



City of Avondale

City Council Meeting

Monday, May 18, 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

Dale Nannenga, Assistant City Manager | Katie Gregory, Assistant City Manager

Jennifer Stein, 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: 211 890 972 410 29 | Passcode: kc39th3r

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City Council Meeting Notice & Agenda Monday, May 18, 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. PROCLAMATION — MENTAL HEALTH AWARENESS MONTH

City Council will present a proclamation recognizing May 2026 as Mental Health Awareness Month. This item is for discussion only.

b. PROCLAMATION — NATIONAL WATER SAFETY MONTH

City Council will present a proclamation recognizing May 2026 as Water Safety Month. This item is for discussion only.

c. PROCLAMATION — NATIONAL PUBLIC WORKS WEEK

City Council will present a proclamation recognizing May 17 through May 23, 2026, as Public Works Week. This item is for discussion only.

d. CITIZEN'S WATER ACADEMY RECOGNITION

The 2026 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. 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 April 20, 2026, City Council meeting minutes. The Council will take appropriate action.

b. SERIES 7 (BEER AND WINE BAR) AND SERIES 12 (RESTAURANT) LIQUOR LICENSE — GAME-ON GOLF & LOUNGE

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 7 (Beer and Wine Bar) and Series 12 (Restaurant) Liquor License submitted by Maher Nawfal Ghazool for the sale of alcohol at Game-On Golf & Lounge located at 645 N Avondale Blvd #100 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE — THAI ORCHID GARDEN

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Piya Rajcharoen for the sale of alcohol at Thai Orchid Garden located at 12725 W Indian School Rd A-104 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SERIES 12 (RESTAURANT) LIQUOR LICENSE — GYROS AND MORE

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Luis Antonio Castillo for the sale of alcohol at Gyros and More located at 1467 N Dysart Rd #107 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1031-0526 – INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR DESIGN, ROW ACQUISITIONS, CONSTRUCTION, AND MAINTENANCE OF A ROADWAY WIDENING PROJECT ON LOWER BUCKEYE ROAD, FROM LITCHFIELD ROAD TO 107TH AVENUE

City Council will consider a request to adopt Resolution 1031-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the design, ROW acquisitions, construction, and maintenance of a roadway widening project on Lower Buckeye Road between Litchfield Road and 107th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1032-0526 – INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE PROCUREMENT AND INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEMS AT INTERSTATE 10 AND DYSART ROAD, INTERSTATE 10 AND 107TH AVENUE, AND INTERSTATE 10 AND 99TH AVENUE

City Council will consider a request to adopt Resolution 1032-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at the Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue intersections, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. CONSENT AGENDA (CONTINUED)

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.

g. RESOLUTION 1033-0526 - AMENDED INTERGOVERNMENTAL AGREEMENT WITH VARIOUS AGENCIES FOR THE WEST VALLEY SEX TRAFFICKING TASKFORCE

City Council will consider a request to adopt Resolution 1033-0526, authorizing an amended Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office. The amended IGA provides a continuation of operations for the West Valley Sex Trafficking Task Force under the previously amended DEMA grant and authorizes the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1034-0526 - SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council will consider a request to adopt Resolution 1034-0526, amending the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1035-0526 - AUTHORIZING GRANT ACCEPTANCE FROM MARICOPA ASSOCIATION OF GOVERNMENTS FOR PM-10 STREET SWEEPER GRANTS FUNDING

City Council will consider a request to: a) adopt Resolution 1035-0526, accepting grant funding from the Maricopa Association of Governments for the FY2026 PM-10 Certified Street Sweeper Program in an amount not to exceed \$840,276 for two replacement street sweepers; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS (5 minutes)

6. 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) for discussion of the evaluation and salary of the City Attorney.

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: Proclamation — Mental Health Awareness Month

MEETING DATE: 5/18/2026

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 May 2026 as Mental Health Awareness Month. This item is for discussion only.

BACKGROUND:

May is recognized as “Mental Health Awareness Month,” a time to raise awareness, reduce stigma, and educate the public about the importance of mental well-being.

DISCUSSION:

The City Council will present a Proclamation recognizing May 2026 as Mental Health Awareness Month.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Aneyssa Romo, Sandra Salas

Avondale

PROCLAMATION

MENTAL HEALTH AWARENESS MONTH

Whereas, May is recognized as “Mental Health Awareness Month” a time to raise awareness, reduce stigma, and educate the public about the importance of mental well-being; and

Whereas, for more than 20 years, the Substance Abuse and Mental Health Services Administration (SAMHSA) has recognized Mental Health Awareness Month each May to highlight the vital role mental health plays in overall well-being, while providing resources, support, and education to individuals and communities; and

Whereas, mental health is an essential part of overall health, and millions of Americans, including one in five adults and one in seven youth, experience a mental health challenge annually; and

Whereas, while mental health conditions can deeply affect individuals, families, and communities, they can be treated, managed, and prevented through timely intervention, support, and education; and

Whereas, the City of Avondale is committed to fostering a supportive environment that prioritizes mental well-being, promotes access to mental health services, and empowers residents to live a fulfilling and healthy life; and

Whereas, during Mental Health Awareness Month, the City recognizes the importance of open dialogue about mental health, offers support to those facing mental health challenges, and encourages individuals in need to seek help from professionals, loved ones, and community resources; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims the month of May 2026 as Mental Health Awareness Month in the City of Avondale.

Proclaimed this 18th day of May 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.b.

SUBJECT: Proclamation — National Water Safety Month

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation & Libraries Director

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will present a proclamation recognizing May 2026 as Water Safety Month. This item is for discussion only.

BACKGROUND:

National Water Safety Month is an annual awareness campaign coordinated by the Pool & Hot Tub Alliance with support from the American Red Cross, National Drowning Prevention Alliance, National Recreation and Park Association, and the World Waterpark Association.

The Proclamation recognizes the following:

- The vital role swimming and aquatic-related activities play in maintaining good physical and mental health, as well as enhancing the quality of life.
- The crucial part water safety education plays in preventing drownings and recreational water-related injuries.
- The recognition of ongoing efforts in educating the public on pool, hot tub, and spa safety issues and initiatives by the pool, spa, water park, recreation and parks industries.
- The importance of communicating water safety rules and programs to families and individuals of all ages.

DISCUSSION:

As we approach the 2026 summer season, the Avondale Aquatic Center will continue to provide valuable learn-to-swim services. Having a local amenity of this kind not only promotes water safety and well-being but

also strengthens community connections and supports lifelong healthy habits.

Aquatic programs and topics include:

- **Tuesday, May 5:** The first session of Swim Lesson classes began. Families are invited to dive into a world of aquatic excellence this summer with a comprehensive swim lesson program, catering to all ages and swim levels. The swim lesson program will combine skill-building, safety, stroke development, and water fun.
- **Saturday, May 23:** Avondale Aquatic Center launches summer hours and welcomes residents.
- **Friday, June 12 | Friday, July 17:** Dive-In Movie Nights will take place on two evenings this summer.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for discussion only.

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

Avondale

PROCLAMATION

NATIONAL WATER SAFETY MONTH

Whereas, swimming and aquatic-related activities play a vital role in maintaining good physical and mental health and enhance the quality of life for all people; and

Whereas, water safety education is essential to prevent drowning and recreational water-related injuries; and

Whereas, awareness of the contributions made by the recreational water industry, as represented by the organizations involved in the National Water Safety Month Coalition in developing safe swimming facilities, aquatic programs, home pools and spas, and related activities providing healthy places to recreate, learn, grow, build self-esteem, confidence and sense of self-worth which contribute to the quality of our life in our community; and

Whereas, understanding the vital importance of communication of water safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to water parks.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims May 2026 as National Water Safety Month and do urge all those in the City of Avondale to support, educate and promote observance.

Proclaimed this 18th day of May 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Proclamation — National Public Works Week

MEETING DATE: 5/18/2026

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 Area:

- **Connected and Engaged Community**— Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.
 - The recognition of Public Works Week informs the community about the public works industry and the professionals who provide critical services that Make Lives Better in Avondale.
-

PURPOSE:

City Council will present a proclamation recognizing May 17 through May 23, 2026, as Public Works Week. This item is for discussion only.

BACKGROUND:

National Public Works Week started as an education campaign in 1960 and received federal recognition when, in 1962, President John F. Kennedy issued a proclamation designating the third week of May as National Public Works Week. Each year, the American Public Works Association creates a theme for National Public Works Week. This year's theme is "Rooted in Service, Powered by Community". Public Works Week runs from May 17-23, 2026.

DISCUSSION:

This year's theme, "Rooted in Service, Powered by Community," acknowledges that the roots of service run deep in public works. It's what has propelled public works innovations that have helped our communities evolve into places where people can lead lives of purpose and possibility. Some work—like building roads and bridges—is highly visible, while other public works contributions—like maintaining water and sewer systems—are sometimes hidden from view. Together, these efforts form the foundation of thriving communities, reminding us that every project, seen or unseen, powers the connection between service and the people it supports.

The public works industry encompasses many areas, including but not limited to streets and transportation, utilities, fleet services, building maintenance, and solid waste, and incorporates city, county, state, and federal

programs, as well as the consulting and contracting community. In Avondale, public works-related services are provided by the Public Works Department, as well as members of the Facilities, Engineering, and the Parks, Recreation and Libraries Departments. The Avondale Public Works Department encompasses 128 full-time employees who provide services, outreach, and education. Many of Avondale's public works employees hold multiple certifications, degrees, and/or licenses related to their field of practice. The department proudly educates the community through city events, the Citizen's Water Academy, and the Citizen's Leadership Academy.

National Public Works Week is the time when we can recognize and honor the men and women of the public works industry who work hard to Make Lives Better in Avondale.

BUDGET IMPACT:

None.

RECOMMENDATION:

The Public Works Department appreciates the Mayor and City Council reading the proclamation for National Public Works Week in Avondale, AZ.

Contact person for document distribution: Suzie Hunter

Avondale

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

WHEREAS, the City of Avondale Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Avondale; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the residents, civic leaders, and children in Avondale to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims the week of May 17–23, 2026, as National Public Works Week. I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Proclaimed this 18th day of May 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Citizen's Water Academy Recognition

MEETING DATE: 5/18/2026

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:

- **Connected and Engaged Community**– Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.
 - The Citizen's Water Academy engages and educates residents about the utility services that they use every day, often without a thought about how those services are delivered.

- **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.
 - The Citizen's Water Academy participants develop community pride, knowing that Avondale has well-run utility operations maintained by dedicated employees who serve the community every day.

PURPOSE:

The 2026 Avondale Citizen's Water Academy graduates will be recognized for completion of the program. This item is for discussion only.

BACKGROUND:

The five-session Citizen's Water Academy offered a comprehensive look at Avondale's water and wastewater systems, water portfolio, water conservation and sustainability. Participants actively engaged with the City professionals that plan, build, protect and deliver services for Avondale's vast water and wastewater infrastructure. Participants experienced behind-the-scenes tours of Avondale's water reclamation facility, aquaculture center, wetlands and recharge facility, and participated in hands-on activities that provided a glimpse at what the City's water and wastewater professionals do every day.

DISCUSSION:

The Avondale Citizen's Water Academy participants will be recognized for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

Contact person for document distribution: Eric Bay, Public Works Assistant Director

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Jennifer Stein, 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 April 20, 2026, 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 April 20, 2026 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 20, 2026

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

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

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

*Councilmember Solorio and Councilmember White attended virtually.

Members Absent: None.

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

Audience: Approximately 75 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION – NATIONAL VOLUNTEER WEEK 2026

City Council presented a proclamation recognizing April 19-25, 2026, as National Volunteer Week. This item was for discussion only.

b. PROCLAMATION – NATIONAL CRIME VICTIMS' RIGHTS WEEK 2026

City Council presented a proclamation recognizing April 19-25, 2026, as National Crime Victims' Rights Week. This item was for discussion only.

c. AVONDALE FIRE AND MEDICAL CITIZEN'S ACADEMY

The 2026 Fire and Medical Citizen's Academy graduates were recognized for completion of the program. This item was for discussion only.

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

City Council recognized students from schools located in the City of Avondale for their character and achievement. This item was for discussion only.

e. AVONDALE BUSINESS SPOTLIGHT PROGRAM AWARD

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

3. UNSCHEDULED PUBLIC APPEARANCES

Mona Lopez, non-resident, expressed concern regarding her family's home that was recently condemned. She expressed concern regarding the property being deemed part of the City of Avondale as she believed it should have stayed deemed a "Town" and separate from the incorporated City of Avondale.

The following public comment was received prior to the meeting from an anonymous email address:

- *Hello, Recently, the Avondale Mayor and City Council have been discussing the upcoming 2026–2027 budget and have proposed cuts to several community programs. These reductions include shortening festivals by one day, scaling back park events, and decreasing the council's discretionary funds. As a concerned citizen, I reviewed the agenda for the upcoming council meeting and noticed that, alongside recommending a budget that includes these cuts, there will also be an executive session to discuss the city manager's salary. This comes at a time when the city manager is reportedly pursuing another position and is currently a finalist for the Town of Gilbert. I find this concerning. While programs that directly impact residents are being reduced, there appears to be consideration of increasing compensation for the city manager. The Mayor and Council represent the taxpayers, and I believe decisions about public funds should reflect the community's priorities. I am also concerned about whether budget decisions are being applied consistently across all partnerships and organizations the city supports. It is important that funding choices are made transparently and equitably, without the appearance of favoritism, and in a way that aligns with how surrounding cities are managing similar priorities. Overall, I'm concerned about how this appears to the public and would appreciate greater transparency and clear justification for these decisions.*

4. RECESS INTO EXECUTIVE SESSION

Councilmember Garcia moved to recess the Regular Meeting and hold an Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning pending litigation and settlement discussions in the matter of Charles Montoya v. City of Avondale, et.al; Councilmember Conde 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

City Council reconvened the Regular Meeting at 6:41 p.m.

5. CONSENT AGENDA

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

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

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

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

a. QUARTERLY BUDGET TRANSFER

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

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

City Council authorized a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain (FACILITY) crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. THIRD AMENDMENT TO THE LEASE AGREEMENT WITH BFI PEBBLE CREEK, LLC FOR THE SOUTHWEST FAMILY ADVOCACY CENTER

City Council approved a Third Amendment to the Lease Agreement with BFI Pebble Creek, LLC for the Southwest Family Advocacy Center, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. SETTLEMENT AND PAYMENT FOR THE CLAIM OF CHARLES MONTOYA

City Council approved a settlement in the amount of \$250,000 in the matter of Charles Montoya and authorized the City Attorney to execute the settlement agreement.

6. REGULAR AGENDA

Note from the City Clerk: Agenda Items 6a and 6b were presented together and voted on separately.

a. PUBLIC HEARING AND RESOLUTION 1026-0426 - CERRO VISTA MINOR GENERAL PLAN AMENDMENT - APPLICATION PL-25-0217

b. PUBLIC HEARING AND ORDINANCE 2010-0426 - CERRO VISTA PLANNED AREA DEVELOPMENT REZONING - APPLICATION PL-25-0218

Senior Planner Cole Hunger presented a request by Carolyn Oberholtzer of Bergin, Frakes, Smalley and Oberholtzer for a Minor General Plan Amendment and Rezone for Cerro Vista. The site is an approximately 10.1-acres located at 12104 West Van Buren Street, annexed in May 1978. The request includes a Minor General Plan Amendment to change the General Plan 2030 Land Use Map designation from High Density Residential to Medium/High Density Residential. A Rezone from R-4 Multi-Family Residential to Cerro Vista Planned Area Development (PAD) with underlying R-3 Multi-Family Residential zoning to allow development of a 99-unit, single-story, condo-platted residential community with detached single-family homes.

Mr. Hunger reviewed surrounding properties, which include Fairway Commerce Center, Coldwater Springs Apartments, Highland Preparatory Academy, River Crossing Self-Storage, and existing single-family neighborhoods. Surrounding land use designations include business park, education, high density residential, and medium/high density residential.

He noted the Minor General Plan Amendment would reduce allowable density from 12–30 dwelling units per acre to 4–12 dwelling units per acre. The property was previously rezoned in 2021 for a 249-unit apartment project that was never developed.

Proposed deviations from R-3 standards include reduced front and rear yard setbacks, reduced maximum units to one unit per 4,450 square feet, reduced landscape setback along Corporate

Drive, reduce minimum common open space, substitution of the required clubhouse and pool with a central community hub, and substitution garage requirement with two open and one covered parking spaces per unit.

Mr. Hunger reviewed the site plan for the 99 single-story detached condo units, noting four-floor plans and three elevation schemes to avoid repetitive home designs. Amenities include a central community hub, walking paths, storage, and workstation. Primary access is from Van Buren Street, with secondary access from Corporate Drive.

Staff found the Minor General Plan Amendment met the four required findings, established by the Avondale General Plan 2030. The plan supports a variety of housing types, infill development opportunities, compatibility with surrounding uses, adequate infrastructure capacity, reduced traffic volumes due to lower density. Staff also found the Rezone met all five PAD findings, established by the Avondale Zoning Ordinance for PADs by aligning with General Plan 2030 housing goals and providing unique ownership opportunities that support housing diversity and workforce housing. The project will meet R-3 standards with requested deviations. The Development shall follow the Zoning Code Subdivision Regulations Applicable Design Manuals and other regulations, unless modified.

A neighborhood meeting was held on February 11, 2026, with one Councilmember in attendance. Discussion focused on ownership, pricing, unit size, landscape maintenance, and the potential for a condo owners association. The applicant indicated the project is for condo ownership with an approximate cost of \$350,000 for two- or three-bedroom units between 880 to 1,270 square feet. The applicant confirmed the development of a condo owners association that will handle common space landscape maintenance.

This item went before the Planning Commission for a Public Hearing on March 18, 2026. Commissioners raised questions about traffic impacts at the intersection of Corporate Drive and Fairway Drive. Staff indicated a future signal is planned at that intersection but noted the projected is a decrease in density from what was previously approved for the site. In addition, the applicant provided a full traffic impact analysis, and the project will target roadway enhancements including a left lane and deceleration lane on Corporate Drive.

No public comments were received during the hearing, and the Planning Commission passed a Motion to Recommend both projects for approval with a 5-0 vote. Since this meeting two public comments have been received on Avondale Connect expressing concern about traffic strain, the lack of traffic signals and pedestrian safety for nearby schools.

Mayor Pineda and Councilmembers were given an opportunity to ask questions or comment.

Councilmember Weis asked whether a deceleration lane would be added to Van Buren Street, and Mr. Hunger confirmed that it would. Councilmember Garcia inquired whether there was any assurance the proposed units would not be used as rentals. Mr. Corbin stated that staff did not have the authority to legislate such restrictions. Carolyn Oberholtzer, representing the applicant Lennar Homes – Single Family Homes Division, explained that the homes are intended to be for-sale products; however, Fair Housing laws limit the applicant’s ability to regulate future rental activity. She noted that the PAD includes a stipulation requiring the condominium plat to be recorded prior to building permit issuance to support affordability as part of Lennar’s Dream Series, with the goal of creating attainable homeownership opportunities for middle-income buyers. Mayor Pineda commented that previous projects initially proposed as for-sale units had ultimately shifted to rental products. Councilmembers Weise, Solorio, White, and Vice Mayor Nielson expressed appreciation for the quality of the project and the opportunity it presents for Avondale residents.

Mayor Pineda opened the public hearing for 6a and did not receive any requests to speak. Mayor Pineda closed the public hearing.

Mayor Pineda opened the public hearing for 6b and did not receive any requests to speak. Mayor Pineda closed the public hearing and opened the floor for comments from Council.

Mayor Pineda commented it takes a community to ask and require a variety of options for home buyers, residents, and renters. When this project was first discussed it was exciting to learn it was a for-sale project and affordability meant more than a garage. Everywhere he goes Lennar’s Dream Series that will be coming to Avondale is discussed and the opportunity for younger residents to buy their first home, put roots down, and create generational wealth.

Vice Mayor Nielson spoke of the added savings in travel time and transportation costs for those who work in Phoenix but had to go to Maricopa to find affordable housing opportunities.

Councilmember Garcia shared her opportunity to purchase a Lennar home when she was a younger single mother. Further elaborating on the importance of educating the public by asking questions during Council meetings and getting detailed explanations.

Vice Mayor Nielson moved to adopt Resolution 1026-0426, approving Application PL-25-0217, a request for minor General Plan Amendment to change the land use designation from High Density Residential to Medium High Density Residential, for the reasons set forth in the staff report and authorize the Mayor or City Manager, City

Attorney and City Clerk to execute the necessary documents; Councilmember Weise seconded the motion.

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

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

Councilmember Garcia moved to adopt Ordinance 2010-0426, approving Application PL-25-0218, a request for rezone from R-4 Multi-Family Residential to Cerro Vista Planned Area Development with underlying zoning of R-3 Multi-Family Residential to facilitate the development of a 99-unit single-story, condo-platted residential project with detached single-family homes, subject to the seven (7) conditions of approval as set forth in the staff report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Conde 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

c. **PUBLIC HEARING AND ORDINANCE 2011-0426 - ROSILIAN VILLAS MAJOR PLANNED AREA DEVELOPMENT AMENDMENT - PL-25-0250**

Senior Planner Cole Hunger presented a request submitted by Michelle Santoro of Gammage & Burnham for a Major Planned Area Development (PAD) amendment for the Rosilian Villas project. The 24.89± net-acre site, located at the southwest corner of Dysart Road and Van Buren Street and annexed in 1960.

The property was rezoned in 2020 to Avondale Townhomes on Dysart PAD for a 296-unit single-family attached town home community, with a C-1 Neighborhood Commercial parcel at the northwest corner of the PAD. A minor amendment was approved in 2021. The proposed amendment would change the Avondale Townhomes on Dysart PAD to the Rosilian Villas PAD with underlying R-3 Multi-Family Residential zoning and facilitate development of a 291-unit duplex community.

Mr. Hunger reviewed surrounding land uses, which include multi-tenant auto sales, the Avondale Shopping Center, Madison Heights multi-family development, commercial uses, the Agua Fria Storage Center, Estrella Villa Mobile Home Park, and the Estrella Health and Rehabilitation Center. Surrounding zoning consists of C-2 Community Commercial and R-3 Multi-Family Residential. The C-1 zoning attached to the site will remain unchanged.

The proposed General Plan Land Use designation is Medium-High Density Residential, allowing 4–12 dwelling units per acre. Requested deviations include replacing the single-family townhome land use with multi-family residential duplex use; attached residential units, and substituting the required garages with a combination of covered and uncovered parking spaces.

Mr. Hunger described the proposed 3 and 4 bedroom units and site amenities, including a community hub, community common area, and walking paths. The primary access is from Dysart Road, with secondary access from 4th Street. A detailed review of the site plan will occur during the administrative approval process.

Staff finds the request consistent with the Avondale Zoning Ordinance, the General Plan 2030 land use and housing goals, and the City's objectives for providing a variety of housing types, including workforce housing. The proposal meets PAD and subdivision requirements, applicable design standards, and infrastructure needs, with all necessary public improvements either existing or to be constructed by the developer.

A neighborhood meeting was held on January 20, 2026, with two attendees. Discussion included income restrictions, estimated rents, amenities, open space, and accessibility. The applicant advised the units would be restricted to sixty percent of the area median income and reviewed the open space locations and provided amenities, further noting the accessible units would be on the first floor only. One comment submitted through Avondale Connect expressed concern about the lack of homeownership opportunities and the desire for a new grocery store in Avondale.

This item went before the Planning Commission for a Public Hearing on March 18, 2026. Commissioners raised questions related to the installation of the traffic signal on 4th Street and Van Buren Street, which staff advised an installation date had not been set. However, there is a condition for a signal contribution prior to the issuance of the first significant occupancy. Another question related to the intended residents, with staff clarifying the project, is for workforce housing. The applicant added the project will be for low-income tax credit housing and deed restricted for 30 years. No public comments were made during this public hearing. The Planning Commission passed the motion to recommend approval to City Council with a 5-0 vote.

Mayor Pineda and Councilmembers were provided an opportunity to comment or ask questions.

Councilmember Conde inquired if this would be a gated community, a deceleration lane would be added to Dysart Rd, confirmed the only entrance and exits are on Dysart Road and 4th Street, and if there will be pedestrian gates at the north and south of the property. Mr. Hunger advised the project did not propose gates but there is space for them if wanted in the future, a deceleration lane will be added on Dysart Road, the entrances and exits are correct, and no pedestrian gates are noted.

Councilmember Solorio commented on the benefits this project along with the low-income tax credit will provide to military families. Everyone deserves a home, and the ideal situation would be to buy a home, but it is not realistic.

Councilmember Weis inquired if there is a plan to install a traffic light on Dysart Road and Washington. Mr. Hunger advised the traffic impact statement and the traffic engineer found that intersection currently does not warrant a light.

Councilmember Conde asked if a traffic light would be installed at the intersection of 4th Street and Van Buren Street. Mr. Hunger confirmed one of the conditions of approval is contribution to a signal there.

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

Councilmember Conde commented on the benefit this housing will provide for many people in the community where rents are currently around \$2,500 or multi-generations residing in the same home to make it affordable.

Councilmember Weise commented on the location and hopes it brings additional development of 3 and 4 bedroom homes.

Councilmember White commented on the importance of providing affordable entry level housing for west valley community members.

The Mayor shared that he agrees residents need a range of housing options, acknowledging homeownership is not realistic for everyone, and understands the appeal and demand for multifamily housing. He noted the previously approved for-sale affordable housing project demonstrates Avondale's ability to attract different types of housing, other than multifamily rentals. Reflecting on his campaign, he recalled residents expressed concerns with traffic congestion and an excess of apartment complexes. Further, traffic impacts on Dysart Road, that already experienced delays, with an additional 291 units, would compound congestion. While

this proposal is not market rate, the city must carefully consider the overall balance of the housing supply. Mayor Pineda noted past councils supported starter and affordable homes with minimal executive-style housing or large lot developments.

The Mayor questioned when West Valley communities will begin prioritizing affordable homeownership rather than additional affordable rental units. He added that multifamily developments increase pressure on city services while generating no property tax revenue, which is an important factor when evaluating new proposals. He reiterated he is not opposed to multifamily housing in general but believes it is time for the city to shift its focus. He concluded by noting that, as one member of the council, he supports expanding affordable homeownership opportunities rather than adding more affordable rental projects.

Councilmember Conde moved to adopt Ordinance 2011-0426, approving Application PL-25-0250, a request for a Major PAD Amendment for Rosilian Villas to facilitate development of a 291-unit duplex project, subject to the seven (7) conditions of approval as set forth in the staff report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action; Councilmember Weise seconded the motion.

Upon vote, the motion was carried unanimously 5 to 2.

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

d. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S RECOMMENDED BUDGET

Renee Weatherless, Finance and Budget Director, presented a general overview of the City Manager's proposed budget for fiscal year 2027 (FY2027). She began by recapping the budget process that began in November 2025 with Council's Budget Discussion / Staff Retreat to the City Council meeting in March 2026 where funding and priorities were discussed.

Changes that have been incorporated into the FY2027 Budget since March 2026 were reviewed and discussed.

1. Carryover: estimated spending for FY2026 continues to be finalized adjusting FY2027 Budget for money that is not spent during FY2026 must be pushed into the next year.
2. Updated Detailed Projects within the asset replacement CIP and balanced transfers between funding sources

3. Contingency Budgets: Added these per the Financial Policy, when changes are made to the budget we must updated the indirect costs that allocate overhead costs to various funding sources
4. Council's Direction in March
 - a. Added Internal Audit Consultant
 - b. Included funding for election expenses
 - c. Removed the NASCAR Sponsorship
5. Holly Acres Construction Project – funded from bond proceeds
6. BLVD Development Costs were added to the forecast
7. Capital Contingency was replenished to \$5 million for FY2031

Total revenues from all funding sources for FY2027 include 25 percent from bond proceeds. It is anticipated bonds will be issued for water, wastewater, and general public obligation bonds for parks. Local sales tax contributes 22 percent, charges for services, such as utility revenues, licenses, and fines contributes 31 percent, and state shared revenue contributes 13 percent.

Total expenses total \$512.9 million with 40 percent allocated to the capital outlay, General Government accounts at 17 percent, and public safety accounts at 16 percent. General Fund total revenues at \$123.9 million is made up of 17 percent sales tax, 33 percent state shared revenue, and three percent property tax. Ms. Weatherless noted the primary property tax levy will not increase by the allowable two percent. The General Fund Expenditures total \$185.6 million with the General Government using 20 percent, Public Safety 32 percent, and Capital Outlay at 14 percent.

Ms. Weatherless reviewed graphs for the five-year General Fund Forecast for On-Going Revenue and Expenses, the One-Time Revenue and Expense, and the General Fund Forecast Fund Balance noting the Capital Contingency in FY2031 was replenished. She highlighted the Dedicated Sales Tax Fund which can be used to fund streets, water, wastewater and transit. These funds can also be used to pay debt service for the Wastewater Treatment Facility Expansion Project if impact fee growth projections are low. Public Safety Sales Tax Fund is used to fund the Fire Department and Police Department operating expenses, while the Forecast, Highway User Revenue Fund (HURF) solely funds street projects.

