizing April 2026 as Month of the Military Child.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Aneyssa Romo, Sandra Salas, Dillard Collier

Avondale

PROCLAMATION

MONTH OF THE MILITARY CHILD – APRIL 2026

WHEREAS, since 1986, the Department of Defense has recognized military children during the month of April. Because of their service, commitment, and sacrifice to support the military's mission, it is important to honor and celebrate our military's youngest heroes; and

WHEREAS, April 2026 Month of the Military Child theme is "Celebrating Military Children and Youth: Strength in Every Story." Military children show resilience and quiet strength by adapting to an ever-changing environment defined by service and sacrifice; and

WHEREAS, the children of military service members and veterans face unique challenges and experiences due to their parents' service, including frequent moves, changing schools, and the emotional impact of deployments, reintegration, or an injured or fallen parent, and

WHEREAS, the Month of the Military Child highlights our commitment to providing excellent education, childcare, and youth services to support military children and help them overcome the challenges they face; and

Whereas, the City of Avondale honors and appreciates the military-connected children and families in our community for their positivity, resilience, and the sacrifices they make. We also recognize the dedication of military parents who serve while raising their families.

Whereas, the City of Avondale is proud to be home to many military-connected families, particularly staff members who continue to serve and residents stationed at Luke Air Force Base, one of the largest and most important military installations in the country. Our community has strong ties to the base, and we recognize the sacrifices and resilience of both the military children and the families who serve our nation from this vital installation; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims April 2026 as Month of the Military Child in Avondale and call upon the residents of Avondale to celebrate the challenges and triumphs of our military-connected children.

Proclaimed this 6th day of April 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Proclamation - National Library Week and 2026 Bookmark Contest

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and Libraries Director

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will present a proclamation recognizing April 19th - 25th, 2026 as National Library Week, celebrating the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities. Additionally, City Council will recognize the three winners of the 2026 Bookmark Contest. This item is for discussion only.

BACKGROUND:

National Library Week is celebrated April 19th - 25th with a proclamation and themed days recognizing how libraries enrich lives, foster lifelong learning, and strengthen the community through access to information, resources, and services. National Library Week, observed annually in April and sponsored by the American Library Association (ALA), is a nationwide celebration of libraries and their contributions to education, literacy, and community engagement.

Libraries serve as vital community hubs, providing access to books, technology, programs, and services that support lifelong learning and personal growth.

This week also recognizes the dedication of librarians and library staff who play a critical role in connecting individuals with knowledge and resources. By celebrating National Library Week, we acknowledge the impact of our local libraries in fostering informed, empowered, and connected communities.

The 2026 Bookmark Contest was open to Avondale students in grades Kindergarten through 12th, and the winning bookmarks will be professionally printed with the help of the Municipal Art Committee and will be distributed at the libraries.

DISCUSSION:

Specific 2026 events and topics to be discussed during National Library Week will include:

- Monday, April 20: Right to Read Day, a day for readers, advocates, and library lovers to take action to protect, defend, and celebrate the right to read.
- Tuesday, April 21: National Library Workers Day, a day for library staff, users, administrators, and Friends groups to recognize the valuable contributions made by all library workers.
- Wednesday, April 22: National Library Outreach Day (formerly National Bookmobile Day), a day to celebrate library outreach and the dedicated library professionals who are meeting their patrons where they are.
- Thursday, April 23: Take Action for Libraries Day, a day to rally advocates to support libraries.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Stacy Swainston, Parks, Recreation and Libraries Assistant Director

Avondale

PROCLAMATION

NATIONAL LIBRARY WEEK 2026

Whereas, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery; and

Whereas, libraries serve as vibrant community centers, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

Whereas, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals, regardless of background, have the support they need to learn, connect, and thrive; and

Whereas, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

Whereas, libraries support the opportunity for all individuals to read, learn, and explore a wide range of ideas, fostering access to information and encouraging the open exchange of knowledge.

Whereas, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

Whereas, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week, embracing the theme "Find Your Joy".

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims April 19 – 25, 2026, as National Library Week. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library helps our community find joy.

Proclaimed this 6th day of April 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 4/6/2026

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 approve the February 18, 2026 Special City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the February 18, 2026 Special City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
February 18, 2026

A **Work Session Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 4:30 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Nicholle Harris, City Attorney; and Marcella Sarmiento, City Clerk*.

**Marcella Sarmiento was present for Agenda Item 2. Parliamentary Procedure Training.*

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PARLIAMENTARY PROCEDURE TRAINING

City Council participated in Parliamentary Procedure Training facilitated by Nicholle Harris, City Attorney. This item was for discussion only.

The purpose of parliamentary procedure is to ensure fairness and order, give everyone a voice, keep meetings efficient, and protect minority rights. Parliamentary procedure is outlined in the City Council Rules of Procedure and Robert's Rules of Order, as amended (Robert's Rules).

Ms. Harris provided the proper steps to adopting a motion.

- Seek recognition from the chair or the chair asks for motion
- Verbalize the motion
- Second the motion
- Chair verbalizes the motion
- Debate the motion
- Vote on the motion
- Chair announces the vote

In response to questions by City Council, she confirmed the Chair is permitted to make a motion and all motions should have a second. The action of making a motion and a second shows that at least two members support the discussion and it does not necessarily show support for the item. If the motion does not gain a second, the motion dies and that should be the end of the debate.

Mr. Corbin asked City Council to notify staff when they have a desire to pull an agenda item from the Consent Agenda prior to the meeting to assist staff in meeting preparations. Ms. Harris clarified that a majority vote of City Council is four members, a 2/3 vote is five members of City Council, and a 3/4 vote is six members of City Council.

Ms. Harris reviewed examples of a main motion and examples of amending a pending motion.

3. EFFECTIVE GOVERNANCE TRAINING

City Council participated in Effective Governance Training facilitated by Matt Lehrman, Social Prosperity Partners. This item was for discussion only.

Mr. Lehrman clarified that Mr. Corbin and Ms. Harris were there to observe and would not be participating in the exercises and discussions. The training is exclusively for the City Council.

Mr. Lehrman explained that City Council's authority is collective by design and meant to be exercised together through deliberation and decision, not by one member acting alone. Mr. Lehrman explained the goal of the training is to demonstrate, through a series of interactive exercises, how Councilmembers can effectively work together as a governing body.

Mr. Lehrman led the City Council through a series of questions and exercises to identify how the City Council currently engages with each other and City staff. Mr. Lehrman explained the differences between the City Council's role of determining the "what" and City staff's role of executing the "how." Mr. Lehrman also identified and explained the City Council's various types of leadership styles and how they interact with one another.

City Council participated in an exercise where they identified potential challenges the City and City Council may face in the future. Mr. Lehrman shared his observation that City Council's answers to the questions and their subsequent discussions revealed their differences in interpretation, as well as perspective. Mr. Lehrman reminding the City Council that effective governance begins with a shared understanding of the question or issue itself.

Mr. Lehrman ended the training with a series of questions to assist the City Council in identifying priorities for the City. Mr. Lehrman discussed the differences between ongoing, strategic, and immediate priorities. He stressed the importance of assigning goals to the appropriate category and conveying the same to City staff. Mr. Lehrman encouraged the City Council to focus on identifying three immediate priorities for City staff. After further discussion, housing, public safety, and economic development were identified as immediate priorities for the City Council.

Mr. Lehrman concluded the training by reminding the City Council that effective governance is an ongoing exercise. He encouraged each Council member to use the tools and insight provided as they move forward in their respective roles.

Councilmember Solorio asked if Mr. Lehrman provides “strategic planning” for councils. Mr. Lehrman shared that he has assisted councils with their strategic planning process and would be available to assist as the City Council and Mr. Corbin desire. Council members individually expressed their appreciation for the training.

4. ADJOURNMENT

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

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

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

The meeting was adjourned at 8:32 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 18th day of February 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

Nicholle Harris, Attorney

ITEM NUMBER: 4.b.