Ms. Weatherless reviewed and discussed budget highlights that included Economic Development where \$1.3 million funded economic opportunities for small businesses, land improvement, and development incentives. Parks and Recreation had a reduction in the event schedule and increase in irrigation cost. The General Obligation Bond projects include Aqua Fria Pedestrian Bridge, Friendship Park Playground replacement, and Festival Fields Shade expansion. Public Safety funds are being used towards the new Fire Training Center and new First Responder Drone program, as well as additional license plate reader cameras. Connected Community funding is used for Chamber of Commerce membership and Litchfield Heritage Center. Services funds WeRide with additional funds being used from dedicated sales tax, the funding level is maintained at \$200,000 to contribute to this program. Personnel include the

addition of 7.5 new FTEs for next year with four funded by Enterprise funds and three neutral changes.

Next steps in the FY2027 Budget process is to return to Council on May 4, 2026 for adoption of the tentative budget for the City and Alamar CFD as well as the City's Financial Policies. There are deadlines in May for posting Notices of Final Adoption prior to returning to Council on June 1, 2026, for adoption of the Final Budget. Adoption of the Property Tax Levy will occur on June 15, 2026. Without the two percent increase public hearing is not required for Truth and Taxation.

e. **FISCAL YEAR 2027 CONTRIBUTIONS ASSISTANCE PROGRAM**

Edith Baltierrez, Neighborhood and Family Services Assistant Director, presented an update regarding the Contributions Assistance Program, including an overview of eligibility requirements, funding levels, and evaluation criteria for Fiscal Year 2026-2027.

The Contributions Assistance Program allocates funding to eligible nonprofit agencies with 501(c)(3) status that provide health and human services to Avondale residents. For FY27, level funding of 200,000 dollars is included in the proposed departmental budget. In FY26, the program funded 33 agencies delivering a broad range of services, including food distribution, children's literacy programs, workforce development, medical assistance, life-skills programs for youth, and support for vulnerable populations.

All FY26 award recipients are on track to meet their goals and expend funds by June 30, 2026. Three new agencies were highlighted this year: Avondale Baptist Church, which is supporting the continuation of the Interfaith Homeless Emergency Lodging Program (IHELP); Friends of the Southwest Family Advocacy Center, which provides crucial assistance to underserved populations affected by domestic violence; and WHAM Art Association, which is offering therapeutic art programs for veterans.

Organizations applying for funding must meet several criteria, including providing direct services that improve the health and welfare of Avondale residents and aligning proposed services with City Council goals. Priority is given to services offered at the Avondale Resource Center and to special projects, although requests for operating support tied to direct, measurable outcomes will also be considered. Awarded organizations must submit accurate and timely reports, participate in quarterly reporting, show progress toward stated objectives, demonstrate the ability to leverage additional revenue sources, and request funding at or above the minimum amount required to successfully execute their proposed project.

The Contributions Assistance Program Council Subcommittee—consisting of Vice Mayor Nielson and Councilmembers Conde and Garcia—has been appointed to review applications and prepare funding recommendations for Council approval. In preparation for FY27, staff held two grant-writing workshops in early April. A total of 29 organizations participated, with 30 attendees overall, including 12 new organizations interested in forming partnerships with the City of Avondale.

The process and tentative timeline for FY27 include releasing the application on April 21, accompanied by a press release and email notifications to current recipients and workshop participants, along with promotion through social media. Applications are due May 15 and will be provided to the Council Subcommittee on May 21. The subcommittee will meet on June 11 to review applications and determine funding recommendations. A request for Council approval will be presented on July 13, and award presentations will take place in August.

Mayor Pineda and Councilmembers were given an opportunity to comment and ask questions.

The Mayor thanked the councilmembers who serve on the Contributions Assistance Program Subcommittee, noting from her own past service how difficult their decisions can be. She also expressed appreciation for the grant-writing workshops, which are especially valuable for new nonprofits navigating the grant process for the first time.

Councilmember Weise thanked staff for the presentation and acknowledged Ron for maintaining funding in the budget. She emphasized the importance of these funds, noting that supported agencies work closely with residents and understand their needs. She also thanked the subcommittee members for their work with nonprofits and at Interfaith.

Councilmember Conde noted that the process becomes more challenging each year as new applicants emerge, making it essential to ensure funded programs truly benefit Avondale residents and do not duplicate services. She expressed appreciation for working with Councilmember Garcia and supported maintaining the 200,000-dollar allocation, with hope for potential increases in the future.

Councilmember Garcia stated it has been an honor learning from the Vice Mayor and Councilmember Conde. She emphasized the need for balanced decisions, avoiding duplication, and ensuring taxpayer funds go directly to Avondale residents. She noted growing concerns about nonprofit fraud in general and highlighted the value of knowing the organizations personally and seeing their work in the community.

Vice Mayor Nielson thanked staff and commented on improvements made to streamline the process. He noted the value of meeting monthly with funded agencies through Interfaith and hearing firsthand the positive outcomes made possible by the program.

Councilmember Solorio expressed appreciation for the subcommittee members, acknowledging the difficulty of their decisions and thanking them for their commitment to evaluating requests and supporting the community.

Councilmember White also expressed her thanks and recognized staff for the grant workshop. She shared positive feedback from an attendee and reiterated the Council's focus on preventing duplication of services and ensuring funding truly benefits Avondale residents. She acknowledged the challenging work ahead for the

subcommittee and offered her support as they navigate funding decisions during tight budget conditions.

f. **TRAFFIC SAFETY COMMITTEE PRESENTATION**

Memo Espinoza, Police Chief, and Kim Moon, Director and City Engineer, presented information related to the new Traffic Safety Committee, including an overview of its initiatives for 2026.

The Chief presented an overview of the City's traffic safety initiatives, delivered jointly with Kim Moon. He explained that the Traffic Safety Committee was formed in January 2026 following the discontinuation of the photo radar program to ensure roadway safety remained a priority. The committee is led by Traffic Engineering and the Police Department, with participation from Development Services, Public Works, Public Safety, Marketing, Finance, and Economic Development. Its mission is to research and implement strategies that improve traffic flow and reduce accidents in Avondale.

The committee meets twice monthly to address key objectives, including identifying high-accident locations using crime and collision data, addressing chronic traffic flow issues such as those near the In-N-Out on Dysart Road and I-10, coordinating on construction projects that may impact traffic, and collaborating on enforcement strategies. The Chief outlined the police department's multi-layered enforcement approach, which includes public reporting through a traffic hotline and AviWise, analysis of accident statistics, officer observations, and the use of covert speed-tracking devices to gather data on vehicle counts and speeds.

Once problem areas are identified, targeted enforcement is deployed through speed trailers, special traffic details, and semi-marked patrol vehicles. In addition, proactive enforcement is carried out by patrol officers when not assigned to calls, supported by expanded equipment such as new lidar and radar units. The department is increasing its inventory from 20 to 48 lidar devices and from 6 to 21 radar units using RICO and other funding sources. The Chief noted that the take-home vehicle program has significantly improved the ability to assign this equipment consistently to officers.

He also highlighted participation in the West Valley Speed and Aggressive Driving Task Force, a joint effort of nine agencies that rotate monthly enforcement responsibilities. Avondale will next host the deployment on May 19 and August 3.

The Chief reported on the impact of recent staffing changes in the Traffic Unit. After increasing the team from one sergeant and two officers to one sergeant and six officers, traffic stops rose from 61 in February 2025 to 313 in February 2026, a 413 percent increase, with a proportional rise in citations. He noted that officers have discretion to issue warnings rather than citations when appropriate, emphasizing that the goal is to correct driver behavior, not generate revenue.

Kim Moon, Director and City Engineer, presented on engineering's role in the City's traffic safety initiatives, noting that engineering and the Police Department work jointly—police through enforcement and engineering through infrastructure improvements—to enhance safety for residents and the traveling public. She outlined

ongoing and recently completed infrastructure efforts, including HAWK signals, CIP intersection improvements, buffered bike lanes, traffic-signal retiming, Safe Streets for All, and Safe Routes to School.

She explained that the Traffic Safety Committee analyzed accident data to identify high-collision areas, with a heat map highlighting key intersections such as Dysart Road and Van Buren Street, Dysart Road and I-10, 107th Avenue and I-10, 107th Avenue and McDowell Road, and Dysart Road and Rancho Santa Fe Boulevard. The Rancho Santa Fe intersection was selected as the focus of the City's first safety campaign, "Look Before You Turn." The campaign includes signage, utility bill inserts, media outreach, social media, RAVE alerts, billboards, and videos aimed at reminding drivers to slow down, yield correctly, and improve left-turn awareness. Temporary signage will rotate every six months to other high-risk locations.

Ms. Moon noted that many serious crashes stem from left-turn movements and that staff is evaluating opportunities for improvements such as offset left-turn lanes, protected left-turn signal phases, and enhanced sight visibility. She provided examples of pavement marking adjustments that improve drivers' ability to see approaching traffic.

She also reported on other engineering safety efforts, including completion of a citywide speed-limit update and successful traffic-signal retiming along Dysart Road. An upcoming Council meeting will include updates on the Transportation Master Plan and truck route planning.

Ms. Moon concluded by thanking the Council for its continued support and focus on community safety.

Mayor Pineda and Councilmembers were given an opportunity to comment and ask questions.

Councilmember Garcia expressed appreciation for the progress shown in the traffic safety initiatives and shared a personal experience with a left-turn collision, noting the importance of focusing on left-turn safety. She commended the Police Department's efforts and the willingness of officers to take on traffic enforcement responsibilities. Councilmember Weise asked about public education on right-of-way and yielding at intersections, and the Chief confirmed that additional outreach is underway through social media and the City's marketing team. She also asked whether accident data at I-10 interchanges reflected freeway or surface-street issues; Kim Moon clarified that impacts occur in both areas but the City's primary focus is on the signals at on- and off-ramps. Weise noted the effectiveness of protected and flashing yellow left-turn signals, referencing 99th Avenue and Thomas, and encouraged exploring similar treatments where appropriate. Moon agreed to evaluate those intersections.

Councilmember Solorio thanked both departments for their communication efforts and praised the effectiveness of their public outreach, particularly on social media. He

recognized the value of coordinated campaigns and the commitment of both departments to setting Avondale apart through proactive engagement.

Councilmember White highlighted the strong coordination between Police and Engineering, noting that improved roadway safety reduces long-term public-safety costs by preventing incidents that require additional resources. She commended staff for securing grants, obtaining needed equipment, and ensuring the City is positioned for safer, more efficient travel—important for workforce development and community mobility. She expressed pride in representing their work.

Mayor Pineda commented on the efficiency of flashing yellow left-turn arrows and asked about the feasibility of implementing more of them. She commended the Chief for empowering officers to use discretion when deciding between education and enforcement, and emphasized how well both departments collaborate to improve roadway safety throughout Avondale.

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

Councilmember Garcia reported attending the Agua Fria Gala over the weekend, noting it was wonderful to see the community come together in support of her alma mater. She also shared that she successfully passed legislation the previous week, with a bill signed into law to help accelerate the process for military police officers to become police officers in the City of Avondale.

Mayor Pineda added that he also attended the Agua Fria Gala and appreciated seeing strong community participation, highlighting efforts to create a welcoming campus and expanded opportunities for students. He further noted attending Tracy Stevens retirement celebration, noting it was a meaningful opportunity to reflect on her service to Avondale and the positive impact she had on the organization.

8. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning pending or contemplated litigation, or settlement discussions and to instruct the City Attorney and attorneys for the City on such litigation or discussions for the claims and matters of: (i) Ashley Bradley; (ii) Charles Montoya v. City of Avondale, et al.; (iii) Luis Perez v. City of Avondale, et al.; and (iv) Michael Pullem v. City of Avondale; Councilmember Conde 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 8:15 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 20th day of April 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

ITEM NUMBER: 4.b.

SUBJECT: Series 7 (Beer and Wine Bar) and Series 12 (Restaurant) Liquor License — Game-On Golf & Lounge

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Jennifer Stein, 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 7 (Beer and Wine Bar) and Series 12 (Restaurant) Liquor License submitted by Maher Nawfal Ghazool for the sale of alcohol at Game-On Golf & Lounge located at 645 N Avondale Blvd #100 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Game-On Golf & Lounge is a new establishment located at 645 N Avondale Blvd #100 in Avondale. As required in the State Statute for Series 7 (Beer and Wine Bar) liquor licenses, there are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the property.

DISCUSSION:

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

BUDGET IMPACT:

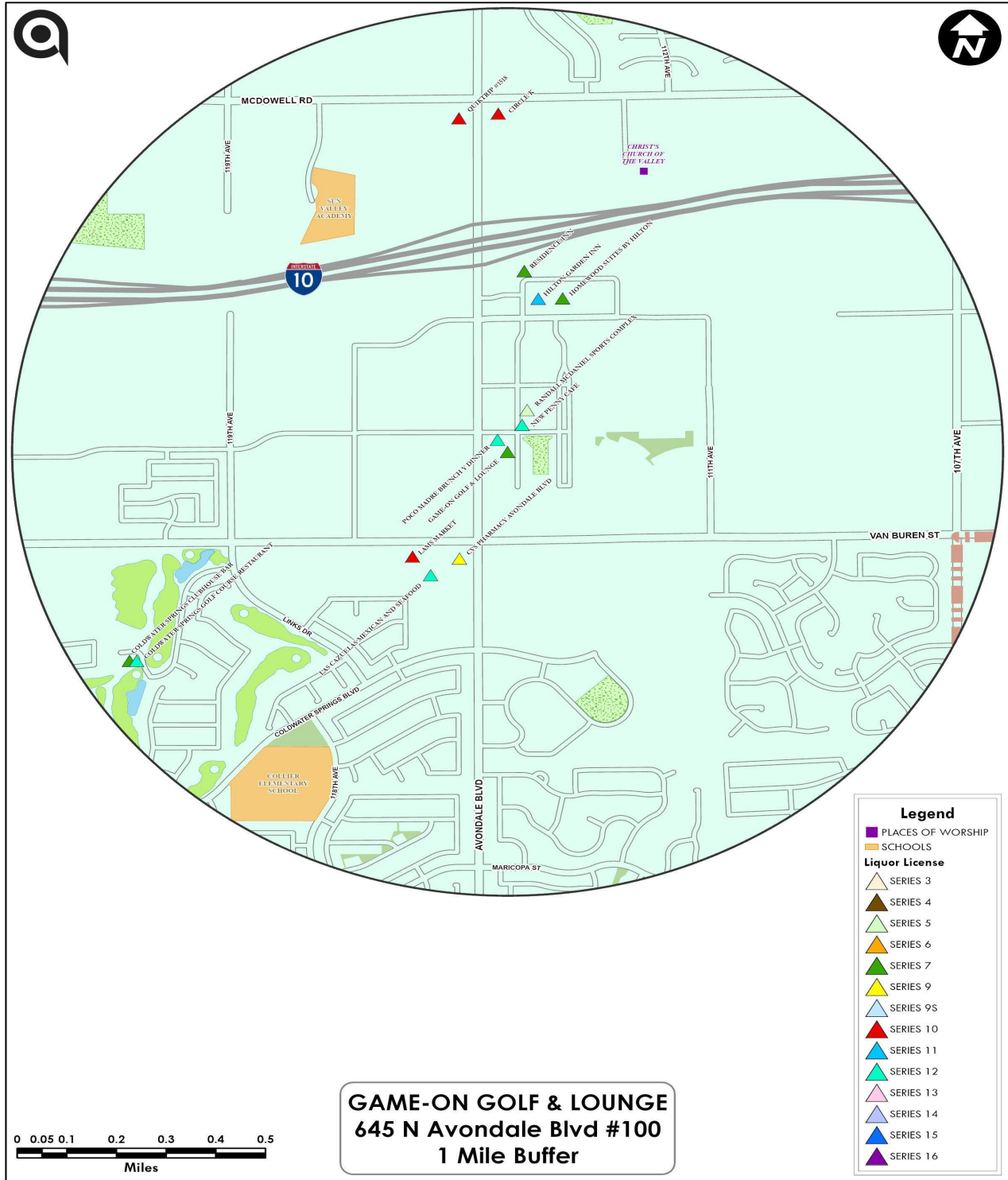
The liquor license fees in the total amount of \$500 have been paid in full.

RECOMMENDATION:

Staff is recommending that City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 7 (Beer and Wine Bar) and Series 12 (Restaurant) submitted by Maher Nawfal Ghazool for the sale of alcohol at Game-On Golf & Lounge located at 645 N Avondale Blvd #100 in Avondale; and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Emily Soria

GIS MAP



Officers / Stockholders

Name:	Title:	% Interest:
MAAN NAWFAL GHAZOOOL	Mgr-Member	34.00
MAHER NAWFAL GHAZOOOL	Mgr-Member	33.00
MANHAL N NADJIB	Mgr-Member	33.00

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MAHER NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MANHAL N NADJIB
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (504) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MAAN NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (480) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

MANAGERS

Name: MAHER NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

Application Number: 388741
Application Type: Location / Owner Transfer
Created Date: 03/06/2026

QUESTIONS & ANSWERS

007 Beer and Wine Bar

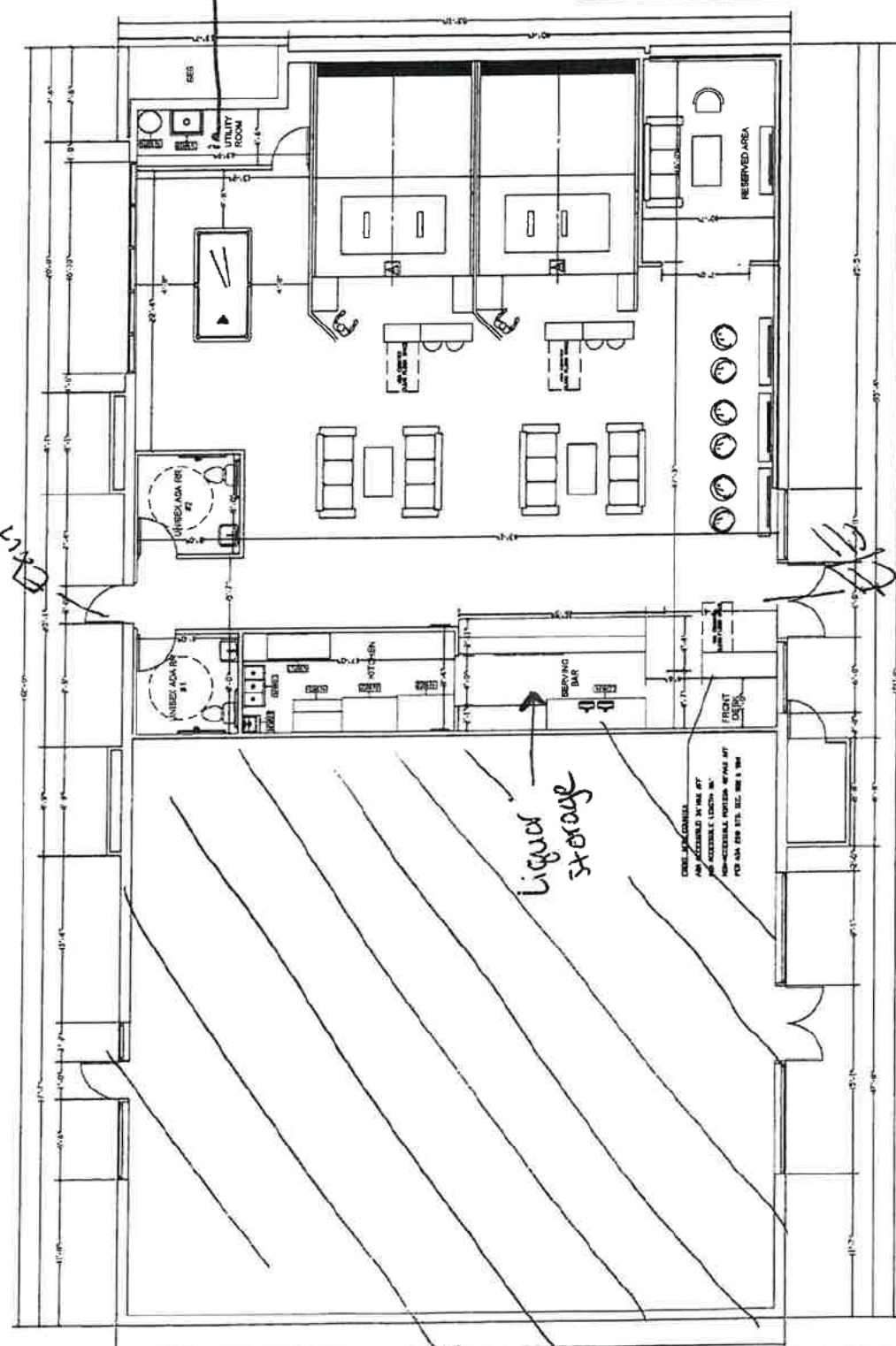
- 1) Are you applying for an Interim Permit (INP)?
No
- 3) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 11) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
SUN VALLEY ACADEMY AVONDALE 1515 N 117TH AVE AVONDALE, AZ 85392 2,980 FT
- 12) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 13) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
STILL OWE TERM
- 14) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO
- 15) Is there a drive through window on the premises?
No
- 16) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 17) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/11/2026
- 18) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$0

FLOOR PLAN

645 N AVONDALE BLVD AVONDALE 85323
APN #102-57-272B

2,100 SQUARE FEET

DESIGN BY	DATE	PROJECT NAME	SCALE
ATP ENGINEERING L.L.C.		FULL SWING FLOOR PLAN	AS NOTED
230 W BARKETT AVE SUITE 100 PHOENIX, AZ 85001		645 N AVONDALE BLVD AVONDALE 85323 APN#102-57-272B	SECTION: FLOOR PLAN
PROJECT MANAGER	DATE	PROJECT NAME	SCALE
			AS NOTED



ITEM NO	QTY	DESCRIPTION
1	1	NEW HAND SINK
2	1	NEW TRAP SINK
3	1	NEW TRAP TABLE
4	1	NEW 20" TUB (REPLACES EXISTING)
5	1	NEW 20" TUB (REPLACES EXISTING)
6	1	NEW 20" TUB (REPLACES EXISTING)
7	1	NEW 20" TUB (REPLACES EXISTING)
8	1	NEW 20" TUB (REPLACES EXISTING)
9	1	NEW 20" TUB (REPLACES EXISTING)
10	1	NEW 20" TUB (REPLACES EXISTING)
11	1	NEW 20" TUB (REPLACES EXISTING)
12	1	NEW 20" TUB (REPLACES EXISTING)

2,1700 SQ FT

FLOOR PLAN
SCALE: 1/4"=1'-0"



LOCAL JURISDICTIONS
AND ACCESSIBLE IN THE CITY
NON-ACCESSIBLE PORTION OF THE CITY
FOR THE CITY OF PHOENIX, AZ

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Joshua Orton</u> <small>Joshua Orton (Apr 8, 2026 10:49:17 PDT)</small> <hr/> E-Signature	<hr/> Title
<u>Joshua Orton</u> <hr/> Name	<u>Apr 8, 2026</u> <hr/> Date

This license is scheduled for the City Council Meeting on: 05/04/2026

Please complete form by: 04/20/2026


LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input checked="" type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Selene Garcia</u> <small>Selene Garcia (Apr 8, 2026 11:59:21 PDT)</small> <hr/> E-Signature Selene Garcia <hr/> Name	CSR <hr/> Title Apr 8, 2026 <hr/> Date

This license is scheduled for the City Council Meeting on: 05/04/2026

Please complete form by: 04/20/2026

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input checked="" type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
 <small>L. Scott Miller (Apr 12, 2026 19:13:56 PDT)</small> <hr/> E-Signature	<hr/> Title
<hr/> Name	<hr/> Date
L. Scott Miller	Apr 12, 2026

This license is scheduled for the City Council Meeting on: 05/04/2026

Please complete form by: 04/20/2026

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input checked="" type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Varney Lopez</u> <small>Varney Lopez (Apr 13, 2026 07:25:26 PDT)</small> E-Signature	<u>Lieutenant</u> Title
<u>Varney Lopez</u> Name	<u>Apr 13, 2026</u> Date

This license is scheduled for the City Council Meeting on: 05/04/2026

Please complete form by: 04/20/2026

State of Arizona
Department of Liquor Licenses and Control

Created 04/14/2026 @ 11:38:48 AM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: GAME-ON GOLF & LOUNGE
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 645 N AVONDALE BOULEVARD
#100
AVONDALE, AZ 85323
USA
Mailing Address: _____
Phone: (602) [REDACTED]
Alt. Phone: _____
Email: [REDACTED]@GMAIL.COM

AGENT

Name: MAHER NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone: _____
Email: [REDACTED]@GMAIL.COM

OWNER

Name: GAME-ON GOLF & LOUNGE LLC
Contact Name: MAHER NAWFAL GHAZOOOL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23761942 State of Incorporation: AZ
Incorporation Date: 12/14/2024
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone: _____
Email: [REDACTED]@GMAIL.COM

60th-
6/13/26

Officers / Stockholders

Name: _____ Title: _____ % Interest: _____

MAAN NAWFAL GHAZOOOL	Mgr-Member	34.00
MAHER NAWFAL GHAZOOOL	Mgr-Member	33.00
MANHAL N NADJIB	Mgr-Member	33.00

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MAHER NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MANHAL N NADJIB
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (504) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

GAME-ON GOLF & LOUNGE LLC - Mgr-Member

Name: MAAN NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (480) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

MANAGERS

Name: MAHER NAWFAL GHAZOOOL
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85054
USA
Phone: (602) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

Application Number: 391811
Application Type: New Application

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Loss of \$8,000 security deposit and Landlord lockout
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
None, capital contributions
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
05/01/2026
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Executed DBL K Auth Letter.pdf	03/25/2026
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	03/25/2026
QUESTIONNAIRE	Maan Q & Attach.pdf	03/25/2026
MISCELLANEOUS	Maher ASF US Passport.pdf	03/25/2026
QUESTIONNAIRE	Maher Q Attach Basic & Mgt Certs.pdf	03/25/2026
QUESTIONNAIRE	Manhal Q & Attach.pdf	03/25/2026
MENU	Menu.pdf	03/25/2026
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	03/25/2026
RECORDS REQUIRED FOR AUDIT	RRFA.pdf	03/25/2026

RESTROOM

OCCUPANCY PLAN

845 N AVONDALE BLVD AVONDALE 85323
APN #102-57-272B

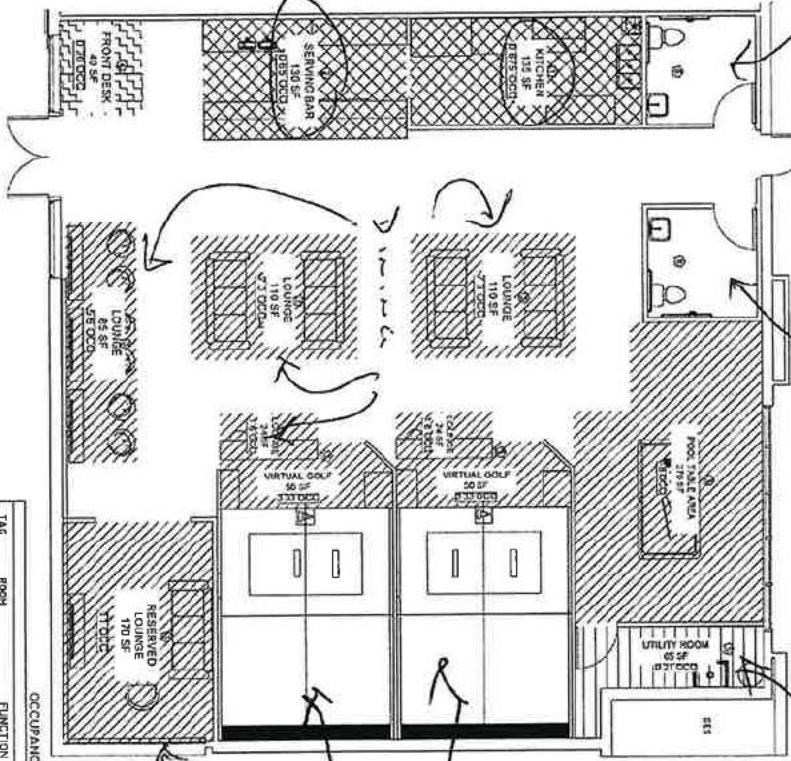
RESTROOM
E/E

RESTROOM

LIB.
STORAGE

KITCHEN

Bar /
LIB. STORAGE



OCCUPANCY PLAN

SCALE: 1/8" = 1'-0"

FRONT = 3'

TAG	ROOM	FUNCTION	AREA	LOAD FACTOR	T.O.L.
1	KITCHEN	KITCHEN, COMMERCIAL	135 SQFT	200 CROSS	0.875
2	BAR	SERVING BAR	130 SQFT	200 CROSS	0.85
3	LOUNGE AREA	ASSEMBLY WITHOUT FIXED SEATS	783 SQFT	15 NET	32
4	FRONT DESK	BUSINESS AREAS	40 SQFT	150 CROSS	0.28
5	UTILITY ROOM	MECHANICAL EQUIPMENT ROOM	85 SQFT	200 CROSS	0.21
6	RESTROOMS	SANITARY	128 SQFT		
TOTAL OCCUPANT LOAD					54 PEOPLE

Avondale
REVIEWED FOR CODE
COMPLIANCE
12/16/2005
Frank Gonzalez
Building Division
BP 25-1810

FULL SWING
OCCUPANCY PLAN
845 N AVONDALE BLVD
AVONDALE 85323
APN#102-57-272B

SAIF ENGINEERING L.L.C.
Design, Survey & Construction Administration
367 East Indian School Road, Suite 207
Tucson, Arizona 85718 Tel: 520-221-7600 Fax: 520-221-7606

DESIGN BY: R.M.S.
DRAWN BY: L.C.B.
CHECKED BY: R.J.S.
DATE: 02/25/08

PROJECT MANAGER:
DATE:

SCALE:
AS NOTED

JOB NO:
SHEET
A5

12/16/2005

Appendix 2, Fee Schedule

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Joshua Orton</u> <small>Joshua Orton (Apr 20, 2026 07:23:54 PDT)</small> <hr/> E-Signature	<hr/> Title
<u>Joshua Orton</u> <hr/> Name	<u>Apr 20, 2026</u> <hr/> Date

This license is scheduled for the City Council Meeting on: 5/18/2026

Please complete form by: 5/4/2026


LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input checked="" type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Selene Garcia</u> <small>Selene Garcia (Apr 20, 2026 13:48:56 PDT)</small> <hr/> E-Signature Selene Garcia <hr/> Name	CSR <hr/> Title Apr 20, 2026 <hr/> Date

This license is scheduled for the City Council Meeting on: 5/18/2026

Please complete form by: 5/4/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input checked="" type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
 <small>L. Scott Miller (Apr 22, 2026 12:30:57 PDT)</small> <hr/> E-Signature	<hr/> Fire Marshal Title
<hr/> L. Scott Miller Name	<hr/> Apr 22, 2026 Date

This license is scheduled for the City Council Meeting on: 5/18/2026

Please complete form by: 5/4/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Maher Nawfal Ghazool
Business Name	Game-On Golf & Lounge
Business Address	645 N Avondale Blvd #100 Avondale, AZ 85323
Department Comments	
<input checked="" type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Varney Lopez</u> <small>Varney Lopez (Apr 22, 2026 13:22:40 PDT)</small> E-Signature	<u>Lieutenant</u> Title
<u>Varney Lopez</u> Name	<u>Apr 22, 2026</u> Date

This license is scheduled for the City Council Meeting on: 5/18/2026

Please complete form by: 5/4/2026

ITEM NUMBER: 4.c.