SUBJECT: Resolution 1025-0426 - Repeal Resolution 1037-0625 and approve Intergovernmental Agreement between the Arizona Fire & Medical Authority and the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, and the Fire Districts of Daisy Mountain and Sun City for Use of Fire Apparatus

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1025-0426, authorizing the repeal of Resolution 1037-0625 and approving the Intergovernmental Agreement (IGA) between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale Fire and Medical Department has been an active partner with the City of Phoenix Fire Department and partner cities for automatic aid for over 20 years. In addition to response efforts, Avondale may at times need to borrow a response vehicle due to issues with our fleet. This Intergovernmental Agreement (IGA) will allow the named partner cities to provide loaner fire apparatus to the City of Avondale Fire and Medical Department as needed.

On June 16, 2025, Council authorized Resolution 1037-0625 approving the Intergovernmental Agreement (IGA) between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for the use of fire apparatus. After the IGA was approved, the participants to the Agreement made changes to Clauses 1 and 2, requiring this second review and approval.

DISCUSSION:

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

The primary changes to the agreement include the following:

1. Streamlined the loss, damage, and repair provisions. The proposed agreement removes the loss/damage/repair schedule and includes updated language stating that loss and damage are covered by the borrowing agency's insurance. The prior version allowed the parties to assess damages using the formula in the agreement. In the new agreement, any loss and damage will be processed solely through the borrowing agency's insurance.
2. Removed payment default language, since any losses/damages/repairs will be processed through the Parties' insurance.
3. Minor updates to the equipment letter agreement, including repetitive language concerning the equipment return date.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution repealing Resolution 1037-0625 and authorizing the new Intergovernmental Agreement (IGA) between and among the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Peoria, the City of Surprise, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for use of fire apparatus, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Larry Rooney, Kristin Zipprich, Stephanie Cooper

RESOLUTION NO. 1025-0426

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, REPEALING RESOLUTION 1037-0625 APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS AND ADOPTING THIS RESOLUTION TO APPROVE THE NEW AGREEMENT MADE BY THE PARTICIPANTS.

WHEREAS, by Resolution 1037-0625, adopted on June 16, 2025 (the “Prior Resolution”), the Mayor and Council of the City of Avondale, Arizona (the “City Council) approved the Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of Fire Apparatus (the “Agreement”); and

WHEREAS, substantive changes were made by the participants to the Agreement (the “Amended Agreement”), requiring this second review and approval by the City Council; and

WHEREAS, the City Council desires to repeal the Prior Resolution and adopt this Resolution approving the Amended Agreement.

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. Resolution 1037-0625 is hereby repealed.

SECTION 3. The Amended Agreement is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
April 6, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1025-0426

[Agreement]

See following pages.

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

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

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. STATEMENT OF SERVICES

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

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

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted
11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

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

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Governing Law; Forum; Venue:**
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
2. **Implied Terms:**
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

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

4. Third-Party Beneficiary Clause:

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

5. Fund Appropriation Contingency:

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

6. No Joint Venture:

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

7. Assignment and Delegation:

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

8. Independent Contractor Status:

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

9. Workers' Compensation:

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

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

10. Severability.

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

11. Compliance with Laws:

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

12. Drug Free Workplace:

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

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

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

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

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

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

15. Disposition of Property:

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:

With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

2. Insurance for Loaned Equipment:

Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

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

3. Automobile Liability and Physical Damage:

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

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

ARTICLE VI. NOTICES

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

Arizona Fire & Medical Authority

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

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

Avondale Fire & Medical Department

11465 W. Civic Center Dr.
Avondale, AZ 85323

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

Buckeye Fire-Medical Department

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

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

Daisy Mountain Fire and Medical District

41018 N. Daisy Mtn Drive
Anthem, AZ 85086

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

El Mirage Fire-Medical Department

13601 N. El Mirage Rd
El Mirage, AZ 85335

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

Glendale Fire Department

11550 W. Glendale Ave
Glendale, AZ 85307

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

Goodyear Fire Department

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

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

Peoria Fire-Medical Department

8351 W. Cinnabar Ave
Peoria, AZ 85345

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

Sun City Fire and Medical Department

18602 N. 99th Ave
Sun City, AZ 85373

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

Surprise Fire-Medical Department

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

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department

203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

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

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

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE _____

ATTEST:

ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE _____

ATTEST:

BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE _____

ATTEST:

EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE _____

ATTEST:

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE _____

ATTEST:

TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

**PARTNERING AGENCIES
EQUIPMENT USE LETTER**

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

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

Term: This Equipment Use Letter is effective as of _____ and terminates on _____.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date _____

Vehicles Issued By (Sign) _____ Date _____

Borrowing Partnering Agency:

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

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date _____

ITEM NUMBER: 5.a.

SUBJECT: Public Hearing and Ordinance 2009-0426 - Zoning Ordinance Text Amendments – Chapter 28, Article 1 (Administration and Procedures); Article 5 (Special Districts; Overlays) - Application PL-26-0048

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **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 hold a public hearing and consider a city-initiated request to adopt Ordinance 2009-0426, to reflect changes in State law related to administrative approvals, allow for continued refinement of the Zoning Ordinance, provide for cross-references, allow for clerical corrections, and address the overall accuracy and usability of the Zoning Ordinance and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in January 2026.

SUMMARY OF REQUEST:

The purpose of the text amendment is to update sections of the Zoning Ordinance to reflect changes in State law related to administrative approvals. The proposed changes will benefit the community by improving the overall consistency and usability of the Zoning Ordinance.

The proposed Zoning Ordinance text amendments respond to House Bill 2447, passed by the Arizona Legislature and effective from and after December 31, 2025, which authorizes administrative personnel to review and approve site plans and development plans without a public hearing. Under the Zoning Ordinance, procedures have long been established to administratively review and approve site plan and design review

applications, except for development plans in The BLVD zoning district that require Council approval. House Bill 2447 did not contain an exception that allows special districts or areas to continue to approve development plans through non-administrative means. The proposed changes will bring The BLVD zoning district into compliance with State law and streamline procedures by removing the additional steps that require Planning Commission recommendation and City Council approval of The BLVD development plans.

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

Section 28-6 Site plan and design review.

Streamline development review by removing references to Planning Commission recommendation and City Council approval for properties zoned The BLVD.

Section 28-91 The BLVD

Section 28-91(a) Purpose.

Remove references to City Council approval.

Section 28-91(c) Subdistricts.

Remove references to City Council approval under the Gateway District.

Section 28-91(d) Administration.

Remove references to City Council approval. Eliminate language distinguishing between major and minor amendments that are no longer necessary.

Section 28-91(g) Development standards.

Remove references to City Council approval.

Section 28-91(h) Design.

Revise references to the City Council by replacing them with the zoning administrator.

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 in support related to the proposal have been posted on the City's Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On March 18, 2026, the Planning Commission conducted a public hearing on the Zoning Ordinance text amendment request. The Commission asked questions to clarify that the amendment would require development plans in The BLVD zoning district to be approved through an administrative process and would no longer be reviewed by the Commission or City Council. There were no comments offered from the public. After discussion, the Planning Commission passed a motion (5-0 vote) to recommend approval of the Zoning Ordinance text amendment.

DISCUSSION:

Staff recommends approval of the request for the following reasons:

- The proposed text amendment will ensure consistency with State law.
- The proposed text amendment will improve the usability of the code and enhance customer service.
- The proposed text amendment facilitates the streamlined review and approval of development plans in The BLVD.
- 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:

The City Council will conduct a public hearing and adopt an Ordinance, a request for text amendments to the City of Avondale Zoning Ordinance, for the reasons set forth in the staff report.

Contact person for document distribution: Joshua Orton

Article 1 ADMINISTRATION AND PROCEDURES

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 development plan application 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. either approved, approved with conditions, or denied by the development review committee.~~

(B) Any site plan and design review application not ~~requiring planning commission and city council consideration~~ specified in subsection 28-6(g)(1)(A) above shall be either approved, approved with conditions stipulations, or denied by the development review committee.

* * *

* * *

(h) Extension.

(1) Prior to the expiration of the two-year time period, the property owner or authorized representative may submit an application for a site plan and design review extension to the planning division. Extension requests ~~for a site plan and design review originally approved by the city council shall be placed on the next available city council agenda; a site plan and design review originally approved by the development review committee~~ shall be sent to the zoning administrator or designee for review.