SUBJECT: Series 12 (Restaurant) Liquor License — Thai Orchid Garden

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Jennifer Stein, 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 12 (Restaurant) Liquor License submitted by Piya Rajcharoen for the sale of alcohol at Thai Orchid Garden located at 12725 W Indian School Rd A-104 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Thai Orchid Garden is an established business located at 12725 W Indian School Rd A-104 in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. Police, Fire & Medical, Development Services, and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

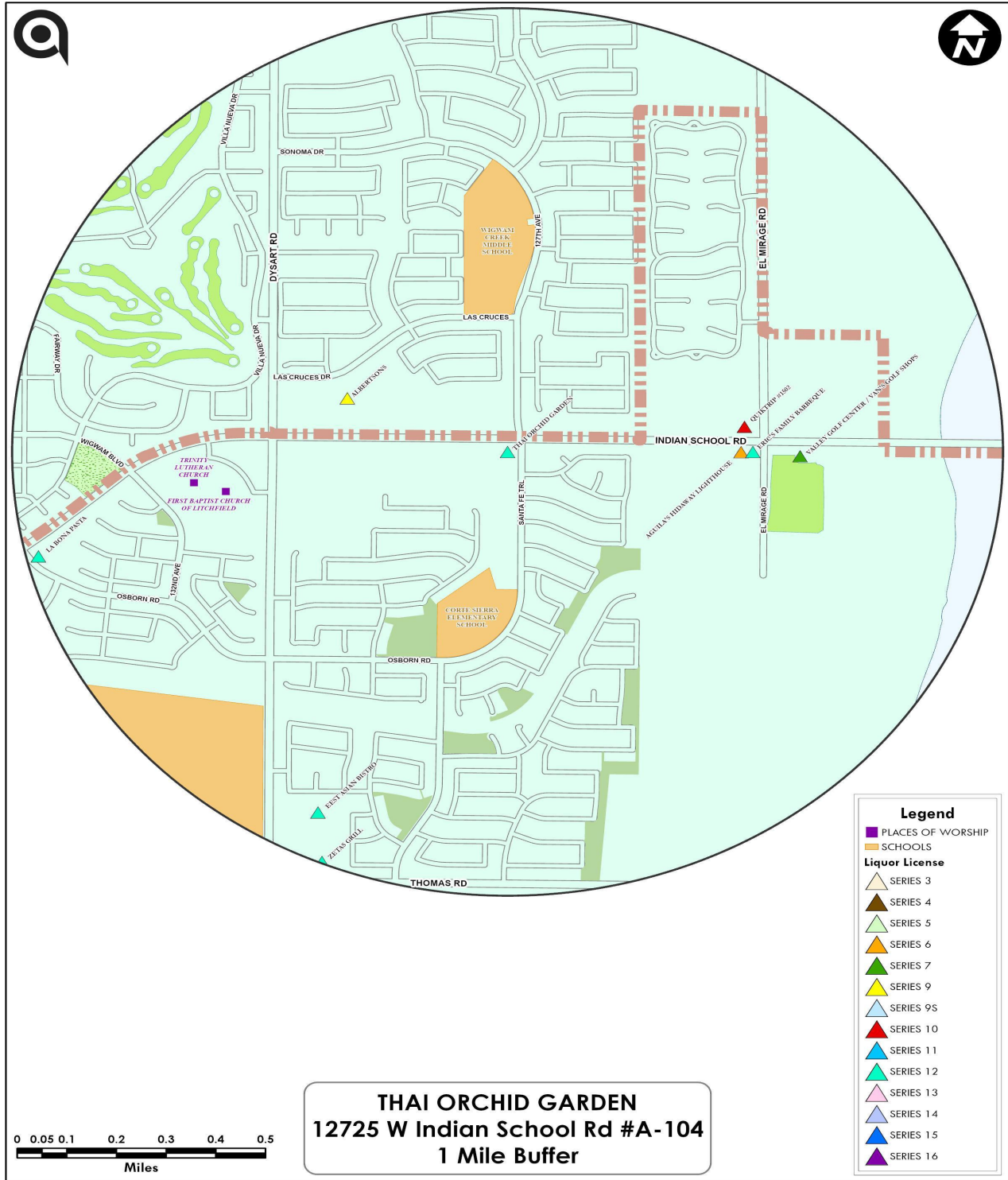
The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License Submitted by Piya Rajcharoen for the sale of alcohol at Thai Orchid Garden located at 12725 W Indian School Rd A-104 in Avondale.

Contact person for document distribution: Emily Soria

GIS MAP



State of Arizona
Department of Liquor Licenses and Control

Created 04/16/2026 @ 01:59:24 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	THAI ORCHID GARDEN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	12725 W INDIAN SCHOOL RD A-104 AVONDALE, AZ 85392 USA		
Mailing Address:	12725 W INDIAN SCHOOL RD A-104 AVONDALE, AZ 85392 USA		
Phone:	(626) [REDACTED]		
Alt. Phone:	(623)536-2800		
Email:	THAIORCHIDGARDEN1@GMAIL.COM		

AGENT

Name:	PIYA RAJCHAROEN
Gender:	Male
Correspondence Address:	12725 W INDIAN SCHOOL RD A-104 AVONDALE, AZ 85392 USA
Phone:	(626) [REDACTED]
Alt. Phone:	(623)536-2800
Email:	THAIORCHIDGARDEN1@GMAIL.COM

OWNER

Name:	THAI ORCHID GARDEN I LLC		
Contact Name:	PIYA RAJCHAROEN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23895109	State of Incorporation:	AZ
Incorporation Date:	10/13/2025		
Correspondence Address:	12725 W INDIAN SCHOOL RD A-104 AVONDALE, AZ 85392 USA		
Phone:	(626) [REDACTED]		
Alt. Phone:	(623)536-2800		
Email:	THAIORCHIDGARDEN1@GMAIL.COM		

Officers / Stockholders

*60th Day
6-15-2026*

Name:
PIYA RAJCHAROEN

Title:
Member

% Interest:
100.00

THAI ORCHID GARDEN I LLC - Member

Name: PIYA RAJCHAROEN
Gender: Male
Correspondence Address: 12725 W INDIAN SCHOOL RD A-104
AVONDALE, AZ 85392
USA
Phone: (626) [REDACTED]
Alt. Phone: (623)536-2800
Email: THAIORCHIDGARDEN1@GMAIL.COM

MANAGERS

Name: PIYA RAJCHAROEN
Gender: Male
Correspondence Address: 12725 W INDIAN SCHOOL RD A-104
AVONDALE, AZ 85392
USA
Phone: (626) [REDACTED]
Alt. Phone: (623)536-2800
Email: THAIORCHIDGARDEN1@GMAIL.COM

APPLICATION INFORMATION

Application Number: 385161
Application Type: New Application
Created Date: 02/19/2026

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Management Company
RKB Litchfield-Palm Desert
3820 W Happy Valley #141-445
Glendale, AZ 85310
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

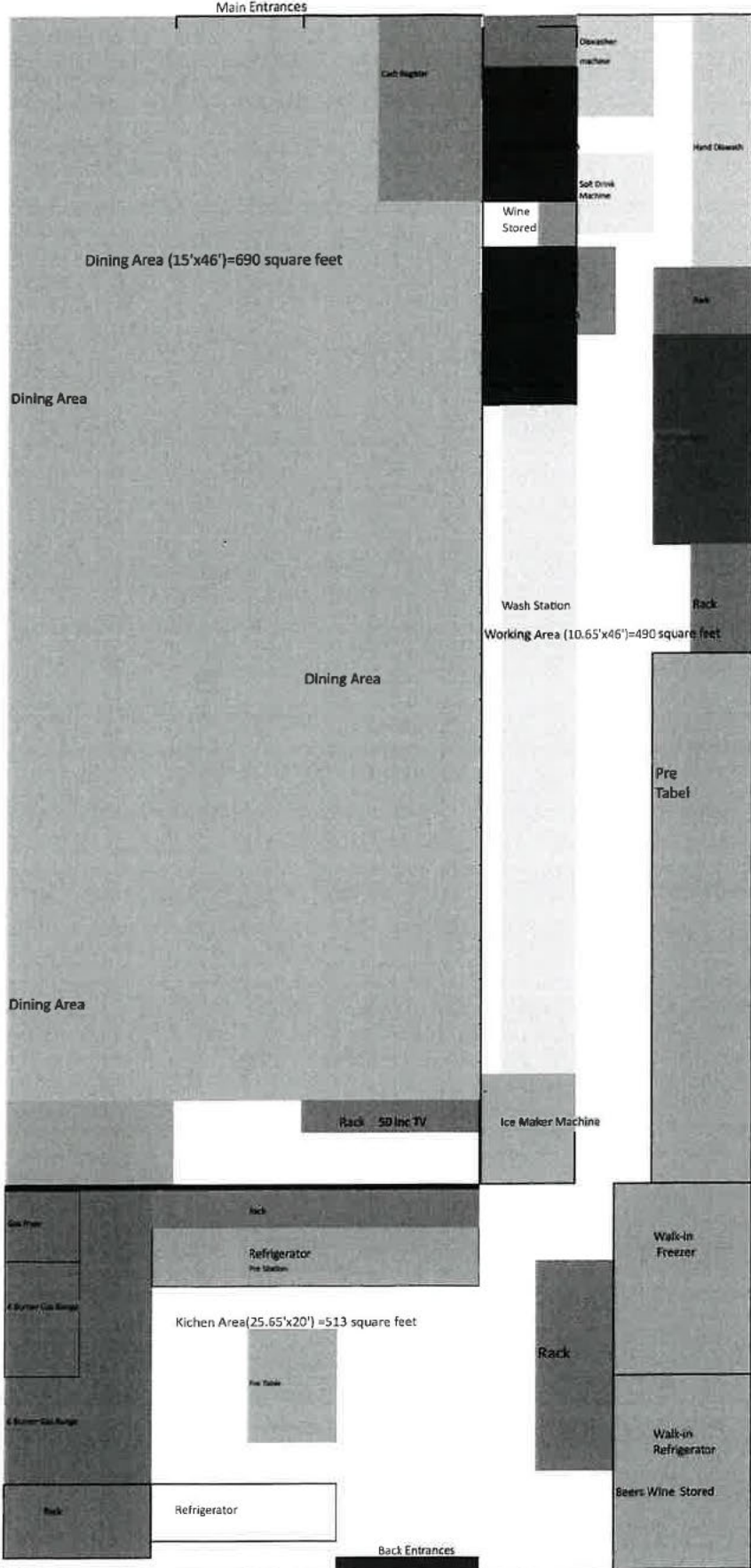
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
None
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	TOG Diagram.pdf	02/19/2026
MENU	TOG Lunch Special.pdf	02/25/2026
MENU	TOG Menu.pdf	02/25/2026
RESTAURANT OPERATION PLAN	Occupancy.pdf	02/25/2026
RESTAURANT OPERATION PLAN	Equipment for Entertainment.pdf	02/25/2026
QUESTIONNAIRE	Liquor Licenses and Control Questionnaire.pdf	02/25/2026
RECORDS REQUIRED FOR AUDIT	arizona_manager_title_4_training_and_c ertification basic signed.pdf	02/25/2026
RECORDS REQUIRED FOR AUDIT	arizona_manager_title_4_training_mane ger signed.pdf	02/25/2026
RECORDS REQUIRED FOR AUDIT	Employee Log.pdf	02/25/2026
ORGANIZATIONAL DOCUMENTS	IRS_CP_575_A.pdf	02/25/2026
	Thai Orchid Garden I IRS_EIN.pdf	03/26/2026
	Floor Plan & Square Footage.pdf	03/26/2026
	Employee Log 2026.pdf	03/26/2026
	Liquor Distributors.pdf	03/26/2026
	beverage invoice01.pdf	03/26/2026
	beverage invoice02.pdf	03/26/2026
	beverage invoice03.pdf	03/26/2026
	beverage invoice04.pdf	03/26/2026
	Audit Form 285B.pdf	03/26/2026
	Thaiorchidgarden I LLC bankaccount.pdf	03/26/2026
	PiyaPassport.pdf	03/26/2026
	PiyaID.pdf	03/26/2026
	TOG Sublease Agreement.pdf	03/26/2026
	(1) Restaurant_Ops_Plan_TOG.pdf	04/10/2026
	(2) Audit_Records TOG.pdf	04/10/2026

26 4 2 LIQ. DEPT AM 7 51

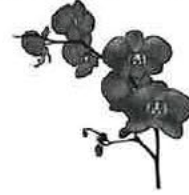
Thai Orchid Garden Resturant (the total square footage = 1,700)



- Thai Orchid Garden Resturant
(the total square footage = 1,700)
- 1) Dining Area (15'x46')=690 square feet
 - 2) Working Area (10.65'x46')=490 square feet
 - 3) Kichen Area(25.65'x20') =513 square feet



Thai Orchid Garden
Restaurant



Lunch Specials \$15.00

Mon-Fri excluded Holiday 11:00 am—2:45pm

Served with soup, an egg rolls and fried wontons.

Soups are included during dine-in only. For takeout soup, add \$2.00.

All specials served with a side of rice with the exception of 3 & 4.

Substitute pork, beef, or tofu - Add \$2.00

Substitute shrimp - Add \$4.00

1. Krapow Chicken

Stir fried chicken, bamboo, green beans, bell peppers, onions, straw mushrooms, carrots and Thai basil leaves.

2 Broccoli with oyster Sauce

Stir fried Chicken with broccoli and carrots in homemade & oyster sauce.

3. Vegetable Fried Rice

Fried rice with seasonal vegetables.

4. Pad Thai

Stir fried rice noodles with chicken, egg, bean sprouts, green onions and peanuts.

5. Sweet and Sour

Deep Fried chicken with pineapples, tomatoes, onions, carrots, cucumbers and bell peppers with sweet and sour sauce.

6. Red Curry

Chicken in red chili paste, coconut milk, bamboo shoots, bell peppers, green beans, carrots and Thai basil leaves.

7. Yellow Curry

Chicken in yellow chili paste, coconut milk, potatoes, onions and Carrots.

8. Stir Fried Mixed Vegetables

Stir fried seasonal vegetables in homemade sauce and oyster sauce.

9. Spicy Green Bean Chicken

Stir fried chicken with green beans in chili paste, coconut milk and Thai .

10. Pad Prik Sod Chicken

Stir fried chicken with bell peppers, onions, carrots and homemade sauce.

11. Pa Nang Chicken

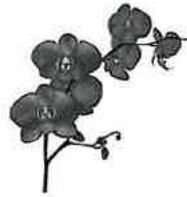
Pa nang curry paste in a thick peanut-flavored coconut milk sauce with bell peppers and carrots.

12. Teriyaki Chicken

Stir fried chicken with teriyaki sauce and sesame seeds , served with steam rice and sliced cucumbers.

Beverages

Iced Tea (free refills)	\$3.00	Beer	
Hot Tea (free refills)	\$3.00	Import	\$6.00
Thai Iced Tea with Cream	\$5.50	<i>Kirin, Heineken,</i>	
No . Ice	\$6.50	<i>Singha, and Chang</i>	
Thai Iced Coffee with Cream	\$5.50	Domestic	\$6.00
No Ice	\$6.50	<i>Bud Light</i>	
Orange Juice	\$3.00	Wine	
Apple Juice	\$3.00	Glass	\$8.00
Soft Drinks (free refills)	\$3.00	Bottle	\$25.00
<i>Coke, Diet Coke, Sprite,</i>			
<i>Dr. Pepper, Lemonade</i>			



Thai Orchid Garden Restaurant



Desserts

- | | |
|----------------------------------------------------------------|----------------|
| Sweet Rice with Mango (seasonal) | \$12.00 |
| Sweet sticky rice topped coconut milk sauce and a sliced mango | |
| Ice Cream | \$7.00 |
| Coconut Ice Cream | |
| Fried Banana | \$10.00 |
| Deep fried Thai banana in a coconut and sesame seed batter | |
| Coconut Ice Cream & Fried Banana | \$12.00 |
| Deep fried Thai banana with coconut ice cream | |
| Sweet Rice with Coconut Ice Cream | \$12.00 |
| Sweet sticky rice and coconut Ice Cream | |
-

Thai Orchid Garden

Restaurant

12725 W. Indian School Rd. Suite A-104
Avondale, AZ 85392
(623) 536-2800

Hours of Operation:

Sunday: 1:00pm - 7:45pm
Monday–Thursday: 11:00am - 2:45pm
4:00pm - 7:45pm
Friday & Saturday: 11:00am - 7:45pm

An 18% gratuity will be charged for parties of 5 or more.

Appetizers

- 1. Fried Eggrolls (2) / (4)** **\$6.00 /**
\$11.00
Eggrolls with mixed vegetables, served with sweet and sour sauce.
- 2. Fried Mini Eggrolls (6)** **\$11.00**
Fried mini eggrolls with pork, shredded carrots and celery, served with sweet and sour sauce.
- 3. Fried Wontons (6)**
\$11.00
Fried wontons with cream cheese filling, served with sweet and sour sauce.
- 4. Fried Shrimp Rolls Or Shrimp Tempuras (8)**
\$14.00
Fried shrimp wrapped in eggrolls skins, or shrimp tempuras served with sweet and sour sauce.
- 5. Fried Tofu (12)**
\$14.00
Fried tofu served with sweet chili sauce topped with crushed peanuts.
- 6. Thai Toast (8)**
\$13.00
Deep fried bread with ground pork and vegetables, served with sweet chili sauce.
- 7. Fish Spring Rolls (2)**
\$13.00
Lettuce, carrots, cucumber, cilantro, celery, cabbage wrapped into fresh spring rolls, served with Hoisin sauce topped with crushed peanuts.
- Fresh Spring Rolls with Shrimp (2)**
\$14.00
Lettuce, carrots, cucumber, cilantro, celery, cabbage and shrimp wrapped into fresh spring rolls, served with Hoisin sauce.
- 8. Satay Chicken (4) or Beef (4) add \$2.00**
\$14.00
Your choice of chicken or beef, served with peanut sauce and spicy cucumber sauce.
- 9. Fish Cakes (5)**
\$14.00
Spicy fish patties with green beans, served with sweet chili sauce with cucumbers topped with crushed peanuts.
- 10. Orchid Special Combination**
\$25.00
A combination of satay (2), fried eggrolls (2), fried wontons (6), fried shrimp (3), fried shrimp wraps (2), mini rolls (2), and fried vegetables. Served with peanut sauce, spicy cucumber sauce and sweet and sour sauce.

Thai Salads

- 11. Beef Salad**
\$19.00
beef seasoned with lime juice, served with seasonal vegetables.
- 12. Clear Noodle Salad**
\$16.00
Clear noodles with ground chicken, red onions, green onions, chili and lime juice For shrimp add \$4.00.
- 13. Spicy Seafood Salad**
\$23.00
scallops, green mussels and squid in a spicy green salad with celery, tomatoes, cabbage and lemon juice.
- 14. Laab**
\$17.00
Chicken seasoned with lime, red onions and green onions served with lettuce and cabbage. For beef add \$3 or pork add \$2.
- 15. Shrimp Salad**
\$21.00
Shrimp lightly sautéed in lemon grass, onions, green onions, mint, cabbage, homemade chili paste and spicy sauce.
- 16. Papaya Salad**
\$17.00

Green papaya with lime juice, tomatoes, carrots, green beans and peanuts. For shrimp add \$4.00.

28 3 10 Liv. Dept AM 7:46



Indicates a spicy dish that can be seasoned to your taste

Our Spicy level may high than others Thai restaurants.
Select from 1. mild, 2. medium, 3. hot 4. Thai Hot., 5. Extra Thai hot
An 18% gratuity will be charged for parties of 5 or more.



Soups

17. Wonton Soup
\$17.00

Ground pork wrapped in wontons with your choice of meats, and seasonal vegetables.

18. Clear Noodle Soup
\$17.00

Clear noodles with seasonal vegetables and your choice of meats.

19. Tom Yum Soup
\$17.00

Hot and sour soup with Thai herbs, mushrooms and your choice of meats.

20. Tom Yum Seafood Soup
\$22.00

Hot and sour soup with Thai herbs and seafood.

21. Tom Kha Soup
\$18.00

Your choice of meats in coconut milk soup with Thai herbs.

22. Tom Yum Koong Soup
\$21.00

Hot and sour soup with Thai herbs, mushrooms and (6) shrimps.

23. Rice Soup
\$17.00

Rice soup with your choice of meats.

Noodles

24. Pad Thai
\$17.00

Stir fried rice noodles with chicken, shrimp (2), bean sprouts, eggs, green onions and peanuts in Pad Thai sauce. For shrimp, add \$4.00.

25. Pad See Ew
\$17.00

Stir fried flat rice noodles in thick soy sauce and eggs with your choice of meats.

26. Lard Na
\$17.00

Stir fried flat rice noodles in gravy sauce, carrots and broccoli with your choice of meats.

27. Chow Mein
\$17.00

Stir fried egg noodles and seasonal vegetables with your choice of meats. 26 3 10 Ltr. Dept #1745

28. Chicken Noodle Soup

\$17.00

Your choice of rice or egg noodles with bean sprouts and chicken.

29. Duck, Pork or Beef Noodle Soup

\$17.00

Duck, pork, or beef with your choice of rice or egg noodles with bean sprouts. For duck add \$6.00.

30. Stir Fried Chicken Noodles

\$17.00

Stir fried chicken, noodles and egg in our homemade Thai sauce.

31. Spicy Noodles (Pad Kee Mao or Drunken Noodles)

\$17.00

Stir fried noodles in Thai basil, jalapenos, bell peppers and onions with your choice of meats.

Curry

Served with steamed rice.

32.  Red Curry

\$17.00

Red chili paste in coconut milk, bamboo shoots, Thai basil leaves, green beans and bell peppers with your choice of meats.

33.  Green Curry

\$17.00

Green chili paste in coconut milk, bamboo shoots, Thai basil leaves, green beans and bell peppers with your choice of meats.

34.  Pa Nang Curry

\$18.00

Pa nang curry paste in a rich peanut-flavored coconut milk sauce, bell peppers and carrots with your choice of meats.

35.  Mus Sa Mun

\$17.00

Mus sa mun curry paste in a thick coconut milk sauce, potatoes, carrots, onions and peanuts with your choice of meats.

36.  Yellow Curry

\$17.00

Yellow chili paste in coconut milk with potatoes, onions and carrots with your choice of meats.

37.  Pineapple Curry

\$18.00

Red curry paste in coconut milk, bell peppers, onions, carrots, pineapple, Thai basil leaves and Thai herbs with your choice of meats.

**All soup, Noodles, and Curry made with chicken. Substitute Beef add \$3, pork, or Tofu add \$2.00, duck, or sea food add \$6.00 and Shrimp add \$4.00.

Barbeque

38. Thai BBQ Chicken

\$17.00

Marinated chicken grilled to perfection in Thai spices sauce.

39. Thai BBQ Sausages

\$17.00

Grilled to perfection and served with sliced ginger, cabbage, cucumber and peanut.

40. Thai BBQ Pork

\$18.00

Marinated pork spare ribs with Thai special sauce and black pepper, served with steamed broccoli, carrots and potatoes.

Entrees

All entrees are served with steamed rice.

All entrees are made with chicken. Substitute with Beef add \$3, pork, or Tofu add \$2.00, duck, or sea food add \$6.00 and

Shrimp add \$4.00 served with steamed rice.

41. Broccoli with Oyster Sauce

\$17.00

Stir fried choice of meats with broccoli and carrots in oyster sauce.

42. Sweet and Sour

\$17.00

Fried your choice of meats with pineapples, tomatoes, onions, bell peppers, cucumbers and carrots in sweet and sour sauce.

43. Pad Krapow

\$17.00

Stir fried your choice of meats, bamboo, green beans, bell peppers, onions, straw mushrooms, carrots and Thai basil leaves.

44. Stir Fried Mixed Vegetables

\$17.00

ty of seasonal vegetables stir fried with homemade sauce and oyster sauce.

45. Stir Fired Cashew

\$17.00

Stir fried your choice of meats with carrots, bell peppers, water chestnuts and onions topped with cashews nuts.

46. Spicy Ginger

\$17.00

Stir fried bell peppers, onions, celery and fresh ginger in Thai sauce and your choice of meats.

47. Spicy Green Beans

\$17.00

Stir fried green beans in chili paste, Thai lemon leaves, a splash of coconut milk and chicken.

48. Pad Woon Sen

\$17.00

Stir fried clear noodles with eggs, celery, carrots, onions and celery with your choice of meats.

49. Fried Meat with Garlic

\$17.00

Stir fried your choice of meat marinated in crushed garlic, pepper, carrots and onions.

50. Stir Fried Eggplant

\$17.00

Stir fried eggplant with homemade sauce, Thai basil, jalapenos, onions, bell peppers and your choice of meats.

51. Pad Prik Sod

\$17.00

Onions, bell peppers, carrots and jalapenos in homemade sauce stir fried with your choice of meats.

52. Pepper Steak

\$17.00

Steak in Thai-style seasonings with bell peppers, onions, carrots, Pineapple and gravy.

53. Krapow Fish

\$22.00

Deep fried fish with Thai sauce, bamboo shoots, green bean, straw mushroom, onions, jalapenos, bell peppers and Thai basil.



Indicates a spicy dish that can be seasoned to your taste.


Our Spicy level may high than others Thai restaurants.
Select from 1. mild, 2. medium, 3. hot 4. Thai Hot. 5. Extra Thai Hot
An 18% gratuity will be charged for parties of 5 or more.

A La Carte

All A La Carte made with chicken. Substitute with Beef add \$3, pork, or Tofu add \$2.00, duck or sea food add \$6.00 and Shrimp add \$4.00.

54. Fried Rice

\$17.00

 Rice with eggs, peas and carrots and your choice of meats.

55. Spicy Fried Rice

\$17.00

Fried rice with jalapenos, onions, bell peppers and Thai basil with your choice of meats.

56. Pineapple Fried Rice

\$18.00

Fried rice with eggs, pineapple, peas and carrots with your choice of meats.

57. Curry Fried Rice

\$17.00

Fried Rice with Red or Green chili paste in coconut milk, bamboo shoots, Thai basil leaves, green beans and bell pepper

and your choice of meats.

58. Teriyaki

\$17.00

Chicken in teriyaki sauce served with steamed rice and cucumbers.

Vegetarian

59. Vegetarian Red Curry

\$17.00

Red curry with seasonal vegetables served with steamed rice. For tofu, add \$2.00.