(2) A site plan and design review extension shall only be granted if it is determined that all of the following requirements have been met:

(A) The site plan and design review meets the requirements of this ordinance and any other applicable codes, plans and standards in place at the time the site plan and design review extension is requested, unless exempted by the city council.

(B) The applicant has shown good cause for the delay.

(C) The applicant has proposed a timeline to bring about the commencement of construction on the site.

(3) If the required criteria have been met, the ~~city council or~~ zoning administrator or designee, as applicable, may grant a maximum of two (2) extensions, each extension not to exceed a period of one (1) year. If, at the end of the extension period, a building permit has not been issued or is no longer valid, the site plan and design review shall be considered expired.

* * *

28-91 The BLVD District.

(a) Purpose. The BLVD Specific Plan ("The BSP") was created to implement the city council's vision of creating a vibrant, urban, 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. The BLVD Zoning District (The BLVD District, or "The BLVDD") is intended to complete the vision expressed in The BSP by prescribing building form, site design and architectural standards for The BLVD area.

The BLVDD consists of two (2) components ~~approved by the city council~~: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 2-1 of The BSP, containing the basic performance standards and regulations for the respective Subdistricts shown on Figure 2-1 of The BSP and (B) an administratively approved ~~(by the city council)~~, individualized Development Plan that selects the land uses from those allowed in the applicable Subdistrict and organizes such uses into a form-based development plan specific to a site. Accordingly, the Subdistrict categories set forth in section 28-91(c) below are intended to directly relate to and implement the provisions set forth in Section 2.0 of The BSP for the corresponding subdistrict category. The BLVDD 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.

~~* * *~~

- (c) Subdistricts. The BSP 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 BSP for each such subdistrict. The six (6) subdistricts are described below:
- (1) Gateway District. The Gateway District, which features direct frontage on I-10 and offers significant visibility, is designed to accommodate development of commercial uses that will act as catalysts and spur demand for development in the remainder of The BLVD area. Commercial uses that would typically be classified as development catalysts include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital(s), resort hotels, and/or four-story or greater class-A corporate headquarters. In addition to catalyst type uses, dense urban form residential developments (minimum twenty-two (22) dwelling units per acre), 2-3-story mid-rise office, and urban form retail/restaurant uses are appropriate. Industrial uses, such as manufacturing and warehousing, are inappropriate in this district. All 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.

~~* * *~~

- (d) Administration.
- (1) Establishment. The BLVDD zoning may be established on property within The BLVD area, as defined by The BSP Figure 2-1, according to the procedures outlined in section 28-10 of this zoning ordinance.
 - (2) Required development plan. In addition to the approved The BLVD base zoning, ~~an city council~~ approved development plan is required prior to the application for a development permit within The BLVD.
 - (A) Development plans may be filed for all or part of the property zoned or to be zoned The BLVDD. 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 city council shall review and approve, all development plans for properties zoned The BLVDD.~~
 - (B) The ordinance approving the rezoning of a property to The BLVDD 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.
 - (3) ~~Reserved. 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.~~

- ~~(A) Major amendment: Any one (1) of the following shall be considered a major amendment of a development plan:~~
- ~~i. 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 area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the development plan, (ii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the development plan and (iii) in the reasonable opinion of the zoning administrator, the overall character of the development plan, if modified, will remain in substantial conformance with the BSP 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 BSP prior to any city council consideration of the change to the development plan.~~
 - ~~ii. Any change that could have significant negative impact on uses adjoining the development.~~
 - ~~iii. Any change that could have a significant impact on roadways adjacent or external to the development.~~
 - ~~iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.~~
 - ~~v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.~~
- ~~(B) 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.~~

~~***~~

- (g) Development standards. The following development standards shall apply to all development within The BLVDD.

~~***~~

- (4) The following table outlines the minimum development standards within each Subdistrict. Standards in excess of these minimums may be required in accordance with the conditions required of Conditional Use Permits or uses permitted with conditions.

	Gateway	Village	Park Avenue	Residential	Neighborhood	Promenade

Maximum building height	10 stories/110 feet (a)			6 stories/70 feet (b)	2 stories/30 feet	

(a) 11 to 16 stories (maximum 170 feet) may be permitted by the City Council through the Development Plan approval process						

- (h) Design.

* * *

- (3) Exceptions and departures to the design form guidelines (The BSP Section 2.1) or street sections (The BSP Figures 2-1 through 2-8, inclusive) within a Development Plan may be forwarded to the ~~planning commission for review and recommendation, and approved by the city council~~ zoning administrator, which approval may be granted only if the ~~city council~~ zoning administrator finds ~~in its sole and absolute discretion~~ that the project still achieves the overall intent, objectives, and guidelines of The BSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

* * *

ORDINANCE NO. 2009-0426

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 28-6 (SITE PLAN AND DESIGN REVIEW), AND ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS), SECTION 28-91 (THE BLVD DISTRICT).

WHEREAS, the Arizona Legislature passed House Bill 2447, amending ARIZ. REV. STAT. § 9-500.49 and requiring cities and towns to, by ordinance, authorize administrative personnel to review and approve site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats, and plat amendments, without a public hearing; and

WHEREAS, the Council of the City of Avondale (the “City Council”) previously amended the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) to allow for administrative approval of site plans and design review applications, except for in The BLVD zoning district (“The BLVD”) where site plans and development plans still require City Council approval; and

WHEREAS, to comply with ARIZ. REV. STAT. § 9-500.49, the City Council desires to amend the Zoning Ordinance to remove the requirement for City Council approval of site plans and development plans in The BLVD and authorize administrative personnel to review and approve; and

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 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 March 18, 2026, after which the Commission recommended to the City Council that the amendment to the Zoning Ordinance contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on April 6, 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 28-6 (Site plan and design review), subsection 28-6(g)(1)(A) and (B) is hereby amended to read as follows:

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/DEVELOPMENT PLAN applications for ~~properties~~ PROPERTY zoned 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. EITHER APPROVED, APPROVED WITH CONDITIONS, OR DENIED BY THE DEVELOPMENT REVIEW COMMITTEE.~~
- (B) Any site plan and design review APPLICATION not ~~requiring planning commission and city council consideration~~ specified in subsection 28-6(g)(1)(A) above shall be either: approved, approved with stipulations CONDITIONS, or denied by the development review committee.

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-6 (Site plan and design review), subsection 28-6 (h)(1) and (3), is hereby amended to read as follows:

28-6 Site plan and design review.

(h) Extension.

(1) Prior to the expiration of the two-year time period, the property owner or authorized representative may submit an application for a site plan and design review extension to the planning division. ~~Extension requests for a site plan and design review originally approved by the city council shall be placed on the next available city council agenda; a site plan and design review originally approved by the development review committee shall be sent to the zoning administrator or designee for review.~~

...

(3) If the required criteria have been met, the ~~city council~~ or zoning administrator or designee, as applicable, may grant a maximum of two (2) extensions, each extension not to exceed a period of one (1) year. ~~If, at the end of the extension period, a building permit has not been issued or is no longer valid, the site plan and design review shall be considered expired.~~

SECTION 4. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (a), second paragraph, is hereby amended to read as follows:

28-91 The BLVD district.

....

The BLVDD consists of two (2) components ~~approved by the city council~~: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 2-1 of The BSP, containing the basic performance standards and regulations for the respective Subdistricts shown on Figure 2-1 of The BSP and (B) an administratively approved ~~(by the city council)~~, individualized Development Plan that selects the land uses from those allowed in the applicable Subdistrict and organizes such uses into a form-based development plan specific to a site. Accordingly, the Subdistrict categories set forth in section 28-91(c) below are intended to directly relate to and implement the provisions set forth in Section 2.0 of The BSP for the corresponding subdistrict category. The BLVDD 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.

SECTION 5. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (c)(1), is hereby amended to read as follows:

28-91 The BLVD district.

...