60. Vegetarian Soup

\$17.00

 Clear soup with seasonal vegetables. For tofu, add \$2.00

61. Tom Yum Vegetable Soup

\$17.00

Hot and sour soup with Thai herbs, mushrooms and seasonal vegetable. For tofu add \$2.00

62. Coconut Vegetable Soup

\$18.00

Coconut milk soup with Thai herbs and seasonal vegetables. For tofu, add \$2.00

63. Mixed Vegetables in Sauce

\$17.00

A variety of seasonal vegetables stir fried in homemade sauce and served with steamed rice. For tofu, add \$2.00

64. Vegetable Pad Thai

\$17.00

Thai rice noodles stir fried with seasonal vegetables. For tofu, add \$2.00

65. Vegetable Pad See Ew

\$17.00

Pan fried flat rice noodles with seasonal vegetables. For tofu, add \$2.00

66. Vegetable Fried Rice

\$17.00

Thai-style fried rice with seasonal vegetables. For tofu, add \$2.00

67. Vegetable Chow Mein

\$17.00

Stir fried egg noodles with seasonal vegetables. For tofu, add \$2.00

68. Lard Na

\$17.00

Flat rice noodle topped with broccoli, carrots and brown gravy. For tofu, add \$2.00

69. Vegetable Noodle Soup

\$17.00

Rice noodle soup with seasonal vegetables. For tofu, add \$2.00.

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Specials

70. Dumplings

\$13.00

Deep fried chicken with vegetables, pork with vegetables or vegetable-only dumplings with soy sauce-based dipping sauce.

Extras

Peanut Sauce	\$2.00
Cucumber Sauce	\$2.00
Sweet & Sour Sauce	\$2.00
Steamed Rice	\$3.50
Steamed Vegetables	\$3.50
Steamed Rice Noodles	\$3.00
Sticky Rice	\$4.00
Jasmine Brown Rice	\$4.00

Beverages

Thai Iced Tea with Cream (No Ice \$6.50)	\$5.50
Thai Iced Coffee with Cream (No Ice \$6.50)	\$5.50
Soft Drinks [Coke, Diet Coke, Sprite, Dr. Pepper] (free refills)	\$3.00
Lemonade (free refills)	\$3.00
Iced Tea (free refills)	\$3.00
Hot Tea [Green Tea, Jasmine Tea, Lipton]	\$3.00
Orange Juice	\$3.00
Apple Juice	\$3.00

Beer

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<i>Domestic (Bud Light)</i>	\$6.00
<i>Import (Heineken, Kirin)</i>	\$6.00
<i>Thai Beer (Singha, Chang)</i>	\$6.00

Wine***White Wines Riesling, Pinot Grigio and Chardonnay******Red Wines Pinot Noir, Merlot and Cabernet Sauvignon***

<i>Glass</i>	\$8.00
<i>Bottle</i>	\$25.00

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Piya Rajcharoen
Business Name	Thai Orchid Garden
Business Address	12725 W Indian School Rd A-104 Avondale, AZ 85392
Department Comments	
<input type="checkbox"/> Police Department <input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Joshua Orton</u> <small>Joshua Orton (Apr 21, 2026 17:32:20 PDT)</small> E-Signature	<u>Lead Senior Planner</u> Title
<u>Joshua Orton</u> Name	<u>Apr 21, 2026</u> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026


LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Piya Rajcharoen
Business Name	Thai Orchid Garden
Business Address	12725 W Indian School Rd A-104 Avondale, AZ 85392
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input checked="" type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Selene Garcia</u> <small>Selene Garcia (Apr 22, 2026 12:20:29 PDT)</small> <hr/> E-Signature Selene Garcia <hr/> Name	CSR <hr/> Title Apr 22, 2026 <hr/> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Piya Rajcharoen
Business Name	Thai Orchid Garden
Business Address	12725 W Indian School Rd A-104 Avondale, AZ 85392
Department Comments	
<input type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input checked="" type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
 <small>L. Scott Miller (Apr 22, 2026 12:32:06 PDT)</small> <hr/> E-Signature	<hr/> Fire Marshal Title
<hr/> L. Scott Miller Name	<hr/> Apr 22, 2026 Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
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Business Name	Thai Orchid Garden
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Department Comments	
<input checked="" type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Varney Lopez</u> <small>Varney Lopez (Apr 22, 2026 15:07:39 PDT)</small> E-Signature	<u>Lieutenant</u> Title
<u>Varney Lopez</u> Name	<u>Apr 22, 2026</u> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

ITEM NUMBER: 4.d.

SUBJECT: Series 12 (Restaurant) Liquor License — Gyros and More

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Jennifer Stein, 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 12 (Restaurant) Liquor License submitted by Luis Antonio Castillo for the sale of alcohol at Gyros and More located at 1467 N Dysart Rd #107 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Gyros and More is an established business located at 1467 N Dysart Rd #107 in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. Police, Fire & Medical, Development Services, and Finance Departments have reviewed the application and are recommending approval.

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 12 (Restaurant) Liquor License Submitted by Luis Antonio Castillo for the sale of alcohol at Gyros and More located at 1467 N Dysart Rd #107 in Avondale.

Contact person for document distribution: Emily Soria

State of Arizona
Department of Liquor Licenses and Control

Created 04/16/2026 @ 04:55:11 PM

Local Governing Body Report

LICENSE

Number:	012070011478	Type:	012 RESTAURANT
Name:	GYROS AND MORE		
State:	Pending		
Issue Date:		Expiration Date:	03/31/2027
Original Issue Date:	05/18/2020		
Location:	1467 N DYSART ROAD #107 AVONDALE, AZ 85323 USA		
Mailing Address:	1467 N DYSART ROAD #107 AVONDALE, AZ 85323 USA		
Phone:	(623)882-9100		
Alt. Phone:	(623) [REDACTED]		
Email:	GYROSANDMORE2019@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	LUIS ANTONIO CASTILLO
Gender:	Male
Correspondence Address:	1467 N DYSART ROAD #107 AVONDALE, AZ 85323 USA
Phone:	(623) [REDACTED]
Alt. Phone:	
Email:	GYROSANDMORE2019@GMAIL.COM

OWNER

both day
06-15-2026

Name: GYROS AND MORE LLC
Contact Name: LUIS ANTONIO CASTILLO
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 1928400 State of Incorporation: AZ
Incorporation Date: 12/10/2018
Correspondence Address: 1467 N DYSART ROAD
#107
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: GYROSANDMORE2019@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
YESENIA CASTILLO	Mgr-Member	45.00
LUIS ANTONIO CASTILLO	Mgr-Member	45.00
JESUS ORLANDO VERDY	Mgr-Member	10.00

GYROS AND MORE LLC - Mgr-Member

Name: YESENIA CASTILLO
Gender: Female
Correspondence Address: 1467 N DYSART ROAD
#107
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@YAHOO.COM

GYROS AND MORE LLC - Mgr-Member

Name: LUIS ANTONIO CASTILLO
Gender: Male
Correspondence Address: 1467 N DYSART ROAD
#107
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: GYROSANDMORE2019@GMAIL.COM

GYROS AND MORE LLC - Mgr-Member

Name: JESUS ORLANDO VERDY
Gender: Male
Correspondence Address: 1467 N DYSART ROAD
#107
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

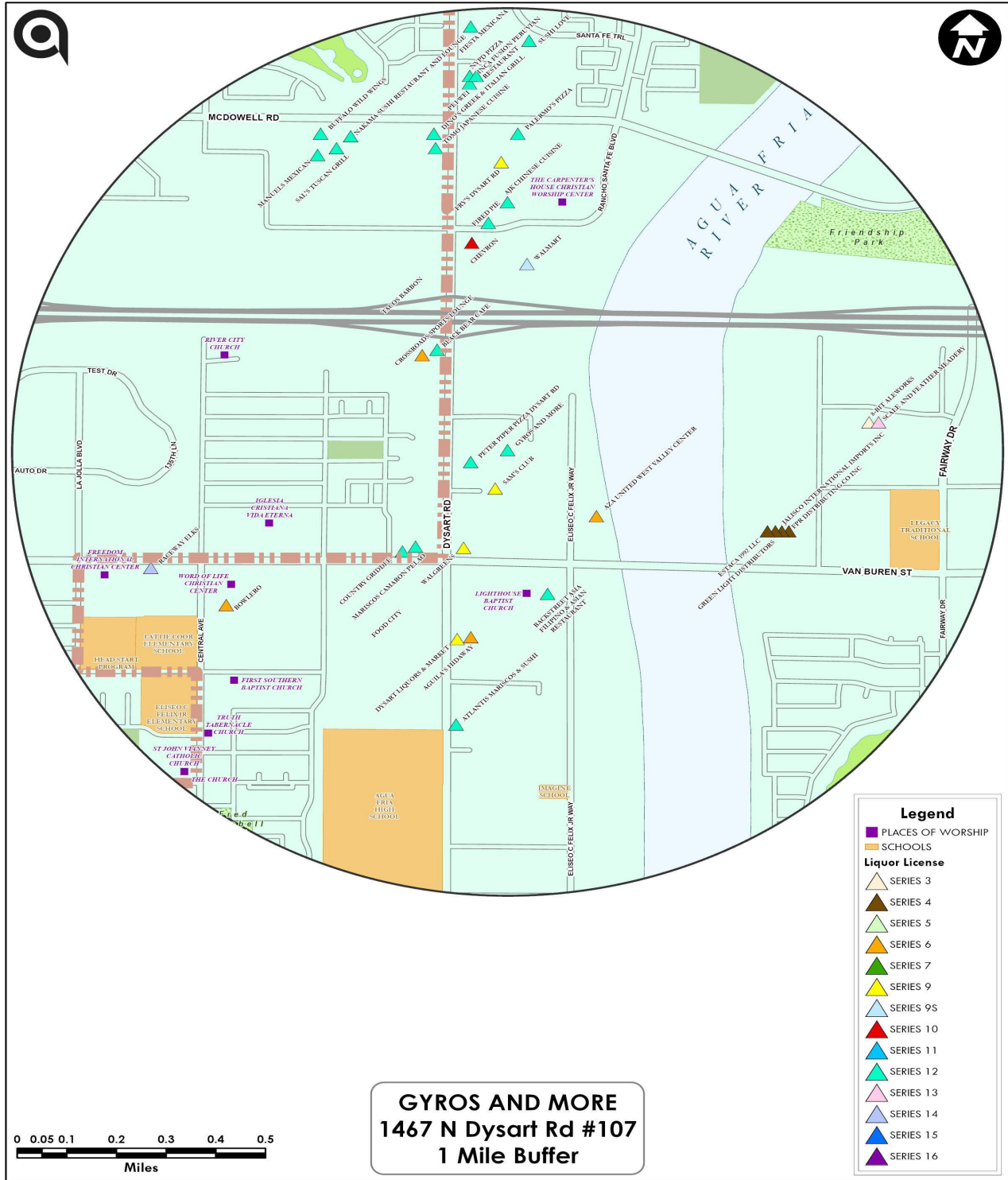
Application Number: 391512
Application Type: Acquisition of Control
Created Date: 03/24/2026

QUESTIONS & ANSWERS

012 Restaurant

- 3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22 processing fee per card.
Yes

GIS MAP



LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Luis Antonio Castillo
Business Name	Gyros and More
Business Address	1467 N Dysart Road #107 Avondale, AZ 85323
Department Comments	
<input type="checkbox"/> Police Department <input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Joshua Orton</u> <small>Joshua Orton (Apr 21, 2026 17:29:32 PDT)</small> <hr/> E-Signature	<hr/> Title Lead Senior Planner
<hr/> Joshua Orton <hr/> Name	<hr/> Apr 21, 2026 <hr/> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026


LICENSE REVIEW FORM

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<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Selene Garcia</u> <small>Selene Garcia (Apr 22, 2026 12:16:22 PDT)</small> <hr/> E-Signature Selene Garcia <hr/> Name	CSR <hr/> Title Apr 22, 2026 <hr/> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Luis Antonio Castillo
Business Name	Gyros and More
Business Address	1467 N Dysart Road #107 Avondale, AZ 85323
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<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
 <small>L. Scott Miller (Apr 22, 2026 12:33:18 PDT)</small> <hr/> E-Signature	<hr/> Fire Marshal Title
<hr/> L. Scott Miller Name	<hr/> Apr 22, 2026 Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Luis Antonio Castillo
Business Name	Gyros and More
Business Address	1467 N Dysart Road #107 Avondale, AZ 85323
Department Comments	
<input checked="" type="checkbox"/> Police Department <input type="checkbox"/> Development Services	<input type="checkbox"/> Fire Department <input type="checkbox"/> Finance Department
<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
<u>Varney Lopez</u> <small>Varney Lopez (Apr 22, 2026 15:18:47 PDT)</small> E-Signature	<u>Lieutenant</u> Title
<u>Varney Lopez</u> Name	<u>Apr 22, 2026</u> Date

This license is scheduled for the City Council Meeting on: 05/18/2026

Please complete form by: 04/30/2026

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1031-0526 – Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for design, ROW acquisitions, construction, and maintenance of a roadway widening project on Lower Buckeye Road, from Litchfield Road to 107th Avenue

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

THROUGH: Jennifer Stein, 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: **Resilient Infrastructure & Transportation**

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

PURPOSE:

City Council will consider a request to adopt Resolution 1031-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the design, ROW acquisitions, construction, and maintenance of a roadway widening project on Lower Buckeye Road between Litchfield Road and 107th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The justification for advancing the Lower Buckeye Road arterial widening project is strengthened by the City of Avondale's recent award of \$25,064,725 in federal funding, which provides a substantial portion of the resources needed to move forward with this critical infrastructure investment. This funding supports the timely construction of improvements necessary to address existing congestion, safety concerns, and multimodal deficiencies along the corridor.

Lower Buckeye Road is a key arterial serving rapidly growing residential neighborhoods, employment centers, schools, parks, and regional destinations. Its current two-lane configuration is insufficient to accommodate increasing traffic demand and planned future development. The project will also support anticipated traffic associated with the future State Route 30 (SR-30), which is expected to generate significant east–west travel demand in the area. Expanding corridor capacity at this time will help alleviate future strain on the

transportation network and provide reliable access to surrounding communities and regional facilities.

The proposed improvements will enhance mobility, improve emergency response times, reduce crash risks, and provide safe, accessible accommodations for pedestrians and bicyclists. Leveraging federal funding allows the City to implement long-planned improvements, close existing infrastructure gaps, and support the long-term transportation network identified in the City's Transportation Master Plan. This investment positions Avondale to effectively accommodate growth, support economic development, and improve overall quality of life for residents and visitors.

DISCUSSION:

Approval of this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) will establish the framework for the design, ROW acquisitions, construction, and maintenance responsibilities associated with the Lower Buckeye Road widening project. The agreement outlines the roles of each agency, ensures compliance with state and federal requirements tied to the awarded funding, and provides the necessary authorization to proceed with project implementation.

The project will widen Lower Buckeye Road between Litchfield Road and 107th Avenue to accommodate current and future traffic volumes, while incorporating multimodal elements such as pedestrian and bicycle facilities. Improvements are anticipated to include additional travel lanes, intersection enhancements, drainage infrastructure, and safety features designed to meet current engineering standards.

The IGA also formalizes coordination with ADOT, which is essential given the regional significance of the corridor and its connection to the future SR-30. Partnering with ADOT helps ensure that the project aligns with statewide transportation plans and leverages technical expertise and funding oversight.

Staff recommends approval of the resolution to execute the IGA, allowing the City to advance the project in a timely manner, maximize the use of federal funds, and address the growing transportation needs of the community.

BUDGET IMPACT:

The City is required to fund eligible project costs upfront and will be reimbursed through federal funds upon completion of each phase. For FY 2027, funding will support all project phases except construction, including project development administration, scoping and design, right-of-way acquisition, and utilities.

The total estimated cost for the Lower Buckeye Road widening project is \$35,836,750, including \$25,085,725 in federal-aid funds and \$10,751,025 in local agency funding.

The local agency funding requirement is programmed in the Lower Buckeye Road Widening: Litchfield Road to 107th Avenue (formerly Lower Buckeye Corridor Study) (T376).

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the design, ROW acquisitions, construction, and maintenance of the Lower Buckeye Road widening project between Litchfield Road and 107th Avenue, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

RESOLUTION NO. 1031-0526

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A ROADWAY WIDENING PROJECT ON LOWER BUCKEYE ROAD BETWEEN LITCHFIELD ROAD AND 107TH AVENUE.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the design, construction, and maintenance of a roadway widening project on Lower Buckeye Road between Litchfield Road and 107th Avenue (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale Arizona, May 18, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1031-0526

[Agreement]

See following pages.

ADOT CAR No.: IGA -25-0011470-I
AG Contract No.: P0012026000181
Project Location/Name: Lower Buckeye
Road: Litchfield Road - 107th Avenue
Type of Work: Roadway Widening
Federal-aid No.: AVN-0(230) T
ADOT Project No.: T0728
01D/03D/01R/01U/01C
TIP/STIP No.: AVN26-520D, AVN26-
520D1, AVN26-520R, AVN26-520U,
AVN26-520C
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 105789

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The improvements proposed in this Agreement, include widening Lower Buckeye Road between Litchfield Road to 107th Avenue; work consists of continuous lanes, medians, and turn lanes (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$35,836,750, which includes federal aid and the Local Agency's match. The State will administer the design, right of way, utility relocation, and will advertise, bid and award, and administer the construction phase of the Project. The City will be responsible for obtaining any necessary license agreement(s) with the local utility and telecommunications companies.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to the Maricopa Association of Governments. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA), estimated at \$9,000, and the Local Agency's share of the Project design costs, estimated at \$843,000, and the Local Agency's share of the right of way costs, estimated at \$1,290,000 and the Local Agency's share of utility costs, estimated at \$330,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding PDA and design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference

- between actual costs and the amount the Local Agency has paid for PDA, design, right of way, and utility costs.
- c. After receipt of the PDA costs and the Local Agency's estimated share of PDA, the Project design costs, right of way, and utility costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
 - e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$8,279,025. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$9,000 and the Local Agency's share of Project design costs, estimated at \$843,000, and the Local Agency's share of the right of way costs, estimated at \$1,290,000 and the Local Agency's share of utility costs, estimated at \$330,000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$8,279,025, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
 - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction unless such removal is expressly included as party of the Project, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
 - g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of

Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
- m. Obtain any necessary license agreement(s) with the local utility and telecommunications companies.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement

Administration:

Arizona Department of
Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop
637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
Attn: Suneel Garg,
Project Engineer
11465 West Civic
Center Drive
Avondale, AZ 85323
623.333.4218
Sgarg@avondaleaz.gov

For Project Administration:

Arizona Department of
Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop
614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Suneel Garg,
Project Engineer
11465 West Civic
Center Drive
Avondale, AZ 85323
623.333.4218
Sgarg@avondaleaz.gov

For Financial Administration:

Arizona Department of
Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop
614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Suneel Garg,
Project Engineer
11465 West Civic
Center Drive
Avondale, AZ 85323
623.333.4218
Sgarg@avondaleaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF AVONDALE

By _____ Date _____
MIKE PINEDA
Mayor

ATTEST:

By _____ Date _____
MARCELLA SARMIENTO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Avondale an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Avondale under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and the City of Avondale has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A**Cost Estimate****T0728 01D/03D/01R/01U/01C**

The Project costs are estimated as follows:*

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$ 21,000
Local Agency's match @ 5.7%	1,269
Local Agency's cost @ 100%	7,731
Subtotal - PDA	\$ 30,000

Scoping/Design:

Federal-aid funds @ 94.3%	\$ 1,967,000
Local Agency's match @ 5.7%	118,896
Local Agency's cost @ 100%	724,104
	\$ 2,810,000

Subtotal - Scoping/Design**Construction:****

Federal-aid funds @ 94.3%	\$ 19,317,725
Local Agency's match @ 5.7%	1,167,667
Local Agency's cost @ 100%	7,111,358
Subtotal - Construction	\$ 27,596,750

ROW Acquisition:

Federal-aid funds @ 94.3%	\$ 3,010,000
Local Agency's match @ 5.7%	181,941
Local Agency's cost @ 100%	1,108,059
Subtotal - ROW Acquisition	\$ 4,300,000

Utilities:

Federal-aid funds @ 94.3%	\$ 770,000
Local Agency's match @ 5.7%	\$ 46,543
Local Agency cost @ 100%	\$ 283,457
Subtotal - Utilities	\$ 1,100,000

Estimated TOTAL Project Cost **\$ 35,836,750**

Total Estimated Local Agency Funds **\$ 10,751,025**

Total Federal Funds **\$ 25,085,725**

* The federal funds listed in the agreement represent a standard 94.3 percent pro rata. MAG policies require a maximum federal contribution of 70 percent. The 100 percent local funds listed satisfy the additional match requirements

** (Includes a minimum 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1032-0526 – Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

THROUGH: Jennifer Stein, 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: **Resilient Infrastructure & Transportation**

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

PURPOSE:

City Council will consider a request to adopt Resolution 1032-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at the Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue intersections, 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 coordinates with the Arizona Department of Transportation (ADOT) on improvements at freeway interchange intersections where jurisdiction and operational responsibilities are shared. The signalized intersections at Interstate 10 (I-10) and Dysart Road, I-10 and 107th Avenue, and I-10 and 99th Avenue are critical corridors that experience high traffic volumes and serve as key routes for emergency response.

Emergency Vehicle Preemption (EVP) systems are designed to improve response times and enhance public safety by allowing authorized emergency vehicles to temporarily control traffic signals as they approach an intersection. While EVP technology has been implemented at various locations throughout the city, these specific interchange intersections require coordination with ADOT due to their proximity to and integration with the state highway system.

To facilitate the installation of EVP systems at these locations, an Intergovernmental Agreement (IGA) with ADOT is required to define roles, responsibilities, and coordination for the procurement and installation of the equipment. Approval of this agreement will allow both agencies to proceed with implementing the necessary improvements to support emergency services and improve traffic operations at these key intersections.

DISCUSSION:

Approval of this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) will establish the framework for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at three Interstate 10 interchange intersections. The agreement outlines the roles of each agency, ensures coordination and compatibility with state-operated traffic signal infrastructure, and provides the necessary authorization to proceed with project implementation.

The project will equip the signalized intersections at Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue with EVP systems to support emergency response operations. These systems will allow authorized emergency vehicles to temporarily control traffic signals, improving response times, enhancing intersection safety, and reducing the likelihood of collisions at these high-volume locations.

The IGA also formalizes coordination with ADOT, which is essential given the proximity of these intersections to the state highway system and ADOT's jurisdiction over freeway ramps and associated infrastructure. Partnering with ADOT ensures that the improvements meet state standards and integrate effectively with existing traffic signal systems.

Staff recommends approval of the resolution to execute the IGA, allowing the City to implement these safety enhancements in a timely manner and support the operational needs of emergency services throughout the community.

BUDGET IMPACT:

The project will be funded through the City's FY2027 Traffic Engineering operating budget. The total estimated cost for the EVP system improvements is \$100,000, including approximately \$30,000 for equipment and \$70,000 for labor.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at the Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue intersections, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

RESOLUTION NO. 1032-0526

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO THE DEVELOPMENT, DESIGN, INSTALLATION, AND MAINTENANCE OF AN EMERGENCY VEHICLE PREEMPTION SYSTEM AT THREE INTERSECTIONS ON INTERSTATE-10.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation, relating to the development, design, installation, and maintenance of an Emergency Vehicle Preemption system at the traffic signals serving the on/off ramps at intersections of Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 18, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1032-0526

[Agreement]

See following pages.

ADOT CAR No.: IGA 25-0011280-I
AG Contract No.: P0012025000714
Project Location/Name: I-10 at Dysart Rd,
I-10 at 107th Ave & I-10 at 99th Ave
Type of Work: Emergency Vehicle
Preemption Systems
Federal-aid No.: NA
ADOT Project No.: MAINTAGR
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The purpose of this Agreement is to establish responsibilities of the Parties for the development, design, installation, and maintenance of an Emergency Vehicle Preemption (EVP) system at the traffic signals serving the on/off ramps at the intersections of Interstate 10 (I-10) and Dysart Road, I-10 and 107th Avenue and I-10 and 99th Avenue, (the “Project”). The City will be responsible for all costs including the development, design, and installation of the EVP system. Maintenance responsibilities of the EVP system within State right of way, will be established in accordance with the ADOT Traffic Guidelines and Processes 624 – Emergency Vehicle Preemption (PGP 624).

4. The foregoing recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. In the event any EVP System must be removed, to coordinate as swiftly as possible to enable ADOT to remove the City's apparatus from inside the ADOT signal cabinet and its equipment from ADOT's signal poles. The removed property will be delivered to the City.
2. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, the required encroachment permit(s) for installation of the EVP Systems, as identified by the City and approved by ADOT. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. Not take any actions without prior notice to the City that has the effect of disabling an EVP System, rendering it not functional.
 - c. After notification from the City as provided herein, on each occasion, make a signal technician available at the affected signal location, during normal working hours, to afford access to the signal cabinet and to answer questions from City personnel or City contractors regarding the EVP System.
 - d. After completion of installation and acceptance of the Project, maintain the traffic signal poles and signal timing for the Project in accordance with PGP 624.
3. The City will:
 - a. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the installation of the EVP Systems. Separate encroachment permit applications are required for any new construction or installation, related pre-construction activities, and routine maintenance and emergency work, as applicable. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, as applicable, to keep permit valid.
 - b. Contact the ADOT Systems Maintenance Group, Signal Lighting and Technology Electric Group (SLATE) at least three business days prior to commencing any work within an affected signal cabinet, allowing ADOT to coordinate an onsite meeting of the Parties' representatives to discuss the EVP System work to be performed.
 - c. Install all EVP Systems in accordance with PGP 624 at the City's sole expense.

- d. Be responsible for all costs associated with training traffic signal technicians.
- e. Furnish any and all components for the EVP Systems, including but not limited to, EVP components located in the controller cabinets, and sensor devices, and an emitter for testing.
- f. Maintain the EVP system including all associated components in accordance with PGP 624 at the City's sole expense.
- g. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five years from the effective date and may be amended upon mutual written consent of both Parties.
4. Cancellation. This Agreement may be canceled at any time up prior to the installation of the initial EVP System(s) or after 30 days prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to install or maintain the EVP System(s).
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or

possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Insurance. The Local Agency's contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their contract with the Local Agency, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The amounts and types of insurance required are those required by the ADOT Permits Insurance Matrix.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
12. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
13. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
14. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

15. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
16. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.
17. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

For Project Administration:

Arizona Department of Transportation
SLATE
2302 W. Durango
Phoenix, AZ 85009
602.712.6591, 8:00 am to 5:00 pm
602.257.1563, outside regular business hours

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

For Maintenance Related Issues:

Arizona Department of Transportation
SLATE
2302 W. Durango
Phoenix, AZ 85009
602.712.6591, 8:00 am to 5:00 pm
602.257.1563, outside regular business hours

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste 120
Avondale, AZ 85323
623.333.4219
wstanford@avondale.org

19. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by either Party with written notice to the other Party.
20. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
21. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF AVONDALE

By _____ Date _____
MIKE PINEDA
Mayor

ATTEST:

By _____ Date _____
MARCELLA SARMIENTO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Avondale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and the City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1033-0526 - Amended Intergovernmental Agreement with Various Agencies for the West Valley Sex Trafficking Taskforce

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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.

The Southwest Family Advocacy Center delivers essential services to crime victims in the cities of Avondale, Buckeye, Goodyear, and within the Maricopa County Sheriff's Office jurisdiction in the West Valley. The anti-human trafficking task force enhances regional safety by conducting undercover operations to identify and rescue trafficking victims and by providing trafficking-identification training for all first responders across the four partner jurisdictions.

PURPOSE:

City Council will consider a request to adopt Resolution 1033-0526, authorizing an amended Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office. The amended IGA provides a continuation of operations for the West Valley Sex Trafficking Task Force under the previously amended DEMA grant and authorizes the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 2023, the partnering agencies of SWFAC, which include the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office, formed the West Valley Sex Trafficking Task Force to conduct undercover sex trafficking operations. This collaboration between the partnering agencies works to identify, locate, and rescue potential child and adult sex trafficking victims and tackle sex buyers and predators.

DISCUSSION:

In January 2023, the City Council approved and passed Resolution 1006-0123. The Resolution provided the City of Avondale with an Anti-Trafficking Grant Fund through the Department of Emergency Military Affairs

(DEMA) in the amount of \$499,925.99, enabling the creation of the West Valley Sex Trafficking Task Force. In December 2025, the City Council approved and passed Resolution 1077-1225. The approved Resolution extended the grant's end date to June 30, 2027, provided additional funding for essential training for all first responders, removed the overtime ceiling for all task force personnel, authorized the purchase of one pole camera, and allowed out-of-state training opportunities. This Resolution amends the Intergovernmental Agreement (IGA) with the partnering agencies to reflect changes previously approved under Resolution 1077-1225.

BUDGET IMPACT:

Funding is provided by the Department of Emergency and Military Affairs (DEMA) under Resolution 1006-0123. Financial obligations are outlined in the amended IGA and include reimbursement for assigned task force detectives for overtime and out-of-state travel through the City of Avondale to the Cities of Buckeye, Goodyear and the Maricopa County Sheriff's Office (MCSO). Appropriation for this grant is included in the department's annual budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an amended Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which includes the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the West Valley Sex Trafficking Task Force and continue operations under the previously amended DEMA grant and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

RESOLUTION NO. 1033-0526

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND MARICOPA COUNTY, ARIZONA FOR AND ON BEHALF OF THEIR RESPECTIVE POLICE DEPARTMENTS OR LAW ENFORCEMENT AGENCIES RELATING TO THE PARTICIPATION IN THE WEST VALLEY SEX TRAFFICKING TASK FORCE.

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

SECTION 1. The Intergovernmental Agreement amongst the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, Arizona relating to the participation in the West Valley Sex Trafficking Task Force (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to 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, May 18, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1033-0526

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION**

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA governmental entities listed may be referred to as a “Party” and may be referred to collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

WHEREAS, the Parties are authorized and empowered by ARIZ. REV. STAT. §§ 11-951 et. seq. and ARIZ. REV. STAT. § 13-3872, and in some instances by city charter provisions, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the Parties partnered together for the design, construction and operation of the Southwest Family Advocacy Center (“the Center”) to provide a multi-disciplinary team approach with regard to investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases; and

WHEREAS, on October 1, 2022, the City of Avondale, on behalf of the Center, was awarded grant funding from the Arizona Department of Emergency and Military Affairs (“DEMA”) for costs associated with programs, equipment and/or activities that reduce human trafficking and on June 11, 2025 the DEMA grant’s term was extended to June 30, 2027; and

WHEREAS, the DEMA grant provided that the City of Avondale was authorized to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to investigate potential trafficking cases, create a trafficking task force, pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, the Parties entered into an Intergovernmental Agreement in June 2023 establishing the West Valley Sex Trafficking Task Force to coordinate efforts with West Valley agencies to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders; and

WHEREAS, this IGA provides for the continued operations of the task force.

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

II. PURPOSE & CREATION

This IGA provides for the continued operations of the West Valley Sex Trafficking Task Force (“Task Force”) which is comprised of the Agencies of the above listed Parties.

This IGA defines the cooperative effort between the Parties and Agencies charged with the investigation of criminal offenses concerning sex trafficking of adults and minors. Furthermore, this IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

III. MISSION

The mission of the Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending offenders. This will be achieved through collaborative efforts among the Agencies, proper training, acquisition of necessary equipment and on-going investigative operations.

IV. OBJECTIVES

Each Agency, individually and while coordinating efforts, will strive to achieve the following objectives:

- *To identify, locate, and assist trafficking victims.*
- *To provide resources and assistance to trafficking victims.*
- *To identify, locate, and apprehend sex buyers and potential predators.*
- *To suppress sex buying operations.*
- *To enforce local ordinances and state statutes.*
- *To assist other Agencies with the suppression of sex and human trafficking.*

V. RESPONSIBILITIES

The responsibilities of each individual Agency vary depending upon the specific investigation, operation or task. The following outlines general responsibilities of the Agencies:

- A. All Agencies will:
 1. Identify and investigate sex traffickers;
 2. Identify sex trafficking victims and make referrals for social services;
 3. Collaborate with other investigative Agencies to proactively identify sex and human trafficking cases;
 4. Provide training, educational materials, and technical assistance concerning sex trafficking to assigned personnel about, but not limited to, the following topics:
 - i. Sex trafficking victim’s mindset

- ii. Applicable local ordinances and state statutes
 - iii. Best practices for trafficking operations
 - iv. Current sex trafficking trends
 - v. Undercover tactics for sex trafficking investigations
 - vi. Tactical considerations for sex trafficking operations
 - vii. Legal requirements concerning sex trafficking investigative operations
 - viii. Correct verbiage, and online chatting associated with sex trafficking
 - 5. Provide planned takedown and cover teams for assigned personnel when operating within the Agency's jurisdiction (when necessary and depending upon staffing availability)
 - 6. In accordance with the respective Agency's policies, assigned Detectives and Sergeants will be expected to utilize body worn camera or other covert recording systems provided by the Agency or Task Force in order to record encounters, conversations, and interactions with subjects in order to protect the integrity and safety of all involved.
- B. Avondale Police Department will:
- 1. Provide assigned Sergeant(s) to supervise the operations.
 - 2. Provide assigned Detective(s).
 - 3. Initiate investigations regarding sex trafficking.
 - 4. Provide coordination and support in raising awareness and capacity among Avondale Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations ("NGOs") through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 5. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 - 6. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Avondale to ensure a coordinated community response to human and sex trafficking.
- C. Goodyear Police Department will:
- 1. Provide assigned Detective(s).
 - 2. Initiate investigations regarding human sex trafficking.
 - 3. Provide coordination and support in raising awareness and capacity among Goodyear Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.

5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Goodyear, including the Crisis Intervention Team with the Goodyear Fire Department, to ensure a coordinated community response to human and sex trafficking.
- D. Buckeye Police Department will:
1. Provide assigned Detective(s).
 2. Initiate investigations regarding human sex trafficking.
 3. Provide coordination and support in raising awareness and capacity among Buckeye Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for identifying and responding to human and sex trafficking.
 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Buckeye to ensure a coordinated community response to human and sex trafficking.
- E. Maricopa County Sheriff's Office will:
1. Provide assigned Detective(s).
 2. Initiate investigations regarding human trafficking.
 3. Provide coordination and support in raising awareness and capacity among law enforcement in the area of Maricopa County, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the area of Maricopa County to ensure a coordinated community response to human and sex trafficking.

VI. OPERATIONS

Each Agency will be primarily responsible for directing, monitoring, and carrying out the operations set forth below:

- A. Outreach Operation:
1. Detectives will visit known forums, websites and geographical areas known for soliciting sex to identify offenders. Detectives will then set up a meeting at a pre-selected place and time. Once probable cause is established, the prostituted person will be detained by the arrest team that is staged nearby.

2. Once the prostituted person is cleared of weapons or other harmful items, they will be introduced to service providers and advised they are not going to be arrested for the offense. The prostituted persons will be given the option of accepting services or leaving the location.
 3. This is a non-enforcement detail solely focused on the rescue of victims of child and adult sex trafficking.
 4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.
- B. Customer apprehension program:
1. Detectives will post ads on multiple forums, websites known to be frequented by sex buyers and predators who operate in a geographical area where there are known sex buyers. Once probable cause is established investigators may disclose the hotel location or hotel room to the suspect (as needed) or take the suspect in custody on location if applicable. The exact locations of the operation will only be disclosed with permission of Agency command to avoid multiple suspects arriving at the same time. Assigned Detectives will assist with workups and identification of suspects prior to the suspects arrival, if applicable.
 2. Surveillance/overwatch teams will be set up in the parking lot or in the area of the undercover Detective and provide intel to other assigned personnel.
 3. Takedown teams will take suspect into custody when deemed safe to proceed and in an appropriate location.
 4. This is an enforcement operation which will be focused on identifying and arresting sex buyers.
 5. Sex buyers will be charged with applicable city and or state offenses during this operation.
 6. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.
- C. Child predator operation:
1. Detectives will focus on arresting sexual predators who are looking to traffic and/or engage in sexual activity with underage persons. Ads will be posted on a variety of internet sites commonly used to facilitate child sex, sex trafficking and prostituted persons. The undercover officers and detectives posing as juveniles and/or traffickers will field calls/texts/emails from suspects and set a “date” after an agreement for sexual services is determined.
 2. Once a suspect arrives at the meet location, and probable cause has been established, the suspect will be taken into custody by the arrest team(s).
 3. This operation is focused on identifying, locating, and arresting child predators for applicable city and or state offenses.
 4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

VII. COSTS AND ANY REIMBURSEMENT

- A. The Parties will be responsible for primary costs associated with implementing this IGA that are incurred by their respective Agencies.
- B. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this IGA.
- C. The City of Avondale has obtained a grant from DEMA. The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations. The reimbursement descriptions and amounts are set forth in Attachment A 2022 DEMA Agreement and Attachment B 2025 DEMA Amendment, each incorporated herein. Reimbursement funding is contingent upon remaining available funding. The Agency should contact the Center Director to confirm available funding amounts.
- D. Each Agency shall provide supporting documentation to the City of Avondale for Agency reimbursements. Agency reimbursement documentation shall be sent to the City of Avondale to the following contacts:

Advocacy Center Director: Reem George
Southwest Family Advocacy Center Director
2333 N Pebble Creek Pkwy STE A-200
Goodyear, AZ 85395
Office: 623-333-7911
Email: rgeorge@avondaleaz.gov

Finance and Budget: Veronica Martinez
Account Analyst
City of Avondale
11465 West Civic Center Drive, Suite 250
Avondale, AZ 85323
Office: 623-333-2044
Email: vmartinez@avondaleaz.gov

- E. The required supporting documentation includes the following documents:
 - 1. General Ledger. This document should illustrate the payroll expenses for the pay period. This document should reconcile the assigned employee's timesheet.
 - 2. Timesheets. This document exhibits the employee's time records for the applicable pay period for which reimbursement is sought.
 - 3. Pay Profile – This document is an earnings statement to show proof of payment to the employee assigned to the task force.

F. Any Agency request for reimbursement shall be submitted to the City of Avondale in accordance with the following schedule:

PERIOD OF PERFORMANCE	SUBMITTAL OF REIMBURSEMENT DOCUMENTATION DUE DATE
Qtr. 1: July 1 – September 30	Qtr. 1: October 7
Qtr. 2: Oct.1 – Dec.31	Qtr. 2: January 7
Qtr. 3: Jan.1 - March 31	Qtr. 3: April 7
Qtr. 4: April 1 - June 30	Qtr. 4: July 7

G. If an agency fails timely submit all required reimbursement documentation, as set forth subsections E and F, then the City of Avondale shall deny the reimbursement request, absent extenuating circumstances.

VIII. EQUIPMENT

Computers, phones, internet access and any other hardware will be provided by the City of Avondale and will be considered the property of the City of Avondale.

IX. EFFECTIVE DATE, DURATION AND CANCELLATION OF IGA

The effective date of this IGA is January 1, 2026. This IGA shall remain in effect until December 31, 2027, unless otherwise terminated by the terms of this IGA or operation of law. Failure by one or more Parties to execute the IGA shall not invalidate the IGA as to those Parties who did so. Any Party may withdraw from this IGA with or without cause by giving thirty (30) calendar days written notice to the other Parties to the IGA.

X. SUPERVISION AND WORKER'S COMPENSATION

Pursuant to ARIZ. REV. STAT. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this IGA shall be deemed to be an employee of all Parties. The parent Agency shall be solely liable for payment of worker's compensation benefits. Each Agency shall post a notice required pursuant to ARIZ. REV. STAT. § 23- 1022(E). In addition, any volunteer of a Party that is involved in the execution of training, events, or activities pursuant to this IGA shall be considered an employee of that Party pursuant to ARIZ. REV. STAT. § 23-901.06 and entitled to benefits pursuant to ARIZ. REV. STAT. Title 23, Chapter 6 Worker's Compensation.

XI. NON-JOINT VENTURE

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

XII. EMPLOYEE RESPONSIBILITY

Parties acknowledge that under this IGA an employee of one party is not to be considered an employee of another party in regard to rights of County merit, County retirement, or County personnel rules. The parties shall have total responsibility for all salaries, wages, bonuses,

retirement, withholdings, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning the party's individual employees and shall save and hold one another harmless with respect thereto.

XIII. NONDISCRIMINATION

No Party shall engage in any form of illegal discrimination. The Parties to this IGA shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act.

XIV. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 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 IGA that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations shall survive termination of this IGA.

XV. INSURANCE

Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.

The following insurance requirements are applicable:

- A. Each Party agrees to procure and maintain for the duration of the IGA, insurance against claims for injury to persons or damage to property that may arise from or in connection with this IGA.
- B. The insurance requirements contained in this IGA are minimum requirements and in no way limit the indemnity covenants contained in this IGA. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this IGA. The Parties are free to purchase additional insurance as they deem necessary.
- C. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:
Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- D. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this IGA and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- E. Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.
- F. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to ARIZ. REV. STAT. § 11-952.01.
- G. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

XVI. GOVERNING LAW

The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this IGA, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

XVII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of ARIZ. REV. STAT. § 41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under ARIZ. REV. STAT. § 23-214(A).

A breach of this warranty will be considered a material breach of this IGA and may subject the breaching party to penalties up to and including termination of this IGA.

All the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this IGA or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this IGA if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA§ 1324(a) and (b) of the

Federal Immigration and Nationality Act and the E-Verify requirements prescribed by ARIZ. REV. STAT. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters with any and all of its contractors or subcontractors who provide services under this IGA.

XVIII. NOTICES

Any notice required to be given under this IGA will be provided to all Parties to this IGA. The Task Force Chiefs shall compile a list of each Agency's contact person, address, and phone number and distribute said list to each Party to this IGA. The contact list shall be updated annually.

XIV. CANCELLATION PROVISIONS PURSUANT TO ARIZ. REV. STAT. § 38-511

The Parties reserve all rights that each may have to cancel this IGA for possible conflicts of interest under ARIZ. REV. STAT. § 38-511, as amended.

V. OTHER PROVISIONS

The following general provisions are applicable:

- A. If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- B. This IGA contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This IGA may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this IGA shall not be deemed to amend this IGA and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.
- C. Each party agrees to comply with ARIZ. REV. STAT. §§ 35-393 et seq., if applicable. Nothing within this IGA shall be construed to limit the ability of participating Agency to provide, or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.
- D. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.
- E. Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.
- F. No term or provision in this IGA is intended to create a partnership, joint venture, or Agency arrangement between the Parties.

XVVI. MULTIPLE COUNTERPARTS

This IGA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

Each Agency shall provide a copy of its fully executed IGA to every other Agency.

[SIGNATURES ON FOLLOWING PAGES]

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document.

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Doug Sandstrom, City Manager

Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Tosca Henry, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Jasmine Pernicano, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Thomas Galvin, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above IGA on behalf of her/his client and (ii) as to her/his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


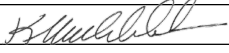
County Attorney

ATTACHMENT A
TO
INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION

[2022 DEMA Agreement]

See following pages.

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE		TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE
1	AZDEMA-CFO	COORD	Mr. Jensen Forde Digitally signed by Jensen Forde Date: 2022.12.09 15:50:34 -07'00'	6			
2	AZDEMA-Gn. Counsel	COORD	Mr. Jeremy Horn Digitally signed by Horn, Jeremy Date: 2022.12.09 10:07:39 -07'00'	7			
3	NGAZ-DAS-COS	Review	LTC Justin Douglas 	8			
4	NGAZ-TAG	Approve	MG Kerry L. Muehlenbeck 	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Mr. Kyle Matthew	AZDEMA-CPO	(602) 464-6491	EJM	

SUBJECT	DATE
Border Security Fund Agreement- Avondale Police Department, Anti Human Trafficking, SWFAC	20221205

SUMMARY Attachments

1. PURPOSE: Reimburse Avondale Police Department, acting on behalf of the Southwest Family Advocacy Center, for the costs of programs, activities and/or equipment that reduce human trafficking, and that comply with the requirements of Section 26-106, Arizona Revised Statutes.

2. BACKGROUND: General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec. 110

3. DISCUSSION: Avondale Police Department will use these funds to cover operating costs of the Southwest Family Advocacy Center, and contract with the members of the center for services that reduce human trafficking.

4. RECOMMENDATION: NGAZ-TAG approve/sign agreement.

//SIGNED//

KYLE MATTHEW
Chief Procurement Officer
Arizona Department of Emergency and Military Affairs
(602) 464-6491
kyle.matthew@azdema.gov

1 Attachment
1. M22-0052_APD_AHTGF_\$499K_SWFAC.pdf



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0052

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.

CITY OF AVONDALE AGREEMENT ADMINISTRATORS

The City of Avondale
11465 West Civic Center Drive

Avondale, AZ 85323

Contact Name: Ron Corbin, City Manager

Phone Number: (623) 333-1016

Email: Citymanager@avondalez.gov

Avondale Police Department

11485 West Civic Center Drive

Avondale, AZ 85323

Contact Name: Reem Nabil George, Director of the Southwest

Family Advocacy Center

Phone Number: (623) 333-7911

Email: RGeorge@avondalez.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs

5645 East McDowell Road,

Building, M5800

Phoenix, AZ 85008

Contact Name: Kyle Matthew, Chief Procurement Officer

Phone Number: (602) 464-6491

Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as “Agreement”) is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as “DEMA”, a “budget unit” as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE CITY OF AVONDALE** and the **AVONDALE POLICE DEPARTMENT** [hereinafter referred to together as “City”, authorized to contract pursuant to A.R.S. § 9-241]. The City of Avondale for the purposes of this Agreement bears the responsibility of distributing, overseeing, and reporting on the usage of Border Security Fund funds on behalf of the partnering agencies of the **SOUTHWEST FAMILY ADVOCACY CENTER** [hereinafter referred to together as the “Center”]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Center and reimbursed by DEMA through the City pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-106, Arizona Revised Statutes.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS



5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

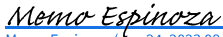


Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The City of Avondale	Arizona Department of Emergency and Military Affairs
Signature  <small>Ron Corbin (Jan 24, 2023 08:03 MST)</small>	Signature 
Printed Name Ron Corbin	Printed Name Major General Kerry L. Muehlenbeck
Title City Manager Date <u>Jan 24, 2023</u>	Title The Adjutant General The above referenced Agreement is hereby executed this <u>4th</u> Day of <u>February</u> , 20 <u>23</u>

Avondale Police Department
Signature  <small>Memo Espinoza (Jan 24, 2023 08:16 MST)</small>
Printed Name Memo Espinoza
Title Chief of Police Date <u>Jan 24, 2023</u>

ATTEST:





Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Center to be reimbursed by DEMA.

1.1 The City, as the signatory to this Agreement on behalf of other law enforcement agencies cooperating on behalf of the Center, is solely responsible for the usage of Border Security Funds. Once DEMA transfers the funds under this Agreement to the City, the City is solely responsible for overseeing the funds, including any further disbursement to other law enforcement-related agencies that partner with the City, and reporting to DEMA on the usage of these funds. If the City further disburses these funds to another law enforcement-related agency, including the Center, following the initial fund transfers from DEMA, the City shall retain responsibility for any necessary information or documentation relating to the spending of these funds be made available to DEMA upon request. The City shall be DEMA's primary point of contact for any issues or information related to this Agreement or the funds transferred under it.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The City of Avondale and the Avondale Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means The City of Avondale and the Avondale Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Avondale and the Avondale Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or The City of Avondale.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

2.8. "Southwest Family Advocacy Center," "SWFAC" and/or "Center" means the organization cooperatively formed by the City of Avondale, the Town of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of \$499,925.99 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the City for the purposes identified in this Agreement and shall be used to supplement funds already available to the City for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this 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 Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature



Douglas A. Ducey
GOVERNOR

**STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road
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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	Name: Darlene Quihuis
Title: Director of the Southwest Family Advocacy Center	Title: Assistant Director
Phone: (623) 333-7911	Phone: (602) 464-6454
Email: RGeorge@avondaleaz.gov	Email: Darlene.Quihuis@azdema.gov

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	Name: Kyle A. Matthew
Title: Director of the Southwest Family Advocacy Center	Title: Chief Procurement Officer
Address: 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395	Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008
Phone: (623) 333-7911	Phone: (602) 464-6491
Email: RGeorge@avondaleaz.gov	Email: Kyle.Matthew@azdema.gov

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.



Douglas A. Ducey
GOVERNOR

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application 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.

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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 is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The City of Avondale, DEMA 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



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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, the Contractor and its subcontractors shall name The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

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

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the City shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

26. Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.



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ADDENDUM A
SCOPE OF WORK

1. **Project Title:** The City of Avondale, Anti-Human Trafficking Grant Fund Program.
2. **Project Timeline:** October 1, 2022 to December 31, 2025.
3. **Purpose:**
 - a. Reimburse The City of Avondale, acting on behalf of the Southwest Family Advocacy Center (SWFAC), for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements of Section 26-106 Arizona Revised Statutes.
4. **Tasks:**
 - a. Purchase supplies in accordance with the budget approved by DEMA.
 - b. Appoint, train, equip and reimburse Avondale Detective, Police Crime Analyst and Sergeant in positions at the Center, in accordance with the budget approved by DEMA.
 - c. Make reservations for and reimburse SWFAC personnel travel costs for human-trafficking training conferences, and for out-of-state travel for investigation and case follow-up.
 - d. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
 - a. Not to exceed \$499,925.99.

6. Reporting Requirements and Deliverables:

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov



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Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

- a. Ensure all procurement of goods and services are following established applicable procurement law and the City’s written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.
- b. All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



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ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$201,780.00
Fringe	\$4,056.00
Travel	\$12,300.00
Equipment (Not Applicable)	\$0
Supplies	\$30,140.00
Contractual	\$251,649.99
Other (Not Applicable)	\$0
Total Direct Costs	\$499,925.99
Administration (Not applicable)	\$0
TOTAL (Not to Exceed)	\$499,925.99

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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**ADDENDUM C
BUDGET AND JUSTIFICATION**
October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Avondale Detective, 30 hours of overtime work/month	TBD from among current ICAC/sex crimes detectives	\$21,600.00/year x 3 years	100%	\$64,800.00
Part-time Police Crime Analyst, 20 hours/week	TBD	\$40,560.00/year x 3 years	100%	\$121,680.00
Police Sergeant, 5 hours/month	TBD from among current sergeants at the advocacy center	\$5,100.00/year x 3 years	100%	\$15,300.00

TOTAL PERSONNEL REQUEST	\$201,780.00
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JUSTIFICATION:

This funding will cover personnel costs for three years of a part-time crime analyst, an Avondale detective located at the Center, and an Avondale detective located at the Center. The analyst will have at least four years of experience as a crime and intelligence analyst and a bachelor’s degree from an accredited university specializing in criminal justice or a related field. The analyst will meet and communicate regularly with the team and provide assistance, analysis and reports to the task force.

The Avondale detective will be a seasoned Internet Crimes Against Children (ICAC) detective located at the Center and will perform operations such as undercover stings and investigations during overtime hours dedicated to the prevention of human trafficking.

The Avondale sergeant will perform supervision and assistance with task force activities.



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Utilizing current ICAC and sex crimes detectives (for Avondale and sub-contractors- Buckeye, Goodyear, and MCSO) brings the benefit of utilizing online investigations techniques, and advanced forensic interview experience learned through their current positions.

Having all detectives located at the same facility allows for better communication and coordination for the task force and any activity relating to undercover operations. In addition, utilizing overtime for current detectives allows the four agencies time to get the project started immediately. This will enable the four agencies to arrange for more permanent solutions beyond the project timeline, and plan more strategically.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Police Crime Analyst	TBD	\$1,352.00/year x 3 years.		\$4,056.00
TOTAL FRINGE REQUEST				\$4,056.00

JUSTIFICATION:

Funding will provide for annually accrued sick leave only for Avondale Police Crime Analyst.

C. Travel:

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Professional Development Conference for one detective and one crime analyst.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	\$1,600.00 x 2 Persons x 3 Years	\$9,600.00
Out-of-state travel for one Avondale detective for case investigation and case follow-up.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	\$1,350.00 x 2 Years	\$2,700.00



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TOTAL TRAVEL REQUEST	\$12,300.00
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JUSTIFICATION:

One detective and one part-time analyst assigned to the Center will attend one training per year for two years focused on human trafficking investigations and operations, as well as professional development. Professional development resources are designed to provide intensive training for detectives, enabling them to network with their peers nationally while providing them with the necessary knowledge of emerging trends and investigative techniques.

The out-of-state travel for detectives will permit them to follow-up on leads and interview witnesses for their investigations.

D. Equipment (Over \$5,000 per item): Not Applicable

E. Supplies: (Items Costing Less Than \$5,000.00 per unit)

Item(s) (1)	Rate (2)	Cost (3)
12 Burner phones	\$50/Phone x 3 phones/detective x 4 detectives	\$600.00
5 Computers not affiliated with any city for undercover operations- four detectives and one analyst	\$1,000.00/computer x 5 computers	\$5,000.00
Callyo law enforcement mobile app installed on the burner phone for each detective	\$45/month x 12 months x 3 years x 4 detectives	\$6,480.00



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Marinus Analytics “Traffic Jam” software licensing fees	\$2,300.00 x 3 years	\$6,900.00
24 Hotel stays for undercover operations	\$150/day x 2-day operations x 4 operations x 3 years	\$3,600.00
Online dating app subscriptions for each detective, two apps per month	\$20/app x 2 apps/detective x 4 detectives x 36 months	\$5,760.00
Training brochures- including impressions and prints for first responder training	\$1,800 for the project timeline	\$1,800.00

TOTAL REQUEST	\$30,140.00
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JUSTIFICATION:

These supplies will enable detectives to work efficiently and utilize mobile applications and online forums for their undercover investigations. Callyo will provide detectives with the capability of investigating human trafficking cases online, while Traffic Jam will provide a task force with a report containing tips on potential leads on human trafficking activities in their cities.

Hotel rentals will allow detectives to conduct operations to identify potential trafficking victims. Subscriptions for dating sites assist detectives with communicating with potential victims and setting up “dates” for rescue operations.

Brochures will be printed, widely dispersed throughout the four agencies and used as a resource for first responders.



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F. Contractual:

Name (1)	Service (2)	Rate (3)	Cost (4)
Buckeye Police Department	1 Buckeye detective to provide 36 months of overtime work at 30 hours per month to perform investigation and undercover operations.	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Buckeye Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Buckeye detective to attend an annual professional development conference for three years.	\$1,600.00 x 3 years	\$4,800.00
Buckeye Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Buckeye detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00
Buckeye Police Department		Subtotal	\$72,300.00
Goodyear Police Department	1 Goodyear detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations.	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Goodyear Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Goodyear detective to attend an annual professional development conference over three years	\$1,600.00 x 3 years	\$4,800.00
Goodyear Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Goodyear detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00



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Name (1)	Service (2)	Rate (3)	Cost (4)
Goodyear Police Department		Subtotal	\$72,300.00
Maricopa County Sheriff's Office (MCSO)	1 MCSO Detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, registration, lodging and per diem pay for 1 MCSO detective to attend an annual professional development conference over three years.	\$1,600.00 x 3 years	\$4,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, lodging and per-diem pay for out-of-state travel for 1 MCSO detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00
Maricopa County Sheriff's Office (MCSO)		Subtotal	\$72,300.00
Dr. Dominique Roe-Sepowitz, ASU	Training for all first-responders for the four partner agencies	\$650.00/training x 15 trainings	\$9,750.00
Dr. Dominique Roe-Sepowitz, ASU	Annual evaluation of data, analysis and report.	\$8,333.33 x 3 years	\$24,999.99
Dr. Dominique Roe-Sepowitz, ASU		Subtotal	\$34,749.99
TOTAL CONTRACTUAL REQUEST			\$251,649.99



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JUSTIFICATION:

The sub-grantees, Buckeye, Goodyear and MCSO will perform the same duties as the Avondale detective, enabling them to investigate potential trafficking cases, coordinate efforts with one another, and create the human trafficking task force, among other activities.

Funds for training will be used to train all first responders. The annual evaluation will compile data in a report for future permanent funding of human trafficking operations and will be used to show the community’s needs.

The contract with Mrs. Roe-Sepowitz will provide training for staff and law enforcement officers at various locations in the west valley to accommodate all four law enforcement agencies totaling five training sessions per year for three years (15 total training sessions X \$650 a day, federal rate), for a total of \$9,750. The training sessions for first responders will include the following:

- 400 Officers

- 45 Center staff

- 75 Dispatchers

- 250 Fire personnel

- 50 Other direct service staff

- 100 Other law enforcement partners

Mrs. Roe-Sepowitz will gather and evaluate data from the previous year, including the number of crime victims served, the number of investigations completed, the number of cases submitted for prosecution, gaps in service, demographics of victims, and defendants and any recommendation for additional services and any other relevant information that will be presented in a report annually to the Steering Committee. The cost for the collection of data and report writing per year is \$8,333.33 x 3 years, totaling \$24,999.00.

G. Other: Not Applicable

H. Total Direct Charges:

TOTAL DIRECT CHARGES	\$499,925.99
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I. Administration: Not Applicable



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THE ADJUTANT GENERAL

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	\$499,925.99
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K. BUDGET SUMMARY:

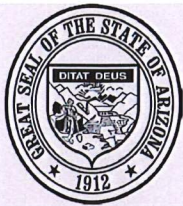
Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	\$67,260.00	\$67,260.00	\$67,260.00	\$201,780.00
Fringe	\$1,352.00	\$1,352.00	\$1,352.00	\$4,056.00
Travel	\$4,550.00	\$4,550.00	\$3,200.00	\$12,300.00
Equipment				
Supplies	\$14,980.00	\$7,580.00	\$7,580.00	\$30,140.00
Contractual	\$85,233.33	\$85,233.33	\$81,183.33	\$251,649.99
Other				
Total Direct Charges	\$173,375.33	\$165,975.33	\$160,575.33	\$499,925.99
Administration				
Total Project Costs	\$173,375.33	\$165,975.33	\$160,575.33	\$499,925.99

*FOR FUTURE REQUESTED YEARS

ATTACHMENT B
TO
INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION

[2025 DEMA Amendment]

See following pages.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell
Road Phoenix, Arizona 85008-
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(602) 267-2700 DSN: 853-2700



Brigadier General John A. Conley
THE ADJUTANT GENERAL

Agreement Type: Agreement (Amendment 2)
M22-0052

Agreement Effective Date: July 1, 2021
Agreement Termination Date: June 30, 2025

Amendment Effective Date: 06/11/2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022, Chapter 313, Section 110.