(1) Gateway District. The Gateway District, which features direct frontage on I-10 and offers significant visibility, is designed to accommodate development of commercial uses that will act as catalysts and spur demand for development in the remainder of The BLVD area. Commercial uses that would typically be classified as development catalysts include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital(s), resort hotels, and/or four-story or greater class-A corporate headquarters. In addition to catalyst type uses, dense urban form residential developments (minimum twenty-two (22) dwelling units per acre), 2-3-story mid-rise office, and urban form retail/restaurant uses are appropriate. Industrial uses, such as manufacturing and warehousing, are inappropriate in this district. All 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.

SECTION 6. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (d)(2)(A), is hereby amended to read as follows:

28-91 The BLVD district.

(d) Administration.

...

(2) Required development plan. In addition to the approved The BLVD base zoning, a ~~city council~~ AN approved development plan is required prior to the application for a development permit within The BLVD.

(A) Development plans may be filed for all or part of the property zoned or to be zoned The BLVDD. 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 city council shall review and approve, all development plans for properties zoned The BLVDD.~~

SECTION 7. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (d)(3) is hereby deleted in its entirety and reserved for future use.

SECTION 8. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (g)(4) is hereby amended to read as follows:

28-91 The BLVD district.

...

(4) The following table outlines the minimum development standards within each Subdistrict. Standards in excess of these minimums may be required in accordance with the conditions required of Conditional Use Permits or uses permitted with conditions.

	Gateway	Village	Park Avenue	Residential	Neighborhood	Promenade
...						
(a) 11 to 16 stories (maximum 170 feet) may be permitted by the City Council through the Development Plan approval process						
...						

SECTION 9. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 5 (Special Districts; Overlays), Section 28-91 (The BLVD District), subsection (h)(3) is hereby amended to read as follows:

28-91 The BLVD district.

(h) Design.

...

(3) Exceptions and departures to the design form guidelines (The BSP Section 2.1) or street sections (The BSP Figures 2-1 through 2-8, inclusive) within a Development Plan may be forwarded to the ~~planning commission for review and recommendation, and approved by the city council~~ ZONING ADMINISTRATOR, which approval may be granted only if the ~~city council~~ ZONING ADMINISTRATOR finds ~~in its sole and absolute discretion~~, that the project still achieves the overall intent, objectives, and guidelines of The BSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

SECTION 10. 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 11. 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, April 6, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.b.

SUBJECT: Water Resources Update

MEETING DATE: 4/6/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

The City of Avondale manages its water resources to ensure a safe, reliable and sustainable water supply for current and future customers. This is done through planning, conservation, outreach, education, and sound water management principles that protect the City's Designation of Assured Water Supply (DAWS).

PURPOSE:

City Council will receive an update from staff regarding the City's diverse water portfolio, the current condition of our water resources, and the planning underway to ensure that our water resources grow with the future of our City. This item is for information and discussion only.

BACKGROUND:

The City of Avondale has one of the most unique water portfolios in the Southwest. Providing a reliable and sustainable water supply is a priority for Avondale and requires constant monitoring, planning and partnering to meet current and future water demands. Effective strategies and projects are underway to ensure the City of Avondale can provide safe, sufficient, and sustainable water supplies to our customers now and into the future.

DISCUSSION:

This update will report on: the condition and current demand on the City's water resources; the current state of drought in the southwest and condition of the Colorado River; proposed water-related legislation within the State of Arizona; efforts underway to renew the City's Designation of Assured Water Supply; water quality; and projects that will enhance the City's water resource portfolio.

The information presented will lead to discussions to assist the Mayor and Council in making informed decisions regarding the City's operations, development, future studies and partnership opportunities, along with capital improvement and resource investments as they relate to our water resources and infrastructure.

The Public Works Department manages the City's water portfolio and delivery of water services with the highest regard to public health and safety, meeting all local, state and federal regulations with the highest standards for customer service. Additionally, we understand that sustainable community development is only possible with adequate water supplies to meet those needs for future growth. Thus, this current update is especially important as the conditions of the Colorado River system and overall climatic conditions continue to morph and potentially impact our future renewable water supplies.

BUDGET IMPACT:

For information and discussion only; there is no request for budgetary allowances with this item.

RECOMMENDATION:

No Council action is required. This item is for discussion only.

Contact person for document distribution: Eric Bay, Cole Pihl