RECIPIENT AGREEMENT ADMINISTRATORS

The City of Avondale
Address: 11465 West Civic Center Drive
Avondale, AZ 85323

Contact Name: Ron Corbin, City Manager
Phone Number: (623) 333-1016
Email: citymanager@avondaleaz.gov

Avondale Police Department
Address: 11485 West Civic Center Drive
Avondale, AZ 85323

Contact Name: Reem Nabil George, Director of the Southwest
Family Advocacy Center
Phone Number: (623) 333-7911
Email: rgeorge@avondaleaz.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road, Bldg. M5800
Phoenix, AZ 85008

Contact Name: Grants Administrator
Phone Number: (602) 464-6442
Email: grants.border@azdema.gov

INTERAGENCY SERVICE AGREEMENT AMENDMENT - PURPOSE
THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

Pursuant to the Agreement Terms, Provision 4 – AMENDMENT:

1. Provision 5 – BUDGET:

Please see attached Exhibit “A”.

2. Provision 11 – AGREEMENT TERM:

Revise From: “The term of this Agreement shall be from October 1, 2022, to December 31, 2025.”
Revise To: “The term of this Agreement shall be from October 1, 2022, to June 30, 2027.”

Please see attached Exhibit “B”.



Katie Hobbs
GOVERNOR

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Brigadier General John A. Conley
THE ADJUTANT GENERAL

Electronic Submission: An electronic or portable document file (PDF) copy of this Amendment shall serve as the original.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERETOFORE CHANGED AND/OR AMENDED, REMAIN UNCHANGED AND IN FULL EFFECT.

WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement.

RECIPIENT AGREEMENT ADMINISTRATOR		DEMA AGREEMENT ADMINISTRATOR	
Authorized Signature <small>Ron Corbin (Dec 16, 2025 07:50:07 MST)</small>		Authorized Signature	
Printed Name Ron Corbin		Printed Name Brigadier General John A. Conley	
Title City Manager		Title The Adjutant General	
Date 12/16/2025		Date	

RECIPIENT AGREEMENT ADMINISTRATOR		RECIPIENT AGREEMENT ADMINISTRATOR	
Authorized Signature <small>M. Espinoza (Dec 16, 2025 07:54:01 MST)</small>		Authorized Signature	
Printed Name Memo Espinoza		Printed Name	
Title Chief of Police		Title	
Date 12/16/2025		Date	

Attest:

City Clerk



Arizona Department of Emergency & Military Affairs
Division of Emergency Management
FFY 2023 Border Security Grant Fund
Award Period of Performance - 10/1/22 to 12/31/25

Budget Modification Request

Avondale Police Department
M27-0052
2

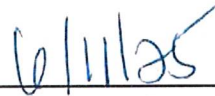
<u>Budget Category</u>	<u>Current Budget</u>	<u>New Budget</u>	<u>Difference</u>	
Personnel	-	-	-	#DIV/0!
Fringe Benefits	-	-	-	#DIV/0!
Travel	-	30,000.00	(30,000.00)	#DIV/0!
Equipment	5,500.00	5,500.00	-	-
Supplies	36,676.00	42,676.00	(6,000.00)	0.16
Contractual	293,949.99	234,649.99	59,300.00	(0.20)
Other	163,800.00	187,100.00	(23,300.00)	0.14
Total Direct Charges	499,925.99	499,925.99	-	-
Indirect	-	-	-	#DIV/0!
	499,925.99	499,925.99	-	-



Approval Signature

Assistant Director

Title



Date

*

*For DEMA/EM signature

	Application	Amendment	Difference	Notes
Personnel				
PERSONNEL TOTAL	\$ -	\$ -	\$ -	
Fringe Benefits				
FRINGE BENEFIT TOTAL	\$ -	\$ -	\$ -	
Travel				
NEW - Various In & Out of State, Professional Trainings & Conferences 2023-2027 for 8 Detectives & 1 Sergeant (Travel Expenses: Registration/Airfare/Lodging/Meals/Ground Transportation)	\$ -	\$ 30,000.00	\$ 30,000.00	Justification: Trainings include various in & out of state events such as the JuST Conference; IAHTI Conference - usu in Florida; Human Trafficking Summit; RISS; and other similar Trainings: Destinations TBD
TRAVEL TOTAL	\$ -	\$ 30,000.00	\$ 30,000.00	
Equipment				
1 Small Body Camera to be used by female detective(s); REVISE to: Temporarily placed Pole Camera to capture images in public parking lots during Undercovering Operations	\$ 5,500.00	\$ 5,500.00	\$ -	
EQUIPMENT TOTAL	\$ 5,500.00	\$ 5,500.00	\$ -	
Supplies				
12 Burner Phones for the Task Force x \$100/ph = \$1,200; \$50/mo service x 36 mos = \$1,800	\$ 3,000.00	\$ 3,000.00	\$ -	
Service for 1 (Non-Burner) Phone Line used from ADP office to contact Task Force in the field (\$50/mo x 36 mos = \$1,800)	\$ 1,800.00	\$ 1,800.00	\$ -	
5 Ring Cameras x \$106/ea = \$530; Service Lines \$22/mo (incl all 5 cameras) x 36 mos = \$792	\$ 1,322.00	\$ 1,322.00	\$ -	
5 Computers for 4 Detectives & 1 Sergeant, not affiliated w/ any City internet (wifi) network x \$1,800/comp = \$9,000 + Warranty of \$8,333/comp x 5 comps x 36 mos = \$1,500; REVISE to: 5 computers w/ warranty for 5 Detectives & 1 Sergeant not affiliated w/ any City internet (wifi) network @ \$2K = \$10.5K, plus additional 2 computers w/ warranty for 2 new Detectives @ \$3K/ea = \$6K	\$ 10,500.00	\$ 16,500.00	\$ 6,000.00	
Hotspot Service - alternate internet system re Investigative Ops use of 5 computers (\$280.55/mo x 36 mos); REVISE to... Hotspot Devices or Wifi Pucks Service...	\$ 10,100.00	\$ 10,100.00	\$ -	
Marinus Analytics "Traffic Jam" software licensing fees for 1 year only	\$ 2,400.00	\$ 2,400.00	\$ -	
1 Camera-wired hat for detective(s) to wear when meeting potential victims at a hotel bar	\$ 4,578.00	\$ 4,578.00	\$ -	
General Office Printing & Unexpected Office Supplies	\$ 400.00	\$ 400.00	\$ -	
10 Official (fake) MVD ID's used for undercover operations (\$30/ID)	\$ 300.00	\$ 300.00	\$ -	
3 Pairs of Ray-Ban Recorder Glasses (\$321.79/pair x 3 = \$965.38)	\$ 965.38	\$ 965.38	\$ -	
1 large TV located at ADP office specifically connected to Ring Cameras positioned at operation sites, on exterior and interior of hotel/motel/model home take-down rooms	\$ 360.22	\$ 360.22	\$ -	
Training Brochures - Includes impressions & prints for 1st Responder Trainings	\$ 950.40	\$ 950.40	\$ -	
SUPPLY TOTAL	\$ 36,676.00	\$ 42,676.00	\$ 6,000.00	
Contractual				

	Application	Amendment	Difference	Notes
BUCKEYE PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,633.00	\$ (19,767.00)	
GOODYEAR PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,633.00	\$ (19,767.00)	
MARICOPA PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,634.00	\$ (19,766.00)	\$ 199,900.00
Dr. Dominique Roe-Sepowitz, ASU - Training for all 1st responders for the 4-Partner Agencies (\$650/training x 15 trainings = \$9,750)	\$ 9,750.00	\$ 9,750.00	\$ -	
Dr. Dominique Roe-Sepowitz, ASU - Annual evaluations of data, analysis & report (\$8,333.33 x 3 yrs = \$24,999.99)	\$ 24,999.99	\$ 24,999.99	\$ -	
CONTRACTUAL TOTAL	\$ 293,949.99	\$ 234,649.99	\$ (59,300.00)	Note: OT \$66,634/ea x 3 = \$199,900 + Dr. DR-S' total amt of \$34,749.99 = \$234,649.99
Other				
Avondale PD - Overtime for 2 Detectives (\$60/hr x 20hrs/mo x 36 mos = \$86,400); REVISE to...Overtime for 2 Detectives	\$ 86,400.00	\$ 96,400.00	\$ 10,000.00	
Avondale PD - Overtime for 1 Sergeant (\$90/hr x 20hrs x 36mos = \$64,800); REVISE to...Overtime for 1 Sergeant	\$ 64,800.00	\$ 73,500.00	\$ 8,700.00	\$169,900.00
Hotel Stays for Undercover Sting Ops approx \$600/mo x 4 ops/yr x 3 yrs	\$ 7,200.00	\$ 14,700.00	\$ 7,500.00	
Undercover Operation Ground (Uber) Transportation ave cost of \$150/mo x 36 mos	\$ 5,400.00	\$ 2,500.00	\$ (2,900.00)	
OTHER TOTAL	\$ 163,800.00	\$ 187,100.00	\$ 23,300.00	
TOTAL DIRECT CHARGES	\$ 499,925.99	\$ 499,925.99	\$ -	
Indirect	\$ -	\$ -	\$ -	
FINAL APPLICATION TOTAL	\$ 499,925.99	\$ 499,925.99	\$ -	



May 29, 2025

DEMA Grants
Department of Emergency and Military Affairs (DEMA)
5636 E McDowell Road
Phoenix, AZ 85008

**RE: AGREEMENT M22-0052
 THE CITY OF AVONDALE POLICE DEPARTMENT
 BORDER SECURITY FUND/ANTI-HUMAN TRAFFICKING GRANT
 FUND**

I am writing to formally request an extension of our current DEMA grant agreement term as set forth in the original grant agreement M22-0052 (Agreement). The City of Avondale Police Department is currently requesting an extension of the Agreement to June 30, 2027. Our organization has made significant progress in combating human trafficking through multi-agency collaboration and community outreach efforts, and we believe additional time would allow us to maximize the impact of the remaining grant funds.

Our team has utilized approximately 20% of the allocated funds, with the remaining resources earmarked for continued law enforcement operations, training, data collection and analysis, and annual program evaluations. The extension would allow our organization to complete all planned program objectives, ensure proper outcomes and evaluations, develop sustainable plans for continued operations, and establish a permanent West Valley Sex Trafficking Task Force with permanent memberships.

Thanks in advance for your consideration of this matter.

Sincerely,

Reem George

Reem George
Director
Southwest Family Advocacy Center
City of Avondale Police Department
rgeorge@avondaleaz.gov
623-333-7911

*Approved
6/11/25
DAD*

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1034-0526 - Second Amendment to Intergovernmental Agreement with Maricopa County for Workforce Development Services

MEETING DATE: 5/18/2026

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director

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

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

STRATEGIC PLAN:

Strategic Plan - Community Well-Being. Workforce Development improves our citizens' economic stability. When people have access to relevant skills and steady employment, household incomes rise, poverty rates fall, and families are better able to meet basic needs like housing, food, and healthcare.

PURPOSE:

City Council will consider a request to adopt Resolution 1034-0526, amending the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator 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 Neighborhood and Family Services Department has experienced a growing demand for workforce development services within the community. To better meet these needs, the department is focused on leveraging strategic partnerships to expand access to job training, placement programs, and employment opportunities. On May 16, 2022, the City entered into an Intergovernmental Agreement with Maricopa County to provide workforce development services. This agreement enabled the integration of the County's workforce development system into the Arizona Complete Health Avondale Resource Center.

Through this partnership, workforce development activities and training are offered to support local employers in recruiting qualified talent, while also assisting adult and youth job seekers through Workforce Innovation and Opportunity Act (WIOA) programs. As part of the agreement, the County assigned a full-time Workforce Development Coordinator to the Resource Center, serving the City of Avondale 40 hours per week. These services benefit City residents by providing direct access to County staff who work with job seekers and local employers. WIOA program activities help individuals strengthen job search skills, explore career pathways, build the skills needed to enter or advance in specific occupations, and connect with employment opportunities offered by local businesses.

DISCUSSION:

Neighborhood and Family Services staff seek to amend the Intergovernmental Agreement with Maricopa County, Human Services Department, Workforce Development Division and continue the partnership that provides valuable Workforce Innovation and Opportunity Act (WIOA) program services through the resource center. The First Amendment extended the agreement through June 30, 2026. This Second Amendment will extend the agreement for two additional one-year terms and establish funding maximums for each year.

BUDGET IMPACT:

The parties shall share the costs for funding the program activities. The City shall compensate the County for program service delivery for a portion (approximately 50 percent) of the Workforce Development Coordinator's salary and related benefits up to the established maximums specified below. Funding for this cost-shared position will be covered using the city's CDBG allocations as detailed in the recently submitted 2026 HUD annual Action Plan. The City shall compensate the County as follows:

- For the period of July 1, 2026 through June 30, 2027, an amount not to exceed \$63,705.
- For the period of July 1, 2027 through June 30, 2028, an amount not to exceed \$65,911.

RECOMMENDATION:

Staff recommends that City Council approve Resolution 1034-0526 as the Second Amendment of the Intergovernmental Agreement with Maricopa County, Human Services Department, Workforce Development Division and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Regina Marette

RESOLUTION NO. 1034-0526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, RELATING TO WORKFORCE DEVELOPMENT, TO EXTEND THE AGREEMENT AND INCREASE FUNDING FOR A WORKFORCE DEVELOPMENT COORDINATOR.

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

SECTION 1. The Second Amendment to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to extend the agreement for two years, reduce the number of Workforce employees available to the City, and increase the City’s funding for a County workforce development coordinator assigned to the City to \$63,705.00 for fiscal year 2026-27 and \$65,911.00 for fiscal year 2027-28 (the “Amendment”), is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, May 18, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1034-0526

[Amendment]

See following pages.

AMENDMENT NO. 2
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

- I. Maricopa County (the “County”), administered by its Human Services Department, and the City of Avondale (“City”) entered into a financial Intergovernmental Agreement (“Agreement”) to integrate the County’s workforce development system into the City’s social and community services resource network. The Agreement was fully executed on or about June 8, 2022. Under the Agreement, the City provides funds to the County for program service delivery. The current Agreement term is July 1, 2024, through June 30, 2026, which provided funding for Fiscal Year 2025 through Fiscal Year 2026, with FY26 funding in the amount of \$54,534. The County and the City collectively are referred to as the “Parties.”

- II. The Parties now agree to enter this Amendment No. 2 to amend the Agreement as follows:
 - A. Extend the Agreement expiration date from July 1, 2026, through June 30, 2028.
 - B. Revise paragraph 2.0 (PURPOSE), to address the following:
 - 1. Revise and replace subparagraph 2.3 with the following:
 - 2.3 The County shall assign County staff to be located at the locations listed above:
 - 2.3.1 A Workforce Development Coordinator
 - 2. Revise and replace subparagraph 2.4 with the following:
 - 2.4 The services to be provided will benefit City residents by having County staff available to meet with job seekers and local employers and provide WIOA activities that will improve residents’ knowledge for:
 - 2.4.1 conducting job searches to secure stable employment;
 - 2.4.2 exploring career opportunities;
 - 2.4.3 improving skills necessary to enter or advance in a specific occupation or trade; and
 - 2.4.4 employment opportunities with local employers.
 - 3. Revise and replace subparagraph 2.5 with the following
 - 2.5 The Parties shall share the costs for funding the Program activities. The City shall compensate County on a quarterly basis for Program service delivery.
 - 2.5.1 City shall reimburse County for a portion of the Workforce Development Coordinator’s salary. The funding amount, per fiscal year, is indicated in the attached Itemized Service Budget, **Attachment A**. The Parties acknowledge that the Workforce Development Coordinator will remain a County

employee and will not be considered an employee of City.

- C. Revise and replace paragraph 6.0 (FUNDING), with the following:
- 6.0 FUNDING
- 6.1 City shall provide County with the amount defined in the Itemized Service Budget (ISB), Attachment A. The ISB has been developed between the Parties and is incorporated into this Agreement.
- 6.2 The anticipated costs for the Agreement term, City shall compensate County the following amounts:
- 6.2.1 For the period of July 1, 2026, through June 30, 2027, an amount not to exceed \$63,705; and
- 6.2.2 For the period of July 1, 2027, through June 30, 2028, an amount not to exceed \$65,911.
- D. Revise and replace paragraph 7.0 (AVAILABILITY OF FUNDING), with the following:
- 7.0 AVAILABILITY OF FUNDS
- 7.1 Should funding for Program activities be reduced for any reason and services are not funded, then a Party may either accept a decrease in services offered by the other Party or terminate this Agreement.
- 7.2 The Workforce Development Coordinator Position is contingent upon the City's receipt of federal funding. If City is unable to provide funding to support County personnel, then County has the right to either change the availability of or withdraw County staff (or both).
- E. Revise paragraph 9.0 (RESPONSIBILITIES OF ORGANIZATIONS), by removing subparagraph 9.1.1.11 in its entirety and replacing it with the following:
- 9.1.1.11 Providing City with reports on a semi-annual basis (i.e., January and July of each year) containing the following data metrics:
- 9.1.1.11.1 Community Outreach Efforts;
- 9.1.1.11.2 Total number of Enrollments - including participants' demographics as identified in **Attachment B** to the Agreement;
- 9.1.1.11.3 Summary of services provided;
- 9.1.1.11.3.1 Total number of Trainings provided;
- 9.1.1.11.3.2 Employment Outcomes; and
- 9.1.1.11.3.3 Number of Avondale Employers engaged in services.
- F. Revise Maricopa County point of contact in paragraph 11.0 (NOTICES), with the following:
- County:
 Jared Beard
 Workforce Development Assistant Director
 Maricopa County Human Services Department
 234 North Central Avenue, Suite 3000
 Phoenix, Arizona 85004
 Telephone: 623-280-7487
Jared.Beard@maricopa.gov
- G. Add the following paragraphs to the Agreement:

33.0 EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 33.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.
- 33.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.
- 33.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:
- 33.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);
- 33.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);
- 33.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);
- 33.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and
- 33.5.5 Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.
- 33.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

34.0 IMMIGRATION LAWS AND REGULATIONS

- 34.1 **Federal Immigration and Nationality Act**
- 34.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 34.1.2 By entering into this Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to either Party upon request. These warranties

shall remain in effect through the term of the Agreement. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

34.1.3 The Parties may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the Parties suspect or find that either Party or any of its contractors or subcontractors are not in compliance, then the compliant Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the non-compliant Party. All costs necessary to verify compliance are the responsibility of the non-compliant Party or its contractors or subcontractors.

34.2 **Arizona Law:** The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

34.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

34.2.2 A breach of a warranty under Subparagraph 34.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and

34.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor's or Subcontractor's employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 34.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

35.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25. Any subcontractors will not receive a subaward until that entity has provided its UEI number 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

36.0 ADMINISTRATIVE CHANGE ORDERS

- 36.1 The Chair of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:
- 36.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 36.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;
 - 36.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 36.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

37.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 37.1 The Parties agree that this Agreement and their employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 37.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and
- 37.3 The Parties shall insert the substance of this clause, including this Paragraph 37.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

38.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, et seq, and OMB Circulars.

39.0 RETENTION OF RECORDS

- 39.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the City that are related to this Agreement.
- 39.2 The Parties shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and under A.R.S. §§ 41-151.14 and 41-151.15, for a period of at least six (6) years after the expiration or termination of this Agreement or

six (6) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Parties right of access is not limited to the retention period but lasts so long as the records are retained by the Parties. The Parties shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

40.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

41.0 DISPUTES

41.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

41.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 41.1.

41.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

41.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.

41.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Section 41.0, either Party may pursue formal litigation.

42.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, et seq.), to the extent any are applicable by reason of performance of this Agreement.

43.0 LOBBYING

43.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of

a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

43.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

44.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

45.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

46.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

47.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

48.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Cities or Subcontractors at all tiers.

49.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 49.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 49.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 49.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 49.3.1 Non-performance of any obligations required by this Agreement.
 - 49.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 49.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
 - 49.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 49.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
 - 49.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
 - 49.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 49.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

50.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 2. The Agreement is amended to incorporate the changes contained in this Amendment No. 2. All other terms and conditions of the Agreement remain the same and in full force and effect as executed by the Parties. This Amendment No. 2 is subject to and incorporates the provisions of A.R.S. §38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 2 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

FOR THE CITY OF AVONDALE:

FOR MARICOPA COUNTY:

City Manager Date

Kate Brophy McGee Date
Chair, Board of Supervisors

Attestation:

Attestation:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2026 to 6/30/2027

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Avondale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Avondale Cost
Total Personnel - 1 FTE @ \$34.30/hr * 2088 total hours	71,618	35,809	35,809
Maricopa County Merit Pay Increase for FY27 - 4%	2,865	1,433	1,432
Total Employee Related Expenses - ¹ ERE = 19.65% + \$13,632	28,268	14,134	14,134
Total Indirect Cost - ² 24%	24,660	12,330	12,330
Subtotal	127,411	63,706	63,705

Total Cost for 12-Month for the City of Avondale \$ 63,705

¹ Based on 2025 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ATTACHMENT A (CONT'D)

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2027 to 6/30/2028

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Avondale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Avondale Cost
Total Personnel - 1 FTE @ \$35.67/hr * <u>2088</u> total hours	74,479	\$ 37,240	\$ 37,239
Maricopa County Merit Pay Increase for FY28 - 4%	2,979	\$ 1,490	\$ 1,489
Total Employee Related Expenses - ¹ ERE = 19.65% + \$13,632	28,853	\$ 14,427	\$ 14,426
Total Indirect Cost - ² 24%	25,515	\$ 12,758	\$ 12,757
Subtotal	131,826	\$ 65,915	\$ 65,911

Total Cost for 12-Month for the City of Avondale **\$ 65,911**

¹ Based on 2025 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ATTACHMENT B

RACE/ETHNICITY

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American and White
- American Indian/Alaskan Native & Black/African American
- Other Multi-Racial

**HUD Area Median Income Limits
Effective April 2025**

Category	Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low (0 - 30%)	23,600	26,950	30,300	33,650	37,650	43,150	48,650	54,150
Low (31 - 50%)	39,300	44,850	50,500	56,100	60,600	65,100	69,600	74,100
Moderate (51 - 80%)	62,850	71,800	80,800	89,750	96,950	104,150	111,300	118,500
Non-Low Moderate (81 - 100%)	78,600	89,700	101,000	112,200	121,200	130,200	139,200	148,200

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1035-0526 - Authorizing Grant Acceptance from Maricopa Association of Governments for PM-10 Street Sweeper Grants Funding

MEETING DATE: 5/18/2026

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 Strategic Outcome Areas:

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

- Acceptance of grant funding for replacement street sweepers supports reliable public assets, roadway maintenance, and regional air quality efforts.

Innovative and Effective Government- The City of Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

- Utilizing outside grant funding to offset planned capital costs reflects responsible financial planning and effective stewardship of City resources.
-

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1035-0526, accepting grant funding from the Maricopa Association of Governments for the FY2026 PM-10 Certified Street Sweeper Program in an amount not to exceed \$840,276 for two replacement street sweepers; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Maricopa Association of Governments (MAG) administers regional funding for PM-10 certified street sweeper projects using Congestion Mitigation and Air Quality Improvement (CMAQ) program resources. CMAQ is a federally funded transportation and air quality program administered in Arizona through the Arizona

Department of Transportation (ADOT) and distributed regionally through MAG for eligible local projects. For FY2026, MAG awarded the City of Avondale funding of up to \$420,138 per sweeper for two replacement street sweepers, for a total amount not to exceed \$840,276.

DISCUSSION:

Street sweepers are a critical component of roadway maintenance and regional air quality compliance efforts. Replacing aging equipment improves operational reliability, supports regular sweeping schedules, and helps reduce roadway dust and particulate matter.

The awarded funding will offset costs associated with equipment already planned within the Vehicle Replacement Project. Acceptance of the grant will allow the City to utilize outside funding and preserve previously planned local transportation resources for other capital needs.

BUDGET IMPACT:

The City's match is budgeted within project A0443 Vehicle Replacement. The Highway User Revenue Funds (HURF) currently budgeted on the project for the street sweepers will be swapped with grant funding.

RECOMMENDATION:

Staff recommends that City Council: a) adopt Resolution 1035-0526, accepting grant funding from the Maricopa Association of Governments for the FY2026 PM-10 Certified Street Sweeper Program in an amount not to exceed \$840,276 for two replacement street sweepers; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

Kirk Beaty, Harold Siguenza, Katrece Bird, Gregory Luethje, Tori Osmundson

March 26, 2026

Rob Corbin, Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Dear Mr. Corbin:

On December 3, 2025, the Maricopa Association of Governments (MAG) Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2026 Congestion Mitigation and Air Quality Improvement (CMAQ) Funding. Two PM-10 certified street sweeper projects requested by the City of Avondale have been approved for FY 2026 funding for an amount not to exceed \$420,138 for each sweeper (see Attachment One). The City of Avondale may now proceed with the purchase of the proposed street sweeper projects for FY 2026. In the project applications, the City of Avondale agreed to provide a 5.7 percent cash match. **We are requesting that the FY 2026 street sweepers be purchased and the reimbursement request be sent to MAG by March 26, 2027.**

MAG received notification from the Arizona Department of Transportation (ADOT) that the agreement for the transposition of federal CMAQ funds for MAG Highway User Revenue Funds was completed for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2026 on March 24, 2026. Following the purchase of PM-10 Certified Street Sweepers, member agencies are to send reimbursement requests to MAG. After MAG review, the reimbursement request will be sent to ADOT for processing the payment to member agencies. Additional details are provided below.

1. Eligibility - Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated August 15, 2025 (see Attachment Two). It is important to note that not all sweepers on the list are eligible for funding. At this time, the MAG street sweeper program will continue to fund only conventionally fueled vehicles to reduce PM-10.

Ron Corbin, Manager

March 26, 2026

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It is assumed that, at a minimum, the grant funded street sweepers will be used in accordance with the lane miles and sweeping cycle submitted with the project applications.

2. Procurement – MAG member agencies may procure their own PM-10 certified street sweepers. The procurement of the street sweepers must conform to applicable state and local procurement regulations for the purchase of the certified street sweeper. In March 2026, ADOT completed the transposition of federal CMAQ funds for MAG Highway User Revenue Funds for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2026.
3. Annual Inventory - According to ADOT policy, MAG is responsible for conducting and submitting an annual inventory of the certified street sweepers owned by the jurisdictions to ADOT by October 31. For the annual inventory, MAG will contact the jurisdictions to obtain information on each street sweeper.
4. Reimbursement - MAG is requesting that the street sweepers be purchased and the reimbursement request be sent to MAG by **March 26, 2027**. Since ADOT determined that there are no street sweeper manufacturers that can meet FHWA's Buy America requirements, the federal CMAQ funds have been transposed to Highway User Revenue Funds for reimbursement to the member agencies. Additional costs for equipment beyond the specifications necessary for compliance with Rule 1186-certification are not eligible for reimbursement. Examples of additional street sweeper equipment not eligible for reimbursement are provided in Attachment Three.

Within 30 days after payment for the street sweeper, submit a copy of the vendor invoice along with all back-up documentation to the attention of Dean Giles at MAG. MAG will review the reimbursement request, ADOT Payment Report Form, and send the invoice documentation to ADOT and ADOT will reimburse the City of Avondale for an amount not to exceed \$420,138 for each FY 2026 sweeper.

Documentation that includes a description of the street sweeper, the vehicle identification number, name of title holder, the cost of the vehicle (copy of invoice with detailed cost information on optional equipment, bill of sale, etc.), and the location where the sweeper is kept when it is not in use, should be provided. Also, please provide the name of the contact person for the sweeper and telephone number.

Ron Corbin, Manager

March 26, 2026

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5. Disposition – **The ADOT Federal Property Management Standards (see Attachment Four) requires that each jurisdiction obtain ADOT approval prior to disposal of a grant funded street sweeper.** Each jurisdiction is to request disposal of a street sweeper in writing to MAG. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response to the jurisdiction.

For disposal of an older grant funded street sweeper through any means, the federal awarding agency is entitled to a share of the proceeds. According to the ADOT Federal Property Management Standards for disposition through a trade-in or sale, an amount of the proceeds entitled to the federal awarding agency will be calculated and applied toward the cost of a new street sweeper and an amount based on the percentage of the jurisdiction's participation in the original sweeper may be used to offset the amount of local cash match required.

On December 3, 2025, the MAG Regional Council approved the prioritized list of proposed PM-10 certified street sweeper projects for FY 2026 CMAQ funding. Also, on January 28, 2026, the MAG Regional Council approved the FY 2026 Closeout Programming that includes an additional \$5,815,334 in FY 2026 CMAQ funding for street sweepers on the prioritized list.

If you have any questions or require additional information, please contact Dean Giles at 602-452-5013 or dgiles@azmag.gov.

Sincerely,



Audra Koester Thomas
Executive Director

cc: Katrece Bird, Senior Management Analyst Public Works, Avondale
Harold Siguenza, Assistant Director Public Works, Avondale
Liz Barker Alvarez, Intergovernmental Affairs Administrator, Avondale

**Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2026 CMAQ Funding
Approved by the MAG Regional Council on December 3, 2025**

\$1,400,000 in CMAQ Funding is Available for Sweeper Projects + + +

											Supplemental Information		
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Peoria	\$366,660	\$22,163	\$388,823	298.51	\$479				✓	✓		Northern Ave. to SR 74; 67th Ave. to 138th Ave.	6
Phoenix #1	\$441,783	\$26,704	\$468,487	282.58	\$610				✓	✓		Estrella Dr. to Camelback Rd.; 107th Ave. to Central Ave.	35
Tempe	\$378,946	\$22,905	\$401,851	224.66	\$658				✓	✓		Ray Rd. to Continental Dr.; Evergreen to Interstate-10	6
Buckeye	\$438,111	\$26,482	\$464,593	213.39	\$801		✓		✓	✓		Citywide in the PM-10 nonattainment area	7
Subtotal	\$1,625,500												
Amount Available	\$1,400,000												
Balance	(\$225,500)												

										Supplemental Information			
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Surprise #2	\$415,350	\$25,106	\$440,456	178.03	\$911				✓	✓		Sarival Ave. to Litchfield Rd.; Peoria Ave. to Grand Ave.	6
Glendale	\$365,929	\$22,118	\$388,047	143.46	\$996		✓		✓	✓		Citywide	6
Chandler #1	\$372,519	\$22,517	\$395,036	127.81	\$1,138				✓	✓		Citywide	12
Maricopa (city)	\$421,631	\$25,485	\$447,116	130.24	\$1,263				✓	✓		Maricopa Casa Grande Hwy. from Russell Rd. to Warren Rd.; SR 347 from north city limits to Steen Rd.	4
Phoenix #2	\$441,783	\$26,704	\$468,487	98.72	\$1,747				✓	✓		McDonald Dr. to Pecos Rd.; 43rd Ave. to 64th St.	35
Surprise #1	\$415,350	\$25,106	\$440,456	74.70	\$2,170				✓	✓		Peoria Ave. to Grand Ave.; Sarival Ave. to Perryville Rd.	6
Scottsdale #2	\$377,676	\$22,828	\$400,504	33.82	\$4,358			✓		✓		Old Town area	7
Avondale #1	\$420,138	\$25,395	\$445,533	36.95	\$4,438				✓	✓		Indian School Rd. to Indian Springs Rd.; Litchfield Rd. to 99th Ave.	4

										Supplemental Information			
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Scottsdale #1	\$377,676	\$22,828	\$400,504	26.92	\$5,475				✓	✓		Dynamite Blvd. to Frank Lloyd Wright Blvd.; Pima Rd. to the Preserve	7
Avondale #2	\$420,138	\$25,395	\$445,533	8.08	\$20,287				✓	✓		Indian School Rd. to Indian Springs Rd.; Litchfield Rd. to 99th Ave.	4
Apache Junction	\$354,988	\$21,457	\$376,445	4.56	\$30,393		✓			✓		Meridian Dr. to Idaho Rd.; Baseline Ave. to SR 24	3
Chandler #2	\$350,371	\$21,178	\$371,549	1.75	\$78,082				✓	✓		Chandler Municipal Airport area	1
Pinal County #1	\$440,752	\$26,641	\$467,393	2.13	\$80,867				✓	✓		Barkley Rd. to Meridian Rd.; McDowell Blvd. to Baseline Rd.	9
Pinal County #2	\$440,752	\$26,641	\$467,393	2.01	\$85,555				✓	✓		Barkley Rd. to Meridian Rd.; McDowell Blvd. to Baseline Rd.	9
Queen Creek	\$353,087	\$21,342	\$374,429	0.78	\$176,675				✓	✓		Germann Rd. to Empire Rd./Hunt Hwy.; Power Rd. to Ironwood Rd.	5

											Supplemental Information			
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **	
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No			
Guadalupe #2	\$344,032	\$20,796	\$364,828	0.23	\$577,517			✓		✓		Townwide	2	
Guadalupe #1	\$427,340	\$25,831	\$453,171	0.23	\$717,364			✓		✓		Townwide	2	
Total	\$8,365,012													

Applications for Buckeye, Chandler #1, Guadalupe #1 and #2, Glendale, Maricopa, Peoria, Phoenix #1 and #2, Pinal County #1 and #2, Queen Creek, Scottsdale #2, Surprise #2, and Tempe indicate sweeping within four miles of a PM-10 monitor.

Applications for Phoenix #1 and #2 indicate sweeping in Salt River Area.

Applications for Apache Junction, Maricopa, Pinal County #1 and #2, and Queen Creek indicate sweeping in Pinal County.

* Total cost for the CMAQ eligible portion of the project; excludes ineligible equipment.

** The total number of certified street sweepers owned and operated by the agency, regardless of funding source.

++ For the Buckeye sweeper project, initial funding of \$212,611 is available in FY 2026 CMAQ. The remaining \$225,500 of the \$438,111 requested for the project may become available due to year-end closeout including any additional funding received by the region.

+++ On January 28, 2026, the MAG Regional Council approved the FY 2026 Closeout Programming that includes an additional \$5,815,334 in FY 2026 CMAQ funding for the remaining balance of the Buckeye sweeper project (\$225,500), and the Surprise #2, Glendale, Chandler #1, Phoenix #2, Surprise #1, Avondale #1, Scottsdale #1, Avondale #2, Apache Junction, Pinal County #1, Pinal County #2, Queen Creek, Guadalupe #2, and Guadalupe #1.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER South Coast AQMD RULE 1186 (AS OF AUGUST 15, 2025)

South Coast AQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various South Coast AQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The South Coast AQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Area Sources, at (909) 396-2390, or areasources@aqmd.gov.



Cleaning the air that we breathe...

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
BUCHER MUNICIPAL	E35	<ul style="list-style-type: none"> • ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
BUCHER MUNICIPAL	V50 V65 V80	<ul style="list-style-type: none"> • TWO (2) 0.039 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • THREE (3) 0.042 INCH DIAMETER ORIFICE NOZZLES PER SUCTION BROOM • THREE (3) 0.039 INCH DIAMETER ORIFICE NOZZLES PER SUCTION NOZZLE • MULTI-POSITION SUCTION NOZZLE TWO ARM FACILITY • ONE (1) 0.042 INCH DIAMETER ORIFICE NOZZLE FOR THE IMPELLER FAN • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

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MAKE*	MODEL *	DUST CONTROL SYSTEM*
BUCHER MUNICIPAL	R65	<ul style="list-style-type: none"> • THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL *	DUST CONTROL SYSTEM*
CHALLENGER MANUFACTURING	CHALLENGER	<ul style="list-style-type: none"> • THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
CURBTENDER* (*formerly Wayne Sweepers)	CENTURION	<ul style="list-style-type: none"> • SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM (GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS) • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM • GLAZED, POLYESTER FILTER SYSTEM (MAINTAINED TO ENSURE PROPER INTEGRITY)

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
CURBTENDER* (*formerly Wayne Sweepers)	GLADIATOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
CURBTENDER* (*formerly Wayne Sweepers)	WARRIOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • LOUVERED CENTRIFUGAL DUST SEPARATOR • ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER • TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	CROSSWIND J	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	REGENX RM	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	PELICAN P & S PELICAN SE (WET SUPPRESSION)	<ul style="list-style-type: none"> • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	PELICAN P (WATERLESS SUPPRESSION)	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • ONE OR TWO CENTRIFUGAL DUST EVACUATION FAN(S) TO PROVIDE SUBSTANTIALLY SIMILAR AIRFLOW WITHIN A NORMAL OPERATING RANGE • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST REMOVAL
ELGIN	PELICAN P (COMBINATION)	<ul style="list-style-type: none"> • ALL OF THE FEATURES OF THE WET AND WATERLESS SUPPRESSION PELICAN P STREETSWEeper WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	EAGLE E EAGLE F EAGLE (CNG) BROOM BEAR ROAD WIZARD	<ul style="list-style-type: none"> • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	EAGLE F (WATERLESS)	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • CENTRIFUGAL DUST EVACUATION FAN • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST CONTROL
ELGIN	EAGLE F (COMBINATION)	<ul style="list-style-type: none"> • ALL OF THE FEATURES OF THE WET AND WATERLESS EAGLE F STREET SWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE
ELGIN	BROOM BEAR PLUG-IN HYBRID ELECTRIC	<ul style="list-style-type: none"> • FOUR (4) 0.060 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • ELECTIC DRIVEN WATER PUMP TO PROVIDE MINIMUM 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	GEOVAC	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	WHIRLWIND MV	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATERPRESSURE
ELGIN	BROOM BADGER	<ul style="list-style-type: none"> • MAIN BROOM 58 INCH WIDE AND 35 INCH DIAMETER • FOUR (4) 0.060 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • ELECTRIC WATER PUMP SYSTEM TO PROVIDE MINIMUM 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
GLOBAL ENVIRONMENTAL PRODUCTS	M3 R3 R4 M4 M4 HSD M4E Zero Emissions	<ul style="list-style-type: none"> • ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	<ul style="list-style-type: none"> • FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR • TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM • ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
NESCON	X-BROOM	<ul style="list-style-type: none"> • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NITEHAWK	RAPTOR II REGENERATIVE AIR SWEEPER ** ** EQUIPPED WITH PM-10 OPTION PACKAGE	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS • WATER PUMP TO PROVIDE 70 PSI WATER PRESSURE <p align="center"><u>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</u></p>

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
RAVO	3000 R5e	<ul style="list-style-type: none"> • TWO (2) 0.035 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS • FOUR (4) 0.035 INCH DIAMETER ORIFICE NOZZLES INSIDE SUCTION NOZZLE • ONE (1) 0.035 INCH DIAMETER ORIFICE NOZZLE INSIDE SUCTION TUBE • WATER PUMP TO PROVIDE 36.25 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	EV-1	<ul style="list-style-type: none"> • TWELVE (12) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION CLEANED THREE TIMES PER-MINUTE • FILTRATION SYSTEM ACTIVE AT ALL TIMES

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	EV-2	<ul style="list-style-type: none"> • EIGHT (8) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM OPERATED AT ALL TIMES • EACH FILTER CLEANED THREE TIMES PER MINUTE
SCHWARZE	DXR	<ul style="list-style-type: none"> • POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM ACTIVE AT ALL TIMES • FILTRATION CLEANED FOUR TIMES PER MINUTE AND A HALF
SCHWARZE	A4000/ A4STORM	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER ON SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	M5000/M6000/ M6AVALANCHE	<ul style="list-style-type: none"> • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES ON MAIN BROOM • THREE (3) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTERBROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	A 7000/ A7 TORNADO A7 ZEPHYR A 8000/ A8 TWISTER A 9000/ A9 MONSOON	<ul style="list-style-type: none"> • SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE	S348-I/ SUPERVAC VORTEX S348-LE/ SUPERVAC GALE FORCE SUPERVAC SUPER UPDRAFT	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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STEWART-AMOS	STARFIRE S-4, S-5, AND S-6	<ul style="list-style-type: none"> • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS • TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
PYTHON	S2000	<ul style="list-style-type: none"> • FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF A 36 INCH FILL DIAMETER REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH 42 INCH DIAMETER GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION <p><i><u>PLEASE NOTE THAT THE GUTTER AND REAR BROOM SIZES ARE DIFFERENT THAN THE STANDARD MODEL</u></i></p>
PYTHON	S3000	<ul style="list-style-type: none"> • FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TENNANT	SENTINEL	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 / 831 II	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	600 600 BAH FHD 500X	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • FRONT DEBRIS DEFLECTOR CURTAIN ASSEMBLY PARALLEL TO THE PICK UP HEAD • LOW EMISSION DUST GUARDS (ONLY APPLICABLE TO CABOVER TRUCKS) • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
TYMCO	DST -4	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 15, 2025

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	DST - 6	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
VACALL	VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	<ul style="list-style-type: none"> • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
WAYNE SWEEPERS* (*acquired by Curbtender)	CENTURION	<ul style="list-style-type: none"> • SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • <i>(GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS)</i> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM
WAYNE SWEEPERS (*acquired by Curbtender)	GLADIATOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
WAYNE SWEEPERS (*acquired by Curbtender)	WARRIOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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ADDITIONAL NOTES:

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

May 19, 2017

**EXAMPLES OF ADDITIONAL STREET SWEEPER EQUIPMENT
NOT ELIGIBLE FOR REIMBURSEMENT**

1. Automatic lubrication system
(Autolube, grease jockey system)
2. Hopper access step
3. Hydrant hopper wash down system
4. Conveyer flush kit with hydrant
5. 1000 pounds per square inch (PSI) wand
6. Dual HiBack air-suspended seats
7. Hand hose
8. Hopper sound suppression
9. Right hand steer chassis upcharge
10. Air horn (reimbursable when
conventional electric horn is not
included)
11. AM/FM radio; CD
12. Training
13. Magnet bar
14. Stainless steel hopper
15. Sweeper, truck and wheel yellow paint
16. Additional roof-mounted air
conditioner
17. Holder rear mount for five-gallon pail
18. Cigarette lighter with 12v
19. Foam filled tire
20. Window tinting
21. Move exhaust port to left side of vehicle
22. John Deere auxiliary engine - Tier iT4



ARIZONA DEPARTMENT OF TRANSPORTATION POLICIES AND PROCEDURES

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: March 24, 2025
Supersedes: FIN-11.08 (1/28/2010)
Responsible Office: Fixed Assets Team
(602) 712-6639

Review: March 24, 2026
Transmittal: 2025 - February
Page 1 of 17

1.1 PURPOSE

To establish uniform standards governing the use and disposition of property acquired, in whole or in part, with federal funds or whose cost was charged to a project or program supported by a federal grant.

1.2 SCOPE

This policy applies to all recipients and subrecipients of federal funds awarded through a grant to the Arizona Department of Transportation (ADOT). The policy is limited to those items whose acquisition cost is at least \$5,000 per unit.

1.3 DEFINITIONS

Acquisition Cost

Acquisition cost means the (total) cost of the asset including the cost to ready the asset for its intended use. For example, acquisition cost for equipment, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software include those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the recipient or subrecipient's regular accounting practices.

Capital Asset

1. Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP.

Capital assets include:

- a. Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards.
 - b. Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
2. For the purpose of this part, capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB).
 - a. For example, assets capitalized that recognize a lessee's right to control the use of property or equipment for a period of time under a lease contract. See also 2 CFR § 200.465.
 - b. The State of Arizona uses a threshold for capital assets of \$5,000 or more, and Federal Uniform Guidance uses a threshold of \$10,000 or more. For Federal grant—as well as other—purposes, “capital assets” means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP.

Encumbered

When one entity owns the asset, but there is a legal claim to that asset by another entity.

Equipment

Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or

exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. The lesser value is the State's threshold of \$5,000.

Special purpose equipment means equipment that is used only for research, medical, scientific, or other similar technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, spectrometers, and associated software.

General purpose equipment means equipment that is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

Computing devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information.

Information technology systems mean computing devices, ancillary equipment, software, firmware, and related procedures, services (including support services), and resources. See also the definitions of computing devices.

Federal Agency

Agency means an "agency" as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a federal award directly to a recipient unless the context indicates otherwise. ADOT Federal Agencies include, but are not limited to:

- A. United States Department of Transportation (DOT)
 - 1. Federal Highway Administration (FHWA)
 - 2. Federal Transit Authority (FTA)
 - 3. Federal Aviation Administration (FAA)
 - 4. Federal Motor Carrier Safety Administration

(FMCSA)

5. National Highway Transportation Safety Administration (NHTSA)
6. Federal Railroad Administration (FRA)

B. United States Department of Interior (DOI)

1. Bureau of Indian Affairs (BIA)
2. Bureau of Land Management (BLM)

Grant

Grant means a legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. 6302, 6304:

1. Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal agency or pass-through entity's direct benefit or use.
2. Does not include an agreement that provides only:
 - a. Direct United States Government cash assistance to an individual
 - b. A subsidy
 - c. A loan
 - i. A loan guarantee
 - d. Insurance.

Intangible Property

Property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, Internet Protocol (IP) licenses, trade secrets, patents, patent applications, and property, such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

Pass-Through Entity	A recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.
Personal Property	Property other than real property. It may be tangible or intangible.
Real Property	Land, including land improvements, structures and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Real property excludes moveable machinery and equipment.
Recipient	An entity, such as ADOT, receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award.
Subrecipient	<p>An entity that receives a subaward from a pass-through entity to carry out part of a federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a federal agency.</p> <p>Examples would be Pima Association of Governments (PAG), Maricopa Association of Governments (MAG), as well as cities and towns, Metropolitan Planning Organizations (MPO's), and Councils of Government (COG's). An entity that receives funding from a subrecipient is also a subrecipient. (Note: The terms and conditions of the federal award are carried forward from the recipient to the subrecipient.)</p>
Supplies	All tangible personal property other than those described in the equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes or \$10,000, regardless of the length of its useful life. The lesser value is the State's capitalization threshold of \$5,000.

Tangible Asset

A tangible asset is an asset that has a physical substance and has a useful life that extends beyond a single fiscal year. Depending upon its nature and value, a tangible resource is treated for accounting purposes, either as an expensed tangible or as a tangible asset.

1.4 POLICY - ADOT follows State laws and policies related to the use, management and disposal of equipment acquired. The list below provides the applicable State laws and policies that must be followed.

A. General Accounting Office (GAO) State of Arizona Accounting Manual (SAAM)
References found [here](#):

- 2505 – General Policies
- 2515 – Information Technology Resources
- 2520 – Determination of Cost
- 2525 – Betterments
- 2530 – Computation of Depreciation, Amortization and Salvage Value
- 2535 – Stewardship
- 2540 – Inventory Procedures
- 2550 – Collections, Groups of Fixed Assets, Assemblies of Components, Etc
- 2551 – Transfer of Fixed Assets between Agencies
- 2560 – Lost, Stolen or Destroyed Fixed Assets
- 2561 – Disposal of Fixed Assets
- 2562 – Trade-ins, Warranty Replacements and Cannibalization of Fixed Assets
- 2565 – Intangible Assets other than Software
- 2570 – Document Retention for Long-Lived Resources
- 2590 – Capitalization, Depreciation, Amortization and Posting Tables

B. Surplus Property Reference: [ADOA Surplus Property Reference Manual](#)

1. Additionally, when equipment is purchased under a Federal award, ADOT must adhere to not only State laws and policies, but it must adhere to Uniform Guidance as well.

C. Federal, Uniform Guidance: [2 CFR § 200 - Subpart D, Property Standards](#)

1. It is necessary to become familiar with the applicable laws and policies, and this policy will provide further guidance on the topic of how to properly use, manage and dispose of equipment purchased under an ADOT Federal award.

1.5 FEDERALLY FUNDED REAL PROPERTY

- A. Title - Title to real property acquired or improved under a federal award will vest upon acquisition to ADOT as the recipient, or to ADOT's subrecipient. However, ADOT and its subrecipient are responsible for adherence to any applicable federal program compliance requirements under Uniform Guidance [2 CFR § 200.311](#).
- B. Use - Except as otherwise provided by federal statutes or by the federal agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time ADOT or its subrecipient must not dispose of or encumber its title or other interests.
 - 1. ADOT and its subrecipients must, at a minimum, also provide the equivalent insurance coverage for real property acquired or improved with federal funds as provided to other real property owned by them. Federally owned property need not be insured unless required by the terms and conditions of the federal award.
- C. Disposition - When real property is no longer needed for the originally authorized purpose, ADOT must obtain disposition instructions from the federal agency or pass-through entity. If a subrecipient is involved, then the subrecipient should notify ADOT in writing of their intent, and work with ADOT to complete the requirements under this section. The instructions must provide for one of the following alternatives:
 - 1. Retain title after compensating the federal agency. The amount paid to the federal agency will be computed by applying the federal agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property.
 - a. However, in those situations where ADOT or its subrecipient is disposing of real property acquired or improved with a federal award and acquiring replacement real property under the same federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 2. Sell the property and compensate the federal agency. The amount due to the federal agency will be calculated by applying the federal agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses.
 - a. If the federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the subrecipient is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(Note: Examples of how to calculate the federal agency's share of the sales

proceeds follow the method shared in Section 1.9.E of this policy.)

- b. Transfer title to the federal agency or to a third party designated/approved by the federal agency. ADOT is entitled to be paid an amount calculated by applying the subrecipient's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

1.6 FEDERALLY FUNDED EQUIPMENT

- A. Title - Subject to the requirements and conditions set forth in [2 CFR § 200.313](#), title to equipment acquired under a federal award will vest in ADOT, the recipient or subrecipient, as applicable, upon acquisition. Unless a statute specifically authorizes the federal agency to vest title to ADOT, its recipient or subrecipient without further responsibility to the Federal Government, and the federal agency elects to do so, the title must be a conditional title. Title must vest subject to the following conditions:
 1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 2. Not encumber the property without approval of the federal agency or pass-through entity.
 3. Use and dispose of the property in accordance with sections 1.7 and 1.9 of this policy.
- B. General - ADOT must use, manage and dispose of equipment acquired under a federal award in accordance with state laws and procedures. The procedures are laid out in the following sections of this policy.

1.7 USE OF FEDERALLY FUNDED EQUIPMENT

- A. Use of federally funded personal property may be used with certain conditions as detailed below:
 1. Property shall be used by the recipient or subrecipient in the program or project for which it was acquired as long as needed, whether the project or program continues to be supported by federal funds.
 2. When no longer needed for the original program or project, the property may be used in other activities. If equipment is no longer needed in the original program and it is desired to be used on another activity, please contact the ADOT Fixed Assets Team to obtain prior approval from the federal agency.

3. The priority should follow this order:
 - a. The first priority would be for use for those programs supported by the federal agency, which funded the original program.
 - b. The second priority would be for use for activities under federal awards from other federal agencies, providing such use will not interfere with the work on the projects or programs for which it was originally acquired.
4. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate. The recipient or subrecipient shall not use property acquired with grant funds to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by federal statute.
 - a. Please contact the ADOT Fixed Assets Team to obtain prior approval, before proceeding.
5. When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Federal agency, as well as ADOT.
 - a. Please contact the ADOT Fixed Assets Team to obtain prior approval, before proceeding.
- C. Property obtained under a federal grant may be titled to, be in the physical custody of, and be carried on the financial statements of, a recipient or subrecipient. However, from the perspective of the federal agency, ADOT is the agency to whom the federal agency has granted funds; as such, the federal agency expects ADOT to ensure that federal regulations are followed.
- D. Federal regulations permit states to impose their own requirements on their subrecipients. The State of Arizona does have more strict requirements, which apply to ADOT's subrecipients, as they apply to ADOT. Therefore, transactions, as described herein, may be subject to approval by ADOT.
- E. In the normal course of business, ADOT may grant funds to a subrecipient (e.g. MAG), which in turn grants them to its own subrecipient (e.g. a city or town). When this additional granting occurs, ADOT expects that ADOT's subrecipient will ensure compliance with all federal and state requirements, and further expects that ADOT's subrecipient will handle all communications with its subrecipient, including, but not limited to:

1. The gathering of information to complete the annual inventory, as described in Section 1.8 Inventory of Federally Funded Property.
 2. All rules governing the disposition of federally funded property, as described in Section 1.9 of this policy, 'Disposition of Federally Funded Property.'
- F. All federally funded property, regardless of whether title is held by ADOT or by a subrecipient, is subject to the Property Standards in [2 CFR § 200.310-316](#).
- G. Property management requirements for federally funded personal property include:
1. Maintain property records that contain the following information:
 - a. Description of property
 - b. Vendor
 - c. Model
 - d. Manufacturer
 - e. Serial number
 - f. Name of title holder
 - g. Acquisition date
 - h. Cost of property
 - i. Accumulated depreciation
 - j. Net book value
 - k. Federal agency (including the FAIN)
 - l. Percentage of federal participation
 - m. Percentage of recipient or subrecipient participation
 - n. Location, use, and condition of property
 - o. Date of disposal and sale price or trade-in value
 - p. Contact person, with phone number
 2. An annual physical inventory, which includes a report of all assets purchased in whole, or in part, with funds from the federal agency when required by that agency. For property owned by ADOT, the inventory must be reconciled to the financial statements as of the end of ADOT's fiscal year (June 30). Guidelines for inventorying property owned by subrecipients are discussed in Section 1.8, 'Inventory of Federally Funded Property.'
 3. A control system to prevent loss, damage, or theft.

4. Adequate maintenance procedures.
 5. Sales procedures (if authorized or required to sell property) ensure the highest possible return.
- H. ADOT and its subrecipients must, at a minimum, also provide the equivalent insurance coverage for equipment acquired or improved with Federal funds as provided to other property owned by them. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

1.8 INVENTORY OF FEDERALLY FUNDED EQUIPMENT - ADOT may be required by the federal agency to submit an annual inventory of all assets purchased, in whole or in part, with federal funds, regardless of whether or not the property is in ADOT's physical custody or is carried on ADOT's financial statements. For property that ADOT's subrecipients (e.g. MAG), or their subrecipients (e.g. a city or town) purchased with federal funds through ADOT, the following rules must be followed:

- A. An asset listing must be kept that includes all information described in 1.7, G. of this policy.
- B. A physical inventory must be completed at least annually and this inventory must be reconciled to the subrecipient's financial statements as of the end of the entity's fiscal year (generally June 30).
- C. The inventory must be submitted by the subrecipient to the ADOT Fixed Assets Team at faadministration@azdot.gov annually no later than October 31.

1.9 DISPOSITION OF FEDERALLY FUNDED EQUIPMENT

- A. No property is to be transferred to another entity, removed from the physical custody of the subrecipient, or deleted from the subrecipient's financial records without written approval from the ADOT Fixed Assets Team at faadministration@azdot.gov.
 1. Approval received from the ADOT Fixed Assets Team will then be communicated through ADOT's subrecipient (e.g. MAG) to its subrecipient, if applicable.
- B. When property has been disposed of, it is the responsibility of the subrecipient to make sure the property is not included in the next inventory forwarded to ADOT, as described in Section 1.8 of this policy.
- C. When the subrecipient has received its funding from ADOT's subrecipient (e.g. a city

receiving funding from MAG), the flow of communication, and any required documentation, is as follows. All of this communication must be in writing.

1. MAG's subrecipient (e.g. city) will inform ADOT's subrecipient (e.g. MAG)..
 2. ADOT's subrecipient (e.g. MAG) will inform the ADOT Fixed Assets Team.
 3. ADOT Fixed Assets Team will inform ADOT's subrecipient (e.g. MAG) of the approval and of any additional required steps.
 4. ADOT's subrecipient (e.g. MAG) will inform their subrecipient (e.g. city).
- D. The following are requirements which are unique to the various categories of disposition. Communication with ADOT should be by an email, letter, or memorandum and must be submitted and forwarded to the ADOT Fixed Assets Team at faadministration@azdot.gov. This email, letter, or memorandum must contain the property's description, pictures of the property, and the reason for the request:
1. **MISSING/STOLEN**—The subrecipient must obtain a police report from a local law enforcement agency.
 2. **ACCIDENTAL DESTRUCTION**—The subrecipient must provide details about the destroyed property.
 3. **DONATION**—Approval of both the federal agency and ADOT are required prior to any donation.
 4. **SURPLUS**—When property obtained under a federal grant is no longer needed for the purpose for which it was obtained, the property may be used in other activities currently or previously supported by a federal agency. When the subrecipient has determined that no such use is available, the property may be removed from service (surplussed). However, prior approval of both the federal agency and ADOT are required.
 5. **CANNIBALIZATION/ON-SITE DESTRUCTION**—When it is determined that federally funded property has value as a component of other property ('cannibalization') or if it is determined that the most effective way to dispose of such property is to destroy it on-site, approval of both the federal agency and ADOT are required prior to the destruction.
 6. **TRADE-IN**—Trading in federally funded property as partial payment on replacement property, or selling, may be done with prior approval of both the federal agency and ADOT.
 - a. The subrecipient in communications with ADOT must include a complete description of the item(s) to be traded, a complete description of the item(s) to be purchased, a copy of the vendor

quote which specifies price, trade-in amount, and net cost, and the reason for the request.

- b. No purchase order should be placed for replacement equipment without affirmative approval of the ADOT Fixed Assets Team. For selling, the subrecipient must prepare an email, letter, or memorandum including the same information as for a trade-in, except that the manner of the sale is to be specified. The federal agency is entitled to a share of the proceeds per the examples shown in this policy below, as applicable.

7. **SELLING**—If a subrecipient wants to sell federally funded property without intending to obtain a replacement within the next funding cycle, the subrecipient may do so, but must have procedures in place and follow these procedures to ensure the property is sold to receive the highest return possible.

- a. The federal agency is still entitled to its share of the proceeds, per the examples shown in this policy below, as applicable. No sale should be placed without affirmative approval of the ADOT Fixed Assets Team.

8. **SALVAGE**—If any proceeds are received from the sale or salvage of scrap material, the federal agency is entitled to a share of these proceeds, as calculated in the examples shown in this policy below.

E. **Federal Agency Share of Sale Proceeds** - When a recipient or subrecipient sells, by any means (e.g. trade-in, auction, etc.), property purchased with federal funds, the federal agency is entitled to a share of the proceeds. However, any proceeds received from the sale of salvage or scrap material will not affect this share, and instead are to be credited to the project to which the material was originally charged, or to a similar project.

1. When the ADOT Fixed Assets Team corresponds with the federal agency, if they fail to respond within 120 days with disposal instructions, or the property has a current per unit fair market value of \$10,000 or less (per unit), the property may be retained, sold or otherwise disposed of without any further communication to the federal agency or pass-through entity.

2. **Federal Share Calculation** - The federal agency has the right to its share, calculated using the formula below, and may permit a deduction of \$1,000 of the proceeds, for its selling and handling expenses:

$$\begin{array}{ccc} \text{Current market} & & \text{Awarding agency's share} \\ \text{value Or} & \times & \text{(federal participation \%)} \\ \text{proceeds from sale} & & \text{of the equipment} \end{array}$$

(including trade-in)

3. **Trade-Ins** - If the grant agreement calls for the recipient or subrecipient to fund a percentage of the purchase price, that purchase price is calculated net of the trade-in amount, regardless of how much, if any, of the trade-in amount the federal agency is entitled to. See the example below

Trade-In Example 1 : The following facts are assumed

- Purchase price of replacement property—\$200,000
- Trade-in allowance provided by vendor—\$20,000
- Net invoice price—\$180,000
- Percent of old traded in property was funded by **federal agency** - 85%, and **subrecipient** - 15%
- Percent of new property to be funded by **federal agency** - 80% and **subrecipient**—20%
- In this example:
 - Federal:
 - Amount of trade-in allowance to federal agency—\$17,000 ($\$20,000 \times 85\%$ federal share on traded-in property)
 - In this example the federal share would be \$16,000 ($\$17,000 - \$1,000$ selling/handling)
 - Amount of purchase of new property funded by federal agency—\$160,000 ($\$200,000 \times 80\%$ federal share)
 - Amount of cash outlay by federal agency—\$144,000 ($\$160,000$ less $\$16,000$)
 - Subrecipient:
 - Amount of trade-in allowance to subrecipient—\$4,000 ($\$20,000$ less $\$16,000$)
 - Amount of purchase of new property funded by subrecipient—\$40,000 ($\$200,000 \times 20\%$ local share)
 - Amount of cash outlay by recipient or subrecipient—\$36,000 ($\$40,000$ less $\$4,000$)

Trade-In With Ineligible Amounts Example 2 : The following facts are assumed

- Purchase price of replacement property—\$200,000
- Trade-in allowance provided by vendor—\$20,000
- Net invoice price—\$180,000
- Percent of new property to be funded by **federal agency** - 80%, and **subrecipient** - 20%

- Purchase price of federally-funded traded-in property—\$90,000, which is a purchase price of \$100,000 minus an ineligible for federal participation attachment, of \$10,000
 - Percent of traded-in property allocated to subrecipient-funded attachment—10% (\$10,000/\$100,000)
 - Percent of traded-in property which was funded by federal agency (before accounting for attachment)—85%
 - In this example:
 - Amount of trade-in allowance directly allocated to subrecipient—\$2,000 (\$20,000*10% not eligible for federal participation)
 - Amount of trade-in allowance allocated to original purchase—\$18,000 (\$20,000 less \$2,000)
- Federal:
- Amount of remaining trade-in allowance to federal agency—\$15,300 (\$18,000*85% federal share on traded-in property).
 - Amount of purchase of new property funded by federal agency—\$144,700 (\$200,000*80% less \$15,300)
- Subrecipient:
- Amount of remaining trade-in allowance to subrecipient—\$2,700 (\$18,000 less \$15,300).
 - Total trade-in allowance to subrecipient—\$4,700 (\$2,000 not eligible, plus \$2,700 share of \$18,000)
 - Amount of purchase of new property funded by subrecipient—\$35,300 (\$200,000*20% local participation on new property, less \$4,700 trade-in allowance)

1.10 SUPPLIES

Title to supplies acquired under a grant will vest in the recipient or subrecipient, as applicable, upon acquisition. If, after termination or completion of the award, there is a residual inventory of unused supplies whose fair market value exceeds aggregate \$5,000, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient or subrecipient shall compensate the awarding agency for its share, using the same manner as equipment.

- A. The recipient or subrecipient must not provide services (using the supplies) to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by federal statute. This restriction is effective as long as the Federal Government retains an interest in the supplies or as authorized by federal statute.

1.11 INTANGIBLE PROPERTY

- A. Title to intangible property acquired under a federal award vests upon acquisition in the recipient or subrecipient, who must use the property for the originally-authorized purpose, and must not encumber the property without approval of the Federal agency.
 - 1. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR § 200.313(e), which mirror section 1.9 of this policy.
- B. The recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at [37 CFR § part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish, or otherwise use the data produced under a federal award.
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- E. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal agency must request, and ADOT or its subrecipient entity through ADOT must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.
 - 1. Published research findings means when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal.
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

“Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

2. Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples).
3. Research data also does not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law.
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

1.12 CONTACT INFORMATION

For questions, or to discuss situations not addressed in this policy relating to federally funded property, please contact the ADOT Fixed Assets Team using the contact information found here:

ADOT Fixed Assets Team

faadministration@azdot.gov

Application: AVN-26-SW-001, City of Avondale 2025

Funding Information

Total Estimated Cost of Sweeper	\$450,966.65
Total Eligible Costs	\$430,428.57
Ineligible Costs	\$20,538.08
Agency Cash Match	\$24,534.43
Total Agency Share of Costs	\$45,072.51
Federal Share of Costs	\$405,894.14

Sweeper Purpose

Replace a Noncertified Street Sweeper	No
Expand Service Area	No
Increase Sweeping Frequency	No
Replace an Older Certified Street Sweeper	Yes

Roadway Types

Arterial	Yes
Collector	Yes
Residential	Yes
Other	No
Description of Other Lanes	

Roadway Type Information

Arterial Sweep Cycle Length (measured in days between sweepings)	15
------------------------------------------------------------------	----

Application: AVN-26-SW-001, City of Avondale 2025

Roadway Type Information

Arterial Lane Miles to be Swept per Cycle	208
Arterial Average Weekday Traffic per Lane Being Swept	29,087
Collector Sweep Cycle Length (measured in days between sweepings)	60
Collector Lane Miles to be Swept per Cycle	101
Collector Average Weekday Traffic per Lane Being Swept	5,803
Residential Sweep Cycle Length (measured in days between sweepings)	60
Residential Lane Miles to be Swept per Cycle	438
Residential Average Weekday Traffic per Lane Being Swept	454
Other Sweep Cycle Length (measured in days between sweepings)	
Other Lane Miles to be Swept per Cycle	
Other Average Weekday Traffic per Lane Being Swept	

Expand Service Areas

Expand Arterial Lane Miles	
Expand Collector Lane Miles	
Expand Residential Lane Miles	
Expand Other Lane Miles	

Application: AVN-26-SW-001, City of Avondale 2025

Increase Sweeping Frequency

Previous Arterial Cycle Length	
Previous Collector Cycle Length	
Previous Residential Cycle Length	
Previous Other Cycle Length	

Replace a PM-10 Certified Street Sweeper

Number of hours in service on the sweeper that is being replaced	5,950
Additional information about hours in service	
The month and year that the older certified sweeper was put into service	March 2016
Additional information about service date	
Number of miles (including deadhead miles) on the sweeper that is being replaced	45,365
Additional information about service miles	
Percent of time older sweeper was out of service	37%
Additional information about out of service percentage	The vehicle had to go to the servicing dealership two times in the past year for engine and emissions equipment related repairs. The vehicle was at the dealership a total of 52 days for these repairs (mainly due to parts delay). The remaining 24 days out of service was for routine maintenance and repairs performed in the City Shop.

Proximity to PM-10 Monitor

Will the requested certified sweeper be used within 4 miles of a PM-10 monitor?	No
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Application: AVN-26-SW-001, City of Avondale 2025

Proximity to PM-10 Monitor

Names of PM-10 monitors within 4 miles of sweeping route	
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Local Resource Allocation

Have local resources been committed to support the operation of the sweeper?	Yes
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Details about local resources	<p>The City of Avondale has committed local resources to support the operation of its PM-10 street sweeper program. One full-time Streets Maintenance Worker II is assigned exclusively to street sweeping operations, providing daily coverage and ensuring compliance with PM-10 reduction goals. Additional Streets Maintenance staff assist on an as-needed basis, offering scheduling flexibility and coverage during peak demand or absences. The annual staff cost for the dedicated Streets Maintenance Worker II is \$75,151.</p> <p>In addition to staffing, the City has budgeted resources for equipment maintenance and repair to ensure the sweeper remains safe, reliable, and efficient. This includes routine preventive maintenance, parts replacement, and any necessary repairs performed. For the current fiscal year, the Streets Maintenance Division has allocated \$405,600 for maintenance and repair of Street Maintenance Division fleet assets, which includes street sweepers.</p>
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Geographical Area

Geographical area that the requested street sweeper will operate	Indian School Rd to Indian Springs Rd; Litchfield Rd to 99th Ave.
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Additional Information

Is the agency willing to provide MAG with additional information?	Yes
Number of Certified Sweepers Operated by Agency	4
Number of Noncertified Sweepers Operated by Agency	0

Application: AVN-26-SW-001, City of Avondale 2025

Signature

Signature

Signed Date

Signed User



NORWOOD EQUIPMENT INC.

512 E Mohave Street

Phoenix, AZ 85005

Phone 602-254-0644 Fax 602-253-4101

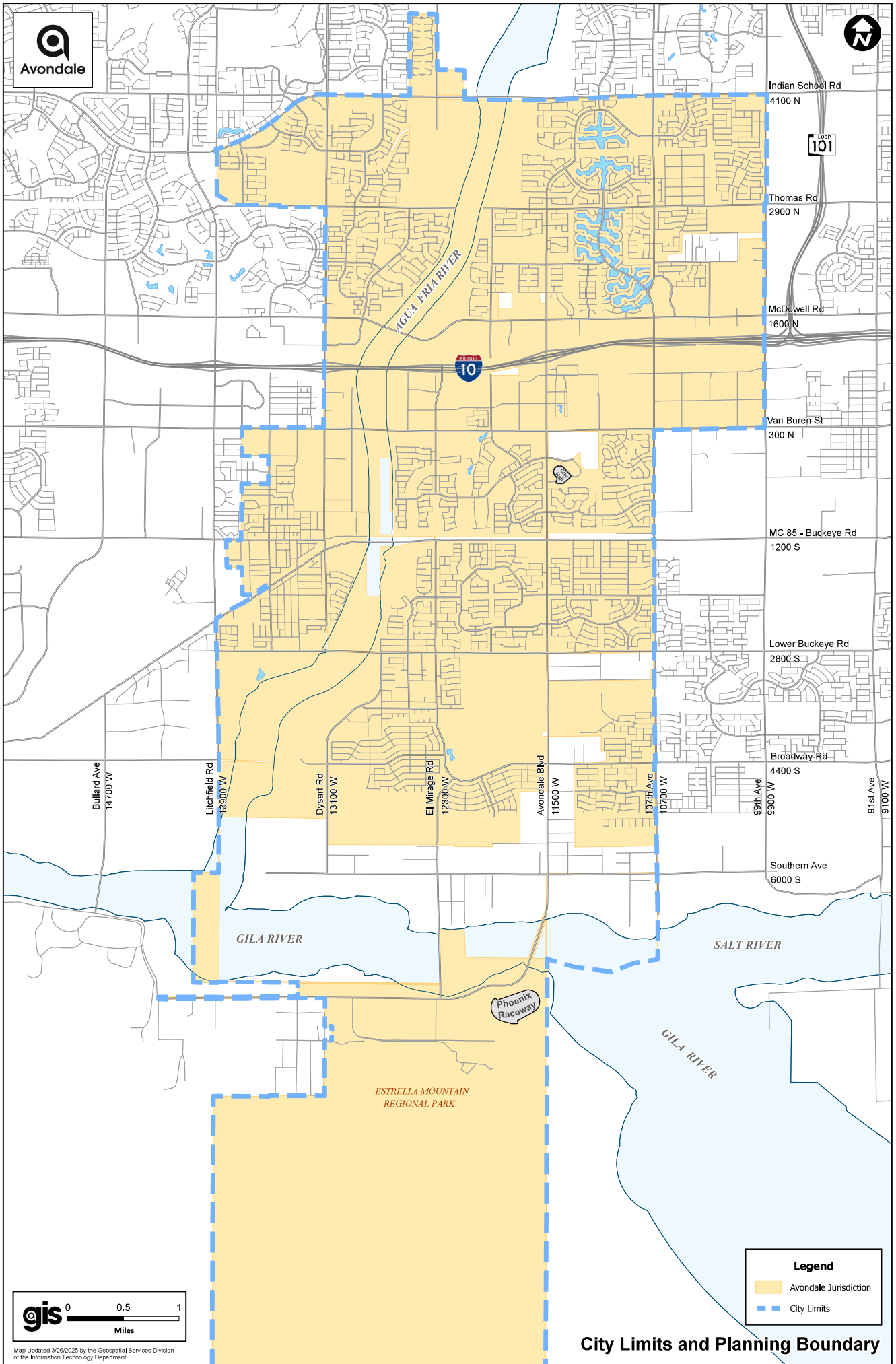
QUOTE

DATE: 9/10/2025

FOR:	CITY OF AVONDALE
	399 E. LOWER BUCKEYE ROAD
	AVONDALE, ARIZONA 85323
ATTN:	RUSS DANGEL
PHONE:	623-333-4479

QUANTIT Y	UNITS	DESCRIPTION	TOTAL	Eligible for Reimbursement	Ineligible for Reimbursement
1		ELGIN BROOM BEAR STREET SWEEPER -H-33K	\$231,482.50	\$231,482.50	
		MOUNTED ON A NEW FREIGHTLINER M2 CHASSIS	\$165,870.00	\$165,870.00	
4		SPARE CHASSIS KEY	\$240.00		\$240.00
		16'8 FILL HOSE			
		HYDRAULIC OIL TEMP DISPLAY	\$430.00		\$430.00
		PM10 COMPLIANT (RULE 1186)	\$4,350.00	\$4,350.00	
		EIGIN RED LOGO			
		FRT SPRAY BAR (STD WIDTH) W/INDV SIDE/ MAIN BROOM/FRT BAR WTR CNTRLS	\$990.00		\$990.00
		PACKAGE 6: DUAL REAR / SINGLE HOPPER LED BEACON W/GUARD & ARROWSTICK	\$5,610.00		\$5,610.00
2		BROOM BEAR SERVICE MANUAL	\$230.00		\$230.00
		SWEEPER PAINTED STANDARD WHITE			
		CAB STANDARD WHITE			
2		BROOM BEAR OPERATORS MANUAL MECHANICAL PRODUCTS MACHINE	\$60.00		\$60.00
		ELGIN SAFETY MANUAL			
2		BROOM BEAR PARTS BOOK	\$110.00		\$110.00
		BROOM MEASUREMENT RULER 12" CONVEX MIRRORS	\$445.00		\$445.00
		CHASSIS BATTERY DISCONNECT STANDARD ELECTRIC HORN			
		IN CAB AIR RESTRICTION GAUGE CAB MOUNTED RETANGULAR			
		PM10 COMPLIANT OIL TEMPERED STEEL BRISTLES			
		DOUBLE WRAP POLYPROPYLENE MAINBROOM			
		MANUAL SIDEBRROM SPEED CONTROLS, NOT REVERSING			
		CARBIDE SINGLE ROW DIRT SHOES IN CAB SIDEBROOM WATER			
		BACKUP ALARMS FEDERAL SIGNAL STANADRD			
		CHASSIS ALTERATIONS- FL M2 20XX, 4MH	\$4,660.00		\$4,660.00
		SLOW MOVING VEHICLE SIGN	\$205.00		\$205.00

		PACKAGE C: (2) REAR LOW MOUNTED OVAL AMBER LED FLASHERS		\$580.00		\$580.00
		A-2 MIR MTD AMBER LED FLASHERS		\$705.00		\$705.00
		HOPPER UP CONSTANT ALARM		\$495.00		\$495.00
		RIGHT HAND SIDEBROOM TILT INDICATOR		\$1,370.00		\$1,370.00
		LEFT HAND SIDEBROOM TILT INDICATOR		\$1,370.00		\$1,370.00
		HOPPER LONG CHUTE 48"		\$1,325.00		\$1,325.00
		DO TO THE CURRENT VOLATILITY OF PRICE INCREASES AND UNCERTAINTY OF FLUCTUATING TARRIFSAFFECTING MATERIALS AND PRODUCTION COSTS, ALL QUOTED PRICES ARE SUBJECT TO CHANGE				
		SOURCEWELL CONTRACT NUMBER - ELGIN SWEEPER 093021-ELG		\$7,175.85	\$7,175.85	
		<i>WARRANTY IS VALID FOR 30 DAYS UNLESS OTHERWISE SPECIFIED</i>	SUBTOTAL	\$413,351.65	\$394,526.65	\$18,825.00
ACCEPTED BY:			9.1% SALES TAX	\$37,615.00	\$35,901.93	\$1,713.08
DATE:			12% FET TAX	n/a		
			FREIGHT			
		THANK YOU FOR YOUR BUSINESS!	TOTAL	\$450,966.65	\$430,428.58	\$20,538.08



Legend	
	Avondale Jurisdiction
	City Limits

Map Updated 3/28/2025 by the Geospatial Services Division of the Information Technology Department

City Limits and Planning Boundary

Application: AVN-26-SW-002, City of Avondale 2025 (2)

Funding Information

Total Estimated Cost of Sweeper	\$450,966.65
Total Eligible Costs	\$430,428.57
Ineligible Costs	\$20,538.08
Agency Cash Match	\$24,534.43
Total Agency Share of Costs	\$45,072.51
Federal Share of Costs	\$405,894.14

Sweeper Purpose

Replace a Noncertified Street Sweeper	No
Expand Service Area	No
Increase Sweeping Frequency	No
Replace an Older Certified Street Sweeper	Yes

Roadway Types

Arterial	Yes
Collector	Yes
Residential	Yes
Other	No
Description of Other Lanes	

Roadway Type Information

Arterial Sweep Cycle Length (measured in days between sweepings)	15
------------------------------------------------------------------	----

Application: AVN-26-SW-002, City of Avondale 2025 (2)

Roadway Type Information

Arterial Lane Miles to be Swept per Cycle	208
Arterial Average Weekday Traffic per Lane Being Swept	29,087
Collector Sweep Cycle Length (measured in days between sweepings)	60
Collector Lane Miles to be Swept per Cycle	101
Collector Average Weekday Traffic per Lane Being Swept	5,803
Residential Sweep Cycle Length (measured in days between sweepings)	60
Residential Lane Miles to be Swept per Cycle	438
Residential Average Weekday Traffic per Lane Being Swept	454
Other Sweep Cycle Length (measured in days between sweepings)	
Other Lane Miles to be Swept per Cycle	
Other Average Weekday Traffic per Lane Being Swept	

Expand Service Areas

Expand Arterial Lane Miles	
Expand Collector Lane Miles	
Expand Residential Lane Miles	
Expand Other Lane Miles	

Application: AVN-26-SW-002, City of Avondale 2025 (2)

Increase Sweeping Frequency

Previous Arterial Cycle Length	
Previous Collector Cycle Length	
Previous Residential Cycle Length	
Previous Other Cycle Length	

Replace a PM-10 Certified Street Sweeper

Number of hours in service on the sweeper that is being replaced	5,619
Additional information about hours in service	
The month and year that the older certified sweeper was put into service	July 2017
Additional information about service date	
Number of miles (including deadhead miles) on the sweeper that is being replaced	43,857
Additional information about service miles	
Percent of time older sweeper was out of service	12%
Additional information about out of service percentage	The vehicle was at the dealership for the engine misfiring and wiring harness repairs for a total of 10 days, The remaining 14 days out of service was for routine maintenance and repairs performed in the City Shop.

Proximity to PM-10 Monitor

Will the requested certified sweeper be used within 4 miles of a PM-10 monitor?	No
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Application: AVN-26-SW-002, City of Avondale 2025 (2)

Proximity to PM-10 Monitor

Names of PM-10 monitors within 4 miles of sweeping route	
----------------------------------------------------------	--

Local Resource Allocation

Have local resources been committed to support the operation of the sweeper?	Yes
------------------------------------------------------------------------------	-----

Details about local resources	<p>The City of Avondale has committed local resources to support the operation of its PM-10 street sweeper program. One full-time Streets Maintenance Worker II is assigned exclusively to street sweeping operations, providing daily coverage and ensuring compliance with PM-10 reduction goals. Additional Streets Maintenance staff assist on an as-needed basis, offering scheduling flexibility and coverage during peak demand or absences. The annual staff cost for the dedicated Streets Maintenance Worker II is \$75,151.</p> <p>In addition to staffing, the City has budgeted resources for equipment maintenance and repair to ensure the sweeper remains safe, reliable, and efficient. This includes routine preventive maintenance, parts replacement, and any necessary repairs performed. For the current fiscal year, the Streets Maintenance Division has allocated \$405,600 for maintenance and repair of Street Maintenance Division fleet assets, which includes street sweepers.</p>
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Geographical Area

Geographical area that the requested street sweeper will operate	Indian School Rd to Indian Springs Rd; Litchfield Rd to 99th Ave.
------------------------------------------------------------------	-------------------------------------------------------------------

Additional Information

Is the agency willing to provide MAG with additional information?	Yes
Number of Certified Sweepers Operated by Agency	4
Number of Noncertified Sweepers Operated by Agency	0

Application: AVN-26-SW-002, City of Avondale 2025 (2)

Signature

Signature

Signed Date

Signed User



NORWOOD EQUIPMENT INC.

512 E Mohave Street

Phoenix, AZ 85005

Phone 602-254-0644 Fax 602-253-4101

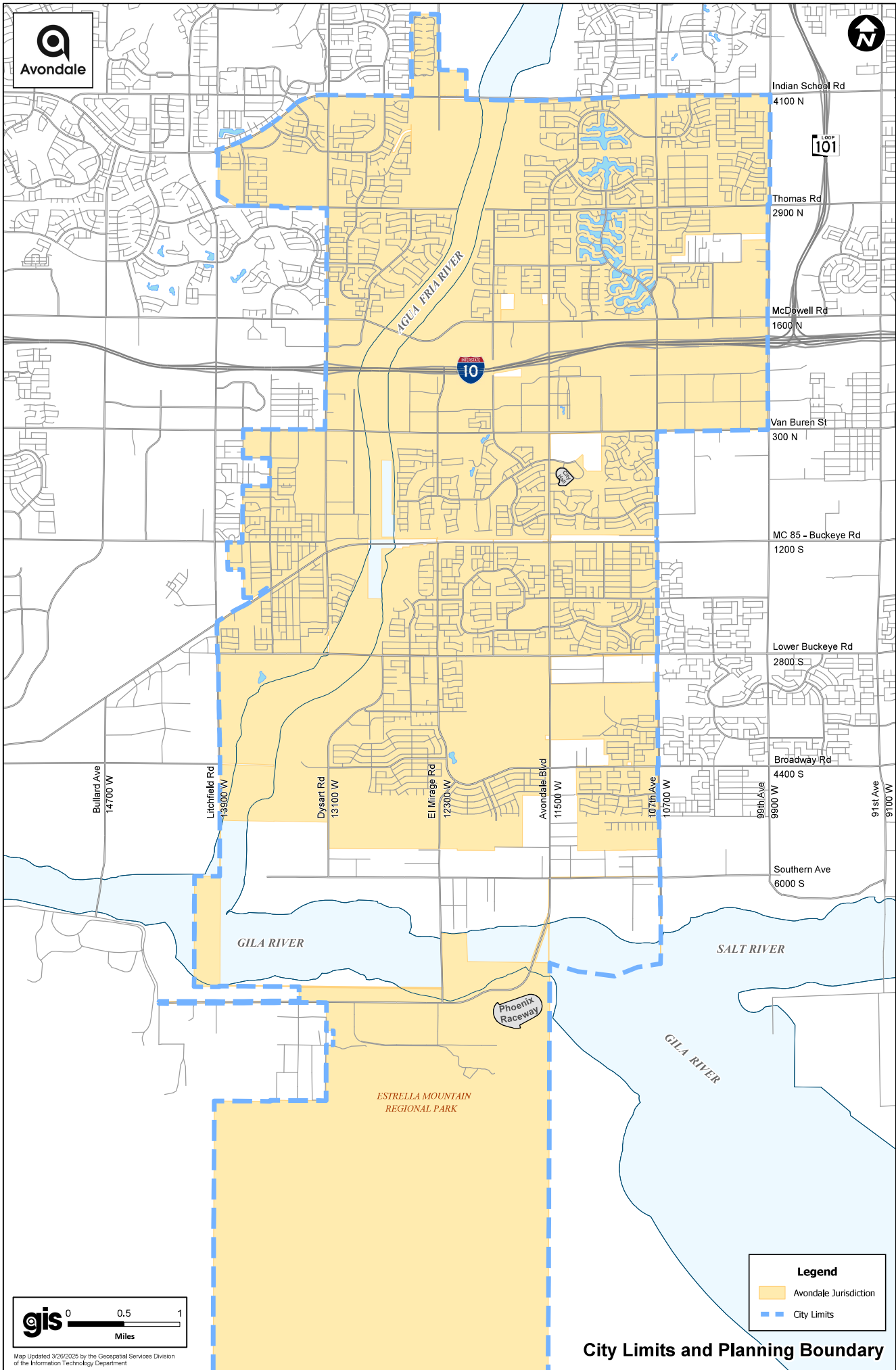
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		PM10 COMPLIANT (RULE 1186)	\$4,350.00	\$4,350.00	
		EIGIN RED LOGO			
		FRT SPRAY BAR (STD WIDTH) W/INDV SIDE/ MAIN BROOM/FRT BAR WTR CNTRLS	\$990.00		\$990.00
		PACKAGE 6: DUAL REAR / SINGLE HOPPER LED BEACON W/GUARD & ARROWSTICK	\$5,610.00		\$5,610.00
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		CAB STANDARD WHITE			
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		BROOM MEASUREMENT RULER			
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		IN CAB AIR RESTRICTION GAUGE			
		CAB MOUNTED RETANGULAR			
		PM10 COMPLIANT OIL TEMPERED STEEL BRISTLES			
		DOUBLE WRAP POLYPROPYLENE MAINBROOM			
		MANUAL SIDEBRROM SPEED CONTROLS, NOT REVERSING			
		CARBIDE SINGLE ROW DIRT SHOES			
		IN CAB SIDEBROOM WATER			
		BACKUP ALARMS FEDERAL SIGNAL STANADRD			
		CHASSIS ALTERATIONS- FL M2 20XX, 4MH	\$4,660.00		\$4,660.00
		SLOW MOVING VEHICLE SIGN	\$205.00		\$205.00

		PACKAGE C: (2) REAR LOW MOUNTED OVAL AMBER LED FLASHERS		\$580.00		\$580.00
		A-2 MIR MTD AMBER LED FLASHERS		\$705.00		\$705.00
		HOPPER UP CONSTANT ALARM		\$495.00		\$495.00
		RIGHT HAND SIDEBROOM TILT INDICATOR		\$1,370.00		\$1,370.00
		LEFT HAND SIDEBROOM TILT INDICATOR		\$1,370.00		\$1,370.00
		HOPPER LONG CHUTE 48"		\$1,325.00		\$1,325.00
		DO TO THE CURRENT VOLATILITY OF PRICE INCREASES AND UNCERTAINTY OF FLUCTUATING TARRIFSAFFECTING MATERIALS AND PRODUCTION COSTS, ALL QUOTED PRICES ARE SUBJECT TO CHANGE				
		SOURCEWELL CONTRACT NUMBER - ELGIN SWEEPER 093021-ELG		\$7,175.85	\$7,175.85	
		<i>WARRANTY IS VALID FOR 30 DAYS UNLESS OTHERWISE SPECIFIED</i>	SUBTOTAL	\$413,351.65	\$394,526.65	\$18,825.00
ACCEPTED BY:			9.1% SALES TAX	\$37,615.00	\$35,901.93	\$1,713.08
DATE:			12% FET TAX	n/a		
			FREIGHT			
		THANK YOU FOR YOUR BUSINESS!	TOTAL	\$450,966.65	\$430,428.58	\$20,538.08



Indian School Rd
4100 N



Thomas Rd
2900 N

McDowell Rd
1600 N

Van Buren St
300 N

MC 85 - Buckeye Rd
1200 S

Lower Buckeye Rd
2800 S

Broadway Rd
4400 S

Southern Ave
6000 S

Bullard Ave
14700 W

Litchfield Rd
13900 W

Dysart Rd
13100 W

El Mirage Rd
12300 W

Avondale Blvd
11500 W

107th Ave
10700 W

99th Ave
9900 W

91st Ave
9100 W

GILA RIVER

SALT RIVER

GILA RIVER

ESTRELLA MOUNTAIN
REGIONAL PARK

Phoenix
Raceway

Legend

- Avondale Jurisdiction
- City Limits



Map Updated 3/28/2025 by the Geospatial Services Division of the Information Technology Department

City Limits and Planning Boundary

As the jurisdiction's manager/administrator or designated representative, I certify that the information contained in this application is accurate and complete and that as appropriate local funds for this project will be included in the sponsoring MAG member agency's local current CIP/TIP or budget document if the project is selected for federal funding.

Signature: 
[Ron Corbin \(Sep 24, 2025 09:12:34 PDT\)](#)

Name: Ron Corbin

Title: City Manager

Date: 09/24/2025

Attest:



City Clerk



RESOLUTION NO. 1035-0526

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS.

WHEREAS, the Maricopa Associations of Governments has awarded the City of Avondale (the “City”) a Congestion Mitigation and Air Quality Program (“CMAQ”) street sweeper project grant (the “Grant”) in the amount of \$840,276; and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$840,276, (ii) the expenditure of a local match in amount not to exceed \$47,896 (5.7%) and (iii) the purchase of two (2) street sweepers for a total not to exceed purchase price of \$420,138 per sweeper.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to 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, May 18, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney