City of Avondale

City Council Meeting

Monday, July 6, 2026

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Dale Nannenga, Assistant City Manager | Jennifer Stein, Assistant City Manager

Andy Mesquita, 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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All Regular City Council meetings will be livestreamed on the City of Avondale YouTube channel. The livestream will begin approximately 30 minutes prior to the meeting start time.

https://www.youtube.com/@cityofavondaleaz

Please note, the livestream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.

City Council Meeting
Notice & Agenda
Monday, July 6, 2026

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under "Unscheduled Public Appearance" should submit an Online Request to Speak form (www.AvondaleAZ.gov/RequestToSpeak) at least one hour prior to the start of the meeting. Paper Request to Speak cards are also available at the meeting and should be submitted to staff prior to the start of the meeting.

REGULAR MEETING
5:30 PM
Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

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

1. ROLL CALL BY HANNAH MOLINA, AVITEMP (SUMMER INTERN) WITH THE CITY CLERK'S OFFICE

2. PRESENTATION ITEMS

a. EMPLOYEE ANNOUNCEMENTS

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

** Indicates a recent promotion*

City Manager's Office
- Arielle Leal, Management Analyst
- Jen Stein, Assistant City Manager *****
- Andy Mesquita, Assistant City Manager *****

Economic Development
- Cheryl Covert, Director *

Finance & Budget Department
- Tori Osmundson, Grants Coordinator
- Yolanda Varin, Accountant
- Fina Johnson, Assistant Director

Fire and Medical Department
- Andres Magana, Firefighter
- Bishop Burdine, Firefighter

Human Resources Department
- Ted Flores, Director *
- Holly Azouz, Human Resources Analyst

Office of Public Safety
- Jamie Michler, Public Education Specialist

Police Department
- Ana Bartez, Police Officer
- Efran Rodriguez, Police Office
- Robert Schmidt, Police Officer
- Samantha Simpson, Police Officer
- Nolan Tas, Police Officer
- Andrew Palacio, Police Officer
- Reina Tsuma, Police Officer
- Eysias Banks, Police Officer
- Rodrick Townsend, Police Officer
- Russell Stewart, Sergeant *****
- Beau Wagner, Sergeant *****
- Bryce Bellinger, Sergeant *****
- Nick Gonzales, Sergeant *****
- Adaceli Garcia, Records & Impound Sup.*
- Wendy Torres, Vehicle Impound Coord.*

Neighborhood & Family Services Dept.
- Nancy De Loa, Administrative Assistant
- Tyler Boyd, Homeless Outreach Specialist

Parks, Recreation, & Libraries Dept.
- Angelina Acero, Rec. Coordinator *
- Maria Castelo, Rec. Programmer *
- Rachel Castaneda, Rec. Programmer

Public Works Department
- Tina Wilseck, Fleet Services Coordinator
- Jesse Moreno, Wastewater Collections Opr.
- Ethan Versteeg, Wastewater Collections Opr.
- Miguel Flores, Water Distribution Opr.

b. PROCLAMATION - AMERICA'S 250TH CELEBRATION MONTH

City Council will present a proclamation recognizing July 2026 as America's 250th Celebration Month. This item is for discussion only.

c. PROCLAMATION - PARK AND RECREATION MONTH

City Council will present a proclamation recognizing July 2026 as Park and Recreation Month. This item is for discussion only.

d. AVONDALE BUSINESS SPOTLIGHT PROGRAM AWARD

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

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the following City Council meeting minutes. The Council will take appropriate action.

- June 1, 2026, Special Meeting,
- June 1, 2026, Regular Meeting, and
- June 15, 2026, Regular Meeting minutes.

b. SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF MICHAEL PULLEM

City Council will consider a request to approve the settlement agreement with Michael Pullem in the amount of $125,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH CRAIG L. JENNINGS (PRESIDING JUDGE)

City Council will consider a request to approve a Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

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

e. PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH BARBARA COPPAGE (CITY AUDITOR)

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

f. PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH NICHOLLE HARRIS (CITY ATTORNEY)

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

g. FISCAL YEAR 2027 UTILITY ASSISTANCE AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE

City Council will consider a request to approve an Independent Contractor Agreement with Arizona Community Action Association dba Wildfire to administer utility assistance programs and accept grant funding in an amount not to exceed $73,509 for the period of July 1, 2026 through June 30, 2027 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1050-0726 - INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM (WVIRT)

City Council will consider a request to adopt Resolution 1050-0726, approving the updated Intergovernmental Agreement with other police agencies to continue participating in the West Valley Investigative Response Team (WVIRT) 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 1051-0726 - AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - COMMUNITY ACTION PROGRAM (CAP) SERVICES

City Council will consider a request to adopt Resolution 1051-0726, approving Amendment No. 6 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, for the provision of Community Action Program services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute all necessary documents. The Council will take appropriate action.

j. RESOLUTION 1052-0726 – FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK FOR LAW ENFORCEMENT SERVICES

City Council will consider a request to adopt Resolution 1052-0726, approving the First Amendment to the Intergovernmental Agreement with the City of Litchfield Park for law enforcement services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1053-0726 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR PROCESSING RECYCLABLE MATERIALS

City Council will consider a request to adopt Resolution 1053-0726 to approve an Intergovernmental Agreement with the City of Phoenix for the period of July 1, 2026, to June 30, 2031, subject to annual amendments, for processing Avondale's recyclable materials, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1054-0726 - FIRST THINGS FIRST FISCAL YEAR 2027 GRANT RENEWAL

City Council will consider a request to adopt Resolution 1054-0726, authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive $300,000 in funding and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1055-0726 AND 1056-0726 – MAINTENANCE IMPROVEMENT DISTRICT NO. 48 – AVONDALE 10

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1055-0726, declaring its intention to form the City of Avondale Maintenance Improvement District No. 48, Avondale 10, providing for the assessment; (c) adopt Resolution 1056-0726, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. ORDINANCE 2021-0726 – ADOPTING AMENDMENTS TO CHAPTER 10 OF THE CITY CODE, FIRE PREVENTION AND PROTECTION, AND DECLARING AS A PUBLIC RECORD AND ADOPTING THE 2024 INTERNATIONAL FIRE CODE WITH CITY OF AVONDALE AMENDMENTS TO THE 2024 INTERNATIONAL FIRE CODE.

City Council will consider a request to adopt Ordinance 2021-0726, amending Chapter 10 of the City Code, Fire Prevention and Protection, and declaring as a public record and adopting by reference the 2024 International Fire Code (IFC) with the Avondale Amendments to the 2024 International Fire Code, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. ORDINANCE 2022-0726 – ACCEPTANCE OF A BUS SHELTER EASEMENT AGREEMENT FROM MCDONALD'S USA, LLC

City Council will consider a request to adopt Ordinance 2022-0726, authorizing the acceptance of a bus shelter easement agreement from McDonald's USA, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2023-0726 – ACCEPTANCE OF A BUS SHELTER EASEMENT AGREEMENT FROM GATEWAY CROSSING SC, LLC

City Council will consider a request to adopt Ordinance 2023-0726, authorizing the acceptance of a bus shelter easement agreement from Gateway Crossing SC, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. ORDINANCE 2024-0726 – ACCEPTANCE OF A BUS SHELTER EASEMENT AGREEMENT FROM PARK 10 SHOPS D & CH, LLC

City Council will consider a request to adopt Ordinance 2024-0726, authorizing the acceptance of a bus shelter easement agreement from Park 10 Shops D & CH, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. ORDINANCE 2025-0726 - AUTHORIZING THE ACCEPTANCE OF A NO-BUILD EASEMENT FROM MARICOPA COUNTY FOR THE BRIDGE HOUSING PROJECT

City Council will consider a request to adopt Ordinance 2025-0726, authorizing the acceptance of a No-Build Easement from Maricopa County and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

s. ORDINANCE 2026-0726 - AUTHORIZING THE ACCEPTANCE OF AN APS UTILITY EASEMENT FOR THE BRIDGE HOUSING PROJECT

City Council will consider a request to adopt Ordinance 2026-0726, authorizing the granting of an Utility Easement to Arizona Public Service Company (APS) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

t. ORDINANCE 2027-0726 – ABANDONMENT OF 114TH AVENUE RIGHT-OF-WAY AND ORDINANCE 2028-0726 - ABANDONMENT OF PARK AVENUE RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2027-0726, authorizing the abandonment of 114th Avenue right-of-way and Ordinance 2028-0726, authorizing the abandonment of Park Avenue right-of-way, both located generally south of Roosevelt Street and east of Avondale Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

u. ORDINANCE 2029-0726 - ACCEPTING A TRAIL EASEMENT FROM ROOSEVELT PARK UNIT 1 COMMUNITY ASSOCIATION

City Council will consider a request to adopt Ordinance 2029-0726, authorizing the acceptance of a Trail Easement from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for the construction and maintenance of a multiuse trail and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. RESOLUTION 1057-0726 - ADOPTION OF 2025 TRANSPORTATION MASTER PLAN UPDATE

City Council will consider a request to adopt Resolution 1057-0726, adopting the City of Avondale 2025 Transportation Master Plan Update as a long-range policy guide for transportation planning and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. SOLID WASTE CODE VIOLATION FEES

City Council will receive a presentation on the application of fees to address violations of the City of Avondale Solid Waste Code. This item is for information and discussion only. The approval of the discussed fees will be considered in a separate agenda item.

c. PRESENTATION AND DISCUSSION ON RECOMMENDED FEE CHANGES FOR FISCAL YEAR 2027

City Council will receive a presentation on the Fiscal Year 2027 proposed fee changes. This item is for discussion only.

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

(5 minutes)

7. ADJOURNMENT

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

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

CITY COUNCIL REPORT

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - America's 250th Celebration Month

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Sandra Salas, City Manager

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 July 2026 as America's 250th Celebration Month. This item is for discussion only.

BACKGROUND:
City Council will present a Proclamation recognizing July 2026 as America's 250th Celebration Month.

DISCUSSION:
The year 2026 marks the 250th anniversary of the founding of the United States of America, commemorating the adoption of the Declaration of Independence on July 4, 1776. The Copper State Chapter of the Daughters of the American Revolution, as part of the National Society Daughters of the American Revolution founded in 1890, is dedicated to promoting historic preservation, education, and patriotism throughout Arizona and across the nation. City Council will proclaim July 2026 as "America's 250th Celebration Month" in honor of the Copper State Chapter, Daughters of the American Revolution, and encourages residents to commemorate this historic milestone through reflection, education, service, and celebration.

BUDGET IMPACT:
This item does not have a budget impact.

RECOMMENDATION:
This item is for presentation only.

Contact person for document distribution: *Sandra Salas and Aneyssa Romo*

Avondale

PROCLAMATION

AMERICA'S 250TH CELEBRATION IN RECOGNITION OF THE COPPER STATE CHAPTER,

DAUGHTERS OF THE AMERICAN REVOLUTION

WHEREAS, the year 2026 marks the 250th anniversary of the founding of the United States of America, commemorating the adoption of the Declaration of Independence on July 4, 1776; and

WHEREAS, this historic milestone provides an opportunity for all Americans to reflect upon the courage, sacrifice, and vision of the patriots who established our nation and secured the freedoms we continue to cherish today; and

WHEREAS, the Copper State Chapter of the Daughters of the American Revolution, as part of the National Society Daughters of the American Revolution founded in 1890, is dedicated to promoting historic preservation, education, and patriotism throughout Arizona and across the nation; and

WHEREAS, the Copper State Chapter, Daughters of the American Revolution, has demonstrated a continued commitment to honoring America's heritage through educational outreach, community service, support of veterans and active-duty military personnel, and the preservation of historical traditions and values; and

WHEREAS, the City of Avondale recognizes the important contributions of the Copper State Chapter, Daughters of the American Revolution, in fostering civic engagement, preserving our nation's history, and inspiring future generations to appreciate and uphold the principles of liberty, equality, and democracy; and

WHEREAS, America's 250th Celebration serves as a unifying opportunity for communities across the nation to honor our shared history, celebrate the progress of our democracy, and reaffirm our commitment to the ideals upon which the United States was founded.

NOW, THEREFORE, on behalf of the Avondale City Council, hereby proclaims the month of July 2026 as "America's 250th Celebration Month" in honor of the Copper State Chapter, Daughters of the American Revolution, and encourages residents to commemorate this historic milestone through reflection, education, service, and celebration.

Proclaimed this 6th day of July 2026.

_____
Mayor

Attest: _____
City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Park and Recreation Month

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and 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 July 2026 as Park and Recreation Month. This item is for discussion only.

BACKGROUND:

National Park and Recreation Month is an annual observance celebrated each July to recognize the vital role that parks, recreation programs, and public spaces play in enhancing the quality of life for communities across the United States. Established in 1985 by the National Recreation and Park Association (NRPA), the month-long celebration highlights the contributions of park and recreation professionals, volunteers, and community partners who provide recreational opportunities, preserve natural resources, and create welcoming spaces for residents of all ages and abilities.

As an agency accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the Avondale Parks, Recreation and Libraries Department demonstrates its unwavering commitment to upholding the highest professional standards and implementing best practices in delivering exceptional park and recreational services to the Avondale community. The department's service offerings and parks have expanded and evolved throughout Avondale's growth. Recent master plan data highlight services to over 131,000 annual participants through programs, activities, and classes.

DISCUSSION:

Each July, we celebrate park and recreation professionals and how they improve the lives of tens of millions of people, making a lasting impact in communities across the country. Park and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later.

In July 2026, Park and Recreation Month highlights "The Power of" parks and recreation and the people who make it all possible. Parks and recreation bring us together, strengthens our health and well-being, and builds more resilient, connected communities.

The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond.

- **The Power of Play:** From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning.
- **The Power of Community:** Public spaces offer room for everyone to gather, celebrate and heal.
- **The Power of Nature:** Nature restores and inspires us, and parks ensure everyone can access its benefits.
- **The Power of Belonging:** Welcoming parks and programs make every person feel valued.
- **The Power of Well-Being:** Parks and recreation advances health, resilience and shared community benefits.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
This item is for discussion only.

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

Avondale

PROCLAMATION

DESIGNATION OF JULY AS PARK AND RECREATION MONTH

Whereas, parks and recreation is an integral part of communities throughout this country, including the City of Avondale; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, park and recreation programming and education activities, such as out of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Avondale recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims July 2026 Park and Recreation Month.

Proclaimed this 6th day of July 2026.

_____ Attest: _____

Mayor City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.d.

SUBJECT: Avondale Business Spotlight Program Award

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Cheryl Covert, Director of Economic Development

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

BACKGROUND:

The Avondale Economic Development Department has developed a recognition program to identify and formally recognize business owners and operators that have made a meaningful local impact by going above and beyond their normal business operations and donating their time, talent, and treasures to the community. Examples include but are not limited to: staff volunteering in the community, collaborating with fellow Avondale business owners, hosting donation drives and/or supporting local causes or charities.

The businesses recognized through this program will be awarded with:

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

Recognition will be provided for at least one Avondale business per quarter.

DISCUSSION:
The next Avondale Business Spotlight will feature Hawk’s Sports Performance, also known as Pride Fitness. Hawk's Sports Performance actively gives back to the local Avondale community. By leveraging their business to raise funds, goods, and awareness, they have demonstrated commitment to the community by supporting children, domestic violence survivors, cancer patients, and more.

By forming partnerships with organizations like the American Cancer Society, Adopt A Family, New Life Center, Arizona Diaper Bank, and more, the Hawks Sports Performance team orchestrates collections of the essential items our neighbors need the most. These supply and funding drives rotate throughout the year, giving residents another great reason to support this local business.

Through these collective efforts, Hawk's Sports Performance has successfully raised and contributed roughly $7,000 in total funds, proving that their dedication to fitness is matched only by their dedication to giving back.

BUDGET IMPACT:
This item has no impact on the budget.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Cheryl Covert*

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 7/6/2026

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 following City Council meeting minutes. The Council will take appropriate action.

- June 1, 2026, Special Meeting,
- June 1, 2026, Regular Meeting, and
- June 15, 2026, Regular Meeting minutes.

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 May 4, 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
June 01, 2026

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:22 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Jennifer Stein, Assistant City Manager; Dale Nannenga, Assistant City Manager; Andy Mesquita, Assistant 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; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Ted Flores, Interim Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Cheryl Covert, Interim Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. CONSENT AGENDA

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

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Councilmember Solorio, seconded by Councilmember Conde, 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. RESOLUTION 1041-0626 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2026-2027

City Council adopted Resolution 1041-0626, approving the final budget for fiscal year 2026-2027 (FY2027) in the amount of $514,304,500 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

3. REGULAR AGENDA

a. JUDICIAL DVISORY BOARD RECOMMENDATION ON THE REAPPOINTMENT OF CRAIG L. JENNINGS AS THE PRESIDING JUDGE

City Council received a presentation from staff and the Chair of the Judicial Advisory Board regarding the reappointment of Craig L. Jennings as the Presiding Judge. This item was for presentation only.

Ted Flores, Acting Human Resources Director, began the presentation by recognizing the Judicial Advisory Board for their dedication and commitment to the process. He thanked Liana Bell and Natalie Lopez within the Human Resources department for their support implementing the surveys and interviewing Judge Jennings. Lastly, he thanked the City Clerk's Office staff for their continued support in meeting preparations.

Mr. Flores provided a background of the process. On July 7, 2014, Mayor and Council initially appointed the Honorable Craig L. Jennings as the Presiding Judge of the Avondale Municipal Court. Following his initial appointment, Judge Jennings was subsequently recommended by the Judicial Advisory Board for reappointment in 2016, 2018, 2020, 2022, and 2024. On December 30, 2025, the Judicial Advisory Board received official notice from Judge Jennings seeking consideration for reappointment.

On February 23rd, the board finalized feedback surveys which were shared with City Court staff, litigants, and private attorneys. Survey responses were collected for one month and resulted in full staff participation of 15, a total of 27 litigant responses, and a total of six attorney surveys. Various litigants ranked Judge Jennings as satisfactory or superior. All other feedback was generally positive with no concerns identified by the Judicial Advisory Board on the results. The survey responses collected during this reappointment process were up from previous years.

In addition to the surveys, the Judicial Advisory Board inquired with the Commission of Judicial Conduct about disciplinary actions against Judge Jennings. Staff received no indication from the Commission that Judge Jennings had any action taken against him during his current term. Additionally, staff advertised the reappointment process in local newspapers to seek public comment on the reappointment. To date, no public feedback was received.

Finally, the Judicial Advisory Board formally interviewed Judge Jennings with 10 board-approved questions. Following the interview, the Judicial Advisory Board unanimously recommended Judge Jennings for reappointment.

Mayor Pineda opened the floor for comments and no comments were received.

4. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Councilmember White moved to adjourn the Special Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the Presiding Judge; 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 6:26 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 Special Meeting of the Council of the City of Avondale held on the 1st day of June 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 01, 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 5:41 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Jennifer Stein, Assistant City Manager; Dale Nannenga, Assistant City Manager; Andy Mesquita, Assistant 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; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Ted Flores, Interim Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Cheryl Covert, Interim Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. GREEN FOR GOOD COMMUNITY SUSTAINABILITY GRANT PROGRAM AWARDEES

City Council received a presentation from Public Works on the ‘Green for Good’ Community Sustainability Grant Program awardees for Fiscal Year 2026.

Kim Anderson, Sustainability Officer, presented the City's 2026 Green for Good Community Sustainability Grant Program recipients.

- The program developed through Avondale's AVI Pro internship program.
- It was designed to support community-based sustainability projects.
- Applicants included nonprofits, schools, businesses, faith-based organizations, HOAs, and individuals.
- Applications opened February 24, 2026, and closed April 3, 2026.
- Total funding available: $15,000.

Four projects were selected from fourteen applications received with two fully funded and two partially funded. Staff conducted extensive outreach through community partners and city departments. Projects were evaluated against sustainability pathways identified in the City's Community Sustainability Plan. Grant recipients will complete projects by June 30, 2027.

City Council expressed appreciation for the program, staff efforts, and community participation. In response to a question by Mayor Pineda, Ms. Anderson noted that staff plan to return to City Council at a future date with an update on the four projects.

This item was for information only.

3. UNSCHEDULED PUBLIC APPEARANCES

Two boy scouts and their troop leader spoke regarding their acts towards obtaining the Citizenship in The Community Merit Badge. Mayor Pineda and Vice Mayor Nielson acknowledged their efforts and thanked them for attending the meeting.

4. CONSENT AGENDA

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

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

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

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

a. MINUTES

City Council approved the May 4, 2026, City Council meeting minutes.

b. APPOINTMENTS TO BOARDS AND COMMISSIONS

City Council approved various Board and Commission appointments as recommended by the City Council Subcommittee on Boards and Commissions and authorized the City Clerk to execute the necessary documents.

c. ANNUAL AUDIT PLAN ADOPTION

City Council adopted the Annual Audit Plan and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ECONOMIC DEVELOPMENT AGREEMENT WITH THE AVONDALE AUTOMALL COMMON AREA MANAGEMENT ASSOCIATION

City Council approved an Economic Development Agreement with the Avondale Automall Common Area Management Association where the City shall contribute an amount not to exceed $150,000 for the upgrades to the Pylon Sign and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1036-0626 - ADOPTION OF THE FISCAL YEAR 2027 PENSION FUNDING POLICY

City Council adopted Resolution 1036-0626, approving an updated Pension Funding Policy for Fiscal Year 2027 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1037-0626 - DESIGNATION OF CHIEF FISCAL OFFICER FOR THE ANNUAL EXPENDITURE LIMITATION REPORT (AELR)

City Council adopted Resolution 1037-0626, designating Renee Weatherless as the Chief Fiscal Officer for the submittal of the AELR and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1038-0626 - INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG FOR PARTICIPATION IN THE WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM (MFFRT).

City Council adopted Resolution 1038-0626, authorizing an Intergovernmental Agreement (IGA) renewal with the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg, to enhance regional public safety coordination responses to incidents of public civil disturbances, public demonstrations, volatile situations, or events involving large crowds requiring multi-jurisdictional law enforcement resources and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1039-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR FOR SENIOR SERVICES

City Council adopted Resolution 1039-0626, approving an Intergovernmental Agreement with the City of Goodyear for fiscal year 2026-2027 for Senior Services provided to Goodyear residents by the Avondale Senior Services Division in the amount of $189,000 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1040-0626 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF AVONDALE AND THE UNITED STATES SECRET SERVICE

City Council adopted Resolution 1040-0626, approving an MOU with the United States Secret Service, which will provide the Avondale Police Department access to training, equipment, and technology to be able to strengthen our ability to investigate crimes associated with fraud and cryptocurrency and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2017-0626 — A) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF AVONDALE, GENERAL OBLIGATION BONDS, SERIES 2026 AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; B) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; C) DELEGATING AUTHORITY TO THE MAYOR, THE MANAGER AND THE FINANCE AND BUDGET DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; D) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE; AND E) DECLARING AN EMERGENCY.

City Council adopted Ordinance 2017-0626, approving the sale and execution and delivery of General Obligation bonds, Series 2026; authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing parks, recreation and library projects and pay the cost of issuance; approving the form and authorizing the execution and delivery of agreements necessary for such sale; delegating to the Mayor, the City Manager, and the Finance and Budget Director authority to determine certain matters and terms with respect to the foregoing, authorizing all actions to further this ordinance; declaring an emergency; authorizing staff to transfer the necessary appropriation authority to the appropriate funds and modify the interfund transfer schedule as necessary; and to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC HEARING – PROPOSED FISCAL YEAR 2027 FINAL BUDGET AND TAX LEVY

City Council held a public hearing to receive comments on the property tax levy and final budget for fiscal year 2026 - 2027 (FY2027). This item was for discussion only.

Renee Weatherless, Finance and Budget Director, explained that the purpose of the agenda item was to hold a public hearing on the proposed property tax levy and the fiscal year (FY) 2027 final budget in the amount of $514,304,500. She further noted that the city would not be holding a truth and taxation hearing this year, as the city does not plan to increase the levy by the allowable 2 percent.

The property tax rate is planned to be set at a combined rate of $1.4592, equal to the rate set for FY2026, ensuring no increase to property owners. The levy generated from that rate is projected at over $4,500,000 for the primary and $6,800,000 for the secondary, for a total of just under $11,400,000. Ms. Weatherless noted that the historical property tax rate has remained relatively consistent and will remain flat going into the next fiscal year. She illustrated for the Council and the public that the City of Avondale represents approximately 11 percent of a typical Avondale resident's total property tax bill, with school districts comprising the majority at approximately 75 percent.

Regarding changes from the previously adopted tentative budget — which was set at the May 4th meeting — Ms. Weatherless summarized the following adjustments made to arrive at the final budget: an increase to General Fund salaries for employee-related expenditures of $43,000; a fund correction moving a vehicle purchase from the General Fund to the Water Utility Fund for $60,000; a correction to a property tax revenue line of $300; and continued adjustments to both CIP carryover appropriations and the RICO program carryover appropriation. She noted that all increases were offset by corresponding decreases from contingencies or unanticipated revenues, maintaining the same expenditure limit. Additional documents included with the final budget package are the administrative awards over $100,000, a schedule of interfund transfers, and the five-year Capital Improvement Plan. Weatherless noted that the next major budget action will be the formal adoption of the property tax levy on June 15th.

City Manager Corbin highlighted key budget priorities and accomplishments, framing his remarks around council priority areas: Economic Development, Connected Communities, Parks and Recreation, Services, Public Safety, and Personnel.

On Economic Development, Mr. Corbin noted over $200 thousand in marketing expenditures — encompassing tourism dollars, economic development support, and business marketing — and highlighted a significant investment of $3.5 million set aside to purchase a property to add parking at The BLVD, support a planned row of high-end restaurants, fund half-street improvements, and provide infrastructure for the Embassy Suites development. He also referenced resources dedicated to free business consulting services covering development plans, human resources, financial guidance, and marketing.

On Parks and Recreation, Mr. Corbin described a robust set of investments, including the forthcoming opening of Donatella Park — described as the city's first neighborhood park on the north side of the freeway — and nearly $1,000,000 going into Old Town Plaza. He also noted $2,500,000 in improvements at Fiesta, Festival, and Friendship Parks, specifically highlighting an upgraded, accessibility-friendly playground at Friendship Park. Programming additions include over $700,000 added to sports programs (a significant portion of which addresses cost increases in the aquatics program) and approximately $750,000 in community events.

On Public Safety, Mr. Corbin called out the drone as a first responder program and the Flock Safety camera program, crediting Police Chief Espinosa for flexible and collaborative leadership in finding financing solutions. He also highlighted the McDowell Road bridge lighting project, characterizing sidewalk lighting as a public safety matter.

On Connected Communities, Mr. Corbin noted that between the city's housing program, homelessness assistance, senior programs, and youth programs, over $1,200,000 is spent on contracted programming and direct services, which does not include employee salaries. He also highlighted the planned expansion of the McDowell and Dysart intersection, describing it as an important transportation improvement given the congestion at that location.

On Services, Mr. Corbin noted nearly $500,000 invested in customer-friendly technology platforms for online permitting, building inspections, and texting-based scheduling, as well as safety upgrades around City Hall. He also referenced ongoing multi-million-dollar infrastructure improvements — water line and street replacement — in the Old Town, Cashion, and Las Vegas neighborhoods.

On Personnel, Mr. Corbin highlighted the public safety home buyer assistance program, which sets aside $100,000 annually to provide $20,000 forgivable loans (forgiven after five years) to public safety employees purchasing a home in Avondale. He also noted $1.1 million dedicated to employee training (not travel) and $148,000 for wellness and health programs including blood pressure screenings and health checks.

Mr. Corbin closed his portion of the presentation with a note of appreciation for the effort the budget process required. He highlighted that the city maintains 35 percent reserves, a $5,000,000 CIP reserve, and continues to grow with a structurally balanced budget. He offered personal thanks to staff for working through difficult cuts with care and responsibility.

Ms. Weatherless concluded the presentation by confirming the recommendation to conduct the public hearing on the FY2027 final budget and property tax levy.

Mayor Pineda echoed Mr. Corbin’s sentiments toward all departments, remarking that it is never easy to be asked to reduce a budget and that the ability to simultaneously make cuts and deliver meaningful investments for the community represents a tremendous achievement.

Mayor Pineda opened the public hearing and did not receive any requests to speak. Mayor Pineda closed the public hearing and noted that the item was for discussion only — no action would be taken, with formal action scheduled for the June 15th meeting.

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

Councilmember Weise shared that she attended the new art exhibit at the library celebrating Black artists, the art unveiling of a sculpture entitled Seeds of Growth at Civic Park, and the summer reading kickoff at the Sam Garcia Library. She also praised the Memorial Day service.

Councilmember Condi shared that her family attended the 2026 Summer Reading Kickoff at Sam Garcia Library. She thanked staff for their ongoing efforts.

Councilmember Garcia thanked staff for the Memorial Day service. She also shared that she spent Memorial Day at the VFW alongside veterans. She also paused to personally honor and dedicate her prayer and moment of silence that day to Staff Sergeant Donald Stacy, her friend and Agua Fria High School alumnus who lost his life in Afghanistan in 2011 and whose family still resides in Avondale.

Vice Mayor Nielson attended the Memorial Day service and thanked whoever arranged for shade at the event. He reported attending a GPEC (Greater Phoenix Economic Council) presentation, highlighting the organization's efforts to attract new economic opportunities across the entire valley. Vice Mayor Nielson also shared a deeply moving account of participating with AZ Community Impact on a bed delivery, in which 63 beds were delivered by 12 different groups to children who had never had a bed to sleep in. He described seeing the children's faces upon receiving a mattress, bed, blanket, and pillow, and acknowledged with visible emotion how touching the experience was.

Councilmember White attended the Memorial Day service and noted that she gave tours of the memorial pathway near the courthouse, pointing out that many residents are unaware that every branch of service is honored there with names etched into the stones. She also attended the summer reading kickoff, noting that the book bus had free books to give away — with some potentially still available at the library. She took a moment to commend Councilmember Condie and Vice Mayor Nielson for their steadfast leadership of the City's Interfaith Council, describing the wealth of knowledge and community resources shared.

Mayor Pineda thanked Vice Mayor Nielson for a heartfelt personal story he shared during the Memorial Day service, and offered a special acknowledgment to Lieutenant Alt, who was not present, for sharing his own story of service and honoring two fellow service members during the event.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting; 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 6:21 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 1st day of June 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 15, 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.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Jennifer Stein, Assistant 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; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Ted Flores, Interim Human Resources Director; Kimberly Moon, Engineering Director; Mark Neerings, Assistant Chief Information Officer; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Pier Simeri, Marketing and Public Relations Director; Cheryl Covert, Interim Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 20 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION – JUNETEENTH DAY OF OBSERVANCE

City Council presented a Proclamation recognizing Juneteenth Day of Observance. Cheryl Thurman-Gipson name shared a historical background of the day and accepted the proclamation. This item was for Discussion only.

b. PROPERTY ALL-STAR CURB APPEAL AWARD PROGRAM

City Council recognized the following property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. This item was for discussion only.

- Sedona Peaks Apartment Homes – Commercial Category
- Andrew & Lorena Magdaleno – Residential Category

3. UNSCHEDULED PUBLIC APPEARANCES

Barney Hernandez, resident of Avondale, spoke as a representative of Cantada Ranch Community noted the recent death of a child in the community. Mr. Hernandez requested answers regarding when the future crosswalk installation will be completed. As a result, Mayor Pineda directed Engineering Director Kim Moon to proceed to the lobby to speak with Mr. Hernandez.

4. CONSENT AGENDA

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

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

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

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

a. MINUTES
City Council approved the May 18, 2026, City Council meeting minutes.

b. RESOLUTION 1042-0626 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)
City Council adopted Resolution 1042-0626, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. RESOLUTION 1043-0626 AUTHORIZING GRANT ACCEPTANCE FROM ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM GRANT FUNDING
City Council: a) adopted Resolution 1043-0626, accepting grant funding from the Arizona Department of Administration for the Law Enforcement Records Management System in an amount not to exceed $72,500 for the implementation, maintenance, and support of a Law Enforcement Records Management System; b) authorized and directed 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; c) authorized the Finance Director to make all necessary budget transfers and adjustments to receive and expend grant funds in accordance with the terms of

the award; and d) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1044-0626 - INTERGOVERNMENTAL AGREEMENT WITH AVONDALE ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES
City Council adopted Resolution 1044-0626 approving an Intergovernmental Agreement with Avondale Elementary School District for recycling services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1045-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE PENDERGAST ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES
City Council adopted Resolution 1045-0626 approving an Intergovernmental Agreement with Pendergast Elementary School District for recycling services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1046-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE LITTLETON ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES
City Council adopted Resolution 1046-0626 approving an Intergovernmental Agreement with Littleton Elementary School District for recycling services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1047-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE LITCHFIELD ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES
City Council adopted Resolution 1047-0626 approving an Intergovernmental Agreement with Litchfield Elementary School District for recycling services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1048-0626 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – FY2027 TRANSIT SERVICES
City Council adopted Resolution 1048-0626 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2027 (Contract #106-75-2027-15-00) relating to public transportation services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. ORDINANCE 2018-0625 – MIAMI AVENUE RIGHT-OF-WAY DEANNEXATION AT SHADOW RIDGE
City Council adopted Ordinance 2018-0626 authorizing the deannexation of Miami Avenue right-of-way at Shadow Ridge and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2019-0626 – AUTHORIZING THE SALE OF REAL PROPERTY LOCATED SOUTH OF 4TH STREET AND EAST OF 111TH AVENUE

City Council adopted Ordinance 2019-0626 authorizing the sale of real property generally located south of 4th Street and east of 111th Avenue and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

k. ORDINANCE 2020-0626 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FROM 545657, INC. LOCATED SOUTH OF ROOSEVELT ROAD AND EAST OF AVONDALE BOULEVARD

City Council adopted ordinance 2020-0626, authorizing the acquisition of real property from 545657, Inc located south of Roosevelt Road and east of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents.

l. LICENSE AGREEMENT AMENDMENT 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 facilities 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.

m. APPROVAL OF AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT WITH BROOKFIELD LAKIN, LLC FOR CONSTRUCTION OF A 16-INCH WATER LINE ALONG DYSART ROAD

City Council approved an Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC for the construction of a 16-inch water line extension along Dysart Road and authorized the City Manager, City Attorney, and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. RESOLUTION 1049-0626 - SETTING THE FISCAL YEAR 2027 PRIMARY AND SECONDARY PROPERTY TAX LEVY

City Council adopted Resolution 1049-0626, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2027, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Presented by Renee Weatherless, Finance and Budget Director, noted the purpose of the item is to adopt the property tax levy for fiscal year 2027: Pursuant to Arizona Revised Statute, the City is required to hold a public hearing on the proposed tax levy which was completed on June 1, 2026. The City is not increasing the primary property tax rate so there was not a "Truth in Taxation" Hearing. The primary levy will only increase the amount related to growth and new construction.

Ms. Weatherless compared the following property tax rates:

Property Tax Rates	**FY2026 Rate**	**FY2027 Rate**
Primary (for general purposes)	0.6095	0.5813
Secondary (restricted to repayment of bond principal and interest)	0.8497	0.8779
Total	**1.4592**	**1.4592**

Fiscal Year 2027 Combined Property Tax Levy	**FY2027 Levy**	**FY2027 Levy**
Primary	$4,527,130	0.5813
Secondary	$6,837,490	0.8779
Total	**$11,364,620**	**1.4592**

Ms. Weatherless shared the historical property tax rate, noting the combined is well below the policy-set maximum amount of $2.00 and has been very stable over several years. An example property tax bill was presented, demonstrating the amounts divided between schools, county, city, and special districts.

Vice Mayor Nielson moved to adopt Resolution 1049-0626, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2027, and authorizing 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 6 to 1.

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

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

Councilmember Solorio attended the Dive-in-Movie event at the Avondale Aquatic Center. She also shared news about receiving a scholarship for a college course that she

just completed, Housing as an Economic Tool Developer. She noted she now has a better understanding of the terminology and how it ties into Avondale.

Councilmember Conde also attended the Dive-In-Movie event at the Avondale Aquatic Center. She shared the late swim schedule and encouraged listeners to visit the Aquatic Center website for more details.

Councilmember Garcia attended the West Valley Women's Veterans Day event, noting women veterans in the valley often feel overlooked. She recognized women veterans, including those in the Police and Fire Departments.

Councilmember White attended the Arizona Department of Transportation listening session, which provided her an opportunity to hear about the concerns coming from the west valley and encouraged listening to be prepared for future construction coming to the area. She attended the Tolleson Police Department's Community Room and gave kudos to the organization for allowing the public to use the space for a meeting. Lastly, she attended the Arizona West Valley Alumni Chapter Sorority Year of Delta Sigma Theta, noting she just finished her second term as Vice President for that organization.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03(A)(1) and (A(3) for: a) discussion of the evaluation and salary of the City Auditor; b) discussion of the evaluation and salary of the City Manager; and c) discussion or consultation with the City Attorney for legal advice on the evaluation and salary of the City Auditor and the City Manager; Councilmember White seconded the motion.

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

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

The meeting was adjourned at 6:12 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 15th of June 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

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Settlement Agreement and Payment for the Claim of Michael Pullem

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

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

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

STRATEGIC PLAN:
N/A

PURPOSE:
City Council will consider a request to approve the settlement agreement with Michael Pullem in the amount of $125,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Michael Pullem filed a notice of claim with the City on July 15, 2024.

DISCUSSION:
The City Attorney's Office has negotiated a settlement with Mr. Pullem and is recommending approval of the settlement agreement in the amount of $125,000.

BUDGET IMPACT:
The Risk Fund maintains a fund balance to pay claims against the City. With approval of this settlement, the City's balance will remain above our required reserve balance.

RECOMMENDATION:
Staff is recommending City Council approve the settlement agreement with Mr. Pullem in the amount of $125,000 and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to execute the necessary documents.

Contact person for document distribution: *Nicholle Harris*

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is between Michael Pullem ("Plaintiff") and the City of Avondale, E-Z Towing and Recovery, LLC, through its insurance company, AmGuard Insurance Company, Sulema Luna and Jesus Luna, through their insurance company, Arizona Auto Insurance Co. ("Defendants"). Plaintiff and Defendants are collectively referred to as "the Parties."

RECITALS

A. Plaintiff filed a First Amended Complaint against Defendants in the Maricopa County Superior Court, captioned "*Pullem v. City of Avondale, et al"* Case No. CV2024-037136 ("Complaint").

B. The Parties now desire to enter into this Settlement Agreement to resolve all claims between them arising from the events alleged in the Complaint.

AGREEMENT

The Parties agree as follows:

1. Release, Discharge and Dismissal of Complaint

In exchange for the consideration set forth below, Plaintiff agrees to dismiss the First Amended Complaint ("FAC"), with prejudice, and completely releases and forever discharges Defendants from any and all past, present or future claims, demands, obligations, actions, causes of action, including, without limitation, any and all known or unknown claims for bodily, personal, and emotional injuries, attorneys' fees, costs, or other relief arising out of the incident dated January 23, 2024 (the "Incident"), whether or not alleged in the FAC, which have resulted or may result from the alleged acts or omissions of Defendants alleged in the FAC.

This release and discharge shall also apply to Defendants' past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated. This release shall be a fully binding and complete settlement among Plaintiff and Defendants, and their heirs, assigns, and successors.

Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages arising out of the events alleged in the Complaint that exist as of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and that, if known, would materially affect Plaintiff's decision to enter into the Settlement Agreement. Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes.

2. Payments

In consideration of the Release set forth above and all the terms of the Settlement Agreement, Defendants agree to pay Plaintiff and his counsel the total sums as follows: (a) the City of Avondale agrees to pay to Plaintiff the total settlement amount of One Hundred Twenty Five Thousand dollars 00/cents ($125,000.00), (b) E-Z Towing and Recovery, LLC agrees to pay to Plaintiff the total settlement amount of Fifty Thousand dollars 00/cents ($50,000.00), (c) Defendants Jesus and Sulema Luma, through their insurer, Arizona Auto Insurance Co., agree to pay Plaintiff the total settlement amount of Twenty Five Thousand dollars 00/cents ($25,000.00) (collectively the "Settlement"). All settlement amounts will be made by checks payable to Sweet James Lawyers, LLC fbo Michel Pullem.

3. Indemnify and Hold Harmless

Plaintiff acknowledges that liens, judgments, and/or financial obligations arising out of the payment Plaintiff receives may exist. Plaintiff expressly agrees that he is solely responsible for ensuring that those liens, judgments, and other financial obligations are fully satisfied. Plaintiff agrees to satisfy all valid liens, judgments, rights of subrogation, rights of reimbursement, and/or other financial obligations that arise out of the benefits Plaintiff receives from these settlement proceeds, including: (1) any medical, dental, or mental health treatment Plaintiff obtained as a result of or arising from the events described in the Complaint; (2) any hospital liens pursuant to A.R.S. §33-931, et seq. that have been filed or may be filed for past medical expenses; (3) any claims for recovery for medical and health services and care that have been asserted or may be asserted by the United States of America pursuant to the Medical Care Recovery Act, 42 U.S.C. § 2651, or pursuant to any other state or federal statute, rule, or regulation; (4) any subrogation lien; or (5) any bills, claims, and liens in any manner arising in favor of any health care provider who has provided medical or health care of any kind to Plaintiff; it being specifically recognized that said liens and obligations are Plaintiff's sole responsibility.

Plaintiff agrees to defend, indemnify, and hold Defendants harmless from any and all loss, cost, and expense arising from the assertion of any claim, demand, action, complaint, or lien which may be claimed by healthcare providers or lien holders.

4. General Releases

Furthermore, it is acknowledged by the Parties that in order to facilitate a global settlement and in consideration of the respective monetary contributions described above, the Defendants forever release and discharge each other of and from any, every and all potential or actual claims, causes of action, damages, personal or economic injuries, rights or liabilities whatsoever, whether known or unknown, whether accrued or not accrued, based upon or arising out of the Incident, the Plaintiff's FAC, the payment of their respective contributions towards the Settlement and cost of defense and indemnity amounts incurred and paid in connection with the defense and settlement of the Incident, including but not limited to all claims whatsoever sounding in contractual indemnity, express indemnity, implied indemnity, common law indemnity, equitable contribution, additional insured claims and other similar claims or causes of action. The releases and discharge between Defendants shall bind and benefit their respective parent companies, subsidiary companies, sibling companies, affiliates, predecessors in interest, directors, officers, shareholders,

managers, members and partners (as applicable, dependent on the type of entity), and their employees, agents, attorneys, insurance carriers, reinsurers, successors and assigns.

5. Attorneys' Fees

Each party shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with the Complaint, the Settlement, and all related matters.

6. Representation of Comprehension of Document

In entering into this agreement, Plaintiff represents that the Plaintiff has relied upon the advice of his attorney, who is the attorney of his choice, concerning the legal consequences of this agreement and he fully understands and voluntarily accepts the terms of the Settlement Agreement.

7. Warranty of Capacity to Execute Agreement

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute the Settlement Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Settlement Agreement.

8. Governing Law

The Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

9. No Admission of Liability.

It is understood and expressly agreed that nothing contained within this Agreement shall be construed as an admission of any liability whatsoever on the part of the Defendants, who have always been and are now expressly denying any liability. The Parties acknowledge and agree that the Settlement is made in compromise and settlement of a disputed claim and lawsuit, and that by entering into this Settlement Agreement, the Parties do not intend to admit the correctness of any party's position, nor may this Settlement Agreement or the fact of settlement be used against Defendants as res judicata, collateral estoppel, or as an admission of fault or liability.

10. Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the Settlement Agreement, including dismissal of the Complaint with prejudice.

11. Severability

In the event any provision in the Settlement Agreement shall be held invalid, void, or unenforceable, that provision shall be severed from this agreement and the remaining provisions shall not in any way be affected or impaired thereby.

12. Entire Agreement and Successors in Interest

The Settlement Agreement contains the entire agreement between Plaintiff and Defendants with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

13. Counterparts and Effectiveness

The Settlement Agreement shall be executed by all the Parties and is effective as of the latest signature date on the Settlement Agreement. The Settlement Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. A facsimile, photocopy, or email copy of this Agreement, bearing the respective signatures, shall be enforceable as originals.

Plaintiff: Michael Pullem

By:_____

Date:_____

Approved As to Form:
Plaintiff's Attorney: Sara Thomas

By: _____

Date:_____

Defendant City of Avondale:

By:_____
Nicholle Harris, City Attorney

Date:_____

Approved As to Form:
Defendant's Attorney: Kathleen L. Wieneke

By: _____

Date:_____

Defendant: Sulema Luna:

By:_____

Date:_____

Defendant: Jesus Moreno Luna

By:_____

Date:_____

Approved As to Form:
Defendant's Attorney: Geoffrey G. Collins

By: _____

Date:_____

Defendant E-Z Towing & Recovery, LLC:

By:_____

Date:_____

Approved As to Form:
Defendant's Attorney: Peter Kelly II, Esq.

By: _____

Date:_____

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge)

MEETING DATE: 7/6/2026

TO: Mayor and Council

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

PURPOSE:
City Council will consider a request to approve a Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On June 1, 2026, City Council reviewed the performance of Presiding Judge Craig L. Jennings in Executive Session.

DISCUSSION:
The purpose of this agenda item is to approve a new Professional Services and Employment Agreement for the Presiding Judge, Craig L. Jennings (the "Agreement") as attached. The Professional Services and Employment Agreement will reappoint Craig L. Jennings as the Presiding Judge of the Municipal Court for a term of two years beginning August 2026 (the "Agreement").

BUDGET IMPACT:
This item is budgeted through the Court's departmental budget.

RECOMMENDATION:
Staff recommends approval of the Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Ted Flores; Craig Jennings; Renee Weatherless*

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAIG L. JENNINGS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on July 6, 2026, by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city (the "City") by its duly appointed and acting city council and Craig L. Jennings ("Employee"). This Agreement shall have the effective date set forth in Section 1 below.

RECITALS

A. Pursuant to ARIZ. REV. STAT. § 22-402, the City is required to have a municipal court (the "City Court"), which shall be presided over by a magistrate judge (the "Presiding Judge").

B. Employee was selected by the Mayor and Council of the City (the "City Council") in accordance with Article XI, Section 3 of the Avondale City Charter and Sections 5-17 through 5-19 of the Avondale City Code.

C. The City and Employee desire to enter into this Agreement for employment by the City of Employee for the position of Presiding Judge of the City Court.

D. This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties, rules of conduct and compensation during the term of this Agreement.

AGREEMENT

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

1. Term. This Agreement shall be effective on August 14, 2026 (the "Effective Date") and shall remain in full force and effect through August 13, 2028 (the 'Term") unless sooner terminated for cause as set forth in Section 5 below. After commencing his official duties, and thereafter during the Term of this Agreement, Employee shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than the position of Presiding Judge unless authorized to do so by the City Council, in writing, prior to Employee engaging in such other activity; provided, however, that any such additional duties shall be conducted outside of regular work hours or on Employee's vacation time and without the use of City resources or equipment.

2. Compensation.

2.1 Base Salary. Employee shall be paid $296,882.88 annually (in 26 equal installments, paid every two weeks) as base salary (the "Base Salary") for each 12-month period between August 14, 2026, and August 13, 2028 unless increased pursuant to this Subsection. In the event that the City's FY 2027-2028 annual budget includes a cost-of-living increase for all unrepresented employees (a "COLA"), the Employee shall be entitled to an increase in Base Salary equal to the percentage of the COLA, beginning with the first pay period of FY 2027-2028. Employee expressly agrees and understands that no adjustment to his Base Salary shall occur relative to any merit increases provided to City employees as part of the FY 2027-2028 annual budget.

2.2 Deferred Compensation. In addition to any amounts contributed by Employee, for each 12-month period between August 14, 2026, and August 13, 2028, the City shall contribute on Employee's behalf into an IRS 457 or 401(a) account, whichever Employee directs, an amount equal to ten percent (10%) of Employee's annual Base Salary. Such contributions shall be in 26 equal bi-monthly installments. Any catch-up amounts permitted by the plan shall be made separately by Employee. The City further agrees to transfer ownership of Employee's 457 or 401(a) plan account to any succeeding employer in the event of Employee's termination from the City, for any reason.

2.3 Employee Benefits. Employee shall accrue and exercise benefits at the rate of management level employee (e.g. Department Directors, Deputy City Managers, and Assistant City Managers) as provided by the City of Avondale Chapter Policies and Administrative Policies.

2.4 Cellular Telephone Stipend. The City shall pay Employee a monthly cell phone stipend consistent with other management level employees of the City and according to the current City of Avondale Chapter Policies and Administrative Policies (e.g. Level 2 as outlined in Administrative Policy – Cellular Telephone Stipend).

2.5. Vehicle Allowance. Employee shall receive an automobile allowance in the amount equal to three thousand six hundred dollars ($3,600) per year earned and payable in 26 equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

2.6 Reduction in Benefits. The salary and benefits provided to Employee under this Agreement shall not be reduced or eliminated unless the City Council reduces such benefits for all employees of the City.

3. Duties. Employee shall perform the duties of Presiding Judge pursuant to all laws, ordinances, and rules of the State of Arizona, the City of Avondale and the Arizona Supreme Court. Without limiting the generality of the foregoing sentence, Employee shall be responsible for carrying out the duties and obligations set forth in Chapter 5 of the City Code and Article XI of the City Charter.

3.1 Work Hours. Employee shall maintain reasonable work hours Monday through Thursday except for legal holidays, and shall be available as necessary on Fridays, weekends and legal holidays to conduct initial appearances as required by law; provided, all time worked during a calendar week shall not be less than 40 hours, including any leave taken or holidays occurring during such time period. In the event the City changes its current days of operation from Monday – Thursday to any other schedule, Employee shall adjust his work hours accordingly to ensure he is available on all days when the City Court is open for business.

3.2 Case Adjudication. Employee shall preside as Judge over all assigned court calendar dockets in a timely fashion and shall, if necessary secure the services of Judges Pro Tem or hearing officers to facilitate the timely adjudication of cases in the City Court.

3.3 Judicial Conduct. Employee shall, at all times during the term of this Agreement, ensure that his conduct as Presiding Judge does not violate Arizona Supreme Court Administrative Order No. 93-30 (as amended by Order No. 96-25) and any other applicable order, the Code of Judicial Conduct, Rule 45 of Rules of the Arizona Supreme Court and any other rule or law governing the conduct of judges.

3.4 Court Administration. Employee shall, through the Court Administrator, act as the Chief Administrative Officer over the City Court and shall abide by the rules and regulations of the City set forth in the City of Avondale Chapter Policies and Administrative Policies. Employee shall, through the Court Administrator, be responsible for administering the budget of the City Court and for preparing and submitting for approval an annual budget in accordance with established City procedures.

3.5 Community Interaction. In addition to his duties as set forth above, Employee (A) shall participate in the Court component of the City's Citizens Academy, (B) should conduct outreach to high schools in the corporate limits of the City to assist with criminal law and justice studies courses and (C) may participate in such local charitable or civic organizations as Employee determines appropriate.

4. Performance Evaluation. The City Council may review and evaluate Employee's performance annually and shall review and evaluate Employee's performance as far in advance of the expiration of this Agreement as practicable following review by the City's Judicial Advisory Board as set forth in Chapter 5, Article II of the City Code. Employee's review and evaluation by the City Council shall be based upon (i) success at fulfilling the reasonably achievable goals and performance objectives for City Court efficiency set forth by the City Council in its annual goal-setting retreat, (ii) personnel management, including overall management style and ability to lead, supervise and direct City Court staff, (iii) professionalism, including manner of addressing members of the public who appear in the City Court and (iv) the Judicial Advisory Board's recommendation.

5. Termination. During the term of this Agreement, Employee may be removed from office by the City Council for cause, including violation of this Agreement. Notice of removal of office shall be delivered in writing to Employee, and Employee shall have the right to request a hearing before the City Council. Employee may terminate this Agreement and resign his

appointment as Presiding Judge upon 30 days' written notice to the Mayor and City Manager.

6. Professional Development.

6.1 Professional Associations. The City agrees to budget for and to pay for Employee's expenses of professional and official travel, meetings, and occasions as necessary to continue his professional development and to adequately pursue necessary official functions for the City Court.

6.2 Continuing Education. The City also agrees to budget for and to pay for Employee's expenses for continuing education courses, institutes and seminars necessary for his professional development as a judge and for the good of the City Court.

7. General Expenses. The City recognizes that certain expenses of a non-personal and generally job-affiliated nature may be periodically incurred by Employee. The City (i) agrees to reimburse or to pay said general expenses and (ii) authorizes the City Manager or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Mayor Mike Pineda
If to Employee:	To the then-current address on file with the City's Human Resources Department.

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

10. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Employee of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

11. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

12. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. Time of the Essence. Time is of the essence in this Agreement.

14. Assignment. This Agreement may not be assigned, in whole or in part.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

16. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Employee unless and until it has been executed by Employee or his authorized representative.

17. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

18. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

19. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not

unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

20. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

21. Counsel Assistance; Fair Interpretation.

21.1 Counsel for Employee. Employee has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation.

21.2 Counsel for City. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

21.3 Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

22. Records and Audit Rights. To ensure that Employee is complying with the warranty under Section 23 below, Employee's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Employee's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Employee's compliance with the Arizona employer sanctions laws referenced in Section 23 below. To the extent necessary for the City to audit Records as set forth in this Section, Employee hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the Effective Date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Employee pursuant to this Agreement. Employee shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Employee reasonable advance notice of intended audits.

23. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Employee warrants compliance with all federal immigration laws and regulations that relate to City Court employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Employee's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

EMPLOYEE:	**CITY:**
	CITY OF AVONDALE, an Arizona municipal corporation
Craig L. Jennings	Mike Pineda, Mayor
APPROVED AS TO FORM	ATTEST:
Nicholle Harris, City Attorney	Marcella Sarmiento, City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

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

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources Director

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

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

STRATEGIC PLAN:
n/a

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

BACKGROUND:
As required by the Employment Agreement, the City Manager's annual evaluation was held in an Executive Session with the City Council on June 15, 2026.

DISCUSSION:
The purpose of this agenda item is to approve a Professional Services and Employment Agreement with City Manager, Ron Corbin.

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

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

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

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RON CORBIN

THIS PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 6, 2026 (the "Effective Date"), by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city ("City" or "Employer") and Ron Corbin ("Employee").

RECITALS

A. Employee serves as the city manager for the City (the "City Manager") and desires to continue his employment.

B. As part of the 2026 annual performance review, the Mayor and Council of the City of Avondale (the "City Council") desire to provide Employee with certain compensation and benefits, and to establish certain conditions of employment.

C. The City Council and Employee desire to enter into this Agreement on the terms and conditions set forth herein.

AGREEMENT

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

1. Employment and Duties.

1.1 City agrees to employ Employee as City Manager to perform the functions and duties specified in Article III, Section 3 of the City Charter and such other provisions of the City Charter and City Code assigned to the City Manager and to perform other legally permissible and proper duties and functions as directed by the City Council.

1.2 Employee shall perform his duties to the best of his ability and for the benefit of the City, in accordance with the highest professional and ethical standards of the profession. The parties acknowledge that Employee is a member of the International City/County Management Association (ICMA), and Employee agrees that he is subject to the ICMA Code of Ethics.

1.3. Employee acknowledges that the City Manager position is exempt for the City's merit system of competitive appointment and promotion as established by the Charter and the City Code. Employee understands, acknowledges, and agrees that Employee is subject to the

City of Avondale Chapter Policies and Administrative Policies, unless the provisions of this Agreement specifically provide otherwise.

1.4 Employee agrees to comply with all applicable laws, ordinances, regulations, rules, and statutes of all federal, state, and local government entities (and any agencies, departments, and political subdivisions thereof). Employee agrees to comply with all City policies and regulations, including, but not limited to, those set forth in the City of Avondale Chapter Policies and Administrative Policies and any subsequent amendments or additions thereto. In the event of any conflict between those policies and regulations and this Agreement, the terms of this Agreement shall govern.

1.5 Employee shall devote his working day to the business of the City, it being recognized and agreed that the position of City Manager is full-time and that he will hold no other positions for monetary gain, excluding occasional teaching, serving as an adjunct faculty member at a college or university, writing, presenting at professional seminars, conferences or other meetings, without approval of the City Council. Notwithstanding the full-time nature of Employee's duties, he shall conduct his work hours as an executive employee, thereby giving Employee the discretion as to his actual time and place of work which may include working after regular work hours and on holidays, provided that it is understood that Employee is generally expected to be present at City offices during the days (currently Monday through Thursday 7:00 a.m. to 6:00 p.m.) and office hours generally consistent with director-level employees.

2. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either the City or Employee, as set forth below.

3. Termination. The City may terminate this Agreement by an affirmative vote of the majority of the full Council at a City Council meeting, with or without cause at any time, subject only to the severance provisions set forth below.

3.1 Termination Without Severance. If the City Council terminates this Agreement with cause, no severance pay will be paid to Employee. For the purposes of this Agreement, the commission of any of the following acts by Employee in the position as City Manager shall constitute a with cause basis to terminate this Agreement without any severance pay to Employee: (a) failure to fulfill the City Manager duties as required in this Agreement; (b) impairment from excessive use of alcoholic beverages, marijuana, use of drugs, hallucinogens or other substances regulated by Title 13 Arizona Revised Statutes; (c) committing an act of insubordination by refusing to take a legal, ethical, and valid action that is clearly within the scope of employment when specifically directed to do so by a majority of the City Council; (d) being incarcerated and/or charged with a felony as defined in Arizona Revised Statutes; (e) any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City; and (f) conscious misrepresentation of material facts to the Council or other City officials in the conduct of the City's business; or knowingly falsifying records or documents related to the City's activities.

3.2 Termination With Severance. In the event Employee is terminated by the City Council without cause and during such time as Employee is willing and able to fulfill the duties of the position under this Agreement, the City agrees: to pay Employee a lump sum payment (or, at the City's option, in installments) in cash equal to six (6) months of Employee’s base salary

at the time of ter mination; and to provide health insurance benefits to Employee and any of his covered dependents for six (6) months from date of termination (the "Severance Pay"). Prior to receipt of any Severance Pay set forth herein, Employee shall execute a waiver and release of claims in a form satisfactory to the City Attorney. This severance benefit shall not be considered wages under the Arizona Wage Statute, Ariz. Rev. Stat. § 23-350, *et seq*., and Employee hereby waives the treble damage provision of Ariz. Rev. Stat. § 23-355 if there are any disputes regarding the payment of Severance Pay.

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

4. Disability. If Employee is unable to perform the essential functions of his position, either with or without reasonable accommodations, for a period of twelve (12) consecutive weeks, plus any remaining accrued but unused leave, due to his own physical or mental health, the City shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay as set forth in, and subject to the conditions of, Section 3.2 above.

5. Compensation.

5.1 The City agrees to pay Employee a base annual salary of $356,161.00 for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid. Employee will be entitled to any cost of living or market adjustments approved by the City Council and applicable to employees of the City, without amendment to this Agreement. The Employee pay rate set forth in this Agreement is effective as of June 22, 2026.

5.2 Disability, Health, and Life Insurance. The City agrees to provide life, accident, sickness, short and long-term disability income benefits, comprehensive medical insurance, workers compensation, and FMLA benefits in the same manner and at the same benefit level as is generally provided to eligible City employees.

5.3 Retirement and Deferred Compensation.

A. Arizona State Retirement System ("ASRS"). During the life of this Agreement, the City agrees to make all matching contributions to ASRS as required by Arizona State Law.

B. Deferred Compensation. In addition to contributions pursuant to Section 5.3(A), the City agrees to contribute on behalf of the Employee into the City's deferred compensation Section 457 and Section 401(a) account (the "Plan"), as Employee directs, an amount equal to ten percent (10%) of base annual salary pursuant to Section 5.1 (the "Contributions"). The Contributions shall be paid based on 26 pay periods in a fiscal year and on the City's regular paydays as set out in the City of Avondale Payroll Calendar. Employee will determine the exact amount from the City's Contribution to be deposited into either the Section 457 or the Section 401(a) accounts. Employee shall be responsible for completing all required forms to permit the payment of deferred compensation amounts. Failure to complete such forms by Employee shall be deemed a waiver by Employee of this section. The Plan and the Contributions will conform to all applicable state and federal

regulations, including but not limited to those issued by the Internal Revenue Service and the Internal Revenue Code. Employee is responsible for any tax consequences related to the City's Contributions.

5.4 Cellphone Stipend. The City shall pay Employee a cellphone stipend, in an amount equal to one thousand two hundred dollars ($1,200.00) per year, earned and payable in 26 equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

5.5 Vehicle Allowance. The City shall pay Employee a vehicle allowance in the amount equal to seven thousand two hundred dollars ($7,200.00) per year, earned and payable in 26 equal installments on the City's regular paydays as set forth in the City of Avondale Payroll Calendar.

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

6. Performance Evaluation. Prior to June 30 of each year, the Council shall provide Employee with an annual performance review using an evaluation form and criteria that is acceptable to the Council. The performance review will include an opportunity for Employee to meet and discuss the review and shall also include a Council review of the Employee's compensation, which includes salary and benefits. It is understood and agreed that the award of any increase in Employee's compensation or benefits, including Employee pay raise(s) shall be at the sole and exclusive discretion of the Council.

7. Professional Development.

7.1 Professional Associations. The City agrees to budget and pay Employee's travel, conference registration and subsistence expenses for professional and official travel, meetings, and related occasions adequate to continue his professional development, maintenance of Credentialed City Manager status, and pursuit of necessary official and other functions on behalf of the City, which may include the annual conferences of the International and Arizona City/County Management Associations, the Arizona League of Cities and Towns, and such other national, regional, state and local government groups and committees thereof for which Employee serves as a member. This benefit shall not be included as a portion of the Severance Pay under Section 3 of this Agreement.

7.2 Continuing Education. In accordance with the City of Avondale Chapter Policies and Administrative Policies, tuition will be reimbursed to Employee for professional and technical courses taken in an accredited educational institution provided that the subject matter of the courses relate directly to and contribute toward the City Manager position with the City. The total amount of reimbursement in a full calendar year shall not exceed five thousand dollars ($5,000.00) and shall be taxable to Employee in accordance with the United States Internal Revenue Code.

7.3 Dues and Subscriptions. The City agrees to budget for and to pay for Employee's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local professional associations and organizations, and chapters thereof, of which he is expected to be a member because of his position as City Manager; and for other suitable and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate. This benefit shall not be included as a portion of the Severance Pay under Section 3 above.

8. Indemnification. In addition to that required under state and local law, the City shall defend, hold harmless, and indemnify Employee from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as prescribed by the Charter, City Code, policies and procedures or separate directions of the City Council. Employee recognizes that the City shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation after the termination or expiration of this Agreement, as a party, witness or advisor to the City, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

9. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

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

If to the City:
City of Avondale
11490 W. Civic Center Drive
Avondale, AZ 85323
Attn: Mayor

With a copy to:
City of Avondale
City Attorney Office
11490 W. Civic Center Drive
Avondale, AZ 85323
Attn: Nicholle Harris

If to Employee: To the then current address on file with the City's Human Resources Department

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

11. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Employee of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

12. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

13. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

14. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15. Assignment. This Agreement may not be assigned, in whole or in part.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, including but not limited to the Employment Agreement, are hereby superseded and merged herein.

17. Amendment. The parties may amend any provision of this Agreement during the life of the agreement. Such amendment shall be incorporated and made a part of this Agreement and will be effective only if it is in a writing that (a) is signed by both parties; (b) has been approved by the City Council; (c) specifically references this Agreement.

18. Governing Law. This Agreement is entered into in Arizona and shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona.

19. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

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

21. Conflict of Interest. This Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511. In addition, Employee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services of Employee.

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

"Employee"

Ron Corbin

"City"

CITY OF AVONDALE, an Arizona municipal corporation

Mike Pineda, Mayor

ATTEST:

Marcella Carrillo, City Clerk

Approved as to Form:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

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

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Ted Flores, Human Services Director

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

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

STRATEGIC PLAN:
n/a

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

BACKGROUND:
On June 15, 2026, the City Council met in Executive Session to conduct an evaluation of the City Auditor's performance.

DISCUSSION:
The purpose of this agenda item is to approve a Professional Services and Employment Agreement with the City Auditor, Barbara Coppage.

BUDGET IMPACT:
The compensation increase is included in the FY27 adopted budget.

RECOMMENDATION:
Staff is requesting approval of a Professional Services and Employment Agreement with Barbara Coppage.

Contact person for document distribution: *Nicholle Harris, Ted Flores, Renee Weatherless*

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BARBARA COPPAGE

THIS PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 6, 2026 (the "Effective Date"), by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city ("City" or "Employer") and Barbara Coppage ("Employee").

RECITALS

A. Employee serves as the city auditor for the City (the "City Auditor") and desires to continue her employment.

B. As part of the 2026 annual performance review, the Mayor and Council of the City of Avondale (the "City Council") desire to provide Employee with certain compensation and benefits, and to establish certain conditions of employment.

C. The City Council and Employee desire to enter into this Agreement on the terms and conditions set forth herein.

AGREEMENT

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

1. Employee will perform all duties of the position of City Auditor for the City as set forth in the Avondale City Code, using reasonable care, diligence, skill, and expertise to fulfill Employee's role as City Auditor.

2. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either the City or Employee.

3. The City agrees to pay Employee a base annual salary of $177,771.56 for services rendered pursuant to this Agreement, payable in installments at the same time as other employees of the City are paid. The Employee pay rate set forth herein is effective as of June 22, 2026.

4. Employee will be entitled to any cost of living or market adjustments approved by the City Council and applicable to employees without amendment to this Agreement.

5. Employee will receive all benefits on the same basis as non-represented City assistant department director level employees in accordance with the City of Avondale Chapter Policies and Administrative Policies.

6. The City shall pay Employee a $100.00 monthly cell phone stipend, in accordance with the current City of Avondale Chapter Policies and Administrative Policies.

7. Prior to June 30 of each year, the City Council will formally evaluate and review the performance of Employee, defining such goals and performance objectives as deemed necessary. The annual performance review will include an opportunity for Employee to meet and discuss the review and shall include a Council review of the Employee's compensation, which includes salary and benefits. It is understood that the award of any increase in Employee's compensation or benefits, including Employee pay raise(s) shall be at the sole and exclusive discretion of the City Council.

8. Employee acknowledges that the City Auditor serves at the pleasure of the City Council and is exempt for the City's merit system of competitive appointment and promotion as established by the Avondale City Code. Employee understands, acknowledges, and agrees that Employee is subject to the City of Avondale Chapter Policies and Administrative Policies, unless the provisions of this Agreement specifically provide otherwise.

9. Employee agrees to comply with all applicable laws, ordinances, regulations, rules, and statutes of all federal, state, and local government entities (and any agencies, departments, and political subdivisions thereof). Employee agrees to comply with all City policies and regulations, including, but not limited to, those set forth in the City of Avondale Chapter Policies and Administrative Policies and any subsequent amendments or additions thereto. In the event of any conflict between those policies and regulations and this Agreement, the terms of this Agreement shall govern.

10. The Parties understand and agree that Employee serves at the pleasure of the City Council and that either party may terminate this Agreement at any time and for any reason upon 30 day written notice delivered in person or by mail to:

Mayor, City of Avondale 11490 W. Civic Center Drive Avondale, Arizona 85323	Barbara Coppage To the then address on file with the City's HR Department

Notice under this section is for the benefit of the City and can be waived, in whole or in part, by the City. Upon notice of termination under this section, the Parties will agree upon an appropriate transition plan.

11. To the extent permitted by law, City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors or other omissions in legal proceedings brought against Employee in the Employee's official capacity; or individually as long as the action is determined to be within the scope of employment. Should any acts, errors, or other alleged omissions be determined to be outside the scope of employment, the City may elect not to defend, hold harmless or indemnify.

12. This Agreement constitutes the entire agreement between parties, and both parties acknowledge that there are no other agreements, oral or otherwise. This Agreement cannot be amended or modified without the written concurrence of both parties, except as specifically set

forth herein.

13. This Agreement will be interpreted in accordance with the law of the State of Arizona. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected, and City and Employee will enter into negotiations to correct the Agreement's defect in order to assure the intent of the Agreement is carried out to the fullest extent possible.

14. Each Party has had opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement may not be construed against or in favor of either party.

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

"Employee"

Barbara Coppage

"City"
CITY OF AVONDALE, an Arizona municipal corporation

Mike Pineda, Mayor

ATTEST:

Marcella Carrillo, City Clerk

Approved as to Form:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

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

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources Director

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

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

STRATEGIC PLAN:
n/a

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

BACKGROUND:
As required by the Employment Agreement, the City Attorney's annual evaluation was held in an Executive Session with the City Council on May 18, 2026.

DISCUSSION:
The purpose of this agenda item is to approve a Professional Services and Employment Agreement with City Attorney, Nicholle Harris.

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

RECOMMENDATION:
Staff recommends City Council approve a Professional Services and Employment Agreement with Nicholle Harris as the City Attorney for the City of Avondale, Arizona.

Contact person for document distribution: *Nicholle Harris; Ted Flores; Renee Weatherless*

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NICHOLLE HARRIS

THIS PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 6, 2026 (the "Effective Date"), by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city ("City" or "Employer") and Nicholle Harris ("Employee").

RECITALS

A. Employee serves as city attorney for the City ("the "City Attorney") and desires to continue her employment.

B. As part of the 2026 annual performance review, the Mayor and Council of the City of Avondale (the "City Council") desire to provide Employee with certain compensation and benefits, and to establish certain conditions of employment for Employee.

C. The City Council and the Employee desire to enter into this Agreement on the terms and conditions set forth herein.

AGREEMENT

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

1. Duties and Authority. City agrees to employ Employee as City Attorney to perform the functions and duties specified in Article IV, Section 4 of the City Charter and such other provisions of the City Charter and City Code assigned to the City Attorney and to perform other legally permissible and proper duties and functions as directed by the City Council.

2. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either the City or Employee as set forth below.

2.1 Termination for Cause. The City Council shall have the right to terminate this Agreement immediately for "Cause" and consequently the Employee shall not be entitled to severance compensation. "Cause" for purposes of this Agreement, shall mean: (i) conviction of, plea of nolo contendere, or plea of guilty to a felony; (ii) conviction of, plea of nolo contendere, or plea of guilty to any illegal act involving moral turpitude or personal gain; or (iii) disciplinary action by the Supreme Court of Arizona resulting in Employee's suspension or removal from the practice of law.

2.2 Termination Without Cause and Severance Pay. The City Attorney serves at the will of the City Council, and therefore, the City Council shall have the right to terminate this Agreement at any time without Cause, subject only to the severance pay provisions of this section. Termination without Cause by the City includes the Employee resigning in lieu of termination. This means that, except for removal of the Employee for Cause pursuant to Section 2.1 of this Agreement, upon termination of this Agreement by the City, the Employee shall receive ten (10) months of severance pay to be computed at Employee's then current rate of pay, as of the date of termination by the City. Employee shall also be compensated for all accrued sick leave and vacation leave at the current rate of pay for Employee. In exchange for payment of the severance pay, the Employee agrees to enter into an Agreement for the waiver and release of claims and all other rights with respect to termination to the extent permitted by law ("Severance Agreement"). For each year of service attained by Employee after July 1, 2026, said ten (10) month severance pay shall be extended by one (1) month, up to a total severance pay of up to twelve (12) months. All severance pay amounts under this Agreement shall be paid within fourteen (14) calendar days after the date that Employee signs the Severance Agreement.

2.3 Voluntary Resignation. In the event Employee voluntarily resigns her position with the City, the Employee shall provide a minimum of thirty (30) days' notice unless the City and the Employee agree otherwise. If the Employee voluntarily resigns her employment, she shall be compensated for one hundred percent (100%) of her accrued vacation leave and fifty percent (50%) of her accrued sick leave at the Employee's then current rate of pay. Employee shall not be entitled to severance pay upon voluntary resignation, except for resignation in lieu of termination without Cause.

3. Compensation.

3.1 Base Salary. The City will compensate Employee for her services as City Attorney at an annual base salary in the amount of two hundred ninety-four thousand, one hundred thirty-one dollars and ninety-two cents ($294,131.92) (the "Base Salary") as may be adjusted from time to time in accordance with Section 3.2 below, or as may be amended by this Agreement. The Base Salary will be payable in accordance with the standard payroll procedures of the City. The Employee pay rate set forth in this Agreement is effective as of June 22, 2026.

3.2 Cost of Living/Market Adjustments. Employee will be entitled to any cost of living or market adjustments approved by the City Council and applicable to employees of the City, without amendment to this Agreement.

4. Benefits.

4.1 General. Except as provided otherwise herein this Agreement, Employee shall receive all other benefits as are generally available to employees of the City, as provided by the applicable City of Avondale Chapter and Administrative Policies. Except as otherwise provided herein, all actions undertaken by the City relating to benefits for management level employees of the City, shall be considered actions affecting the same benefits applicable to the position of City Attorney.

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

4.3 Sick Leave. The Employee shall accrue sick leave at the rate provided to any other City management level employee as provided by the City of Avondale Chapter and Administrative Policies.

4.4 Cell Phone Stipend. Employee shall receive a cell phone stipend in an amount equal to one thousand two hundred dollars ($1,200.00) per year earned and payable in twenty-six (26) equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

4.5 Vehicle Allowance. Employee shall receive an automobile allowance in the amount equal to six thousand dollars ($6,000.00) per year earned and payable in twenty-six (26) equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

4.6 Reduction in Benefits. The Base Salary and benefits provided to Employee under this Agreement shall not be reduced or eliminated unless the City Council reduces such benefits for all employees of the City.

4.7 Deferred Compensation. The City agrees to contribute on behalf of the Employee into the City's deferred compensation plan which consists of a Section 457(b) account and a Section 401(a) account pursuant to the Internal Revenue Code of 1986, as amended (the "Plan) in accordance with this Section 4.7 The City will contribute on behalf of the Employee into the Plan's 457(b) or 401(a) account, whichever Employee directs, an amount equal to eleven percent (11%) of Employee's annual Base Salary pursuant to Section 3 above, as it may be adjusted from time to time (the "Contributions"). The Contributions shall be made throughout the fiscal year in twenty-six (26) equal payments and Employee must be employed on the payday on which the Contribution is made to be entitled to the Contribution.

5. Professional Development; Continuing Legal Education; Professional Associations. Notwithstanding anything to the contrary in the City of Avondale Chapter and Administrative Policies, the City shall provide Employee an allowance of up to ten thousand dollars ($10,000.00) per calendar year after the Effective Date of this Agreement, to be used in the Employee's sole discretion, for Employee to obtain additional education, trainings, certifications, and/or professional development. In addition, the City shall provide leave time and an expense allowance to allow Employee to attend meetings and conferences, such as the Arizona City Attorney's Association and the International Municipal Lawyer's Association, together with funding to meet the Continuing Legal Education requirements for lawyers in the state of Arizona as established by the Arizona Supreme Court. City shall pay for or otherwise reimburse Employee for any costs related to maintaining the annual dues imposed by the State Bar of Arizona to permit

Employee to engage in the practice of law in this state. City acknowledges that the allowance and professional development benefits provided in this section are separate from the City's Tuition Reimbursement Program and that Chapter 14 and any related policies of the City of Avondale Chapter and Administrative Policies do not apply to Employee's use of such allowance or benefits.

6. Outside Board Service. Notwithstanding anything to the contrary in the City of Avondale Chapter and Administrative Policies, Employee may serve as a member of the board of directors or advisory board of any outside organization in a non-legal capacity, paid or unpaid, to the extent that such service does not interfere with Employee's performance of her duties and responsibilities to the City and such service does not create a conflict of interest. The City acknowledges that Chapter 8 and any related policies of the City of Avondale Chapter and Administrative Policies do not apply to Employee's outside board service, nor shall Employee be required to complete the Secondary Work Employment form or receive City or City Council approval before commencing board service.

7. Notices.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Council
City of Avondale, Arizona
11490 West Civic Center Drive
Avondale, AZ 85323
Attn. Mayor

TO EMPLOYEE: To the then current address on file with the City's Human Resources Department.

8. Indemnification. In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as prescribed by the City Charter, City Code, City Policies and Procedures, or separate actions of the City Council. Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation after the termination or expiration of this Agreement, as a party, witness or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

9. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. Assignment. This Agreement may not be assigned, in whole or in part by either the City or Employee.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, including but not limited to the Employment Agreement, are hereby superseded by this Agreement.

12. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Employee unless and until it has been executed by Employee.

13. Governing Law and Attorneys' Fees. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In the event that either party finds it necessary to bring any action at law or other proceeding to enforce the terms, covenants, or conditions hereof, or by reason of any breach or default hereunder, the prevailing party shall be entitled to payment of all reasonable costs and attorneys' fees from the other party.

14. Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

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

16. Conflicts of Interest. This Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

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

"CITY" **"EMPLOYEE"**

Mike Pineda, Mayor Nicholle Harris

APPROVED AS TO FORM

Pierce Coleman PLLC, Special Legal Counsel

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Fiscal Year 2027 Utility Assistance Agreement with Arizona Community Action Association dba Wildfire

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director

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

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

STRATEGIC PLAN:

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

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

The approval of this agenda item will support Community Well-Being by providing utility assistance services that help eligible households maintain access to essential utility services, reduce the risk of utility disconnection, and promote housing stability for vulnerable residents.

PURPOSE:

City Council will consider a request to approve an Independent Contractor Agreement with Arizona Community Action Association dba Wildfire to administer utility assistance programs and accept grant funding in an amount not to exceed $73,509 for the period of July 1, 2026 through June 30, 2027 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Arizona Community Action Association, doing business as Wildfire, is a statewide nonprofit organization that promotes economic self-sufficiency for low-income Arizonans and administers utility assistance programs through the Home Energy Assistance Fund (HEAF). These programs provide financial assistance to eligible households to help prevent utility disconnections and maintain access to essential utility services. The Arizona Complete Health Avondale Resource Center serves as a one-stop hub for health and human services and provides utility assistance services to eligible households through partnerships with community organizations and funding agencies. Through these services, residents are connected to resources that help address immediate financial hardships and support household stability.

DISCUSSION:
Under the proposed agreement, the City of Avondale will administer utility assistance programs on behalf of Wildfire by conducting application intake, determining eligibility, and providing utility assistance in accordance with program requirements. The agreement provides a total allocation of $73,509 for the period of July 1, 2026, through June 30, 2027. Funding includes Arizona Public Service (APS) Crisis Bill Assistance, Salt River Project (SRP) Bill Assistance, and Southwest Gas Energy Share Bill Assistance programs. Funds will be used to provide direct utility assistance to eligible households and support program delivery activities.

Approval of this agreement will allow the City to continue providing utility assistance services that help residents maintain access to essential utility services, reduce the risk of utility disconnection, and support housing stability for vulnerable households within the community.

BUDGET IMPACT:
Approval of this item will provide funding up to $73,509 under the Wildfire Utility Assistance Agreement. This is a reimbursement agreement. Grant appropriations are included in the FY2027 adopted budget.

RECOMMENDATION:
Staff recommends that the City Council approve the execution of an agreement with Arizona Community Action Association, dba Wildfire, and acceptance of funding in an amount not to exceed $73,509 for utility assistance programs. Staff further recommends authorizing the Mayor, City Manager, City Attorney and City Clerk to execute all necessary documents.

Contact person for document distribution: *Jerie Guajardo*

wildfire
Igniting Community Action to End Poverty in Arizona

INDEPENDENT CONTRACTOR AGREEMENT

2026-27 Utility Assistance Programs
Contract No. 07012026-27

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Avondale (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire"), together referred to as the Parties, ("Parties").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2. Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

1.2 Fund Sources

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
APS Crisis Bill Assistance -- CY26	$7,801.60	$1,950.40	$9,752.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY26 allocation must be expended by 12/31/2026
APS Crisis Bill Assistance -- CY27	$5,149.60	$1,287.40	$6,437.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY27 allocation must be expended between 01/01/2027 and 06/30/2027
Global Water Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Global Water Bill Assistance Program Summary
Salt River Project (SRP) Bill Assistance	$41,991.67	$8,398.33	$50,390.00	Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share Bill Assistance	$6,300.00	$630.00	$6,930.00	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary
Southwest Energy Share Repair/Replace	$0.00	$0.00	$0.00	Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary
Southwest Gas Low Income Energy Conservation (LIEC) -- CY26	$0.00	$0.00	$0.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY26 allocation must be expended by 12/31/2026
Southwest Gas Low Income Energy Conservation (LIEC) -- CY27	$0.00	$0.00	$0.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY27 allocation must be expended between 01/01/2027 and 06/30/2027

1.2 Fund Sources (Continued)

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
TEP Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: TEP Bill Assistance Program Summary
Utility Repair Replacement Deposit (URRD)	$0.00	$0.00	$0.00	Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status.
If allocated on this line, 20% of the URRD total above is available for HVAC Pilot Program	$0.00	$0.00	$0.00	Refer to Exhibit A: URRD Program Summary
Unisource Electric Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary
Warm Spirit Electric - Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Warm Spirit Program Summary
Warm Spirit Gas - Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Warm Spirit Program Summary
Heat Relief Initiative -- Replacement	$0.00	$0.00	$0.00	Refer to Exhibit A: Heat Relief Initiative Program Summary
Heat Relief Initiative -- Repair Only	$0.00	$0.00	$0.00	Refer to Exhibit A: Heat Relief Initiative Program Summary

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between the summaries reflected in this Section and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will begin on the later of full execution of this Agreement or **July 1, 2026** (the "Effective Date") and end on **June 30, 2027**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire will be obligated to provide funding to Contractor for services rendered according to the terms of this contract up to the date of termination. Wildfire will not be obligated to provide funding to Contractor for any services performed after the date of termination. The remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by ***Section 4.*** After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda.

Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. To the extent permitted by law, Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.
- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
    - *a) Commercial General Liability – Occurrence Form*
        - General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
        - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
    - *b) Automobile Liability*
        - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

            - Combined Single Limit (CSL) $ 1,000,000
            - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

    - *c) Worker's Compensation and Employers' Liability*
        - The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool

(SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

4. Compliance with Terms of Funding.

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Subject to the requirements of Arizona Public Records Law, Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the

"Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Email**. This Agreement may be executed in counterparts and delivered via email.

13. **Exhibits.**

Exhibits are accessible via the following hyperlinks and are hereby incorporated into the main agreement:

Exhibit A Home Energy Assistance Fund Policy Manual FY 2027

Exhibit B Federal Poverty Income Guidelines effective July 1, 2026 – June 30, 2027

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT
2026-27 Utility Assistance Programs
Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR **City of Avondale**	Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation
Signature: _____	Signature: _____
Name: _____	Name: Kelly McGowan
Title: _____	Title: Executive Director
Date: _____	Date: _____
Address: 11465 W Civic Center Dr Ste 280 Avondale, AZ 85323 **Email:** cjguajardo@avondaleaz.gov	**Address:** 340 E Palm Lane, Suite 315 Phoenix, AZ 85004 **Email:** kmcgowan@wildfireaz.org

CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1050-0726 - Intergovernmental Agreement for Participation in the West Valley Investigative Response Team (WVIRT)

MEETING DATE: 7/6/2026

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: **Innovative and Effective Government**

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

Innovative and Effective Government – Participation in this Intergovernmental Agreement (IGA) enables the Avondale Police Department to ensure critical incidents are investigated in a transparent, objective, and unbiased manner.

PURPOSE:

City Council will consider a request to adopt Resolution 1050-0726, approving the updated Intergovernmental Agreement with other police agencies to continue participating in the West Valley Investigative Response Team (WVIRT) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Police Department has been a member of the West Valley Investigative Response Team (WVIRT) since 2021. The primary mission of WVIRT is to provide a team of specialized detectives who can assist with the investigation, documentation, evidence collection, and other related functions associated with critical incidents, including officer-involved shootings, officer injuries, and other complex investigations.

Participation in WVIRT ensures that the Avondale Police Department does not investigate its own critical incidents, promoting transparency, accountability, and public trust within the community.

DISCUSSION:

Critical incident investigations are resource-intensive and often require significant personnel, time, and specialized expertise. These incidents are typically unplanned and can occur at any time. This agreement allows the Avondale Police Department to share the investigative workload and resources associated with

critical incidents with partnering police agencies, including the cities of Buckeye, El Mirage, Glendale, Goodyear, Peoria, and Surprise, as well as the Town of Wickenburg.

Participation in WVIRT helps ensure fair, objective, and unbiased investigations by assigning the investigation to an outside jurisdiction.

BUDGET IMPACT:

The budget impact associated with this agreement is limited to overtime costs incurred by detectives and support staff when responding to and investigating critical incidents for participating agencies. The costs associated with this IGA are covered within the existing Police Department's annual budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution, approving an Intergovernmental Agreement to continue participating in the West Valley Investigative Response Team and authorize the Mayor, or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution:

RESOLUTION NO. 1050-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE CITY OF AVONADLE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG RELATING TO THE PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM.

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 El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg relating to the participation in the West Valley Investigative Response Team ("WVIRT") (the "Agreement") is hereby approved substantially in the form 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, July 6, 2026.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1050-0726

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
WEST VALLEY INVESTIGATIVE RESPONSE TEAM

This Intergovernmental Agreement is entered into pursuant to A.R.S. § 11-951, *et seq*. and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team ("WVIRT"). Upon invitation by the chief law enforcement officers ("Chiefs") of the then-existing members, any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. § 11-951 *et seq.* The participating agencies shall be collectively referred to as "WVIRT Agencies" or "Parties".

I. PURPOSE

The purpose of this Agreement is to create a WVIRT. The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident or "Critical Incident Investigation", including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-951 *et seq.,* A.R.S. § 13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one (1) sworn law enforcement officer to represent that Party on the WVIRT ("WVIRT Member"). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties of the identity of the individual selected to represent that Party as a WVIRT Member and shall further immediately inform the other Parties if and when such designation changes. In the event a primary WVIRT Member is not available or as the situation dictates, a Party may provide officers

not designated as WVIRT Members in support of a WVIRT Activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as "WVIRT Team Leaders", subject to final approval of "Chiefs" of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT Members shall appoint a replacement subject to final approval of "Chiefs" of the WVIRT Agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the WVIRT. Team. Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT ("Requesting Party"). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party ("WVIRT Activation").

Upon contact, Team Leaders shall identify the Party that shall serve as the "Lead Investigator" for the "Critical Incident Investigation." The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the "Lead Agency" during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement 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; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which allege 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.

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, 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.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement 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.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. Notwithstanding the foregoing, each employee's home agency, meaning the Party by which the employee is regularly employed and compensated, shall be solely liable for payment of workers' compensation benefits arising from any injury sustained during WVIRT activations, training, meetings, or any other activity conducted pursuant to this Agreement. No Party shall seek contribution or reimbursement from any other Party for workers' compensation benefits paid to its own employees.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement 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.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. § 35-393 *et seq*., if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members 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.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 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 A.R.S. § 23-214(A).

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

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement 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 Agreement 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 A.R.S. § 23-214(A).

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

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT Team Leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on the _____ day of _____, 2026.

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Ron Corbin
City Manager

ATTEST:

_____
Marcella Sarmiento
City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris
City Attorney

Reviewed By:_____
Memo Espinoza
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Avondale

By: _____
Nicholle Harris
City Attorney

Date: _____

CITY COUNCIL REPORT

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1051-0726 - Amendment No. 6 to the Intergovernmental Agreement with Maricopa County Human Services Department - Community Action Program (CAP) Services

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Community Well-Being
Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being.

Avondale 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 approval of this agenda item will support Community Well-Being by continuing Community Action Program services that provide crisis intervention, housing and utility stabilization, program navigation, and resource referrals for low-income households, helping residents address immediate needs and move toward long-term economic stability and self-sufficiency.

PURPOSE:

City Council will consider a request to adopt Resolution 1051-0726, approving Amendment No. 6 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, for the provision of Community Action Program services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute all necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Action Program (CAP) has been providing assistance to the residents of Avondale since 1964. Services cater to individuals and/or families who require support for various reasons. Often, families living below the poverty line struggle to save money for unexpected crises. Consequently, they rely on assistance during significant household changes, including shifts in employment, medical emergencies, divorces, caring for elderly family members, or unexpected vehicle expenses.

The Community Action Program (CAP) offers assistance to individuals and/or families experiencing financial hardship by providing support for rental and utility assistance.

The specified service area covered by the contract encompasses Avondale, Goodyear and Litchfield Park, as well as unincorporated areas extending north to Glendale Avenue, and east/south to Laveen, excluding all other areas of Laveen. This particular area is referred to as the Central West CAP region in Maricopa County.

In FY25, the Avondale CAP office assisted a total of 822 households with rental and utility assistance. To date, in FY26, the Avondale CAP office provided a total of 346 households with rental and utility assistance.

DISCUSSION:
This Sixth Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department extends the agreement term through December 31, 2026, and provides $119,000 in funding for the administration of the Avondale Community Action Program (CAP). The funding is available as cost reimbursement to the City. The grant term begins July 1, 2026, through December 31, 2026. Because Maricopa County Human Services Department is currently renegotiating its agreement with the Arizona Department of Economic Security, the County is offering only a six-month extension at this time. This also provides the City with an opportunity to evaluate and negotiate service boundaries with the County.

BUDGET IMPACT:

The amendment provides $119,000 in funding from the Maricopa County Human Services Department for the administration of Community Action Program services during the period of July 1, 2026, through December 31, 2026. Funds will be utilized for personnel, employee-related expenses, professional and outside services, training, materials and supplies, and operating services. Maricopa County Human Services Department requires a minimum 25% match of the total award, equal to $29,750. The required match will be satisfied through existing budgeted personnel expenditures and staff time dedicated to the delivery and administration of Community Action Program services. Grant appropriations and the match are included in the FY2027 adopted budget.

RECOMMENDATION:
Staff recommends City Council adopt a resolution approving Amendment No. 6 to the Intergovernmental Agreement with the Maricopa County Human Services Department, extending the agreement term through December 31, 2026, and accepting $119,000 in funding for the administration of Community Action Program services. Staff further recommends authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute all necessary documents.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1051-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING TO OPERATE THE COMMUNITY ACTION PROGRAM

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

SECTION 1. Amendment No. 6 to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County, Arizona extending a grant award to operate the City's Community Action Program (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1051-0726

[Amendment]

See following pages.

AMENDMENT NO. 6 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), on or about July 21, 2022. The purpose of the Agreement is for the Subrecipient to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Avondale. The current Agreement term is July 1, 2025, through June 30, 2026.

The County provided the Subrecipient with $297,000 in Fiscal Year 2026 funding for CAP Services. Funding sources for the Agreement include but are not limited to funds made available to the County through an Intergovernmental Agreement (IGA) with Arizona Department of Economic Security (DES) under IGA DI25-002428/C-22-26-011-X-00. In amendment 4 the County provided $88,000 in funding through American Rescue Plan Act (ARPA) State and Local Fiscal Recovery funds (SLFRF) under (ALN) 21.027, funds to be fully expended by June 30, 2026, for administration of the Arizona Department of Housing Flex Funds program. The total Agreement funding is $385,000. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 6 to amend the Agreement as follows:

A. Extend the Agreement expiration date shown on page 1 of the Agreement from June 30, 2026, through December 31, 2026.

B. Revise Maricopa County Representative on Page 1 of the Agreement as follows:

Maricopa County Representative:
Chela Schuster, Assistant Director
Senior Services and Community Resilience Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-283-8981
chela.schuster@maricopa.gov

C. The County shall provide the Subrecipient with $119,000 in funding for the budget period of July 1,2026 through December 31, 2026 (Fiscal Year 2027).

a. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)
93.667 Social Services Block Grant (SSBG)
93.558 Temporary Assistance for Needy Families (TANF)

93.568 Low Income Home Energy Assistance Program (LIHEAP)
21.027 American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA-SLFRF)

b. The County may provide the Subrecipient with additional funding for the Agreement term, through an amendment to the Agreement, as outlined in Section 1 (GENERAL PROVISIONS) PARAGRAPH 4.0 (AMENDMENTS) of the Agreement, subject to County's receipt of funding.

c. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with FY2026 and FY2027 final expenditure dollar amounts made available under each federal award program, according to Assistance Listing Number (ALN), within 60 days after the applicable fiscal year end by formal amendment in accordance with Section 1 (General provisions), Paragraph 4.0 (Amendments) (https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii)).

d. In accordance with Section 4 (Budget and Compensation), subparagraph 1.1 of the Agreement, the Subrecipient is required to leverage a minimum 25% cash match of the total Agreement award to support administration and operating costs in the delivery of program services, which shall be identified in the Itemized Service Budget (ISB). Subrecipient shall provide County an ISB within 30 days of execution of the Agreement, subject to final approval by Human Services Department Assistant Director, identified on page 1 of the Agreement. The final approved budget for the first six months of Fiscal Year 2027 shall be incorporated into the Agreement by Addendum, as provided in the sample addendum attached.

D. Revise Section 1 (General provisions), Paragraph 5.0 (Termination) by adding subparagraph 5.6 to the Agreement as follows:

5.6 Upon termination or cancellation of this Agreement, all property, if any, shall be returned to or retained by the purchasing Party.

E. Revise Section 3 (Work Statement), by removing it in its entirety and replacing it with the following:

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Senior Services and Community Resilience Division (MCHSD/SSCRD) administers Community Action Program activities, the primary purpose of SSCRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

- 2.1.1 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.
- 2.1.2 Eligibility criteria for financial assistance funds are defined in the MCHSD/SSCRD Policy and Procedure Program Handbook.
- 2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics or another comparable platform.
- 2.1.4 MCHSD/SSCRD will make payments directly to vendors upon authorization by the County).
- 2.1.5 Available Financial Assistance Services shall include the following:
  - 2.1.5.1 Utility Assistance
    - 2.1.5.1.1 Utility payments and deposits for heating and cooling;
    - 2.1.5.1.2 Rental assistance where utility payment is included in rent.
  - 2.1.5.2 Rental Assistance
    - 2.1.5.2.1 Rental assistance to prevent eviction; and
    - 2.1.5.2.2 Move in assistance to include rental deposits and first month rent.
- 2.1.6 <u>MCHSD Crisis Financial Assistance Service Requirements:</u>
  - 2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients who apply in person with a paper application or need assistance applying online.
  - 2.1.6.2 On-site application process shall include the following:
    - 2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/SSCRD Policy and Procedure Program Handbook;

2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics or another comparable platform within 24 hours of receipt;

2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics SharePoint or another comparable platform;

2.1.6.2.5 Create an application in HSD Dynamics or another comparable platform, as well as the program application (s) which the client applied for;

2.1.6.2.6 Upload eligibility documents in HSD Dynamics or another comparable platform;

2.1.6.2.7 Research each household member to determine if they have received previous assistance; and

2.1.6.2.8 Research and enter vendor/provider information in Dynamics.

2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics client portal or another comparable platform per MCHSD/ SSCRD Policy and Procedure Handbook following the process outlined below:

2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialists;

2.1.6.3.2 Upload eligibility documents in HSD Dynamics or another comparable platform; and

2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;

2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics or another comparable platform, in addition to local/ grant financial assistance services;

2.1.6.3.5 Manage and monitor application queue in HSD Dynamics or another comparable platform based on program application submission date;

2.1.6.3.6 The Service Provider shall adhere to the queue mitigation protocols set forth in the Policy and Procedure Manual to maintain

wait times and queue volumes within the parameters defined therein.

2.1.6.3.7 All client communication must be documented as well as make relevant 'case notes' on the client's current application timeline in HSD Dynamics or another comparable platform.

2.1.6.3.8 Conduct quality assurance review and ensure quality controls on each program application case and subsequent completed service authorization (s); Subrecipient shall document site QA procedures and designate an owner of the QA process by role and name which must remain updated throughout the program year. Submit to MCHSD upon request.

2.1.6.3.9 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.

2.1.6.3.10 Subcontractor shall comply with the requirements of Arizona Confidentiality Program A.R.S.§41-161 and procedures outlined in the MCHSD-SSCRD Policy and Procedure Manual.

2.2 **Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application or another comparable platform application, and program application. Navigation is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal programs (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client, including LIHEAP application signature page.

2.2.1.1.3 Scanning and uploading required documents, as needed.

2.2.1.1.4 Provide paper applications to clients, upon request. Enter and upload required documentation into the DES portal on the Client's behalf.

2.2.1.1.5 Upon request, provide assistance in completing the ID.me identity verification

process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).

2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to a Life Threatening Crisis Assistance Application.

2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.1.8 All LIHEAP Navigations that are completed must be documented in HSD Dynamics or another comparable platform. A case note must be made on the utility program application timeline and monitory navigations fields must be completed.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment, to complete a logic model and provide additional outcome reporting. Subrecipient will submit a logic model (Exhibit 1) by July 31st of the current program year, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need;

2.2.1.2.1.2 Anticipated program outcome(s);

2.2.1.2.1.3 Description of program service;

2.2.1.2.1.4 Projected number of individuals/ households to be served; and

2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9

months following the receipt of program services.

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application and program application(s) in HSD Dynamics or another comparable platform prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/SSCRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 Information and Referrals Service Requirements

2.3.2.1 Clients shall have a completed program application in HSD Dynamics or another comparable platform prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics or another comparable platform and follow referral procedures in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/SSCRD quarterly ROMA reports.

2.4 **Facility Requirements**

2.4.1 Subrecipient shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.4.1.1 AZDES LIHEAP Application Portal;

2.4.1.2 HSD Client Portal;

2.4.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.4.1.4 Online job search and submission of application/ resume; and/or

2.4.1.5 Information regarding scholarships and federal financial aid.

2.4.2 Subrecipient shall ensure adequate space for the following:

2.4.2.1 On-site workshops and training classes;

2.4.2.2 Local job/career fairs; and

2.4.2.3 Eligibility determination where confidential information cannot be overheard.

2.5 **Reporting Requirements**

2.5.1 Subrecipient shall submit programmatic and financial reports to MCHSD as listed below:

2.5.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.

2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.5.1.4.2 in a forfeiture of final payment, if final program and fiscal reports are not submitted within the designated time period, determined by MCHSD following the Contract term.

2.6 **HSD Dynamics (Or Another Comparable Platform) Access**

2.6.1 Access to HSD Dynamics or another comparable platform will be provided by MCHSD/SSCRD upon request by the Subrecipient.

2.6.2 Subrecipient shall provide MCHSD/SSCRD information regarding staffs' name, position title, contact information,

and evidence of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances. Subrecipient will submit CAP personnel Fingerprint renewals and annual Central Registry renewals to CAPSupport@maricopa.gov.

2.6.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient's personnel (employed or as volunteer) is a risk to County operations for any of the following reasons but not limited to:

2.6.3.1 Approving clients for services they are not eligible for;

2.6.3.2 Denying eligible clients services; and

Accessing the HSD Dynamics or another comparable platform for any purpose other than areas of responsibility.

2.6.4 MCHSD will provide Subrecipient programmatic ad hoc reports, as requested.

2.7 **Staff Requirements**

2.7.1 Subrecipient shall:

2.7.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint Clearances (applicable to ARS §§36-594.01, 36-3008, 41-1964, and 46-141) and Central Registry clearances (compliant with Central Registry provisions of ARS §8-804 in its entirety) have been completed with satisfactory results and procedures are in place if results are unsatisfactory. Subrecipient shall have a documented procedure for CAP personnel who as a condition of employment/volunteer or upon renewal (annual review for Central Registry) is deemed disqualified through the Fingerprint or Central Registry Clearance process. Documented procedure is provided to MCHSD-SSCRD upon request.

2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.7.1.5.1 An overview of the MCHSD/SSCRD Policy and Procedure Manual; and

2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD-SSCRD;

2.7.1.7 The Subrecipient shall be required to notify MCHSD-SSCRD of staff changes and vacant positions within two (2) business days of staff changes through CAPSupport@maricopa.gov. The Subrecipient shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff.

2.7.2 **Code of Conduct:**

2.7.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:

2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.7.2.1.2 Actions on behalf of the County without appropriate authorization.

2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.7.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.7.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.7.2.1.6 Loss of impartiality when advising the County.

2.8 **Community Action Program Meetings**

2.8.1 MCHSD will facilitate meetings that will be held on a quarterly basis, at a minimum with CAP Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.8.2 Subrecipient shall ensure that a designated member of leadership staff participates in all CAP meetings, as scheduled.

2.9 **Cooperation in Strategic Planning and Community Needs Assessment**:

2.9.1 Subrecipient shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 **Training and Technical Assistance**

2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:

2.10.1.1 MCHSD/SSCRD Policy and Procedure Program Manual;

2.10.1.2 MCHSD funded financial assistance services;

2.10.1.3 Use of HSD Dynamics or another comparable platform;

2.10.1.4 Reports and forms, as required;

2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.10.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;

2.10.1.7 Review of program monitoring findings; and

2.10.1.8 Other training and technical assistance as needed/required.

2.11 **Limited English Proficiency**

2.11.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served. To ensure compliance, reference DES 1-01-34 at: https://des.az.gov/digital-library/limited-english-proficiency

2.11.2 Applicable Program Rules and Regulations:

2.11.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.11.2.2 COATS Human Services Reauthorization Act of 1998;

2.11.2.3 2 CFR 200 Uniform Administrative Requirements;

2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;

2.11.2.5 Stewart B. McKinney Homeless Assistance Act;

2.11.2.6 ARS §46-241-State Short Term Crisis Services;

2.11.2.7 ARS §46-731–Utility Assistance;

2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;

2.11.2.9 ARS §46-140.01-Verifying applicants for public benefits; violation; classification; citizen suits

2.11.2.10 ARS§1-501-§1-502, Eligibility for federal, state, or local public benefits; documentation; violation; classification; citizen suites; court costs and attorney fees;

2.11.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

2.11.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part

93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Subrecipient, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 **Appeal/Grievance Procedures**

2.12.1 Subrecipient shall establish a process to review and address client appeals and grievances. Subrecipient shall submit an appeal/grievance process to MCHSD/SSCRD annually, and as requested. The grievance/appeal procedure shall be accessible to applicants at the time of application submission.

2.12.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any appeal/grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, award amount, reduction of services, suspension or termination of services, or quality of services.

2.12.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly.

2.12.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process. All grievance requests generated by clients must be documented in HSD Dynamics or another comparable platform. All communication and documentation requests regarding the grievance must be documented in HSD Dynamics or another comparable platform on the Application timeline. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as

outlined in the MCHSD/SSCRD Policy and Procedure Program Manual.

2.13 **Community Action Tripartite Board Recruitment**

2.13.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:

2.13.1.1 Post flyers at location(s) and community events;

2.13.1.2 Share information and distribute flyers to clients;

2.13.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: CACCommission@maricopa.gov;

2.13.1.4 Assist clients or with the Democratic Selection Process;

2.13.1.5 Coordinate outreach efforts to city council members.

2.14 **Pandemic Award Performance**

2.14.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Subrecipient contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion, may reinstate the temporarily voided Award.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 6. The Agreement is amended to incorporate the changes contained in the Amendment No. 6. 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. 6 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. 6, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 6:

APPROVED BY:
CITY OF AVONDALE

_____
Mike Pineda, Mayor Date

Attested To:

_____
Marcella Sarmiento, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 6 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.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

_____
Kate Brophy McGee Date
Chair, Board of Supervisors

Attested To:

_____
Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 6 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:

BY: _____
Deputy County Attorney Date

Addendum Sample

Fiscal Year 2027 Operating Budget			
City of Avondale Operating Budget – CAP Services			
Contract Budget Period	July 1st, 2026, through December 31, 2026		
Funding			
County Funds	$		
Cash Match Contributions	$		
	$		
Budget Category	**Direct Cost**	**Administration Cost**	**Total Cost**
Personnel	$	$	$
ERE	$	$	$
P & O Services	$	$	$
Travel	$	$	$
Space	$	$	$
Materials & Supplies	$	$	$
Operating Services	$	$	$
Total Expenses	**$**	**$**	**$**

CITY COUNCIL REPORT

ITEM NUMBER: 4.j.

SUBJECT: Resolution 1052-0726 – First Amendment to the Intergovernmental Agreement with The City of Litchfield Park for Law Enforcement Services

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

With the City of Litchfield Park being a neighboring city, sharing borders with the City of Avondale and not having a Police Department, this Intergovernmental Agreement strengthens communication and enhances overall community safety for the residents of the City of Avondale and the residents of the City of Litchfield Park.

PURPOSE:

City Council will consider a request to adopt Resolution 1052-0726, approving the First Amendment to the Intergovernmental Agreement with the City of Litchfield Park for law enforcement services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In June 2021, the City of Avondale and the City of Litchfield Park entered into an Intergovernmental Agreement (IGA) to allow the City of Avondale Public Works Fleet Services Division to provide all-inclusive fleet maintenance and repair services for all City of Litchfield Park owned vehicles, including police patrol units operated by the City of Avondale Police Department pursuant to a separate Intergovernmental Agreement for police services. The fleet maintenance and repair services IGA expires on June 30, 2026. Following discussions between staff representatives from both cities, a mutual decision was reached to allow the fleet maintenance and repair services agreement to expire at the conclusion of its current term. As a result, effective July 1, 2026, the City of Litchfield Park will transition away from utilizing fleet services provided by the City of Avondale, except for the police patrol units that will continue to be maintained by the City of Avondale in accordance with this current proposed amendment to the police services agreement.

DISCUSSION:
Although the City of Litchfield Park will no longer require comprehensive fleet maintenance services from the City of Avondale for its municipal fleet, staff from both cities have determined that it is in the mutual best interest of both organizations for the City of Avondale to continue providing maintenance and repair services for the City of Litchfield Park's police patrol vehicles used by Avondale Police Department officers. Given the specialized nature of law enforcement fleet operations and the importance of maintaining vehicle reliability, safety, and operational readiness, both parties have agreed to continue this collaborative service arrangement through this amendment to the existing police services IGA.

This amendment establishes a scope of fleet services consistent with the service levels, maintenance standards, and operational practices previously provided under the expiring fleet services Intergovernmental Agreement. However, the amended agreement is limited exclusively to City of Litchfield Park owned police patrol vehicles and does not extend to any other municipal fleet. The City of Avondale Public Works Fleet Services Division will continue to provide maintenance and repair services for these police vehicles for the duration of the police services agreement, ensuring uninterrupted support for critical public safety operations.

BUDGET IMPACT:
The Public Works Fleet Services Division FY2027 budget has accounted for any budget impact related to this amendment to the police services agreement for maintenance of the police patrol vehicles. There is no additional budget impact.

RECOMMENDATION:
Staff recommends City Council adopt a Resolution, approving the First Amendment to the Intergovernmental Agreement with the City of Litchfield Park for Police Services, and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: *Harold Siguenza, Russ Dangel, Suzie Hunter*

RESOLUTION NO. 1052-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK RELATING TO LAW ENFORCEMENT SERVICES.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement with the City of Litchfield Park relating to law enforcement services (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1052-0726

[First Amendment]

See following pages.

FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Litchfield Park, an Arizona municipal corporation ("Litchfield"). Avondale and Litchfield are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party." All capitalized terms not defined herein shall have the meaning as set forth in the Agreement.

RECITALS

A. The Parties entered into an Intergovernmental Agreement, dated November 19, 2025, for Avondale to provide Law Enforcement Services to and within the corporate boundaries of Litchfield (the "Agreement"); and

B. The Parties desire to have Avondale provide fleet service maintenance and repair services to Litchfield-owned law enforcement vehicles (the "Additional Services"); and

C. The Parties desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

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

1. Section 5 of the Agreement (Reimbursement of Law Enforcement Services), Section C (Explanation of Costs), Paragraph 2 (Vehicle Charges) is hereby deleted and replaced with a new Paragraph 2 to read as follows:

> 2. Vehicle Charges for Litchfield-Owned Vehicles. Litchfield shall have the option to purchase law enforcement vehicles for use under this Agreement. If Litchfield exercises the option to purchase law enforcement vehicles, Litchfield shall be responsible for the cost of the maintenance and repair services. Avondale will provide maintenance and repair services for the Litchfield-owned vehicles as follows:
>
> i. Scope of Work for Law Enforcement Vehicles Maintenance and Repair Services. Avondale will provide Litchfield with fleet preventative

maintenance services and repair services (collectively, the "Vehicle Services"), as set forth in the Scope of Work and Fee Schedule for Law Enforcement Vehicles Maintenance and Repair Services attached hereto as Exhibit C and incorporated herein by reference.

ii. Compensation. Litchfield shall pay Avondale for the Vehicle Services at rates as set forth in the Scope of Work and Fee Schedule for Law Enforcement Vehicles Maintenance and Repair Services in Exhibit C.

iii. Payments. Avondale will invoice Litchfield quarterly (September 30, December 31, March 31 and June 30) for the Vehicle Services performed during the preceding quarter. Payments must be received by Avondale from Litchfield within 30 days of the invoice.

iv. Fleet Purchasing Assistance; Vehicle Replacement. Avondale may assist Litchfield with the purchase of new, or replacement of existing Litchfield-owned law enforcement vehicles at a "consulting" price to be determined by the Parties. Avondale shall apply its vehicle replacement schedule for Litchfield-owned vehicles under this Agreement. Ninety (90) days prior to Litchfield-owned law enforcement vehicles requiring replacement, Avondale shall provide Litchfield with written notice of the replacement and the cost for the replacement vehicles. Litchfield shall purchase replacement vehicles according to Avondale specifications and standards.

v. Tow Services. Avondale will provide towing services to Litchfield-owned law enforcement vehicles requiring fleet services.

vi. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

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

viii. Use of Avondale Law Enforcement Vehicles. If Litchfield utilizes Avondale-owned law enforcement vehicles, the following terms shall apply:

(i) The number of miles driven will be used to determine charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.

(ii) The number of miles driven will be estimated and will be used to determine charges for new additions to fleet resulting from new service initiation and pursuant to an amendment to this Agreement for increases in services.

(iii) Vehicle depreciation and vehicle equipment charges allow timely replacement of police service vehicles using Avondale's vehicle replacement plan.

2. A new Exhibit C, Scope of Work and Fee Schedule for Law Enforcement Vehicles Maintenance and Repair Services, attached hereto as Exhibit 1 is hereby added to the Agreement.

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

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.

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

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

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

APPROVED AS TO FORM

Nicholle Harris, City Attorney

APPROVED AS TO FORM

Joseph D. Estes, City Attorney

EXHIBIT 1
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
CITY OF AVONDALE
AND
CITY OF LITCHFIELD PARK

[Exhibit C - Scope of Work and Fee Schedule for Law Enforcement Vehicles Maintenance and Repair Services]

See following pages.

Scope of Work and Fee Schedule
for
Law Enforcement Vehicles Maintenance and Repair Services

1. Types of Service: Avondale will provide preventative maintenance and repair services to Litchfield-owned law enforcement vehicles with the same standard of care that Avondale provides for its own vehicle fleet.

Avondale shall be the exclusive preventative maintenance and repair services provider for police service vehicles, which shall be maintained and repaired by Avondale in the same manner that Avondale services its own police vehicles.

2. Preventative maintenance service on each vehicle includes a multi-point inspection per manufacturer's recommendation, check and top off all fluids, change engine oil, change engine oil filter, clean engine air filter or replace if needed, replace cabin air filter if needed, lubricate all points, rotate tires, inspect brake system, inspect wiper blades and replace if needed, transmission service if needed (based on mileage), coolant service if needed (based on mileage), hydraulic system service if needed (based on mileage, if applicable), and drain and refill differentials (based on mileage). All required labor, fluids, filters, and parts will be billed at the rates listed below. Actual labor time will be billed to the 100th of an hour. Full synthetic oil of the grade specified by the vehicle manufacturer will be used for all oil changes. Avondale will provide the same level of service and use the same quality of fluids and filters that is uses on its own fleet.

3. Repairs include anything not covered in preventative maintenance and shall be billed for actual time as set forth in the table below. Actual labor time shall be billed to the 100th of an hour.

Sublet includes all repairs or warranty work performed by a third-party vendor. Work shall be billed at the vendor's cost plus markup indicated in the table below.

An expenditure limit of $1,500 per service order is pre-approved by Litchfield to allow Avondale to expedite preventative maintenance or repair services. Any expense beyond $1,500 shall require approval by Litchfield before work proceeds.

4. Fee Schedule: All cost for labor, parts, sublets, fluids and tires shall be charged according to the City of Avondale Public Works Fleet Services Division fee schedule, which shall be the same fee schedule used by Avondale to charge services for Avondale-owned vehicles.

The fee schedule for maintenance and repairs of Litchfield vehicles shall be as follows:

Shop Labor Rate	$158.32 per hour
Fluids and Parts	Actual cost plus 10%
Tires	Actual cost plus 10%
Vendor sublets	Actual cost plus 16%

CITY COUNCIL REPORT

ITEM NUMBER: 4.k.

SUBJECT: Resolution 1053-0726 - Intergovernmental Agreement with The City of Phoenix for Processing Recyclable Materials

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

Providing recycling services to the community helps to protect the region's natural resources and creates environmental resilience through sustainable habits that reduce waste.

PURPOSE:

City Council will consider a request to adopt Resolution 1053-0726 to approve an Intergovernmental Agreement with the City of Phoenix for the period of July 1, 2026, to June 30, 2031, subject to annual amendments, for processing Avondale's recyclable materials, 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 provides once a week curbside recycling service to over 22,000 households. Annually, the City collects approximately 5,800 tons of recycling materials. Through this Intergovernmental Agreement (IGA), the collected recycling materials will be delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed at the facility, they are sold on the open market. The IGA provides for revenue and expense sharing based on a blended recyclables market rate.

DISCUSSION:

The recycling commodities market continues to experience significant volatility. Over the past two years, market prices for cardboard, plastics, metals, and paper have fluctuated considerably. While the average quarterly outbound blended rate (the market value of recyclable commodities) has not returned to its peak of

$115.31 per ton reached in the first quarter of calendar year 2022, it has remained above $45.00 per ton throughout the past two fiscal years.

Under the proposed new IGA with the City of Phoenix, the processing fee will increase from $99.69 to $104.18 per ton for the period of July 1, 2026 to June 30, 2027. The average quarterly outbound blended rate for the first quarter of Fiscal Year 2027 (Q3 2026) is $46.68 per ton. As a result, the difference between the processing fee and the blended rate creates a net cost of $57.50 per ton for recyclable materials delivered by the City of Avondale to the City of Phoenix.
By comparison, the City currently disposes of solid waste at the City of Glendale Landfill at a cost of $38.75 per ton under the amended IGA with the City of Glendale for Fiscal Year 2025.

Despite the higher net cost associated with recycling, the City of Avondale remains committed to its recycling and sustainability goals. Therefore, staff recommends continuing the City's partnership with the City of Phoenix for the processing of recyclable materials. Funding for this service has been included in the Fiscal Year 2027 budget. However, given the continued volatility of recyclable commodity markets, staff will closely monitor market conditions and commodity value trends and will keep the City Council informed of any sustained cost increases that could affect service delivery or future costs to residents.

There will be no impact on residential rates in Fiscal Year 2027. The City Council approved monthly residential refuse and recycling collection rates for Fiscal Years 2026 and 2027 on May 5, 2025, through Resolution No. 1023-0525.

BUDGET IMPACT:
An estimate of recycling costs was included in the FY2027 budget. If costs substantially increase due to the continued volatility of the recyclable market, a future increase to the solid waste budget may be necessary to continue the program.

RECOMMENDATION:
Staff recommends City Council adopt a Resolution to approve an Intergovernmental Agreement with the City of Phoenix for the period of July 1, 2026, to June 30, 2031, subject to annual amendments, for processing Avondale's recyclable materials, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza, Simon Lara, Suzie Hunter*

RESOLUTION NO. 1053-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROCESSING AVONDALE'S RECYCLABLE MATERIALS.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to processing of recyclable materials (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference.

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

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT 1
TO
RESOLUTION NO. 1053-0726

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX AND CITY OF AVONDALE FOR PROCESSING OF MATERIALS

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of July 1, 2026, by and between the City of Phoenix, an Arizona municipal corporation ("Phoenix") and the City of Avondale, an Arizona municipal corporation ("Avondale") (collectively, the "Parties" and individually a "Party").

RECITALS

A. Arizona Revised Statutes (A.R.S.), Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The Parties acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

B. Phoenix is empowered by Chapter II, § 2 of the Phoenix Charter to enter into this Agreement and has, by City Council Action on May 20, 2026, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Avondale is empowered to enter into this Agreement by Avondale City Charter, and has, by City Council Action on July 6, 2026, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Avondale.

D. Phoenix owns the following materials recovery facilities: North Gateway Materials Recovery Facility located at 30205 N. Black Canyon Highway ("North Gateway MRF") and the 27th Avenue Materials Recovery Facility located at 3060 S. 27th Avenue ("27th Ave. MRF") (collectively, "MRFs"). Balcones Recycling Phoenix, LLC currently operates and maintains the MRFs under a separate agreement with Phoenix ("Contracted Operator").

E. Avondale desires to enter into this Agreement with Phoenix for Phoenix to process Recyclables collected by Avondale.

F. Phoenix and Avondale believe it would be advantageous for Avondale to deliver to Phoenix, and Phoenix to accept Recyclables, as defined in Article 1, Definitions, at the MRFs from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and efficiency, and reduction of air pollution. Additionally, Avondale may also choose to use Phoenix facilities for green organics diversion and/or disposal of Municipal Solid Waste ("MSW").

G. The purpose of this Agreement is to set forth each Party's rights and obligations with respect to Phoenix's acceptance of Avondale's Recyclables at the MRFs.

The Parties agree as follows:

ARTICLE 1
DEFINITIONS

"Average Quarterly Outbound Blended Rate" means the average sales price per ton for all material sorted and sold at one of the Phoenix MRFs during a calendar month including tonnage from rejects.

"Excessive Contamination" means any load containing 35% or more non-recyclable material or that is otherwise unacceptable for processing.

"Hazardous Waste" means (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load **delivered** to the MRFs which is emitting smoke, fire, or fumes and which may be in imminent danger of fire or explosion.

"Hours and Days of Operation" means those hours that the MRFs receive Recyclables, as posted and noticed from time to time. Currently, the MRFs receive Recyclables from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, excluding Phoenix-observed holidays unless the holiday is a designated Solid Waste collection day for City of Phoenix residents.

"Processing Fee" means the sum of the processing fee paid to the MRF processor, revenue share to the processor, and any Phoenix operating costs to run the recycling facility not covered by what is paid to the processor.

"Recyclables" means post-consumer residential and commercial/business Recyclables as accepted in the Phoenix Recycles program, having residual value and suitable for use in other products. The list of acceptable Recyclables may be modified by Phoenix, with reasonable notice to Avondale, at any time at the sole discretion of Phoenix.

"Rejects" means non-recyclable waste that is delivered to the facility which is separated from Recyclables during processing.

"RFID" means radio frequency identification. It is a device that is attached to the delivery vehicle and that will be electronically read when the delivery vehicle travels over the unmanned scale. This device transmits a unique signal and electronically tracks tonnages, trucks, times, etc.

"Solid Waste" or **"Municipal Solid Waste"** means any garbage, bulk trash, and other

materials or products, including putrescible and nonputrescible waste, organic and inorganic waste, combustible and noncombustible waste, and liquid nonhazardous waste, but not including hazardous waste or human body parts.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to A.R.S. §§ 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste, such as, but not limited to: (1) explosives, radioactive materials, untreated bio-hazardous medical waste as defined in A.A.C. R18-13-1401, cesspool waste, or sewage sludge; (2) motor vehicles, including major motor vehicle parts, agricultural and farm machinery and equipment; (3) waste tires; (4) used oil; (5) that which in the reasonable judgment of Phoenix may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of its MRF; or (6) waste not authorized for disposal at the MRFs by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, or health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous, or extremely hazardous waste.

ARTICLE 2
TERM, TERMINATION, AND CONDITIONS

1. Term. The term of this Agreement will be for a period of five years, beginning on July 1, 2026, and ending on June 30, 2031.

2. Termination of Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice.

3. Phoenix's Acceptance. Phoenix will accept up to 7,000 tons of Recyclables delivered annually from Avondale to the MRFs. Avondale can deliver Recyclables during the MRFs' Hours and Days of Operation and may deliver Recyclables on other days as approved in advance by Phoenix.

4. Avondale's Delivery. Avondale will, in good faith, deliver only acceptable Recyclables to the MRFs for processing. Avondale agrees to inform its residents of proper recycling practices and agrees to enforce proper recycling practices. Avondale will be responsible for arranging a recycling processing contingency plan if Phoenix is unable to operate the MRFs, or Phoenix does not have capacity to accept additional Recyclables. Avondale will observe and obey all Phoenix Hours and Days of Operation, rules of conduct, traffic patterns, and speed limitations while on Phoenix property. Avondale will coordinate with Phoenix on its scheduled delivery of Recyclables during workdays.

   Upon execution of this Agreement, Avondale will provide Phoenix with its good faith written projections specifying the monthly tonnage that Avondale expects to deliver to the MRFs which may be modified in writing and provided to Phoenix as reasonably necessary by Avondale. Avondale may not deliver more than twenty percent (20%) above its projected tonnage on a monthly basis to the MRFs without prior approval

from Phoenix. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

5. Weighing of Recyclables. Each vehicle delivering Recyclables must have a vehicle identification number permanently assigned and conspicuously displayed on the exterior of the vehicle which is readily visible to staff at the MRFs. In the event the scales become temporarily inoperable due to testing or malfunction, Phoenix will estimate the weight of Recyclables based on truck volume and historical data obtained through operation of the MRFs. These estimates will serve as official records for the duration of the scale outage. In such cases, a handwritten ticket may be substituted for the computer copy. In consideration for use of automated scales at the MRFs, Avondale will make all vehicles used for delivery of Recyclables available for installation of RFID devices after obtaining a certified tare weight for each vehicle. Incoming vehicles will be weighed and recorded. Occasionally, Phoenix may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. RFID devices remain the property of Phoenix and will be returned when vehicles are removed from service, or upon termination or expiration of this Agreement. A charge of $50.00 per RFID device will be charged for each RFID device placed on an Avondale delivery vehicle or for replacement of lost or damaged devices.

6. Quality of Recyclables. Material quality will be inspected by Avondale staff and will adhere to guidelines of the "Phoenix Recycles" program of what is and is not accepted, as set forth in attached ***Exhibit A*** and as amended in accordance with the Notice provisions. Recyclables will be inspected by Phoenix staff or the designated operators on the MRFs floors. If Recyclables are determined to have Excessive Contamination, Hazardous Waste, Solid Waste, or Unacceptable Waste, in the opinion of Phoenix personnel ("Contracted Operator"), then the materials will be moved immediately to the solid waste transfer area, and Phoenix will inform Avondale of this determination and make the material available for inspection as permitted by operational requirements. If Recyclables are determined to have Excessive Contamination, then Avondale will be assessed the then-current disposal fee, as defined in Sec. 27-53(E) of the Phoenix City Code. Avondale will provide documentation of the attempts to increase the quality of the Recyclables within two weeks of receiving notice of the excessively contaminated load. Avondale is aware that trucks must be fully emptied of any solid waste prior to collection of recyclables.

7. Compliance with MRFs Rules and Traffic Requirements. Avondale staff and contracted haulers will become familiar with and comply with all facility rules, traffic flows, and speed restrictions. Failure to follow such rules and requirements may result in restriction of Avondale staff from using the facility.

8. Processing Fee, Charge or Rebate. Avondale will pay to, or receive a credit in the form of a "rebate" from, Phoenix for each ton of Recyclables accepted and processed at the MRFs. The per ton Processing Fee that Avondale pays will be applied against the calculated Average Quarterly Outbound Blended Rate (AQOBR) per ton shipped by Phoenix from the MRFs. The AQOBR will be calculated quarterly using the blended rate from one of the MRFs. If the AQOBR is higher than the Processing Fee, the excess revenue, net of the Processing Fee, will be 50% for Avondale and 50% for the City of Phoenix ("Revenue Share"). An AQOBR that is less than the Processing Fee

will result in a charge to Avondale that will not exceed the Processing Fee. Below is the current price schedule:

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	$104.18 per ton	07/01/2026 - 06/30/2027
Item 2	Average Quarterly Outbound Blended Rate	$48.68 per ton (Q3 2026)	07/01/2026 - 09/30/2026

AQOBR adjustments will follow the scheduled quarters commencing January 1st, April 1st, July 1st, and October 1st. AQOBR adjustment quarters are defined as January, February, and March (Q1); April, May, and June (Q2); July, August and September (Q3); and October, November and December (Q4). Blended rate adjustment calculations for January 1st will be for the quarter that includes July 1st - September 30th; the April 1st adjustment will be for the quarter that includes October 1st -December 31st; the July 1st adjustments will be for the quarter that includes January 1st - March 31st; and the October 1st adjustment will be for the quarter that includes April 1st through June 30th. Phoenix will provide the AQOBR in writing to Avondale thirty (30) days prior to the quarterly effective date.

Phoenix will review and adjust the Processing Fee annually and will provide the new Processing Fee in writing to Avondale thirty (30) days prior to the quarterly effective date. Below is a sample table to be used as a reference to illustrate the calculation of potential future charges and rebates:

SAMPLE SCENARIO		
Quarterly Outbound Blended Rate per Ton	Less Recycling Plant Processing Fee	Rebate = + Charge = -
$95.91/ton	-$95.91/ton	No Rebate No Charge
$86.92/ton	-$95.91/ton	-$8.99/ton Charge
$120.00/ton	-$98.79/ton	+$10.61/ton Rebate (50/50 Revenue Share)

9. Invoices. Avondale will pay Phoenix for each ton of Recyclables accepted and processed at the MRFs. Phoenix will calculate and invoice Avondale by the 25th day of the month for the previous month. Avondale will pay within 30 days of the invoice date.

10. Green Organics. Under this Agreement, Avondale may deliver Green Organics to Phoenix's solid waste facilities at a quantity and rate that will be negotiated by the Parties in advance of the time of delivery.

11. MSW. Under this Agreement, Avondale may deliver MSW to Phoenix's solid waste facilities at a quantity and rate that will be negotiated by the Parties in advance of the time of delivery. The rate will be no more than the then-current Phoenix disposal fee, as defined in Sec. 27-53(E) of the Phoenix City Code.

12. Hot Loads. In the event that an Avondale vehicle dumps a Hot Load, Avondale agrees to pay reasonable charges for Phoenix's handling of such Hot Load. Reasonable charges may be deducted from the monthly compensation for Recyclables.

13. Vehicle leaks and spills. Avondale will be responsible for prompt cleanup of leaks or spills from its vehicles while at the MRFs. Regardless of the nature of any fluid leaking from the delivery vehicle, it must be cleaned up within two hours. Any Recyclables that are spilled in any part of the MRFs other than the designated tip area must be immediately contained and collected by the Avondale hauler. Spills that are not satisfactorily cleaned up within the two-hour designated time frame may be remediated by Phoenix and a reasonable cost of the cleanup deducted from the monthly compensation for Recyclables.

14. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (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.

15. Miscellaneous.

    15.1. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

    15.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Any lawsuits pertaining to this Agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

    15.3. Notices. All notices, demands and other writings provided to be given, made or sent by any Party hereto to other Parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid certified mail and addressed as follows:

To Phoenix: City of Phoenix Public Works Department
Attn: Deputy Public Works Director, Diversion & Disposal Division
200 W. Washington Street, 7th Floor
Phoenix, AZ 85003

Or

Email to City of Phoenix Deputy Public Works Director:
christopher.fine@phoenix.gov

To Avondale: City of Avondale
Attn: City Manager

11465 W. Civic Center Dr.
Avondale, AZ 85323

With a copy to: City of Avondale
Attn: City Attorney's Office
11465 W. Civic Center Dr.
Avondale, AZ 85323

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such Party as above provided.

15.4. Conflict of Interest. No official, officer or employee of either Party will have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

15.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Phoenix City Council and the Avondale City Council. If either fails to appropriate the necessary funds, or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or terminate or cancel this Agreement without further duty or obligation and without any penalty or liability.

15.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

15.7. Covenant Against Contingent Fees. The Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Phoenix City Council, or any employee of either of the Parties has an interest, financially or otherwise, in this Agreement.

15.8. Employees.

15.8.1. Non-liability of Officials and Employees. No official, officer or employee of Phoenix or Avondale shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by either Phoenix or Avondale of any obligation under the terms of this Agreement.

15.8.2. Not Employees. The personnel of either Party to this Agreement are not for any purpose to be considered employees or agents of the other Party, and that each Party assumes full responsibility for the actions of its personnel while performing under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation, and disability benefits.

15.9. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any Party hereto will not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the MRF, or unusually severe weather. In order for the non-performing Party to obtain an extension of time for any such cause, the non-performing Party must notify the performing party in writing of such force majeure within ten (10) days of commencement of such force majeure. Moreover, notice must contain a request for additional time, which shall only be for the period of the force majeure. Failure of the non-performing party to notify the performing Party of such force majeure within such ten (10) days shall result in the performing Party granting only a ten (10) day extension to the non-performing Party.

15.10. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15.11. Modification. Any amendment or modification of this Agreement must be in writing and will be effective only after signature by both Parties.

15.12. Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

15.13. Representations and Warranties. Avondale hereby represents and warrants to Phoenix as follows: (1) Avondale has the full power and authority to execute and deliver this Agreement to Phoenix and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

Phoenix hereby represents and warrants to Avondale as follows: (1) Phoenix has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) Phoenix has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Phoenix's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment,

governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Phoenix's obligations under this Agreement. Upon execution and delivery of this Agreement by Phoenix, it will constitute a legal, valid, and binding obligation of Phoenix enforceable against it in accordance with the terms hereof.

15.14. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

15.15. Audit. The Parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

15.16. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty will be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party will have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other Party or subcontractor is in compliance with the warranty set forth in this provision.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PHOENIX, an Arizona municipal corporation
Ed Zuercher, City Manager

By: _____
Felipe Moreno, Public Works Director

ATTEST:

_____
City Clerk

Pursuant to A.R.S. § 11-952, the undersigned attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Julie M. Kriegh, City Attorney

By:_____
Micah R. Alexander Date
Assistant Chief Counsel

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

Pursuant to A.R.S. § 11-952, the undersigned attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By:_____
Nicholle Harris Date
City Attorney

Exhibit A

Recycle

phoenix.gov/recycle

PAPER

PLASTIC

METAL

GLASS

Recycle

Put these materials in your blue recycling container:

PAPER

- Cardboard (please break down)
- Cereal boxes (remove plastic liner)
- Office paper, junk mail, sticky notes, magazines
- Clean pizza boxes
- Newspaper
- Egg cartons (paper or plastic, no foam)
- Empty paper milk cartons
- Empty soup and juice boxes (aseptic containers)
- Envelopes (windows OK)
- Packing or craft paper
- Paper bags
- Shredded paper (place in a clear plastic bag)
- Wrapping paper (non-metallic)

HARD PLASTIC (NO FOAM)

- Bottles (leave caps on)
- Coffee cup lids
- Cups, Jars and Jugs
- Tubs, lids, clamshells, containers

METAL

- Aluminum cans
- Aluminum foil or trays (clean off all food; ball foil into softball size)
- Steel and tin cans

GLASS

- Glass bottles and jars only (lids off)

Recycle Tips

Break down boxes

Anything less than 2.5" in diameter cannot be recycled

Recyclables must be free of food, grease and liquids

Paper: If you can rip it, you can recycle it

Do Not Bag Recyclables

Unacceptable Items

Paper towels, napkins or tissues (consider composting)

Polystyrene or foam

Plastic bags and other soft plastics (return to local grocery or retail store)

Food scraps and yard waste (consider composting)

Electronics (return to local electronics store)

Batteries (return to local electronics or hardware store)

Light bulbs (return to local hardware store)

Large scrap metal or car parts (take to local scrap yard)

CITY COUNCIL REPORT

ITEM NUMBER: 4.l.

SUBJECT: Resolution 1054-0726 - First Things First Fiscal Year 2027 Grant Renewal

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected & Engaged Community. Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other. The approval of this agenda item will increase awareness of available resources and strengthen connections between residents, schools, healthcare providers, and community organizations.

PURPOSE:

City Council will consider a request to adopt Resolution 1054-0726, authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive $300,000 in funding 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 Arizona Early Childhood Development and Health Board, known as First Things First (FTF), is an Arizona state agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

The Arizona Complete Health Avondale Resource Center (formerly known as the Care1st Avondale Resource Center) provides services to residents throughout the Southwest Valley and surrounding communities. This has been made possible through an innovative public-private partnership between Care1st Health Plan Arizona, Inc., First Things First, and the City of Avondale. The initial Intergovernmental Agreement with First Things First was established in April 2009. Since that time, First Things First funding has supported the City's Avondale Family Education and Resource Program (AFERP), which provides early childhood development, parent education, family support, and school readiness services for families with children from birth to age five. Under the partnership, the City provided facility space, Care1st provided funding for renovations and operations, and First Things First provided program funding for early childhood programming and family support services. Several nonprofit organizations were also provided space within the Resource Center in

exchange for delivering services to the community.

In January 2021, the City relocated the Resource Center to a newly constructed facility made possible through an $11.7 million capital investment by the City of Avondale. The new 30,000-square-foot multi-generational center provides services to individuals and families from cradle to cane. The center serves as a one-stop hub for health and human services in the Southwest Valley and offers parenting activities designed to increase family knowledge of child development, health, and positive parenting practices, as well as referral services that address individual family needs.

DISCUSSION:

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided at the Arizona Complete Health Avondale Resource Center. The Center connects families to services that support parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals to families and also conduct outreach efforts to educate the public and organizations that serve families at the center. The grant agreement provides an award amount of $300,000. The grant term begins July 1, 2026, and will be in effect until June 30, 2027.

BUDGET IMPACT:

No matching funds are required to receive this grant, and the General Fund will not be impacted. Grant appropriations are included in the FY2027 adopted budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive $300,000 in funding and authorize the Mayor, City Manager, City Attorney and City Clerk to execute necessary documents.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1054-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A RENEWAL OF THE GRANT AGREEMENT WITH FIRST THINGS FIRST, SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. The Renewal of the Grant Agreement with First Things First, Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the "Amendment") for fiscal year 2026-2027 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1054-0726

[Amendment]

See following pages.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 500, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Notice of Renewal Consideration

DATE: March 30, 2026

TO: Jerie Guajardo
City of Avondale
cjguajardo@avondaleaz.gov

FROM: Michelle Waggoner
Grants and Contracts Specialist

RE: Grant Renewal Information for State Fiscal Year 2027 (SFY27)

The following First Things First grant is eligible for renewal consideration. Please note that receipt of this packet does not guarantee renewal. If renewed, the award period for SFY27 will be July 1, 2026 – June 30, 2027.

Grant Details

- **Grant Partner Name:** City of Avondale
- **SFY26 FTF Grant Number:** GRA-RC007-24-1210-01-Y3
- **Strategy:** Family Resource Centers
- **Eligible Renewal Amount for SFY27:** $300,000

Renewal Packet Contents

1. **Grant Renewal Amendment**
   Confirm the eligible award amount and contracted service units on the form.

2. **Line-Item Budget and Budget Narrative**
   Ensure alignment with the approved SFY26 budget and the scope of approved programming.

3. **Program Personnel Table**
   Complete with personnel aligned to the SFY27 budget and narrative.

Required Actions

Please complete all documents, ensure they are signed by your designated signatory, and **email the completed packet back by March 27, 2026**.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 500, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

If the renewal is approved by the **First Things First Board at the June 2026 meeting**, the amendment will be countersigned by First Things First and returned to you via email for your records.

Important Reminders

Grantees must always adhere to the latest version of the **Standards of Practice** and related policy documents that apply to this grant (e.g., FTF Grants Uniform Terms and Conditions, Data Security Policy, Tribal Data Policy).

These documents can be found on the FTF website at: https://www.firstthingsfirst.org/grantee-resources/

SFY27 Data Template Training

If you need refresher training for SFY27, please contact the FTF Evaluation team at:
ftfevaluation@firstthingsfirst.org

Closing Out SFY26

Your current grant ends on June 30, 2026. Please ensure the following are submitted on or before the listed **deadlines**:

- Final Narrative and Data Reports: **July 20, 2026**
- Final Request for Reimbursement (45 days from the grant end date): **August 15, 2026**

Note: Unexpended funds from SFY26 **do not carry over** to SFY27.

If you have any questions, feel free to contact me at: mwaggoner@firstthingsfirst.org.

Thank you for your continued partnership.

FIRST THINGS FIRST	**GRANT AMENDMENT** **SFY27 Renewal Award** GRA-RC007-24-1210-01-Y4 Southwest Maricopa Regional Partnership Council Family Resource Centers	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100

GRANTEE: **City of Avondale**

PURPOSE OF AMENDMENT: This amendment is to renew the grant agreement for the period of July 1, 2026 through June 30, 2027.

THEREFORE, the Parties agree to renew the Agreement as follows:

1. Total award amount for the grant period is $ 300,000

2. Strategy: Family Resource Centers
   Contracted Service Units: Number of parenting activities conducted: 240

3. The grantee is required to adhere to the most current Standards of Practice located in the First Things First website under Grants/Strategy Toolkit.

All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment:	The above referenced amendment is hereby executed effective July 1, 2026 once signed and dated below:
_____ Signature	_____ Josh Allen CFO/COO
_____ Name	_____ Date
_____ Title	
_____ Date	

Line-Item Budget and Budget Narrative

SFY27 Line-Item Budget

Budget period: July 1, 2026 – June 30, 2027

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$150,739.05**
	Family Education Specialist 1.0 FTE Family Education Assistant 1.0 FTE	$80,498.25 $70,240.80	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$48,236.49**
	Family Education Specialist Family Education Assistant	$25,759.44 $22,477.05	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$14,028.00**
	Contracted Services: Diaper Bank $9,828.00, Jungle Jill $ 4200.00	$14,028.00	
TRAVEL		**Travel Sub Total**	**$4,600.00**
	In-State Travel		
	Out-of-State Travel	$4,600.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
	Subgrants or Subcontracts to organizations/ agencies/entities		
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$82,396.46**
	Telephones/Communications Services	$1,200.00	
	Internet Access		
	General Office Supplies	$1,0000	
	Food	$2,639.00	
	Rent/Occupancy		
	Utilities		
	Furniture	$1,000	
	Postage		
	Software (including IT supplies)		
	Dues/Subscriptions	$4,480.00	
	Advertising	$3,000.00	
	Printing/Copying		
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	$5,050.00	
	Insurance		
	Program Materials	$30,032.95	
	Program Supplies	$15,994.51	
	Scholarships		
	Program Incentives	$18,000.00	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0**
	Equipment $4,999 or less in value		
		SUBTOTAL DIRECT PROGRAM COSTS	**$300,000**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
	Indirect/Admin Costs		
		TOTAL	**$300,000**

SFY26 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Coordinator: This is a twelve-month position and is currently filled by Jacqueline Guerrero. It represents 1.0 full-time equivalent position (FTE), which will be 100% dedicated to First Things First programming. A total of **$80,498.25** is budgeted for the next fiscal year, which includes a **projected 5% pay grade increase**, consisting of a 2% merit increase and a 3% cost-of-living adjustment. The City of Avondale strives to provide competitive wages and account for cost-of-living increases as well as performance-based merit increases. If available within the budget, the City of Avondale has historically provided up to a 5% increase each year.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada. It represents 1.0 full-time equivalent position (FTE), which will be 100% dedicated to First Things First programming. A total of **$70,240.80** is budgeted for the next fiscal year, which includes a **projected 5% pay grade increase**, consisting of a 2% merit increase and a 3% cost-of-living adjustment. The City of Avondale strives to provide competitive wages and account for cost-of-living increases as well as performance-based merit increases. If available within the budget, the City of Avondale has historically provided up to a 5% increase each year.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Coordinator: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of **$25,759.44** at **32%** annually this amount is based on the City of Avondale calculation of employee-related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of **$22,477.05** at **32%** annually this amount is based on the City of Avondale calculation of employee-related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of **$4,200 i**s budgeted to support contracted programming services provided by Jungle Jill, a specialized early childhood enrichment provider. This cost reflects projected expenses over a twelve-month period for ongoing, developmentally appropriate educational sessions each session is $350.

A total of **$9,828** is budgeted to support contracted services through the Arizona Diaper Bank to provide diapers, pull-ups, period products, and incontinence products to the community.

A total of **$14,028** for the Arizona Diaper Bank and Jungle Jill.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel. For current Arizona state rates, visit: https://gao.az.gov/state-arizona-accounting-manual-saam - Travel Policy (Topic 50) & Reimbursement Rates (Section 95).*

1) Travel to attend the **National Family Support Network Family Support Summit** for the Family Education Specialist and the Family Education Assistant.

Travel costs are estimated in alignment with the State of Arizona Accounting Manual (SAAM) guidelines to ensure reasonable and allowable expenditures.

Airfare is estimated at approximately **$800** per person for economy travel, totaling **$1,600.**

Lodging costs are projected using standard government rates at approximately **$155** (this does not include taxes and other fees) per night. Two rooms reserved over a three-night stay, totaling approximately **$750 ($120** was projected for taxes and fees).

Transportation which includes airport transfers and travel to and from the conference venue, is estimated at **$220** based on shared transportation methods such as rideshare services.

Milage Reimbursement **$40** per staff for a total of **$80** for the drive from home or the office in personal vehicle to the airport.

Parking is estimated to be a total of **$140.**

The **total estimated travel cost** is approximately **$2790.**

2) Travel to attend the **BUILD Conference** for the Family Services Manager. he Family Services Manager is responsible for managing this contract and all programs and services that are funded through this contract.

Airfare is estimated at approximately **$800** for economy travel.

Lodging costs are projected using standard government rates at approximately **$155** (this does not include taxes and other fees) per night. One room reserved over a four-night stay, totaling approximately **$740 ($120** was projected for taxes and fees).

Transportation which includes airport transfers and travel to and from the conference venue, is estimated at **$200** based on shared transportation methods such as rideshare services.

Milage Reimbursement **$40** for the drive from home or the office in personal vehicle to the airport.

Parking is estimated to be a total of **$120.**

The **total estimated travel cost** is approximately **$1,900.**

To attend both conferences that is a total estimated cost of $4,600

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a **$100** a month for a total cost of **$1,200** per year to provide the Family Education Coordinator with a cell phone stipend. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes.

General Office Supplies: This line will be used to purchase some of the following items and not limited too; pens, paper, calendars, sticky notes, markers, folders, organization tools, tape, scissors, lamination sheets. A total of **$1,000** was budgeted for this line.

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, support groups for a total of **$2,639.00.**

Furniture: This line will be used to purchase furniture for programming. A total of **$1,000** has been budgeted for this purpose.

Dues/Subscriptions: This line item will be used to cover the cost associated with National Family Resource Network Membership **$300.00,** three individual memberships with Arizona Association for Infant Mental Health (AZAIMH) **$60** each for a total of **$180,** Cognito form builder membership cost for a total **$4,000.**

Marketing/Advertising – $3,000 Printing flyers, calendars, and promotion material, including rack cards with QR codes and outreach and engagement branded items to provide to the public.

Professional Development/Staff Training-

A total of **$5050**

National Family Support Summit $1,400.00 for the Family Education Specialist and the Family Education Assistant to attend.

Prevent Child Abuse Arizona Conference $1050 for the Family Services Manager, Family Education Specialist, and the Family Education Assistant to attend.

Protective Factors Training $600.00 for the Family Education Specialist and the Family Education Assistant.

National Car Seat Safety Technician CEU's **$200.00** for the Family Education Specialist and the Family Education Assistant to attend.

BUILD Conference for the Family Services Manager to attend. The Family Services Manager is responsible for managing this contract and all programs and services that are funded through this contract. **$1050**

Food Handlers Training $50 for the Family Education Specialist and Family Education Assistant as well as any volunteers that help run our summer feeding program.

Arizona Association for Infant Mental Health Trainings on various topics for a total of **$700**

Program Materials:

A total of **$30,032.95** is budgeted to purchase materials for workshops, events, and programs aimed at promoting early childhood health, development, and infant attachment. The funds will cover parent workshop consumables (workbooks, completion certificates, handout materials, etc.), decorations and crafting supplies for parenting activities and events, as well as the purchase of car seats to support car seat education and distribution programming.

These materials collectively support the delivery of high-quality, engaging programming that promotes positive parent-child interactions, enhances learning opportunities, and addresses both developmental and safety needs of families served through the program.

Program Supplies – Educational/Other Supplies:

A total of **$15,994.51** is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys and manipulatives such as blocks, puzzles, dolls/puppets, and art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.), as well as serving utensils (such as spoons, forks, napkins, trays, cups, and containers).

These materials support hands-on learning, encourage parent-child interaction, and promote early childhood development across cognitive, social-emotional, and fine motor domains. Providing engaging and developmentally appropriate supplies enhances the quality of programming and ensures families have access to meaningful learning experiences while participating in Resource Center activities.

Program Incentives:

A total of **$18,000.00** is budgeted to purchase incentives for participation in workshops, events, and programs held at the Resource Center. Incentives will include books, developmental and educational materials, and personal hygiene items such as baby wash, lotion, hand soap, shampoo, and other essential care products.

These incentives are designed to encourage participation and engagement in program activities while supporting early literacy, child development, and family well-being. Families who attend activities and programs will have access to these items, which help reinforce learning at home and promote positive parent-child interactions. This approach serves a dual purpose by increasing outreach and awareness of Resource Center services while also providing families with tangible resources that support early childhood development and healthy routines.

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program,but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs***: with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs***: If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement****.*

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Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Jacqueline Gurrero/ Family Education Specialist	Jaqueline is currently in her final semester of school and will be receiving her a Bachelor of Science in Elementary Education/ Child Development. Jaqueline has experience working with young children and their families for the past 13 years. Jaqueline has experience working with tribal communities, Washington School District Family Resource Center, Southwest Human Development, and City of Phoenix as a home visitor with the Early Head start Program. agency.	The Family Education Specialist provides outreach for the Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries, and community organizations. Plans and implements youth programming and related activities to meet community needs based on early childhood development principles and practices. Designs programs that appeal to parents and caregivers of children ages birth to five years. Coordinates early childhood programming at the Resource Center and in the community. Serves as a liaison to school administration; develops and maintains positive working relationships with, local and regional community-based organizations, the faith community and veterans and military support services to provide community awareness for early childhood topics. Attends community events, coordinates various annual family events	*Yes*	*1.0*

		Promotes programs and activities through outreach and marketing; develops flyers and other marketing material for early childhood development programs and services. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First and other funders. Provides support to other related department projects and activities. Preparation of program budget and budget narratives based on projected cost, and submission of complete and timely grants to grantor entities. Assists with obtaining financial support which strengthens and expands existing Avondale Resource and Housing Center services.		
Anthony Quezada/Family Education Assistant	Anthony currently holds a Bachelor of Arts in Psychology with a focus on Family and Human Development. Anthony has been working with families with children ages 0-5 for 4 years. He has experience working with children ages 3-5 and developing curriculums that are developmentally and age appropriate. Anthony facilitated classrooms of 18 children, supporting children develop their social emotional skills through play, learning and modeling. He also supported parents by holding monthly parent meetings to discuss children's progress in the classroom and guided parents how they can extend their child's learning at home by providing weekly activities for families to complete weekly. Anthony was responsible for completing ASQ's as well as hearing and vision screenings.	The Family Education Assistant assists the Family Education Specialist in providing outreach for the Avondale Resource Center and early childhood program coordination in the Resource Center and in First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries and community organizations. Plans and implements youth programming and related activities to meet community needs based on early childhood development principles and practices;	*N/A*	*1.0*

		designs programs that appeal to parents and caregivers of children ages birth to five years.; uses a strengths-based approach and methodology that supports programming and service objectives. Serves as a liaison to school administration; develops and maintains positive working relationships with, local and regional community-based organizations, the faith community and veterans and military support services; attends community events, coordinates various annual family events to support the Family Education Specialist. Works with various service providers to establish partnerships for program development and delivery; Promotes programs and activities through outreach and marketing; develops flyers and other marketing material for early childhood development programs and services. Coordinates a series of Early Childhood focused events in conjunction with other community-based organizations and educational institutions that appeal to families with young children and promote positive early childhood development outcomes. Assists the Family Education Specialist with grant proposal narratives including research for demographic and other data describing funding needs, preparation of program budgets and budget narratives based on projected cost, and submission of complete and timely grants to grantor entities.		

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Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
			Program Total:	***2.0***

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Jerie Guajardo/ Family Services Manger	**3/27/26**
Name/Title	**Date**

CITY COUNCIL REPORT

ITEM NUMBER:	4.m.
SUBJECT:	Resolution 1055-0726 and 1056-0726 – Maintenance Improvement District No. 48 – Avondale 10
MEETING DATE:	7/6/2026
TO:	Mayor and Council
FROM:	Kimberly Moon, Director, Engineering Department
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: (a) approve the Petition for Formation; (b) adopt Resolution 1055-0726, declaring its intention to form the City of Avondale Maintenance Improvement District No. 48, Avondale 10, providing for the assessment; (c) adopt Resolution 1056-0726, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of $0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 48, Avondale 10, located south of Pioneer Street and west of El Mirage Road, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

DISCUSSION:
The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Engineering Department, which recommends that City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner’s Association fails.

The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale’s Subdivision Regulations and State statute governing Maintenance Improvement District formation.

BUDGET IMPACT:
There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:
Staff recommends Council adopt a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 48, Avondale 10, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by the City Engineer and recorded with the Maricopa County Recorder’s Office prior to recordation of the Maintenance Improvement District; and

2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Staff recommends Council authorize the Mayor, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*

RESOLUTION 1055-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 48 – AVONDALE 10, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the "City") has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 48 – Avondale 10 (the "Assessment District") over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the "Assessment Diagram") attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said activities shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District are incidental to the maintenance and preservation of the public roadways and parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district tend to preserve the structural integrity of the public streets and parkway and mitigate flooding of adjacent areas by draining water to and from the public streets and parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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

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

SECTION 2. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the "Work") to be performed: The operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer's estimate for the City of Avondale Maintenance Improvement District No. 48 – Avondale 10, filed with the City Clerk prior to the adoption of this Resolution (the "Plans and Specifications"), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 48 – Avondale 10.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1055-0726

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

EXHIBIT A
MAINTENANCE IMPROVEMENT DISTRICT
LEGAL DESCRIPTION & EXHIBIT MAP FOR
'AVONDALE 10'

A PORTION OF LAND BEING THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, BEING A BRASS CAP IN HANDHOLE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 2614.41 FEET;

THENCE SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SECTION 23, A DISTANCE OF 1307.63 FEET, TO THE POINT OF **POINT OF BEGINNING;**

THENCE SOUTH 01 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 653.83 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 651.51 FEET;

THENCE NORTH 01 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 655.45 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 21 SECONDS EAST, 650.74 FEET, TO THE **POINT OF BEGINNING.**

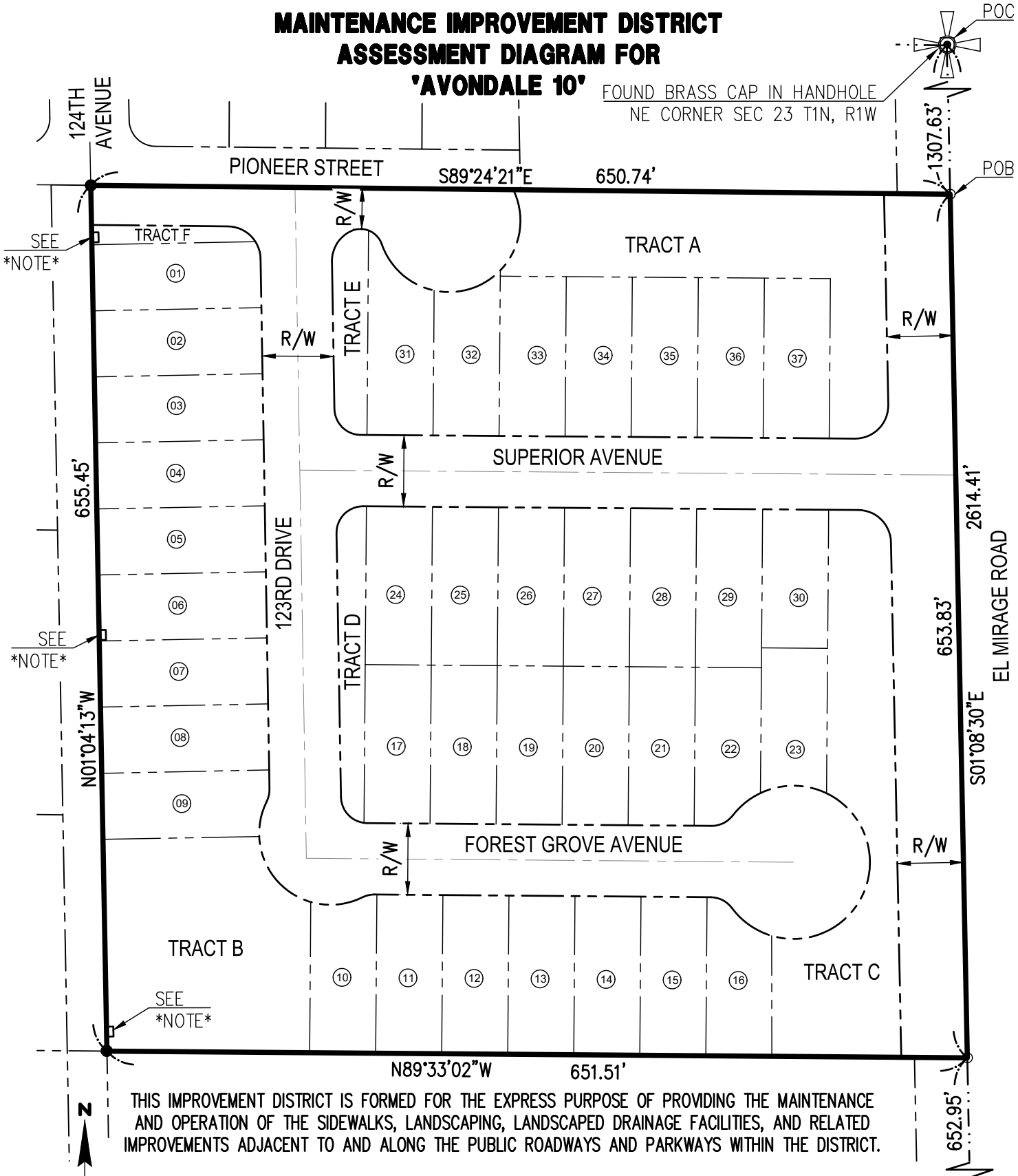
CONTAINING 426,080 SQUARE FEET OR 9.781 ACRES, MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35694
JAMES B.
FLACK
Date Signed 04/28/26
ARIZONA, U.S.A.

Land
DEVELOPMENT GROUP

P 602 889 1984 | F 602 889 0501
8808 N CENTRAL AVE., SUITE 288
PHOENIX, AZ 85020
PHOENIX@LDGENG.COM

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM FOR
"AVONDALE 10"



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SCALE 1" = 100'

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35694
JAMES B. FLACK
Date Signed 04/28/16
ARIZONA, U.S.A.

MAINTENANCE IMPROVEMENT DISTRICT
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LOT 8	6,352	S.F.	0.146	A.C.
LOT 9	6,178	S.F.	0.142	A.C.
LOT 10	5,742	S.F.	0.132	A.C.
LOT 11	6,006	S.F.	0.138	A.C.
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TRACT E	3,882	S.F.	0.089	A.C.
TRACT F	1,565	S.F.	0.036	A.C.
TOTAL NET	302,405	S.F.	6.942	A.C.

RIGHT-OF-WAY AREA TABLE

STREET CLASSIFICATION	R.O.W. DEDICATION	
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COLLECTOR	0	0.000
ARTERIAL	32,694	0.751

TRACT USE TABLE

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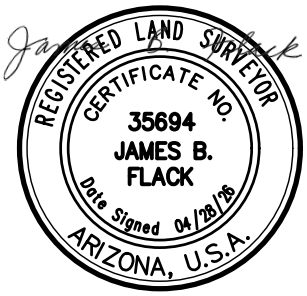

RESOLUTION 1056-0726

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 48 – AVONDALE 10; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the "City Council") has adopted Resolution 1055-0726 declaring its intent to form the City of Avondale Maintenance Improvement District No. 48 – Avondale 10; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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 public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 48 – Avondale 10 (the "District") as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and on file with the

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and related facilities together with appurtenant structures to be assessed, shall pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1056-0726

[Legal Description and Map of Assessment District]

See following pages.

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LEGAL DESCRIPTION & EXHIBIT MAP FOR
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CERTIFICATE NO.
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Date Signed 04/28/26
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MAINTENANCE IMPROVEMENT DISTRICT
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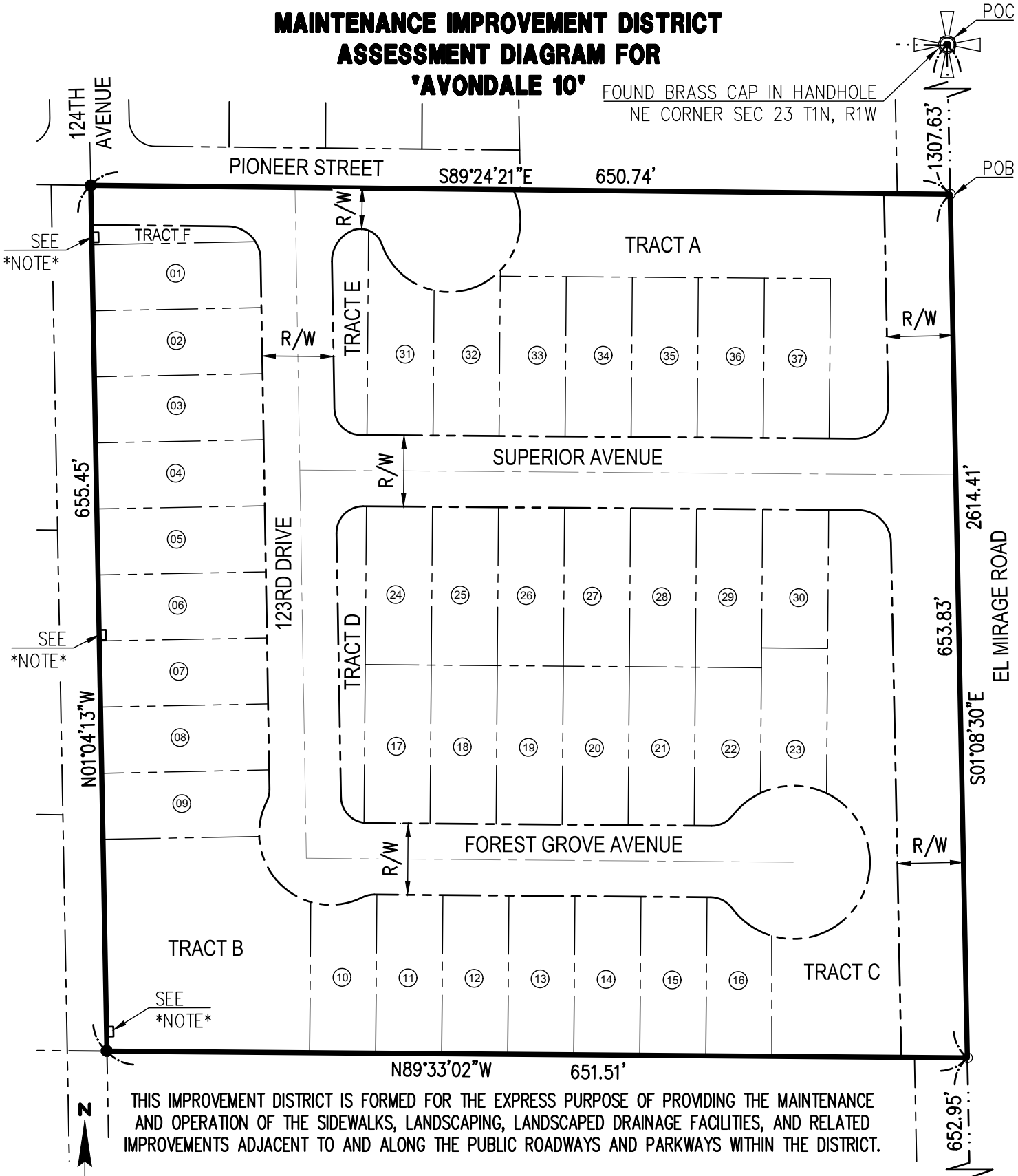

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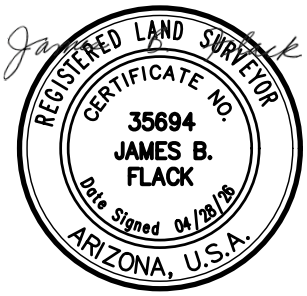

CITY COUNCIL REPORT

ITEM NUMBER: 4.n.

SUBJECT: Ordinance 2021-0726 – Adopting Amendments to Chapter 10 of the City Code, Fire Prevention and Protection, and Declaring as a Public Record and Adopting the 2024 International Fire Code with City of Avondale Amendments to the 2024 International Fire Code.

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

THROUGH: Dale Nannenga, Assistant City Manager

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

STRATEGIC PLAN:

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

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

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2021-0726, amending Chapter 10 of the City Code, Fire Prevention and Protection, and declaring as a public record and adopting by reference the 2024 International Fire Code (IFC) with the Avondale Amendments to the 2024 International Fire Code, 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 periodically updates its fire code to remain current with nationally recognized fire and life safety standards, industry best practices, and the building regulations adopted by neighboring jurisdictions. Chapter 10 of the Avondale Municipal Code currently enforces the 2018 International Fire Code (IFC) and the 2021 Avondale Amendments to the 2018 International Fire Code. These codes were adopted by City Council in January 2021.

The International Code Council (ICC) develops and publishes the International Fire Code through a national consensus process involving fire service professionals, code officials, design professionals, industry representatives, and other stakeholders. The IFC establishes minimum regulations intended to safeguard life and property from fire, explosion, hazardous materials, and other conditions that may pose a threat to public safety.

The proposed ordinance adopts the 2024 International Fire Code and the Avondale Amendments to the 2024 International Fire Code. The amendments include administrative and technical provisions necessary to address local operational needs, maintain consistency with City processes, and support effective fire prevention and life safety enforcement within the City of Avondale.

Staff provided stakeholders within the development community an opportunity to review and provide feedback on the proposed amendments. No comments or requested revisions were received during the review process.

DISCUSSION:

The 2024 International Fire Code includes updates intended to enhance public safety, improve fire and life safety requirements, address emerging technologies, and reflect current industry standards and best practices. The updated code incorporates lessons learned from fire incidents nationwide, advancements in building construction and fire protection systems, evolving hazardous materials regulations, and changing emergency response needs. Adoption of the updated code is necessary to ensure that Avondale's regulatory framework protects public safety and remains aligned with current professional practices.

As part of this update, the Avondale Amendments to the 2024 International Fire Code were comprehensively reviewed and streamlined. Redundant provisions, outdated references, and informational content that is now addressed within the adopted code were removed, resulting in a more concise and user-friendly amendment package while maintaining local requirements necessary to support fire and life safety within the community.

The update to Chapter 10 – Fire Prevention and Protection will achieve the following:

- Adopt the most current nationally recognized fire and life safety standards.
- Improve requirements related to fire apparatus access, water supply, fire protection systems, hazardous materials, and emergency responder safety.
- Address emerging technologies and evolving fire protection practices.
- Remove outdated code references and obsolete administrative language.
- Incorporate updated administrative procedures and enforcement provisions consistent with the 2024 International Fire Code.
- Improve clarity, organization, and alignment with the City's permitting, inspection, and fire prevention processes.
- Streamline local amendments by removing redundant requirements while retaining provisions necessary to address local operational and public safety needs.

In addition, the Avondale Amendments retain or clarify local requirements related to fire apparatus access roads, fire protection water supplies, premises identification, emergency responder access, fire sprinkler and alarm systems, construction site fire safety, mobile food preparation vehicles, and other fire prevention and life safety provisions necessary to support current and future development within the City of Avondale.

BUDGET IMPACT:

There are no budgetary impacts associated with this item.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance amending Chapter 10 of the City Code, Fire Prevention and Protection, and adopting by reference the 2024 International Fire Code (IFC) with the Avondale Amendments to the 2024 International Fire Code. Council action will authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the appropriate documents.

Contact person for document distribution:

Fire Chief Larry Rooney, Fire Marshall Scott Miller, and Sr. Management Analyst Kristin Zipprich

~~*January 19, 2021*~~ *July 6, 2026*

Avondale Amendments to the ~~2018~~ 2024 International Fire Code

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SECTION	AMENDMENT TYPE	SUMMARY OF CHANGES
101.1	Retained	Establishes the official title as the "Fire Code of the City of Avondale."
101.2.1	Modified	Updates adopted appendices and removes Appendix G *(informational, not for adoption)*.
103	Modified	Establishes the Fire Prevention Division; clarifies appointment authority and Fire Marshal duties.
104.4	Retained	Maintains authority for right of entry and inspections by the Fire Marshal and inspection staff.
104.4.1	Retained	Establishes procedures for obtaining inspection warrants when entry is denied.
104.7	Retained	Aligns records retention requirements with Arizona General Retention Schedules.
104.10	Retained	Requires prompt investigation of fires involving injury, death, or property damage.
104.10.1	Retained	Authorizes assistance from law enforcement, task forces, and other agencies during investigations.
105.5.34	New	Aligns mobile food preparation vehicle regulations with A.R.S. § 9-485.01 and HB2118 (annual inspections and reciprocity).
106.2.2	New	Requires fire protection system shop drawings to be reviewed/stamped by a NICET Level III or equivalent professional.
108	Retained	Maintains permit fee, re-inspection, refund, and related fee provisions.
113	Retained	Retains enforcement procedures (violations, civil citations, criminal complaints, appeals, abatements).
114.4	Retained	Maintains penalties for failure to comply with stop work orders.
307	Retained	Maintains restrictions and permit requirements for open burning, bonfires, and recreational fires.
3307.1	New	Clarifies/strengthens fire department access requirements for construction/demolition sites (apparatus, stairs, temporary roads).
503	Modified	Revises fire apparatus access road requirements; removes redundant provisions and pictorial guidance.
505.1	Retained	Maintains approved, visible address identification requirements from the public way.
505.1.1	Retained	Maintains minimum size, contrast, and visibility requirements for address identification.
505.1.2	Retained	Maintains requirements for address visibility from approved fire apparatus access roads.
505.1.3	Retained	Maintains suite, tenant, and unit identification requirements for multi-tenant occupancies.
505.2	Retained	Maintains Knox key box and emergency responder access requirements for buildings and gated sites.
507	Modified	Revises fire protection water supply requirements; removes redundant base code/appendix provisions.
505.1	Retained	Maintains approved, visible address identification requirements from the public way.
505.1.1	Retained	Maintains minimum size, contrast, and visibility requirements for address identification.
507.5.6	New	Establishes Fire Marshal oversight for high-pressure private fire service mains serving hydrants exceeding 100 psi (689 kPa).
901.4.6.1	Retained	Requires direct exterior access and Knox key box access for sprinkler riser and fire pump rooms.
902	Retained	Maintains local fire sprinkler requirements for applicable occupancy classifications.
903.2	Modified	Retains local fire sprinkler requirements for structures exceeding 1,000 sq ft; removes redundant language.
907.1.3.1	Retained	Requires fire alarm control panels to be addressable unless otherwise approved.

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907.2.9.4	Retained	Maintains fire alarm and smoke detection requirements for Group R-4 occupancies.
912.6	Retained	Requires fire protection system water supplies to comply with Engineering Division backflow prevention standards.
2304.4 /5706.5.4.6	Retained	Retains operational and permit requirements for motorsport fueling operations.
4106.2	New	Adds operational requirements and inspection provisions for mobile food preparation vehicles.
5601.2.3	Retained	Maintains the prohibition on storage of explosives and blasting agents (with limited exceptions).
5704.2.13.1.4	Retained	Continues the prohibition on abandoning fuel tanks in place.
5706.2.4.4	Retained	Maintains restrictions on above-ground storage tanks for Class I and II liquids based on zoning.

The International Fire Code, ~~2018~~ 2024 Edition, as published by the International Code Council, is ~~amended in the following respects~~hereby adopted subject to the following amendments. Strikethrough text indicates language removed or provisions reverted to the base code. Yellow Highlights will not remain in the final copy.~~:~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 101.1 is ~~deleted in its entirety and replaced with the following~~amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Avondale, hereinafter referred to as "this code".

~~**101.2 Scope.** This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding all of the following:~~

1. ~~The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices.~~
2. ~~Conditions hazardous to life, property, or public welfare in the occupancy of structures or premises.~~
3. ~~Fire hazards in the structure or on the premises from occupancy or operation.~~
4. ~~Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems.~~
5. ~~Conditions affecting the safety of fire fighters and emergency responders during emergency operations.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Modified to add appendices B. C. D, and removing G. "G" appendix is for information purposes and is not intended for adoption.

Section 101.2.1 is amended to read as follows:

101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendix B, C, D~~E~~, F, ~~G,~~ H, I, L, and N.

~~**101.3 Intent.** The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.~~

~~**101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.~~

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101.5 Validity. In the event any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions hereof, which are determined to be legal; and it shall be presumed that this code would have been adopted without such illegal or invalid parts or provisions.

101.6 Responsible party. For the purpose of this code, unless a particular section, subsection or clause places compliance responsibility upon a different person, the property owner, the tenant or occupant in responsible control of the premises and the person, firm or corporation performing the work all have the duty to ensure that all applicable requirements of this code are complied with. Failure to comply with the provisions of this code or with a lawful order of the fire marshal, subjects the owner, the tenant, or the occupant, and the firm or corporation performing the work to the criminal penalties and civil remedies prescribed in Section 110.

Section 102 is deleted in its entirety and replaced with the following:

102.1 Construction and design provisions. The construction and design provisions of this code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this code.
2. Existing structures, facilities, and conditions not legally in existence at the time of adoption of this code.
3. Existing structures, facilities, and conditions where required in Chapter 11.
4. Existing structures, facilities, and conditions that, in the opinion of the fire marshal, constitute a distinct hazard to life or property.

102.2 Administrative, operational and maintenance provisions. The administrative, operational and maintenance provisions of this code shall apply to:

1. Conditions and operations arising after the adoption of this code.
2. Existing conditions and operations.

102.3 City of Avondale Codes. The following locally adopted codes and terms shall replace the listed referenced documents and terms as follows:

1. Any references to the ICC Electrical Code shall be deleted and the words "electrical code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.
2. Any references to the International Fuel Gas Code shall be deleted and the words "plumbing code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.
3. Any references to the International Plumbing Code or the City of Phoenix Plumbing Code shall be deleted and the words "plumbing code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.
4. Any references to the International Zoning Code shall be deleted and the words "zoning code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.
5. Any references to the International Property Maintenance Code shall be deleted and the words "property maintenance code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.

Any references to the International Private Sewage Disposal Code or International Energy Conservation Code shall be deleted.

102.4 Change of use or occupancy. A change of occupancy shall not be made unless the use or occupancy is made to comply with the requirements of this code and the International Building Code.

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~~**Exception**: Where approved by the fire marshal, a change of occupancy shall be permitted without complying with the requirements of this code and the International Building Code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use or occupancy.~~

~~**102.5 Application of building code.** The design and construction of new structures shall comply with the International Building Code, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the International Building Code, shall be made in accordance therewith.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 102.6 is amended to read as follows:

102.6 Application of residential code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
2. Construction and design provisions of this code pertaining to the installation of fire sprinklers for structures exceeding five thousand (5,000) square feet in area. Where interior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
3. Administrative, operational, maintenance, and hazardous materials provisions of this code shall apply.

~~**102.7 Historic buildings.** The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures do not constitute a distinct hazard to life or property. Fire protection in designated historic buildings shall be provided with an approved fire protection plan as required in Section 1103.1.1.~~

~~**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.~~

~~**102.8.1 Conflicts.** Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.~~

~~**102.8.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.~~

~~**102.9 Subjects not regulated by this code.** Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards, as approved, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the fire marshal to determine compliance with codes or standards for those activities or installations within the fire marshal's jurisdiction or responsibility.~~

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~~**102.10 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, that are not specifically provided for by this code, shall be determined by the fire marshal.~~

~~**102.11 Conflicting provisions.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.~~

~~**102.12 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.~~

~~**102.13 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.~~

~~**Section 103 DEPARTMENT OF FIRE PREVENTION is re-titled and amended as follows:**~~

~~**Title: SECTION 103 COMMUNITY RISK REDUCTION DIVISION**~~
MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 103.1 **is amended to read as follows**~~**is deleted in its entirety and replaced with the following**~~**:**

103.1 General. The ~~Community Risk Reduction~~Fire Prevention Division is established within the City of Avondale under the direction of the ~~f~~Fire ~~m~~Marshal. The function of this Division shall be the implementation, administration and enforcement of the provisions of this code. Any references to the fire code official, within this code, shall be deleted and replaced with ~~f~~Fire ~~m~~Marshal.

NEW AMENDMENT

Section 103.2 is amended to read as follows:

103.2 The Fire Marshal shall be appointed by the City of Avondale Fire Chief.

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section numbers in 2018 IFC Amendments updated from 104.3 to 2024 IFC Section number 104.4

Section 104.4 is amended to read as follows~~**is deleted in its entirety and replaced with the following**~~**:**

~~**104.1 General.** The fire marshal is hereby authorized to enforce the provisions of this code. The fire marshal shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code. Such policies, procedures, rules and regulations shall not have the effect of waiving requirements specifically provided for in this code.~~

~~**104.2 Applications and permits.** The fire marshal is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.~~

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104.~~3~~ 4 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, the City Code, a department policy, or where the ~~f~~Fire ~~m~~Marshal has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code that make the building or premises unsafe, dangerous or hazardous, the ~~f~~Fire ~~m~~Marshal or authorized designee shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the ~~fire~~ Fire ~~marshal~~ Marshal by this code. If such building or premises is occupied, the ~~f~~Fire ~~m~~Marshal shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the ~~f~~Fire ~~m~~Marshal shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the ~~f~~Fire ~~m~~Marshal has recourse to every remedy provided by law to secure entry.

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 104.4.1 is amended to read as follows:

104.4.1 Warrant. As set forth herein, the ~~f~~Fire ~~m~~Marshal may seek the issuance of an inspection warrant by the judge if the ~~f~~Fire ~~m~~Marshal is denied access to any property, building or structure that the ~~f~~Fire ~~m~~Marshal has authority to inspect. The ~~f~~Fire ~~m~~Marshal shall, in a supporting affidavit, establish that there is probable cause that a violation of this Code or the City Code exists and that the proposed inspection is reasonable and necessary. Probable cause may be established based on any of the following:

1. Previous inspections have shown violations, and the present inspection is necessary to determine whether those violations have been abated.
2. Complaints have been received and presented to the ~~f~~Fire ~~m~~Marshal from persons~~,~~ who by status or position have personal knowledge of the violations of law occurring on the subject property, building or structure.
3. A construction permit has been issued, and the present inspection is necessary to determine conformance with this code.
4. An operational permit has been issued, and the present inspection is necessary to determine conformance with this code.
5. The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criterion supporting the need for the inspection.

~~**104.4.1 Occupied Properties.** In executing an inspection warrant on an occupied property, the fire marshal shall, before entry, make a reasonable effort to present the person's credentials, authority and purpose to the owner, occupant, agent, manager or person in possession of the property and produce the warrant or a copy thereof upon request. A copy of the warrant shall be left with the owner, occupant, agent, manager or person in possession of the property.~~

~~**104.4.2 Unoccupied Properties.** In executing an inspection warrant on an unoccupied property, the fire marshal authorized to execute the warrant need not inform anyone of the person's authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case, a copy of the inspection warrant shall be conspicuously posted on the property.~~

~~**104.4.3 Refusal.** Any person who willfully refuses to permit an inspection lawfully authorized by warrant issued pursuant to this section is guilty of a class 1 misdemeanor.~~

~~**104.4.4 Execution.** An inspection warrant shall be executed within five (5) calendar days from its issuance. The warrant shall be returned to the city Judge within three (3) court business days after the inspection warrant is executed.~~

~~**104.5 Identification.** The fire marshal shall carry proper identification when inspecting structures or premises~~

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~~in the performance of duties under this code.~~

~~**104.6 Orders, notices, and tags.** The fire marshal is authorized to issue such notices or orders as are required to affect compliance with this code in accordance with Section 110.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 104.7 is amended to read as follows:

104.7 Official records. The ~~f~~Fire ~~m~~Marshal shall keep official records as required by the State of Arizona General Retention Schedules.

EXCEPTION: Official records of activities conducted on behalf of the Office of the State Fire Marshal shall be retained for a period of five (5) years.

~~**104.8 Approved materials and equipment.** Materials, equipment and devices approved by the fire marshal shall be constructed and installed in accordance with such approval.~~

~~**104.8.1 Material and equipment reuse.** Materials, equipment and devices shall not be reused or reinstalled unless such elements have been reconditioned, tested and placed in good and proper working condition and approved.~~

~~**104.8.2 Technical assistance.** To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire marshal, the fire marshal is authorized to require the owner or owner's authorized agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the fire marshal and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire marshal is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.~~

~~**104.9 Modifications.** Where there are practical difficulties involved in carrying out the provisions of this code, the fire marshal shall have the authority to grant modifications for individual cases, provided the fire marshal shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention.~~

~~**104.10 Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the fire marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the fire marshal shall respond in writing, stating the reasons why the alternative was not approved.~~

~~**104.10.1 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.~~

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~~**104.10.2 Tests.** Where there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the fire marshal shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the fire marshal shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the fire marshal for the period required for retention of public records.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 104.11 and 104.11.1 are amended to read as follows:

104.11 Fire investigations. The fire department shall investigate or cause to be investigated promptly the cause, origin and circumstance of each and every fire occurring in the jurisdiction involving loss of life or injury to a person or destruction or damage to property, and if it appears to the member of the fire department making the investigation that such fire is of suspicious origin, the member shall notify the appropriate law enforcement agency and shall secure the site until the law enforcement agency takes control of the site. The fire investigator shall continue to pursue the investigation to its conclusion.

104.11.1 Assistance from other agencies. Police, Maricopa County Arson Task Force, other fire departments, and enforcement agencies shall have authority to render necessary assistance in the investigation of fires when requested to do so.

~~**104.12 Authority at fires and other emergencies.** The fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, or any part thereof, shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty. In the exercise of such power, the fire chief is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene, and is authorized to remove, or cause to be removed or kept away from the scene, any vehicle, vessel or thing that could impede or interfere with the operations of the fire department and, in the judgment of the fire chief, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of property in the vicinity thereof.~~

~~**104.12.1 Barricades.** The fire chief or officer of the fire department in charge at the scene of an emergency is authorized to place ropes, guards, barricades or other obstructions across any street, alley, place or private property in the vicinity of such operation so as to prevent accidents or interference with the lawful efforts of the fire department to manage and control the situation and to handle fire apparatus.~~

~~**104.12.2 Obstructing operations.** Persons shall not obstruct the operations of the fire department in connection with extinguishment or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.~~

~~**104.12.3 Systems and devices.** Persons shall not render a system or device inoperative during an emergency unless by direction of the fire chief or fire department official in charge of the incident.~~

NEW AMENDMENT

Amended to align with A.R.S. §9-485.01 and HB2118

Section 105.5.34 is amended to read as follows:

105.5.34 Mobile food preparation vehicles. Mobile food preparation vehicles shall not be required to obtain a special permit that is not required for other mobile vending businesses. Mobile food units are required to be

inspected by an Arizona city or town fire department before operation.

EXCEPTION: If the mobile food vendor provides evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding twelve (12) months.

~~**Section 105.6.15 is deleted in its entirety.**~~

~~**Section 105.6.16 is deleted in its entirety and replaced with the following:**~~

~~**105.6.16 Flammable and Combustible Liquids.** An operational permit is required;~~

1. ~~To use or operate a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the off-site transportation in pipelines regulated by the Department of Transportation (DOTn) nor does it apply to piping systems.~~
2. ~~To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following:~~
    a. ~~The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire marshal, would cause an unsafe condition.~~
    b. ~~The storage or use of paints, oils, varnishes, or similar flammable mixtures when such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.~~
3. ~~To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.~~
4. ~~To store, handle, or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment.~~

    ~~**Exception:** Fuel oil and used motor oil used for space heating or water heating.~~

5. ~~To remove Class I or II liquids from an under-ground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes.~~
6. ~~To operate refineries, distilleries, plants, terminals, wells, and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.~~
7. ~~To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank.~~
8. ~~To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.~~
9. ~~To manufacture, process, blend or refine flammable or combustible liquids.~~
10. ~~To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at racetracks, commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707.~~
11. ~~To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental, construction or manufacturing establishments.~~

~~**Section 105.6.20 is deleted in its entirety and replaced with the following:**~~

~~**105.6.20 Hazardous Materials.** An operational permit is required to store, transport on site, dispense, use or~~

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handle hazardous materials in excess of the amounts listed in Table 105.6.20. A hazardous materials assessment fee shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution and shall be required for the annual inventory assessment, administrative process and code research activities.

Section 105.7 is deleted and replaced with the following:

105.7 Required construction permits. The fire marshal is authorized to issue construction permits for work as set forth in Section 105.7.1 through 105.7.28.

105.7.1 Access. A construction permit is required for premise identification review, identification of fire protection equipment, key boxes, stairwell identification, and address directories. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.2 Automatic fire-extinguishing systems. A construction permit is required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.3 Battery systems. A permit is required to install stationary storage battery systems regulated by Section 1206.2.

105.7.4 Capacitor energy storage systems. A permit is required to install capacitor energy storage systems regulated by Section 1206.3.

105.7.5 Compressed gases. Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of ser- vice, or close or substantially modify a compressed gas system.

Exceptions:

1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

105.7.6 Cryogenic fluids. A construction permit is required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a construction permit.

105.7.7 Emergency responder radio coverage system. A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.8 Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.9 Fire apparatus access roads. A construction permit is required to install or modify temporary or permanent fire apparatus access roads and fire lane markings.

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105.7.10 Fire pumps and related equipment. A construction permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.11 Firefighter breathing air system. A construction permit is required for installation of or modification of a firefighter breathing air system.

105.7.12 Flammable and combustible liquids. A construction permit is required:

1. To install, repair or modify a pipeline for the transportation of flammable or combustible liquids.
2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.
3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.

105.7.13 Fuel cell power systems. A construction permit is required to install stationary fuel cell power systems.

105.7.14 Gas detection systems. A construction permit is required for the installation of or modification to gas detection systems. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.15 Gates and barricades. A construction permit is required for the installation of or modification to required pedestrian and vehicular gate or barricade. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.16 Hazardous materials. A construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.

Exceptions:

1. Routine maintenance.
2. For repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

105.7.17 High-piled combustible storage. A construction permit is required for the installation of or modification to a structure exceeding 500 square feet, including aisles, for high-piled combustible storage. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.18 Industrial ovens. A construction permit is required for installation of industrial ovens covered by Chapter 30.

Exceptions:

1. Routine maintenance.
2. For repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

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105.7.19 LP-gas. A construction permit is required for installation of or modification to an LP-gas system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.20 Motor vehicle repair rooms and booths. A construction permit is required to install or modify a motor vehicle repair room or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.21 Plant extraction systems. A construction permit is required to install or modify a plant extraction system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.22 Private fire hydrants and fire service mains. A construction permit is required to install or modify private fire hydrants, and private fire service mains.

105.7.23 Smoke control or smoke exhaust systems. Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a permit.

105.7.24 Solar photovoltaic power systems. A construction permit is required to install or modify solar photovoltaic power systems on or adjacent to commercial structures. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.25 Special event structure. A single construction permit is required to erect and take down a temporary special event structure.

105.7.26 Spraying or dipping. A construction permit is required to install or modify a spray room, dip tank or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.27 Standpipe systems. A construction permit is required for the installation, modification or removal from service of a standpipe system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.7.28 Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m2).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.
3. Tents and awnings open on all sides, which comply with all of the following:
4. Individual tents shall have a maximum size of 700 square feet (65 m2).
5. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.
6. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.

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NEW AMENDMENT

Section 106.2.2 is amended to read as follows:

106.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the construction documents and shall be approved prior to the start of installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9. Construction documents (shop drawings) for fire protection systems shall be reviewed and stamped by a design professional with a minimum of NICET level III or equivalent certification.

PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 106 to 2024 IFC Section number 108

Section 10~~6~~8 is amended to read as follows~~is deleted in its entirety and replaced with the following~~:

10~~6~~8.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

10~~6~~8.2 Schedule of permit fees. The fees for plan review, appeals, fire watch personnel, construction and operational permits, inspections, and certificates shall be in accordance with the city adopted fee schedule, as amended.

10~~6~~8.3 Work commencing before permit issuance. A person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to an additional fee in accordance with the city adopted fee schedule, which shall be in addition to the required permit fees.

10~~6~~8.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

10~~6~~8.5 Refunds. The ~~f~~Fire ~~m~~Marshal may authorize a refund under the following circumstances upon written application filed by the original permittee not later than ninety (90) days after the date of fee payment.

1. The ~~f~~Fire ~~m~~Marshal shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.
2. The ~~f~~Fire ~~m~~Marshal shall be permitted to authorize refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. The ~~f~~Fire ~~m~~Marshal shall be permitted to authorize refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 107.5 to 2024 IFC Section number 109.5

Section 10~~7~~9.5 is amended to read as follows~~is added to read as follows~~:

10~~7~~9.5 Re-inspection. A re-inspection fee may be assessed for each inspection or re-~~-~~inspection when such portion of work for which inspection is called or scheduled is not complete or when corrections are not made. If the items that were identified during the previous inspection are not corrected at the time of the re-inspection, no further fire inspections will be scheduled until a re-inspection fee is paid. Re-inspection fees may also be assessed when the permit is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date and t~~-~~ime for which inspection is requested, failure to have a competent party on-site or for deviating from plans requiring the

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approval of the ~~f~~Fire ~~m~~Marshal; or failing to provide the correct address so that an inspection cannot be made as scheduled. Each re-inspection will be assessed this fee.

PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 110 to 2024 IFC Section number 113

Section 11~~0~~3 is amended to read as follows~~is deleted in its entirety and replaced with the following sections:~~:

Title: SECTION 11~~0~~3 ENFORCEMENT

11~~0~~3.1 General.

1. The city shall proceed either civilly or criminally against any person who is found to be responsible for causing, permitting, facilitating, or aiding or abetting any violation of any provision of this code or for failing to perform any act or duty required by this chapter. A written notice of violation shall be issued to the alleged violator, in accordance with the provisions of Section 11~~0~~3.3. If the violation is not remedied within the time frame specified in the notice of violation, a citation may be issued.
2. Each day a violation of any provision of this chapter or the failure to perform any act or duty required by this code continues shall constitute a separate violation or offense.
3. It shall be unlawful for any responsible party who has received a notice of a violation to sell, transfer, mortgage, lease or otherwise dispose of such property until the provisions of this code have been complied with, or until such responsible party first furnishes the grantee, transferee, mortgagee or lessee a true copy of any notice issued by the ~~f~~Fire ~~m~~Marshal or ~~his~~ authorized designee and furnishes to the ~~f~~Fire ~~m~~Marshal or ~~his~~ authorized designee a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of such notice and fully accepting the responsibility without condition for making the corrections or repairs required by such notice.
4. When two (2) or more ~~persons~~people have liability to the city or are responsible for a violation of this code, their responsibility shall be joint and several.
5. Violations of this code are in addition to any other violation enumerated within the City Code and in no way limit the penalties, actions or procedures which may be taken by the city for any violation of this chapter, which is also a violation of any other provision of the City Code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these, or any other remedies authorized by law.
6. Any responsible party failing to comply with the provisions of this chapter shall be deemed guilty of a misdemeanor for those offenses deemed criminal under this chapter or a civil violation for all other offenses.

11~~0~~3.2 Owner of record. The owner(s) of record~~,~~ as recorded in the Maricopa County Recorder's Office or as stated on the Maricopa County Assessor's Office tax bill, may be presumed to have lawful control over any building or parcel of land.

11~~0~~3.3 Notice of Violation. The ~~f~~Fire ~~m~~Marshal or ~~his~~ authorized designee shall seek voluntary compliance with the provisions of this code before issuing a civil citation or criminal complaint, as applicable. This shall include a written notice of violation served on the responsible person or persons.

1. A notice of violation may be issued by the ~~f~~Fire ~~m~~Marshal or their deputies, any code enforcement officer, police officer, or other city agent or employee duly authorized by the ~~c~~City ~~m~~Manager.
2. A notice of violation shall include:
    a. Identification of the property or location of the violation;
    b. A statement of the violation(s) in sufficient detail to allow a responsible party to identify and correct the problem;
    c. A re-inspection date; and

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d. The name of the person at the city to contact for further information.

3. A notice of violation shall be deemed effective on the date when the written notice is:
    a. Hand delivered in person to the owner, occupant, manager, or agent of the premises where the violation has occurred, or to the person responsible for the violation.
    b. Posted on or about the entrance of the premises where the violation occurred.
    c. Mailed by certified or first-class mail, postage prepaid addressed to the owner, occupant, agent, manager or responsible person at the last known mailing address and three business days have elapsed.
    d. Served on the owner, occupant, agent, manager or responsible person by the same manner as provided in the Arizona Rules of Civil Procedure.
    e. For the purpose of parking violations, placed on the subject vehicle's windshield or mailed by certified or first-class mail to the subject vehicle's registered owner's last known address with the Arizona Motor Vehicle Division.
4. Except in cases involving health and safety violations, imminent hazards, recidivist offenders, or as otherwise prescribed by ordinance, a responsible person will be provided with an appropriate time for compliance.
5. Failure of the responsible party, property owner, occupant, manager or authorized agent of the property owner to receive a notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.
6. Nothing in this section shall prevent the city from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

11~~0~~3.4 Civil citations.

1. Unless otherwise designated as a criminal offense in this code, if a violation continues past the time provided for voluntary compliance in the notice of violation, a civil citation may be issued to the person responsible for the violation.
2. A civil citation may be issued by the ~~f~~Fire ~~m~~Marshal or their deputies, any code enforcement officer, inspector, police officer, or other city agent or employee duly authorized by the ~~c~~City ~~m~~Manager.
3. The citation shall include the date of the violation, the location of the property and reference(s) to the section(s) of the code violated.
4. The citation shall direct the defendant to pay the fine imposed pursuant to Section 11~~0~~3.5 or appear in municipal court within ten (10) days of the issuance of the citation.
5. The citation shall provide notice that if the defendant fails to pay the fine or appear in city court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear as set forth in Section 11~~0~~3.5.
6. Service of the citation may be accomplished and will be deemed proper and complete by any of the following means:
    a. Hand delivering the citation to the defendant.
    b. Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address. If the citation is returned showing that the certified mail was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such citation.
    c. Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.
    d. Service of a citation for a parking violation may be accomplished by placing a copy of the citation on the subject vehicle's windshield or by mailing the citation by certified or registered mail, return receipt requested to the subject vehicle's registered owner's last known address on file with the Arizona Motor Vehicle Division.

11~~0~~3.5 Civil procedure.

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1. The defendant shall, within ten (10) days of the issuance of the citation, either pay the fine indicated on the citation or appear in city court to admit or deny the allegations contained in the citation.
    a. The defendant may pay the fine in person or by mailing the citation with a check for the amount of the fine to the city court. By paying the fine, the defendant admits the violation described in the citation and accepts responsibility for the offense.
    b. The defendant may appear in person or through an attorney in city court and either admit or deny the allegations contained in the citation. If the defendant admits the allegations, the court shall immediately enter a judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for the matter.
2. If the defendant fails to pay the fine or appear in city court as directed by the citation, the court shall enter a default judgment and impose the fine and default fee required by Section 11~~0~~3.6.
3. If the defendant fails to appear at the time and place set for hearing by the court, the court shall enter a default judgment and impose the fine and default fee required by Section 11~~0~~3.6.
4. The Arizona Rules of Procedure in Civil Traffic Violation cases shall be followed by the city court for civil violations of this chapter, except as modified or where inconsistent with the provisions of this chapter, local rules of the city court or rules of the Arizona Supreme Court.

11~~0~~3.6 Civil penalties.

1. Any person that violates this chapter shall be subject to a civil penalty of two hundred fifty dollars ($250.00) base fine for the first violation, five hundred dollars ($500.00) base fine for a second violation and one thousand dollars ($1,000.00) base fine for a third violation in any twenty-four (24)-month period. The dates of the offenses are the determining factor for calculating the twenty-four (24)-month period.
2. Any defendant that fails to pay the fine or appear in municipal court as directed by a citation issued pursuant to this chapter, or who fails to appear at the time and place set for hearing of a matter arising under this chapter, shall be subject to an additional default fee as established by the city court.
3. Any judgments issued by the city court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this chapter.
4. Judgments shall be collected in the same manner as any other civil judgment as provided by law.

11~~0~~3.7 Recidivist offenders. Any person deemed to be a recidivist offender shall be penalized and fined subject to the provisions of Section 1-9(d)(6) of the City Code.

11~~0~~3.8 Criminal complaints. The ~~f~~Fire ~~m~~Marshal or any other city agent or employee duly authorized by the ~~c~~City ~~m~~Manager may seek the issuance of a criminal complaint by a police officer or the Avondale City Prosecutor for criminal prosecution of any person who commits a criminal offense as set forth in this chapter.

1. Every criminal action and proceeding under this chapter shall be designated a class one misdemeanor and commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure.
2. Upon conviction of a person for a criminal offense, the court may impose any combination of the following:
    a. A sentence of incarceration not to exceed six (6) months in jail.
    b. A base fine not to exceed two thousand five hundred dollars ($2,500.00), exclusive of penalty assessments prescribed by law.
    c. A term of probation.
    d. Notwithstanding the elective penalty above, a recidivist offender shall be subject to the penalties set forth in Chapter 1 of the City Code.

11~~0~~3.9 Abatement costs.

1. If the owner or occupant of any property within the city does not remove or abate from its property a violation that constitutes a hazard to public health and safety within thirty (30) days after written notice has been served by the city, the city may, at the expense of the owner or occupant, remove or cause the removal thereof and the record owner shall be liable for all costs incurred. The notice shall include the estimated cost of such removal to the city if the owner or occupant does not comply.
2. Any person who places, deposits, leaves or causes in or upon any public street, alleyway, sidewalk, park or other city building or property a violation that constitutes a hazard to public health and safety shall be liable for all costs incurred by the city to remove or clean up such violation.
3. When the city has affected removal or abatement of a violation that constitutes a hazard to public safety from any building or property pursuant to this section, the actual cost of such removal, including twenty-five (25) percent for additional inspection and other incidental costs in connection therewith, shall become an assessment upon the building or real property from which such violation is removed. The owner of record of such property shall be liable for the payment of same. If the actual cost for removal, including twenty-five (25) percent for additional inspection and other incidental costs in connection therewith, has not been paid within thirty (30) days of billing by the city, such assessment shall be recorded in the office of the county recorder. From the date of the recording, it shall be a lien on such building or property until paid. Such liens shall be prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.
4. A prior assessment against the building or property shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same property may be enforced in the same action.
5. A notice of abatement or assessment may be appealed to the ~~c~~City ~~m~~Manager for an administrative hearing for review of such notice. A request for an administrative hearing shall be made within the time frame prescribed for compliance in the notice and within thirty (30) calendar days from the date of the assessment.

11~~0~~3.10 Administrative Appeal. Whenever a violation of this code has been found and the applicant wishes to appeal the decision of the ~~f~~Fire ~~m~~Marshal or ~~his~~ authorized designee because the code or the rules legally adopted there under have been incorrectly interpreted or an equivalent method of protection or safety is proposed, an appeal may be filed as follows:

1. The applicant shall file a written appeal, within ten (10) working days after receiving notice of the violation. The appeal shall be filed with the City Manager or ~~his~~ authorized designee and a copy filed with the Fire Chief. Upon filing, the applicant may request an informal review before the ~~f~~Fire ~~m~~Marshal.
2. The appeal will be heard by the City Manager or ~~his~~ designee within fifteen (15) working days after the request is filed. The City Manager, or an authorized representative, may use a Committee consisting of such staff as is deemed appropriate to provide advice on the appeal.
3. The applicant shall provide specific information on the basis for the appeal and the relief requested.
4. If the City Manager upholds the decision of the ~~f~~Fire ~~m~~Marshal, the applicant shall comply with the requirement(s) of the fire code.

PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 112.4 to 2024 IFC Section number 114.4

Section 11~~2~~4.4 is amended to read as follows~~is modified to read as follows~~:

11~~2~~4.4 Failure to comply; fees. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties subject to the provisions of Section 10-42 of the City Code.

PREVIOUSLY ACCEPTED AMENDMENT

Section 307 is amended to read as follows~~is deleted in its entirety and replaced with the following~~:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning, bonfires, recreational fires, or portable outdoor fireplaces unless conducted and approved in accordance with Sections 307.2 through 307.7.

307.2 Burning prohibited. Open burning, bonfires, recreational fires, and portable outdoor fireplaces shall be prohibited when restricted by the Maricopa County Air Quality Department (MCAQD), or when the ~~f~~Fire ~~m~~Marshal determines local circumstances make such fires hazardous.

307.3 Inappropriate Fuel. An inappropriate fuel includes, but is not limited to: leaves, grass clippings, green plants, refuse, paper, rubbish, books, magazines, fiberboard, packaging, rags, fabrics, animal waste, animal carcasses, coal, waste oil, liquid or gelatinous hydrocarbons, tar, asphalt products, waste petroleum products, paints and solvents, chemically soaked wood, wood with a moisture content of greater than twenty (20) percent, treated wood, plastic or plastic products, rubber or rubber products, office records, sensitive or classified wastes, or any substance which normally emits dense smoke or obnoxious odors other than paper to start the fire or properly seasoned wood.

307.4 Permit required. A permit shall be obtained from the ~~f~~Fire ~~m~~Marshal in accordance with Section 105.6 prior to kindling a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.4.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.5 Extinguishment authority. Where open burning, bonfires, recreational fires, or portable outdoor fireplaces creates or adds to a hazardous situation, is prohibited by Section 307.2, the location does not comply with the requirements of Section 307.6, or a bonfire has been kindled without obtaining a permit, the ~~f~~Fire ~~m~~Marshal is authorized to order the extinguishment of the fire.

307.6 Location. The location of open burning, bonfires, recreational fires, and portable outdoor fireplaces shall be in accordance with Sections 307.6.1 through 307.6.4.

307.6.1 Open burning. The location for open burning shall be not less than fifty (50) feet (15,-240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within fifty (50) feet (15,-240 mm) of any structure.

~~Exceptions~~EXCEPTIONS:

1. Fires in approved containers that are not less than fifteen (15) feet (4,572 mm) from a structure.
2. The minimum required distance from a structure shall be twenty-five (25) feet (7,620 mm) where the pile size is three (3) feet (914 mm) or less in diameter and two (2) feet (610 mm) or less in height.

307.6.2 Bonfires. A bonfire shall not be conducted within fifty (50) feet (15,-240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within fifty (50) feet (15,-240 mm) of a structure shall be eliminated prior to ignition.

307.6.3 Recreational fires. Recreational fires shall not be conducted within twenty-five (25) feet (7,620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within twenty-five (25) feet (7,620 mm) of a structure shall be eliminated prior to ignition.

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307.6.4 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within fifteen (15) feet (3,048 mm) of a structure or combustible material.

307.7 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one (1) portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

~~**Section 319 is deleted in its entirety and replaced with the following:**~~

~~**319.1 General.** Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section and A.R.S. § 9-485, as amended.~~

~~**319.2 Permit required.** Permits are required as set forth in Section 105.6.~~

~~**319.3 Exhaust hood.** Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with section 607.~~

~~**319.4 Fire protection.** Fire Protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.~~

~~**319.4.1 Fire protection for cooking equipment.** Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with section 904.12.~~

~~**319.4.2 Fire extinguisher.** Portable fire extinguishers shall be provided in accordance with section 906.4.~~

~~**319.5 Appliance connection to fuel supply piping.** Gas cooking appliances shall be secured in place and connected to fuel supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector an appliance manufacturer's instructions.~~

~~**319.6 Cooking oil storage containers.** Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons and shall be stored in such a way as not to be toppled or damaged during transport.~~

~~**319.7 Cooking oil storage tanks.** Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.~~

~~**319.7.1 Metallic storage tanks.** Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.~~

~~**319.7.2 Nonmetallic storage tanks.** Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:~~

~~1. Tanks shall be listed for the use with cooking oil, including maximum temperature to which the tank will be exposed during use.~~

~~2. Tank capacity shall not exceed 200 gallons per tank.~~

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319.7.3 Cooking oil storage system components. Metallic and nonmetallic cooking oil storage system components shell include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents, and other related components used for the transfer of cooking oil.

319.7.4 Design criteria. The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures, and structural stresses to be encountered by the components.

319.7.5 Tank venting. Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5.1 Normal vents. Normal vents shall be located above the maximum normal liquid line and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.2 Emergency vents. Emergency relief vents shall be located above the maximum normal liquid line and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

319.8 LP-gas systems. Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

319.8.1 Maximum aggregate volume. The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds propane capacity.

319.8.2 Protection of container. LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

319.8.3 LP-gas container construction. LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

319.8.4 Protection of system piping. LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

319.8.5 LP-gas alarms. A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

319.9 CNG systems. where CNG Systems provide fuel for cooking appliances, such systems shall comply with sections through 319. 9.4.

319.9.1 CNG containers supplying only cooking fuel. CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with sections 319.9.1.1 through 319.9.1.3.

319.9.1.1 Maximum aggregate volume. The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds water capacity.

319.9.1.2 Protection of container. CNG containers shall be securely mounted and re strain to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

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319.9.1.3 CNG container construction. CNG containers shall be in NGV- 2 cylinder.

319.2 CNG containers supplying transportation and cooking fuel. Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.3 Protection of system piping. CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.4 Methane alarms. A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 Maintenance. Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections through 319.10.3.

319.10.1 Exhaust systems. The exhaust system, including hood, grease removal devices, fans, ducts, and other appurtenances, shall be inspected, and cleaned in accordance with section 607.3.

319.10.2 Fire protection systems and devices. Fire Protection systems and devices shall be maintained in accordance with section 901.6.

319.10.3 Fuel gas systems. LP- gas containers installed on the vehicle and fuel- gas piping systems shall be inspected annually by an improved inspection agency or a company that is registered with the US Department of Transportation to requalify LP- gas cylinders , to ensure that the system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every three years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

Chapter 5 is deleted in its entirety and replaced with the following:

Title: Chapter 5: FIRE SERVICE FEATURES SECTION 501 GENERAL

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter.

501.2 Permits. A permit shall be required as set forth in Sections 105.6 and 105.7.

501.3 Construction documents. Construction documents for permits set forth in Section 501.2 shall be submitted to the fire department for review and approval prior to construction.

501.4 Timing of installation. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with Section 505.2.

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~~**SECTION 502 DEFINITIONS**~~

~~**502.1 Definitions.** The following terms are defined in Chapter 2:~~

~~**AGENCY.**~~
~~**FIRE APPARATUS ACCESS ROAD.**~~
~~**FIRE COMMAND CENTER.**~~
~~**FIRE DEPARTMENT MASTER KEY. FIRE LANE.**~~
~~**KEY BOX.**~~
~~**TRAFFIC CALMING DEVICES.**~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Modified to remove redundancies covered in the base code and removing pictorial guidance.

Section 503 is amended to read as follows:

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building, hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within one hundred fifty (150) feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for single- or two-family residences, the path of measurement shall be along a minimum of a ten (10) -foot (3,048 mm) wide unobstructed pathway around the external walls of the structure.

~~Exceptions~~**EXCEPTIONS:**

1. The ~~f~~Fire ~~m~~Marshal is authorized to increase the dimension where any of the following conditions occur:
    a. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.3.
    b. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, irrigation channels, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
    c. There are not more than two (2) single-family dwellings, Group R-3 or Group U occupancies.
    d. Where approved by the ~~f~~Fire ~~m~~Marshal.
2. Where approved by the ~~f~~Fire ~~m~~Marshal, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.1.2 Additional access and obstructions to access. The ~~f~~Fire ~~m~~Marshal is authorized to require more than one (1) fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.2.1 Fences. When installed fences cause the distances from an approved fire department access road to exceed the maximum distance allowed in Section 503, a pedestrian gate~~, in accordance with Section 515.1.3.1,~~

shall be provided in the fence to maintain the required fire department access. The gate shall be a minimum four (4) feet (1,219 mm) in width and be equipped with a key box in accordance with Section ~~510~~506.

503.1.2.2 Other obstructions to access. When other obstructions are installed that cause the distances from an approved fire department access road to exceed the maximum distance allowed in Section 503, the ~~f~~Fire ~~m~~Marshal is authorized to require additional fire protection as specified in Section 901.4.45.

~~**503.1.2.3 Pedestrian gates.** Pedestrian gates installed as part of the required fire department access shall comply with Section 515.1.3.1.~~

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than twenty (20) feet (6,096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than fourteen (14) feet six (6) inches (4,267 mm).

~~Exceptions~~EXCEPTIONS:

1. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be twenty-six (26) feet (7,925 mm), exclusive of shoulders, for a distance twenty (20) feet (6,096 mm) before and after the center of the fire hydrant.
2. Where buildings exceeding thirty (3)0 feet or three (3) stories in height shall have a minimum road width shall be twenty-six (26) feet (7,925 mm), exclusive of shoulders.

503.2.2 Authority. The ~~f~~Fire ~~m~~Marshal shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing up to seventy thousand (70,000) pounds (~~34 050~~31,752 kg.) and shall be surfaced to provide all-weather driving capabilities.

503.2.3.1 Construction. Fire department access during construction, at a minimum, shall be as follows:

1. Minimum of six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698),
2. Minimum of four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent of standard proctor density (ASTM D 698),
3. Water drainage shall be directed away from the fire apparatus access road.

The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31-,752 kg) with a maximum axle load of twenty-eight thousand (28,000) pounds (12,-701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the fire marshal.

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503.2.4 Turning radius. Fire apparatus access roads shall have a minimum forty-five (45)-foot centerline radius on curves.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of one hundred fifty (150) feet (45,-720 mm) in length shall terminate in an approved turnaround in accordance with City of Avondale Supplement to Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction Standard Detail A1118 or as directed by the ~~f~~Fire ~~m~~Marshal.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load enough to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the ~~f~~Fire ~~m~~Marshal. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the ~~f~~Fire ~~m~~Marshal.

~~**503.2.6.1 Sign Specification.** Vehicle load limit sign shall be constructed with a thickness of .080 aluminum construction with a white 3M Scotchlite reflective background with a black face equivalent to MUTCD Series R12-1 sign.~~

~~**Figure 503.2.6.1**~~
~~**Vehicle Load Limit Sign – Example**~~

~~**503.2.61.2 Mounting.** Vehicle load limit signs shall be installed in an approved manner.~~

503.2.7 Longitudinal slope. The longitudinal slope of the fire apparatus access road shall not exceed seven (7) percent.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the ~~f~~Fire ~~m~~Marshal based on the fire department's apparatus.

503.2.9 Loading areas and passenger drop-off areas. On private property, where fire apparatus access roads are utilized for loading or unloading or are utilized for passenger drop off or pickup, an additional eight (8) feet (2,438 mm) of width shall be added to the fire apparatus access road. This width is in addition to the minimum twenty (20)-foot (6,096 mm) access road width exclusive of shoulders.

503.2.10 Vehicle passing points. When fire department access roads exceed three hundred (300) feet in length, vehicle passing points shall be installed at intervals not to exceed three hundred (300) feet. Vehicle passing points shall be a minimum of thirty (30) feet in width exclusive of shoulders and fifty (50) feet in length.

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503.3 Alternative surface fire apparatus access roads. Alternative surface fire apparatus access roads shall be in accordance with this section and Section 503.2. The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the ~~f~~Fire ~~m~~Marshal.

503.3.1 Report. Alternative surface fire apparatus access roads shall be designed by an engineer registered by the State of Arizona. The engineer shall prepare a sealed design report for submittal to and approval by the fire department. Plans shall be sealed and submitted with the report

503.3.2 Stabilization. Stabilization of the fire apparatus access road surface shall be addressed in the alternative surface fire apparatus access road report and may be accomplished by curbing.

At a minimum, the surface of fire apparatus access roads shall be as follows:

1. Minimum six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698), and
2. Minimum four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent of standard proctor density (ASTM D 698).

The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the fire marshal.

503.3.3 Compaction. Minimum ninety-five (95) percent compaction of subgrade soil is required.

503.3.4 Curbs. A rolled curb shall be installed at the entrances to fire apparatus access roads in accordance with ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction Standard Detail 220 or as directed by the ~~f~~Fire ~~m~~Marshal.

503.3.5 Marking. The curb shall be painted red or red four (4)-inch by four (4)-inch DOT approved retroreflective reflectors shall be installed to define the width of alternative surface fire apparatus access roads. The reflectors shall be imbedded into bordering curbing at intervals not exceeding twenty-five (25) feet (4,572 mm).

503.3.6 Special inspections. An Arizona-registered professional engineer shall conduct a special inspection and provide required documentation in accordance with Section 503.3.1 prior to final approvals being issued for the alternative surface fire apparatus access road.

~~**503.3.7 Special inspection documentation.** The special inspection documentation shall include, but not be limited to, the following:~~

~~1. Subgrade soil compaction report.~~

~~2. Base material quality, thickness and compaction.~~

~~3. Concrete depth and compressive strength, when applicable.~~

~~4. An evaluation of the installation in accordance with design drawings and manufacturer specifications.~~

~~5. Crown and drainage requirements.~~

~~6. Stabilization (if curbing is not used).~~

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503.4 Private residential streets. Private residential streets shall be installed and arranged in accordance with ~~this s~~Sections 503.4.1 through 503.4.11.

~~Exception~~**EXCEPTION:** Alternate designs approved in accordance with Section 104.

503.4.1 Tract. The private residential street shall be placed into a tract. The tract shall be dedicated as an easement for emergency vehicles through the subdivision's recorded final plat.

503.4.2 Asphalt concrete pavement width. Asphalt concrete pavement width shall be a minimum of thirty-eight (38) feet (10.4 m) measured from back of curb to back of curb.

503.4.3 Asphalt concrete pavement thickness. Asphalt concrete pavement thickness shall be a minimum of three (3) inches (77 mm) and shall consist of one (1) lift. All construction materials shall conform to ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications, Sections 321 and 710.

503.4.4 Asphalt concrete pavement slope. The asphalt concrete pavement shall have a two (2) percent minimum cross slope as measured from the street centerline to the lip of gutter.

503.4.5 Base course. The base course shall be a minimum of eight (8) inches (204 mm) and be prepared in accordance with ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications, Sections 310 and 702.

503.4.6 Subgrade. The subgrade shall be prepared in accordance with ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications Section 301.

503.4.7 Gutter. Depending on stormwater design, a Type C roll curb or Type A vertical curb and gutter may be utilized in accordance with ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction Standard Detail 220.

503.4.8 Fire hydrants. Where a fire hydrant is located on a private residential street, parking will be prohibited on the same side of the street as the fire hydrant for a distance twenty (20) feet (6,096 mm) before and after the center of the fire hydrant. Prohibited parking areas will be marked in accordance with Section~~s~~ 503.5~~.2 and 503.5.2.6~~.

~~**503.4.9 Fire lane marking.** Where required by the fire marshal, approved signs or other approved notices or markings that include the words FIRE LANE NO PARKING shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof in accordance with Section 503.5.~~

~~**503.4.10 Additional design requirements.** Private residential street Sections shall be in accordance with Sections 503.2.4 through 503.2.8~~

~~**503.4.11 Signs.** Identification and traffic control signs will be provided in accordance with the City of Avondale Engineering Division requirements.~~

503.5 Fire lane marking. Where required by the ~~f~~Fire ~~m~~Marshal, approved signs or other approved notices or

markings that include the words FIRE LANE-NO PARKING shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall always be maintained in a clean and legible condition and be replaced or repaired when necessary to provide adequate visibility.

503.5.1 Where required. Fire lane marking will be required in accordance with Sections 503.5.1.1 to 503.5.1.3.

~~**503.5.1.1 Marking not required.** A fire apparatus access road that is greater than 36 feet (10 973 mm) in width shall not be required to have fire lane marking.~~

503.5.1.~~2~~ 1 Marking on both sides of a road. When a fire apparatus access road is less than twenty-eight (28) feet (8,534 mm) in width, fire lane marking is required on both sides of the fire apparatus access road.

503.5.1.2 Marking on one side of a road. When a fire apparatus access road is twenty-eight (28) feet (8,534 mm) or greater and less than or equal to thirty-six (36) feet (10,973 mm) in width, fire lane marking is required to be installed on a minimum of one side of the fire apparatus access road.

503.5.1.3 Authority. The ~~f~~Fire ~~m~~Marshal shall have the authority to require fire lane marking where fire lane markings are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

~~**503.5.2 Fire lane marking.** Fire lane marking shall be in accordance with this section.~~

~~**503.5.2.1 Fire lane signs.** Fire apparatus access roads shall be identified by fire lane signs as follows:~~

1. ~~FIRE LANE NO PARKING signs shall comply with Figures 503.5.2.1(a) through 503.5.2.1(b) and the following;~~
    a. ~~The sign plate shall be a minimum of 12 inches (305 mm) wide by 18 inches (457 mm) high with a thickness of .080 aluminum construction,~~
    b. ~~The sign face shall have a white reflective background with a red legend. Use of standard 3M Scotchlite sign face MUTCD Series R7 or equivalent, with red screen printed lettering.~~
2. ~~Plaques shall comply with Figure 503.5.2.1(c) and the following;~~
    a. ~~The sign plate shall be a minimum of 12 inches (305 mm) wide by 6 inches (158 mm) high with a thickness of .080 aluminum construction,~~
    b. ~~The sign face shall have a white reflective background with a red legend. Use of standard 3M Scotchlite sign face MUTCD Series R7 or equivalent, with red screen printed lettering.~~
3. ~~Signs shall be attached to an approved stationary pole set in concrete a minimum depth of 18 inches (457 mm).~~
4. ~~The bottom of each sign shall be 7 feet (2137 mm) above grade.~~
5. ~~Signs shall face oncoming traffic.~~
6. ~~Signs shall be set back from the curb line or sidewalk a minimum of 12 inches (305 mm) to a maximum of 18 inches (457 mm).~~
7. ~~Signs shall always be plainly visible. Vegetation or other obstructions shall be located such that a minimum 3 foot (914 mm) clearance is maintained along the line of sight.~~

~~**Figure 503.5.2.1(a)**~~

~~**Typical FIRE LANE NO PARKING Sign**~~

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Figure 503.5.2.1(b)
Universal Symbol FIRE LANE – NO PARKING Sign

Figure 503.5.2.1 (c) Sign Plaque

503.5.2.2 Curbs. Curbs used for marking of fire apparatus access roads shall be identified by red paint on both the top and face along the entire length of the fire apparatus access road including bullnose or island curbs. Where no curb exists or a rolled curb is installed, a 6-inch (152 mm) wide red stripe applied the full length of the fire apparatus access road shall be installed.

503.5.2.3 Fire lane marking – Option 1. Fire lane marking Option 1 shall meet all the following:

1. A sign meeting the requirements of Section 503.5.2.1 shall be installed a maximum of 15 feet (4572 mm) from the beginning and end of the fire apparatus access road.
2. FIRE LANE-NO PARKING signs will be installed between the beginning and ending sign at a spacing not to exceed 75 feet (22860 mm).

503.5.2.4 Fire lane marking – Option 2. Fire lane marking Option 2 shall meet all the following:

1. A sign meeting the requirements of Section 503.5.2.1 with a "BEGIN" plaque shall be installed a maximum of 15 feet (4572 mm) from the beginning of the fire apparatus access road.
2. The curb or lane edge adjacent to the fire apparatus access road shall be painted in accordance with Section 503.5.2.2.
3. A sign meeting the requirements of Section 503.5.2.1 with a "END" plaque shall be installed a maximum of 15 feet (4572 mm) from the end of the fire apparatus access road.

503.5.2.5 Fire lane marking – Option 3. Fire lane marking Option 3 shall meet all the following:

1. A sign meeting the requirements of Section 503.5.2.1 shall be installed a maximum of 15 feet (4572 mm) from the beginning and end of the fire apparatus access road.

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2. Additional FIRE LANE-NO PARKING signs will be required between the beginning and ending sign at a spacing not to exceed 75 feet (22860 mm).
3. The curb or lane edge adjacent to the fire apparatus access road shall be painted in accordance with Section 503.5.2.2.

503.5.2.6 Fire lane marking – Fire Hydrant. Fire lane marking – Fire Hydrant shall meet all the following:

1. A sign meeting the requirements of Section 503.5.2.1 with a "BEGIN" plaque shall be installed at the beginning of the prohibited parking area, and
2. A sign meeting the requirements of Section 503.5.2.1 with a "END" plaque shall be installed at the end of the prohibited parking area.

503.5.2.7 Enhanced marking. The fire marshal is authorized to require new and existing fire lanes to be enhanced with additional markings to improve the identification of fire apparatus access roads. Enhanced markings shall be in accordance with Sections 503.5.2.7.1 through 503.5.2.7.3 or other fire marshal approved method.

503.5.2.7.1 Stenciling. When required, the stenciling shall state "FIRE LANE – NO PARKING." Lettering shall be white and shall be a minimum of 3 inches (76 mm) high with ½ inch (13 mm) brush stroke. Stenciling shall be applied at approved locations to the face of curbs and top of stripes meeting the requirements of Section 503.5.2.2.

503.5.2.7.2 Signs. When required, approved signs in accordance with Section 503.5.2.1 will be installed at required locations.

503.5.2.7.3 Striping. When required, diagonal striping across the width of the fire lane will be installed in an approved configuration.

503.6 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall always be maintained.

503.6.1. Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the ~~f~~Fire ~~m~~Marshal.

503.7 Required gates or barricades. The ~~f~~Fire ~~m~~Marshal is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways in accordance with this section ~~and Section 515~~. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200

503.7.1 Secured gates and barricades. Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.7 shall not be trespassed on or used unless authorized by the owner and the ~~f~~Fire ~~m~~Marshal.

~~Exception~~**EXCEPTION:** The restriction on use shall not apply to public officers acting within the scope of duty.

503.7.2 Security gates. The installation of security gates across a fire apparatus access road shall be approved

by the ~~f~~Fire ~~m~~Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall always be maintained operational. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.7.3. Chains. Chains alone across a fire apparatus access road is prohibited.

~~**SECTION 504 COMMERICAL AND INDUSTRIAL DEVELOPMENTS**~~

~~**504.1 Buildings exceeding three stories or 30 feet in height.** Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.~~

~~**504.1.1 Underground structures.** Underground structures within 10 feet of a fire apparatus access roads must meet the additional requirement of Section 505.5.~~

~~**504.2 Buildings exceeding 62,000 square feet in area.** Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m2) shall be provided with two separate and approved fire apparatus access roads.~~

> ~~**Exception:** Projects having a gross building area of up to 124,000 square feet (11,520 m2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.~~

~~**504.3 Remoteness.** Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.~~

~~**SECTION 505 AERIAL FIRE APPARATUS ACCESS ROADS**~~

~~**505.1 Where required.** Where the vertical distance between the fire apparatus access road and the highest roof surface exceeds 30 feet (9144 mm), an approved aerial fire apparatus access road shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.~~

~~**505.2 Width.** Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.~~

~~**505.3 Proximity to building.** At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire marshal.~~

~~**505.4 Obstructions.** Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire marshal.~~

~~**505.5 Point Load.** Aerial fire apparatus access roads shall be designed with a surface capable of an outrigger point load of 44,928 pounds over and area of 24 inches by 24 inches square (4.0 square feet).~~

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SECTION 506 MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

506.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

> **Exception:** Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1.

506.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

506.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION 507 ONE- OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENTS

507.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire marshal.

507.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses

SECTION 508 ACCESS TO BUILDING OPENINGS AND ROOFS

508.1 Required access. Exterior doors and openings required by this code or the International Building Code shall be maintained readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided.

508.2 Maintenance of exterior doors and openings. Exterior doors and their function shall not be eliminated without prior approval. Exterior doors that have been rendered nonfunctional and that retain a functional door exterior appearance shall have a sign affixed to the exterior side of the door with the words THIS DOOR BLOCKED. The sign shall consist of letters having a principal stroke of not less than 3/4 inch (19.1 mm) wide and not less than 6 inches (152 mm) high on a contrasting background. Required fire department access doors shall not be obstructed or eliminated. Exit and exit access doors shall comply with Chapter 10. Access doors for high-piled combustible storage shall comply with Section 3206.6.1.

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~~**508.3 Stairway access to roof.** New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3 percent slope), shall be provided with a stairway to the roof. Stairway access to the roof shall be in accordance with Section 1011.12. Such stairway shall be marked at street and floor levels, in an approved location, with an approved sign in accordance with Section 508.3.1. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification.~~

~~**508.3.1 Signs.** Stairway access sign design shall include the following;~~

1. ~~The sign face shall be 12-inch by 14-inch and fabricated from .080 aluminum sheet with 1.5-inch radius corners,~~
2. ~~Font style used shall be Handel Gothic BT Capital fonts,~~
3. ~~The design face shall have a white 3M Diamond Grade Reflective Sheeting (DG3 4090 Series or equivalent) applied as a background to the aluminum plates,~~
4. ~~Lettering/numbering shall be high performance, non-reflective, cuttable vinyl (3M 7725 Series or equivalent) inverse cut to allow white reflective background to show through,~~
5. ~~All sign imaging shall follow the reflective sheeting manufacturer's match component system,~~
6. ~~Signs shall contain the following information;~~
    a. ~~Stairway name, 1.25-inch by .25-inch lettering,~~
    b. ~~"STANDPIPE" or "NO STANDPIPE", 1-inch by 3/16-inch lettering,~~
    c. ~~Floor letter or number, 5-inch by 7/8-inch lettering,~~
    d. ~~Floor range, 1.25-inch by 3/16-inch lettering, and~~
    e. ~~Braille ADA information, if required by the others.~~

PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 509 to 2024 IFC Section number 505)

Modified to remove redundancies covered in the base code and removing pictorial guidance.

Section 505 is amended to read as follows:

SECTION 50~~9~~5 PREMISES IDENTIFICATION

50~~9~~5.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the ~~f~~Fire ~~m~~Marshal, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of four (4) inches (101.6 mm) high with a minimum stroke width of 5/8-inch (15.87 mm) on a contrasting background. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

50~~9~~5.2 Premise identification for residential occupancies. Premise identification for residential occupancies shall be in accordance with Section 505.

50~~9~~5.2.1 Single-family homes. The address numbers for single-family homes that are Group R-3 occupancies shall be a minimum of four (4) inches (101.6 mm) high, with a minimum 5/8-inch (15.87 mm) brush stroke on a contrasting background.

50~~9~~5.2.2 Address marking of multifamily residential occupancies other than R-3 occupancies. The

address, individual building, spread, and dwelling numbers in other than Group R-3 occupancies shall be in accordance with Sections 50~~9~~5.2.2.1 through 50~~9~~5.2.2.6.

50~~9~~5.2.2.1 Building or site address. The street address numbers shall be a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) wide brush stroke on contrasting color. For buildings less than one hundred (100) feet (30,480 mm) long, a minimum of one address shall be provided. For buildings greater than one hundred (100) feet (30,480 mm) in length, the address is required in a minimum of two (2) places. Each building in a complex shall display its own identification.

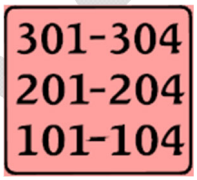
50~~9~~5.2.2.2 Building identification numbers. Each building shall display its specific alphabetical or numerical designation which must be clearly visible from the fire apparatus access road. The building identification numbers shall be a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) brush stroke on contrasting color. For buildings less than one hundred (100) feet (30,480 mm) long, a minimum of one building identification number per building shall be provided.

50~~9~~5.2.2.3 Spread numbers. Spread numbers shall be provided adjacent to the building identification numbers to indicate the apartment or unit numbers by floors in the building. Spread numbers shall be a minimum of seven (7) inches (178 mm) high with a one (1)-inch (25 mm) brush stroke on a contrasting background.

50~~9~~5.2.2.4 Unit identification at entrances. When more than one dwelling or unit is accessed from an entrance, a spread plate is required. The spread numbers are required to be internally or externally illuminated.

~~**Figure 509.2.2.4**~~

~~**Unit Entrance Spread Sign – Example**~~



50~~9~~5.2.2.5 Apartment or unit numbers. Individual apartment or unit numbers shall be a minimum of four (4) inches (102 mm) high with a minimum 5/8-inch (15.87 mm) brush stroke on a contrasting background.

50~~9~~5.2.2.6 Additional unit identification signs. Where a building is not visible from the fire apparatus access road, an approved directional sign indicating the location of the unit is required. ~~in accordance with the following:~~

~~**509.2.2.6.1 Signs.** Directional sign design shall include the following:~~

1. ~~The sign face shall be 32 inch by 24 inch and fabricated from .080 aluminum sheet with 1.5 inch radius corners,~~
2. ~~Font style used shall be Arial Black font. Fonts used for addressing must be legible and easy to read. The use of different fonts must be approved by the fire marshal,~~
3. ~~The design face shall have a white 3M Diamond Grade Reflective Sheeting (DG3~~
4. ~~4090 Series or equivalent) applied as a background to the aluminum plates,~~
5. ~~Lettering/numbering shall be high performance, non-reflective, cuttable vinyl (3M 1170 Series or equivalent) inverse cut to allow white reflective background to show through, and~~
6. ~~All sign imaging shall follow the reflective sheeting manufacturer's match component system.~~

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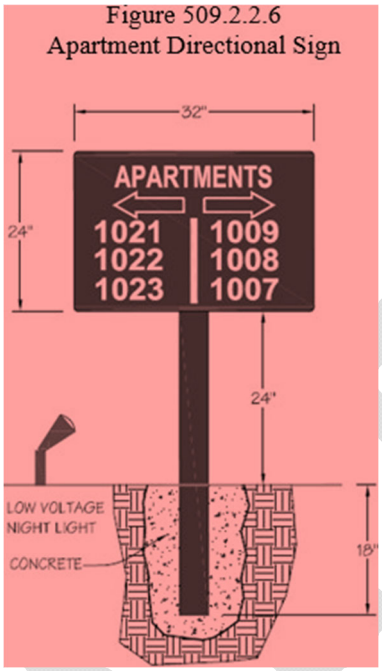
~~7.~~

Figure 509.2.2.6
Apartment Directional Sign



50~~9~~5.3 Premise identification for commercial buildings. Commercial buildings less than two hundred (200) feet (60,~~-~~960 mm) long and one hundred (100) feet (30,~~-~~480 mm) from the road shall be identified with building address numbers that are a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) brush stroke on contrasting background. The address shall be visible from all access directions.

When buildings are more than two hundred (200) feet (60,~~-~~960 mm) long or set back from the road more than one hundred (100) feet (30,~~-~~480 mm) they shall be identified with building address numbers that are a minimum of twenty-four (24) inches (610 mm) high with a four (4)-inch (102 mm) brush stroke of a contrasting color.

When buildings are greater than five hundred (500) feet (152,~~-~~400 mm) in length, the number and address shall be provided in a minimum of two (2) locations. When buildings have multiple access points, numbers and addresses shall be provided at each access point.

50~~9~~5.3.1 Multitenant commercial buildings. Individual tenant spaces in multitenant commercial buildings shall have their address or suite number posted at the front entrance and rear access doors. This number shall be a minimum of six (6) inches (152 mm) high with a one (1)-inch (25 mm) brush stroke on a contrasting background.

50~~9~~5.3.2 Multiple buildings at a single address. Each building shall display its specific alphabetical or numerical designation that shall be clearly visible from the fire apparatus access road ~~(see Section 509.3 for minimum letter height and brush stroke requirements)~~.

~~509~~505.4 Address directories.

~~509~~505.4.1 When required. An approved address directory shall be provided at properties containing any one of the following:

1. More than one (1) principal building.

2. Buildings with unit identification numbers randomly numbered or sequenced.
3. When, in the opinion of the Fire Marshal, emergency response may be delayed due to the physical layout of the complex.

509.4.2 Specifications. Address directories shall be constructed and installed in accordance with this section.

509.4.3 Dimensions. The number of buildings in the complex shall determine the minimum dimensions of the address directory. Minimum address directory dimensions shall be as follows:

1. Complexes containing 12 or fewer buildings require a minimum 3 by 3 feet (914 by 914 mm) [9 square feet (0.836 m2)] site directory.
2. Complexes containing 13 to 30 buildings require a minimum 4 by 4 feet (1219 by 1219 mm) [16 square feet (1.486 m2)] site directory.
3. Complexes containing 31 or more buildings require a minimum 5 by 5 feet (1524 by 1524 mm) [(25 square feet (2.323 m2)] site directory. Stanchions or supports shall not be included in the 5 by 5 feet required size of the address directory.

509.4.4 Framing. Framing materials shall not encroach upon the address directory face by more than 11/2 inches (39 mm).

509.4.5 Protection. The address directory shall be protected against vandalism and disfigurement by a clear polycarbonate cover, which shall have a minimum thickness of 1/8 inch (3.17 mm) and be sealed to protect the address directory from weather.

509.4.6 Illumination. Address directories shall be internally illuminated utilizing white light.

509.4.7 Installation requirements. Support posts or stanchions shall be set in concrete. Directories with dimensions of 3 by 3 feet (914 by 914 mm) [9 square feet (0.836 m2)] shall be mounted with the bottom of the address directory not less than 36 inches (914 mm) above grade.

Address directories with dimensions of 4 by 4 feet (1219 by 1219 mm) [16 square feet (1.486 m2)] and 5 by 5 feet (1524 by 1524 mm) [25 square feet (2.32 m2)] shall be mounted with the bottom of the address directory not less than 12 inches (305 mm) above grade.

509.4.8 Depictions. All depictions must be clear, easily understood, and legible at 8 feet (2438 mm). The address directory shall depict structures, building numbers, units, apartment or space numbers, tennis courts, swimming pools, elevators, driveways, streets, laundry rooms, fire hydrants, fire apparatus access roads and other features as determined by the fire department. The depictions shall comply with the following:

1. Address directories shall be a dark print on a contrasting light background. Buildings shown on the address directory shall not be the same color as other features indicated on the address directory.
2. The name and address of the complex are required and shall not exceed 10 percent of the total size of the site directory.
3. Swimming pools, canals, and waterway areas shall be translucent blue.
4. Tennis courts shall be translucent green.
5. Fire hydrants shall be a 1/4 inch (6.35 mm) diameter black circle filled in with a translucent yellow center. The abbreviation "HYD" must be affixed by the location of the fire hydrant on the address directory.
6. The address directory shall be properly oriented to the viewer with a red dot that is 1 inch (25 mm) in diameter, that is with the words "YOU ARE HERE" affixed at the appropriate location on the address directory.

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7. A north arrow shall be included in the upper-right quadrant of the address Directory. The arrow shall be a minimum of 3 inches (76 mm) in length with a minimum 1 inch (25 mm) brush stroke.
8. Interior fire apparatus access roads, where provided, shall be marked on the address directory with red crosshatching.

509.4.9 Setbacks. The address directory shall be installed on the occupancy's property, at locations approved by the fire department. Placement of the address directory shall be as follows:

1. The address directory shall be set back from the street or curbing at least 25 feet (7620 mm) to allow emergency vehicles to clear the public right-of-way.
2. Shall not exceed 4 feet (1219 mm) from the edge of the fire apparatus access road facing the direction of oncoming traffic.
3. Shall not conflict with traffic visibility zones as provided for by other ordinances.
4. Shall be immediately visible and free from obstructions including architectural design and landscaping.

509.4.10 Prohibitions. Information such as advertising or additional artwork shall not be allowed on the address directory.

509.4.11 Maintenance. All premise identification shall be maintained clearly visible and free from obstructions, including landscaping.

509.5 Street or road signs. Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

SECTION 510 KEY BOXES

510.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire marshal is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire marshal.

When a building, other than a single-family residence or Group R-3 occupancies, is monitored off-site for security, fire, or other service that notifies the fire department, a key box shall be installed in accordance with this Section.

Card access, magnetic locks and electronic type locks on ingress/egress control doors that are required for fire fighter access within suites and buildings are required to unlock upon fire alarm, other than manual pulls. Electric strikes shall release unless keys are provided in accordance with Section 510.1.5 and free exit is provided in accordance with Section 1008.1.3.4.

510.1.1 Location. Key boxes shall be located as follows:

1. Adjacent to the main entry of the building.
2. Adjacent to the exterior entrance door to each exterior fire riser room or area.
3. Adjacent to the exterior entrance door to each fire pump room.
4. Adjacent to the exterior entrance door to the fire command center, if applicable.
5. Adjacent to the exterior entrance door to each electrical equipment room provided with a service

disconnect.

6. Adjacent to exterior building access doors serving storage arrays so travel distance to a key box does not exceed 100 feet.
7. Adjacent to commercial pool enclosure entrance(s).
8. Adjacent to each exterior stairway access door.
9. As required on access gates.
10. Additional key boxes may be required by the fire marshal based on the size, layout, and use of the building.

510.1.2 Height. The key box shall be mounted about 5 feet (1524 mm) above grade.

510.1.3 Visibility. The key box shall be illuminated to be immediately visible to fire personnel from the emergency apparatus. Posts, fences, vehicles, growth, trash, storage, and other materials shall not be placed or kept near key boxes in a manner that would prevent the key boxes from being immediately discernible.

510.1.4 Marking of keys for fire department access. Each key shall be provided with a water-resistant tag and be color-coded to identify its function as follows:

1. Green for access gates.
2. Yellow for elevators.
3. Red for the fire command center.
4. Blue for keys related to water access (e.g., gates to swimming pools).
5. White for master keys.

Keys that are required to access secured areas for a function not listed above shall be provided with water-resistant tags. The tags shall be marked in a contrasting color with the key's function and room number. The terminology used to mark the tags shall provide immediate understanding as to the key's function.

510.1.5 Number of sets of keys. All keys shall be provided in full sets; a minimum of one set for access shall be provided. Key boxes at stairways shall provide two sets per box. Buildings with fire service elevators shall provide three sets per fire service designated elevator.

510.2 Locks. An approved lock shall be installed on gates or similar barriers when required by the fire marshal.

510.3 Swimming pool gates. All swimming pool pedestrian access gates in multifamily and commercial occupancies that are locked shall be provided with an approved key box in accordance with Section 515.1.3.1. Where a card reader system is installed, a key box with toggle switch or gate switch must be installed in accordance with Figure 510.3.

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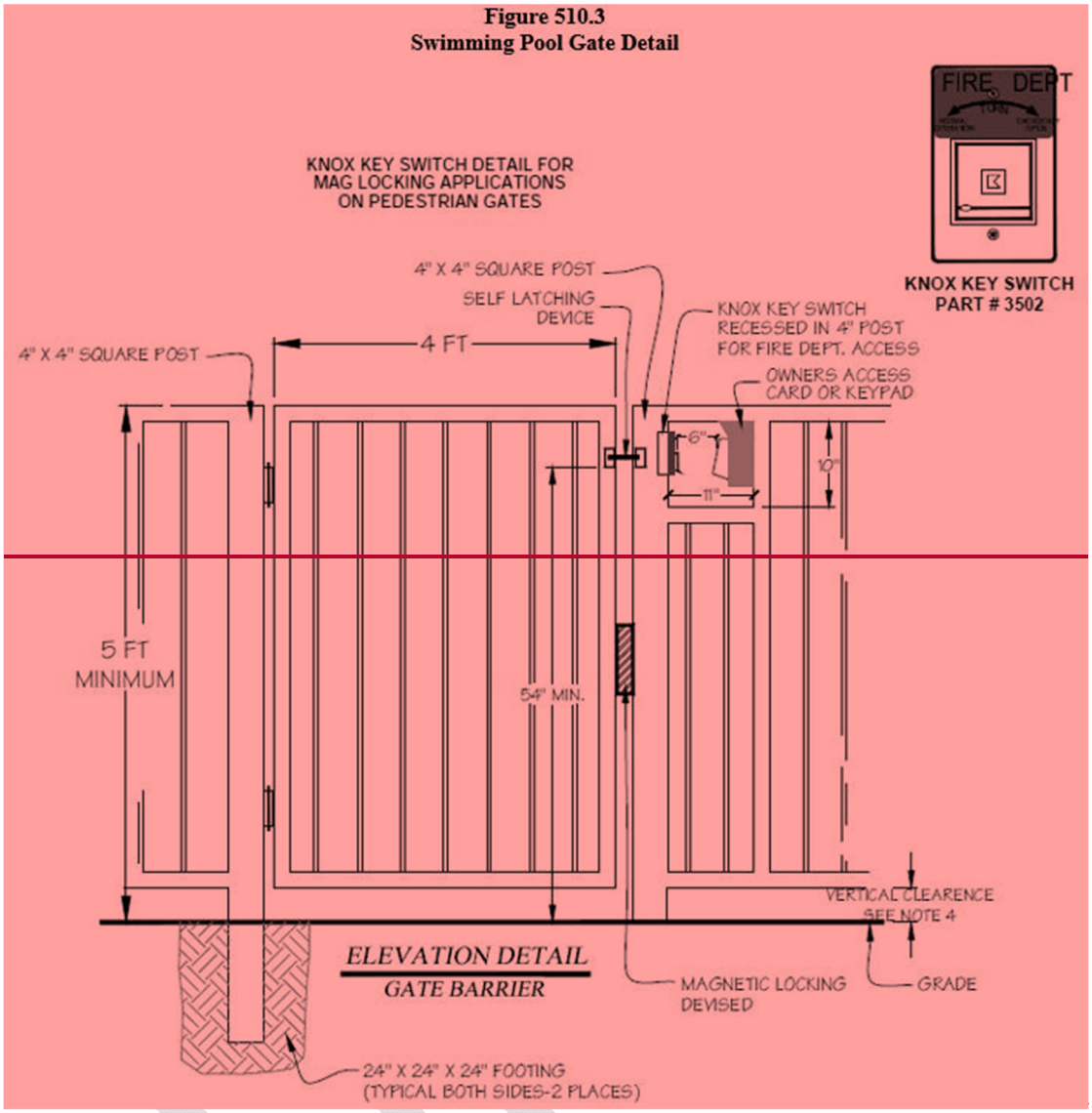
Figure 510.3
Swimming Pool Gate Detail



~~**510.4 Key boxes for non-standardized fire service elevator keys.** Key boxes provided for non-standardized fire service elevator keys shall comply with Section 510.1 and all the following:~~

1. ~~The key box shall be compatible with an existing rapid entry key box system in use in the jurisdiction and approved by the fire marshal.~~
2. ~~The front cover shall be permanently labeled with the words "Fire Department Use Only – Elevator Keys."~~
3. ~~The key box shall be mounted at each elevator bank at the lobby nearest to the lowest level of fire department access.~~
4. ~~The key box shall be mounted 5 feet 6 inches (1676 mm) above the finished floor to the right side of the elevator bank.~~
5. ~~Contents of the key box are limited to fire service elevator keys. Additional elevator access tools, keys and information pertinent to emergency planning or elevator access shall be permitted where authorized by the fire marshal.~~
6. ~~In buildings with two or more elevator banks, a single key box shall be permitted to be used where such elevator banks are separated by not more than 30 feet (9144 mm). Additional key boxes shall be provided for each individual elevator or elevator bank separated by more than 30 feet (9144 mm).~~

~~**Exception:** A single key box shall be permitted to be located adjacent to a fire command center or the nonstandard fire service elevator key shall be permitted to be secured in a key box used for other purposes and located in accordance with Section 510.1.~~

~~**510.5 Key box maintenance.** The operator of the building shall immediately notify the fire marshal and provide the ew key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.~~

~~**510.6 Retroactive upgrade required.** Existing key boxes, padlocks, and switches which are inconsistent with the p proved Knox Company keyway shall be upgraded as required by the fire marshal.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section number in 2018 IFC Amendments updated from 507 to 2024 IFC Section number 511)

Modified to remove redundancies covered in the base code, to align section numbers and remove pictorial guidance.

Section 507 is amended to read as follows:

SECTION ~~511~~ 507 FIRE PROTECTION WATER SUPPLIES

~~511~~507.1 **Required water supply.** An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

~~511~~507.2 **Type of water supply.** A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow.

~~511~~507.2.1 **Private fire service mains.** Private fire service mains and appurtenances shall be installed in accordance with the ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction; the City of Avondale Supplement to ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction; NFPA 24, and this section.

~~**511.2.1.1 Hydraulic calculations.** Calculations shall be submitted to verify the private fire service main(s) will provide the minimum required fire flow, as determined by Section 511.3, to the hydraulically most demanding on-site hydrants with the water supply that is available to the system.~~

~~**511.2.1.2 System flow requirement.** The hydraulically most demanding hydrant will be assigned a minimum flow rate of 1,500 gpm (5678 L). An additional 1,000 gpm (4546 L), or remainder of the required fire flow, as determined by Section 507.3, shall be added at each successive hydrant until the minimum required fire flow has been reached.~~

~~511~~507.2.1.3 **System pressure requirement.** A minimum of twenty (20) psi (138 kPa) residual pressure shall be maintained in the system. All pressure losses in the system including friction loss through pipe and fittings and changes in elevation shall be accounted for from the hydraulically most demanding hydrant(s) back to the location of the water flow test that was used to determine the water supply available to supply the new private hydrants and mains.

~~**511.2.1.4 Method for determining friction loss.** Friction loss through pipe and fittings shall be determined using the Hazen-Williams formula or other approved hydraulic formula. The Hazen-Williams formula is as follows:~~

~~P = 4.52 x Q1.85 / C1.85 x D4.87~~

~~Where:~~

~~P = friction loss in psig per foot of pipe.~~

~~Q = flow in gpm.~~

~~C = Hazen-Williams co-efficient of roughness, friction loss coefficient, pipe roughness coefficient.~~

~~D = actual internal diameter of the pipe in inches.~~

~~**511.2.1.5 Backflow prevention assembly.** The pressure loss through any backflow prevention assembly installed on the system shall be included in the hydraulic calculations. The model and size of the backflow prevention assembly shall be noted on the plans.~~

~~**511.2.1.6 Minimum Diameter.** Fire mains and appurtenances shall be sized to accommodate the calculated fire flow but shall not be less than 6 inches (152 mm) in diameter. Dead-end fire mains shall not be less than 8 inches (203 mm) in diameter unless calculations determine otherwise.~~

~~511~~507.2.1.7 **Private fire service main looping.** Private fire service mains are required to be looped with a minimum of two (2) separate connections to the public water system under the following conditions:

1. Water main exceeds one hundred (100) feet for six (6) inch~~"~~ lines.
2. Water main exceeds four hundred (400) feet for eight (8) inch~~"~~ lines.
3. Water mains serving more than one (1) fire hydrant.
4. Water mains serving a building over fifty-two thousand (52,000) square~~.~~ feet.
5. Water mains serving a building over two (2) stories in height.
6. Water mains serving more than one (1) commercial building.
7. Water mains serving over thirty (30) single-family residential units.
8. Water mains serving over two hundred (200) multi-family residential units.
9. As otherwise required by the ~~f~~Fire ~~m~~Marshal.

~~511~~507.2.1.8 **Private fire service main connections.** Where two (2) water connections are required, they shall be placed a distance apart equal to not less than one half (1/2) of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between the water connections. Where two (2) water connections are required, they shall be made to separate water lines where possible. Where the connections are made to the same water line a valve shall be in an approved location in between the connections to allow for one connection to provide fire protection while the second connection is being repaired.

~~**511.2.1.9 Sectional valves.** Sectional valves shall be provided to ensure minimal impairments to fire protection should the private fire service main require repair or alteration.~~

~~**511.2.1.9.1 Locations.** Each tee, cross, or other identified location will be provided with a valve.~~

~~**511.2.1.9.2 Post Indicator Valve.** Where underground sprinkler riser supply piping is run more than 5 feet (1524 mm) under the building, a Post Indicator Valve (PIV) shall be provided in an approved location adjacent to the foundation.~~

~~**511.2.1.10 Fire Pumps.** Fire pumps shall be supplied with a dedicated private fire service main.~~

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511.2.2 Water tanks. Water tanks for private fire protection shall be installed in accordance with NFPA 22.

511.2.3 Inspection, testing and maintenance. Private fire service mains, appurtenances, fire hydrants, and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA 25; records submitted in accordance with Section 901.6.3; and shall always be maintained in an operative condition and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards.

511.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be in accordance with this Section.

511.3.1 Definitions. For the purpose of this Chapter, certain terms are defined as follows:

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m2), used to determine the required fire flow.

511.3.2 Modifications. The fire marshal is authorized to modify fire flow requirements.

511.3.2.1 Decreases. The fire marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

511.3.2.2 Increases. The fire marshal is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

511.3.2.3 Areas without water supply systems. For information regarding water supplies for fire fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire marshal is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code.

511.3.3 Fire-flow calculation area.

511.3.3.1 General. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section 511.3.3.3.

511.3.3.2 Area separation. Portions of buildings which are separated by fire walls without openings, constructed in accordance with the International Building Code, can be considered as separate fire-flow calculation areas.

511.3.3.3 Type IA and Type IB construction. The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

> **Exception:** Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

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511.3.4 Fire-flow requirements for buildings

511.3.4.1 One- and two-family dwellings. The minimum fire-flow and flow duration requirements for one- and two-family dwellings will be in accordance with Sections 511.3.4.1.1 through 511.3.4.1.2.

511.3.4.1.1 One- and two-family dwellings not exceeding two stories in height and 3,600 square feet. The minimum fire-flow requirements for one- and two-family dwellings not exceeding two stories in height and 3,600 square feet shall be:

1. Where the distance between buildings exceed 10 feet, the required fire-flow is 1,000 gallons per minute for one hour, or
2. Where the distance between buildings is 0-10 feet, the required fire-flow is 1,500 gallons per minute for one hour.

Exceptions:

1. Where structures separated with a masonry wall with a height of six or more feet, the required fire-flow is 1,000 gallons per minute for one hour.
2. A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic sprinkler system. The resulting fire-flow cannot be less than 1,000 gallon per minute for one hour.

511.3.4.1.2 One- and two-family dwellings exceeding two stories in height or 3,600 square feet. Fire-flow and flow duration for dwellings exceeding two stories in height or having a fire-flow calculation area exceeding 3,600 square feet (3.44.5 m2) shall be 2,000 gallons per minute for two hours.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic sprinkler system. The resulting fire-flow cannot be less than 1,000 gallon per minute for one hour.

511.3.4.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 511.3.4.2.

Exception: A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is protected throughout by an automatic fire-sprinkler system designed for the hazard and installed in accordance with NFPA13, Standard for the Installation of Sprinkler Systems. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table 511.3.4.2.

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Table 511.3.4.2

Minimum Fire-Flow and Flow Duration for Buildings Other Than One- and Two-Family Dwellings

FIRE-FLOW CALCULATION AREA (square feet)					FIRE-FLOW (gallons per minute)[b]	FLOW DURATION (hours)
Type IA and IB[a]	Type IIA and IIIA[a]	Type IV and V-A[a]	Type IIB and IIIB[a]	Type V-B[a]		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	4
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.
a. Types of construction are based on the *International Building Code*.
b. Measured at 20 psi residual pressure.

~~**511.3.4.3 Water supply for buildings equipped with an automatic sprinkler system.** For buildings equipped with an approved automatic sprinkler system, the water supply shall be capable of providing the greater of:~~

~~1. The automatic sprinkler system demand, including hose stream allowance.~~

~~2. The required fire flow.~~

~~511~~507.4 Water supply test. The ~~f~~Fire ~~m~~Marshal shall be notified prior to the water supply test. Water supply tests shall be witnessed by the ~~f~~Fire ~~m~~Marshal. Test documentation, in an approved format, shall be provided to the ~~f~~Fire ~~m~~Marshal.

~~511~~507.4.1 Water flow test location. The location of hydrants used to determine the available water supply shall be shown on the plans. The plans shall provide detail on how the private fire service main is connected to the city main. The size and location of the city main in the street and whether the main is dead-end or circulating shall be shown on the plans. If the main is a dead-end, the direction and distance to the nearest

circulating main shall be noted on the plans. The elevation of the static and residual pressure test gauge with relation to the on-site hydrants shall be noted on the plans.

~~**511.4.2 Quantity.** The quantity of water discharged during the test will be indicated, in gallons, on the water supply test documentation.~~

~~511~~507.4.3 Design safety factor. The water flow test results shall be adjusted as noted in Sections ~~511~~507.4.4 and

~~511~~507.4.5 to account for seasonal and daily flow calculations in the water supply system.

~~511~~507.4.4 Static pressure equal to or more than ninety (90) psi. When the static pressure is over ninety (90) pounds (621 kPa) per square inch (psi) the maximum design static pressure will be eighty (80) psi (552 kPa) regardless of the actual test pressure. The slope of the original design curve shall be used even though the design pressure is reduced to eighty (80) psi (552 kPa).

~~511~~507.4.5 Static pressure less than or equal to ninety (90) psi. When the recorded static pressure is less than or equal to ninety (90) psi (621 kPa), the system design shall include a minimum ten (10) psi (69 kPa) safety factor between the system flow and pressure demand and the available water supply.

~~**511.4.6 Water supply data.** Water supply test information for public mains shall be obtained within 180 days of plan submittal.~~

~~**511.4.7 Water Discharged.** The quantity of water, in gallons, discharged from the water system must be indicated on the water test report.~~

~~511~~507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections ~~511~~507.5.1 through ~~511~~507.5.1.9.

~~511~~507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than four hundred (400) feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the ~~f~~Fire ~~m~~Marshal.

~~Exceptions~~EXCEPTIONS:

1. For structures designed and constructed in accordance with the International Residential Code, Group R-3, and Group U occupancies, the distance requirement shall be six hundred (600) feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, the distance requirement shall be six hundred (600) feet (183 m).

~~511~~507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within one hundred (100) feet (30,~~-~~480 mm) of the fire department connections.

~~Exception~~EXCEPTION: The distance shall be permitted to exceed one hundred (100) feet (30,~~-~~480 mm) where approved by the ~~f~~Fire ~~m~~Marshal.

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~~511~~507.5.1.2 **Maximum distance.** The maximum distance to a fire hydrant, from any point of a fire apparatus access road, shall not exceed one hundred fifty (150) feet, as measured along the roadway.

> ~~Exception~~**EXCEPTION:** The maximum distance to a fire hydrant, from any point of a fire apparatus access road serving single-family residential developments, shall not exceed two hundred fifty (250) feet, as measured along the roadway.

~~511~~507.5.1.3 **Hydrant spacing.** Fire hydrants shall be spaced approximately five hundred (500) feet (152.-400mm) apart in single-family residential developments and shall be approximately three hundred (300) feet (91.-440mm) apart in all other development types. The distance between hydrants shall be measured along the path of the fire apparatus access road.

~~511~~507.5.1.3.1 **Roads separated by medians.** Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where streets are provided with four (4) or more traffic lanes hydrant spacing shall be provided on each side of the street and be arranged on an alternating basis.

~~511~~507.5.1.4 **First new hydrant.** The first new fire hydrant shall be located at the street intersection or at the main entrance(s) into an apartment complex or commercial development. Additional hydrants shall be spaced per S~~s~~ection ~~511~~507.5.1.43.

~~511~~507.5.1.5 **Side of road.** New hydrants shall be located on the right-hand (passenger) side of the fire apparatus road

~~511~~507.5.1.6 **Distance from road.** Fire hydrants shall be located not less than one (1) foot (305 mm) and not more than six (6) feet (1,829 mm) from the back of the curb or shoulder of the private fire apparatus access road or other vehicle access point. The largest outlet on the hydrant shall face the access road.

~~511~~507.5.1.7 **Reflective markers.** Blue four (4)-inch by four (4)-inch DOT approved retroreflective reflectors shall be used as a method of identifying fire hydrant locations. For proper placement, refer to City of Avondale Supplement to ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction or as directed by the ~~f~~Fire ~~m~~Marshal.

~~511~~507.5.1.8 **Parking areas.** In open-air, on-grade parking areas, at least one (1) fire hydrant shall be located within six hundred (600) feet (182.-800 mm) of all areas.

~~511~~507.5.1.9 **Transportation hazards.** Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed one thousand (1,000) feet to provide for transportation hazards.

~~511~~507.5.2 **Hydrant specifications.** Hydrant installations shall comply with Sections ~~511~~507.5.2.1 through 507.5.2.9.

~~511~~507.5.2.1 **Type.** All fire hydrants shall be wet barrel as defined by AWWA M17 and specified by the City of Avondale Supplement to ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction. New or replacement fire hydrants shall be Clow Model #860 wet barrel hydrant or equivalent with LBI Model #400 breakaway check valve or equivalent. Fire hydrants shall have two (2) 2 ½-inch outlets and one (1) 4 ½-inch outlet.

> ~~Exceptions~~**EXCEPTIONS:**

1. Fire hydrants installed in the Liberty Water District are required to be dry barrel hydrants in accordance with Liberty Water District specifications.
2. As required by the ~~f~~Fire ~~m~~Marshal.

~~511~~507.5.2.2 **Threads.** Fire hydrants shall be provided with National Standard thread and comply with the ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction.

~~511~~507.5.2.3 **Height.** Fire hydrants shall be installed so that the centerline of the lowest outlet is not less than eighteen (18) inches (457 mm) above grade and the highest outlet does not exceed twenty-four (24) inches (610 mm) above grade and comply with the ~~Maricopa Association of Governments~~MAG Uniform Standard Specifications and Details for Public Works Construction.

~~511~~507.5.2.4 **Color of hydrants.** Private fire hydrants shall be OSHA Safety Red or equivalent in color. Exterior coatings for new hydrants shall be factory-applied enamel, or equivalent factory-applied coating. The exterior coatings shall be maintained as required.

~~511~~507.5.3 **Obstruction.** Unobstructed access to fire hydrants shall always be maintained. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

~~511~~507.5.4 **Clear space around hydrants.** A three (3)-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

~~511~~507.5.5 **Physical protection.** Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with Section 312.

NEW AMENDMENT

Added to ensure private fire mains supplying fire hydrants that exceed one hundred (100) psi are evaluated prior to acceptance. Hydrant pressure exceeding one hundred (100) psi may damage fire apparatus.

Section 507.5.6 is amended to read as follows:

507.5.6 Private fire service mains. Private service fire mains supplying hydrants that exceed one hundred (100) psi (689 kPa) shall require approval by the Fire Marshal.

~~**SECTION 512 FIRE COMMAND CENTER**~~

~~**512.1 General.** Where required by other sections of this code and in all buildings classified as high-rise buildings by the International Building Code, a fire command center for fire department operations shall be provided and shall comply with Sections 512.1.1 through 512.1.6.~~

~~**512.1.1 Location and access.** The location and accessibility of the fire command center shall be approved by the fire marshal.~~

~~**512.1.2 Separation.** The fire command center shall be separated from the remainder of the building by not less than a 1-hour fire barrier constructed in accordance with Section 707 of the International Building Code or horizontal assembly constructed in accordance with Section 711of the International Building Code, or both.~~

~~**512.1.3 Size.** The fire command center shall be not less 0.015 percent of the total building area of the facility~~

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served or 200 square feet (19 m2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

512.1.4 Layout approval. A layout of the fire command center and all features required by this section to be contained therein shall be submitted for approval prior to installation.

512.1.5 Storage. Storage unrelated to operation of the fire command center shall be prohibited.

512.1.6 Required features. The fire command center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication system control unit.
2. The fire department communications system.
3. Fire detection and alarm system annunciator.

4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicators and controls for air distribution systems.
6. The fire fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and water flow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire fighter air replenishment systems, fire fighting equipment and fire department access, and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions.
13. An approved Building Information Card that includes, but is not limited to, all the following information:
    a. General building information that includes property name, address, the number of floors in the building above and below grade, use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor) and the estimated building population during the day, night and weekend;
    b. Building emergency contact information that includes: a list of the building's emergency contacts including but not limited to building manager, building engineer and their respective work phone number, cell phone number and e-mail address;
    c. Building construction information that includes: the type of building construction including but not limited to floors, walls, columns and roof assembly;
    d. Exit access stairway and exit stairway information that includes: number of exit access stairways and exit stairways in building; each exit access stairway and exit stairway designation and floors served; location where each exit access stairway and exit stairway discharges, interior exit stairways that are pressurized; exit stairways provided with emergency lighting; each exit stairway that allows reentry; exit stairways providing roof access; elevator information that includes: number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve; location of elevator machine rooms, control rooms and control spaces; location of sky lobby; and location of freight elevator banks;
    e. Building services and system information that includes location of mechanical rooms, location of building management system, location and capacity of all fuel oil tanks, location

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of emergency generator and location of natural gas service;

f. Fire protection system information that includes location of standpipes, location of fire pump room, location of fire department connections, floors protected by automatic sprinklers and location of different types of automatic sprinkler systems installed including but not limited to dry, wet and pre-action;

g. Hazardous material information that includes location and quantity of hazardous material.

14. Worktable.

15. Generator supervision devices, manual start and transfer features.

16. Public address system, where specifically required by other sections of this code.

17. Elevator fire recall switch in accordance with ASME A17.1.

18. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.

SECTION 513 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS

513.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible.

513.1.1 Utility identification. Where required by the fire marshal, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained.

513.2 Equipment access. Approved access shall be provided and maintained for all fire protection equipment to permit immediate safe operation and maintenance of such equipment. Storage, trash and other materials or objects shall not be placed or kept in such a manner that would prevent such equipment from being readily accessible.

SECTION 514 EMERGENCY RESPONDER RADIO COVERAGE

514.1 Emergency responder radio coverage in new buildings. New buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. VHF Hazard Channel Radio System coverage in buildings other than State, County, and Public School buildings, unless specifically required by the fire marshal.
2. Where approved by the building official and the fire marshal, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.
3. Where it is determined by the fire marshal that the radio coverage system is not needed.
4. In facilities where emergency responder radio coverage is required and such systems,

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components or equipment required could have a negative impact on the normal operations of that facility, the fire marshal shall have the authority to accept an automatically activated emergency responder radio coverage system.

514.2 Emergency responder radio coverage in existing buildings. Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11.

514.3 Permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

514.3.4 Rebroadcast. At time of application, the applicant must present the fire marshal with written approval from the Regional Wireless Coalition that rebroadcast of radio signals have been approved.

514.4 Technical requirements. Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 514.4.1 through 514.4.2.5.

514.4.1 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 514.4.1.1 and 514.4.1.3.

514.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire marshal. The inbound signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals.

514.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire marshal. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

514.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the fire marshal in Section 514.4.2.2.

514.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 514.4.2.1 through 514.4.2.8 and NFPA 1221.

514.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 514.4.1 through 514.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be approved by the fire marshal. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

514.4.2.1 Boosters. Signal boosters must be approved by the Regional Wireless Coalition.

514.4.2.3 Technical criteria. The fire marshal shall maintain a document providing the specific technical

~~information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design.~~

~~**514.4.2.3 Standby power.** Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power shall be capable of operating the emergency responder coverage radio system at 100 percent system capacity for a duration of not less than 24 hours.~~

~~**514.4.2.4 Signal booster requirements.** If used, signal boosters shall meet the following requirements:~~

1. ~~All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4 type waterproof cabinet.~~
2. ~~Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher rated cabinet.~~
3. ~~Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.~~
4. ~~Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.~~
5. ~~Bi-Directional Amplifiers used in emergency responder radio coverage systems shall have oscillation prevention circuitry.~~
6. ~~The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the fire marshal.~~

~~**514.4.2.5 System monitoring.** The emergency responder radio enhancement system shall be monitored by a listed fire alarm control unit, or where approved by the fire marshal, shall sound an audible signal at a constantly attended on-site location. Automatic supervisory signals shall include the following;~~

1. ~~Loss of normal AC power supply,~~
2. ~~System battery charger(s) failure,~~
3. ~~Malfunction of the donor antenna(s),~~
4. ~~Failure of active RF-emitting devices,~~
5. ~~Low battery capacity at 70 percent reduction of operating capacity,~~
6. ~~Failure of critical system components,~~
7. ~~The communications link between the fire alarm system and the emergency responder radio enhancement system.~~

~~**514.4.2.6 Additional frequencies and change of frequencies.** The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC or other radio licensing authority.~~

~~**514.4.2.7 Design documents.** The fire marshal shall have the authority to require "as-built" design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire marshal.~~

~~**514.4.2.8 Radio communication antenna density.** System shall be engineered to minimum the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduces gain conditions.~~

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Exceptions:

1. Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.
2. Systems where all portable devices within the same band use active power control features.

514.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 514.5.1 through 514.5.4.

514.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior coordination and approval of the fire marshal.

514.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC issued general radio operators license.
2. Certification of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

These qualifications shall not be required where demonstration of adequate skills and experience satisfactory to the fire marshal is provided.

514.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system or equipment approved by the fire marshal.
3. Failure of more than one test areas shall result in failure of the test.
4. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than four nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.
5. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered failure of that test area. Additional test locations shall not be permitted.
6. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. If the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to
8. ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections.
9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet from the indoor antenna. The second

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portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 514.4.1.1 and 514.4.1.2.

514.5.4 FCC compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

514.6 Maintenance. The emergency responder radio coverage system shall always be maintained operational in accordance with Sections 514.6.1 through 514.6.4.

514.6.1 Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section 514.5.3.
2. Signal boosters shall be tested to verify that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of 1 hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period, the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. Other active components shall be checked to verify operation within the manufacturer's specifications.
5. At the conclusion of the testing, a report, which shall verify compliance with Section 514.5.3, shall be submitted to the fire marshal.

514.6.2 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

514.6.3 Nonpublic safety system. Where other nonpublic safety communication systems installed in buildings reduce the performance or cause interference with the emergency responder communication coverage system, the nonpublic safety system shall be corrected or removed.

514.6.4 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

SECTION 515 CONTROLLED ACCESS/SECURITY GATES OR BARRIERS

515.1.1 General. The installation of controlled access/security gates or barriers across a fire apparatus access road shall be approved by the fire marshal and meet the requirements of Section 515.

Permits. Permits shall be required to install or modify controlled access gates.

515.1.2 Gate installation companies. When gates are installed at any location that obstructs a fire apparatus access road, the installing company shall be licensed by the Arizona Registrar of Contractors as L-5 or C-5.

515.1.3 Egress. Fire apparatus access/security gates or barriers shall be designed and installed such that they do not obstruct the egress or departure of emergency vehicles.

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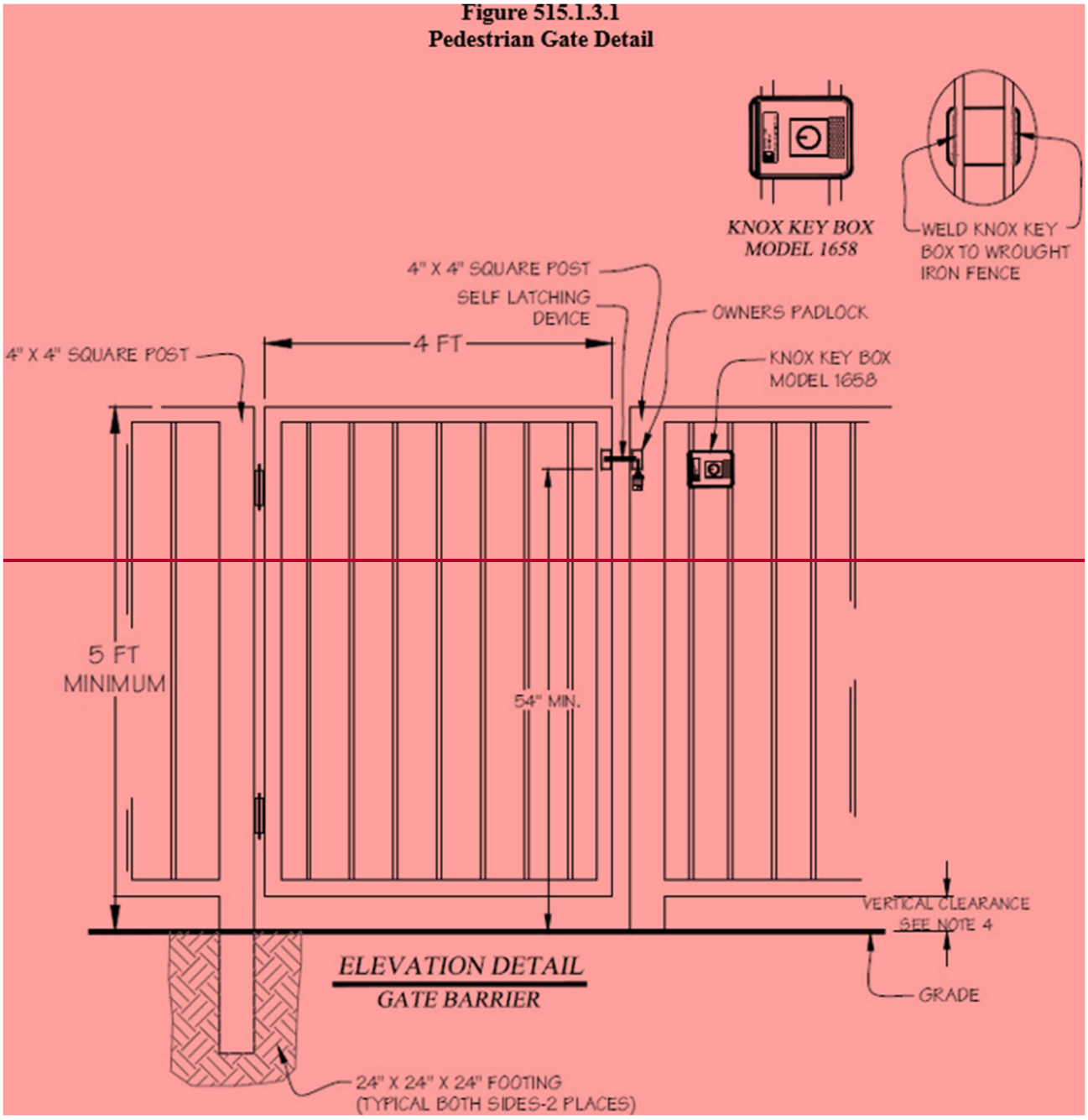
511.1.3.1 Pedestrian gates. Pedestrian gates installed as part of the means of egress shall comply with this section, the Avondale Building Code, and Chapter 10 of this code.

Figure 515.1.3.1
Pedestrian Gate Detail



515.1.4 Maintenance. All fire apparatus access gates shall always be maintained operable and shall be inspected at least annually. Copies of the annual inspection report shall be maintained and be accessible for fire department review.

515.1.5 Inoperable gates. Controlled access gates that are inoperable and impede the entrance of fire apparatus shall be chained open or removed at the owner's expense.

~~515.1.6 Illegal gates. Controlled access gates that obstruct fire apparatus access roads and have been installed without a permit shall be chained open or removed at the owner's or installing contractor's expense until a permit and final approval has been obtained from the fire department.~~

~~**515.1.7 F.D. Access Sign.** A "F.D. Access" sign shall be installed on of all gates or barriers that cross a required fire apparatus road or walkway. The sign will be installed so that it faces the direction of the fire apparatus access road. The sign face shall be 8 inch by 4 inch, fabricated from .080 aluminum sheet with ½ inch radius corners and a white 3M Scotchlite reflective background, inverse cut letters to allow white reflective background to show through, and a red face.~~

Figure 515.3.5
F.D. Access Sign Detail

~~**515.1.8 Main entrance identification sign.** The sign face shall be a minimum 36 inch by 24 inch, fabricated from .080 aluminum sheet with ½ inch radius corners, a white 3M Scotchlite reflective background, inverse cut letters to allow white reflective background to show through, and a red face. The sign shall include the "Apartment Name" (top position), "APARTMENT ACCESS" (middle position), and an arrow indicating the location of the main access entrance (bottom position).~~

~~**515.1.9 Approved key switch.** Approved key switches shall be manufactured by the Knox Company and equipped with the City of Avondale keyway.~~

~~**515.2 Fire apparatus access gates.**~~

~~**515.2.1 General.** Fire apparatus access gates shall be configured in accordance with Figures 515.2.1(a) through 515.2.1(e), or as approved by the fire marshal.~~

~~**515.2.2 Automatic operation.** Fire apparatus access gates shall have automatic operation where no turnaround is provided for fire apparatus.~~

~~**515.2.3 Main entrance identification.** Access openings shall have a main entrance identification sign according to Section 515.1.8 attached on the street side of the fire apparatus access gate.~~

~~**515.2.4 Marking and signage.** Manual and automatic access openings are required to be marked in accordance with Section 515.3.5.~~

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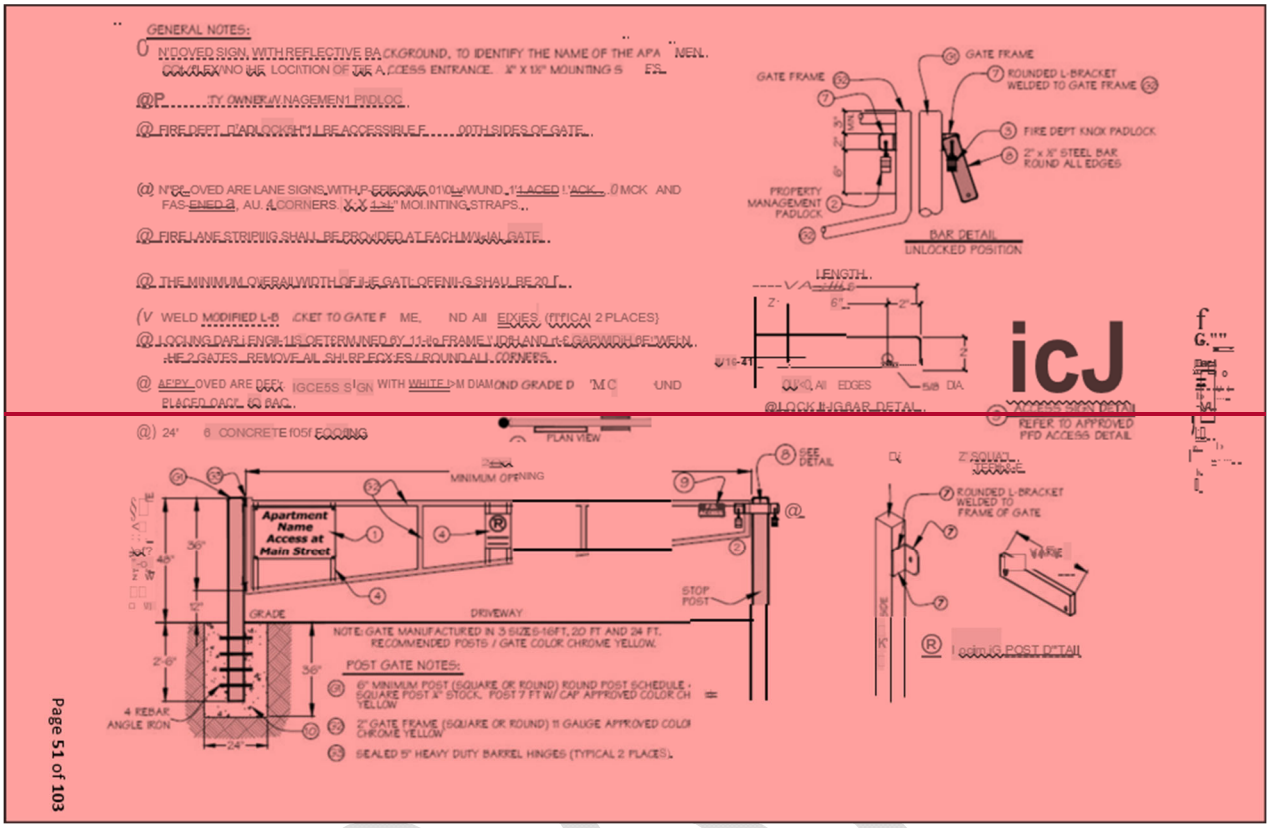

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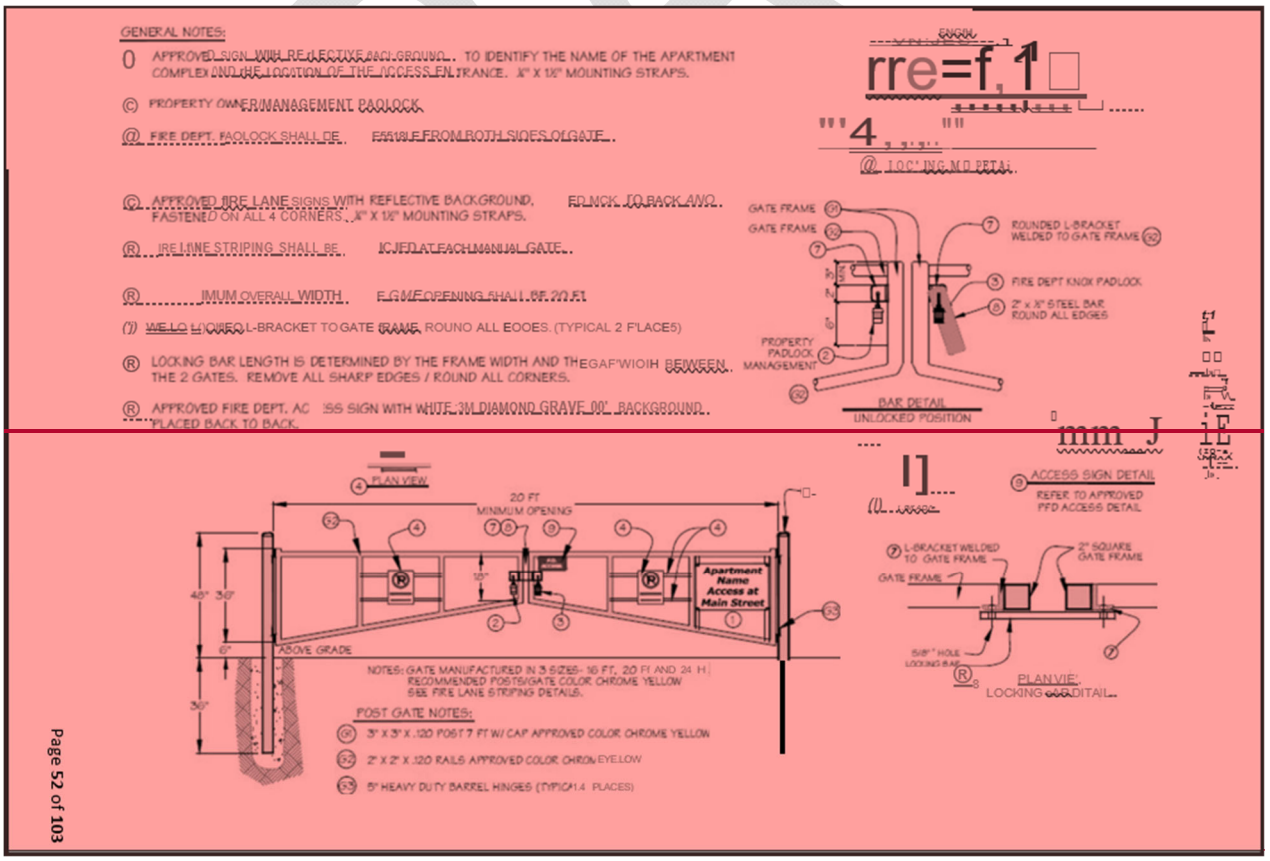

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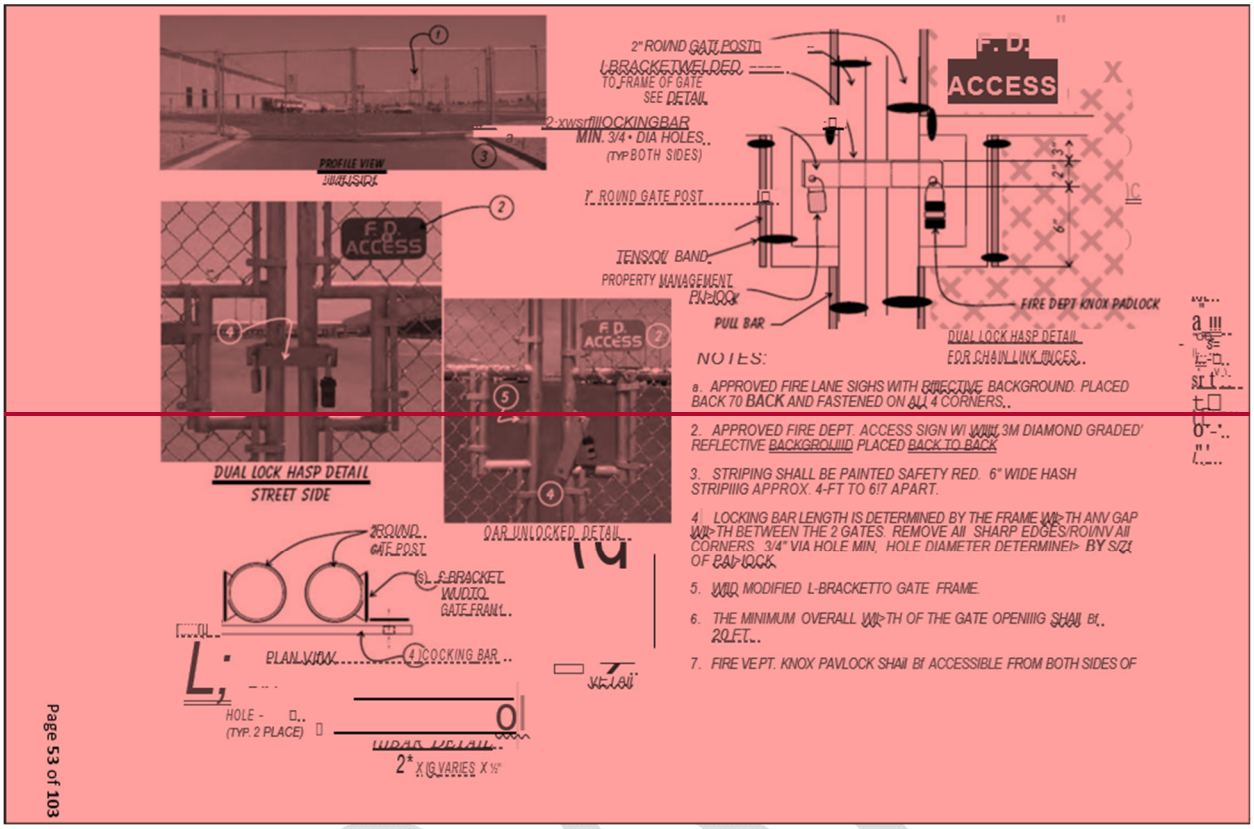

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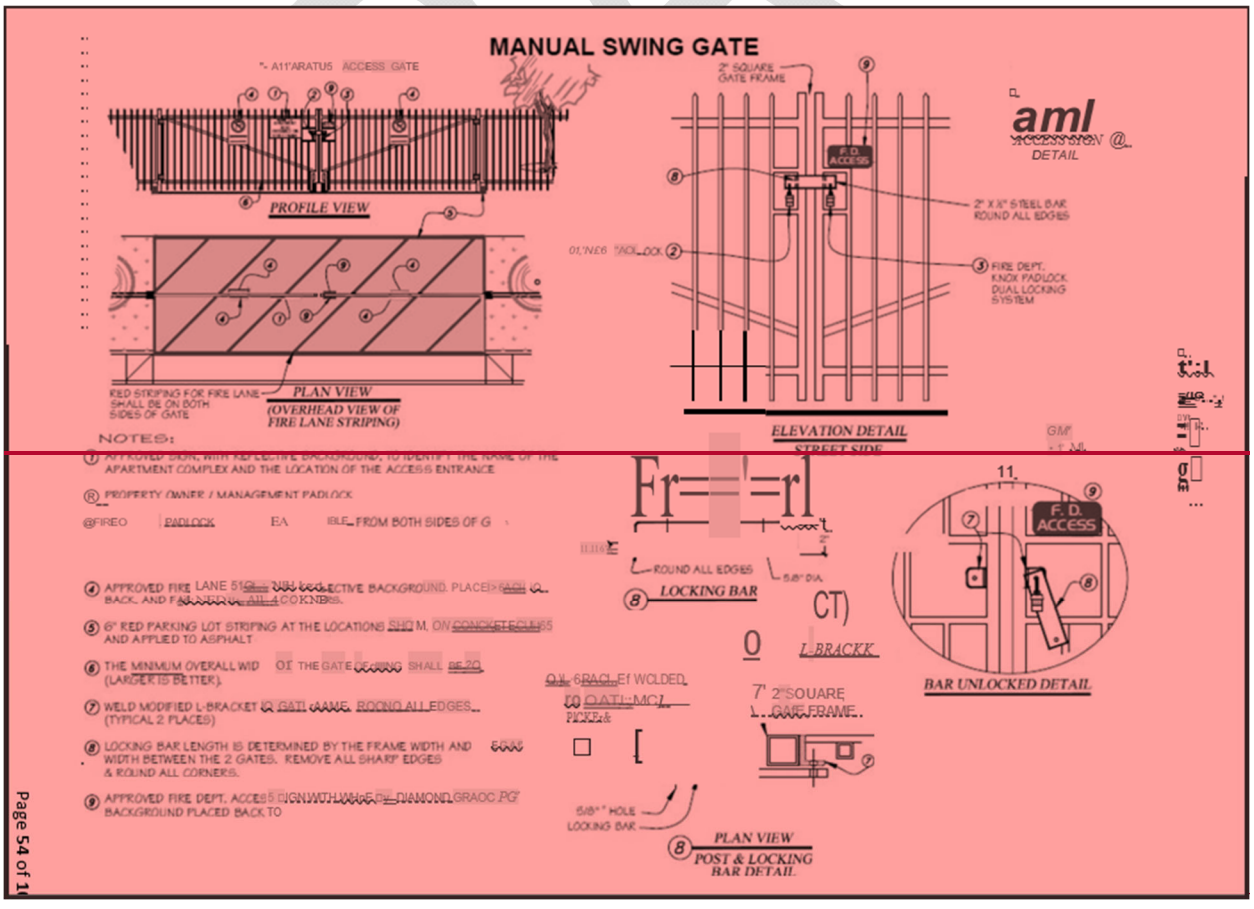

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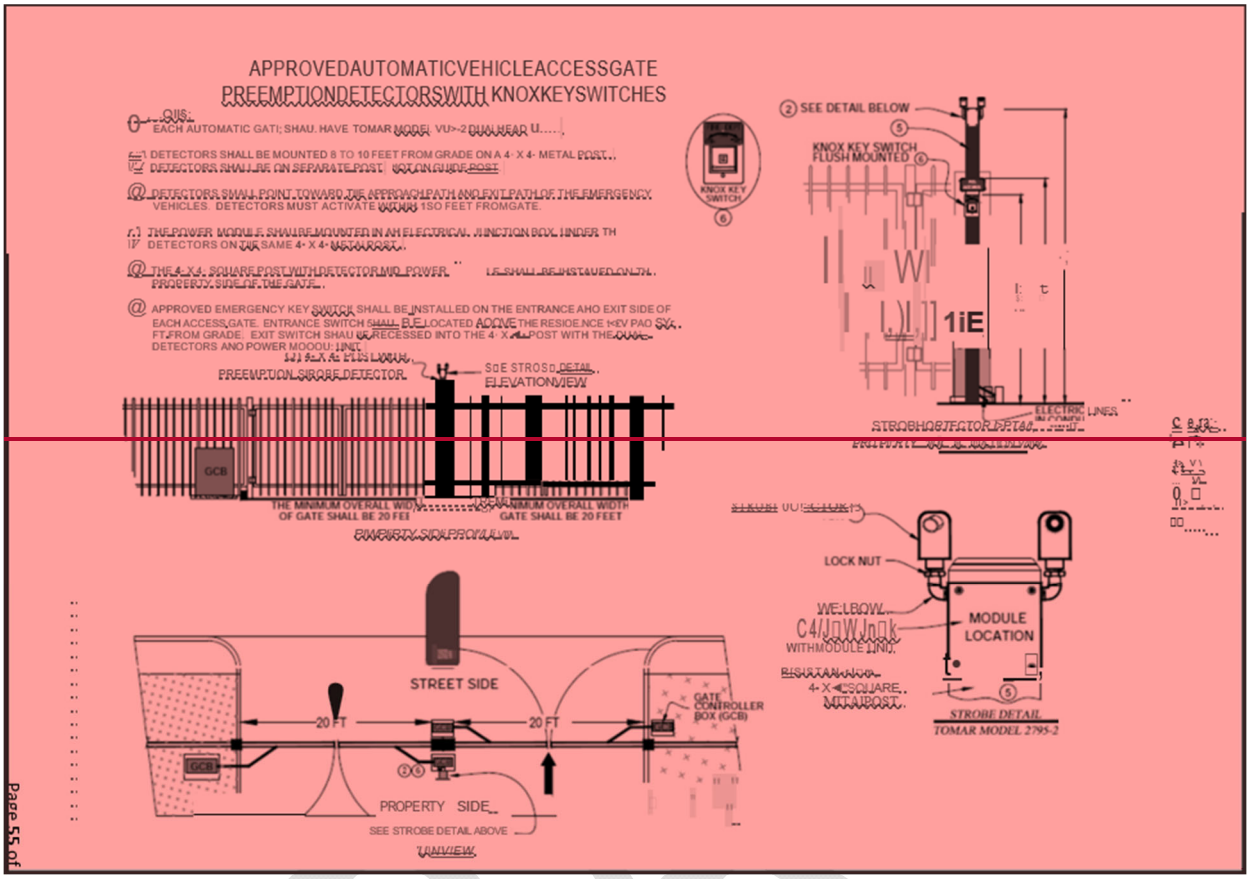

515.3 Controlled access gate specifications. When controlled access gates are installed across a fire apparatus access road the specifications in Section 515.2 shall apply.

515.3.1 Opening width. When the gate is fully opened, a minimum 20-foot (6096 mm) clear width shall be provided for both the entrance and exit gates. Gates installed and approved prior July 1, 2020, shall be maintained in accordance with the original approval. The fire marshal shall require additional width opening when a 45-foot (13 716 mm) fire apparatus turning radius cannot be met.

Exception: Access roads serving three or fewer Group R-3 occupancies within 350 feet (106 680 mm) from the street to each residence's main entrance, as the fire fighters travel shall be exempt from the requirement of 20 feet (6096 mm).

515.3.2 Electric and solar voltaic power system operated gates. Electric and solar operated gates shall be installed in accordance with this section.

515.3.2.1 Standby power systems. Electric and solar operated gates shall be provided with a standby power system. Standby power is permitted to be, but not limited to, battery back-up or connection to an emergency generator. The activation of the system shall open gates and maintain them in the open position until primary power is restored to the system. Standby power systems are required to comply with the National Electrical Code Article 701.

Exception: Controlled access gates installed at occupancies other than multifamily residential properties may remain closed until the emergency gate switch is activated and shall then remain open while the

standby power system is operating the gate.

515.3.3 Opening time. Electric and solar operated controlled access gates shall open at a minimum rate of 1 foot per second (0.305 m/s).

515.3.4 Key switch. Each electric and solar operated controlled access gate shall be equipped with an approved key switch on both sides of the gate. When separate entry and exit gates are provided, the emergency key switch shall open the entrance and exit gates.

515.3.5 Key switch identification. An approved F.D. ACCESS sign in accordance with Section 515.1.7 shall be installed within 12 inches (305 mm) of the emergency key switch. The key switch shall be illuminated to be visible from fire apparatus.

515.3.6 Height. The key switch shall be mounted between 51/2 and 6 feet (1676 to 1829 mm) above grade.

515.3.6.1 Solar photovoltaic cell location. The solar cell shall be located a minimum of 7 feet (2133 mm) above grade. The photovoltaic cell shall be located on the 4 by 4 inch preemption post.

515.3.7Obstruction and impairment. Posts, fences, vehicles, growth, trash, storage and other materials shall not be kept near key switches in a manner that would prevent the key switches from being visible.

515.3.8 Bypass of systems. When activated, the emergency key switch shall bypass all occupant and loop switch systems.

515.4 Preemption devices. Preemption devices are required on all new automatic fire access gates. Existing gates installed without permits or proof of installation date shall be retrofitted with preemption devices. Voluntary installations of preemption devices shall comply with the requirements of this Section.

Exception: Access road serving three or fewer Group R-3 occupancies.

515.4.1 Locations. The devices shall be installed such that the gate will open for both ingress and egress of emergency vehicles.

515.4.2 Minimum installation standards. The installation of preemption devices shall comply with the following:

1. Detectors shall be mounted 8 to 10 feet (2439 to 3048 mm) above grade.
2. Detectors shall be located a minimum of 18 inches (457 mm) behind the gate on the property side.
3. Detectors shall be mounted on a separate 4 by 4 inch (102 to 102 mm) metal post and not on the guidepost. The metal post shall be cemented a minimum of 18 inches (457 mm) below grade.
4. Detectors shall activate at a minimum of 150 feet (45 720 mm) from the gate.
5. Detectors shall point toward both the approach and the exit path of the emergency vehicle. Refer to Figures 515.4.2(a) and 515.4.2(b).
6. The sight path of the detector shall be free of visual obstructions such as signs, covered parking, canopies and vegetation.
7. Individual detectors shall be mounted together with the power module in the dual detector mounting box. Detectors shall be approved by the fire department.

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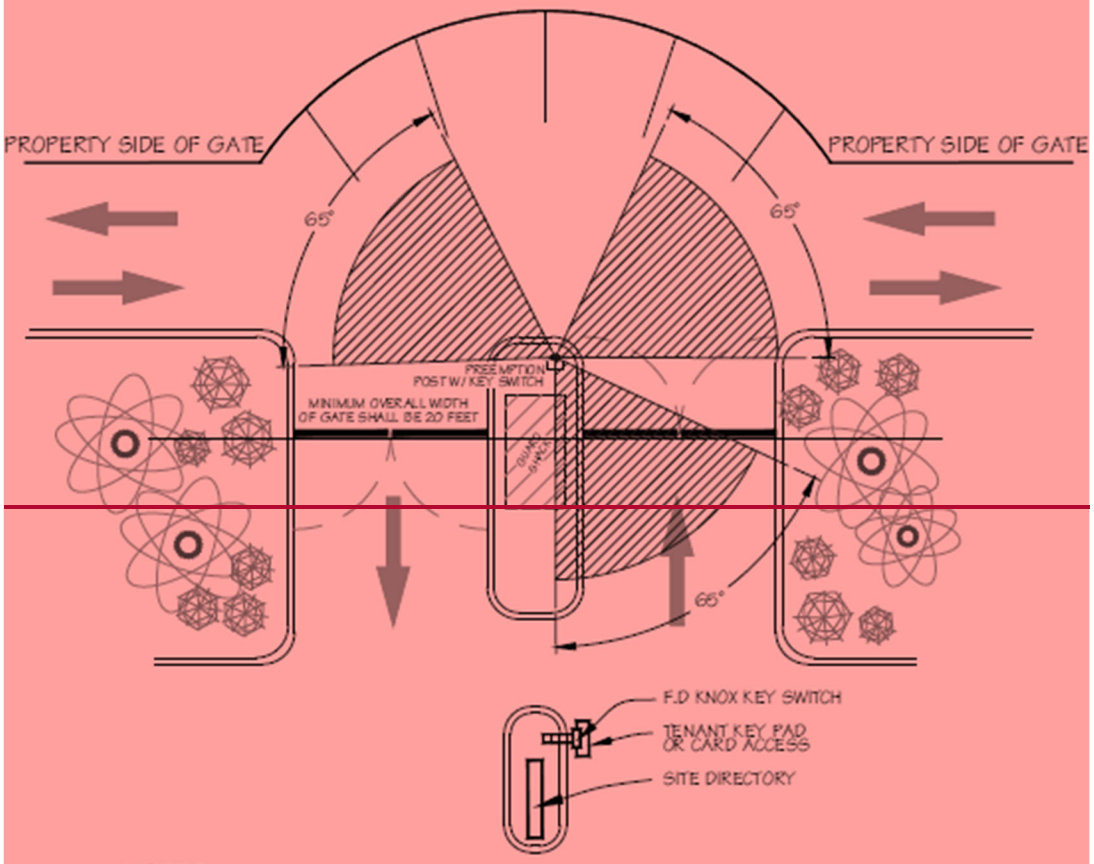
Figure 515.4.2(a)
Automatic Gate Entrance with 3 Preemption Devices



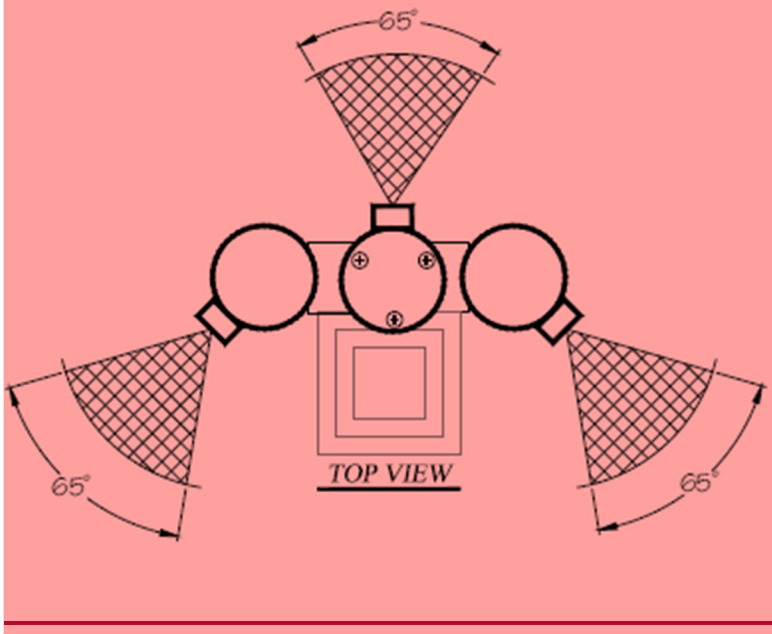
NOTES:

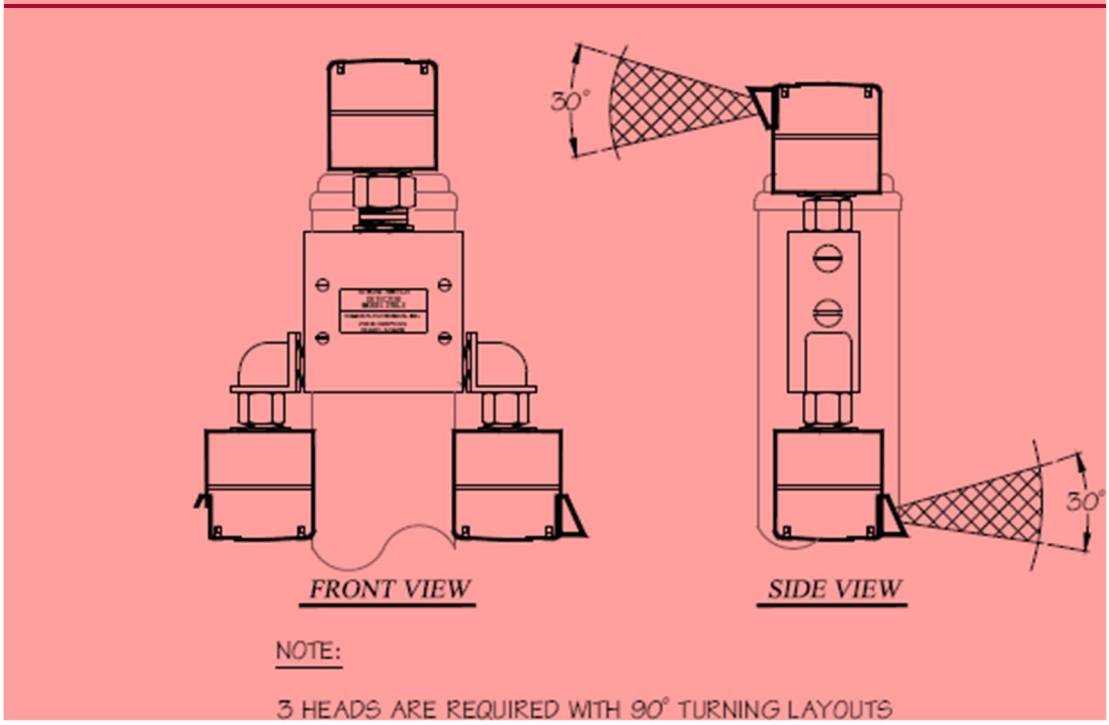
1. DETECTORS SHALL BE MOUNTED 8 TO 10 FEET FROM GRADE ON A 4" X 4" METAL POST. NO MIRRORS SHALL SUBSTITUTE THE REQUIREMENTS OF TWO DETECTORS PER GATE.
2. DETECTORS SHALL POINT TOWARD THE APPROACH PATH AND EXIT PATH OF THE EMERGENCY VEHICLES. DETECTORS MUST ACTIVATE 150 FEET FROM GATE.

)WER MODULE SHALL BE MOUNTED IN AN ELECTRICAL JUNCTION BOX, UNDER THE TORS ON THE SAME 4" X 4" METAL POST.

4. THE 4" X 4" SQUARE POST WITH DETECTOR AND POWER MODULE SHALL BE INSTALLED ON THE PROPERTY SIDE OF THE GATE. (NOT ON GUIDE POST)
5. APPROVED EMERGENCY KEY SWITCH SHALL BE INSTALLED ON THE ENTRANCE AND EXIT SIDE OF EACH ACCESS GATE. ENTRANCE SWITCH SHALL BE LOCATED ABOVE THE RESIDENCE KEY PAD 5½ FT FROM GRADE. EXIT SWITCH SHALL BE LOCATED ON THE 4" X 4" POST WITH THE DUAL DETECTORS AND POWER MODULE UNIT.

Figure 515.4.2(b)
3 Tomar Preemption Devices





~~**515.5 Manual controlled access gates.** Manual controlled access gates that cross a fire apparatus access roads or other roads that, when determined by the fire marshal, provide access to areas where immediate access is necessary for lifesaving or fire-fighting purposes shall comply with Section 515.3.~~

~~**515.5.1 Locking mechanism.** All manual controlled access gates that cross a fire apparatus access road shall use an approved dual padlock mechanism in accordance with Figures 515.2.1(a) through 515.2.1(d).~~

~~**515.5.2 Signs.** Approved signs shall be provided on the manual gates. The signs shall have a reflective background and shall be bolted back-to-back onto each side of the gate in accordance with Figures 515.2.1(a) through 515.2.1(d).~~

~~**515.5.3 Marking.** Minimum 6-inch (152 mm) wide red, crosshatched striping shall be painted on the ground surface on both sides of the manual access gate, including recessed areas as determined by the fire department. A minimum of two applications of paint is required.~~

~~**Section 807.5.2 is deleted in its entirety and replaced with the following:**~~

~~**807.5.2 Group E.** Group E occupancies shall comply with Sections 807.5.2.1 through 807.5.2.2.~~

~~**Section 807.5.2.3 is deleted in its entirety.**~~

~~**Section 901.4.6 through 901.4.6.4 is deleted in its entirety and replaced with the following:**~~

~~**901.4.6 Pump and riser room size.** Where provided, fire pump rooms and automatic sprinkler system riser rooms shall be dedicated for the purpose, designed with 36 inches of clear space around all equipment necessary for the installation, as defined by the manufacturer, with enough working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be enough to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Modified to remove redundancies covered in the base code, to align section numbers and remove pictorial guidance.

Section 901.4.6.1 is amended to read as follows:

901.4.6.1 Access. Rooms for automatic sprinkler system risers, fire pumps and controllers shall be provided with a door leading directly outside. An approved Knox key box is required adjacent to the door's strike leg or an approved location.

~~**901.4.6.1.1 Walking surface.** A sidewalk or other approved hard all-weather surface leading from the fire apparatus access road to the exterior door of the automatic sprinkler system riser rooms and fire pump rooms is required.~~

~~**901.4.6.2 Marking on access doors.** Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. Where a fire alarm control panel is located inside the riser room, the sign shall state, "Fire Control Room", in all other cases it shall read, "Sprinkler Riser" or "Fire Pump".~~

~~**901.4.6.2 Signs.** The sign face shall be 12-inch by 12-inch, fabricated from .080 aluminum sheet with ½-inch radius corners, white 3M Scotchlite reflective background, 1.5-inch inverse cut letters to allow white reflective background to show through, and a red face.~~

~~**901.4.6.3 Environment.** Automatic sprinkler system riser rooms and fire pump rooms shall be maintained at a temperature of not less than 40 degrees Fahrenheit. Heating units shall be permanently installed. When a fire alarm panel is co-located within an automatic sprinkler riser room, the room must be provided with the necessary air-conditioning equipment to maintain an ambient temperature consistent with the fire alarm~~

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~~panel's listing.~~

~~**901.4.6.4 Lighting.** Permanently installed artificial illumination and emergency lighting shall be provided in the automatic sprinkler system riser rooms and fire pump rooms. Emergency lighting shall~~

~~be provided in the automatic sprinkler system riser rooms and fire pump rooms in accordance with Sections 1008.3.4 and 1008.3.5.~~

~~**901.4.6.5 Storage prohibited.** Storage within automatic sprinkler system riser rooms and fire pump rooms is prohibited. An approved "Storage Prohibited" sign is required to be mounted on a wall of the room.~~

~~Section 901.6.3 is deleted in its entirety and replaced with the following:~~

PREVIOUSLY ACCEPTED AMENDMENT

Section 901.6.3 is amended to read as follows:

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained ~~shall be maintained~~ on the premises for a minimum of three (3) years and the servicing contractor shall submit inspection, testing, and maintenance reports online to the approved 3rd party reporting service within thirty (30) days of the date of service. Failure to submit reports within the thirty (30)-day period will result in penalties identified in Section 110~~3~~3.

The fire department will maintain a webpage on the City of Avondale's Official Website identifying the name of the 3rd party reporting service, the reporting service's contact information, and the types of fire protection systems that must be reported.

~~**Section 901.7 is deleted in its entirety and replaced with the following:**~~

~~**901.7 Systems out of service.** Where a required fire protection system is out of service, the fire department and the fire marshal shall be notified immediately and, where required by the fire marshal, the building shall be either evacuated or and approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service.~~

~~Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires. An employee who works at the building in which a fire watch is required may serve as the fire watch. The fire watch shall be provided with printed instructions in compliance with A.R.S. § 9-808, as amended.~~

~~**901.7.1 Impairment coordinator.** The building owner shall assign an impairment coordinator to comply with the requirements of this section. In the absence of a specific designee, the owner shall be considered to be the impairment coordinator.~~

~~**901.7.2 Tag required.** A tag shall be used to indicate that a system, or portion thereof, has been removed from service.~~

~~**901.7.3 Placement of tag.** The tag shall be posted at each fire department connection, system control valve, fire alarm control unit, fire alarm annunciator and fire command center, indicating which system, or part thereof, has been removed from service. The fire marshal shall specify where the tag is to be placed.~~

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~~**901.7.4 Preplanned impairment programs.** Preplanned impairments shall be authorized by the impairment coordinator. Before authorization is given, a designated individual shall be responsible for verifying that all of the following procedures have been implemented:~~

1. ~~The extent and expected duration of the impairment have been determined.~~
2. ~~The areas or buildings involved have been inspected and the increased risks determined.~~
3. ~~Recommendations have been submitted to management or the building owner/manager.~~
4. ~~The fire department has been notified.~~
5. ~~The insurance carrier, the alarm company, the building owner/manager and other authorities having jurisdiction have been notified,~~
6. ~~The supervisors in the areas to be affected have been notified,~~
7. ~~A tag impairment system has been implemented, and~~
8. ~~Necessary tools and materials have been assembled on the impairment site.~~

~~**901.7.5 Emergency impairments.** Where unplanned impairments occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4.~~

~~**901.7.6 Restoring systems to service.** Where impaired equipment is restored to normal working order, the impairment coordinator shall verify that all of the following procedures have been implemented:~~

1. ~~Necessary inspections and tests have been conducted to verify that affected systems are operational.~~
2. ~~Supervisors have been advised that protection is restored.~~
3. ~~The fire department has been advised that protection is restored.~~
4. ~~The building owner/manager, insurance carrier, alarm company and other involved parties have been advised that protection is restored.~~
5. ~~The impairment tag(s) has/have been removed.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Modified to remove redundancies covered in the base code and to maintain the previously adopted fire sprinkler amendments ensuring fire sprinkler requirements for structures exceeding one thousand (1,000) square feet, excluding "H" occupancies.

Sections 903.2- is partially amended to read as follows, with the following subsections deleted and replaced as noted~~through 903.2.12 are deleted in its entirety and replaced with the following~~:

903.2 Where required. Approved automatic sprinkler systems installed in accordance with applicable NFPA standards~~Standard 13 automatic sprinkler systems~~ in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.14.

~~Exceptions~~**EXCEPTIONS:**

1. Detached gazebos, temporary tents and ramadas for residential and public use,
2. Independent building of any construction or occupancy other than Group E or H of one thousand (1,000) square feet or less,
3. Detached non-combustible carports or parking canopies regardless of size, or detached non-combustible canopies used exclusively for automotive motor fuel dispensing stations not exceeding five thousand (5,000) square~~-~~ feet,
4. Factory built buildings utilized as temporary office buildings like real estate leasing offices and construction offices,

5. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than one (1)-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than two (2)-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

5.

6. Special use non-combustible structures as approved by the Fire Marshal.

903.2.1 Group A. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group A occupancy.

903.2.1.5.1 Spaces under grandstands or bleachers. Enclosed spaces under grandstands or bleachers shall be equipped with an automatic sprinkler systemin accordance with Section 903.3.1.1.

903.2.2 Group B. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy.

903.2.3 Group E. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy.for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m2) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

903.2.4 Group F. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy.

903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.2.

903.2.5.1 General. A NFPA Standard 13 automatic sprinkler system shall be installed in Group H occupancies.

903.2.5.2 Group H-5 occupancies. A NFPA Standard 13 automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required under the International Building Code for the occupancy hazard classifications in accordance with Table 903.2.5.2.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

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TABLE 903.2.5.2 GROUP H-5 SPRINKLER DESIGN CRITERIA	
LOCATION	OCCUPANCY HAZARD CLASSIFICATION
Fabrication areas	Ordinary Hazard Group 2
Service corridors	Ordinary Hazard Group 2
Storage rooms without dispensing	Ordinary Hazard Group 2
Storage rooms with dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

903.2.6 Group I. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group I occupancy.

903.2.7 Group M. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group M occupancy.

~~**903.2.8 High-piled storage.** An automatic sprinkler system shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.~~

903.2.8 Group R. A NFPA Standard 13 automatic sprinkler system shall be provided throughout buildings with a Group R fire area.

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with NFPA Standard 13-D shall be permitted in Group R-3 occupancies.

903.2.8.2 Group R-4, Condition 1. An automatic sprinkler system installed in accordance with NFPA Standard 13-~~R~~D shall be permitted in Group R-4, Condition 1 occupancies.

903.2.8.3 Group R-4, Condition 2. An automatic sprinkler system installed in accordance with NFPA Standard 13-R shall be permitted in Group R-4, Condition 2 occupancies.

903.2.8.4 Care Facilities. An automatic sprinkler system installed in accordance with NFPA Standard 13-D shall be permitted in care facilities with five (5) or fewer individuals in a single-family dwelling.

903.2.8.5 Developmental Disability Residential Facilities. The requirement to install an automatic fire sprinkler system shall comply with A.R.S. § 36-582, as amended.

903.2.8.6 Residential Code. Structures within the scope of the International Residential Code which exceed five thousand (5,000) square feet in area, under roof, shall be provided with an automatic fire sprinkler system meeting the requirements of NFPA 13D.

~~**903.2.13 Structures exceeding 5,000 square feet.** Structures with a Group R-3 or R-4 fire area, which exceed 5,000 square feet in area, under roof, shall be provided with an automatic fire sprinkler system meeting the requirements of NFPA 13.~~

903.2.9 Group S. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy.

~~**903.2.10 Group U.** A NFPA Standard 13 automatic sprinkler system shall be provided throughout buildings exceeding 5,000 square feet, under roof, and contain a Group U occupancy.~~

~~**903.2.11 Non-residential shade canopies.** A NFPA Standard 13 automatic sprinkler system shall be provided under non-residential shade canopies.~~

~~**Exceptions:**~~

1. ~~Where a slatted, lattice or louvered canopy roof system is more than 50 percent open to the sky,~~
2. ~~Where shade membrane fabric is used to cover garden, greenhouse, landscaping or plant nursery products or materials, not exceeding 5,000 square feet (372 m2),~~
3. ~~Shade canopies that are made of noncombustible material with a flame spread index no greater than 25 when tested in accordance with ASME E84, not exceeding 1,000 square feet (93.2 m2),~~
4. ~~Patio covers that do not exceed 400 square feet (37.2 m2) in area~~

~~**903.2.12 Other required suppression systems.** In addition to the requirements of Section 903.2, the provisions indicated in Table 903.2.12 require the installation of a fire suppression system for certain buildings and areas.~~

~~**903.2.13 Residential Code.** Structures within the scope of the International Residential Code which exceed 5,000 square feet in area, under roof, shall be provided with an automatic fire sprinkler system meeting the requirements of NFPA 13.~~

~~**903.2.14 During construction.** Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with Section 3314.~~

~~**Table 903.2.12**~~
~~**ADDITIONAL REQUIRED FIRE SUPPRESSION SYSTEMS**~~

SECTION	SUBJECT
914.2.1	Covered and open mall buildings
914.3.1	High-rise buildings
914.4.1	Atriums
914.5.1	Underground structures
914.6.1	Stages
914.7.1	Special amusement buildings
914.8.2	Smoke barrier separations
914.8.3, 914.8.6	Aircraft hangars
914.9	Flammable finishes
914.10	Drying rooms
914.11.1	Ambulatory care facilities
1029.6.2.3	Smoke-protected assembly seating
1103.5.1	Existing Group A occupancies
1103.5.2	Pyroxylin plastic storage in existing buildings
1103.5.3	Existing Group I-2 occupancies
1103.5.4	Existing Group I-2, Condition 2 occupancies
1103.5.4	Pyroxylin plastics
2108.2	Dry cleaning plants
2108.3	Dry cleaning machines
2309.3.2.6.2	Hydrogen motor fuel-dispensing area canopies
2404.2	Spray finishing in Group A, E, I or R
2404.4	Spray booths and spray rooms
2405.2	Dip-tank rooms in Group A, I or R
2405.4.1	Dip tanks
2405.9.4	Hardening and tempering tanks
2703.10	HPM facilities
2703.10.1.1	HPM work station exhaust
2703.10.2	HPM gas cabinets and exhausted enclosures
2703.10.3	HPM exit access corridor
2703.10.4	HPM exhaust ducts
2703.10.4.1	HPM noncombustible ducts
2703.10.4.2	HPM combustible ducts
2807.3	Lumber production conveyor enclosures
2808.7	Recycling facility conveyor enclosures
3006.1	Class A and B ovens
3006.2	Class C and D ovens
Table 3206.2	Storage fire protection
3206.4	Storage
3704.5	Storage of more than 1,000 cubic feet of loose combustible fibers
5003.8.4.1	Gas rooms
5003.8.5.3	Exhausted enclosures
5004.5	Indoor storage of hazardous materials

(continued)

Table 903.2.12 – continued

ADDITIONAL REQUIRED FIRE SUPPRESSION SYSTEMS

SECTION	SUBJECT
5005.1.8	Indoor dispensing of hazardous materials
5104.4.1	Aerosol product warehouses
5106.3.2	Aerosol display and merchandising areas
5306.2.1	Exterior medical gas storage room
5306.2.2	Interior medical gas storage room
5306.2.3	Medical gas storage cabinet
5606.5.2.1	Storage of smokeless propellant
5606.5.2.3	Storage of small arms primers
5704.3.7.5.1	Flammable and combustible liquid storage rooms
5704.3.8.4	Flammable and combustible liquid storage warehouses
5705.3.7.3	Flammable and combustible liquid Group H-2 or H-3 areas
6004.1.2	Gas cabinets for highly toxic and toxic gas
6004.1.3	Exhausted enclosures for highly toxic and toxic gas
6004.2.2.6	Gas rooms for highly toxic and toxic gas
6004.3.3	Outdoor storage for highly toxic and toxic gas
6504.1.1	Pyroxylin plastic storage cabinets
6504.1.3	Pyroxylin plastic storage vaults
6504.2	Pyroxylin plastic storage and manufacturing

For SI: 1 cubic foot = 0.023 m^3.

Sections 903.3.1.2 through 903.3.1.2.3 are deleted in its entirety.

Section 903.3.5 is deleted in its entirety and replaced with the following:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with Section 511.4.

Section 903.4.3 is deleted in its entirety and replaced with the following:

903.4.3 Floor control valves. Approved supervised indicating control valves/water flow switches shall be provided at the following locations. Control valves shall be operable from ground/floor level.

Multi-story buildings shall be zoned separately by floor.

Multi-story multi-family residential buildings that are separated by a breezeway or fire rated assembly can be zoned separately by building section if approved in advance by the fire marshal. The required section control valves shall be in the main sprinkler control valve room.

Smoke zones shall be zoned separately. The operation of one sprinkler will actuate the alarm system and the appropriate smoke control equipment.

Hazardous areas such as spray booths, flammable liquid storage rooms, hazardous materials control areas, etc. shall be zoned separately. The required zone control valves shall be in an accessible area outside the spray booth, storage room, control area, or in the main sprinkler control valve room.

Special systems such as pre-action systems shall be zoned separately.

Computer rooms shall be zoned separately. The required zone control valves shall be in an accessible area

~~outside the computer room, or in the main sprinkler control valve room.~~

~~Subfloor areas shall be zoned separately. The required zone control valves shall be in an accessible area outside the subfloor area, or in the main sprinkler control valve room.~~

~~Elevator hoist ways shall be zoned separately. The required zone control valve shall be in an accessible area outside the elevator hoist way, or in the main sprinkler control valve room.~~

~~In racks sprinklers shall be zoned separately.~~

~~Multi-tenant buildings with different addresses shall be zoned by address and provide the correct address information to the fire department alarm center.~~

~~As required by the fire marshal.~~

~~**Section 903.7 is added to read as follows:**~~

~~**903.7 Replacement of missing hydraulic calculation plates.** Missing hydraulic calculation plates shall be replaced in accordance with the requirements of Section 901.6.~~

~~**Exception:** With the exception schools, state and county buildings, missing hydraulic calculation plates on sprinkler system risers protecting only light hazard occupancies shall not be replaced until the fire sprinkler system is altered, a tenant improvement occurs, or the system owner voluntarily requests its replacement.~~

~~**Section 907.1 is deleted in its entirety and replaced with the following:**~~

~~**907.1 General.** This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.9 are applicable to existing buildings and structures.~~

~~**907.1.1 Construction documents.** Construction documents for fire alarm systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code, the International Building Code and relevant laws, ordinances, rules and regulations, as determined by the fire marshal.~~

~~**907.1.2 Fire alarm shop drawings.** Shop drawings for fire alarm systems shall be prepared in accordance with NFPA 72 and submitted for review and approval prior to system installation.~~

~~**907.1.3 Equipment.** Systems and components shall be listed and approved for the purpose for which they are installed.~~

MODIFIED PREVIOUSLY ACCEPTED AMENDMENT

Section 907.1.3.1 is amended to read as follows:

907.1.3.1 Addressable. Fire alarm control panels shall be addressable unless approved by the ~~f~~Fire ~~m~~Marshal.

~~**907.1.3.2 Combination system prohibition.** Use if a combination fire alarm system is prohibited.~~

> ~~**Exception:** Interconnection with a building maintenance system listed for compatibility and approved in advance by the fire marshal.~~

~~**907.1.3.3 Individual building.** One addressable fire alarm control unit shall be installed in each building~~

~~containing a fire sprinkler or fire alarm system. The use of separate fire alarm control panels in tenant spaces is prohibited. The fire alarm control unit shall be capable of handling the total number of devices expected at full tenant occupancy to avoid fire alarm control unit upgrades for each tenant.~~

~~**907.1.3.4 Fire alarm control unit location.** Fire alarm and sprinkler monitoring system control units shall be in a riser room or approved location.~~

NEW AMENDMENT

Sections 907.2.9.4, 907.2.9.5, and 907.2.9.6 are amended to read as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.9.5 through 907.2.9.6.

907.2.9.5 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

EXCEPTIONS:

1. A manual fire alarm system is not required in buildings not more than two (2) stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than one (1)-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
    a. The building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
    b. The notification appliances will activate upon sprinkler water flow.
    c. Not fewer than one (1) manual fire alarm box is installed at an approved location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at exits located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.9.6 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.

EXCEPTIONS:

1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

~~**Section 907.2.10 is deleted and replaced with the following:**~~

~~**907.2.10 Group R-4.** Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.~~

~~**907.2.10.1 Manual fire alarm system.** A manual fire alarm system that activates the occupant notification~~

system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1 hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
    a. The building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
    b. The notification appliances will activate upon sprinkler water flow.
    c. Not fewer than one manual fire alarm box is installed at an approved location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at exits where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.10.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.

Exceptions:

1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.10.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Section 907.2.11 is deleted and replaced with the following:

907.2.11 Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72.

907.2.11 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the
3. sleeping unit.
4. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

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907.2.11.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

907.2.11.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 907.2.11.1 or 907.2.11.2:

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

907.2.11.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 907.2.11.1 or 907.2.11.2.

907.2.11.5 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit or sleeping unit in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

907.2.11.6 Power source. In new construction, required smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery back-up shall be connected to an emergency electrical system in accordance with Section 604. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are not required to be equipped with battery backup where they are connected to an emergency electrical system that com- plies with Section 604.

907.2.11.7 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907.
2. Activation of a smoke detector in a dwelling unit or sleeping unit shall initiate alarm notification in the dwelling unit or sleeping unit in accordance with Section 907.5.2.
3. Activation of a smoke detector in a dwelling unit or sleeping unit shall not activate alarm notification appliances outside of the dwelling unit or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6.

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Section 907.2.12 is deleted and replaced with the following:

907.2.12 Special amusement buildings. An automatic smoke detection system shall be provided in special amusement buildings in accordance with Sections 907.2.12.1 through 907.2.12.3.

907.2.12.1 Alarm. Activation of any single smoke detector, the automatic sprinkler system or any other automatic fire detection device shall immediately activate an audible and visible alarm at the building at a constantly attended location from which emergency action can be initiated, including the capability of manual initiation of requirements in Section 907.2.12.2.

907.2.12.2 System response. The activation of two or more smoke detectors, a single smoke detector equipped with an alarm verification feature, the automatic sprinkler system or other approved fire detection device shall automatically do all of the following:

1. Cause illumination of the means of egress with light of not less than 1 foot candle (11 lux) at the walking surface level.
2. Stop any conflicting or confusing sounds and visual distractions.
3. Activate an approved directional exit marking that will become apparent in an emergency.
4. Activate a prerecorded message, audible throughout the special amusement building, instructing patrons to proceed to the nearest exit. Alarm signals used in conjunction with the prerecorded message shall produce a sound that is distinctive from other sounds used during normal operation.

907.2.12.3 Emergency voice/alarm communication system. An emergency voice/alarm communication system, which is also allowed to serve as a public address system, shall be installed in accordance with Section 907.5.2.2 and be audible throughout the entire special amusement building.

Section 907.2.13 is deleted and replaced with the following:

907.2.13 High-rise buildings. High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section

907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 of this code and Section 412 of the
2. International Building Code.
3. Open parking garages in accordance with Section 406.5 of the International Building Code.
4. Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code.
5. Low-hazard special occupancies in accordance with Section 503.1.1 of the International Building Code.
6. Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the
7. International Building Code.
8. In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and occupant notification shall be broadcast by the emergency voice/alarm communication system.

907.2.13.1 Automatic smoke detection. Automatic smoke detection in high-rise buildings shall be in

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accordance with Sections 907.2.13.1.1 and 907.2.13.1.2.

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall activate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. In addition to smoke detectors required by Sections 907.2.1 through 907.2.10, smoke detectors shall be located as follows:

1. In each mechanical equipment, electrical, transformer, telephone equipment or similar room that is not provided with sprinkler protection.
2. In each elevator machine room, machinery space, control room and control space and in elevator lobbies.

[M] 907.2.13.1.2 Duct smoke detection. Duct smoke detectors complying with Section 907.3.1 shall be located as follows:

1. In the main return air and exhaust air plenum of each air-conditioning system having a capacity greater than 2,000 cubic feet per minute (cfm) (0.94 m3/s). Such detectors shall be located in a serviceable area downstream of the last duct inlet.
2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m3/s) and serving not more than 10 air-inlet openings.

907.2.13.2 Fire department communication system. Where a wired communication system is approved in lieu of an emergency responder radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 and shall operate between a fire command center complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge and inside interior exit stairways. The fire department communication device shall be provided at each floor level within the interior exit stairway.

907.2.13.3 Multiple-channel voice evacuation. In buildings with an occupied floor more than 120 feet above the lowest level of fire department vehicle access, voice evacuation systems for high-rise buildings shall be multiple-channel systems.

Section 907.2.14 is deleted and replaced with the following:

907.2.14 Atriums connecting more than two stories. A fire alarm system shall be installed in occupancies with an atrium that connects more than two stories, with smoke detection in locations required by a rational analysis in Section 909.4 and in accordance with the system operation requirements in Section 909.17. The system shall be activated in accordance with Section 907.5. Such occupancies in Group A, E or M shall be provided with an emergency voice/alarm communication system complying with the requirements of Section 907.5.2.2.

Section 907.2.15 is deleted and replaced with the following:

907.2.15 High-piled combustible storage areas. An automatic smoke detection system shall be installed throughout high-piled combustible storage areas where required by Section 3206.5.

Section 907.2.16 is deleted and replaced with the following:

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907.2.16 Aerosol storage uses. Aerosol storage rooms and general-purpose warehouses containing aerosols shall be provided with an approved manual fire alarm system where required by this code.

Section 907.2.17 is deleted and replaced with the following:

907.2.17 Lumber, wood structural panel and veneer mills. Lumber, wood structural panel and veneer mills shall be provided with a manual fire alarm system.

Section 907.2.18 is deleted and replaced with the following:

907.2.18 Underground buildings with smoke control systems. Where a smoke control system is installed in an underground building in accordance with the International Building Code, automatic smoke detectors shall be provided in accordance with Section 907.2.18.1.

907.2.18.1 Smoke detectors. Not fewer than one smoke detector listed for the intended purpose shall be installed in all of the following areas:

1. Mechanical equipment, electrical, transformer, telephone equipment, elevator machine or similar rooms.
2. Elevator lobbies.
3. The main return and exhaust air plenum of each air-conditioning system serving more than one story and located in a serviceable area downstream of the last duct inlet.
4. Each connection to a vertical duct or riser serving two or more floors from return air ducts or plenums of heating, ventilating and air-conditioning systems, except that in Group R occupancies, a listed smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m3/s) and serving not more than 10 air inlet openings.

907.2.19 Alarm required. Activation of the smoke control system shall activate an audible alarm at a constantly attended location.

Section 907.2.19 is deleted and replaced with the following:

907.2.19 Deep underground buildings. Where the lowest level of a structure is more than 60 feet (18 288 mm) below the finished floor of the lowest level of exit discharge, the structure shall be equipped throughout with a manual fire alarm system, including an emergency voice/ alarm communication system installed in accordance with Section 907.5.2.2.

Section 907.2.20 is deleted and replaced with the following:

907.2.20 Covered and open mall buildings. Where the total floor area exceeds 50,000 square feet (4645 m2) within either a covered mall building or within the perimeter line of an open mall building, an emergency voice/ alarm communication system shall be provided. Emergency voice/alarm communication systems serving a mall, required or otherwise, shall be accessible to the fire department. The system shall be provided in accordance with Section 907.5.2.2.

Section 907.2.21 is deleted and replaced with the following:

907.2.21 Residential aircraft hangars. Not fewer than one single-station smoke alarm shall be installed within a residential aircraft hangar as defined in Chapter 2 of the International Building Code and shall be

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interconnected into the residential smoke alarm or other sounding device to provide an alarm that will be audible in all sleeping areas of the dwelling.

Section 907.2.22 is deleted and replaced with the following:

907.2.22 Airport traffic control towers. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be provided in airport control towers in accordance with Sections 907.2.22.1 and 907.2.22.2.

Exception: Audible appliances shall not be installed within the control tower cab.

907.2.22.1 Airport traffic control towers with multiple exits and automatic sprinklers. Airport traffic control towers with multiple exits and equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 shall be provided with smoke detectors in all of the following locations:

1. Airport traffic control cab.
2. Electrical and mechanical equipment rooms.
3. Airport terminal radar and electronics rooms.
4. Outside each opening into interior exit stairways.
5. Along the single means of egress permitted from observation levels.
6. Outside each opening into the single means of egress permitted from observation levels.

907.2.22.2 Other airport traffic control towers. Air- port traffic control towers with a single exit or where sprinklers are not installed throughout shall be provided with smoke detectors in all of the following locations:

1. Airport traffic control cab.
2. Electrical and mechanical equipment rooms.
3. Airport terminal radar and electronics rooms.
4. Office spaces incidental to the tower operation.
5. Lounges for employees, including sanitary facilities.
6. Means of egress.
7. Accessible utility shafts.

Section 907.2.23 is deleted and replaced with the following:

907.2.23 Battery rooms. An automatic smoke detection system shall be installed in areas containing stationary storage battery systems with a liquid capacity of more than 50 gallons (189 L).

Section 907.2.24 is added and reads as follows:

907.2.24 Capacitor energy storage systems. An automatic smoke detection system shall be installed in areas containing capacitor energy storage systems as required by Section 1206.3.

Section 912.2.1 is deleted and replaced with the following:

912.21 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise

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~~approved by the fire marshal. The fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire marshal.~~

PREVIOUSLY ACCEPTED AMENDMENT

Section 912.6 is amended to read as follows~~is deleted and replaced with the following~~:

912.6 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow in accordance with the City of Avondale Engineering Division requirements.

~~**Section 1103.5 is deleted in its entirety and replaced with the following:**~~

~~**1103.5 Sprinkler systems.** An automatic sprinkler system shall be provided in existing buildings in accordance with Sections 1103.5.1 through 1103.5.7.~~

~~**1103.5.1 Group A-2.** Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system shall be installed in accordance with Section 903.3.1.1.~~

~~**1103.5.2 Group I-2.** In Group I-2, an automatic sprinkler system shall be provided in accordance with Section 1105.9.~~

~~**1103.5.3 Group I-2 Condition 2.** In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2 Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed within two years of the Notice of Violation date.~~

~~**1103.5.4 Pyroxylin plastics.** An automatic sprinkler system shall be provided throughout existing buildings where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg). Vaults located within buildings for the storage of raw pyroxylin shall be protected with an approved automatic sprinkler system capable of discharging 1.66 gallons per minute per square foot (68 L/min/m2) over the area of the vault.~~

~~**1103.5.5 Retrofit in Single-family Dwellings, Group R-3, or R-4 occupancies.** An automatic fire sprinkler system shall be provided throughout a single-family dwelling, Group R-3, or R-4 occupancy when one or more additions increase the new total building area to exceed 5,000 square feet (464 m2). The calculated area shall include all livable space and the area of any attached garage, carports, aircraft hangar or basement.~~

~~**1103.5.6 Building additions.** Building additions in existing occupancies shall be protected by an automatic fire sprinkler when:~~

1. ~~Building additions equal 50 percent or more of the existing building floor area, or exceed 10,000 square feet (929 m2), whichever is less.~~
2. ~~Two or more building permits related to increased square footage are issued over any three consecutive years where:~~
    a. ~~The aggregate of the additions exceeds 50 percent of the square footage of the building as of July 1, 2017.~~
    b. ~~The new total area of the building is greater than 10,000 square feet (929 m2).~~

3. Building additions are required to be protected in accordance with International Building Code or International Residential Code.

An automatic fire sprinkler system shall be installed when 50 percent or more of the roof assembly is replaced or repaired due to fire damage or structure failure, or when the removal of existing fire-rated assemblies results in an increase of the original basic allowable area.

1103.5.7 Change of use. An automatic sprinkler system shall be installed throughout when a building, regardless of the building area, undergoes a change of occupancy to a higher hazard level as defined by Table

TABLE 1103.5.7 HAZARD LEVEL		
HAZARD LEVEL	**1997 UBC OCCUPANCY TYPE**	**2102 IFC OCCUPANCY TYPE**
1 (highest)	A, H, I, R-1, R-2	A, B-AGC[F], H, I, R-1, R-2, R-4
2	F-1, S-1, S-5	F-1, S-1
3	E, F-2, S-2, S-3, S-4	E, F-2, S-2
4 (lowest)	B, M, R-3, U	B, M, R-3, U

1. Business – Ambulatory Group Care Facility

Section 1103.11 is added to read as follows:

1103.11 Ceiling tiles. Ceiling tiles shall be maintained in place.

Chapter 12 is deleted in its entirety and replaced with the following:

Title: Chapter 12: ENERGY SYSTEMS SECTION 1201 GENERAL

Section 1201.1 Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

Section 1201.2 Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be installed and maintained in accordance with Chapter 12 and NFPA 70.

Section 1201.3 Mixed system installation. Where approved, the aggregate kWh energy in a fire area shall not exceed the maximum quantity specified for any of the energy systems in this chapter. Where required by the fire marshal, a hazard mitigation analysis shall be provided and approved in accordance with Section 104.7.2 to evaluate any potential adverse interaction between the various energy systems and technologies.

SECTION 1202 DEFINITIONS

1202.1 Definitions. The following terms are defined in Chapter 2: BATTERY SYSTEM, STATIONARY STORAGE. BATTERY TYPES.

LEAD-ACID BATTERY.

CAPACITOR ARRAY.

CAPACITOR ENERGY STORAGE SYSTEM. CRITICAL CIRCUIT.

EMERGENCY POWER SYSTEM. ENERGY MANAGEMENT SYSTEM.

FUEL CELL POWER SYSTEM, STATIONARY. STANDBY POWER SYSTEM.

STATIONARY BATTERY ARRAY. STATIONARY FUEL CELL POWER SYSTEM.

SECTION 1203 EMERGENCY AND STANDBY POWER SYSTEMS

1203.1 General. Emergency power systems and standby power systems required by this code or the International Building Code shall comply with Sections 1203.1.1 through1203.1.9.

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200. Associated flammable or combustible liquid tanks shall also comply with Chapters 50 and 57.

1203.1.2 Fuel line piping protection. Fuel lines supplying a generator set inside a high-rise building shall be separated from areas of the building other than the room the generator is located in by an approved method, or an assembly that has a fire resistance rating of not less than 2 hours. Where the building is protected throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, the required fire resistance rating shall be reduced to 1 hour.

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111.

1203.1.4 Load transfer. Emergency power systems shall automatically provide secondary power within 10 seconds after primary power is lost, unless specified otherwise in this code. Standby power systems shall automatically provide secondary power within 60 seconds after primary power is lost, unless specified otherwise in this code.

1203.1.5 Load duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

1203.1.6 Uninterruptable power source. An uninterrupted source of power shall be provided for equipment where required by the manufacturer's instructions, the listing, this code or applicable referenced standards.

1203.1.7 Interchangeability. Emergency power systems shall be an acceptable alternative for installations that require standby power systems.

1203.1.8 Group I-2 occupancies. In Group I-2 occupancies located in flood hazard areas established in Section 1612.3 of the International Building Code and where new or replacement essential electrical systems are installed and where new essential electrical system generators are installed, the systems and generators shall be located and installed in accordance with ASCE 24. Where connections for hook-up of temporary generators are provided, the connections shall be located at or above the elevation required in ASCE 24.

1203.1.9 Maintenance. Existing installations shall be maintained in accordance with the original approval and Section 1203.4.

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1203.2 Where required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18.

1203.2.1 Ambulatory care facilities. Essential electrical systems for ambulatory care facilities shall be in accordance with Section 422.6 of the International Building Code.

1203.2.2 Elevators and platform lifts. Standby power shall be provided for elevators and platform lifts as required in Sections 606.2, 1009.4.1, and 1009.5.

1203.2.3 Emergency responder radio coverage systems. Standby power shall be provided for emergency responder radio coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the emergency responder radio coverage system for a duration of not less than 24 hours.

1203.2.4 Emergency voice/alarm communication systems. emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1203.2.5 Exit signs. Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes.

1203.2.6 Gas detection systems. Emergency power shall be provided for gas detection systems where required by Sections 1203.2.9 and 1203.2.16. Standby power shall be provided for gas detection systems where required by Section 916.5.

1203.2.7 Group I-2 occupancies. Essential electrical systems for Group I-2 occupancies shall be in accordance with Section 407.11 of the International Building Code.

1203.2.8 Group I-3 occupancies. Power-operated sliding doors or power-operated locks for swinging doors in Group I-3 occupancies shall be operable by a manual release mechanism at the door. Emergency power shall be provided for the doors and locks.

Exceptions:

1. Emergency power is not required in facilities where provisions for remote locking and unlocking of occupied rooms in Occupancy Condition 4 are not required as set forth in the International Building Code.
2. Emergency power is not required where remote mechanical operating releases are provided.

1203.2.9 Hazardous materials. Emergency and standby power shall be provided in occupancies with hazardous materials as required in the following sections:

1. Sections 5004.7 and 5005.1.5 for hazardous materials.
2. Sections 6004.2.2.8 and 6004.3.4.2 for highly toxic and toxic gases.
3. Section 6204.1.11 for organic peroxides.

1203.2.10 High-rise buildings. Standby power and emergency power shall be provided for high-rise buildings as required in Section 403 of the International Building Code and shall be in accordance with Section 1203.

1203.2.11 Horizontal sliding doors. Standby power shall be provided for horizontal sliding doors as required in Section 1010.1.4.3. The standby power supply shall have a capacity to operate not fewer than 50 closing

~~cycles of the door.~~

~~**1203.2.12 Hydrogen fuel gas rooms.** Standby power shall be provided for hydrogen fuel gas rooms as required by Section 5808.7.~~

~~**1203.2.13 Laboratory suites.** Standby or emergency power shall be provided in accordance with Section 5004.7 where laboratory suites are located above the sixth story above grade plane or located in a story below grade plane.~~

~~**1203.2.14 Means of egress illumination.** Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1.~~

~~**1203.2.15 Membrane structures.** Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.~~

~~**1203.2.16 Semiconductor fabrication facilities.** Emergency power shall be provided for semiconductor fabrication facilities as required in Section 2703.15.~~

~~**1203.2.17 Smoke control systems.** Standby power shall be provided for smoke control systems as required in Section 909.11.~~

~~**1203.2.18 Underground buildings.** Emergency and standby power shall be provided in underground buildings as required in Section 405 of the International Building Code and shall be in accordance with Section 1203.~~

~~**1203.3 Critical circuits.** Required critical circuits shall be protected using one of the following methods:~~

1. ~~Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire resistance rating of not less than 1 hour.~~
2. ~~Electrical circuit protective systems shall have a fire resistance rating of not less than 1 hour. Electrical circuit protective systems shall be installed in accordance with their listing requirements.~~
3. ~~Construction having a fire resistance rating of not less than 1 hour.~~

~~**1203.4 Maintenance.** Emergency and standby power systems shall be maintained in accordance with NFPA 110 and NFPA 111 such that the system is capable of supplying service within the time specified for the type and duration required.~~

~~**1203.4.1 Group I-2.** In Group I-2 occupancies, emergency and standby power systems shall be maintained in accordance with NFPA 99.~~

~~**1203.4.2 Schedule.** Inspection, testing and maintenance of emergency and standby power systems shall be in accordance with an approved schedule established upon completion and approval of the system installation.~~

~~**1203.4.3 Records.** Records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be maintained.~~

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1203.4.4 Switch maintenance. Emergency and standby power system transfer switches shall be included in the inspection, testing and maintenance schedule required by Section 1203.4.2. Transfer switches shall be maintained free from accumulated dust and dirt. Inspection shall include examination of the transfer switch contacts for evidence of deterioration. When evidence of contact deterioration is detected, the contacts shall be replaced in accordance with the transfer switch manufacturer's instructions.

1203.5 Operational inspection and testing. Emergency power systems, including all appurtenant components, shall be inspected and tested under load in accordance with NFPA 110 and NFPA 111.

> **Exception:** Where the emergency power system is used for standby power or peak load shaving, such use shall be recorded and shall be allowed to be substituted for scheduled testing of the generator set, provided that appropriate records are maintained.

1203.5.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be inspected and tested under load in accordance with NFPA 99.

1203.5.2 Transfer switch test. The test of the transfer switch shall consist of electrically operating the transfer switch from the normal position to the alternate position and then return to the normal position.

1203.6 Supervision of maintenance and testing. Routine maintenance, inspection and operational testing shall be overseen by a properly instructed individual.

SECTION 1204 SOLAR PHOTOVOLTAIC POWER SYSTEMS

1204.1 General. Solar photovoltaic systems shall be installed in accordance with Sections 1204.2 through 1204.5, and the International Building Code or International Residential Code. The electrical portion of solar PV systems shall be installed in accordance with NFPA 70.

1204.1.1 Permits. Permits shall be obtained for solar voltaic systems.

1204.1.2 Marking. Marking is required on interior and exterior direct current (DC) conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects.

1204.1.2.1 Materials. The materials used for marking shall be reflective, weather resistant and suitable for the environment. Marking as required in Sections 1204.1.2 through 1204.1.6 shall have all letters capitalized with a minimum height of 3/8 inch (9.5 mm) white on red background.

1204.1.2.2 Marking content. The marking shall contain the words "WARNING: PHOTOVOLTAIC POWER SOURCE."

1204.1.2.3 Main service disconnect. The marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the disconnect is operated.

1204.1.3 Location of marking. Marking shall be placed on interior and exterior DC conduit, raceways, enclosures and cable assemblies every 10 feet (3048 mm), within 1 foot (305 mm) of turns or bends and within 1 foot (305 mm) above and below penetrations of roof/ceiling assemblies, walls or barriers.

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in

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~~accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing the roof. Pathways shall be in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.~~

~~Residential structures shall be designed so that each photovoltaic array is not greater than 150 feet (45 720 mm) by 150 feet (45 720 mm) in either axis.~~

~~Exception:~~

1. ~~Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.~~
2. ~~Roof access, pathways and spacing requirements need not be provided where the fire marshal has determined that rooftop operations will not be employed.~~

~~1204.2.1 Solar photovoltaic systems for Group R-3 buildings.~~ ~~Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.5.~~

~~Exceptions:~~

1. ~~The requirements shall not apply to structures designed and constructed in accordance with the International Residential Code.~~
2. ~~These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.~~

~~1204.2.1.1 Roof access points.~~ ~~Roof access points shall be located in areas that do not require the placement of ground ladders over openings such as windows or doors and located at strong points of building construction in locations where the access point does not conflict with overhead obstructions such as tree limbs, wires, or signs.~~

~~1204.2.1.2 Residential buildings with hip roof layouts.~~ ~~Panels or modules installed on residential buildings with hip roof layouts shall be located in a manner that provides two 3-foot-wide (914 mm) clear access pathway from the eave to the ridge on each roof slope where panels or modules are located.~~

~~1204.2.1.3 Residential buildings with a single ridge.~~ ~~Panels/modules installed on residential buildings with a single ridge shall be in a manner that provides two 3-foot-wide (914 mm) access pathways from the eave to the ridge on each roof slope where panels/modules are located.~~

~~1204.2.1.4 Residential buildings with roof hips and valleys.~~ ~~Panels or modules installed on residential buildings with roof hips and valleys shall be located not closer than 18 inches (457 mm) to a hip or a valley where panels or modules are to be placed on both sides of a hip or valley. Where panels are to be located on only one side of a hip or valley that is of equal length, the panels shall be permitted to be placed directly adjacent to the hip or valley.~~

~~1204.2.1.5 Residential building smoke ventilation.~~ ~~Panels/modules installed on residential buildings shall be located no higher than 3 feet (914 mm) below the ridge.~~

~~1204.2.2 Emergency escape and rescue openings.~~ ~~Panels and modules installed on Group R-3 buildings shall not be placed on the portion of a roof that is below an emergency escape and rescue opening. A pathway of not less than 36 inches (914 mm) wide shall be provided to the emergency escape and rescue opening.~~

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1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the fire marshal that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation requirements in Sections 1204.2.1.1 through 1204.2.1.5 are a suitable alternative.

1204.3.1 Perimeter pathways. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet (1219 mm).

Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

1. Pathways shall be provided at intervals not greater than 150 feet (45 720 mm) throughout the length and width of the roof.
2. A pathway not less than 4 feet (1219 mm) wide in a straight line to roof standpipes or ventilation hatches.
3. A pathway not less than 4 feet (1219 mm) wide around roof access hatches, with no fewer than one such pathway to a parapet or roof edge.
4. The pathway shall be over areas capable of supporting the live load of firefighters accessing the roof.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

1. Where nongravity-operated smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide shall be provided bordering all sides.
2. Smoke ventilation options between array sections shall be one of the following:
    a. A pathway not less than 8 feet (2438 mm) wide.
    b. Where gravity-operated dropout smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide on not fewer than one side.
    c. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

1204.5 Buildings with rapid shutdown. Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1204.5.1 through 1204.5.3.

1204.5.1 Rapid shutdown type. The type of solar photovoltaic system rapid shutdown shall be labeled with one of the following:

1. For solar photovoltaic systems that shut down the array and the conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3⁄8 inch (10 mm) in black on a yellow background. The remaining characters shall be uppercase with a minimum height of 3/16 inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(1) and state the following:

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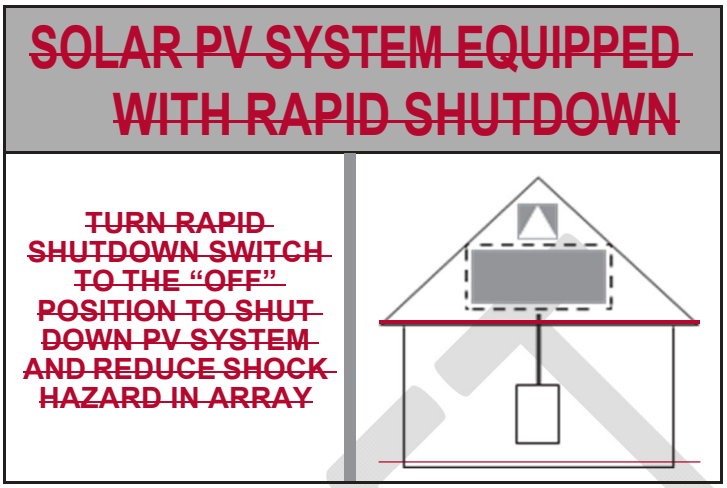
~~SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN ARRAY.~~

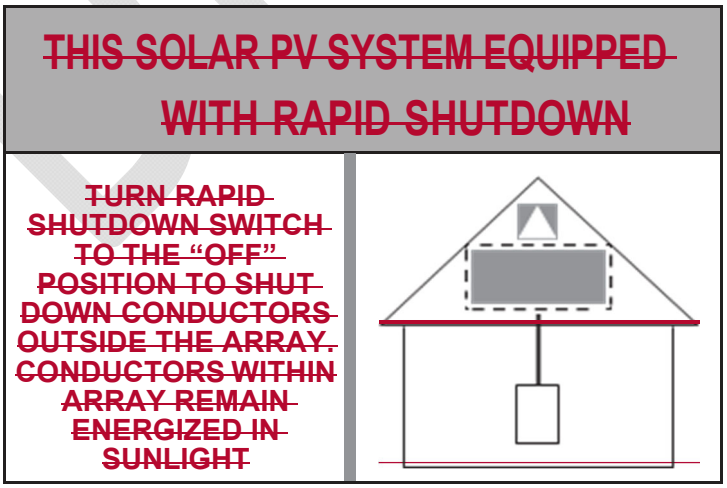


~~FIGURE 1204.5.1(1)~~

~~LABEL FOR SOLAR PV SYSTEMS THAT REDUCE SHOCK HAZARD WITHIN ARRAY AND SHUT DOWN CONDUCTORS LEAVING ARRAY~~

~~2. For photovoltaic systems that only shut down conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3/8 inch (10 mm) in white on a red background and the remaining characters shall be capitalized with a minimum height of 3/16 inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(2) and state the following:~~

~~THIS SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN CONDUCTORS OUTSIDE THE ARRAY. CONDUCTORS WITHIN ARRAY REMAIN ENERGIZED IN SUNLIGHT.~~



~~FIGURE 1204.5.1(2)~~

~~LABEL FOR SOLAR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY~~

1204.5.1.1 Diagram. The labels in Section 1204.5.1 shall include a simple diagram of a building with a roof. Diagram sections in red signify sections of the solar photovoltaic system that are not shut down when the rapid shutdown switch is turned off.

1204.5.1.2 Location. The rapid shutdown label in Section 1204.5.1 shall be located not greater than 3 feet (914 mm) from the service disconnecting means to which the photovoltaic systems are connected and shall indicate the location of all identified rapid shutdown switches if not at the same location.

1204.5.2 Buildings with more than one rapid shutdown type. Solar photovoltaic systems that contain rapid shutdown in accordance with both Items 1 and 2 of Section 1204.5.1 or solar photovoltaic systems where only portions of the systems on the building contain rapid shutdown, shall provide a detailed plan view diagram of the roof showing each different photovoltaic system and a dotted line around areas that remain energized after the rapid shutdown switch is operated.

1204.5.3 Rapid shutdown switch. A rapid shutdown switch shall have a label located not greater than 3 feet (914 mm) from the switch that states the following:

RAPID SHUTDOWN SWITCH FOR SOLAR PV SYSTEM

SECTION 1205 STATIONARY FUEL CELL POWER SYSTEMS

1205.1 General. Stationary fuel cell power systems in new and existing occupancies shall comply with this section.

1205.2 Permits. Permits shall be obtained for stationary fuel cell power systems as set forth in Section 105.7.10.

1205.3 Equipment. Stationary fuel cell power systems shall comply with the following:

1. Prepackaged fuel cell power systems shall be listed and labeled in accordance with CSA FC 1.
2. The modules and components in a pre-engineered fuel cell power system shall be listed and labeled in accordance with CSA FC 1 and interconnected to complete the assembly of the system at the job site in accordance with the manufacturer's instructions and the module and component listings.
3. Field-fabricated fuel cell power systems shall be approved based on a review of the technical report provided in accordance with Section 104.7.2. The report shall be prepared by and bear the stamp of a registered design professional and shall include:
4. A fire risk evaluation.
5. An evaluation demonstrating that modules and components in the fuel cell power system comply with applicable requirements in CSA FC 1.
6. Documentation of the fuel cell power system's compliance with applicable NFPA 2 and NFPA 853 construction requirements.

1205.4 Installation. Stationary fuel cell power systems shall be installed and maintained in accordance with NFPA 70 and NFPA 853, the manufacturer's installation instructions, and the listing. Stationary fuel cell power systems fueled by hydrogen shall be installed and maintained in accordance with NFPA 2 and NFPA 70, the manufacturer's installation instructions and the listing.

1205.5 Residential use. Stationary fuel cell power systems shall not be installed in Single- and Two-family

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dwellings, Group R-3 and R-4 buildings, or dwelling units associated with Group R-2 buildings unless they are specifically listed for residential use.

1205.6 Indoor installations. Stationary fuel cell power systems installed in indoor locations shall comply with Sections 1205.6 through 1205.6.2. For purposes of this section, an indoor location includes a roof and 50 percent or greater enclosing walls.

1205.6.1 Listed. Stationary fuel cell power systems installed indoors shall be specifically listed and labeled for indoor use.

1205.6.2 Separation. Rooms containing stationary fuel cell power systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the International Building Code.

1. Group B, F, M, S and U occupancies by 1-hour fire resistance rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

Exception: Stationary fuel cell power systems with an aggregate rating less than 50 kW shall not be required to be separated from other occupancies provided that the systems comply with Section 9.3 of NFPA 853.

1205.7 Vehicle impact protection. Where stationary fuel cell power systems are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312.

1205.8 Outdoor installation. Stationary fuel cell power systems located outdoors shall be separated by not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Any portion of a designated means of egress system.
8. Other exposure hazards.

1205.9 Fuel supply. The design, location and installation of the fuel supply for stationary fuel cell power systems shall comply with Chapter 53, Chapter 58 and the International Fuel Gas Code, based on the fuel being supplied to the system.

1205.10 Manual shutoff. Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the stationary fuel cell power system are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the stationary fuel cell power system is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise approved by the fire marshal.

1205.11 Ventilation and exhaust. Ventilation and exhaust for stationary fuel cell power systems shall be provided in accordance with NFPA 853.

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1205.12 Fire suppression. Fire suppression for stationary fuel cell power system installations shall be provided in accordance with NFPA 853.

1205.13 Gas detection systems. Stationary fuel cell power systems shall be provided with a gas detection system. Detection shall be provided in approved locations in the fuel cell power system enclosure, the exhaust system or the room that encloses the fuel cell power system. The system shall be designed to activate at a flammable gas concentration of not more than 25 percent of the lower flammable limit (LFL).

1205.13.1 System activation. The activation of the gas detection system shall automatically:

1. Close valves between the gas supply and the fuel cell power system.
2. Shut down the fuel cell power system.
3. Initiate local audible and visible alarms in approved locations.

SECTION 1206 ELECTRICAL ENERGY STORAGE SYSTEMS

1206.1 Scope. The provisions in this section are applicable to energy storage systems designed to provide electrical power to a building, facility or electric utility. These systems are used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities. Energy storage systems in Single- and Two-family dwellings, Group R-3 and R-4 occupancies shall be in accordance with Sections 1206.2.1 and 1206.4.

Approved signage is required for all installations.

1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.13.6, as applicable. Approved signage is required for all installations.

TABLE 1206.2

BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES

BATTERY TECHNOLOGY	CAPACITY[a] (kWh)
Flow batteries[b]	20
Lead acid, all types	70
Lithium, all types	20
Nickel cadmium (Ni-Cd)	70
Sodium, all types	20[c]
Other battery technologies	10

For SI: 1 kilowatt hour = 3.6 megajoules

a. For batteries rated in amp-hours, kWh shall be equal rated value times amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. 70 kWh for sodium-ion technologies.

1206.2.1 Permits. Permits shall be obtained for the installation and operation of stationary storage battery systems in accordance with Section 105.7.2.

1206.2.2 Construction documents. The following information shall be provided with the permit application:

a. Location and layout diagram of the room in which the stationary storage battery system is to be installed.

b. Details on hourly fire-resistance-rated assemblies provided.

c. Quantities and types of storage batteries and battery systems.

d. Manufacturer's specifications, ratings and listings of storage batteries and battery systems.

e. Details on energy management systems.

f. Location and content of signage.

g. Details on fire-extinguishing, smoke detection and ventilation systems.

h. Rack storage arrangement, including seismic support criteria.

1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

a. Battery technologies not specifically identified in Table 1206.2 are provided.

b. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.

c. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

d. Where required by the fire marshal.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the fire marshal. Only single failure modes shall be considered.

a. Thermal runaway condition in a single battery storage rack, module or array.

b. Failure of any energy managemen899t system.

c. Failure of any required ventilation system.

d. Voltage surges on the primary electric supply.

e. Short circuits on the load side of the stationary battery storage system.

f. Failure of the smoke detection, fire-extinguishing or gas detection system.

g. Spill neutralization not being provided or failure of the secondary containment system.

h. Failure of temperature control.

1206.2.3.2 Analysis approval. The fire marshal is authorized to approve the hazardous mitigation analysis provided that the hazard mitigation analysis demonstrates all of the following:

a. Fires or explosions will be contained within unoccupied battery storage rooms for the minimum duration of the fire-resistance-rated walls identified in Table 509.1 of the International Building Code.

b. Fires and explosions in battery cabinets in occupied work centers will be detected in time to allow occupants within the room to evacuate safely.

c. Toxic and highly toxic gases released during fires and other fault conditions shall not reach concentrations in excess of Immediately Dangerous to Life or Health (IDLH) levels in the building or adjacent means of egress routes during the time deemed necessary to evacuate from that area.

d. Flammable gases released from batteries during charging, discharging and normal operation shall not exceed 10 percent of their lower flammability limit (LFL).

e. Flammable gases released from batteries during fire, overcharging and other abnormal conditions shall not create an explosion hazard that will injure occupants or emergency responders.

1206.2.3.3 Additional protection measures. Construction, equipment and systems that are required for the stationary storage battery system to comply with the hazardous mitigation analysis, including but not limited to

those specifically described in Section 1206.2, shall be installed, maintained and tested in accordance with nationally recognized standards and specified design parameters.

1206.2.3.4 Large-scale fire testing. Where required in Section 1206, large-scale fire testing shall be conducted on a representative stationary storage battery system, in accordance with UL 9540A. The testing shall be conducted or witnessed and reported by an approved testing laboratory. The test report shall be provided to the fire marshal for review and approval in accordance with Section 104.7.2.

1206.2.3.5 Fire remediation. Where a fire or other event has damaged a stationary storage battery system and ignition, or re-ignition of the stationary storage battery system is possible, the fire marshal may require the system owner, agent, or lessee to take actions, at their expense, to mitigate the hazard or remove the damaged equipment from the premise, to a safe location.

1206.2.3.6 Forensic analysis. The fire marshal may also require a forensic analysis of the cause of failure by an independent laboratory approved by the fire marshal in accordance with Section 104.10.2.

1206.2.4 Seismic and structural design. Stationary storage battery systems shall comply with the seismic design requirements in Chapter 16 of the International Building Code and shall not exceed the floor loading limitation of the building.

1206.2.5 Vehicle impact protection. Where stationary storage battery systems are subject to impact by a motor vehicle, including forklifts, vehicle impact protection shall be provided in accordance with Section 312.

1206.2.6 Combustible storage. Combustible materials not related to the stationary storage battery system shall not be stored in battery rooms, cabinets or enclosures. Combustible materials in occupied work centers covered by Section 1206.2.8.5 shall not be stored less than 3 feet (915 mm) from battery cabinets.

1206.2.7 Testing, maintenance and repair. Storage batteries and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any storage batteries or system components used to replace existing units shall be compatible with the battery charger, energy management systems, other storage batteries and other safety systems. Introducing other types of storage batteries into the stationary storage battery system or other types of electrolytes into flow battery systems shall be treated as a new installation and require approval by the fire marshal before the replacements are introduced into service.

1206.2.8 Location and construction. Rooms and areas containing stationary storage battery systems shall be designed, located and constructed in accordance with Sections 1206.2.8.1 through 1206.2.8.7.4.

1206.2.8.1 Location. Stationary storage battery systems shall not be in the following areas:

1. Where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access,
2. Where the floor level is located below the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems less than 50 VAC and 60 VDC installed in facilities under the exclusive control of communications utilities in accordance with NFPA 76.
2. Where approved, installations shall be permitted in underground vaults complying with NFPA 70, Article 450, Part III.
3. Where approved by the fire marshal, installations shall be permitted on higher and lower floors.

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4. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where approved by the fire marshal.

1206.2.8.2 Separation. Rooms containing stationary storage battery systems shall be separated from other areas of the building in accordance with Section 509.1 of the International Building Code. Battery systems shall be allowed to be in the same room with the equipment they support.

1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and pre-engineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed pre-engineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each, *where approved by the fire marshal.
3. The fire marshal is authorized to approve listed, pre-engineered and prepackaged battery arrays with larger capacities or smaller battery array spacing if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving one array will not propagate to an adjacent array, and be contained within the room for a duration equal to the fire resistance rating of the room separation specified in Table 509 of the International Building Code.

1206.2.8.4 Separate rooms. Where stationary batteries are installed in a separate equipment room that can be accessed only by authorized personnel, they shall be permitted to be installed on an open rack for ease of maintenance.

1206.2.8.5 Occupied work centers. Where stationary storage batteries are in an occupied work center, they shall be housed in a noncombustible cabinet or other enclosure to prevent access by unauthorized personnel.

1206.2.8.5.1 Cabinets. Where stationary batteries are contained in cabinets in occupied work centers, the cabinet enclosures shall be located within 10 feet (3048 mm) of the equipment that they support.

1206.2.8.6 Signage. Approved signs shall be provided on or adjacent to all entry for battery storage rooms or areas and on enclosures of battery storage cabinets and walk-in units located outdoors, on rooftops or in open parking garages. Signs designed to meet both the requirements of this section and NFPA 70 shall be permitted. The signage shall include the following or equivalent:

1. "Energy Storage System", "Battery Storage System", "Capacitor Energy Storage System", or the equivalent.
2. The identification of the electrochemical battery energy storage system technology present. "Energized Electrical Circuits"
3. If water reactive electrochemical battery energy storage system are present, the signage shall include "APPLY NO WATER"
4. Current contact information, including phone number, for personnel authorized to service the equipment and fire mitigation personnel.
5. Exception: Existing stationary storage battery systems shall be permitted to include the signage required at the time it was installed.

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1206.2.8.6.1 Electrical disconnects. Where the stationary storage battery system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means indicating the location of stationary storage battery system disconnecting means in accordance with NFPA 70.

1206.2.8.6.2 Cabinet signage. Battery storage cabinets provided in occupied work centers in accordance with Section 1206.2.8.5 shall have exterior labels that identify the manufacturer and model number of the system and electrical rating (voltage and current) of the contained battery system. There shall be signs within the cabinet that indicate the relevant electrical and chemical hazards, as required by Section 1206.2.12.

1206.2.8.7 Outdoor installations. Stationary storage battery systems located outdoors shall comply with Sections 1206.2.8.7 through 1206.2.8.7.4, in addition to all applicable requirements of Section 1206.2. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as battery storage rooms.

> **Exception:** Stationary battery arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by not less than 10 feet (3048 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

> **Exception:** The fire marshal is authorized to approve smaller separation distances if largescale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.2.8.7.2 Means of egress. Stationary storage battery systems located outdoors shall be separated from any means of egress as required by the fire marshal to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

> **Exception:** The fire marshal is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.2.8.7.3 Security of outdoor areas. Outdoor areas in which stationary storage battery systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.2.8.7.4 Walk-in units. Where a stationary storage battery system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

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1206.2.9 Maximum allowable quantities. Fire areas within buildings containing stationary storage battery systems exceeding the maximum allowable quantities in Table 1206.2.9 shall comply with all applicable Group H occupancy requirements in this code and the International Building Code.

Exception: Where approved by the fire marshal, areas containing stationary storage batteries that exceed the amounts in Table 1206.2.9 shall be treated as incidental use areas and not Group H occupancies based on a hazardous mitigation analysis in accordance with Section 1206.2.3 and large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory.

1206.2.9.1 Mixed battery systems. Where areas within buildings contain different types of storage battery technologies, the total aggregate quantities of batteries shall be determined based on the sum of percentages of each battery type quantity divided by the maximum allowable quantity of each battery type. If the sum of the percentages exceeds 100 percent, the area shall be treated as a Group H occupancy in accordance with Table 1206.2.9.

TABLE 1206.2.9

MAXIMUM ALLOWABLE BATTERY QUANTITIES

BATTERY TECHNOLOGY	MAXIMUM ALLOWABLE QUANTITIES	GROUP H OCCUPANCY
Flow batteries[b]	600 kWh	Group H-2
Lead-acid, all types	Unlimited	Not applicable
Lithium, all types	600 kWh	Group H-2
Nickel-cadmium (Ni-Cd)	Unlimited	Not applicable
Sodium, all types	600 kWh	Group H-2
Other battery technologies	200 kWh	Group H-2[c]

For SI: 1 kilowatt hour = 3.6 megajoules

a. For batteries rated in amp-hours, kWh shall be equal rated value times amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. Shall be a Group H-4 occupancy of the fire marshal determines that a fire or thermal runaway involving the battery technology does not represent a significant fire hazard.

1206.2.10 Storage batteries and equipment. The design and installation of storage batteries and related equipment shall comply with Sections 1206.2.10.1 through 1206.2.10.8.

1206.2.10.1 Listings. Storage batteries and battery storage systems shall comply with the following:

a. Storage batteries shall be listed in accordance with UL 1973.

b. Prepackaged and pre-engineered stationary storage battery systems shall be listed in accordance with UL 9540.

Exception: Lead-acid batteries are not required to be listed.

1206.2.10.2 Prepackaged and pre-engineered systems. Prepackaged and pre-engineered stationary storage battery systems shall be installed in accordance with their listing and the manufacturer's instructions.

1206.2.10.3 Energy management system. An approved energy management system shall be provided for battery technologies other than lead-acid and nickel cadmium for monitoring and balancing cell voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal

to an approved location and to an approved annunciator panel if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.2.10.3.1 Annunciator panel. The approved annunciator panel shall visibly indicate any hazardous temperature or other conditions. The location of the annunciator panel shall be approved by the fire marshal.

1206.2.10.4 Battery chargers. Battery chargers shall be compatible with the battery chemistry and the manufacturer's electrical ratings and charging specifications. Battery chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed pre-engineered or prepackaged stationary storage battery system.

1206.2.10.5 Inverters. Inverters shall be listed and labeled in accordance with UL 1741. Only inverters listed and labeled for utility interactive system use and identified as interactive shall be allowed to operate in parallel with the electric utility power system to supply power to common loads.

1206.2.10.6 Safety caps. Vented batteries shall be provided with flame-arresting safety caps.

1206.2.10.7 Thermal runaway. Where required by Section 1206.2.12, storage batteries shall be provided with a listed device or other approved method to prevent, detect and control thermal runaway.

1206.2.10.8 Toxic and highly toxic gas. Stationary storage battery systems that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.2.11 Fire-extinguishing and detection systems. Fire-extinguishing and detection systems shall be provided in accordance with Sections 1206.2.11.1 through 1206.2.11.7.

1206.2.11.1 Fire-extinguishing systems. Rooms and areas within buildings and walk-in units containing electrochemical battery energy storage systems shall be equipped with an automatic sprinkler system installed in accordance with Section 903.3.1.1 with a minimum density of 0.6 gpm/ft.2 based on the fire area or 2,500 square feet (232 m2) design area, whichever is smaller or a sprinkler hazard classification based on large-scale fire testing . Commodity classifications for specific technologies of storage batteries shall be in accordance with Chapter 5 of NFPA 13. If the storage battery types are not addressed in Chapter 5 of NFPA 13, the fire marshal is authorized to approve the fire-extinguishing system based on full scale fire and fault condition testing conducted or witnessed and reported by an approved laboratory.

> **Exception:** Spaces or areas containing stationary storage battery systems used exclusively for telecommunications equipment in accordance with Section 903.2.

1206.2.11.1.1 Alternative fire-extinguishing systems. Battery systems that utilize water reactive materials shall be protected by an approved alternative automatic fire extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of storage batteries in the room. The fire marshal shall be permitted to approve the alternative fire extinguishing system based on full scale fire and fault condition testing conducted or witnessed and reported by an approved laboratory.

1206.2.11.2 Smoke detection system. An approved automatic smoke detection system shall be installed in rooms containing stationary storage battery systems in accordance with Section 907.2.

1206.2.11.3 Ventilation. Where required by Section 1206.2.3 or 1206.2.12, ventilation of rooms containing

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stationary storage battery systems shall be provided in accordance with the International Mechanical Code and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 10 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 m3/(s • m2)] of floor area, but not less than 150 cfm (4 m3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1206.2.11.3.1 Cabinet ventilation. Where cabinets located in occupied spaces contain storage batteries that are required by Section 1206.2.3 or 1206.2.12 to be provided with ventilation, the cabinet shall be provided with ventilation in accordance with Section 1206.2.11.3.

1206.2.11.3.2 Supervision. Required mechanical ventilation systems for rooms and cabinets containing storage batteries shall be supervised by an approved central station, proprietary or remote station service or shall initiate an audible and visual signal at an approved constantly attended on-site location.

1206.2.11.3.3 Standby power. Mechanical exhaust ventilation shall be provided with not less than 6 hours of standby power in accordance with International Building Code.

Separation shall be in accordance with NFPA 70.

Where the building, or a portion of the building, served by the mechanical exhaust ventilation is intended to remain operational / occupied during a utility power outage, through the use of an electrical standby power system, whether required or optional; the mechanical exhaust ventilation shall be connected to both the normal electrical service and emergency or standby power system for equivalent time periods.

1206.2.11.3.4 Mechanical exhaust ventilation controls. Clearly identified separate switches shall be provided both to activate the mechanical exhaust ventilation system and to shutoff the ventilation system.

1206.2.11.4 Gas detection system. Where required by Section 1206.2.3 or 1206.2.12 rooms containing stationary storage battery systems shall be protected by a gas detection system complying with Section 916. The gas detection system shall be designed to activate where the level of flammable gas exceeds 10 percent of the lower flammable limit (LFL), or where the level of toxic or highly toxic gas exceeds one half of the IDLH.

1206.2.11.4.1 System activation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.
4. Activation of the mechanical ventilation system, where the system is interlocked with the gas detection system.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

1206.2.11.5 Spill control and neutralization. Where required by Section 1206.2.12, approved methods and

materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing stationary storage batteries as follows:

1. For batteries with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For batteries with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.2.11.5.1 Spill control barrier. Each rack of batteries, or group of racks shall be provided with a liquid-tight 4-inch (102 mm) spill control barrier that extends at least 1-inch (25 mm) beyond the battery rack in all directions.

1206.2.11.6 Explosion Control. Where required by Section 1206.2.12, explosion control, complying with Section 911, NFPA 68 and NFPA 69, shall be provided for rooms, areas or walk-in units containing electrochemical battery energy storage system technologies.

Exceptions:

1. Where approved, explosion control is permitted to be waived by the fire marshal based on large-scale fire testing demonstrating that flammable gases are not liberated from electrochemical battery energy storage system cells or modules.
2. Where approved, explosion control is permitted to be waived by the fire marshal based on documentation provided in accordance with Section 104.7 that demonstrating that the electrochemical battery energy storage system technology to be used does not have the potential to release flammable gas concentrations in excess of 10 percent of the lower flammable limit (LFL) anywhere in the room, area, walk-in unit or structure under thermal runaway or other fault conditions.

1206.2.11.7 Emergency energy release. An approved means must be provided to safely release stored energy from the batteries in an emergency.

1206.2.12 Specific battery-type requirements. This section includes requirements applicable to specific types of storage batteries. Stationary storage battery systems with more than one type of storage battery shall comply with requirements applicable to each battery type.

1206.2.12.1 Lead-acid storage batteries. Stationary storage battery systems utilizing lead-acid storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Explosion control shall be provided in accordance with Section 1206.11.6.
4. Safety caps shall be provided in accordance with Section 1206.2.10.6.
5. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.
6. The signage in Section 1203.2.8.6 shall indicate the room contains lead-acid batteries.

1206.2.12.2 Nickel-cadmium (Ni-Cd) storage batteries. Stationary storage battery systems utilizing nickel-cadmium (Ni-Cd) storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Explosion control shall be provided in accordance with Section 1206.11.6.

4. Safety caps shall be provided in accordance with Section 1206.2.10.6.
5. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.
6. The signage in Section 1203.2.8.6 shall indicate the room contains nickel-cadmium batteries.

1206.2.12.3 Lithium-ion storage batteries. Stationary storage battery systems utilizing lithium-ion storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Explosion control shall be provided in accordance with Section 1206.11.6.
3. Thermal runaway protection shall be provided in accordance with Section 1206.2.10.7.
4. The signage in Section 1206.2.8.6 shall indicate the type of lithium batteries contained in the room.

1206.2.12.4 Sodium-beta storage batteries. Stationary storage battery systems utilizing sodium-beta storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. The signage in Section 1206.2.8.6 shall indicate the type of sodium batteries in the room and include the instructions, "APPLY NO WATER."

1206.2.12.5 Flow storage batteries. Stationary storage battery systems utilizing flow storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Explosion control shall be provided in accordance with Section 1206.11.6
4. Safety caps shall be provided in accordance with Section 1206.2.10.6.
5. Thermal runaway protection shall be provided in accordance with Section 1206.2.10.7.
6. The signage required in Section 1206.2.8.6 shall indicate the type of flow batteries in the room.

1206.2.12.6 Other battery technologies. Stationary storage battery systems utilizing battery technologies other than those described in Sections 1206.2.12.1 through 1206.2.12.5 shall comply with the following:

1. Gas detection systems complying with Section 916 shall be provided in accordance with Section 1206.2.11.4 where the batteries have the potential to produce toxic or highly toxic gas in the storage room or cabinet in excess of the permissible exposure limits (PEL) during charging, discharging and normal system operation.
2. Mechanical ventilation shall be provided in accordance with Section 1206.2.11.3.
3. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
4. In addition to the signage required in Section 1206.2.8.6, the marking shall identify the type of batteries present, describe the potential hazards associated with the battery type, and indicate that the room contains energized electrical circuits.
5. Explosion control shall be provided in accordance with Section 1206.11.6
6. Safety caps shall be provided in accordance with Section 1206.2.10.6.
7. Thermal runaway protection shall be provided in accordance with Section 1206.2.10.7.

1206.2.13 Special Installations. Rooftop and open parking garage battery energy storage system installations shall comply with Sections 1206.2.13.1 through 1206.2.13.4. Signage shall comply with Section 1206.2.8.6.

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1206.2.13.1 Clearance to exposures. Battery storage systems located on rooftops and in open parking garages shall be separated by not less than 10 feet (3048 mm) from the following exposures:

1. Buildings, except the building on which rooftop battery energy storage system is mounted
2. Any portion of the building on which a rooftop system is mounted that is elevated above the rooftop on which the system is installed
3. Lot lines
4. Public ways
5. Stored combustible materials
6. Locations where motor vehicles can be parked
7. Hazardous materials
8. Other exposure hazards

Exceptions:

1. Clearances are permitted to be reduced to 3 feet (914 mm) where a 1-hour freestanding fire barrier, suitable for exterior use, and extending 5 feet (1524 mm) above and 5 feet (1524 mm) beyond the physical boundary of the battery energy storage system, installation is provided to protect the exposure.
2. Clearances are permitted to be reduced to 3 feet (914 mm) where a weatherproof enclosure constructed of noncombustible materials is provided over the battery energy storage system and it has been demonstrated that a fire within the enclosure will not ignite combustible materials outside the enclosure.

1206.2.13.2 Fire suppression systems. Battery storage systems located in walk-in units on rooftops or in walk-in units in open parking garages shall be provided with automatic fire suppression systems within the battery energy storage system enclosure in accordance with Section 1206.2.11.1. Areas containing battery energy storage systems other than walk-in units in open parking structures on levels not open above to the sky shall be provided with an automatic fire suppression system complying with Section 1206.2.11.1.

1206.2.13.3 Rooftop installations. Battery storage systems and associated equipment that are located on rooftops and not enclosed by building construction shall comply with the following:

1. Stairway access to the roof for emergency response and fire department personnel shall be provided either through a bulkhead from the interior of the building or a stairway on the exterior of the building.
2. Service walkways not less than 5 feet (1524 mm) in width shall be provided for service and emergency personnel from the point of access to the roof to the system.
3. Battery storage systems and associated equipment shall be located from the edge of the roof a distance equal to at least the height of the system, equipment, or component but not less than 5 feet (1524 mm).
4. The roofing materials under and within 5 feet (1524 mm) horizontally from a battery storage systems or associated equipment shall be noncombustible or shall have a Class A rating when tested in accordance with ASTM E108 or UL 790.
5. A Class I standpipe outlet shall be installed at an approved location on the roof level of the building or in the stairway bulkhead at the top level.
6. The battery storage systems shall be not less than 10 feet (3048 mm) from the fire service access point on the rooftop.

1206.2.13.4 Open parking garages. Battery storage systems and associated equipment that are in open parking garages shall comply with all of the following:

1. Battery storage systems shall not be located within 50 feet (15 240 mm) of air inlets for building

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HVAC systems.

2. Exception: This distance shall be permitted to be reduced to 25 feet (7620 mm) if the automatic fire alarm system monitoring the radiant energy sensing detectors de-energizes the ventilation system connected to the air intakes upon detection of fire.
3. Battery storage systems shall not be located within 25 feet (7620 mm) of exits leading from the attached building where located on a covered level of the parking structure not directly open to the sky above.
4. An approved fence with a locked gate or other approved barrier shall be provided to keep the general public not less than 5 feet (1024 mm) from the outer enclosure of the battery energy storage system.

1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with Sections 1206.3 through 1206.3.2.6.1.

Exception: Capacitors regulated by NFPA 70, Chapter 460, and capacitors included as a component part of other listed electrical equipment are not required to comply with this section.

1206.3.1 Permits. Permits shall be obtained for the installation of capacitor energy storage systems in accordance with Section 105.7.3.

1206.3.2 Location and construction. Rooms and areas containing capacitor energy storage systems shall be designed, located and constructed in accordance with Sections 1206.3.2 through 1206.3.2.5.

1206.3.2.1 Location. Capacitor energy storage systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

1206.3.2.2 Separation. Rooms containing capacitor energy storage systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the International Building Code.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

1206.3.2.3 Capacitor arrays. Capacitor energy storage systems shall be segregated into capacitor arrays not exceeding 50 kWh each. Each array shall be spaced not less than 3 feet (914 mm) from other arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exception: Capacitor energy storage systems in noncombustible containers located outdoors shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.4 Signage. Approved signs shall be provided on doors or in locations adjacent to the entrances to capacitor energy storage system rooms and shall include the following or equivalent verbiage and information:

1. "CAPACITOR ENERGY STORAGE ROOM."
2. "THIS ROOM CONTAINS ENERGIZED ELECTRICAL CIRCUITS."
3. An identification of the type of capacitors present and the potential hazards associated with the capacitor type.

1206.3.2.5 Electrical disconnects. Where the capacitor energy storage system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location

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of the main service disconnecting means identifying the location of the capacitor energy storage system disconnecting means in accordance with NFPA 70.

1206.3.2.6 Outdoor installation. Capacitor energy systems located outdoors shall comply with Sections 1206.3.2.6 through 1206.3.2.6.4 in addition to all applicable requirements of Section 1206.3. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as capacitor storage rooms.

> **Exception:** Capacitor arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.6.1 Separation. Capacitor energy systems located outdoors shall be not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

> **Exception:** The fire marshal is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.3.2.6.2 Means of egress. Capacitor energy storage systems located outdoors shall be separated from any means of egress as required by the fire marshal to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

> **Exception:** The fire marshal is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.3.2.6.3 Security of outdoor areas. Outdoor areas in which capacitor energy storage systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.3.2.6.4 Walk-in units. Where a capacitor energy storage system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of capacitors and electronics, and shall not be occupied for other purposes.

1206.3.3 Maximum allowable quantities. Fire areas within buildings containing capacitor energy storage systems that exceed 600 kWh of energy capacity shall comply with all applicable Group H occupancy requirements in this code and the International Building Code.

1206.3.4 Capacitors and equipment. The design and installation of capacitor energy storage systems and related equipment shall comply with Sections 1206.3.4.1 through 1206.3.4.5.

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1206.3.4.1 Listing. Capacitors and capacitor energy storage systems shall comply with the following:

1. Capacitors shall be listed in accordance with UL 1973.
2. Prepackaged and pre-engineered stationary capacitor energy storage systems shall be listed in accordance with UL 9540.

1206.3.4.2 Prepackaged and pre-engineered systems. In addition to other applicable requirements of this code, prepackaged and pre-engineered capacitor energy storage systems shall be installed in accordance with their listing and the manufacturer's instructions.

1206.3.4.3 Energy management system. An approved energy management system shall be provided for monitoring and balancing capacitor voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.3.4.4 Capacitor chargers. Capacitor chargers shall be compatible with the capacitor manufacturer's electrical ratings and charging specifications. Capacitor chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed pre-engineered or prepackaged capacitor energy storage system.

1206.3.4.5 Toxic and highly toxic gas. Capacitor energy storage systems that have the potential to release toxic and highly toxic materials during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.3.5 Fire-extinguishing and detection systems. Fire-extinguishing and smoke detection systems shall be provided in capacitor energy storage system rooms in accordance with Sections 1206.3.5.1 through 1206.3.5.2.

1206.3.5.1 Fire-extinguishing systems. Rooms containing capacitor energy storage systems shall be equipped with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

Commodity classifications for specific capacitor technologies shall be in accordance with Chapter 5 of NFPA 13. If the capacitor types are not addressed in Chapter 5 of NFPA 13, the fire marshal is authorized to approve the automatic sprinkler system based on full-scale fire and fault condition testing conducted by an approved laboratory.

1206.3.5.1.1 Alternative fire-extinguishing systems. Capacitor energy storage systems that utilize water-reactive materials shall be protected by an approved alternative automatic fire-extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of capacitors in the room. The fire marshal shall be permitted to approve the system based on full-scale fire and fault condition testing conducted by an approved laboratory.

1206.3.5.2 Smoke detection system. An approved automatic smoke detection system shall be installed in rooms containing capacitor energy storage systems in accordance with Section 907.2.

1206.3.5.3 Ventilation. Where capacitors release flammable gases during normal operating conditions, ventilation of rooms containing capacitor energy storage systems shall be provided in accordance with the International Mechanical Code and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 m3/(s • m2)] of floor area, but not less than 150 cfm (4 m3/min).

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~~The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the ceiling for gases having a vapor density less than air.~~

~~**1206.3.5.3.1 Supervision.** Required mechanical ventilation systems for rooms containing capacitor energy storage systems shall be supervised by an approved central station, proprietary or remote station service, or shall initiate an audible and visible signal at an approved, constantly attended on-site location.~~

~~**1206.3.5.4 Spill control and neutralization.** Where capacitors contain liquid electrolyte, approved methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing capacitors as follows:~~

1. ~~For capacitors with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.~~
2. ~~For capacitors with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.~~

~~**1206.3.6 Testing, maintenance and repair.** Capacitors and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any capacitors or system components used to replace existing units shall be compatible with the capacitor charger, energy management systems, other capacitors, and other safety systems. Introducing different capacitor technologies into the capacitor energy storage system shall be treated as a new installation and require approval by the fire marshal before the replacements are introduced into service.~~

~~**1206.4 Energy storage system in Single- and Two-Family Dwellings, Group R-3, and R-4 occupancies.** Energy storage systems in Single- and Two-Family Dwellings, Group R-3, and R-4 occupancies shall be installed and maintained in accordance with this section. The temporary use of an owner or occupant's electric-powered vehicle as an energy storage system shall be in accordance with this section.~~

> ~~**Exception:** Energy storage systems in Single- and Two-Family Dwellings, Group R-3, and R-4 occupancies with a capacity of 3 kWh or less.~~

~~**1206.4.1 Equipment listings.** Energy storage system shall be listed and labeled for residential use in accordance with UL 9540.~~

~~**Exceptions:**~~

1. ~~Where approved, repurposed unlisted battery systems from electric vehicles may be installed outdoors or in detached dedicated cabinets located not less than 5 feet (1524 mm) from exterior walls, property lines and public ways.~~
2. ~~Energy storage systems less than 1 kWh.~~

~~**1206.4.2 Installation.** Energy storage system shall be installed in accordance with the manufacturer's instructions and their listing.~~

~~**1206.4.2.1 Spacing.** Individual units shall be separated from each other by at least 3 feet (914 mm) of spacing unless smaller separation distances are documented and approved by the fire marshal to be adequate based on large-scale fire testing.~~

~~**1206.4.3 Location.** Energy storage systems shall only be installed in the following locations:~~

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space and sleeping units in accordance with Section
3. 406.3.2 of the International Building Code and the International Residential Code.
4. Outdoors on exterior walls in accordance with 1206.4.3.1
5. Other locations with Fire Marshal approval.

1206.4.3.1 Exterior wall and outdoor installations. Energy storage systems shall be permitted to be installed outdoors on exterior walls of buildings or on the ground where all of the following conditions are met:

1. The maximum energy capacity of individual energy storage system units shall not exceed 20 kWh.
2. The energy storage system shall be installed in accordance with the manufacturer's instructions and their listing.
3. Individual energy storage system units shall be separated from each other by not less than 3 feet (914 mm).
4. The energy storage system shall be separated from doors, windows, operable openings into buildings, or HVAC inlets by at least 5 feet (1524 mm).

Exception: Where approved by the fire marshal, smaller separation distances in Items 4 and 5 may be permitted based on large scale fire testing

1206.4.4 Energy ratings. Individual energy storage systems units shall have a maximum rating of 20 kwh. The aggregate rating structure shall not exceed:

1. 80 kWh in attached or detached garages and detached accessory structures.
2. 80 kWh on exterior walls.
3. 80 kWh outdoors on the ground.

1206.4.5 Electrical installation. Energy storage system shall be installed in accordance with NFPA 70. Inverters shall be listed and labeled in accordance with UL 1741 or provided as part of the UL 9540 listing. Systems connected to the utility grid shall use inverters listed for utility interaction.

1206.4.6 Multiple-station smoke alarms. Listed multiple-station smoke alarms shall be installed and maintained within the dwelling unit in accordance with Section 907.2.10.

1206.4.7 Heat Detector. A heat detector listed and interconnected to the multiple-station smoke alarms required in Section 1206.4.6 shall be installed in attached garages.

1206.4.8 Fire detection. Rooms and areas within dwellings units, sleeping units and attached garages in which energy storage systems are installed shall be protected by smoke alarms in accordance with Section 907.2.10. A heat detector listed and interconnected to the smoke alarms shall be installed in locations within dwelling units, sleeping units and attached garages where smoke alarms cannot be installed based on their listing.

1206.4.9 Protection from impact. Stationary storage battery systems installed in a location subject to vehicle damage shall be protected by approved barriers.

1206.4.810 Existing Fuel Burning Appliances. All existing fuel burning appliances in garages shall be installed in accordance with Section 304.3 of the International Mechanical Code.

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~~**1206.4.9 Ventilation.** When installed in attached garages, energy storage systems that include batteries that produce hydrogen or other flammable gases during charging shall be provided with ventilation in accordance with Section 1206.2.11.3.~~

~~**1206.4.10 Toxic and highly toxic gas.** Energy storage systems that have the potential to release toxic or highly toxic gas during charging, discharging and normal use conditions shall not be installed within Single and Two-Family Dwellings, Group R-3 or R-4 occupancies.~~

~~**Sections 2301.4 and 2301.4.1 are deleted.**~~

NEW AMENDMENT

Section 2304.4 is amended to read as follows:

EXCEPTION: The requirements of this section shall not apply to fueling operations conducted as part of permitted auto racing or motor sports activities, provided such operations comply with Section 5706.5.4.6, Fueling of vehicles at motor sport venues, and are conducted in accordance with an approved fire safety and fueling operations plan approved by the Fire Marshal.

NEW AMENDMENT

Section 3307.1 is amended to read as follows:

3307.1 Required access. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within one hundred (100) feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

3307.1.1 Key boxes. Key boxes shall be provided as required by Chapter 5.

[BE] 3307.1.2 Stairways required. Where building construction exceeds forty (40) feet (12,192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairway shall be extended to within one (1) floor of the highest point of construction having secured decking or flooring.

3307.1.3 Maintenance. Required means of egress and required accessible means of egress shall be maintained during construction and demolition, remodeling or alterations and additions to any building.

EXCEPTION: Approved temporary means of egress and accessible means of egress systems and facilities.

3307.1.4 Construction. Fire department access during construction, at a minimum, shall be as follows:

1. Minimum of six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698),
2. Minimum of four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent of standard proctor density (ASTM D 698),
3. Water drainage shall be directed away from the fire apparatus access road.

3307.1.5 Alternative Construction Access. The surface of fire apparatus access roads may differ from Section 503.2.3.1 if it is shown that the surface provided is enough to support an imposed live load of seventy

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thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight thousand (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the Fire Marshal.

NEW AMENDMENT

Amended to align with A.R.S. §9-485.01 and HB2118.

Section 4106.2 is amended to read as follows:

Section 4106.2 Mobile food preparation vehicles. Mobile food preparation vehicles shall not be required to obtain a special permit that is not required for other mobile vending businesses. Mobile food units are required to be inspected annually by an Arizona city or town fire department within the State of Arizona before operation.

EXCEPTION: If the mobile food vendor provides evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding twelve (12) months.

PREVIOUSLY ACCEPTED AMENDMENT

Section 5601.2.3 is amended to read as follows~~is deleted in its entirety and replaced with the following~~:

5601.2.3 Permit restrictions. The storage of explosives and blasting agents is prohibited within the entire City, except for temporary storage for use in connection with approved blasting operations. However, this prohibition shall not apply to wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive- actuated power tools in quantities involving less than five hundred (500) pounds (226.8 kg) of explosive material.

PREVIOUSLY ACCEPTED AMENDMENT

Section 5704.2.9.6.1 is amended to read as follows~~is deleted in its entirety and replaced with the following~~:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by The Zoning Ordinance of the City of Avondale, Arizona.

PREVIOUSLY ACCEPTED AMENDMENT

Section 5704.2.13.1.4 is amended to read as follows: ~~is deleted in its entirety and replaced with the following~~

5704.2.13.1.4 Tanks abandoned in place. The abandonment of tanks in place is prohibited within the entire City.

PREVIOUSLY ACCEPTED AMENDMENT

Section 5706.2.4.4 is amended to read as follows~~is deleted in its entirety and replaced with the following~~:

5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-

ground tanks outside of buildings is prohibited within the limits established by The Zoning Ordinance of the City of Avondale, Arizona.

PREVIOUSLY ACCEPTED AMENDMENT

Section 5706.5.4.6 is added to read as follows~~is added to read as follows~~:

5706.5.4.6 Fueling of vehicles at motorsport venues. Dispensing of motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at an approved motorsport venue is allowed by special permit from the ~~f~~Fire ~~m~~Marshal, provided such dispensing operations are conducted in accordance with ~~s~~Section 5706.2.8, section 5706.5.4.5 and the following:

1. A Fueling Safety Plan shall be required to coordinate fueling operations, equipment, personnel, training, personal protective equipment, ignition source control, fueling procedures and safety procedures in accordance with this code and the appropriate NFPA standards.
2. An Emergency Response Plan shall be required to coordinate spill procedures, fire procedures, evacuation procedures and emergency procedures in accordance with this code and the appropriate NFPA standards.
3. A Fire Protection Plan shall be required to coordinate the fire protection water supply, fire equipment, foam firefighting systems, personnel, training, personal protective equipment and fire protection procedures in accordance with this code and the appropriate NFPA standards.
4. A Spill Prevention, Control and Countermeasures Plan (SPCC) shall be required in accordance with Environmental Protection Agency (EPA) requirements.
5. The Fueling Safety Plan, Emergency Response Plan, Fire Protection Plan and Spill Prevention, Control and Countermeasures Plan shall be reviewed, sealed and signed by a qualified Arizona Registered Professional Engineer.

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Chapter 10 FIRE PREVENTION AND PROTECTION

Articles:

Article I IN GENERAL

Sections:

10-1 Fire department created; composition.

There is hereby created a fire department for the city which shall be operated and maintained by the city. The department shall consist of a fire chief and as many firefighters, officers, reserves, volunteers and other personnel as may from time to time be deemed necessary by the fire chief for the safety and protection of the city. (Ord. No. 657, § 2, 12-15-97)

10-2 Appointment of fire chief and firefighters.

The fire chief shall be appointed by the city manager and shall report to the public safety chief. The fire chief shall appoint as many firefighters or other personnel to fill such positions as may from time to be authorized by the council. The appointment of all personnel shall be subject to the approval of the city manager. (Ord. No. 657, § 2, 12-15-97; Ord. No. 2049-0921, § 1, 9-20-21)

10-3 Compensation.

The fire chief and other fire department personnel shall be compensated as may be determined by the city council. The fire chief shall not receive any perquisites, commission or compensations for his services as fire chief except as may be received from the city. (Ord. No. 657, § 2, 12-15-97)

10-4 Departmental rules and regulations.

The fire department shall be operated and managed in accordance with such departmental rules and regulations which may be established by the fire chief and which are subject to the approval of the city manager. (Ord. No. 657, § 2, 12-15-97)

10-5 Functions.

It is the duty of the fire department, under the direction of the fire chief, to:

(1) Maintain an appropriate state of readiness through training, education, physical conditioning and equipment maintenance and inspection.

(2) Respond to, plan and direct the mitigation of any fire, medical emergency, hazardous materials incident, technical rescue incident, natural or manmade disaster that may occur within the city. The authority of the fire department shall be absolute in all matters directly concerning the mitigation of these situations and the disposition of property that may be affected.

(3) Provide nonemergency health care services or respond to citizen requests for assistance as may be deemed necessary or appropriate.

(4) Assist the property authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin and circumstances of all fires.

(5) Conduct educational or informational programs as necessary to reduce the number of deaths or injuries caused by fire or any other type of accident within the city.

(6) Conduct, or cause to be conducted, an inspection of each commercial or public facility located within the city to ensure compliance with applicable fire and life safety codes and ordinances on at least an annual basis.

(7) Conduct, or cause to be conducted, an inspection of each fire hydrant located within the city in accordance with nationally accepted standards on at least an annual basis.

(8) Keep complete records of all incidents, inspections, apparatus and equipment, personnel and other information about the work of the department open to inspection by the city manager and furnish to the city manager such information upon request.

(9) Enforce, or cause to be enforced, all codes, ordinances, laws and regulations of the city and state as they pertain to fire, life safety and the general well being of the city and its citizens.

(10) Perform such reasonable additional duties as may be required by the city manager. (Ord. No. 657, § 2, 12-15-97)

10-6 Emergency service outside city.

The council may enter into agreements or contracts to furnish emergency services outside the city or enter into mutual aid or automatic aid agreements and the fire department is authorized to render emergency service pursuant to the terms of such agreements or contracts. (Ord. No. 657, § 2, 12-15-97)

10-7 Entry upon adjacent property.

It shall be lawful for any fire department representative acting under the direction of the fire chief or other command officer to enter upon the premises adjacent to or in the vicinity of any building or other property that is involved in an emergency incident for the purpose of mitigating that emergency situation. (Ord. No. 657, § 2, 12-15-97)

10-8 Equipment.

The fire department shall be equipped with such apparatus and other equipment as may be required from time to time to maintain its efficiency and properly protect life and property. Recommendations concerning apparatus and equipment shall be made by the fire chief and, after approval by the city manager, such apparatus shall be purchased in such manner as may be designated by the manager. All equipment of the fire department shall be safely and conveniently housed in such place or places as may be designated by the fire chief and approved by the city manager. No person shall use any fire department apparatus or equipment for any private purpose, nor shall any person wilfully take away or conceal any article used in any way by the department. No person shall enter any place where the fire apparatus is housed or handle any apparatus or equipment belonging to the department unless accompanied by, or having special permission of, an officer or authorized member of the department. No fire apparatus or equipment shall be hired out except as authorized by the council. (Ord. No. 657, § 2, 12-15-97)

10-9 Obedience to orders.

It shall be unlawful for any person to refuse to obey an order issued by the fire chief pursuant to his authority. (Ord. No. 657, § 2, 12-15-97)

10-10 Obstruction.

No person shall hinder, resist or obstruct any firefighter in the discharge of his or her official duties. (Ord. No. 657, § 2, 12-15-97)

10-11—10-19 Reserved.

Article II FIRE DEPARTMENT RESERVES

Sections:

10-20 Created; classification; composition.

There is hereby created a fire department reserve corps. Members of the fire department reserves shall be appointed by the fire chief. A maximum of thirty-five (35) active positions are established to which qualified individuals may be appointed. (Ord. No. 657, § 2, 12-15-97)

10-21 Qualifications.

To be eligible for appointment as a fire department reserve a person shall:

(1) Be not less than eighteen (18) years of age.

(2) Be a resident of the county.

(3) Be a citizen of the United States and possess the ability to read and write the English language understandably.

(4) Be of good physical and mental health.

(5) Be of good moral character.

The fire chief may set such additional requirements as he may deem necessary or appropriate and select the best qualified applicants as fire department reserves. The selection process for reserve personnel shall be conducted by the city human resources department and will be in accordance with established city hiring policies and procedures. (Ord. No. 657, § 2, 12-15-97)

10-22 Compensation.

Members of the fire department reserves may be compensated on a per call or activity basis as follows:

Firefighter/EMT	$10 per call
Firefighter/paramedic	$15 per call
Training	$6 per session
Public education	$6 per program

Special event stand-by	$6 per hour

(Ord. No. 657, § 2, 12-15-97)

10-23 Functions.

(a) The duties of fire department reserves shall be to perform all regular fire department functions or duties as prescribed by the fire chief consistent with the individual members qualification and/or certification.

(b) Fire department reserves shall adhere to and be governed by the rules and regulations laid down for the guidance of the fire department insofar as such rules and regulations are applicable to and consistent with the class of duty prescribed for fire department reserves by the fire chief. Fire department reserves shall also comply with all other applicable ordinances, rules and regulations and orders of the fire chief. (Ord. No. 657, § 2, 12-15-97)

10-24 Honorary appointments prohibited.

No person shall be a fire department reserve who fails to perform the duties of an active fire department reserve as specified by this article and as may be specified in the rules and regulations of the fire department. (Ord. No. 657, § 2, 12-15-97)

10-25 Volunteer pension and relief act.

Fire department reserve members are subject to and may acquire rights under the volunteer firefighter pension and relief act of the state. (Ord. No. 657, § 2, 12-15-97)

10-26—10-39 Reserved.

Article III FIRE CODE[1]

Sections:

10-40 Adopted.

(a) ~~Those certain documents designated and marked as the 2018 International Fire Code and all appendices contained therein, and the January 19, 2021 Avondale Amendments to the 2018 International Fire Code, of which one paper copy and one electronic copy maintained in compliance with Ariz. Rev. Stat. § 44-7041 are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fire Code for the City of Avondale by reference as if set forth herein in full. It is hereby declared unlawful to violate any of the provisions of the said Fire Code as adopted by the Council of the City of Avondale.~~ Adoption of Codes. The following code, together with the City of Avondale Amendments applicable

[1]**Editor's note:** Ord. No. 1644-218, § 2, adopted February 5, 2018, retitled Article III to read as herein set out. Formerly, such article pertained to International Fire Code and amendments.

thereto, are hereby adopted by reference as the Fire Code of the City of Avondale, as if fully set forth herein:

2024 International Fire Code (IFC)

One (1) paper copy and one (1) electronic copy of the adopted International Fire Code and Amendments are on file in the office of the City Clerk of the City of Avondale in compliance with Ariz. Rev. Stat. § 44-7041. These codes regulate the operation, maintenance, use, and conditions hazardous to life, property, and public welfare of buildings, structures, premises, and processes within the corporate limits of the City. It is hereby declared unlawful for any person, firm, or corporation to violate any provision of the Fire Code as adopted by the Council of the City of Avondale.

(b) Adopted Amendments

2026 Avondale Amendments to the 2024 International Fire Code (07-06-26)

(c) Reference to Amendments. All Avondale-specific amendments to the above codes are hereby incorporated into the adopted codes and have the same force and effect as if fully set forth herein.

(Ord. No. XXXX-XXXX, § X, xx-xx-xx)

(Ord. No. 1077-05, § 4, 1-18-05; Ord. No. 1177-306, § 1, 3-20-06; Ord. No. 1644-218, § 3, 2-5-18; Ord. No. 2006-0121, § 3, 1-19-21)

10-41 Fees.

The city council may, as part of its annual budget or otherwise by city council resolution, establish all fees it determines necessary for the implementation of the provisions set forth in the fire code, adopted in section 10-40 above.

(Ord. No. 1077-05, § 4, 1-18-05)

10-42 Penalty for violation.

The city may proceed civilly or criminally against a person, firm or corporation acting in violation of this code or that fails to comply with any of the requirements thereof or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the fire marshal, or of a permit or certificate used under provisions of this code. Each day that a violation continues after due notice has been served shall be deemed a separate offense and may result in a civil or criminal penalty. Unless specified otherwise, the criminal penalty for any person violating any of the provisions of this code shall be guilty of a class one misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than two thousand five hundred dollars ($2,500.00) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. Unless otherwise specified, the civil penalty for a violation of this code shall be two hundred fifty dollars ($250.00) per violation, and all penalties are subject to all surcharges and fees imposed by state law.

(Ord. No. 1077-05, § 3, 1-18-05)

10-43 Reserved.

Editor's note(s)—Ord. No. 1644-218, § 4, adopted February 5, 2018, repealed § 10-43, which pertained to amendments. See Code Comparative Table for complete derivation.

ARTICLE IV FIREWORKS

Sections:

10-44 Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

"Consumer firework" means those fireworks defined as such by Ariz. Rev. Stat. § 36-1601, as amended.

"Display firework" means those fireworks defined as such by Ariz. Rev. Stat. § 36-1601, as amended.

"Expenses of an emergency response" means reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.

"Fireworks" means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including a consumer firework, display firework or permissible consumer firework as defined by Ariz. Rev. Stat. § 36-1601, as amended.

"Novelty items" means federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys excluded from the definition of fireworks, as fireworks is defined in Ariz. Rev. Stat. § 36-1601, as amended.

"Permissible consumer fireworks" means those fireworks defined as such by Ariz. Rev. Stat. § 36-1601, as amended.

"Reasonable costs" includes the costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

"Supervised public display" means a monitored performance of display fireworks open to the public and authorized by permit by the fire chief or authorized designee. (Ord. No. 1432-1210, § 2, 12-6-10; Ord. No. 1546-614, § 2, 6-2-14)

10-45 Use of fireworks prohibited; exceptions.

(a) The use, discharge or ignition of fireworks within the corporate limits of the city is prohibited, except for the limited use of permissible consumer fireworks during the time periods and under the conditions provided for in Ariz. Rev. Stat. § 36-1606.

(b) Nothing in this section 10-45 or in this article shall be construed to prohibit the use, discharge or ignition of novelty items or the occurrence of a supervised public display of fireworks.

(c) Permits may be granted by the fire chief or authorized designee for conducting a properly supervised public display of fireworks. Every such supervised public display of fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals or property. A permit shall not be issued, and may be revoked, during time periods of high fire danger warnings as declared by the United States National Weather Service. The fire chief or authorized designee has authority to impose conditions on any permits granted.

(d) Failure to comply with any permit requirements issued by the fire chief or authorized designee is a civil offense punishable by a base fine of up to one thousand dollars ($1,000.00) for each violation. (Ord. No. 1432-1210, § 2, 12-6-10; Ord. No. 1546-614, § 3, 6-2-14; Ord. No. 2059-1022, § 1, 10-17-22)

10-46 Sale of fireworks.

(a) The sale of fireworks within the corporate limits of the city is prohibited, except for the limited sale of permissible consumer fireworks during the time periods and under the conditions provided for in Ariz. Rev. Stat. § 36-1606.

(b) No person shall sell, permit or authorize the sale of permissible consumer fireworks in conflict with state law. Nothing in this section 10-46 or in this article shall be construed to prohibit the sale of novelty items.

(C) No person shall sell, permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen (16) years of age.

(D) Permits for the sale of permissible consumer fireworks are required and may be granted by the fire chief or his authorized designee. Violations of this article or Arizona Revised Statutes, Chapter 13, Article 1, shall be grounds for immediate revocation of such permit.

(E) The storage of fireworks within the corporate limits of city shall be in accordance with the National Fire Protection Association Standards 1124, 2006 edition, as amended. (Ord. No. 1432-1210, § 2, 12-6-10; Ord. No. 1546-614, § 4, 6-2-14; Ord. No. 2059-1022, § 2, 10-17-22)

10-47 Authority to enforce violations of this article; means of enforcement.*

(a) The fire chief or his authorized designee, a city police officer, a city code enforcement officer, a city park ranger or the city prosecutor may issue civil complaints to enforce violations of this article designated as civil offenses.

(b) Any person authorized pursuant to this section 10-47 to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil complaint. (Ord. No. 1546-614, § 5, 6-2-14)

Editor's note(s)—Ord. No. 1546-614, § 5, adopted June 2, 2014, repealed the former § 10-47, and enacted a new § 10-47 as set out herein. The former § 10-47 pertained to posting of signs by persons engaged in the sale of fireworks; civil penalty and derived from Ord. No. 1432-1210, § 2, 12-6-10.

10-48 Liability for emergency responses related to use of fireworks.*

(a) A person who uses, discharges or ignites permissible consumer fireworks, fireworks or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this article is prima facie evidence of liability under this section 10-48.

(b) The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection (a) of this section 10-48. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this section 10-48 is in addition to and not in limitation of any other liability or penalty that may be imposed. (Ord. No. 1546-614, § 6, 6-2-14)

Editor's note(s)—Ord. No. 1546-614, § 6, adopted June 2, 2014, repealed the former § 10-48, and enacted a new § 10-48 as set out herein. The former § 10-48 pertained to authority to enforce violations of this article; means of enforcement and derived from Ord. No. 1432-1210, § 2, 12-6-10.

10-49 Civil penalty.*

Unless otherwise specifically set forth in this article, the civil penalty for violating any prohibition or requirement imposed by this article is a base fine of one thousand dollars ($1,000.00) for each violation. (Ord. No. 1546-614, § 7, 6-2-14)

Editor's note(s)—Ord. No. 1546-614, § 6, adopted June 2, 2014, repealed the former § 10-49, and enacted a new § 10-49 as set out herein. The former § 10-49 pertained to authority to liability for emergency responses related to use of fireworks and derived from Ord. No. 1432-1210, § 2, 12-6-10.

10-50 Penalty.

Unless otherwise specifically set forth in this article, the penalty for violating any prohibition or requirement imposed by this article is a class three misdemeanor. (Ord. No. 1432-1210, § 2, 12-6-10)

ORDINANCE NO. 2021-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING THE DOCUMENT ENTITLED "2024 INTERNATIONAL FIRE CODE" AS A PUBLIC RECORD; DECLARING THE DOCUMENT ENTITLED "AVONDALE AMENDMENTS TO THE 2024 INTERNATIONAL FIRE CODE" AS A PUBLIC RECORD; ADOPTING EACH BY REFERENCE AND AMENDING THE AVONDALE CITY CODE, CHAPTER 10 (FIRE PREVENTION AND PROTECTION), ARTICLE III (FIRE CODE), TO INCLUDE THE "2024 INTERNATIONAL FIRE CODE" AND THE "JULY 6, 2026 AVONDALE AMENDMENTS TO THE 2024 INTERNATIONAL FIRE CODE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES.

WHEREAS, the International Code Council produces and provides model codes and standards for use by municipalities in the design, build and compliance process of structures; and

WHEREAS, the International Code Council allows certain municipalities to adopt editions of the international fire codes with local amendments; and

WHEREAS, the City of Avondale has the need to modify certain provisions of the 2024 International Fire Code to accommodate local needs, which local amendments are compiled in the July 6, 2026 Avondale Amendments to the 2024 International Fire Code (the "Avondale Amendments"); and

WHEREAS, the City Council has determined that adoption of the 2024 International Fire Code and the Avondale Amendments is necessary to update the fire regulations, bring uniformity to the fire community and protect the public health, safety, and welfare of the City's residents.

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

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

SECTION 2. That certain document known as the 2024 International Fire Code of which one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the City Clerk.

SECTION 3. That certain document known as the Avondale Amendments, of which one

paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the City Clerk.

SECTION 4. The 2024 International Fire Code is hereby referred to, adopted and made a part of hereof as if fully set out in this Ordinance.

SECTION 5. The Avondale Amendments are hereby referred to, adopted and made a part of hereof as if fully set out in this Ordinance.

SECTION 6. The Avondale City Code, Chapter 10 (Fire Prevention and Protection), Article III (Fire Code), Section 10-40 (Adopted) is hereby deleted in its entirety and replaced with the following:

Section 10-40 – Adoption of codes.

The following code, together with the City of Avondale amendments applicable thereto, are hereby adopted by reference as the Fire Code of the City of Avondale, as if fully set forth herein:

(1) 2024 International Fire Code (IFC). One (1) paper copy and one (1) electronic copy of the adopted International Fire Code and Amendments are on file in the office of the City Clerk of the City of Avondale in compliance with ARIZ. REV. STAT. § 44-7041. These codes regulate the operation, maintenance, use, and conditions hazardous to life, property, and public welfare of buildings, structures, premises, and processes within the corporate limits of the City. It is hereby declared unlawful for any person, firm, or corporation to violate any provision of the Fire Code as adopted by the Council of the City of Avondale.

(2) Adopted Amendments. 2026 Avondale Amendments to the 2024 International Fire Code (07-06-26).

(3) Reference to Amendments. All Avondale-specific amendments to the above codes are hereby incorporated into the adopted codes and have the same force and effect as if fully set forth herein.

SECTION 7. Ordinance No. 2006-0121 and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the 2024 International Fire Code or the Avondale Amendments adopted herein are hereby repealed.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 2024 International Fire Code or the Avondale Amendments is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Any person found in violation of any provision of the 2024 International Fire Code or the Avondale Amendments may be found guilty of a class one misdemeanor,

punishable by a fine not to exceed $2,500, imprisonment for a period not to exceed six months, or by both such fine and imprisonment or issued a civil citation of a $250 base fine for the first violation, $500 base fine for the second violation and $1,000 base fine for a third violation in any twenty-four month period. Each day that a violation or failure to perform continues shall be a separate offense punishable as herein described. After having been found responsible for committing three or more civil infractions of the same code provision in any twenty-four month period, a person is a recidivist offender and may be charged with a class one misdemeanor, punishable as described in the Avondale City Code.

SECTION 10. This ordinance shall take effect 30 days after passing and adoption by Council.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

July 6, 2026

AVONDALE AMENDMENTS TO THE 2024 INTERNATIONAL FIRE CODE

CITY OF AVONDALE

AVONDALE FIRE & MEDICAL DEPARTMENT

125 S. Avondale Blvd., Ste. 100 Avondale, AZ 85323

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Summary of Changes

SECTION	AMENDMENT TYPE	SUMMARY OF CHANGES
101.1	Retained	Establishes the official title as the "Fire Code of the City of Avondale."
101.2.1	Modified	Updates adopted appendices and removes Appendix G *(informational, not for adoption)*.
103	Modified	Establishes the Fire Prevention Division; clarifies appointment authority and Fire Marshal duties.
104.4	Retained	Maintains authority for right of entry and inspections by the Fire Marshal and inspection staff.
104.4.1	Retained	Establishes procedures for obtaining inspection warrants when entry is denied.
104.7	Retained	Aligns records retention requirements with Arizona General Retention Schedules.
104.10	Retained	Requires prompt investigation of fires involving injury, death, or property damage.
104.10.1	Retained	Authorizes assistance from law enforcement, task forces, and other agencies during investigations.
105.5.34	New	Aligns mobile food preparation vehicle regulations with A.R.S. § 9-485.01 and HB2118 (annual inspections and reciprocity).
106.2.2	New	Requires fire protection system shop drawings to be reviewed/stamped by a NICET Level III or equivalent professional.
108	Retained	Maintains permit fee, re-inspection, refund, and related fee provisions.
113	Retained	Retains enforcement procedures (violations, civil citations, criminal complaints, appeals, abatements).
114.4	Retained	Maintains penalties for failure to comply with stop work orders.
307	Retained	Maintains restrictions and permit requirements for open burning, bonfires, and recreational fires.
3307.1	New	Clarifies/strengthens fire department access requirements for construction/demolition sites (apparatus, stairs, temporary roads).
503	Modified	Revises fire apparatus access road requirements; removes redundant provisions and pictorial guidance.
505.1	Retained	Maintains approved, visible address identification requirements from the public way.
505.1.1	Retained	Maintains minimum size, contrast, and visibility requirements for address identification.
505.1.2	Retained	Maintains requirements for address visibility from approved fire apparatus access roads.
505.1.3	Retained	Maintains suite, tenant, and unit identification requirements for multi-tenant occupancies.
505.2	Retained	Maintains Knox key box and emergency responder access requirements for buildings and gated sites.
505.2.1	Retained	Maintains requirements for key box installation locations and approved locking systems.
505.2.2	Retained	Maintains requirements for gate override systems and emergency access controls.
507	Modified	Revises fire protection water supply requirements; removes redundant base code/appendix provisions.
505.1	Retained	Maintains approved, visible address identification requirements from the public way.

505.1.1	Retained	Maintains minimum size, contrast, and visibility requirements for address identification.
507.5.6	New	Establishes Fire Marshal oversight for high-pressure private fire service mains serving hydrants exceeding 100 psi (689 kPa).
901.4.6.1	Retained	Requires direct exterior access and Knox key box access for sprinkler riser and fire pump rooms.
902	Retained	Maintains local fire sprinkler requirements for applicable occupancy classifications.
903.2	Modified	Retains local fire sprinkler requirements for structures exceeding 1,000 sq ft; removes redundant language.
907.1.3.1	Retained	Requires fire alarm control panels to be addressable unless otherwise approved.
907.2.9.4	Retained	Maintains fire alarm and smoke detection requirements for Group R-4 occupancies.
912.6	Retained	Requires fire protection system water supplies to comply with Engineering Division backflow prevention standards.
2304.4 / 5706.5.4.6	Retained	Retains operational and permit requirements for motorsport fueling operations.
4106.2	New	Adds operational requirements and inspection provisions for mobile food preparation vehicles.
5601.2.3	Retained	Maintains the prohibition on storage of explosives and blasting agents (with limited exceptions).
5704.2.13.1.4	Retained	Continues the prohibition on abandoning fuel tanks in place.
5706.2.4.4	Retained	Maintains restrictions on above-ground storage tanks for Class I and II liquids based on zoning.

The International Fire Code, 2024 Edition, as published by the International Code Council, is hereby adopted subject to the following amendments.

Chapter 1: Scope and Administration

Section 101: Scope and General Requirements

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Avondale, hereinafter referred to as "this code".

Section 101.2.1 is amended to read as follows:

101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendix B, C, D, F, H, I, L, and N.

Section 102: Applicability

Section 102.6 is amended to read as follows:

102.6 Application of residential code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
2. Construction and design provisions of this code pertaining to the installation of fire sprinklers for structures exceeding five thousand (5,000) square feet in area. Where interior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
3. Administrative, operational, maintenance, and hazardous materials provisions of this code shall apply.

Section 103: Code Compliance Agency

Section 103.1 is amended to read as follows:

103.1 General. The Fire Prevention Division is established within the City of Avondale under the direction of the Fire Marshal. The function of this Division shall be the implementation, administration and enforcement of the provisions of this code. Any references to the fire code official, within this code, shall be deleted and replaced with Fire Marshal.

Section 103.2 is amended to read as follows:

103.2 The Fire Marshal shall be appointed by the City of Avondale Fire Chief.

Section 104: Duties and Powers of the Fire Code Official

Section 104.4 is amended to read as follows:

104.4 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, the City Code, a department policy, or where the Fire Marshal has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code that make the building or premises unsafe, dangerous or hazardous, the Fire Marshal or authorized designee shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Fire Marshal by this code. If such building or premises is occupied, the Fire Marshal shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Fire Marshal shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the Fire Marshal has recourse to every remedy provided by law to secure entry.

Section 104.4.1 is amended to read as follows:

104.4.1 Warrant. As set forth herein, the Fire Marshal may seek the issuance of an inspection warrant by the judge if the Fire Marshal is denied access to any property, building or structure that the Fire Marshal has authority to inspect. The Fire Marshal shall, in a supporting affidavit, establish that there is probable cause that a violation of this Code or the City Code exists and that the proposed inspection is reasonable and necessary. Probable cause may be established based on any of the following:

1. Previous inspections have shown violations, and the present inspection is necessary to determine whether those violations have been abated.
2. Complaints have been received and presented to the Fire Marshal from persons who by status or position have personal knowledge of the violations of law occurring on the subject property, building or structure.
3. A construction permit has been issued, and the present inspection is necessary to determine conformance with this code.
4. An operational permit has been issued, and the present inspection is necessary to determine conformance with this code.
5. The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criterion supporting the need for the inspection.

Section 104.7 is amended to read as follows:

104.7 Official records. The Fire Marshal shall keep official records as required by the State of Arizona General Retention Schedules.

EXCEPTION: Official records of activities conducted on behalf of the Office of the State Fire Marshal shall be retained for a period of five (5) years.

Section 104.11 and 104.11.1 are amended to read as follows:

104.11 Fire investigations. The fire department shall investigate or cause to be investigated promptly the cause, origin and circumstance of each and every fire occurring in the jurisdiction involving loss of life or injury to a person or destruction or damage to property, and if it appears to the member of the fire department making the investigation that such fire is of suspicious origin, the member shall notify the appropriate law enforcement agency and shall secure the site until the law enforcement agency takes control of the site. The fire investigator shall continue to pursue the investigation to its conclusion.

104.11.1 Assistance from other agencies. Police, Maricopa County Arson Task Force, other fire departments, and enforcement agencies shall have authority to render necessary assistance in the investigation of fires when requested to do so.

Section 105: Permits

Section 105.5.34 is amended to read as follows:

105.5.34 Mobile food preparation vehicles. Mobile food preparation vehicles shall not be required to obtain a special permit that is not required for other mobile vending businesses. Mobile food units are required to be inspected by an Arizona city or town fire department before operation.

> **EXCEPTION:** If the mobile food vendor provides evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding twelve (12) months.

Section 106: Construction Documents

Section 106.2.2 is amended to read as follows:

106.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the construction documents and shall be approved prior to the start of installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9. Construction documents (shop drawings) for fire protection systems shall be reviewed and stamped by a design professional with a minimum of NICET level III or equivalent certification.

Section 108: Fees

Section 108 is amended to read as follows:

108.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

108.2 Schedule of permit fees. The fees for plan review, appeals, fire watch personnel, construction and operational permits, inspections, and certificates shall be in accordance with the city adopted fee

schedule, as amended.

108.3 Work commencing before permit issuance. A person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to an additional fee in accordance with the city adopted fee schedule, which shall be in addition to the required permit fees.

108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

108.5 Refunds. The Fire Marshal may authorize a refund under the following circumstances upon written application filed by the original permittee not later than ninety (90) days after the date of fee payment.

1. The Fire Marshal shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.
2. The Fire Marshal shall be permitted to authorize refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. The Fire Marshal shall be permitted to authorize refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

Section 109: Inspections

Section 109.5 is amended to read as follows:

109.5 Re-inspection. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called or scheduled is not complete or when corrections are not made. If the items that were identified during the previous inspection are not corrected at the time of the re-inspection, no further fire inspections will be scheduled until a re-inspection fee is paid. Re-inspection fees may also be assessed when the permit is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date and time for which inspection is requested, failure to have a competent party on-site or for deviating from plans requiring the approval of the Fire Marshal; or failing to provide the correct address so that an inspection cannot be made as scheduled. Each re-inspection will be assessed this fee.

Section 113: Violations

Section 113 is amended to read as follows:

113.1 General.

1. The city shall proceed either civilly or criminally against any person who is found to be

responsible for causing, permitting, facilitating, or aiding or abetting any violation of any provision of this code or for failing to perform any act or duty required by this chapter. A written notice of violation shall be issued to the alleged violator, in accordance with the provisions of Section 113.3. If the violation is not remedied within the time frame specified in the notice of violation, a citation may be issued.

2. Each day a violation of any provision of this chapter or the failure to perform any act or duty required by this code continues shall constitute a separate violation or offense.
3. It shall be unlawful for any responsible party who has received a notice of a violation to sell, transfer, mortgage, lease or otherwise dispose of such property until the provisions of this code have been complied with, or until such responsible party first furnishes the grantee, transferee, mortgagee or lessee a true copy of any notice issued by the Fire Marshal or authorized designee and furnishes to the Fire Marshal or authorized designee a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of such notice and fully accepting the responsibility without condition for making the corrections or repairs required by such notice.
4. When two (2) or more people have liability to the city or are responsible for a violation of this code, their responsibility shall be joint and several.
5. Violations of this code are in addition to any other violation enumerated within the City Code and in no way limit the penalties, actions or procedures which may be taken by the city for any violation of this chapter, which is also a violation of any other provision of the City Code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these, or any other remedies authorized by law.
6. Any responsible party failing to comply with the provisions of this chapter shall be deemed guilty of a misdemeanor for those offenses deemed criminal under this chapter or a civil violation for all other offenses.

113.2 Owner of record. The owner(s) of record as recorded in the Maricopa County Recorder's Office or as stated on the Maricopa County Assessor's Office tax bill, may be presumed to have lawful control over any building or parcel of land.

113.3 Notice of Violation. The Fire Marshal or authorized designee shall seek voluntary compliance with the provisions of this code before issuing a civil citation or criminal complaint, as applicable. This shall include a written notice of violation served on the responsible person or persons.

1. A notice of violation may be issued by the Fire Marshal or their deputies, any code enforcement officer, police officer, or other city agent or employee duly authorized by the City Manager.
2. A notice of violation shall include:
    a. Identification of the property or location of the violation;
    b. A statement of the violation(s) in sufficient detail to allow a responsible party to identify and correct the problem;
    c. A re-inspection date; and

d. The name of the person at the city to contact for further information.

3. A notice of violation shall be deemed effective on the date when the written notice is:
    a. Hand delivered in person to the owner, occupant, manager, or agent of the premises where the violation has occurred, or to the person responsible for the violation.
    b. Posted on or about the entrance of the premises where the violation occurred.
    c. Mailed by certified or first-class mail, postage prepaid addressed to the owner, occupant, agent, manager or responsible person at the last known mailing address and three business days have elapsed.
    d. Served on the owner, occupant, agent, manager or responsible person by the same manner as provided in the Arizona Rules of Civil Procedure.
    e. For the purpose of parking violations, placed on the subject vehicle's windshield or mailed by certified or first-class mail to the subject vehicle's registered owner's last known address with the Arizona Motor Vehicle Division.
4. Except in cases involving health and safety violations, imminent hazards, recidivist offenders, or as otherwise prescribed by ordinance, a responsible person will be provided with an appropriate time for compliance.
5. Failure of the responsible party, property owner, occupant, manager or authorized agent of the property owner to receive a notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.
6. Nothing in this section shall prevent the city from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

113.4 Civil citations.

1. Unless otherwise designated as a criminal offense in this code, if a violation continues past the time provided for voluntary compliance in the notice of violation, a civil citation may be issued to the person responsible for the violation.
2. A civil citation may be issued by the Fire Marshal or their deputies, any code enforcement officer, inspector, police officer, or other city agent or employee duly authorized by the City Manager.
3. The citation shall include the date of the violation, the location of the property and reference(s) to the section(s) of the code violated.
4. The citation shall direct the defendant to pay the fine imposed pursuant to Section 113.5 or appear in municipal court within ten (10) days of the issuance of the citation.
5. The citation shall provide notice that if the defendant fails to pay the fine or appear in city court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear as set forth in Section 113.5.
6. Service of the citation may be accomplished and will be deemed proper and complete by any of the following means:
    a. Hand delivering the citation to the defendant.

b. Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address. If the citation is returned showing that the certified mail was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such citation.

c. Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

d. Service of a citation for a parking violation may be accomplished by placing a copy of the citation on the subject vehicle's windshield or by mailing the citation by certified or registered mail, return receipt requested to the subject vehicle's registered owner's last known address on file with the Arizona Motor Vehicle Division.

113.5 Civil procedure.

1. The defendant shall, within ten (10) days of the issuance of the citation, either pay the fine indicated on the citation or appear in city court to admit or deny the allegations contained in the citation.
    a. The defendant may pay the fine in person or by mailing the citation with a check for the amount of the fine to the city court. By paying the fine, the defendant admits the violation described in the citation and accepts responsibility for the offense.
    b. The defendant may appear in person or through an attorney in city court and either admit or deny the allegations contained in the citation. If the defendant admits the allegations, the court shall immediately enter a judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for the matter.
2. If the defendant fails to pay the fine or appear in city court as directed by the citation, the court shall enter a default judgment and impose the fine and default fee required by Section 113.6.
3. If the defendant fails to appear at the time and place set for hearing by the court, the court shall enter a default judgment and impose the fine and default fee required by Section 113.6.
4. The Arizona Rules of Procedure in Civil Traffic Violation cases shall be followed by the city court for civil violations of this chapter, except as modified or where inconsistent with the provisions of this chapter, local rules of the city court or rules of the Arizona Supreme Court.

113.6 Civil penalties.

1. Any person that violates this chapter shall be subject to a civil penalty of two hundred fifty dollars ($250.00) base fine for the first violation, five hundred dollars ($500.00) base fine for a second violation and one thousand dollars ($1,000.00) base fine for a third violation in any twenty-four (24)-month period. The dates of the offenses are the determining factor for calculating the twenty-four (24)-month period.
2. Any defendant that fails to pay the fine or appear in municipal court as directed by a citation issued pursuant to this chapter, or who fails to appear at the time and place set for hearing of a matter arising under this chapter, shall be subject to an additional default fee as established by the city court.

3. Any judgments issued by the city court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this chapter.
4. Judgments shall be collected in the same manner as any other civil judgment as provided by law.

113.7 Recidivist offenders. Any person deemed to be a recidivist offender shall be penalized and fined subject to the provisions of Section 1-9(d)(6) of the City Code.

113.8 Criminal complaints. The Fire Marshal or any other city agent or employee duly authorized by the City Manager may seek the issuance of a criminal complaint by a police officer or the Avondale City Prosecutor for criminal prosecution of any person who commits a criminal offense as set forth in this chapter.

1. Every criminal action and proceeding under this chapter shall be designated a class one misdemeanor and commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure.
2. Upon conviction of a person for a criminal offense, the court may impose any combination of the following:
    a. A sentence of incarceration not to exceed six (6) months in jail.
    b. A base fine not to exceed two thousand five hundred dollars ($2,500.00), exclusive of penalty assessments prescribed by law.
    c. A term of probation.
    d. Notwithstanding the elective penalty above, a recidivist offender shall be subject to the penalties set forth in Chapter 1 of the City Code.

113.9 Abatement costs.

1. If the owner or occupant of any property within the city does not remove or abate from its property a violation that constitutes a hazard to public health and safety within thirty (30) days after written notice has been served by the city, the city may, at the expense of the owner or occupant, remove or cause the removal thereof and the record owner shall be liable for all costs incurred. The notice shall include the estimated cost of such removal to the city if the owner or occupant does not comply.
2. Any person who places, deposits, leaves or causes in or upon any public street, alleyway, sidewalk, park or other city building or property a violation that constitutes a hazard to public health and safety shall be liable for all costs incurred by the city to remove or clean up such violation.
3. When the city has affected removal or abatement of a violation that constitutes a hazard to public safety from any building or property pursuant to this section, the actual cost of such removal, including twenty-five (25) percent for additional inspection and other incidental costs in connection therewith, shall become an assessment upon the building or real property from which such violation is removed. The owner of record of such property shall be liable for the

payment of same. If the actual cost for removal, including twenty-five (25) percent for additional inspection and other incidental costs in connection therewith, has not been paid within thirty (30) days of billing by the city, such assessment shall be recorded in the office of the county recorder. From the date of the recording, it shall be a lien on such building or property until paid. Such liens shall be prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.

4. A prior assessment against the building or property shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same property may be enforced in the same action.
5. A notice of abatement or assessment may be appealed to the City Manager for an administrative hearing for review of such notice. A request for an administrative hearing shall be made within the time frame prescribed for compliance in the notice and within thirty (30) calendar days from the date of the assessment.

113.10 Administrative Appeal. Whenever a violation of this code has been found and the applicant wishes to appeal the decision of the Fire Marshal or authorized designee because the code or the rules legally adopted there under have been incorrectly interpreted or an equivalent method of protection or safety is proposed, an appeal may be filed as follows:

1. The applicant shall file a written appeal, within ten (10) working days after receiving notice of the violation. The appeal shall be filed with the City Manager or authorized designee and a copy filed with the Fire Chief. Upon filing, the applicant may request an informal review before the Fire Marshal.
2. The appeal will be heard by the City Manager or designee within fifteen (15) working days after the request is filed. The City Manager, or an authorized representative, may use a Committee consisting of such staff as is deemed appropriate to provide advice on the appeal.
3. The applicant shall provide specific information on the basis for the appeal and the relief requested.
4. If the City Manager upholds the decision of the Fire Marshal, the applicant shall comply with the requirement(s) of the fire code.

Section 114: Stop Work Order

Section 114.4 is amended to read as follows:

114.4 Failure to comply; fees. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties subject to the provisions of Section 10-42 of the City Code.

Chapter 3: General Requirements

Section 307: Open Burning, Recreational Fires and Portable Outdoor Fireplaces

Section 307 is amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning, bonfires, recreational fires, or portable outdoor fireplaces unless conducted and approved in accordance with Sections 307.2 through 307.7.

307.2 Burning prohibited. Open burning, bonfires, recreational fires, and portable outdoor fireplaces shall be prohibited when restricted by the Maricopa County Air Quality Department (MCAQD), or when the Fire Marshal determines local circumstances make such fires hazardous.

307.3 Inappropriate Fuel. An inappropriate fuel includes, but is not limited to: leaves, grass clippings, green plants, refuse, paper, rubbish, books, magazines, fiberboard, packaging, rags, fabrics, animal waste, animal carcasses, coal, waste oil, liquid or gelatinous hydrocarbons, tar, asphalt products, waste petroleum products, paints and solvents, chemically soaked wood, wood with a moisture content of greater than twenty (20) percent, treated wood, plastic or plastic products, rubber or rubber products, office records, sensitive or classified wastes, or any substance which normally emits dense smoke or obnoxious odors other than paper to start the fire or properly seasoned wood.

307.4 Permit required. A permit shall be obtained from the Fire Marshal in accordance with Section 105.6 prior to kindling a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.4.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.5 Extinguishment authority. Where open burning, bonfires, recreational fires, or portable outdoor fireplaces creates or adds to a hazardous situation, is prohibited by Section 307.2, the location does not comply with the requirements of Section 307.6, or a bonfire has been kindled without obtaining a permit, the Fire Marshal is authorized to order the extinguishment of the fire.

307.6 Location. The location of open burning, bonfires, recreational fires, and portable outdoor fireplaces shall be in accordance with Sections 307.6.1 through 307.6.4.

307.6.1 Open burning. The location for open burning shall be not less than fifty (50) feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within fifty (50)

feet (15,240 mm) of any structure.

EXCEPTIONS:

1. Fires in approved containers that are not less than fifteen (15) feet (4,572 mm) from a structure.
2. The minimum required distance from a structure shall be twenty-five (25) feet (7,620 mm) where the pile size is three (3) feet (914 mm) or less in diameter and two (2) feet (610 mm) or less in height.

307.6.2 Bonfires. A bonfire shall not be conducted within fifty (50) feet (15,240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within fifty (50) feet (15,240 mm) of a structure shall be eliminated prior to ignition.

307.6.3 Recreational fires. Recreational fires shall not be conducted within twenty-five (25) feet (7,620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within twenty-five (25) feet (7,620 mm) of a structure shall be eliminated prior to ignition.

307.6.4 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within fifteen (15) feet (3,048 mm) of a structure or combustible material.

307.7 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one (1) portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

Chapter 5: Fire Service Features

Section 503: Fire Apparatus Access Roads

Section 503 is amended to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building, hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to

within one hundred fifty (150) feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for single- or two-family residences, the path of measurement shall be along a minimum of a ten (10) foot (3,048 mm) wide unobstructed pathway around the external walls of the structure.

EXCEPTIONS:

1. The Fire Marshal is authorized to increase the dimension where any of the following conditions occur:
    a. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.3.
    b. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, irrigation channels, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
    c. There are not more than two (2) single-family dwellings, Group R-3 or Group U occupancies.
    d. Where approved by the Fire Marshal.
2. Where approved by the Fire Marshal, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.1.2 Additional access and obstructions to access. The Fire Marshal is authorized to require more than one (1) fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.2.1 Fences. When installed fences cause the distances from an approved fire department access road to exceed the maximum distance allowed in Section 503, a pedestrian gate shall be provided in the fence to maintain the required fire department access. The gate shall be a minimum four (4) feet (1,219 mm) in width and be equipped with a key box in accordance with Section 506.

503.1.2.2 Other obstructions to access. When other obstructions are installed that cause the distances from an approved fire department access road to exceed the maximum distance allowed in Section 503, the Fire Marshal is authorized to require additional fire protection as specified in Section 901.4.5.

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than twenty (20) feet (6,096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than fourteen (14) feet six (6) inches (4,267 mm).

EXCEPTIONS:

1. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be twenty-six (26) feet (7,925 mm), exclusive of shoulders, for a distance twenty (20) feet (6,096 mm) before and after the center of the fire hydrant.
2. Where buildings exceeding thirty (3)0 feet or three (3) stories in height shall have a minimum road width shall be twenty-six (26) feet (7,925 mm), exclusive of shoulders.

503.2.2 Authority. The Fire Marshal shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing up to seventy thousand (70,000) pounds (31,752 kg.) and shall be surfaced to provide all-weather driving capabilities.

503.2.3.1 Construction. Fire department access during construction, at a minimum, shall be as follows:

1. Minimum of six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698),
2. Minimum of four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent of standard proctor density (ASTM D 698),
3. Water drainage shall be directed away from the fire apparatus access road.

The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight thousand (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the fire marshal.

503.2.4 Turning radius. Fire apparatus access roads shall have a minimum forty-five (45)-foot centerline radius on curves.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of one hundred fifty (150) feet

(45,720 mm) in length shall terminate in an approved turnaround in accordance with City of Avondale Supplement to Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction Standard Detail A1118 or as directed by the Fire Marshal.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load enough to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the Fire Marshal. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the Fire Marshal.

503.2.7 Longitudinal slope. The longitudinal slope of the fire apparatus access road shall not exceed seven (7) percent.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the Fire Marshal based on the fire department's apparatus.

503.2.9 Loading areas and passenger drop-off areas. On private property, where fire apparatus access roads are utilized for loading or unloading or are utilized for passenger drop off or pickup, an additional eight (8) feet (2,438 mm) of width shall be added to the fire apparatus access road. This width is in addition to the minimum twenty (20)-foot (6,096 mm) access road width exclusive of shoulders.

503.2.10 Vehicle passing points. When fire department access roads exceed three hundred (300) feet in length, vehicle passing points shall be installed at intervals not to exceed three hundred (300) feet. Vehicle passing points shall be a minimum of thirty (30) feet in width exclusive of shoulders and fifty (50) feet in length.

503.3 Alternative surface fire apparatus access roads. Alternative surface fire apparatus access roads shall be in accordance with this section and Section 503.2. The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the Fire Marshal.

503.3.1 Report. Alternative surface fire apparatus access roads shall be designed by an engineer registered by the State of Arizona. The engineer shall prepare a sealed design report for submittal to and approval by the fire department. Plans shall be sealed and submitted with the report

503.3.2 Stabilization. Stabilization of the fire apparatus access road surface shall be addressed in the alternative surface fire apparatus access road report and may be accomplished by curbing.

At a minimum, the surface of fire apparatus access roads shall be as follows:

1. Minimum six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698), and
2. Minimum four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent of standard proctor density (ASTM D 698).

The surface of fire apparatus access roads may differ from the above requirements if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the fire marshal.

503.3.3 Compaction. Minimum ninety-five (95) percent compaction of subgrade soil is required.

503.3.4 Curbs. A rolled curb shall be installed at the entrances to fire apparatus access roads in accordance with MAG Uniform Standard Specifications and Details for Public Works Construction Standard Detail 220 or as directed by the Fire Marshal.

503.3.5 Marking. The curb shall be painted red or red four (4)-inch by four (4)-inch DOT approved retroreflective reflectors shall be installed to define the width of alternative surface fire apparatus access roads. The reflectors shall be imbedded into bordering curbing at intervals not exceeding twenty-five (25) feet (4,572 mm).

503.3.6 Special inspections. An Arizona-registered professional engineer shall conduct a special inspection and provide required documentation in accordance with Section 503.3.1 prior to final approvals being issued for the alternative surface fire apparatus access road.

503.4 Private residential streets. Private residential streets shall be installed and arranged in accordance with Sections 503.4.1 through 503.4.11.

EXCEPTION: Alternate designs approved in accordance with Section 104.

503.4.1 Tract. The private residential street shall be placed into a tract. The tract shall be dedicated as an easement for emergency vehicles through the subdivision's recorded final plat.

503.4.2 Asphalt concrete pavement width. Asphalt concrete pavement width shall be a minimum of thirty-eight (38) feet (10.4 m) measured from back of curb to back of curb.

503.4.3 Asphalt concrete pavement thickness. Asphalt concrete pavement thickness shall be a minimum of three (3) inches (77 mm) and shall consist of one (1) lift. All construction materials shall conform to MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications, Sections 321 and 710.

503.4.4 Asphalt concrete pavement slope. The asphalt concrete pavement shall have a two (2) percent minimum cross slope as measured from the street centerline to the lip of gutter.

503.4.5 Base course. The base course shall be a minimum of eight (8) inches (204 mm) and be prepared in accordance with MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications, Sections 310 and 702.

503.4.6 Subgrade. The subgrade shall be prepared in accordance with MAG Uniform Standard Specifications and Details for Public Works Construction Standard Specifications Section 301.

503.4.7 Gutter. Depending on stormwater design, a Type C roll curb or Type A vertical curb and gutter may be utilized in accordance with MAG Uniform Standard Specifications and Details for Public Works Construction Standard Detail 220.

503.4.8 Fire hydrants. Where a fire hydrant is located on a private residential street, parking will be prohibited on the same side of the street as the fire hydrant for a distance twenty (20) feet (6,096 mm) before and after the center of the fire hydrant. Prohibited parking areas will be marked in accordance with Section 503.5.

503.5 Fire lane marking. Where required by the Fire Marshal, approved signs or other approved notices or markings that include the words FIRE LANE-NO PARKING shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall always be maintained in a clean and legible condition and be replaced or repaired when necessary to provide adequate visibility.

503.5.1 Where required. Fire lane marking will be required in accordance with Sections 503.5.1.1 to 503.5.1.3.

503.5.1.1 Marking on both sides of a road. When a fire apparatus access road is less than twenty-eight (28) feet (8,534 mm) in width, fire lane marking is required on both sides of the fire apparatus access road.

503.5.1.2 Marking on one side of a road. When a fire apparatus access road is twenty-eight (28) feet (8,534 mm) or greater and less than or equal to thirty-six (36) feet (10,973 mm) in width, fire lane marking is required to be installed on a minimum of one side of the fire apparatus access road.

503.5.1.3 Authority. The Fire Marshal shall have the authority to require fire lane marking where fire lane markings are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.6.1. Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the Fire Marshal.

503.7 Required gates or barricades. The Fire Marshal is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways in accordance with this section. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200

503.7.1 Secured gates and barricades. Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.7 shall not be trespassed on or used unless authorized by the owner and the Fire Marshal.

EXCEPTION: The restriction on use shall not apply to public officers acting within the scope of duty.

503.7.2 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall always be maintained operational. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.7.3. Chains. Chains alone across a fire apparatus access road is prohibited.

Section 505: Premises Identification

Section 505 is amended to read as follows:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background.

Where required by the Fire Marshal, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of four (4) inches (101.6 mm) high with a minimum stroke width of 5/8-inch (15.87 mm) on a contrasting background. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

505.2 Premise identification for residential occupancies. Premise identification for residential occupancies shall be in accordance with Section 505.

505.2.1 Single-family homes. The address numbers for single-family homes that are Group R-3 occupancies shall be a minimum of four (4) inches (101.6 mm) high, with a minimum 5/8-inch (15.87 mm) brush stroke on a contrasting background.

505.2.2 Address marking of multifamily residential occupancies other than R-3 occupancies. The address, individual building, spread, and dwelling numbers in other than Group R-3 occupancies shall be in accordance with Sections 505.2.2.1 through 505.2.2.6.

505.2.2.1 Building or site address. The street address numbers shall be a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) wide brush stroke on contrasting color. For buildings less than one hundred (100) feet (30,480 mm) long, a minimum of one address shall be provided. For buildings greater than one hundred (100) feet (30,480 mm) in length, the address is required in a minimum of two (2) places. Each building in a complex shall display its own identification.

505.2.2.2 Building identification numbers. Each building shall display its specific alphabetical or numerical designation which must be clearly visible from the fire apparatus access road. The building identification numbers shall be a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) brush stroke on contrasting color. For buildings less than one hundred (100) feet (30,480 mm) long, a minimum of one building identification number per building shall be provided.

505.2.2.3 Spread numbers. Spread numbers shall be provided adjacent to the building identification numbers to indicate the apartment or unit numbers by floors in the building. Spread numbers shall be a minimum of seven (7) inches (178 mm) high with a one (1)-inch (25 mm) brush stroke on a contrasting background.

505.2.2.4 Unit identification at entrances. When more than one dwelling or unit is accessed from an entrance, a spread plate is required. The spread numbers are required to be internally or externally illuminated.

505.2.2.5 Apartment or unit numbers. Individual apartment or unit numbers shall be a minimum of four (4) inches (102 mm) high with a minimum 5/8-inch (15.87 mm) brush stroke on a contrasting background.

505.2.2.6 Additional unit identification signs. Where a building is not visible from the fire apparatus access road, an approved directional sign indicating the location of the unit is required.

505.3 Premise identification for commercial buildings. Commercial buildings less than two hundred (200) feet (60,960 mm) long and one hundred (100) feet (30,480 mm) from the road shall be identified with building address numbers that are a minimum of eighteen (18) inches (457 mm) high with a minimum three (3)-inch (76 mm) brush stroke on contrasting background. The address shall be visible from all access directions.

When buildings are more than two hundred (200) feet (60,960 mm) long or set back from the road more than one hundred (100) feet (30,480 mm) they shall be identified with building address numbers that are a minimum of twenty-four (24) inches (610 mm) high with a four (4)-inch (102 mm) brush stroke of a contrasting color.

When buildings are greater than five hundred (500) feet (152,400 mm) in length, the number and address shall be provided in a minimum of two (2) locations. When buildings have multiple access points, numbers and addresses shall be provided at each access point.

505.3.1 Multitenant commercial buildings. Individual tenant spaces in multitenant commercial buildings shall have their address or suite number posted at the front entrance and rear access doors. This number shall be a minimum of six (6) inches (152 mm) high with a one (1)-inch (25 mm) brush stroke on a contrasting background.

505.3.2 Multiple buildings at a single address. Each building shall display its specific alphabetical or numerical designation that shall be clearly visible from the fire apparatus access road.

505.4.1 When required. An approved address directory shall be provided at properties containing any one of the following:

1. More than one (1) principal building.
2. Buildings with unit identification numbers randomly numbered or sequenced.
3. When, in the opinion of the Fire Marshal, emergency response may be delayed due to the physical layout of the complex.

Section 507: Fire Protection Water Supplies

Section 507 is amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

507.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow.

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with the MAG Uniform Standard Specifications and Details for Public Works Construction; the City of Avondale Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction; NFPA 24, and this section.

507.2.1.3 System pressure requirement. A minimum of twenty (20) psi (138 kPa) residual pressure shall be maintained in the system. All pressure losses in the system including friction loss through pipe and fittings and changes in elevation shall be accounted for from the hydraulically most demanding hydrant(s) back to the location of the water flow test that was used to determine the water supply available to supply the new private hydrants and mains.

507.2.1.7 Private fire service main looping. Private fire service mains are required to be looped with a minimum of two (2) separate connections to the public water system under the following conditions:

1. Water main exceeds one hundred (100) feet for six (6) inch lines.
2. Water main exceeds four hundred (400) feet for eight (8) inch lines.
3. Water mains serving more than one (1) fire hydrant.
4. Water mains serving a building over fifty-two thousand (52,000) square feet.
5. Water mains serving a building over two (2) stories in height.
6. Water mains serving more than one (1) commercial building.
7. Water mains serving over thirty (30) single-family residential units.
8. Water mains serving over two hundred (200) multi-family residential units.
9. As otherwise required by the Fire Marshal.

507.2.1.8 Private fire service main connections. Where two (2) water connections are required, they shall be placed a distance apart equal to not less than one half (1/2) of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between the water connections. Where two (2) water connections are required, they shall be made to separate water lines where possible. Where the connections are made to the same water line a valve shall be in an approved

location in between the connections to allow for one connection to provide fire protection while the second connection is being repaired.

507.4 Water supply test. The Fire Marshal shall be notified prior to the water supply test. Water supply tests shall be witnessed by the Fire Marshal. Test documentation, in an approved format, shall be provided to the Fire Marshal.

507.4.1 Water flow test location. The location of hydrants used to determine the available water supply shall be shown on the plans. The plans shall provide detail on how the private fire service main is connected to the city main. The size and location of the city main in the street and whether the main is dead-end or circulating shall be shown on the plans. If the main is a dead-end, the direction and distance to the nearest circulating main shall be noted on the plans. The elevation of the static and residual pressure test gauge with relation to the on-site hydrants shall be noted on the plans.

507.4.3 Design safety factor. The water flow test results shall be adjusted as noted in Sections 507.4.4 and 507.4.5 to account for seasonal and daily flow calculations in the water supply system.

507.4.4 Static pressure equal to or more than ninety (90) psi. When the static pressure is over ninety (90) pounds (621 kPa) per square inch (psi) the maximum design static pressure will be eighty (80) psi (552 kPa) regardless of the actual test pressure. The slope of the original design curve shall be used even though the design pressure is reduced to eighty (80) psi (552 kPa).

507.4.5 Static pressure less than or equal to ninety (90) psi. When the recorded static pressure is less than or equal to ninety (90) psi (621 kPa), the system design shall include a minimum ten (10) psi (69 kPa) safety factor between the system flow and pressure demand and the available water supply.

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.1.9.

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than four hundred (400) feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Marshal.

EXCEPTIONS:

1. For structures designed and constructed in accordance with the International Residential Code, Group R-3, and Group U occupancies, the distance requirement shall be six hundred (600) feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, the distance requirement shall be six hundred (600) feet

(183 m).

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within one hundred (100) feet (30,480 mm) of the fire department connections.

EXCEPTION: The distance shall be permitted to exceed one hundred (100) feet (30,480 mm) where approved by the Fire Marshal.

507.5.1.2 Maximum distance. The maximum distance to a fire hydrant, from any point of a fire apparatus access road, shall not exceed one hundred fifty (150) feet, as measured along the roadway.

EXCEPTION: The maximum distance to a fire hydrant, from any point of a fire apparatus access road serving single-family residential developments, shall not exceed two hundred fifty (250) feet, as measured along the roadway.

507.5.1.3 Hydrant spacing. Fire hydrants shall be spaced approximately five hundred (500) feet (152,400mm) apart in single-family residential developments and shall be approximately three hundred (300) feet (91,440mm) apart in all other development types. The distance between hydrants shall be measured along the path of the fire apparatus access road.

507.5.1.3.1 Roads separated by medians. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where streets are provided with four (4) or more traffic lanes hydrant spacing shall be provided on each side of the street and be arranged on an alternating basis.

507.5.1.4 First new hydrant. The first new fire hydrant shall be located at the street intersection or at the main entrance(s) into an apartment complex or commercial development. Additional hydrants shall be spaced per Section 507.5.1.3.

507.5.1.5 Side of road. New hydrants shall be located on the right-hand (passenger) side of the fire apparatus road

507.5.1.6 Distance from road. Fire hydrants shall be located not less than one (1) foot (305 mm) and not more than six (6) feet (1,829 mm) from the back of the curb or shoulder of the private fire apparatus access road or other vehicle access point. The largest outlet on the hydrant shall face the access road.

507.5.1.7 Reflective markers. Blue four (4)-inch by four (4)-inch DOT approved retroreflective reflectors

shall be used as a method of identifying fire hydrant locations. For proper placement, refer to City of Avondale Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction or as directed by the Fire Marshal.

507.5.1.8 Parking areas. In open-air, on-grade parking areas, at least one (1) fire hydrant shall be located within six hundred (600) feet (182,800 mm) of all areas.

507.5.1.9 Transportation hazards. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed one thousand (1,000) feet to provide for transportation hazards.

507.5.2 Hydrant specifications. Hydrant installations shall comply with Sections 507.5.2.1 through 507.5.2.9.

507.5.2.1 Type. All fire hydrants shall be wet barrel as defined by AWWA M17 and specified by the City of Avondale Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction. New or replacement fire hydrants shall be Clow Model #860 wet barrel hydrant or equivalent with LBI Model #400 breakaway check valve or equivalent. Fire hydrants shall have two (2) 2 ½-inch outlets and one (1) 4 ½-inch outlet.

EXCEPTIONS:

1. Fire hydrants installed in the Liberty Water District are required to be dry barrel hydrants in accordance with Liberty Water District specifications.
2. As required by the Fire Marshal.

507.5.2.2 Threads. Fire hydrants shall be provided with National Standard thread and comply with the MAG Uniform Standard Specifications and Details for Public Works Construction.

507.5.2.3 Height. Fire hydrants shall be installed so that the centerline of the lowest outlet is not less than eighteen (18) inches (457 mm) above grade and the highest outlet does not exceed twenty-four (24) inches (610 mm) above grade and comply with the MAG Uniform Standard Specifications and Details for Public Works Construction.

507.5.2.4 Color of hydrants. Private fire hydrants shall be OSHA Safety Red or equivalent in color. Exterior coatings for new hydrants shall be factory-applied enamel, or equivalent factory-applied coating. The exterior coatings shall be maintained as required.

507.5.3 Obstruction. Unobstructed access to fire hydrants shall always be maintained. The fire

department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

507.5.4 Clear space around hydrants. A three (3)-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

507.5.5 Physical protection. Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with Section 312.

Section 507.5.6 is amended to read as follows:

507.5.6 Private fire service mains. Private service fire mains supplying hydrants that exceed one hundred (100) psi (689 kPa) shall require approval by the Fire Marshal.

Chapter 9: Fire Protection and Life Safety Systems

Section 901: General

Section 901.4.6.1 is amended to read as follows:

901.4.6.1 Access. Rooms for automatic sprinkler system risers, fire pumps and controllers shall be provided with a door leading directly outside. An approved Knox key box is required adjacent to the door's strike leg or an approved location.

Section 901.6.3 is amended to read as follows:

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three (3) years and the servicing contractor shall submit inspection, testing, and maintenance reports online to the approved 3rd party reporting service within thirty (30) days of the date of service. Failure to submit reports within the thirty (30)-day period will result in penalties identified in Section 113.

The fire department will maintain a webpage on the City of Avondale's Official Website identifying the name of the 3rd party reporting service, the reporting service's contact information, and the types of fire protection systems that must be reported.

Section 903: Automatic Sprinkler Systems

Sections 903.2 is partially amended to read as follows, with the following subsections deleted and replaced as noted:

903.2 Where required. Approved automatic sprinkler systems installed in accordance with applicable NFPA standards in new buildings and structures shall be provided in the locations described in Sections

903.2.1 through 903.2.14.

EXCEPTIONS:

1. Detached gazebos, temporary tents and ramadas for residential and public use,
2. Independent building of any construction or occupancy other than Group E or H of one thousand (1,000) square feet or less,
3. Detached non-combustible carports or parking canopies regardless of size, or detached non-combustible canopies used exclusively for automotive motor fuel dispensing stations not exceeding five thousand (5,000) square feet,
4. Factory built buildings utilized as temporary office buildings like real estate leasing offices and construction offices,
5. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than one (1)-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than two (2)-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.
6. Special use non-combustible structures as approved by the Fire Marshal.

903.2.1 Group A. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group A occupancy.

903.2.1.5.1 Spaces under grandstands or bleachers. Enclosed spaces under grandstands or bleachers shall be equipped with an automatic sprinkler systemin accordance with Section 903.3.1.1.

903.2.2 Group B. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy.

903.2.3 Group E. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy.

903.2.4 Group F. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy.

903.2.6 Group I. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group I occupancy.

903.2.7 Group M. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group M occupancy.

903.2.8 Group R. A NFPA Standard 13 automatic sprinkler system shall be provided throughout buildings with a Group R fire area.

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with NFPA Standard 13-D shall be permitted in Group R-3 occupancies.

903.2.8.2 Group R-4, Condition 1. An automatic sprinkler system installed in accordance with NFPA Standard 13-D shall be permitted in Group R-4, Condition 1 occupancies.

903.2.8.3 Group R-4, Condition 2. An automatic sprinkler system installed in accordance with NFPA Standard 13-R shall be permitted in Group R-4, Condition 2 occupancies.

903.2.8.4 Care Facilities. An automatic sprinkler system installed in accordance with NFPA Standard 13-D shall be permitted in care facilities with five (5) or fewer individuals in a single-family dwelling.

903.2.8.5 Developmental Disability Residential Facilities. The requirement to install an automatic fire sprinkler system shall comply with A.R.S. § 36-582, as amended.

903.2.8.6 Residential Code. Structures within the scope of the International Residential Code which exceed five thousand (5,000) square feet in area, under roof, shall be provided with an automatic fire sprinkler system meeting the requirements of NFPA 13D.

903.2.9 Group S. A NFPA Standard 13 automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy.

Section 907: Fire Alarm and Detection System

Section 907.1.3.1 is amended to read as follows:

907.1.3.1 Addressable. Fire alarm control panels shall be addressable unless approved by the Fire Marshal.

Sections 907.2.9.4, 907.2.9.5, and 907.2.9.6 are amended to read as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.9.5 through 907.2.9.6.

907.2.9.5 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

EXCEPTIONS:

1. A manual fire alarm system is not required in buildings not more than two (2) stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than one (1)-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
    a. The building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
    b. The notification appliances will activate upon sprinkler water flow.
    c. Not fewer than one (1) manual fire alarm box is installed at an approved location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at exits located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.9.6 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.

EXCEPTIONS:

1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 912: Fire Department Connections

Section 912.6 is amended to read as follows:

912.6 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow in accordance with the City of Avondale Engineering Division requirements.

Chapter 23: Motor Fuel-Dispensing Facilities and Repair Garages

Section 2304: Dispensing Operations

Section 2304.4 is amended to read as follows:

EXCEPTION: The requirements of this section shall not apply to fueling operations conducted as part of permitted auto racing or motor sports activities, provided such operations comply with Section 5706.5.4.6, Fueling of vehicles at motor sport venues, and are conducted in accordance with an approved fire safety and fueling operations plan approved by the Fire Marshal.

Chapter 33: Fire Safety During Construction and Demolition

Section 3307: Fire Department Site Access and Water Supply

Section 3307.1 is amended to read as follows:

3307.1 Required access. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within one hundred (100) feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

3307.1.1 Key boxes. Key boxes shall be provided as required by Chapter 5.

[BE] 3307.1.2 Stairways required. Where building construction exceeds forty (40) feet (12,192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairway shall be extended to within one (1) floor of the highest point of construction having secured decking or flooring.

3307.1.3 Maintenance. Required means of egress and required accessible means of egress shall be maintained during construction and demolition, remodeling or alterations and additions to any building.

EXCEPTION: Approved temporary means of egress and accessible means of egress systems and facilities.

3307.1.4 Construction. Fire department access during construction, at a minimum, shall be as follows:

1. Minimum of six (6) inches (152 mm) of native soil compacted to ninety-five (95) percent of standard proctor density (ASTM D 698),
2. Minimum of four (4) inches (102 mm) of aggregate base compacted to one hundred (100) percent

of standard proctor density (ASTM D 698),

3. Water drainage shall be directed away from the fire apparatus access road.

3307.1.5 Alternative Construction Access. The surface of fire apparatus access roads may differ from Section 503.2.3.1 if it is shown that the surface provided is enough to support an imposed live load of seventy thousand (70,000) pounds (31,752 kg) with a maximum axle load of twenty-eight thousand (28,000) pounds (12,701 kg). An engineer registered by the State of Arizona shall prepare and seal the soil compaction report. The report shall be available for review by the Fire Marshal.

Chapter 41: Temporary Heating and Cooking Operation

Section 4106: Temporary Heating and Cooking Operation

Section 4106.2 is amended to read as follows:

Section 4106.2 Mobile food preparation vehicles. Mobile food preparation vehicles shall not be required to obtain a special permit that is not required for other mobile vending businesses. Mobile food units are required to be inspected annually by an Arizona city or town fire department within the State of Arizona before operation.

> **EXCEPTION:** If the mobile food vendor provides evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding twelve (12) months.

Chapter 56: Explosives and Fireworks

Section 5601: General

Section 5601.2.3 is amended to read as follows:

5601.2.3 Permit restrictions. The storage of explosives and blasting agents is prohibited within the entire City, except for temporary storage for use in connection with approved blasting operations. However, this prohibition shall not apply to wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive- actuated power tools in quantities involving less than five hundred (500) pounds (226.8 kg) of explosive material.

Chapter 57: Flammable and Combustible Liquids

Section 5704: Storage

Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by The Zoning Ordinance of the City of Avondale, Arizona.

Section 5704.2.13.1.4 is amended to read as follows:

5704.2.13.1.4 Tanks abandoned in place. The abandonment of tanks in place is prohibited within the entire City.

Section 5706: Special Operations

Section 5706.2.4.4 is amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by The Zoning Ordinance of the City of Avondale, Arizona.

Section 5706.5.4.6 is added to read as follows:

5706.5.4.6 Fueling of vehicles at motorsport venues. Dispensing of motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at an approved motorsport venue is allowed by special permit from the Fire Marshal, provided such dispensing operations are conducted in accordance with Section 5706.2.8, section 5706.5.4.5 and the following:

1. A Fueling Safety Plan shall be required to coordinate fueling operations, equipment, personnel, training, personal protective equipment, ignition source control, fueling procedures and safety procedures in accordance with this code and the appropriate NFPA standards.
2. An Emergency Response Plan shall be required to coordinate spill procedures, fire procedures, evacuation procedures and emergency procedures in accordance with this code and the appropriate NFPA standards.
3. A Fire Protection Plan shall be required to coordinate the fire protection water supply, fire equipment, foam firefighting systems, personnel, training, personal protective equipment and fire protection procedures in accordance with this code and the appropriate NFPA standards.
4. A Spill Prevention, Control and Countermeasures Plan (SPCC) shall be required in accordance with Environmental Protection Agency (EPA) requirements.
5. The Fueling Safety Plan, Emergency Response Plan, Fire Protection Plan and Spill Prevention, Control and Countermeasures Plan shall be reviewed, sealed and signed by a qualified Arizona Registered Professional Engineer.

CITY COUNCIL REPORT

ITEM NUMBER: 4.o.

SUBJECT: Ordinance 2022-0726 – Acceptance of a Bus Shelter Easement Agreement from McDonald's USA, LLC

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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 Ordinance 2022-0726, authorizing the acceptance of a bus shelter easement agreement from McDonald's USA, LLC, 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's Public Works Transit Division is currently replacing existing bus shelters that are over 20 years old throughout the City's fixed bus route network. The existing bus shelter located on the southeast corner of Indian School Road and 107th Avenue experiences the highest fixed bus route ridership in the City. The current bus shelter at this location was installed in early 2023 and is now too small for the number of riders that utilize it. Based on the higher ridership at this location, and to provide better safety, comfort, and protection from inclement weather for transit riders, Staff will install a larger bus shelter. To accommodate the larger shelter, the City will need to acquire an easement along a parcel identified by Assessor's Parcel Number 102-27-729 and owned by McDonald's USA, LLC (McDonald's).

DISCUSSION:

McDonald's has agreed to grant the City a bus shelter easement agreement at no cost. The easement consists of an area containing 720 square feet.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acceptance of a bus shelter easement agreement from McDonald's USA, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*

Bus Shelter Easement

Avondale

Bus Shelter Easement

Not to Scale

Prepared on 6/3/2026 by the Geospatial Services Division of the Information Technology Department

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ORDINANCE NO. 2022-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF AN EASEMENT FOR A PUBLIC BUS SHELTER GENERALLY LOCATED AT THE SOUTHEAST CORNER OF INDIAN SCHOOL ROAD AND 107TH AVENUE FROM MCDONALD'S USA, LLC.

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

WHEREAS, McDonald's USA, LLC is the owner of certain real property identified as Assessor's Parcel Number 102-27-729 generally located at the southeast corner of Indian School Road and 197th Avenue, in Avondale, Arizona (the "Property"); and

WHEREAS, McDonald's USA, LLC desires to dedicate a portion of the Property totaling ± 0.02 acres to the City for use as a bus shelter ("the Easement"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Easement necessary for a public bus shelter, generally located at the southeast corner of Indian School Road and 107th Avenue, in Avondale, Arizona, from McDonald's USA, LLC for public use.

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

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

SECTION 2. The dedication of real property totaling ± 0.02 acres, generally located at the southeast corner of Indian School Road and 107th Avenue, in Avondale, Arizona, as more particularly described and depicted on Exhibit A of the Bus Shelter Agreement, attached hereto and incorporated herein by reference, is hereby accepted by the City from McDonald's USA, LLC for public use.

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

[SIGNATURES ON FOLLOWING PAGE]

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2022-0726

[Bus Shelter Easement Agreement]

See following pages.

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

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

BUS SHELTER EASEMENT AGREEMENT

GRANTOR: **MCDONALD'S USA, LLC, a Delaware limited liability company**

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

THIS BUS SHELTER EASEMENT AGREEMENT (the "Agreement") is entered into on June 2, 2024, by and between the Grantor and the City for the purposes set forth below.

RECITALS

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

B. The Grantor and the City desire to enter into this Agreement for Grantor to grant to the City a limited, non-exclusive perpetual easement (the "Easement") together with the necessary right of access, ingress and egress over the Easement Area for purposes of establishing, constructing, expanding, operating, and maintaining a public bus stop and related transportation facilities, including but not limited to shelters, benches, ADA-compliant access, lighting, signage, trash receptacles, and other supporting improvements (the "Facilities") located within the Easement Area, as described and depicted on Exhibit A attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City the Easement for the purposes of accessing, operating, maintaining, repairing, or replacing the Facilities.

2. Use of the Easement. The Easement Area shall only be used for constructing, maintaining, and operating public transportation facilities, including but not limited to pedestrian

shelters, benches, and other public seating infrastructure; ADA-compliant and accessible features, such as ramps, tactile paving, and handrails, in compliance with ADA Accessibility Guidelines for Transportation Facilities; Lighting and signage for public and traffic safety; Landscaping and trash management related to the bus stop location. This Easement is non-exclusive; the Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence wall, structure or other improvement that interferes with or impedes the City's access to the Easement or the City's right to access, maintain, operate, repair or replace the Facilities in the Easement Area.

3. Improvements. The City shall be solely responsible for the construction, installation, maintenance, repair, and replacement of all improvements within the Easement Area; the City shall ensure that all facilities comply with applicable provisions of the ADA, Avondale Municipal Code, and other federal, state, and local statutes and standards; after performing any maintenance or construction, the City shall, to the extent reasonably practicable, restore any disturbed portions of the Easement Area or adjacent property to their original condition. The Grantor shall not interfere or obstruct the Easement Area or any authorized activities undertaken by the City or its personnel; the Grantor shall promptly notify the City of any hazards, encroachments, or disputes affecting the Easement Area.

4. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Grantor (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fee, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions of the City, its council members, officers, employees, agents, or any tier of subcontractor related to City's use of the Easement Area.

5. Termination. This Agreement and the City's use of the Easement shall terminate 60 days after the City's permanent abandonment, decommissioning or cessation of use of the Bus Shelter. No such 60-day period shall begin until after written notice by Grantor to the City's Manager of Grantor's belief that the City has abandoned, decommissioned or ceased use of the Facilities.

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

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

8. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the City's use of the Easement Area.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

"Grantor"

MCDONALD'S USA, LLC,
a Delaware limited liability company

By: _____
Padraic G. Molloy

Its: Senior Counsel/Director

(ACKNOWLEDGMENT)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on June, 2, 2026, by Padraic G. Molloy, Senior Counsel/Director of McDonald's USA, LLC, a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Illinois

(affix notary seal here)

OFFICIAL SEAL
VIANEY I CABRALES
Notary Public, State of Illinois
Commission No. 848797
My Commission Expires
December 18, 2027

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"Grantee"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
BUS SHELTER EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MCDONALD'S USA, LLC

[Legal Description and Exhibit]

See following page.

EXHIBIT "A"
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northwest Quarter (NW 1/4) of Section Twenty- Nine (29), Township Two (2) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in Hand Hole at the Northwest Corner (NW) of said Section Twenty-Nine (29) from which a Calculated point at the West Quarter Corner (W 1/4) of said Section 29, bears South 01°41'16" East, a distance of 2675.11 feet based on the Final Plat for " Fry's Avondale Plaza", recorded in book 476, Page 09 of the Maricopa County Recorder's Office;

THENCE along said line South 01 degrees 41 minutes 16 seconds East, a distance of 56.03 feet;

THENCE Departing said line, North 88 degrees 18 minutes 44 seconds East, a distance of 125.68 feet, to the **Point of Beginning**;

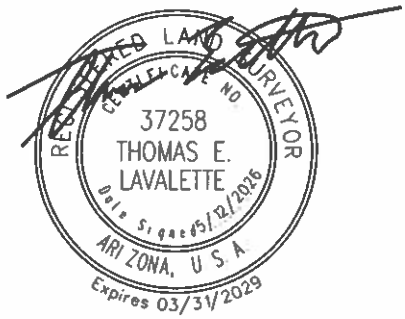
THENCE North 88 degrees 46 minutes 55 seconds East a distance of 40.00 feet;

THENCE South 01 degrees 13 minutes 05 seconds East a distance of 18.00 feet;

THENCE South 88 degrees 46 minutes 55 seconds West a distance of 40.00 feet;

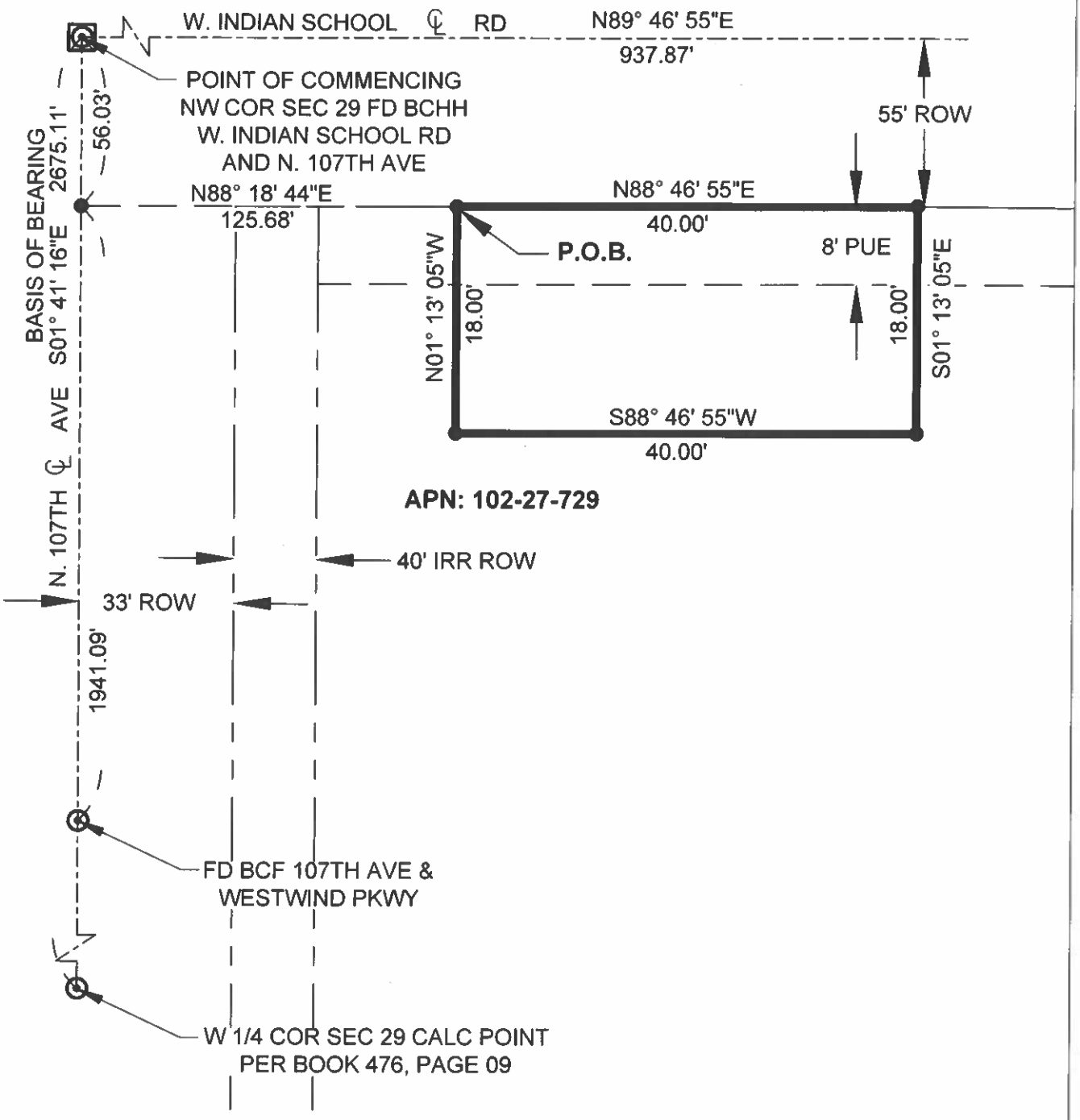
THENCE North 01 degrees 13 minutes 05 seconds West a distance of 18.00 feet
to the **Point of Beginning**;

Containing 720 sqft or 0.02 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

EXHIBIT "A"



NORTH

SCALE:
NTS
T2N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 5/12/2026
ARIZONA, U.S.A.
Expires 03/31/2029

ENGINEERING ALLIANCE
INC

PROJECT: 2024-M-314	
DATE: 05-12-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: BUS STOP EASEMENT	
SHEET NO: 1 OF 1	

CITY COUNCIL REPORT

ITEM NUMBER:	4.p.
SUBJECT:	Ordinance 2023-0726 – Acceptance of a Bus Shelter Easement Agreement from Gateway Crossing SC, LLC
MEETING DATE:	7/6/2026
TO:	Mayor and Council
FROM:	Kimberly Moon, Director, Engineering Department
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 Ordinance 2023-0726, authorizing the acceptance of a bus shelter easement agreement from Gateway Crossing SC, LLC, 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's Public Works Transit Division is currently replacing bus shelters throughout the City's fixed-route transit network that have exceeded their useful life and are more than 20 years old. As part of this program, the City proposes to replace the existing bus shelter and associated appurtenances located generally on the south side of McDowell Road, west of 99th Avenue, adjacent to a property identified by Assessor's Parcel Number (APN) 102-54-067.

During project design and due diligence, it was determined that additional property rights were necessary to construct, install, operate, and maintain the proposed shelter and related improvements. The property owner, Gateway Crossing SC, LLC, has agreed to grant the City an easement to accommodate these improvements.

DISCUSSION:

Gateway Crossing SC, LLC, will donate an easement containing 131 square feet.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acceptance of a bus shelter easement agreement from Gateway Crossing SC, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*

Bus Shelter Easement

Avondale

— Bus Shelter Easement

Not to Scale

N

Prepared on 6/11/2026 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\AerialExhibit_Workspace

ORDINANCE NO. 2023-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF AN EASEMENT FOR A PUBLIC BUS SHELTER GENERALLY LOCATED ON WEST MCDOWELL ROAD WEST OF 99TH AVENUE FROM GATEWAY CROSSING SC LLC.

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

WHEREAS, Gateway Crossing SC, LLC ("Gateway Crossing") is the owner of certain real property identified as Assessor's Parcel Number 102-54-067 generally located at the on the south side of McDowell Road west of 99th Avenue, in Avondale, Arizona (the "Property"); and

WHEREAS, Gateway Crossing desires to dedicate a portion of the Property totaling ± 131 square feet to the City for use as a bus shelter ("the Easement"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Easement necessary for a public bus shelter, generally located on McDowell Road west of 99th Avenue, in Avondale, Arizona, from Gateway Crossing for public use.

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

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

SECTION 2. The dedication of real property totaling ± 131 square feet, generally located on the south side of McDowell Road west of 99th Avenue, in Avondale, Arizona, as more particularly described and depicted on Exhibit A of the Bus Shelter Agreement, attached hereto and incorporated herein by reference, is hereby accepted by the City from Gateway Crossing SC, LLC for public use.

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

[SIGNATURES ON FOLLOWING PAGE]

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2023-0726

[Bus Shelter Easement Agreement]

See following pages.

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

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

BUS SHELTER EASEMENT AGREEMENT

GRANTOR: GATEWAY CROSSING SC, LLC, a Delaware limited liability company

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

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

RECITALS

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

B. The Grantor and the City desire to enter into this Agreement for Grantor to grant to the City a limited, non-exclusive perpetual easement (the "Easement") together with the necessary right of access, ingress and egress over the Easement Area for purposes of establishing, constructing, expanding, operating, and maintaining a public bus stop and related transportation facilities, including but not limited to shelters, benches, ADA-compliant access, lighting, signage, trash receptacles, and other supporting improvements (the "Facilities") located within the Easement Area, as described and depicted on Exhibit A attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City the Easement for the purposes of accessing, operating, maintaining, repairing, or replacing the Facilities.

2. Use of the Easement. The Easement Area shall only be used for constructing, maintaining, and operating public transportation facilities, including but not limited to pedestrian shelters, benches, and other public seating infrastructure; ADA-compliant and accessible features, such as ramps, tactile paving, and handrails, in compliance with ADA Accessibility Guidelines for Transportation Facilities; Lighting and signage for public and traffic safety; Landscaping and trash management related to the bus stop location. This Easement is non-exclusive; the Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence wall, structure or other improvement that interferes with or impedes the City's access to the Easement or the City's right to access, maintain, operate, repair or replace the Facilities in the Easement Area.

3. Improvements. The City shall be solely responsible for the construction, installation, maintenance, repair, and replacement of all improvements within the Easement Area; the City shall ensure that all facilities comply with applicable provisions of the ADA, Avondale Municipal Code, and other federal, state, and local statutes and standards; after performing any maintenance or construction, the City shall, to the extent reasonably practicable, restore any disturbed portions of the Easement Area or adjacent property to their original condition. The Grantor shall not interfere or obstruct the Easement Area or any authorized activities undertaken by the City or its personnel; the Grantor shall promptly notify the City of any hazards, encroachments, or disputes affecting the Easement Area.

4. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Grantor (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fee, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions of the City, its council members, officers, employees, agents, or any tier of subcontractor related to City's use of the Easement Area.

5. Termination. This Agreement and the City's use of the Easement shall terminate 60 days after the City's permanent abandonment, decommissioning or cessation of use of the Bus Shelter. No such 60-day period shall begin until after written notice by Grantor to the City's Manager of Grantor's belief that the City has abandoned, decommissioned or ceased use of the Facilities.

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

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

8. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the City's use of the Easement Area.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**Grantor**"

GATEWAY CROSSING SC, LLC,
a Delaware limited liability company

By: _____
Joseph R. Walters, its Manager

(ACKNOWLEDGMENT)

STATE OF ~~ARIZONA~~ MO)
) ss.
COUNTY OF ~~MARICOPA~~ Camden)

This instrument was acknowledged before me on June 3, 2026, by _____.

_____
Notary Public in and for the State of ~~Arizona~~ Missouri

(affix notary seal here)

SUSAN HAMILTON LEIGHTY
Notary Public - Notary Seal
STATE OF MISSOURI
Camden County
My Commission Expires: Jan. 20, 2030
Commission # 26241863

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"Grantee"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
BUS SHELTER EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GATEWAY CROSSING SC, LLC

[Legal Description and Exhibit]

See following page.

EXHIBIT "A"
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of Section Five (5), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at the intersection of 99th Avenue and McDowell Road is a found brass cap in Hand Hole also being the Northeast Corner (NE) of said Section Five (5) from which along the Centerline of McDowell Road goes to the intersection of McDowell Road and 103rd Avenue is a Found Brass Cap in Hand Hole also being the North Quarter Corner (N 1/4) of said Section 5, bears South 88°44'57" West, a distance of 2634.19 feet based on the Final Plat for " Gateway Crossing Amended", recorded in book 912, Page 11 of the Maricopa County Recorder's Office;

THENCE along said centerline South 88 degrees 44 minutes 57 seconds West, a distance of 778.82 feet;

THENCE Departing said line, South 01 degrees 15 minutes 03 seconds East, a distance of 72.19 feet, to a point on the South Right of Way of McDowell Road also Being the **Point of Beginning**;

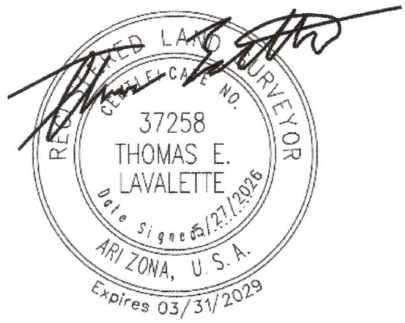
THENCE South 00 degrees 01 minutes 20 seconds West a distance of 5.00 feet;

THENCE North 89 degrees 58 minutes 40 seconds West a distance of 26.25 feet;

THENCE North 00 degrees 01 minutes 20 seconds East a distance of 5.00 feet to a point on the South Right of Way of McDowell Road;

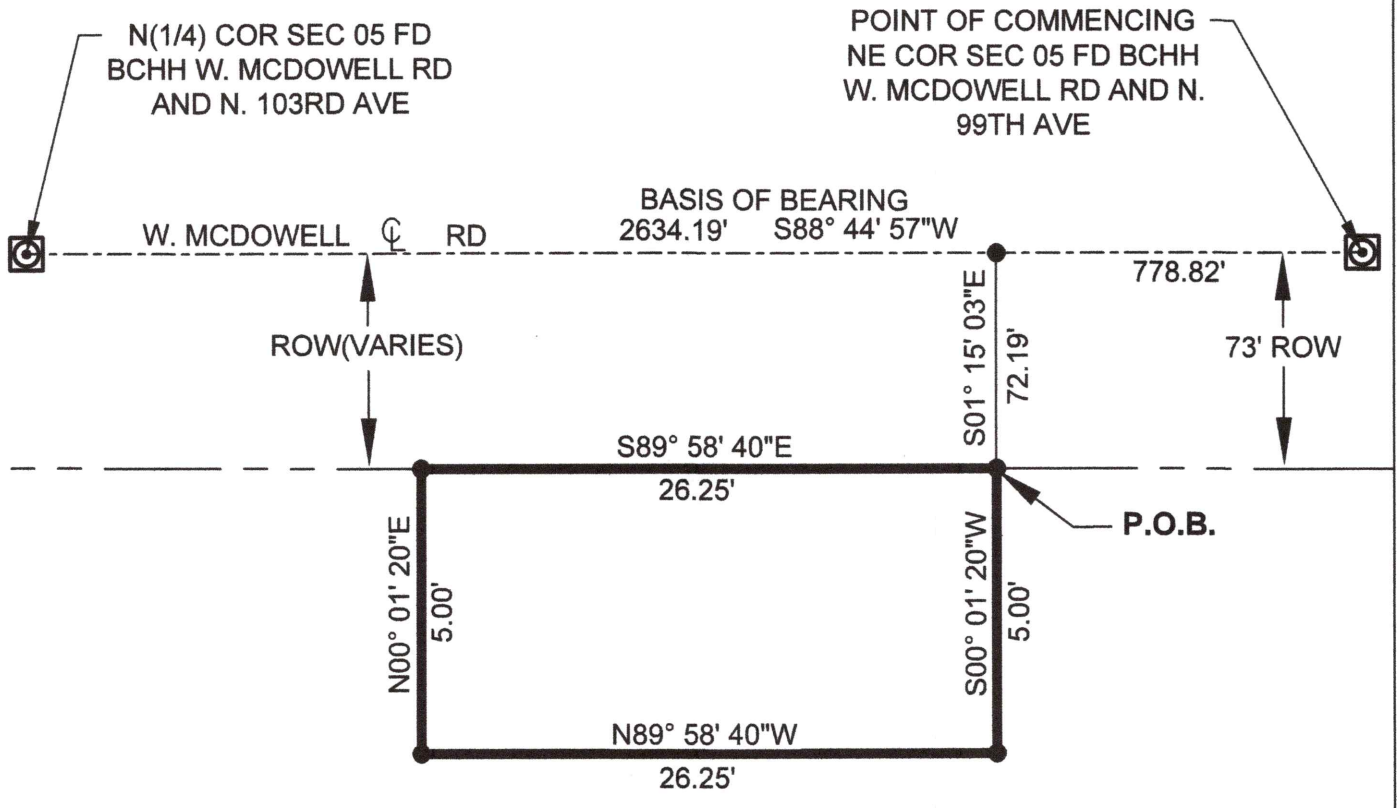
THENCE along said Right of Way line South 89 degrees 58 minutes 40 seconds East a distance of 26.25 feet to the **Point of Beginning**;

Containing 131 sqft or 0.00 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

EXHIBIT "A"



APN: 102-54-067

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 5/27/2026
ARIZONA, U.S.A.
Expires 03/31/2029

ENGINEERING ALLIANCE
INC

PROJECT: 2024-M-314	
DATE: 05-27-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: BUS STOP EASEMENT	
SHEET NO: 1 OF 1	

CITY COUNCIL REPORT

ITEM NUMBER: 4.q.

SUBJECT: Ordinance 2024-0726 – Acceptance of a Bus Shelter Easement Agreement from Park 10 Shops D & CH, LLC

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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 Ordinance 2024-0726, authorizing the acceptance of a bus shelter easement agreement from Park 10 Shops D & CH, LLC, 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's Public Works Transit Division is currently replacing bus shelters throughout the City's fixed-route transit network that have exceeded their useful life and are more than 20 years old. As part of this program, the City proposes to replace the existing bus shelter and associated appurtenances located generally on the south side of McDowell Road, east of 107th Avenue, adjacent to a property identified by Assessor's Parcel Number (APN) 102-54-123B.

During project design and due diligence, it was determined that additional property rights were necessary to construct, install, operate, and maintain the proposed shelter and related improvements. The property owner, Park 10 Shops D & CH, LLC, has agreed to grant the City an easement to accommodate these improvements.

DISCUSSION:

Park 10 Shops D & CH, LLC, has agreed to grant the City a bus shelter easement agreement at no cost. The easement consists of an area containing 312 square feet.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acceptance of a bus shelter easement agreement from Park 10 Shops D & CH, LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*

102-54-123B Bus Shelter Easement

Avondale

Bus Shelter Easement

Not to Scale

N

Prepared on 6/9/2026 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\AerialExhibit_Workspace

ORDINANCE NO. 2024-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF AN EASEMENT FOR A PUBLIC BUS SHELTER GENERALLY LOCATED EAST OF THE SOUTHEAST CORNER OF MCDOWELL ROAD AND 107TH AVENUE FROM PARK 10 SHOPS D & CH, LLC.

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

WHEREAS, Park 10 Shops D and CH, LLC ("Park 10") is the owner of certain real property identified as Assessor's Parcel Number 102-54-067 generally located east of the southeast corner of McDowell Road and 107th Avenue, in Avondale, Arizona (the "Property"); and

WHEREAS, Park 10 desires to dedicate a portion of the Property totaling ± 312 square feet, or 0.01 acres, to the City for use as a bus shelter ("the Easement"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Easement necessary for a public bus shelter, generally located east of the southeast corner of McDowell Road and 107th Avenue, in Avondale, Arizona, from Park 10 for public use.

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

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

SECTION 2. The dedication of real property totaling ± 312 square feet, or 0.01 acres, generally located east of the southeast corner of McDowell Road and 107th Avenue, in Avondale, Arizona, as more particularly described and depicted on Exhibit A of the Bus Shelter Agreement, attached hereto and incorporated herein by reference, is hereby accepted by the City from Park 10 Shops D and CH, LLC for public use.

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

[SIGNATURES ON FOLLOWING PAGE]

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2024-0726

[Bus Shelter Easement Agreement]

See following pages.

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

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

BUS SHELTER EASEMENT AGREEMENT

GRANTOR: PARK 10 SHOPS D & CH, LLC, an Arizona limited liability company

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

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

RECITALS

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

B. The Grantor and the City desire to enter into this Agreement for Grantor to grant to the City a limited, non-exclusive perpetual easement (the "Easement") together with the necessary right of access, ingress and egress over the Easement Area for purposes of establishing, constructing, expanding, operating, and maintaining a public bus stop and related transportation facilities, including but not limited to shelters, benches, ADA-compliant access, lighting, signage, trash receptacles, and other supporting improvements (the "Facilities") located within the Easement Area, as described and depicted on Exhibit A attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City the Easement for the purposes of accessing, operating, maintaining, repairing, or replacing the Facilities.

2. Use of the Easement. The Easement Area shall only be used for constructing, maintaining, and operating public transportation facilities, including but not limited to pedestrian shelters, benches, and other public seating infrastructure; ADA-compliant and accessible features, such as ramps, tactile paving, and handrails, in compliance with ADA Accessibility Guidelines for Transportation Facilities; Lighting and signage for public and traffic safety; Landscaping and trash management related to the bus stop location. This Easement is non-exclusive; the Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence wall, structure or other improvement that interferes with or impedes the City's access to the Easement or the City's right to access, maintain, operate, repair or replace the Facilities in the Easement Area.

3. Improvements. The City shall be solely responsible for the construction, installation, maintenance, repair, and replacement of all improvements within the Easement Area; the City shall ensure that all facilities comply with applicable provisions of the ADA, Avondale Municipal Code, and other federal, state, and local statutes and standards; after performing any maintenance or construction, the City shall, to the extent reasonably practicable, restore any disturbed portions of the Easement Area or adjacent property to their original condition. The Grantor shall not interfere or obstruct the Easement Area or any authorized activities undertaken by the City or its personnel; the Grantor shall promptly notify the City of any hazards, encroachments, or disputes affecting the Easement Area.

4. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Grantor (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fee, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions of the City, its council members, officers, employees, agents, or any tier of subcontractor related to City's use of the Easement Area.

5. Termination. This Agreement and the City's use of the Easement shall terminate 60 days after the City's permanent abandonment, decommissioning or cessation of use of the Bus Shelter. No such 60-day period shall begin until after written notice by Grantor to the City's Manager of Grantor's belief that the City has abandoned, decommissioned or ceased use of the Facilities.

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

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

8. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the City's use of the Easement Area.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**Grantor**"

PARK 10 SHOPS D & CH, LLC,
an Arizona limited liability company

By: **GUNBO, LLC**,
an Arizona limited liability company, Member

By: _____
Sejin Kim, Manager

(ACKNOWLEDGMENT)

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on June 8th, 2026, by Sejin Kim.

_____
Notary Public in and for the State of ~~Washington~~ OB
Oregon

(affix notary seal here)

OFFICIAL STAMP
ALLYSSAH ANNETTE BROWN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1059928
MY COMMISSION EXPIRES JUNE 19, 2029

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"**Grantee**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
BUS SHELTER EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PARK 10 SHOPS D & CH, LLC

[Legal Description and Exhibit]

See following page(s).

EXHIBIT "A"
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northwest Quarter (NW 1/4) of Section Five (5), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at the intersection of 107th Avenue and McDowell Road is a found brass cap in Hand Hole also being the Northwest Corner (NW) of said Section Five (5) from which along the Centerline of McDowell Road goes to the intersection of McDowell Road and 103rd Avenue is a Found Brass Cap in Hand Hole also being the North Quarter Corner (N 1/4) of said Section 5, bears North 88°58'45" East, a distance of 2637.71 (M) feet based on the Final Plat for " Park 10, Phase 4 – Lot 1, Phase 3 Replat", recorded in book 1851, Page 08 of the Maricopa County Recorder's Office;

THENCE along said centerline North 88 degrees 58 minutes 45 seconds East, a distance of 500.55 feet;

THENCE Departing said line, South 01 degrees 01 minutes 17 seconds East, a distance of 65.20 feet, to a point on the South Right of Way of McDowell Road also Being the **Point of Beginning**;

THENCE along said Right of Way line North 87 degrees 49 minutes 58 seconds East a distance of 10.09 feet;

THENCE Continuing North 88 degrees 58 minutes 43 seconds East a distance of 41.96 feet**;**

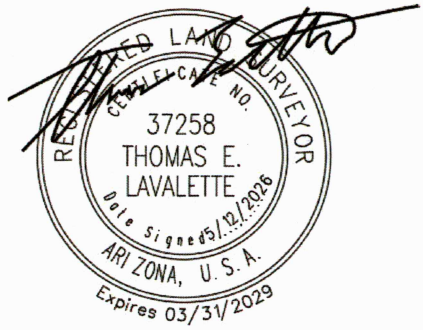
THENCE departing said line South 01 degrees 01 minutes 17 seconds East a distance of 6.00 feet;

THENCE South 88 degrees 58 minutes 43 seconds West a distance of 41.90 feet**;**

THENCE South 87 degrees 49 minutes 58 seconds West a distance of 10.03 feet**;**

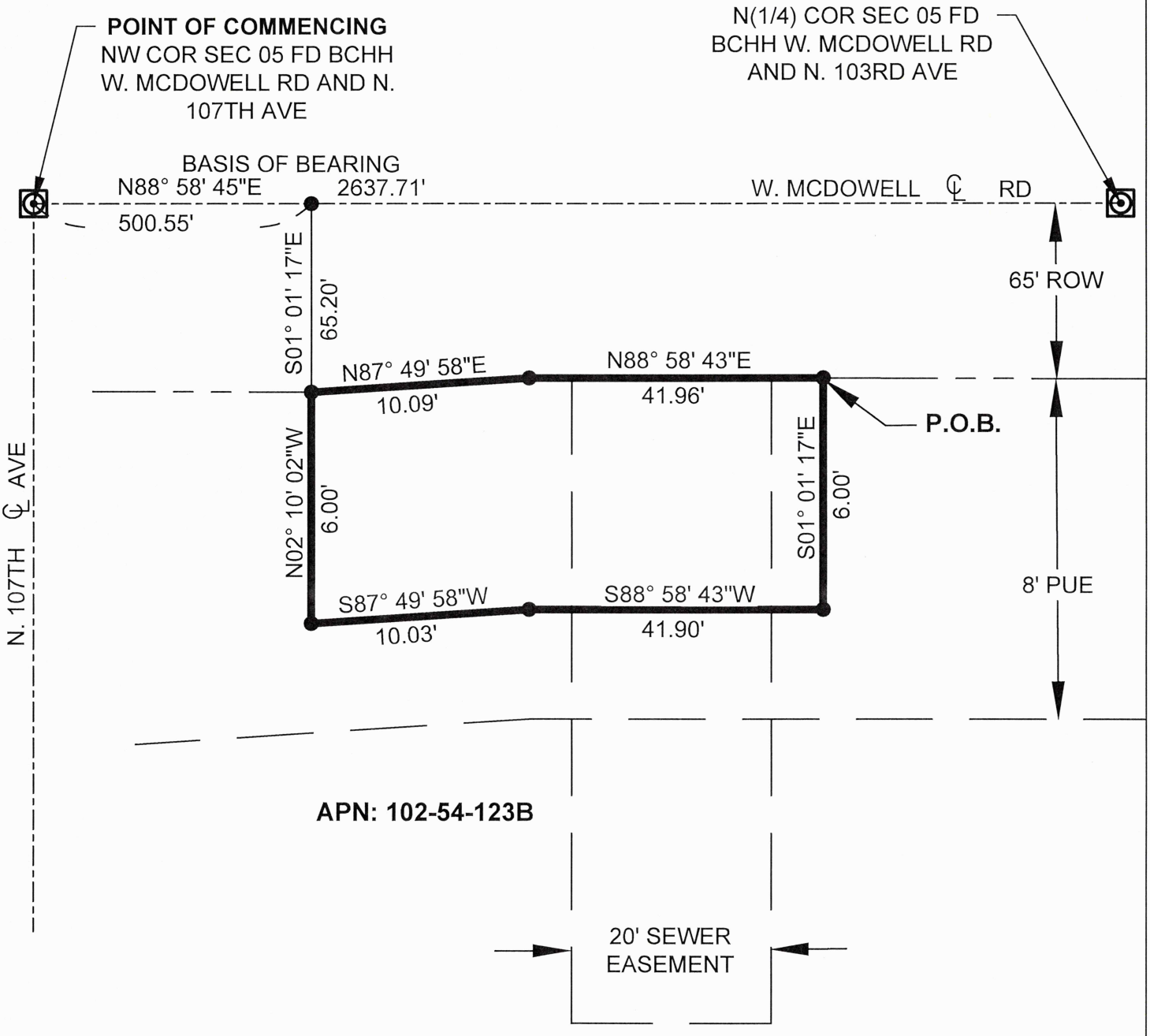
THENCE North 02 degrees 10 minutes 02 seconds West a distance of 6.00 feet
to the **Point of Beginning**;

Containing 312 sqft or 0.01 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

EXHIBIT "A"



NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 05/12/2026
ARIZONA, U.S.A.
Expires 03/31/2029

ENGINEERING ALLIANCE
INC

PROJECT: 2024-M-314	
DATE: 05-12-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: BUS STOP EASEMENT	
	SHEET NO: 1 OF 1

CITY COUNCIL REPORT

ITEM NUMBER: 4.r.

SUBJECT: Ordinance 2025-0726 - Authorizing the acceptance of a No-Build Easement from Maricopa County for the Bridge Housing Project

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Renee Weatherless, Director, Finance and Budget

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

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

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

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

PURPOSE:
City Council will consider a request to adopt Ordinance 2025-0726, authorizing the acceptance of a No-Build Easement from Maricopa County 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 is constructing six units of Transitional or Bridge Housing at 275 N. Eliseo C. Felix, Jr. Way. The parcel the city is constructing the units on is adjacent to Maricopa County parcel 500-26-003B. The City has requested that Maricopa County provide a No-Build Easement behind the new buildings to ensure safe egress and maintenance, and to allow the construction of a fence.

DISCUSSION:
The County has agreed to grant the City a No-Build Easement six feet along the adjoining property line at no cost. The easement would be exclusive to the City. The proposed easement consists of an area containing 270 square feet.

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

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the acceptance of a No Build Easement from Maricopa County and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the

necessary documents.

Contact person for document distribution: *James Milanese*

ORDINANCE NO. 2025-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF A NO-BUILD EASEMENT LOCATED ON A PORTION OF THE PARCEL ASSIGNED ASSESSOR'S PARCEL NUMBER 500-26-003B, FROM MARICOPA COUNTY, FOR PUBLIC USE AS PART OF THE CITY'S BRIDGE HOUSING PROJECT.

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

WHEREAS, Maricopa County, a political subdivision of the State of Arizona, is the owner of certain real property identified as Assessor's Parcel Number ("APN") 500-26-003B generally located north of East Western Avenue and east of North Dysart Road, in Avondale, Arizona (the "Property"); and

WHEREAS, Maricopa County desires to dedicate a portion of the Property totaling ± 2700 square feet, or 0.0620 acres to the City for public use as a setback and for the installation and maintenance of a fence or wall, and as part of the City's bridge housing project on the adjacent property ("the Easement"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Easement for such public use.

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

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

SECTION 2. The dedication of real property totaling ± 2700 square feet or 0.0620 acres, located on a portion of the parcel assigned APN 500-26-003B, in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City from Maricopa County for public use.

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

[SIGNATURES ON FOLLOWING PAGE]

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2025-0726

[No-Build Easement Agreement]

See following pages.

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

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

NO-BUILD EASEMENT AGREEMENT

GRANTOR: MARICOPA COUNTY, a political subdivision of the State of Arizona (the "County")

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

THIS NO-BUILD EASEMENT AGREEMENT (this "Agreement") is entered into on _____, 2026, by and between the County and the City for the purposes set forth below.

RECITALS

A. The County is the record owner of certain real property at the location identified on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"). The Easement Area is a part of the County-owned parcel assigned Assessor's Parcel Number 500-26-003B.

B. The County and the City desire to enter into this Agreement for the County to grant to the City a non-exclusive, perpetual easement (the "No-Build Easement") together with a covenant restricting construction within the Easement Area, and the necessary right of access, ingress and egress over the Easement Area, for purposes of installing, inspecting, accessing, maintaining, repairing, replacing, or removing a fence or wall, within the Easement Area. This easement is non-exclusive and Grantor retains all rights not expressly granted herein.

C. The City owns the property contiguous to the Easement Area and assigned Assessor's Parcel Number 500-26-003C (the "City Parcel"). The City is building housing on the City Parcel, and requires the No-Build Easement to complete its transitional housing project.

[AGREEMENT BEGINS ON THE FOLLOWING PAGE]

AGREEMENT

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

1. Grant of Easement. The County hereby grants and conveys unto and for the benefit of the City the Easement Area for the following purposes: (i) installing, operating, inspecting, accessing, maintaining, repairing, replacing, or removing a fence, wall or barrier in the Easement Area; (ii) creating an open and unoccupied area in which no buildings or structures may be built; and (iii) complying with the separation and distance requirements of the City's Zoning Code and Building Code.

2. Grantor's Uses. The County shall not use the Easement Area in a manner that materially interferes with the rights granted to the City under this Agreement. The County shall not grant or convey any rights related to the Easement Area that conflict or interfere with the rights herein given to the City.

3. Notice Before Non-Emergency Work. Except in emergency situations, Grantee shall provide Grantor at least forty-eight (48) hours prior notice before commencing construction, excavation, or major maintenance activities within the Easement Area.

4. Improvements and Vegetation. Grantee shall have the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation on the Easement Area whenever reasonably necessary for its use, operation, maintenance of, and access to the Easement Area. Grantee shall promptly restore the Easement area disturbed by Grantee's activities to a condition substantially similar to that existing before such disturbance. Grantee shall be solely responsible for maintenance, repair, replacement, and removal of all fences, walls, barriers and related improvements installed by Grantee.

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

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

7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all third-party Claims

arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims arise out of or are related to the use of the Easement Area and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, or employees. The indemnity, duty to defend, and hold harmless requirements stated in this No-Build Easement shall include, but are not limited to, any and all claims for injury to persons, loss of life, or damage to property. For the purpose of this No-Build Easement, the term "Claims" means, collectively, all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated with all such matters). Nothing herein shall be construed as a waiver of any defense, immunity, or limitation of liability available under Arizona law.

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

9. Amendments. This Agreement may be amended only by recording, in the office of the Recorder of Maricopa County, Arizona, an instrument in writing reciting such amendment, bearing the acknowledged signatures of both Grantor and Grantee, or their successors and assigns.

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

11. Cancellation by City. This Agreement may be cancelled by the City or the Grantor pursuant to A.R.S. § 38-511 at which time, Grantor and Grantee will execute and record an easement release or termination instrument and the Easement shall revert back to the Grantor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

GRANTOR:

MARICOPA COUNTY,
a political subdivision of the State of Arizona

By: _____
Its: Chair, Board of Supervisors Date

ATTEST:

_____
Clerk of the Board Date

Approved as to form:

_____
Deputy County Attorney Date

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026, by _____, _____ of Maricopa County, a subdivision of the State of Arizona, on behalf of the Maricopa County.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ACCEPTED:

GRANTEE:

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
NO-BUILD EASEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY

[Legal Description and map]

See following pages

June 24, 2026
Project # 052383-01-001

LEGAL DESCRIPTION
NO-BUILD EASEMENT

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE (1) NORTH, RANGE ONE (1) WEST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CITY OF AVONDALE BRASS CAP IN HAND HOLE AT THE INTERSECTION OF WESTERN AVENUE AND DYSART ROAD, BEING THE SOUTHWEST CORNER (SW) OF SECTION 11 FROM WHICH A FOUND CITY OF AVONDALE BRASS CAP IN A HAND HOLE AT THE WEST QUARTER CORNER OF SAID SECTION 11, BEARS NORTH 00 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 2,644.68 FEET;

THENCE ALONG SAID LINE NORTH 01 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 1322.27 FEET TO THE INTERSECTION OF DYSART ROAD AND RILEY DRIVE;

THENCE ALONG SAID CENTERLINE OF RILEY DRIVE SOUTH 89 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 1535.81 FEET;

THENCE DEPARTING SAID LINE SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 302.19 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING;

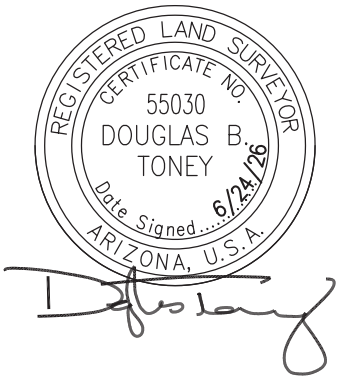
THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST A DISTANCE OF 6.00 FEET;

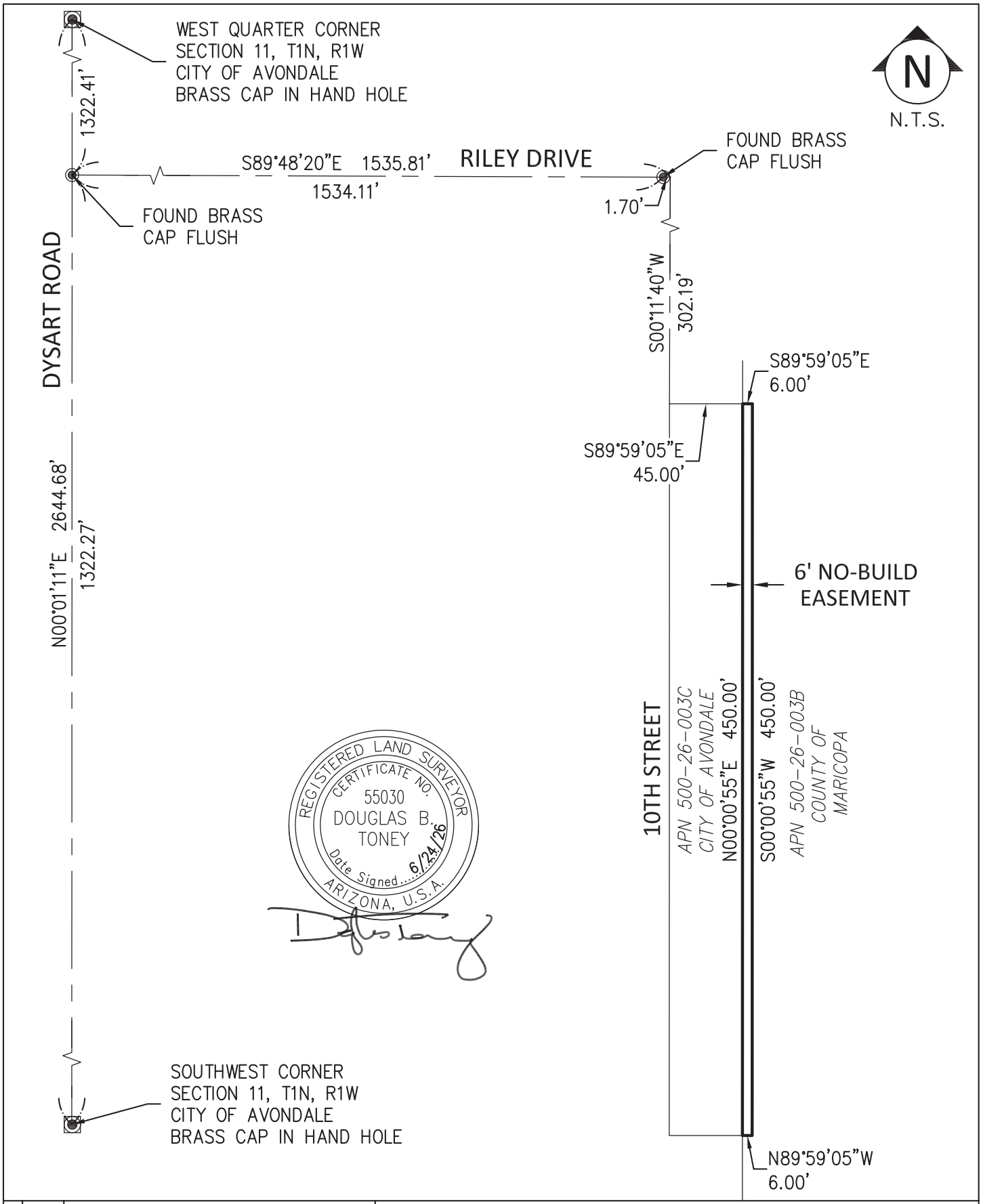
THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST A DISTANCE OF 450.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST A DISTANCE OF 6.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,700 SQ.FT. OR 0.0620 ACRES, MORE OR LESS.





SHEET 1 OF 1

DATE: 6/24/26

EXHIBIT
NO-BUILD EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 052383-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

CITY COUNCIL REPORT

ITEM NUMBER: 4.s.

SUBJECT: Ordinance 2026-0726 - Authorizing the acceptance of an APS Utility Easement for the Bridge Housing Project

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance & Budget

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

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

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

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

PURPOSE:
City Council will consider a request to adopt Ordinance 2026-0726, authorizing the granting of an Utility Easement to Arizona Public Service Company (APS) 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 is constructing six units of Transitional or Bridge Housing at 275 N. Eliseo C. Felix, Jr. Way. Arizona Public Service (APS) has agreed to provide electrical power to the buildings and has requested a utility easement on Parcel 500-26-003C to construct and maintain equipment for that purpose.

DISCUSSION:
The easement would be located on the north side of the Bridge Housing site to allow for the placement of a transformer. The proposed easement consists of an area containing 190 square feet.

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

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance granting a Utility Easement to Arizona Public Service (APS) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: *James Milanese*

ORDINANCE NO. 2026-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY TO PROVIDE ELECTRIC SERVICE TO THE BRIDGE HOUSING PROJECT.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across ± 0.004 acres of real property, generally located south of East Riley Drive and west of North Eliseo C. Felix Jr. Way, as depicted and described in Exhibit B to the easement form attached hereto as Exhibit 1.

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

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2026-0726

[Utility Easement]

See following pages.

SW¼-11-1N-1W
APN 500-26-003C
CCW-26-109
WA953271
BLV/SER

THE CITY OF AVONDALE-APS
UTILITY EASEMENT

THE CITY OF AVONDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, The City of Avondale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Nicholle Harris, City Attorney

By:_____
Assistant Chief Counsel

THE CITY OF AVONDALE, ARIZONA
RON CORBIN, CITY MANAGER

By: _____

Its:
_____

Date: _____

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ____day of _____, 2026 by _____ of _____, on behalf of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal
Notary Public

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2021-1209180 M.C.R.

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Eleven (11), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found City of Avondale Brass Cap in Hand Hole at the intersection of Western Avenue and Dysart Road, being the Southwest Corner (SW) of Section 11 from which a found City of Avondale brass cap in a hand hole at the West quarter corner of said Section 11, bears North 00°01'11" East, a distance of 2,644.68 feet;

THENCE along said line North 01 degrees 00 minutes 11 seconds East, a distance of 1322.27 feet to the intersection of Dysart Road and Riley Drive;

THENCE along said centerline of Riley Drive South 89 degrees 48 minutes 20 seconds East, a distance of 1535.81 feet;

THENCE departing said line South 00 degrees 11 minutes 40 seconds West a distance of 302.19 feet to the **Point of Beginning;**

THENCE South 89 degrees 59 minutes 05 seconds East a distance of 45.00 feet;

THENCE South 00 degrees 00 minutes 55 seconds West a distance of 450.00 feet;

THENCE North 89 degrees 59 minutes 05 seconds West a distance of 45.00 feet;

THENCE North 00 degrees 00 minutes 55 seconds East a distance of 450.00 feet to the **Point of Beginning;**

Said parcel containing 20250 sqft or 0.46 acres more or less

May 18, 2026

LEGAL DESCRIPTION FOR
CITY OF AVONDALE
ARIZONA PUBLIC SERVICE - WA953271
UTILITY EASEMENT

A Utility Easement situated within a portion of that certain City of Avondale parcel as recorded in Document No. 2021-1209180, Records of Maricopa County, Arizona, being situated in the Southwest Quarter of Section 11, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Avondale Brass Cap marking the Southwest corner of said Section 11, from which the West Quarter corner bears North 00°01'11" East, a distance of 2,644.68 feet;

Thence North 00°01'11" East, along the West line of said Southwest Quarter, a distance of 1,322.27 feet to the intersection of Dysart Road and Riley Drive;

Thence South 89°48'20" East, departing said West line and along said centerline of Riley Drive, a distance of 1,535.81 feet;

Thence South 00°11'40" West, departing said centerline, a distance of 302.19 feet to the Northwest corner of said parcel, also being the Point of Beginning;

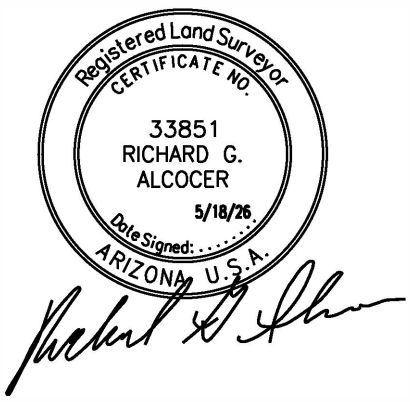
Thence South 89°59'05" East, along the North line of said parcel, a distance of 23.70 feet;

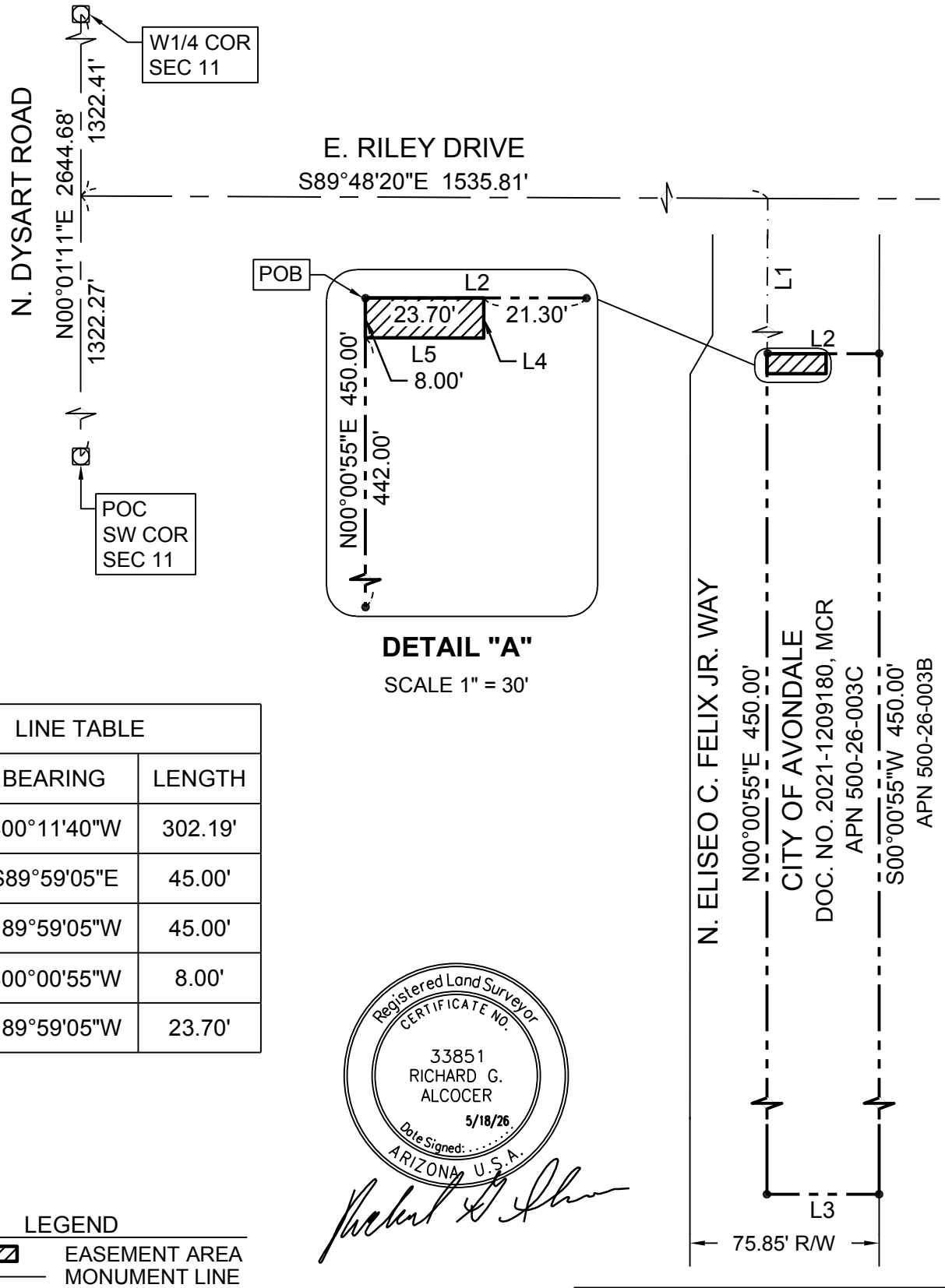
Thence South 00°00'55" West, departing said North line, a distance of 8.00 feet;

Thence North 89°59'05" West, a distance of 23.70 feet to a point on the West line of said parcel, being parallel with and 8 feet South of said North line;

Thence North 00°00'55" East, along said West line, a distance of 8.00 feet to the Point of Beginning.

Contains 190 Square Feet or 0.004 Acres, more or less.





DETAIL "A"

SCALE 1" = 30'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°11'40"W	302.19'
L2	S89°59'05"E	45.00'
L3	N89°59'05"W	45.00'
L4	S00°00'55"W	8.00'
L5	N89°59'05"W	23.70'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
5/18/26
Date Signed:
ARIZONA U.S.A.

LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
•	PROPERTY CORNER
	MONUMENT
APN	ASSESSORS PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

aps

EXHIBIT "B"

JOB # WA953271	DATE: 5/18/2026
SW 1/4 SEC 11 T1N R1W	
SCALE: 1" = 60'	INDEX: CCW-26-109
R/W: B. VILLEGAS	
SURVEY: O. FLORES	
DRAWN BY: N. STEELS	SHEET 2 OF 2

CITY COUNCIL REPORT

ITEM NUMBER: 4.t.

SUBJECT: Ordinance 2027-0726 – Abandonment of 114th Avenue Right-of-Way and Ordinance 2028-0726 - Abandonment of Park Avenue Right-of-Way

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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 Ordinance 2027-0726, authorizing the abandonment of 114th Avenue right-of-way and Ordinance 2028-0726, authorizing the abandonment of Park Avenue right-of-way, both located generally south of Roosevelt Street and east of Avondale Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved the “Final Plat for Avondale City Center Phase 3” on October 7, 2013, which was subsequently recorded in Book of Maps 1163, Page 43, of the Maricopa County Recorder’s Office. The plat created Lots A, B, and C and dedicated 88 feet of public right-of-way for 114th Avenue and Park Avenue. Lot B, identified as Assessor’s Parcel Number 102-57-256A, is bounded by Roosevelt Street to the north, Park Avenue to the east, Dale Earnhardt Drive to the south and 114th Avenue to the west.

Since approval of the plat, The BLVD Garage has been constructed on the southern portion of Lot B. In addition, a bus shelter easement was reserved on the southeast corner of the lot, as approved by City Council on October 20, 2025, and recorded as Document No. 20260301259 in the Maricopa County Recorder’s Office.

DISCUSSION:

The northern portion of Lot B is currently being developed for commercial use. The recorded plat dedicated a 44-foot half-street right-of-way along both 114th Avenue and Park Avenue adjacent to the property.

As part of the development review process, City staff evaluated the existing right-of-way configuration and

determined that the full 44-foot width is not necessary to accommodate existing or planned roadway improvements. Staff concluded that 24 feet of right-of-way along each roadway frontage is sufficient to meet current and future transportation needs. Consequently, the developer has requested the abandonment of 20 feet of excess right-of-way along 114th Avenue and Park Avenue to facilitate the proposed commercial development.

The remaining 24 feet of right-of-way will be formally re-dedicated to the City through a separate plat to ensure consistency with the proposed development and establish the appropriate right-of-way width along the property frontage. Staff has determined the right-of-way is no longer needed and requests that it be abandoned.

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

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the abandonment of 114th Avenue right-of-way and an Ordinance authorizing the abandonment of Park Avenue right-of-way, both located generally south of Roosevelt Street and east of Avondale Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore*

Right-of-Way Abandonment

Avondale

Right-of-Way Abandonment

Not to Scale

Prepared on 6/11/2026 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\AerialExhibit_Workspace

ORDINANCE NO. 2027-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF RIGHT OF WAY RUNNING ALONG 114TH AVENUE GENERALLY LOCATED SOUTH OF NORTH ROOSEVELT STREET AND EAST OF NORTH AVONDALE BOULEVARD, IN AVONDALE, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to dispose of its acquired property as the City's interests may require; and

WHEREAS, the Council of the City of Avondale (the "City Council") approved the Final Plat for Avondale City Center Phase 3 on October 7, 2013, which created Lots A, B, and C, dedicated 88 feet of public right-of-way and was recorded in Book of Maps 1163, Page 43, in the Maricopa County Recorder's Office (the "Recorded Plat"); and

WHEREAS, the Recorded Plat dedicated a 44-foot half street right-of-way along 114th Avenue adjacent to the property identified as Lot B (the "ROW");

WHEREAS, the City Council has determined that a portion of the ROW, approximately ± 0.208 acres, is no longer necessary for public use (the "Abandoned ROW"), and the City Council desires to abandon the Abandoned ROW pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned to the adjacent property.

SECTION 3. The Mayor, the City Manager or authorized designee, 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 Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2027-0726

[Legal Description and Map of Abandoned ROW]

See following pages.

114TH AVE
RIGHT-OF-WAY ABANDONMENT
LEGAL DESCRIPTION

That portion of the dedicated right-of-way in Final Plat "AVONDALE CITY CENTER PHASE 3" recorded in Book 1163 of Maps, Page 43, Official Records of the Maricopa County Recorder, situated in the Southwest quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at a found 3" City of Avondale brass cap in hand hole down 0.5' marking the West quarter corner of said Section 6 from which a found 3" City of Avondale brass cap in hand hole down 0.4' marking the Southwest corner of said Section 6 bears South 00°02'19" East (Basis of Bearings), a distance of 2626.65 feet;

Thence North 88°59'16" East, along the North line of said Southwest quarter, a distance of 520.37 feet;

Thence South 01°00'44" East, a distance of 45.00 feet to the TRUE POINT OF BEGINNING;

Thence North 88°59'16" East, a distance of 20.00 feet;

Thence South 44°28'30" West, a distance of 28.52 feet;

Thence South 00°02'16" East, a distance of 61.72 feet to the beginning of a tangent curve to the right, having a radius of 194.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 34°34'48", a chord bearing of South 17°15'08" West, a chord distance of 115.32 feet, and an arc length of 117.09 feet to the beginning of a tangent curve to the left, having a radius of 106.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 34°34'48", a chord bearing of South 17°15'08" West, a chord distance of 63.01 feet, and an arc length of 63.97 feet;

Thence South 00°02'16" East, a distance of 189.38 feet;

Thence South 89°56'17" West, a distance of 20.00 feet;

Thence North 00°02'16" West, a distance of 189.39 feet to the beginning of a tangent curve to the right, having a radius of 126.00 feet;

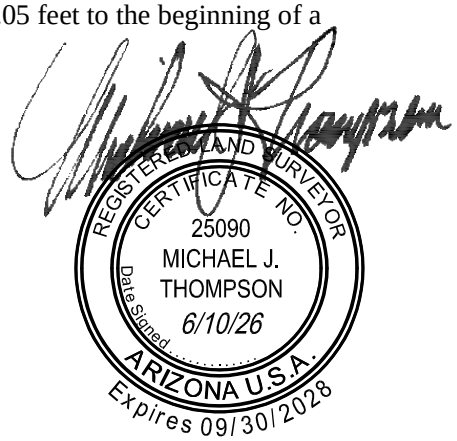
Thence Northeasterly along the arc of said curve, through a central angle of 34°34'48", a chord bearing of North 17°15'08" East, a chord distance of 74.90 feet, and an arc length of 76.05 feet to the beginning of a tangent curve to the left, having a radius of 174.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 34°34'48", a chord bearing of North 17°15'08" East, a chord distance of 103.43 feet, and an arc length of 105.02 feet;

Thence North 00°02'16" West, a distance of 61.38 feet;

Thence North 44°28'30" East, a distance of 28.52 feet to the TRUE POINT OF BEGINNING.

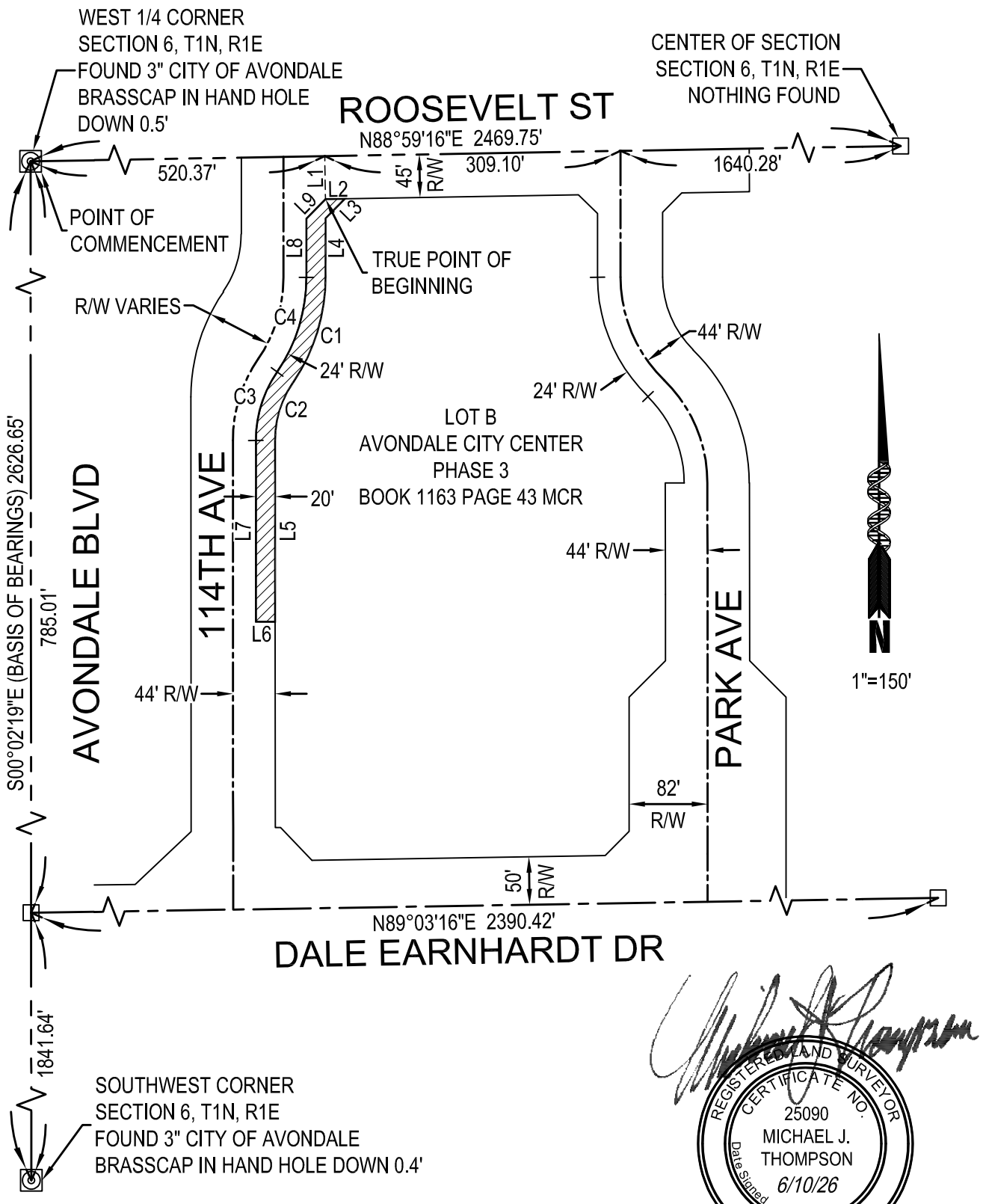
Containing 9,040 square feet, or 0.208 acres of land, more or less.



Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
ph 602-788-2616, www.hxeng.com

DRAWN BY: JSB
DATE: JUNE 10, 2026
JOB. NO.: 921
CHECKED BY: MJT

SHEET NAME
114th AVE
RIGHT-OF-WAY ABANDONMENT
LEGAL DESCRIPTION

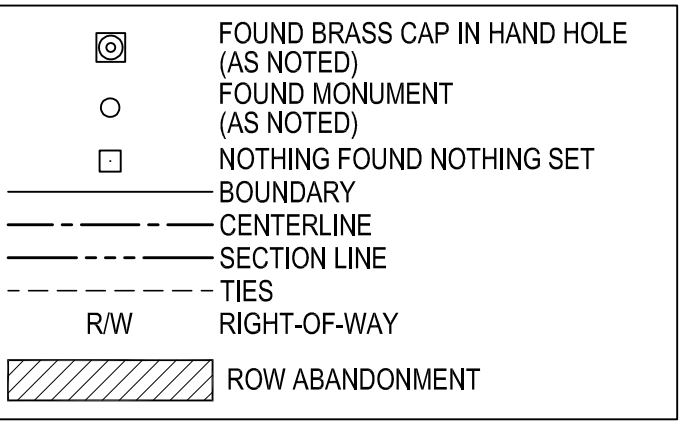


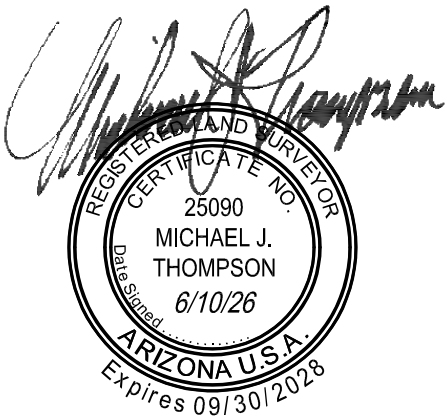
Helix Engineering, LLC Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 ph 602-788-2616, www.hxeng.com	DRAWN BY: JSB DATE: JUNE 10, 2026 JOB. NO.: 921 CHECKED BY: MJT	SHEET NAME 114TH AVE RIGHT-OF-WAY ABANDONMENT GRAPHIC DEPICTION	SHEET NO. 2 OF 3

ARC TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	Δ=34°34'48"	194.00'	117.09'	S17°15'08"W	115.32
C2	Δ=34°34'48"	106.00'	63.97'	S17°15'08"W	63.01'
C3	Δ=34°34'48"	126.00'	76.05'	N17°15'08"E	74.90'
C4	Δ=34°34'48"	174.00'	105.02'	N17°15'08"E	103.43'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S01°00'44"E	45.00'
L2	N88°59'16"E	20.00'
L3	S44°28'30"W	28.52'
L4	S00°02'16"E	61.72'
L5	S00°02'16"E	189.38'
L6	S89°56'17"W	20.00'
L7	N00°02'16"W	189.39'
L8	N00°02'16"W	61.38'
L9	N44°28'30"E	28.52'

LEGEND





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DRAWN BY: JSB
DATE: JUNE 10, 2026
JOB. NO.: 921
CHECKED BY: MJT

SHEET NAME
114TH AVE
RIGHT-OF-WAY ABANDONMENT
LINE TABLE & LEGEND

SHEET NO.
3 OF 3

ORDINANCE NO. 2028-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF RIGHT OF WAY RUNNING ALONG PARK AVENUE GENERALLY LOCATED SOUTH OF NORTH ROOSEVELT STREET AND EAST OF NORTH AVONDALE BOULEVARD, IN AVONDALE, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to dispose of its acquired property as the City's interests may require; and

WHEREAS, the Council of the City of Avondale (the "City Council") approved the Final Plat for Avondale City Center Phase 3 on October 7, 2013, which created Lots A, B, and C, dedicated 88 feet of public right-of-way and which was recorded in Book of Maps 1163, Page 43, of the Maricopa County Recorder's Office (the "Recorded Plat"); and

WHEREAS, the Recorded Plat dedicated a 44-foot half street right-of-way along Park Avenue adjacent to the property identified as Lot B (the "ROW");

WHEREAS, the City Council has determined a portion of the ROW, approximately ± 0.150 acres, is no longer necessary for public use (the "Abandoned ROW"), and the City Council desires to abandon the Abandoned ROW pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned to the adjacent property.

SECTION 3. The Mayor, the City Manager or authorized designee, 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 Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2028-0726

[Legal Description and Map of Abandoned ROW]

See following pages.

PARK AVE
RIGHT-OF-WAY ABANDONMENT
LEGAL DESCRIPTION

That portion of the dedicated right-of-way in Final Plat "AVONDALE CITY CENTER PHASE 3" recorded in Book 1163 of Maps, Page 43, Official Records of the Maricopa County Recorder, situated in the Southwest quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at a found 3" City of Avondale brass cap in hand hole down 0.5' marking the West quarter corner of said Section 6 from which a found 3" City of Avondale brass cap in hand hole down 0.4' marking the Southwest corner of said Section 6 bears South 00°02'19" East (Basis of Bearings), a distance of 2626.65 feet;

Thence North 88°59'16" East, along the North line of said Southwest quarter, a distance of 764.69 feet;

Thence South 01°00'44" East, a distance of 45.00 feet to the TRUE POINT OF BEGINNING;

Thence North 88°59'16" East, a distance of 20.00 feet;

Thence South 45°31'26" East, a distance of 28.04 feet;

Thence South 00°02'08" East, a distance of 66.54 feet to the beginning of a tangent curve to the left, having a radius of 174.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 45°45'37", a chord bearing of South 22°54'57" East, a chord distance of 135.30 feet, and an arc length of 138.97 feet to the beginning of a tangent curve to the right, having a radius of 126.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 45'45°37", a chord bearing of South 22°54'57" East, a chord distance of 97.98 feet, and an arc length of 100.63 feet;

Thence South 89°57'52" West, a distance of 20.00 feet to the beginning of a non-tangent curve to the left, having a radius of 106.00 feet;

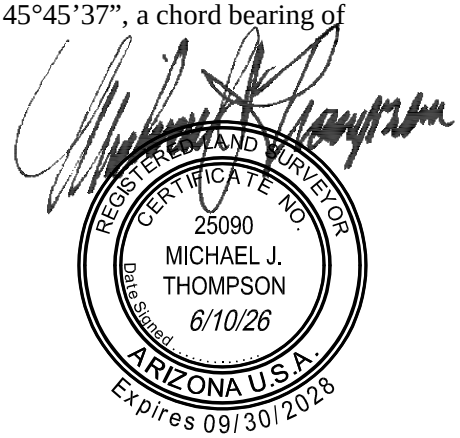
Thence Northwesterly along the arc of said curve, through a central angle of 45°45'37", a chord bearing of North 22°54'57" West, a chord distance of 82.43 feet, and an arc length of 84.66 feet to the beginning of a tangent curve to the right, having a radius of 194.00 feet,

Thence Northwesterly along the arc of said curve, through a central angle of 45°45'37", a chord bearing of North 22°54'57" West, a chord distance of 150.86 feet, and an arc length of 154.94 feet;

Thence North 00°02'08" West, a distance of 66.20 feet;

Thence North 45°31'26" West, a distance of 28.04 feet to the TRUE POINT OF BEGINNING.

Containing 6,519 square feet, or 0.150 acres of land, more or less.



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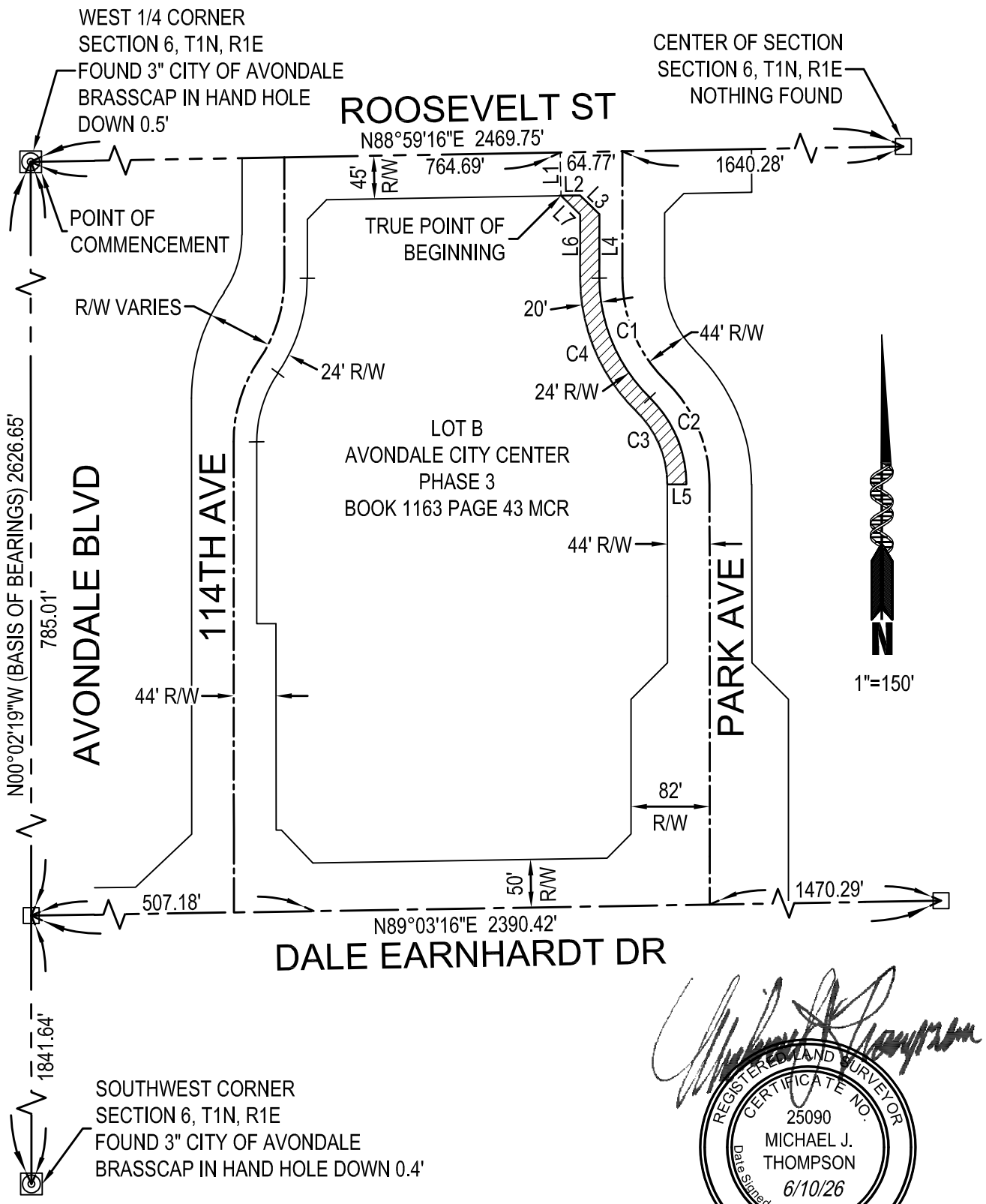
ph 602-788-2616, www.hxeng.com

DRAWN BY: JSB	SHEET NAME	SHEET NO.
DATE: JUNE 10, 2026	PARK AVE RIGHT-OF-WAY ABANDONMENT LEGAL DESCRIPTION	1 OF 3
JOB. NO.: 921		
CHECKED BY: MJT		



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25090
MICHAEL J.
THOMPSON
Date Signed 6/10/26
ARIZONA U.S.A.
Expires 09/30/2028

Helix Engineering, LLC Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 ph 602-788-2616, www.hxeng.com	DRAWN BY: JSB DATE: JUNE 10, 2026 JOB. NO.: 921 CHECKED BY: MJT	SHEET NAME PARK AVE RIGHT-OF-WAY ABANDONMENT GRAPHIC DEPICTION	SHEET NO. 2 OF 3

ARC TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	Δ=45°45'37"	174.00'	138.97'	S22°54'57"E	135.30'
C2	Δ=45°45'37"	126.00'	100.63'	S22°54'56"E	97.98'
C3	Δ=45°45'37"	106.00'	84.66'	N22°54'57"W	82.43'
C4	Δ=45°45'37"	194.00'	154.94'	N22°54'57"W	150.86'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S01°00'44"E	45.00'
L2	N88°59'16"E	20.00'
L3	S45°31'26"E	28.04'
L4	S00°02'08"E	66.54'
L5	S89°57'52"W	20.00'
L6	N00°02'08"W	66.20'
L7	N45°31'26"W	28.04'

LEGEND

- FOUND BRASS CAP IN HAND HOLE (AS NOTED)
- FOUND MONUMENT (AS NOTED)
- NOTHING FOUND NOTHING SET
- BOUNDARY
- CENTERLINE
- SECTION LINE
- TIES
- R/W RIGHT-OF-WAY
- ROW ABANDONMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25090
MICHAEL J.
THOMPSON
Date Signed 6/10/26
ARIZONA U.S.A.
Expires 09/30/2028

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DRAWN BY: JSB
DATE: JUNE 10, 2026
JOB. NO.: 921
CHECKED BY: MJT

SHEET NAME
PARK AVE
RIGHT-OF-WAY ABANDONMENT
LINE TABLE & LEGEND

CITY COUNCIL REPORT

ITEM NUMBER: 4.u.

SUBJECT: Ordinance 2029-0726 - Accepting a Trail Easement from Roosevelt Park Unit 1 Community Association

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance & Budget

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **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 Ordinance 2029-0726, authorizing the acceptance of a Trail Easement from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for the construction and maintenance of a multiuse trail and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Project P0383 - Trails in the BLVD Area identified a critical gap in the trail system between the BLVD area and the Civic Center Campus. The proposed trail would provide a 10 foot wide concrete path with landscaping and lighting around the Aquatic Center parcel and then travel south via a decomposed granite (DG) trail along the property directly north to Van Buren. Staff approached Roosevelt Park Unit 1 Community Association to see if the association would be willing to provide a Trail Easement to allow for trail connections.

DISCUSSION:

The proposed easement will allow for a sidewalk connection along Van Buren at the 111th Avenue alignment, a sidewalk connection along Roosevelt Parkway, again at the 111th Avenue alignment, and additional space for the construction and maintenance of the multiuse trail.

The proposed easement consists of an area containing approximately 28,000 square feet.

BUDGET IMPACT:

Roosevelt Park Unit 1 Community Association has agreed to grant the City a trail easement agreement at no

cost. The easement consists of an area containing 28,000 square feet.

RECOMMENDATION:
Staff recommends City Council adopt an ordinance authorizing the acceptance of a Trail Easement from the Roosevelt Park Unit 1 Community Association and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution:

ORDINANCE NO. 2029-0726

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THREE TRAIL EASEMENTS FROM ROOSEVELT PARK UNIT 1 COMMUNITY ASSOCIATION, GENERALLY LOCATED EAST OF AVONDALE BOULEVARD AND SOUTH OF VAN BUREN ROAD FOR PUBLIC USE.

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

SECTION 1. A trail easement over, across and under ± 0.22 acres of real property generally located east of Avondale Boulevard and south of Van Buren Road, in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 101-01-960, as more particularly described and depicted in Exhibit A as part of Exhibit 1 of the Trail Easement Agreement, attached here to as Exhibit A, and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for public use.

SECTION 2. A trail easement over, across and under ± 0.16 acres of real property generally located east of Avondale Boulevard and south of Van Buren Road, in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 101-01-957, as more particularly described and depicted in Exhibit B as part of Exhibit 1 of the Trail Easement Agreement, attached here to as Exhibit A, and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for public use.

SECTION 3. A trail easement over, across and under ± 0.27 acres of real property generally located east of Avondale Boulevard and south of Van Buren Road, in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 101-01-953, as more particularly described and depicted in Exhibit C as part of Exhibit 1 of the Trail Easement Agreement, attached here to as Exhibit A, and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for public use.

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

[SIGNATURES ON FOLLOWING PAGE]

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

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2029-0726

[Trail Easement Agreement]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

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

TRAIL EASEMENT AGREEMENT

GRANTOR: Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation (the "Owner")

GRANTEE: City of Avondale, an Arizona municipal corporation (the "City")

THIS TRAIL EASEMENT AGREEMENT (this "Agreement") is entered into as of June 1, 2026, by and between the Grantor and Grantee for the purposes set forth below.

RECITALS

A. Grantor represents that it is the record owner of the real property subject to this Agreement and generally located east of Avondale Boulevard and south of Van Buren Road (the "Property"), assigned Assessor's Parcel Numbers 101-01-960, 101-01-953 and 101-01-957.

B. Grantor and Grantee desire to enter into this Agreement for Grantor to grant to the City a continuous and perpetual easement over the Property (the "Easement") at the locations depicted and described in Exhibit 1 (the "Easement Area") for purposes of installing, operating, inspecting, maintaining, repairing, replacing, or removing a public multi-purpose trail and related facilities (the "Trail") as is more particularly described herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, this Easement over the Easement Area on the following terms and conditions:

1. Grant of Easement. Grantor hereby grants, sells and conveys to the City, its successors and assigns, forever, the continuous and perpetual easement through, over, under, upon, in, across and along the Easement Area for the benefit of the City, its successors, assigns, heirs, executors or personal representatives, tenants, lessees, guests, invitees, or the guests or invitees of the tenants, for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing the Trail in the Easement Area.

2. Purpose. The purpose of the Easement hereby conveyed is for the installation, operation, inspection, maintenance, repair, replacement, or removal of the Trail.

3. Access. Grantee shall be permitted reasonable access to the area of the Property that is directly adjacent to the Easement Area to install, operate, maintain, inspect, repair, replace or remove the Trail. Grantee shall provide Grantor at least forty-eight (48) hours' prior written notice of entry upon portions of the Property outside the Easement Area, except in an emergency endangering public safety, and shall promptly restore the Property to its prior condition, reasonable wear and tear expected.

4. Maintenance of the Easement. Grantor shall not maintain or develop the Property in a manner that impairs the ability or capacity of the City to fully utilize the Easement Area.

4.1 Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior written consent of the City.

4.2 The City shall have the right but not the obligation to trim, cut or remove or caused to be trimmed, cut or removed, brush or other vegetation on the Easement Area that obstruct or hinder access to the Easement Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

4.3 The City may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to the use and enjoyment of the Trail, including, without limitation, ramps, signs, connections to existing sidewalks, shrubs, plants, trees, safety railings, and road markings.

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

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

7. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

8. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Property for trail purposes. Any oral representations or

modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

9. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

10. Indemnity. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Grantor, its officers, directors, members, and managing agent from and against any and all claims arising out of or related to the design, construction, installation, operation, inspection, maintenance, repair, replacement, removal, or public use of the Trail or Easement Area, except to the extent caused by the negligence, gross negligence or willful misconduct of Grantor.

11. Insurance. Throughout the term of this Agreement, the City shall maintain, at its sole cost, commercial general liability insurance of not less than $2,000,000 per occurrence and $4,000,000 aggregate, workers' compensation as required by law, and automobile liability insurance of not less than $1,000,000. All policies shall name Grantor and its managing agent as additional insureds on a primary and non-contributory basis, with annually renewed certificates and thirty (3 0) days' prior written notice of cancellation.

12. Termination. If the Trail is not constructed within three (3) years after the date of this Agreement, or is closed to the public for eighteen (18) consecutive months, this Easement shall terminate thirty (30) days after Grantor's written notice to Grantee, unless Grantee objects to the termination and provides a schedule for the construction or use of the Easement. Grantor shall evaluate and approve or deny such schedule in its reasonable discretion.

[SIGNATURES ARE ON THE FOLLOWING PAGES.]

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

"Grantor"

Roosevelt Park Unit 1 Community Association,
An Arizona non-profit corporation

By: Alex Mada
Its: President

CORPORATION ACKNOWLEDGMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on 6/1/2026 by Alex Mada, President of Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

(Affix notary seal here)

KELVIN M JOHNSON
Notary Public - Arizona
Maricopa County
Commission # 664380
My Comm. Expires Apr 20, 2028

"**Grantee**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2026, before me personally appeared Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
TRAIL EASEMENT AGREEMENT

[Easement Area]

See following pages.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of Section Seven (7), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in Hand Hole on Van Buren Street at the North Quarter Corner of Section 7 from which a found brass cap in a hand hole at the Northeast Corner of said Section 7, at the intersection of Van Buren Street and 107th Avenue, bears South 89°05'14" East, a distance of 2,613.58 feet;

THENCE departing said line South 00 degrees 23 minutes 56 seconds East, a distance of 65.00 feet to the **Point of Beginning;**

THENCE South 89 degrees 05 minutes 14 seconds East a distance of 145.01 feet;

THENCE South 00 degrees 16 minutes 45 seconds East a distance of 25.00 feet;

THENCE North 89 degrees 05 minutes 14 seconds West a distance of 135.00 feet;

THENCE South 00 degrees 16 minutes 55 seconds East a distance of 544.27 feet;

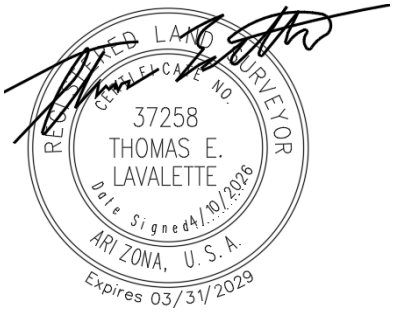
THENCE North 89 degrees 43 minutes 05 seconds East a distance of 15.00 feet;

THENCE South 00 degrees 15 minutes 07 seconds East a distance of 15.00 feet;

THENCE South 89 degrees 43 minutes 05 seconds West a distance of 25.00 feet;

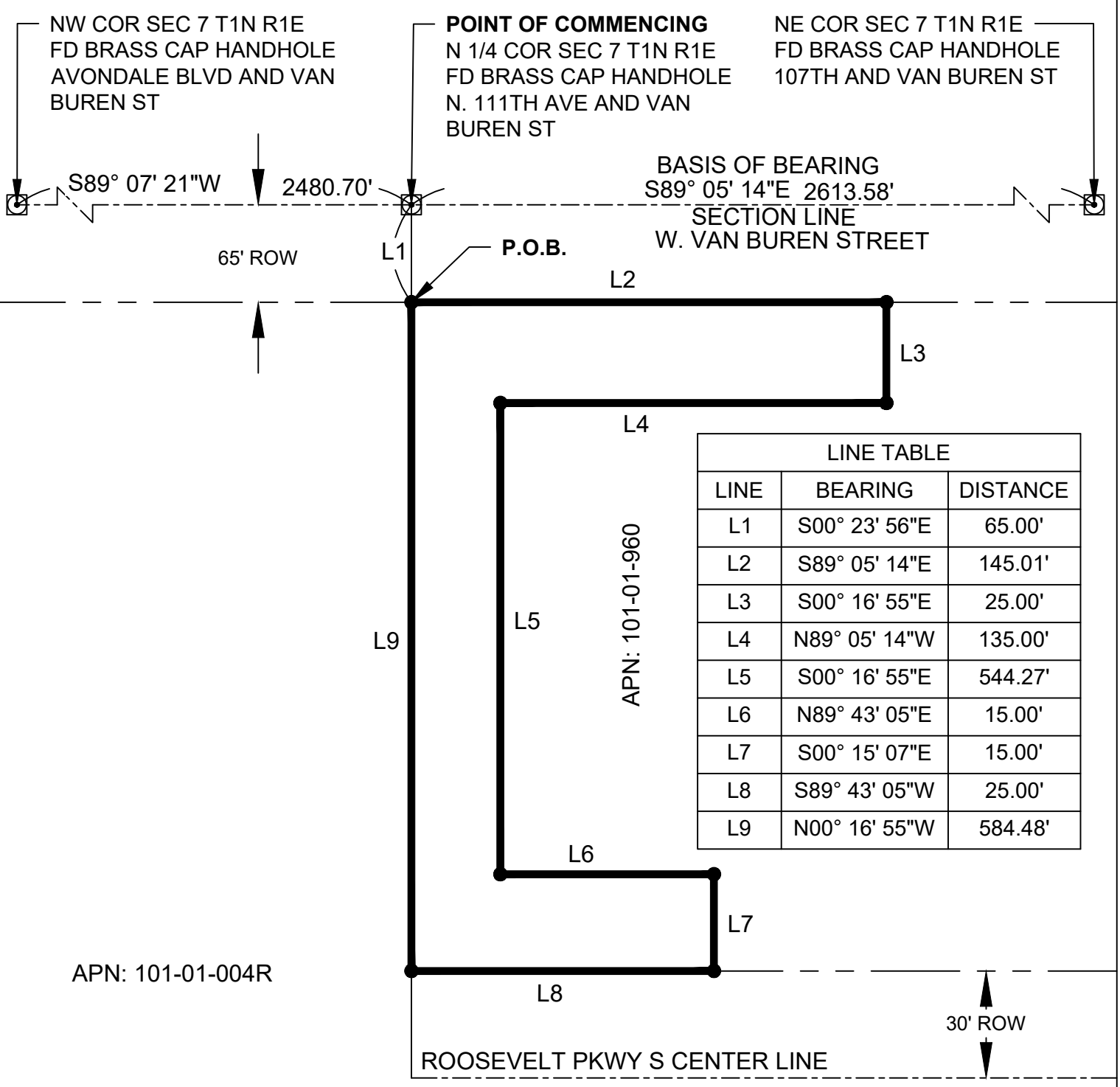
THENCE North 00 degrees 16 minutes 55 seconds West a distance of 584.48 feet to the **Point of Beginning**;

Containing 9,447.56 sqft or 0.22 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00° 23' 56"E	65.00'
L2	S89° 05' 14"E	145.01'
L3	S00° 16' 55"E	25.00'
L4	N89° 05' 14"W	135.00'
L5	S00° 16' 55"E	544.27'
L6	N89° 43' 05"E	15.00'
L7	S00° 15' 07"E	15.00'
L8	S89° 43' 05"W	25.00'
L9	N00° 16' 55"W	584.48'

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 4/10/2026
ARIZONA, U.S.A.
Expires 03/31/2029

ENGINEERING ALLIANCE
INC

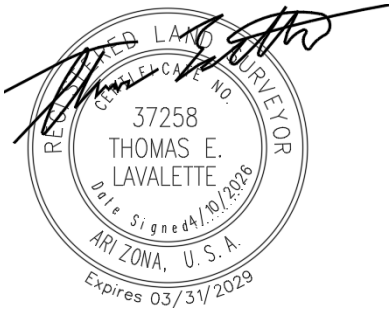
PROJECT: 2025-M-308	
DATE: 4-10-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: APN: 101-01-960 TRAIL EASEMENT "A"	
SHEET NO: 1 OF 1	

From Pt	Bearing	Distance	To Point	Delta North	Delta East	Delta Elev
9	S 89°05'14"E	2613.580	26	-41.6351	2613.2483	
9	S 00°23'56"E	65.000	20	-64.9984	0.4525	

Easement A

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
20		S 89°05'14"E	145.010	27	891330.3584	583713.2744
27	91°11'41"	S 00°16'55"E	25.000	28	891305.3587	583713.3974
28	88°48'19"	N 89°05'14"W	135.000	29	891307.5093	583578.4145
29	271°11'41"	S 00°16'55"E	544.272	30	890763.2439	583581.0928
30	270°00'00"	N 89°43'05"E	15.000	12	890763.3177	583596.0926
12	89°58'12"	S 00°15'07"E	15.000	13	890748.3178	583596.1586
13	90°01'48"	S 89°43'05"W	25.000	14	890748.1948	583571.1589
14	90°00'00"	N 00°16'55"W	584.481	20	891332.6687	583568.2827

Perimeter: 1488.763 Cumulative Perimeter: 1488.763



Approx: Sq. Feet: 9447.5606 Acres: 0.2169

Approx: Total - Sq. Feet: 9447.5606 Acres: 0.2169

Correct Ending Coordinates, North: 891332.6684 East: 583568.2828

Ending Coordinates, North: 891332.6687 East: 583568.2827

Error, N: 0.000 E: -0.000 Total: 0.000 Brg: S 06°11'46"E

Distance Traversed: 1488.763 Closure: 5101080

EXHIBIT "B"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northwest Quarter (NW 1/4) of Section Seven (7), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in Hand Hole on Van Buren Street at the North Quarter Corner of Section 7 from which a found brass cap in a hand hole at the Northwest Corner of said Section 7, at the intersection of Van Buren Street and Avondale Boulevard, bears South 89°07'21" West, a distance of 2,480.70 feet;

THENCE, South 89 degrees 07 minutes 21 seconds West, a distance of 7.24 feet to a point on the centerline of Van Buren Street;

THENCE departing said line South 00 degrees 52 minutes 39 seconds East, a distance of 709.43 feet to the **Point of Beginning;**

THENCE North 89 degrees 43 minutes 05 seconds East a distance of 25.00 feet;

THENCE South 00 degrees 16 minutes 55 seconds East a distance of 15.00 feet;

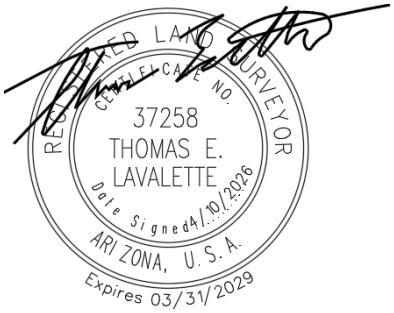
THENCE South 89 degrees 43 minutes 05 seconds West a distance of 15.00 feet;

THENCE South 00 degrees 16 minutes 55 seconds East a distance of 646.50 feet;

THENCE North 85 degrees 07 minutes 32 seconds West a distance of 10.04 feet;

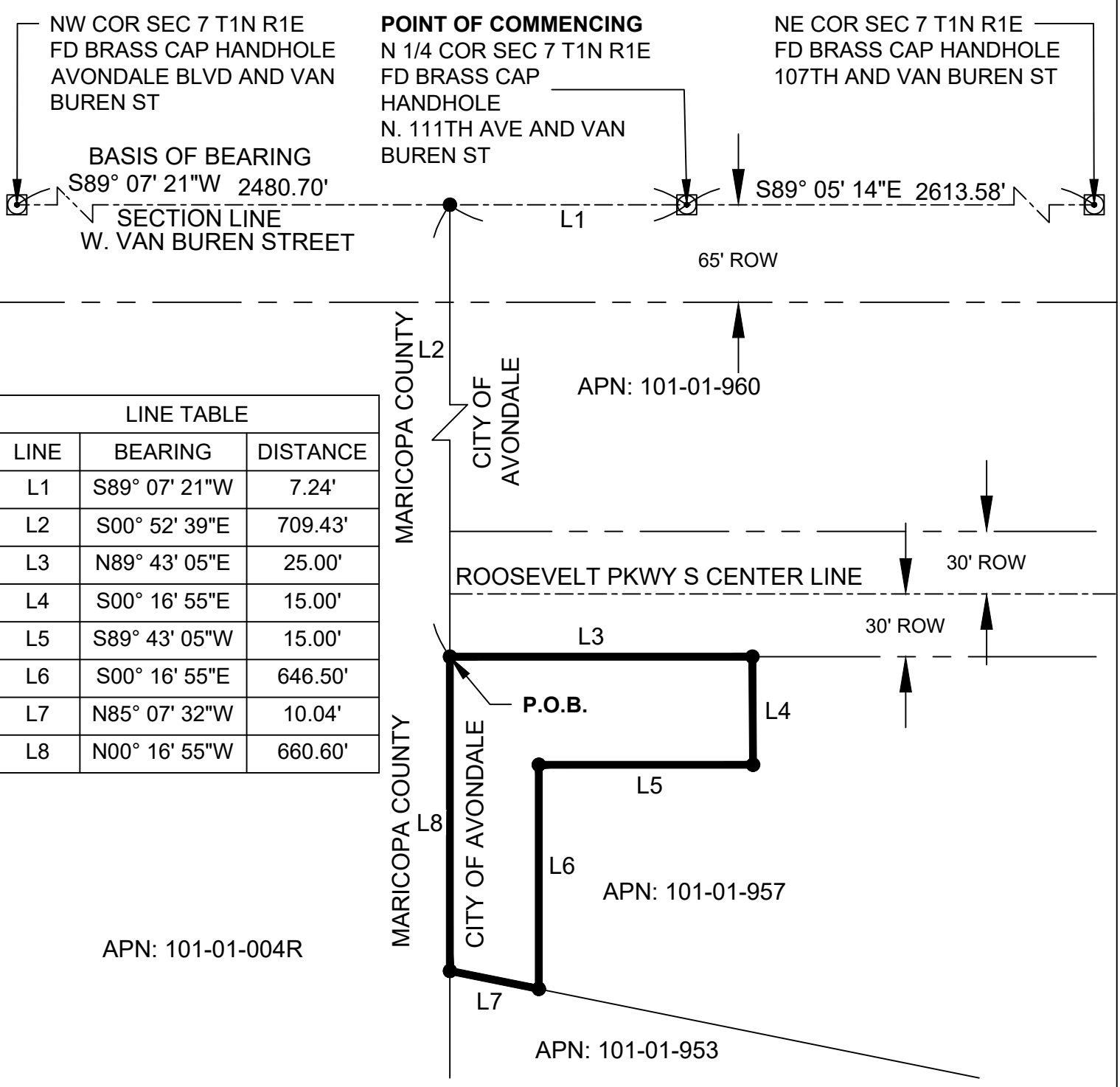
THENCE North 00 degrees 16 minutes 55 seconds West a distance of 660.60 feet to the **Point of Beginning**;

Containing 6,835.73 sqft or 0.16 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 07' 21"W	7.24'
L2	S00° 52' 39"E	709.43'
L3	N89° 43' 05"E	25.00'
L4	S00° 16' 55"E	15.00'
L5	S89° 43' 05"W	15.00'
L6	S00° 16' 55"E	646.50'
L7	N85° 07' 32"W	10.04'
L8	N00° 16' 55"W	660.60'

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 4/10/2026
ARIZONA, U.S.A.
Expires 03/31/2029

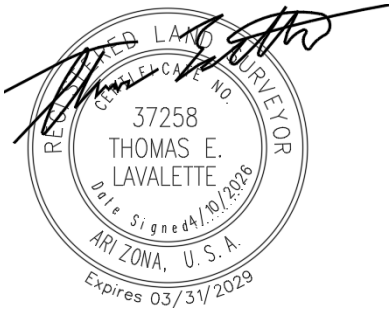
ENGINEERING ALLIANCE
INC

PROJECT: 2025-M-308	
DATE: 4-10-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: APN: 101-01-957 TRAIL EASEMENT "B"	
SHEET NO: 1 OF 1	

From Pt	Bearing	Distance	To Point	Delta North	Delta East	Delta Elev
9	S 89°07'21"W	2480.700	2	-37.9911	-2480.4091	
9	S 89°07'21"W	7.240	15	-0.1109	-7.2392	
15	S 00°52'39"E	709.430	16	-709.3468	10.8647	

Easement B

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
16		N 89°43'05"E	25.000	17	890688.3322	583596.4555
17	90°00'00"	S 00°16'55"E	15.000	18	890673.3324	583596.5293
18	90°00'00"	S 89°43'05"W	15.000	31	890673.2586	583581.5295
31	270°00'00"	S 00°16'55"E	646.500	32	890026.7664	583584.7108
32	84°50'37"	N 85°07'32"W	10.041	33	890027.6196	583574.7061
33	95°09'23"	N 00°16'55"W	660.598	16	890688.2096	583571.4554
16	90°00'00"					



Perimeter: 1372.139 Cumulative Perimeter: 1372.139

Approx: Sq. Feet: 6835.7292 Acres: 0.1569

Approx: Total - Sq. Feet: 6835.7292 Acres: 0.1569

Correct Ending Coordinates, North: 890688.2092 East: 583571.4558

Ending Coordinates, North: 890688.2096 East: 583571.4554

Error, N: 0.000 E: -0.000 Total: 0.001 Brg: S 40°36'03"E

Distance Traversed: 1372.139 Closure: 2432179

EXHIBIT "C"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the West Half (W 1/2) of Section Seven (7), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in Hand Hole on Van Buren Street at the North Quarter Corner of Section 7 from which a found brass cap in a hand hole at the Northwest Corner of said Section 7, at the intersection of Van Buren Street and Avondale Boulevard, bears South 89°07'21" West, a distance of 2,480.70 feet;

THENCE, South 89 degrees 07 minutes 21 seconds West, a distance of 14.11 feet to a point on the centerline of Van Buren Street;

THENCE departing said line South 00 degrees 52 minutes 39 seconds East, a distance of 1,369.99 feet to the **Point of Beginning;**

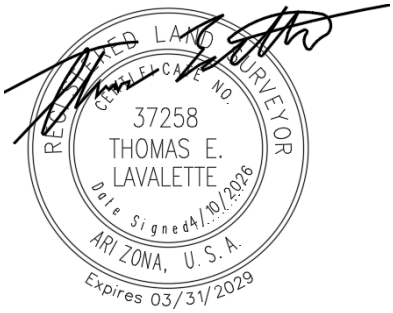
THENCE North 85 degrees 07 minutes 32 seconds East a distance of 10.04 feet;

THENCE South 00 degrees 16 minutes 55 seconds East a distance of 1,171.14 feet;

THENCE South 86 degrees 57 minutes 09 seconds West a distance of 10.01 feet;

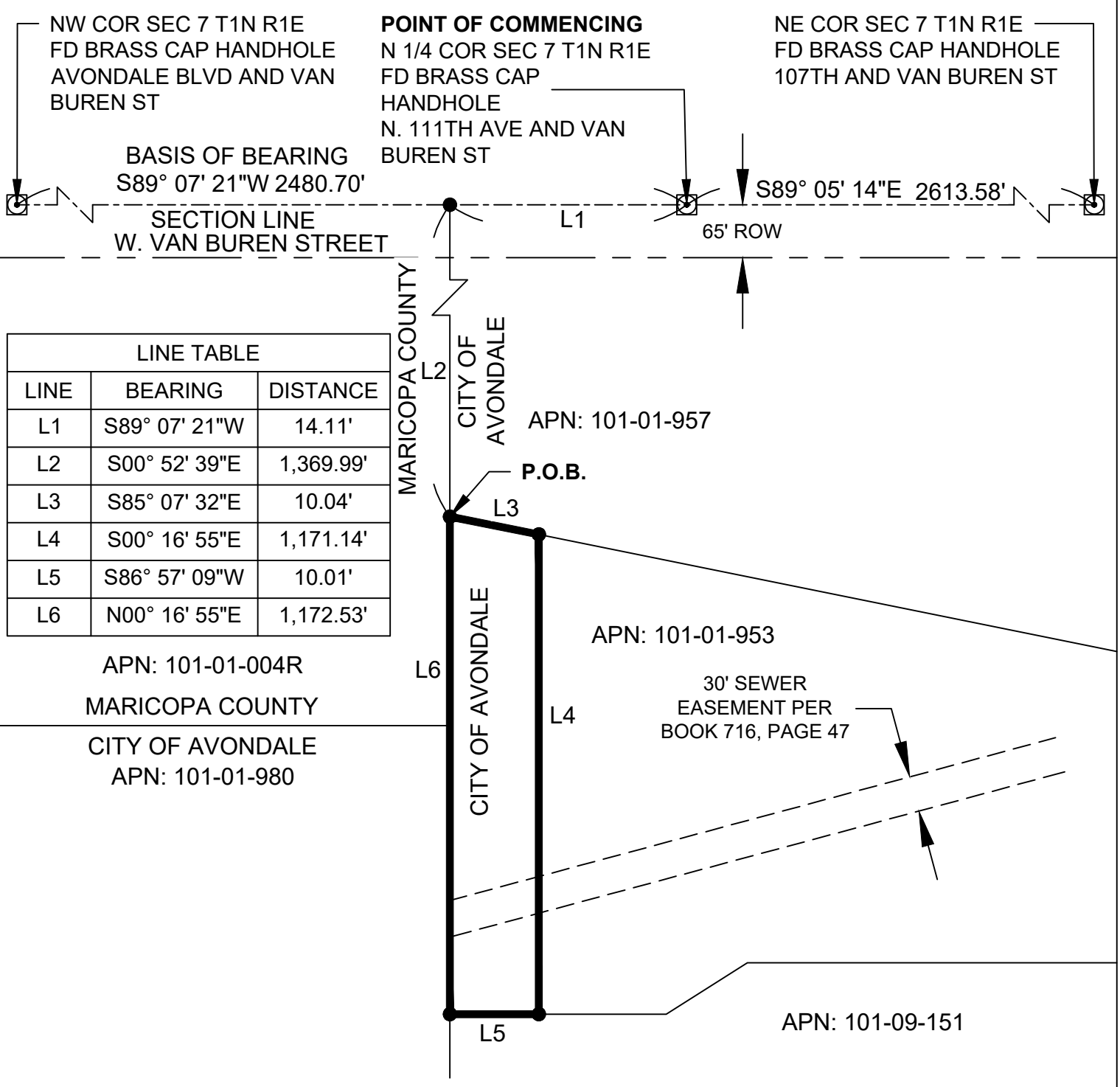
THENCE North 00 degrees 16 minutes 55 seconds West a distance of 1,172.53 feet to the **Point of Beginning**;

Containing 11,718.73 sqft or 0.27 acres more or less



Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com

EXHIBIT "C"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 07' 21"W	14.11'
L2	S00° 52' 39"E	1,369.99'
L3	S85° 07' 32"E	10.04'
L4	S00° 16' 55"E	1,171.14'
L5	S86° 57' 09"W	10.01'
L6	N00° 16' 55"E	1,172.53'

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 4/10/2026
ARIZONA, U.S.A.
Expires 03/31/2029

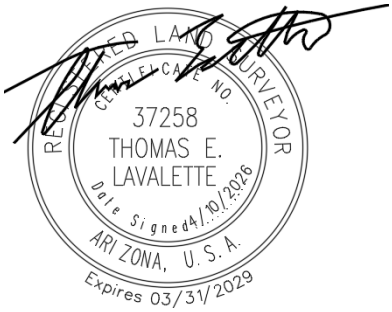
ENGINEERING ALLIANCE
INC

PROJECT: 2025-M-308	
DATE: 3-10-2026	CHKD BY: TL
DRN BY: BL	SCALE:N.T.S.
TITLE: APN: 101-01-953 TRAIL EASEMENT "C"	
SHEET NO: 1 OF 1	

From Pt	Bearing	Distance	To Point	Delta North	Delta East	Delta Elev
9	S 89°07'21"W	2480.700	2	-37.9911	-2480.4091	
9	S 89°07'21"W	14.108	34	-0.2161	-14.1064	
34	S 00°52'39"E	1369.992	33	-1369.8312	20.9826	

Easement C

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
33		S 85°07'32"E	10.041	32	890026.7664	583584.7112
32	95°09'23"	S 00°16'55"E	1171.140	35	888855.6405	583590.4742
35	92°45'56"	S 86°57'09"W	10.012	36	888855.1083	583580.4763
36	87°14'04"	N 00°16'55"W	1172.525	33	890027.6191	583574.7065
33	84°50'37"					



Perimeter: 2363.718 Cumulative Perimeter: 2363.718

Approx: Sq. Feet: 11718.7251 Acres: 0.2690

Approx: Total - Sq. Feet: 11718.7251 Acres: 0.2690

Correct Ending Coordinates, North: 890027.6196 East: 583574.7065

Ending Coordinates, North: 890027.6191 East: 583574.7065

Error, N: -0.001 E: 0.000 Total: 0.001 Brg: N 03°13'10"W

Distance Traversed: 2363.718 Closure: 4700199

W VAN BUREN ST
N AVONDALE BLVD
S AVONDALE BLVD
W COLDWATER SPRINGS BLVD
W Jefferson St
W Madison St
W Harrison St
W Woodland Ave
W ROOSEVELT PKWY S
W Adams St
S 114Th Ave
W Civic Center Dr
N 110Th Dr
N 110Th Ave
S 110Th Dr
S 110Th Ave
AVONDALE CIVIC CENTER MCR: 5942-5
CITY OF AVONDALE AQUATICS CENTER MCR: 1871-41
101-01-004R
101-01-009
101-01-010
101-01-011
101-01-012
101-01-013
101-01-014
101-01-015
101-01-016
101-01-018
101-01-808
101-01-950
101-01-957
101-01-960
101-01-764
101-01-766
101-01-953
Small concrete ramp in Right of Way
DG Path
Roosevelt Park Unit 1 HOA
Civic Center Park and Library
Aquatic Center
Concrete Path

CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: Resolution 1057-0726 - Adoption of 2025 Transportation Master Plan Update

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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 1057-0726, adopting the City of Avondale 2025 Transportation Master Plan Update as a long-range policy guide for transportation planning 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 periodically updates its long-range Transportation Plan to ensure that the City's multimodal transportation network keeps pace with changing land use patterns, population and employment growth, and evolving mobility needs. The previous Transportation Plan was adopted in 2017. Since that time, Avondale has experienced significant growth, implemented various capital improvement projects, and adopted updated policy direction through the General Plan 2030, which emphasizes the creation of a healthy and sustainable community supported by a connected, multimodal transportation system.

The City partnered with Wilson & Company to prepare the 2025 Transportation Master Plan Update (TMP). This effort evaluated existing transportation conditions, assessed the performance of the roadway, transit, bicycle, and intelligent transportation systems (ITS) networks, and incorporated updated economic projections developed by the Maricopa Association of Governments (MAG). These projections reflect substantial growth—approximately 50% increase in population, 55% increase in housing, and 70% increase in employment by 2050—which will impact the City's future mobility needs. The Plan Update was developed in coordination with City staff and informed by public input gathered through a three-month digital survey in 2025.

DISCUSSION:

The TMP provides a long-range, multimodal planning framework to guide transportation policy, project

prioritization, and coordination through 2050. It evaluates existing conditions, forecasts future travel demand, and recommends improvements across the roadway, transit, bicycle, pedestrian, and intelligent transportation system (ITS) networks.

The TMP assessed the City's roadway system using MAG's activity-based travel demand model to estimate 2030 and 2050 traffic volumes. While the existing network generally accommodates current demand, several roadway segments are projected to experience congestion without targeted improvements. As a result, the TMP identifies phased improvements—near-term (through 2030) and long-term (through 2050)—including roadway widenings, new connections, bridge improvements, and intersection upgrades to maintain acceptable levels of service as the City continues to grow. Priority projects include widening Lower Buckeye Road, Southern Avenue, Dysart Road, and 99th Avenue. Intersection performance evaluations further identify locations where targeted operational or safety improvements are advised.

The TMP builds on the General Plan 2030 and MAG regional transit studies to outline a long-range approach to transit. Since 2017, Avondale has successfully implemented WeRIDE, an on-demand micro-transit service that replaced the former ZOOM circulator and significantly expanded local mobility options. The TMP recommends continued investment in micro-transit, improved regional connectivity, coordination with Valley Metro, and planning for future high-capacity transit opportunities, including potential commuter rail along the Union Pacific Railroad corridor.

The TMP includes an expanded bicycle and pedestrian network consistent with the City's Active Transportation Plan (2023) and General Plan 2030. It identifies over 150 miles of existing bikeways and proposes additional bike lanes, multi-use paths, and trail connections to improve recreation, access to schools and parks, and first-mile/last-mile connectivity to transit. The TMP prioritizes closing network gaps, adding bike facilities as part of roadway projects, and coordinating with developers and adjacent jurisdictions to ensure continuity.

The TMP updates and builds upon the City's 2010 ITS Strategic Plan. It highlights opportunities to enhance traffic operations through improved signal coordination, expanded fiber-optic connectivity, CCTV cameras, data collection capabilities, and future deployment of dynamic message signs. ITS strategies are identified as cost-effective tools to improve safety, reduce congestion, and enhance real-time traffic management, particularly along major corridors such as Dysart Road and McDowell Road.

The TMP Update includes planning-level cost estimates intended to inform long-range implementation and future discussions. A phased implementation schedule is provided to help guide future project programming and to ensure that the City prioritizes projects based on need, growth patterns, and fiscal capacity.

The attachment includes conceptual long-range cost estimates for roadway, bridge, bicycle/pedestrian, transit, and ITS improvements. Those estimates are for planning purposes only and will be refined, and in some cases materially revised, through project scoping, engineering, design, environmental review, and budgeting.

Future funding for transportation improvements will come from a combination of local sources, regional programs, development-related improvements, and state and federal programs for roadway, transit, bike/ped, and safety projects. Adoption of the TMP does not commit the City to the construction schedule or funding of any individual improvement; all projects will remain subject to available revenues, future Council approval, and annual CIP programming.

BUDGET IMPACT:

Adoption of the TMP does not appropriate funds, approve design, or authorize construction of any specific project. The TMP provides planning-level cost information and implementation priorities that may be used to inform future Capital Improvement Program development, grant applications, and annual budget decisions.

RECOMMENDATION:

Staff recommends City Council adopt the City of Avondale 2025 Transportation Master Plan Update and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Jonathan Almanza*

RESOLUTION NO. 1057-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE 2025 TRANSPORTATION PLAN UPDATE.

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

SECTION 1. The City of Avondale 2025 Transportation Plan Update is hereby adopted 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 carry out the purpose and intent of this Resolution.

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

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1057-0726

[City of Avondale 2025 Transportation Plan Update]

See following pages.

CITY OF AVONDALE

2025 TRANSPORTATION PLAN UPDATE

Prepared for

City of Avondale, Arizona

Prepared by

Wilson & Company
410 North 44th Street, Suite 460
Phoenix, Arizona 85008

February 2026

CITY OF AVONDALE
2025 TRANSPORTATION PLAN UPDATE

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Executive Summary

The Transportation Plan Update (Plan) specifies policies, projects, and programs necessary to improve the community's transportation system over the next 25 years. This plan addresses transportation needs relative to the existing and future land use patterns in the City of Avondale Municipal Planning Area (MPA) to support economic development and enhance the quality of life for the area's residents, businesses, and visitors. The plan describes in detail the plan development process, foundational characteristics of the existing transportation system, programmed transportation improvements, and key assumptions related to future growth in the City's MPA that lead to development of alternative transportation network strategies and ultimately recommended improvements.

This Transportation Plan Update builds upon previous planning efforts, specifically the 2017 Transportation Plan Update. The Plan addresses changes in the characteristics of the existing transportation system as a result of projects implemented since adoption of the 2017 update and reviews the relevance of previous plan recommendations in the context of the vision for future development within the City's MPA through Year 2050. Resulting recommendations for the future development of streets, transit services, bicycle facilities, and intelligent transportation systems (ITS) are provided to enable City staff and officials to most effectively prioritize the allocation of funds when programming transportation improvements projects.

The Transportation Plan Update was developed through the collaborative efforts of City staff. As with the previous plan update, this Plan promotes the vision of the City's General Plan 2030 to create a healthy and sustainable community. The Plan provides both a framework for transportation infrastructure that supports continued growth of neighborhoods and businesses necessary for economic development and strategies for implementation of pedestrian and bicycle enhancements that allows the built environment to promote public health.

Strategies to support anticipated growth over the next 25 years were based on estimates of forecasted travel demand developed in conjunction with the Maricopa Association of Governments (MAG) regional activity-based model (ABM) also generally referred to as the travel demand model (TDM), and derived from adopted estimates of future population and employment within the City's MPA. Worth noting is an observable increase in projected socioeconomic activity compared to the forecasted growth in the 2017 plan. Given that this Plan update incorporates an additional decade of growth, the socioeconomic changes between plans were compared using growth from 2030 to 2040[1]. Compared to the previous plan, population, employment, and residential housing are all anticipated to reach greater levels, averaging an increase of 15% across all three categories in 2040. Year 2050 forecasts follow a similar pattern with employment growth outpacing population and housing from 2040 into the long-range horizon. Overall, the current plan incorporates an approximate 50% increase in population, 55% increase in housing, and 70% increase in employment from today. The Year 2050 projections show that

[1] Current socioeconomic projections for year 2040 were derived from the latest MAG socioeconomic datasets for 2030 and 2050 (obtained in 2023) using linear interpolation.

approximately 50% of the total City MPA will be developed, with about 70% of this development occurring in the region north of Jimmie Johnson Drive/Indian Springs Road.

The study team worked closely with City staff to adjust the geographical allocation of growth in the MPA based on the anticipated location of future development. The majority of the population growth is anticipated to occur in association with new residential development situated between Lower Buckeye Road and Jimmie Johnson Drive/Indian Springs Road. Future employment growth is expected to develop along Interstate 10 (I-10) in the City's center and along the future planned State Route 30 (SR-30) freeway corridor to the south.

Based on the City's anticipated growth and development discussed, future travel demand was estimated using MAG's Regional TDM to understand traffic patterns within the local area and regional context. An analysis was conducted to determine whether the existing transportation network, supplemented by programmed improvements, could adequately accommodate future development. This analysis led to recommendations for the sizing and connectivity of the street network to support the anticipated growth. The Recommended Street Plan[2] is illustrated in Figure ES-1

To help meet the objective of the City of Avondale to identify roadway segments with considerations related to truck traffic, this Plan Update identifies truck routes directed by the City which highlight roadway facilities suitable for truck traffic. These truck routes are presented in Figure ES-2.

Figure ES-3 illustrates the Recommended Bicycle Network. Recommendations were developed to promote bicycle connectivity between existing and future neighborhoods, activity centers, recreation opportunities, and bicycle routes in adjacent communities. Projects have been identified to fill gaps in bicycle network connectivity, as well as priority bicycle corridors associated with new roadways in developing areas. The Recommended Bicycle Network also highlights regional trails, which are also available for pedestrian use. Additionally, pedestrian travel is supported by inclusion of sidewalks in the City's standard street cross-sections, which support a citywide vision to become more multimodal.

A comprehensive plan for implementation of ITS strategies was presented in the 2017 Plan Update, based on recommendations for the City's 2010 ITS Strategic Plan. ITS strategies provide an alternative to more costly roadway expansion projects, affording additional capacity through technology that adjusts to real-time traffic conditions.

Planning-level cost estimates were developed for the various recommended improvements to the transportation system. In total, planning level estimates indicate a total cost of approximately $460 million dollars (2024 dollars) to implement all of the recommended improvements. Given the realities of current funding levels, it is unlikely that all of the projects can be constructed. Therefore, the study team continues to work with City staff and other consultants to prioritize projects for inclusion in the five-year Capital Improvement Program (CIP).

[2] The Recommended Street Plan includes improvements identified for planning-level coordination based on roadway facilities within the City's MPA boundary. This includes county roads as they connect and serve the City.

Figure ES-1 Recommended Year 2050 Roadway Plan

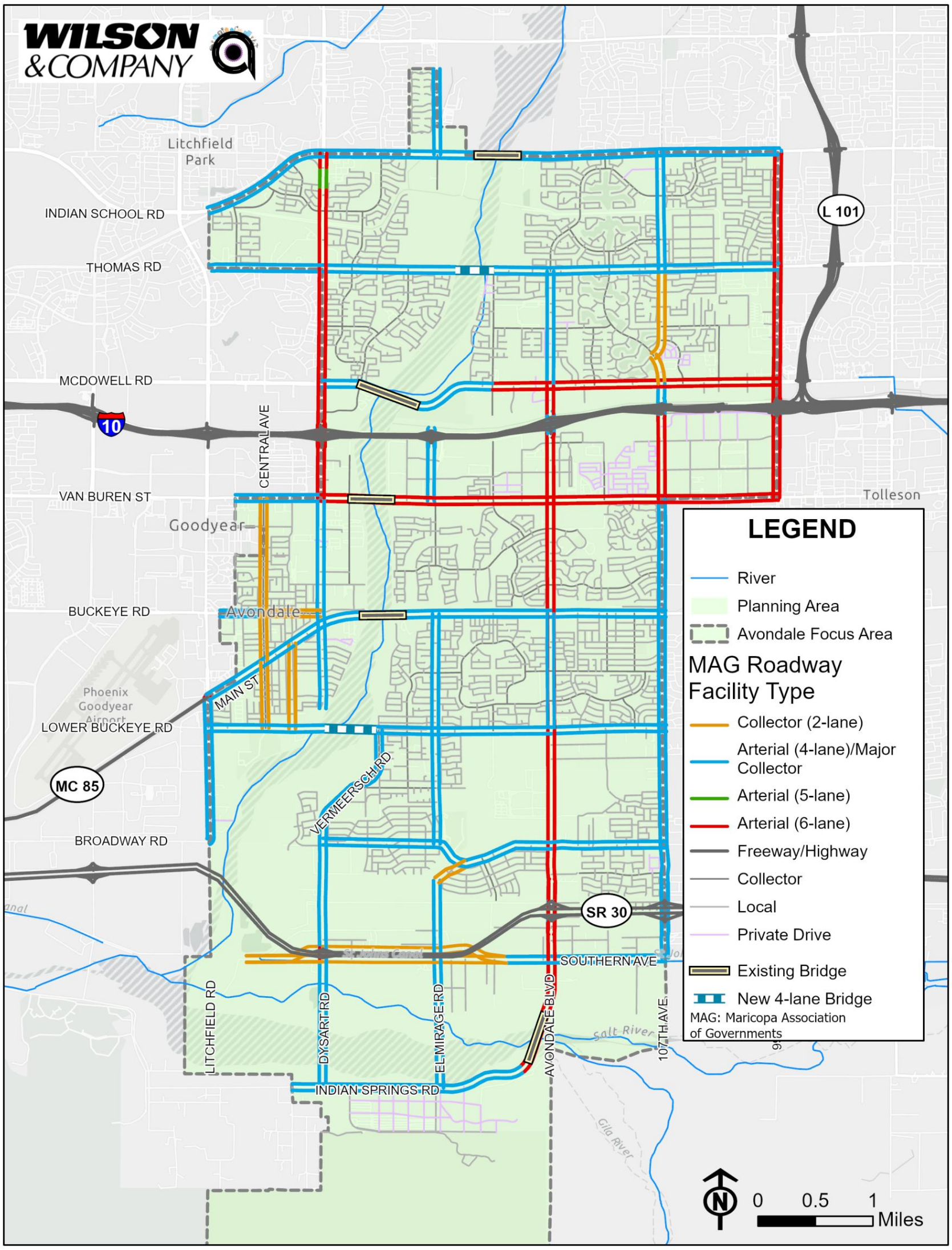
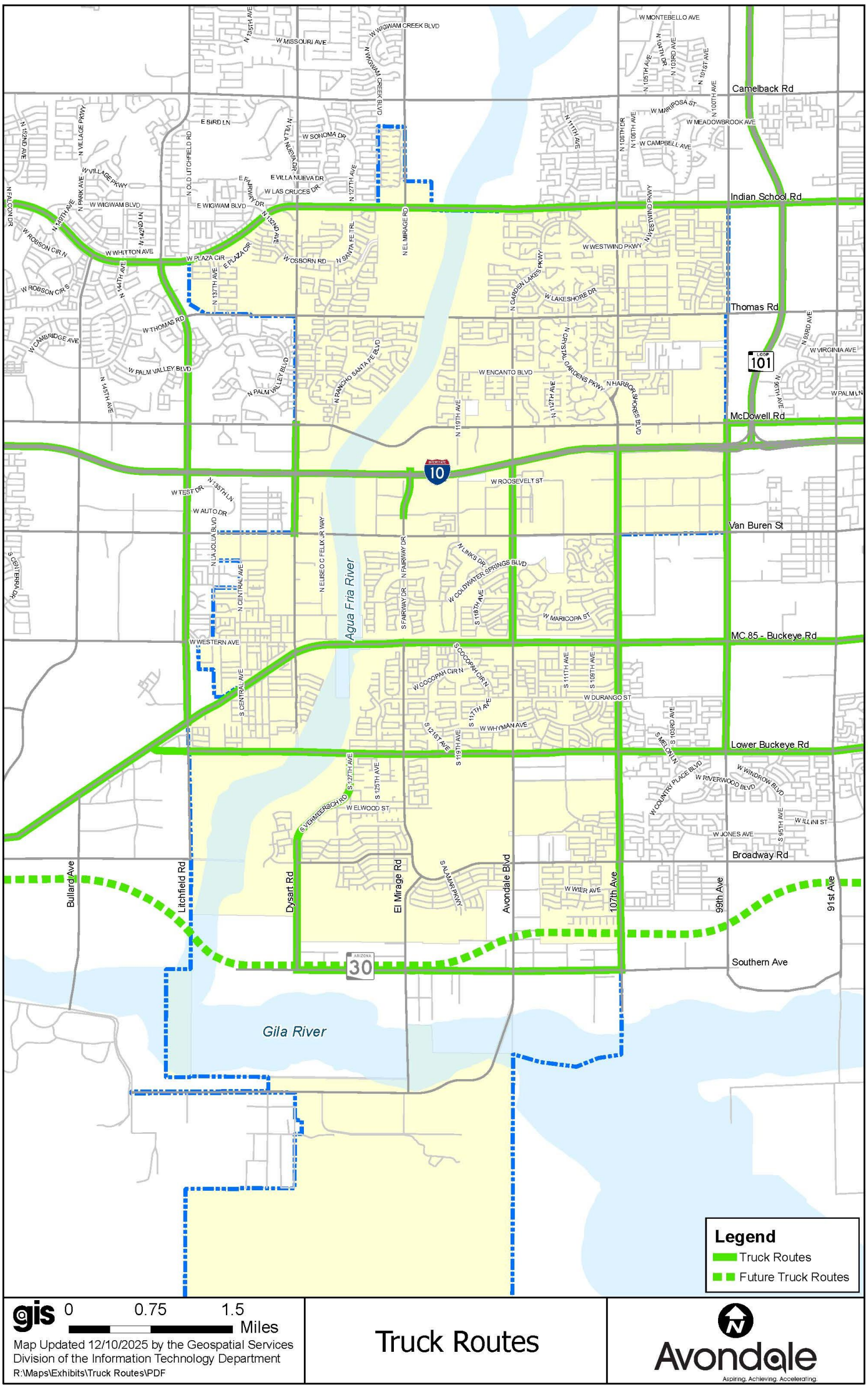


Figure ES-2 Truck Route Map


Camelback Rd
Indian School Rd
Thomas Rd
McDowell Rd
Van Buren St
MC 85 - Buckeye Rd
Lower Buckeye Rd
Broadway Rd
Southern Ave
Bullard Ave
Litchfield Rd
Dysart Rd
El Mirage Rd
Avondale Blvd
107th Ave
99th Ave
91st Ave
Agua Fria River
Gila River
W MISSOURI AVE
W WIGWAM CREEK BLVD
W MONTEBELLO AVE
W MARIPOSA ST
W MEADOWBROOK AVE
W CAMPBELL AVE
E BIRD LN
W SONOMA DR
E VILLA NUEVA DR
W LAS CRUCES DR
E WIGWAM BLVD
W WIGWAM BLVD
W WHITTON AVE
W PLAZA CIR
E PLAZA CIR
W OSBORN RD
W WESTWIND PKWY
W LAKESHORE DR
W THOMAS RD
W CAMBRIDGE AVE
W PALM VALLEY BLVD
W ENCANTO BLVD
W VIRGINIA AVE
W PALM LN
W ROOSEVELT ST
W TEST DR
W AUTO DR
W WESTERN AVE
W COCOPAH CIR N
W DURANGO ST
W WHYMAN AVE
W ELWOOD ST
W WIER AVE
W COUNTRY PLACE BLVD
W RIVERWOOD BLVD
W WINDROW BLVD
W ILLINI ST
W JONES AVE
W COLDWATER SPRINGS BLVD
W MARICOPA ST
N VILLAGE PKWY
N 152ND AVE
N 149TH AVE
N PARK AVE
N FALCON DR
W ROBSON CIR N
W ROBSON CIR S
N 142ND LN
N 144TH AVE
N 145TH AVE
N 135TH LN
N OLD LITCHFIELD RD
N VILLA NUEVA DR
N 132ND AVE
N 137TH AVE
N 127TH AVE
N 125TH AVE
N EL MIRAGE RD
N SANTA FE TRL
N RANCHO SANTA FE BLVD
N PALM VALLEY BLVD
N 119TH AVE
N 112TH AVE
N CRYSTAL GARDENS PKWY
N HARBOR SHORES BLVD
N GARDEN LAKES PKWY
N 111TH AVE
N 106TH DR
N 106TH AVE
N 105TH AVE
N 103RD AVE
N 101ST AVE
N 100TH AVE
N 96TH AVE
N 93RD AVE
N LA JOLLA BLVD
N CENTRAL AVE
N ELISEO C FELIX JR WAY
N FAIRWAY DR
S FAIRWAY DR
N LINKS DR
S 118TH AVE
S CENTERRA DR
S CENTRAL AVE
S VERMEERSCH RD
S 127TH AVE
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S 103RD AVE
S MELON LN
S 95TH AVE
S ALAMAR PKWY
S COCOPAH CIR N
W SANTA FE BLVD
W CRYSTAL GARDENS PKWY
W HARBOR SHORES BLVD
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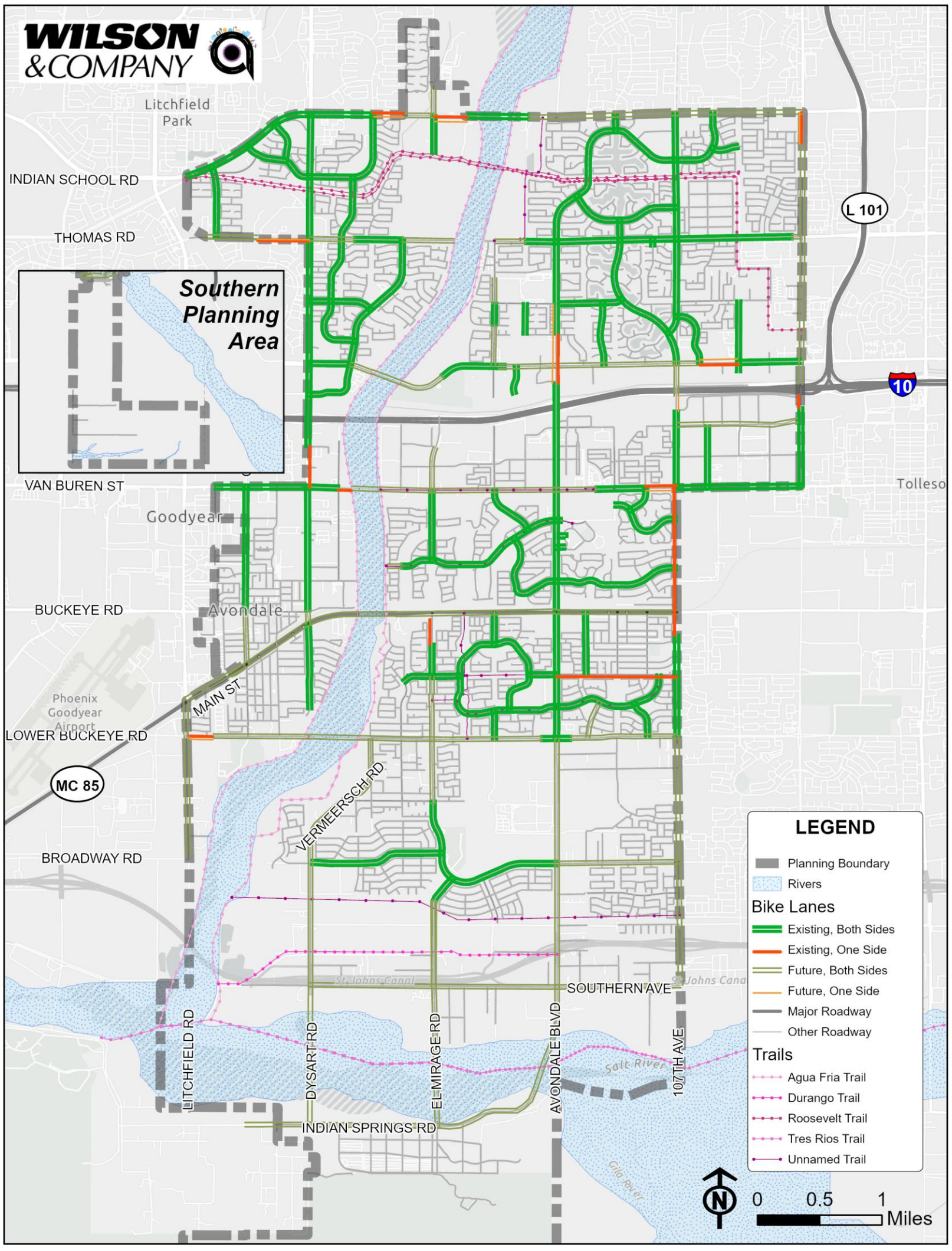
Figure ES-3 Recommended Bicycle Network



1. Introduction

This Transportation Plan Update provides a strategy for implementing multimodal transportation improvements over the next 25 years. Improvements are identified to accommodate anticipated growth within the City's MPA, supporting economic development and enhancing the quality of life for residents, businesses, and visitors. The plan establishes long-range plans for future development of streets, transit services, bicycle facilities, and ITS. Additionally, the Plan addresses funding needs relative to the implementation of all recommended strategies.

This Transportation Plan Update represents an update to the previously adopted 2017 Transportation Plan. The plan addresses changes in the characteristics of the existing transportation system as a result of projects implemented since adoption of the 2017 plan. This plan also reviews the relevance of previous plan recommendations in the context of the vision for future development within the City's MPA through Year 2050 and presents a refined set of recommendations relative to this vision.

As with the previous plan update, this Transportation Plan Update promotes the vision and guiding principles of the City's General Plan 2030 to create a healthy and sustainable community. Included in this document is a framework for transportation infrastructure that supports continued growth of neighborhoods and businesses necessary for economic development and strategies for implementation of pedestrian and bicycle enhancements that allows the built environment to promote public health.

The Transportation Plan Update was developed through the collaborative efforts of City staff and incorporates feedback from the Planning Commission, City Council, and the public. Strategies to support anticipated growth over the next 25 years were based on estimates of forecasted travel demand developed in conjunction with the MAG Regional TDM, and derived from adopted estimates of future population and employment within the City's MPA.

Purpose

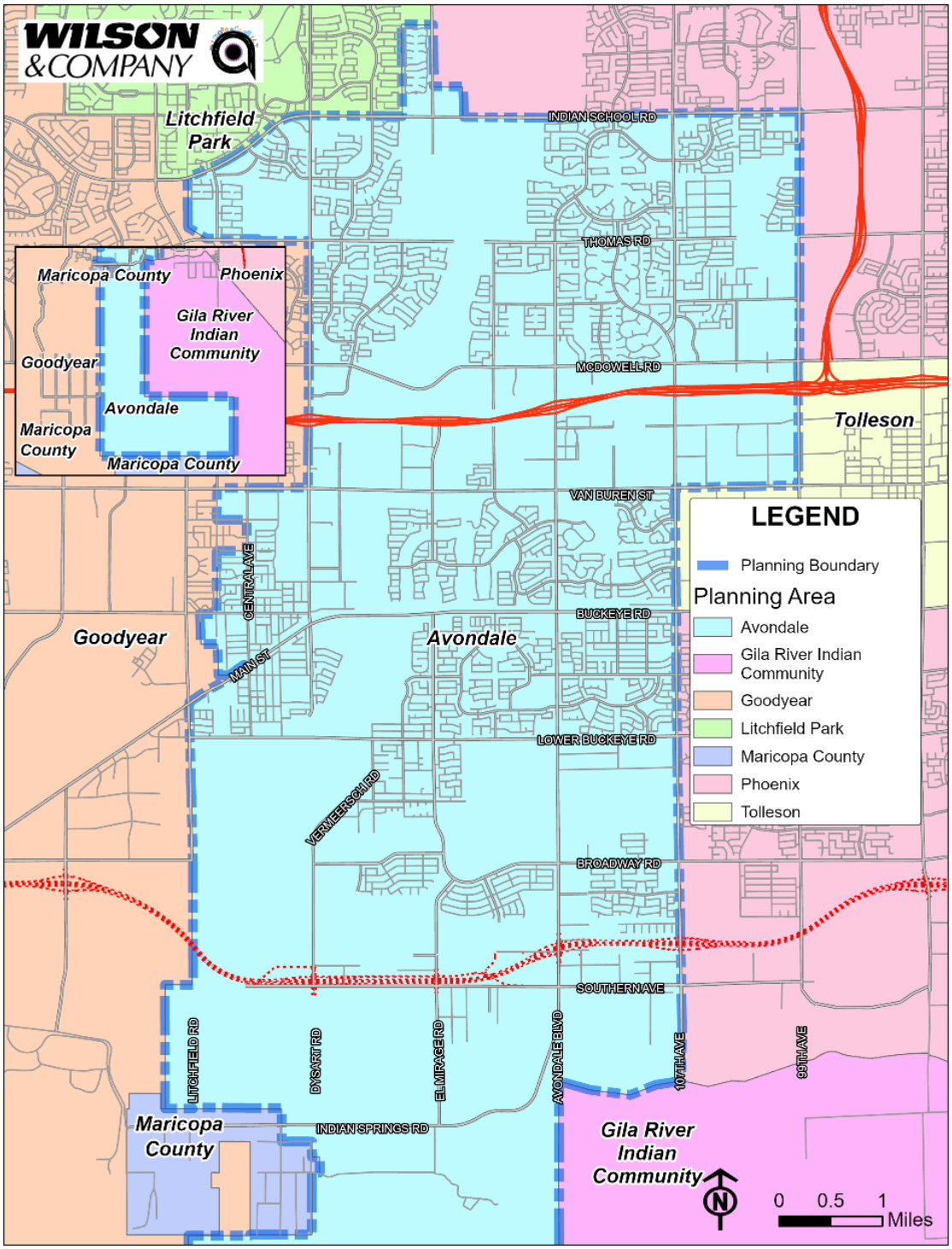
The Transportation Plan Update provides recommended improvements to transportation infrastructure, policies, and services over the next 25 years. This document will inform the programming of near and mid-term projects in the City's 5-year CIP, and long-term strategies will provide guidance to future developments.

Study Area

The City's MPA is roughly bounded by Indian School Road in the north, Litchfield Road and Dysart Road in the west, 99th Avenue and 107th Avenue in the east, and extends far south, wrapping around the Estrella Mountain Regional Park and Gila River Indian Community, as depicted in

Figure 1-1. Forecasted growth in the MPA over the next 25 years, however, is anticipated to occur in the portion of the MPA located north of the Estrella Mountains. Therefore, the study area defined for this Plan terminates approximately one mile south of Jimmie Johnson Drive/Indian Springs Road.

Figure 1-1 Transportation Plan Update Study Area



Report Organization

This Transportation Plan Update has been organized into the following chapters:

Chapter 1: Introduction – provides the context for the Plan Update and introduces the Plan purpose, study area, and report organization.

Chapter 2: Plan Development Process – describes foundational elements that guided development of the plan, including goals and objectives, previously identified key issues, programmed improvements within the study area, and stakeholder and public engagement.

Chapter 3: Land Use and Socioeconomic Conditions – documents the existing and future land use assumptions, in terms of population and employment, which contribute to the growing demand on the transportation network.

Chapter 4: Street Plan – describes the characteristics of the existing street network and the anticipated ability of the network to respond to forecasted future traffic volumes resulting from future development, investigates alternatives to enhance local travel and regional connectivity, and provides a recommended future roadway network and associated improvements to accommodate anticipated growth.

Chapter 5: Transit Plan – provides an overview on the City's existing transit system and identifies recommended projects and policies to enhance transit services.

Chapter 6: Bike Plan – documents the existing bicycle facilities in the study area and presents recommendations to provide a more comprehensive non-motorized transportation network to promote multimodal transportation and a healthy community.

Chapter 7: Intelligent Transportation System Strategic Plan – reiterates the relevant aspects of the previous ITS strategies presented in the 2017 Transportation Plan Update, which was based on the ITS Strategic Plan that was completed separately in July 2010.

Chapter 8: Funding – provides planning level costs associated with the identified improvements and identifies potential funding sources.

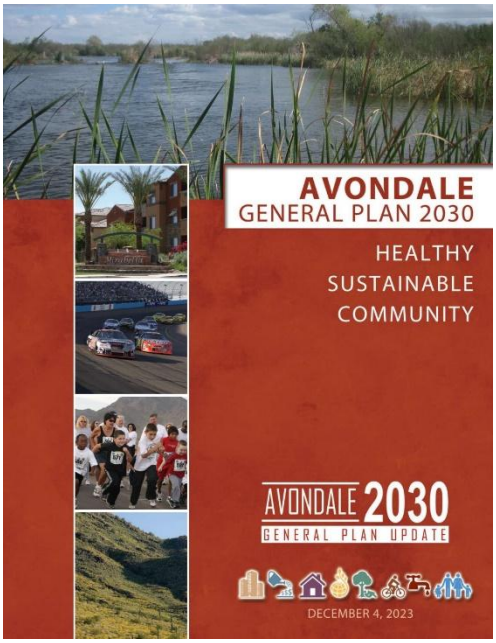
Chapter 9: Recommendations and Implementation Strategies – summarizes the recommendations and implementation strategy documented in preceding chapters.

2. Plan Development Process

This section describes foundational elements that guided the development of the Plan, including goals and objectives, programmed improvements, and stakeholder and public engagement.

Goals and Objectives

This Transportation Plan Update promotes the vision and guiding principles of the City's General Plan 2030 to create a healthy and sustainable community. The General Plan 2030 emphasizes Community Mobility through the following goals associated with the Circulation, Active Transportation, and Transit elements:



Circulation Element

- ✓ Provide a transportation system that is complementary to the existing and planned land uses.
- ✓ Promote Avondale in regional transportation issues.
- ✓ Provide a transportation system that serves the public in a safe, efficient, and cost-effective manner.
- ✓ Promote and support an integrated transportation system that mitigates congestion, fosters a sense of community, and preserves the environment.

Bicycle Element

- ✓ Develop a safe bicycle transportation system that provides connectivity throughout the City, including major public and private facilities, and to transit services.
- ✓ Continue to make the street system accessible, safe, and convenient for bicycles and pedestrians.
- ✓ Increase recreational opportunities for bicyclists throughout Avondale.
- ✓ Become a recognized bicycle-friendly city.

Transit Element

- ✓ Enhance public transit options for residents of Avondale.
- ✓ Promote and support the appropriate tailoring of transit service options in Avondale.
- ✓ Encourage the coordination of development between land uses, roadway facilities, the active transportation network, and the local transit systems.

In light of these overarching General Plan 2030 goals, a series of individual objectives were established for this Transportation Plan Update, as follows:

- ✓ Define the existing state of the transportation system for all modes (cars, trucks, transit, bicycles, and pedestrians).
- ✓ Estimate future conditions with anticipated growth in population and employment through 2030 & 2050.
- ✓ Document deficiencies in both the existing and future transportation network for all travel modes (cars, trucks, transit, bicycles, and pedestrians).
- ✓ Identify applicable projects from the previous 2017 Transportation Plan and other appropriate modifications to address identified needs.
- ✓ Develop an implementation plan for recommended multimodal transportation improvements.
- ✓ Communicate with the public and stakeholders to assure their input to this Transportation Plan Update.

Key Issues

The 2017 Transportation Plan Update included key issues affecting the City's transportation system:

- Rapid population growth
- Rising traffic congestion
- New developments

These issues merit consideration when developing recommended transportation improvement strategies over a 25-year planning horizon. The 2017 Transportation Plan Update also included a series of additional key issues that emerged as a result of the General Plan 2030 initiative: economic development, multimodal options, preserving transportation infrastructure, and the concept of complete streets. Each of these key issues remains relevant in this 2025 Transportation Plan Update.

Economic Development

Economic development remains an important focus in achieving the General Plan 2030 vision for a healthy and sustainable community. Current development has capitalized on the presence of I-10 and State Route 101L (SR-101L), both of which provide regional connectivity to the City's key employment

and activity centers. These routes will continue to serve as an impetus to new development, particularly with the addition of the new I-10 interchange at Fairway Drive. Equally important to the economic vitality of the City is the grid network of arterial streets which provide residents access to key activity centers. As the City continues to develop toward the southern portion of the MPA, a similar network of regional routes and local arterials will be required to facilitate economic development in these developing areas. The future SR-30 facility, a component of MAG's current transportation program, will play a similar role to that which I-10 plays in the northern portion of the City's MPA. Enhancements to the connecting arterial grid in this developing portion of the MPA will be equally important, particularly as they provide opportunities to connect to existing activity centers in the northern portion of the MPA and future opportunities to even longer-term development in the southernmost portion of the MPA south of the Estrella Mountains. To that end, this Transportation Plan Update considers options for enhanced connectivity across the Agua Fria and Gila rivers.

Multimodal Options

Multimodal connectivity between neighborhoods and key activity centers and recreation areas is vital to the General Plan 2030 vision for a healthy and sustainable community. The Plan, therefore, considers opportunities to improve and expand linkages between residential and commercial development, parks, schools, and open spaces. This can be achieved through a combination of dedicated trails and the incorporation of alternate transportation modes within the context of the street network – a concept known as "Complete Streets - Smart Growth America." MAG developed a Complete Streets Guide in 2011 which provides a toolbox of strategies to implement complete streets within its member communities, ensuring that pedestrians, bicycles, and transit are accommodated to the extent possible relative to the context of the surrounding area. The City's current standard street cross sections incorporate both bicycle and pedestrian modes.

The City's adopted Active Transportation Plan (ATP) provides detailed guidance on dedicated trail facilities, citywide connectivity, and access to regional river corridors, including the Gila and Agua Fria Rivers. The Transportation Plan Update supports and aligns with the ATP's identified priority multi-use paths and connectivity improvements.

Furthermore, the goals of the General Plan 2030 Transit Element, cited earlier, foster the linkage between land use plans and alternate mode opportunities. The densities and mix of land uses should promote walkability, cycling, and access to transit, which all foster healthier lifestyles, while minimizing congestion of the City's street system.

Enhancing Transportation Infrastructure

Today's fiscal realities require communities to make wise investments in their transportation infrastructure. While maintaining the existing system remains important, this Transportation Plan Update is focused on targeting new improvements that enhance multimodal connectivity and safety. Increased efficiency on existing facilities can often be accomplished through implementation of ITS improvements that allow traffic signals to be more responsive to ever changing traffic conditions.

Ultimately, an appropriate balance must be achieved between investments in infrastructure expansion (new roadways) and preservations and modernization of existing transportation facilities.

Stakeholder and Public Engagement

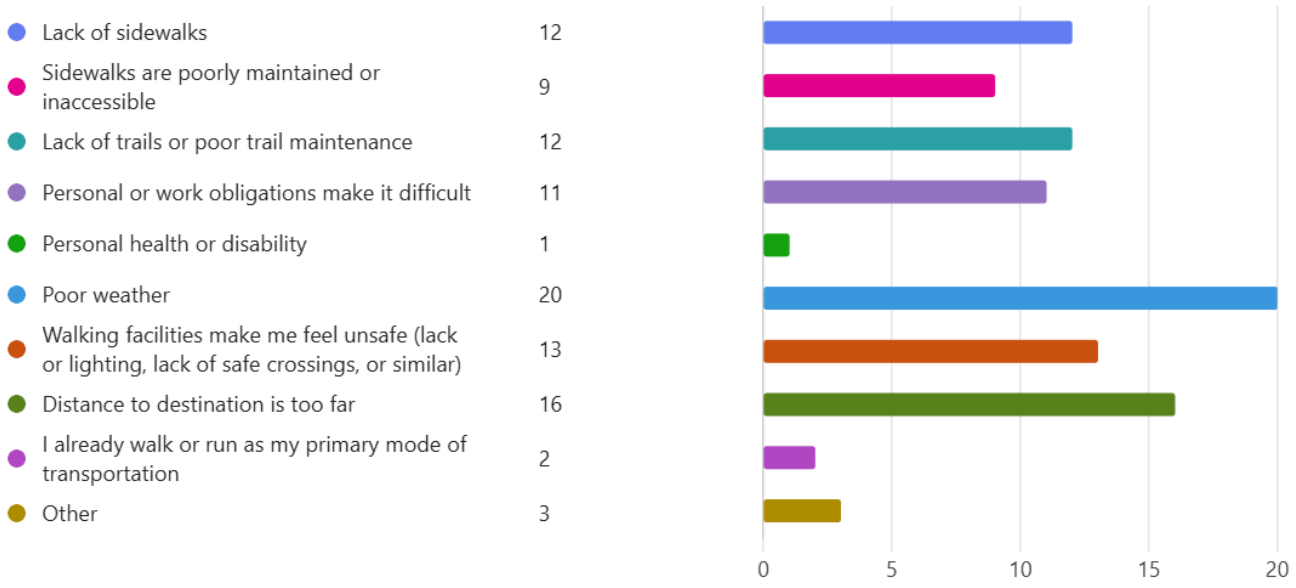
An online public survey was shared with City residents via online social media tools (Nextdoor.com and Facebook.com) to gather public input for this 2025 Transportation Plan Update. The survey was available for three months and received responses from roughly 50 residents. The intent of the survey was to better understand the transportation priorities and concerns of City residents. Because the City of Avondale had recently completed several in-person public participation events for other transportation plans, engagement for this Plan focused on digital options only. A summary of responses is shared below, and the full survey and responses are included in Appendix A.

This online survey included 20 questions, subjects ranging from vehicular usage and ownership, to active transportation, public transportation, commute patterns, and overall satisfaction with the current transportation system in Avondale.

From the survey results, 78 percent of respondents are car dependent households and 70 percent of respondents own at least two vehicles. Regarding alternative transportation mode choices, 88 percent of individuals responded that they *never* commute to school or work using a bicycle and 80 percent *never* walk to school or work. However, 26 percent of survey respondents use their bike recreationally, and 58 percent walk recreationally. Figure 2-1 below shows that the main reason that residents do not walk or run more frequently is the inclement weather, followed by far destination distances and lack of walking facilities. When asked about a preferred method of alternative transportation option, the top response was light rail or streetcar with 39 percent.

Figure 2-1 Walking Obstacles

8. From the following list, select any significant obstacles that impact your ability to walk or run more frequently.



As seen below, 28 percent of respondents considered the current Avondale transportation system good, 53 percent considered the system 53 fair, and only eight percent considered the system poor or very poor.

Figure 2-2 Overall Satisfaction with the Current Transportation System

Programmed Improvements

Programmed improvements for Avondale and the region include projects identified in the City's Capital Improvement Program (CIP), MCDOT'S Transportation Improvement Program (TIP), and MAG's Regional Transportation Plan (RTP).

Currently programmed transportation improvements provide a foundation for the identification of the vision for the future transportation system. Therefore, a review of the City's CIP and Maricopa County Department of Transportation's (MCDOT) Transportation Improvement Program (TIP) was conducted to identify the timeframe for planned improvements to the City's transportation network. A summary of identified improvements is provided in ***Table 2.1***. In addition, MAG's Regional Transportation Plan (RTP) provides guidance on programmed regional facilities. Developer driven projects associated with the City's development impact fee (DIF) program (identified separately), should also be considered, though more tentatively, as the timing is linked to the timing of the associated development. The timing and need for these improvements will be evaluated in the analysis of future Year 2030 and Year 2050 traffic conditions to determine their continued applicability in addressing the demand of future growth within the study area

Table 2.1 FY2025-FY2026 Capital Improvement Plan – Transportation Related Projects

CIP ID #	Location	Description	Cost	Fiscal Year(s)
A0426	Citywide	Streets Asset Replacement FY2025	$1,043,000	2025
A0457	Citywide	Streets Asset Replacement FY2026	$1,293,000	2025-2026
A0280	Citywide	Streets Asset Replacement FY2027 and Beyond	$1,293,000	2027-2030
B0191	The BLVD Parking Garage	New Park-and-Ride at The BLVD Parking Garage	$764,000	2025-2026
P0012	Agua Fria Trail	GO Bond: Agua Fria Pedestrian Bridge to Friendship Park	$456,000	2025-2026
P0015	Agua Fria Trail	GO Bond: Agua Fria Trailhead at Friendship Park and McDowell Rd (Formerly Recharge Park)	$1,205,214	2025-2026
P0084	Agua Fria River	Multimodal Trail System	$424,842	2025-2026
P0383	The BLVD Area	Trail Improvements in The BLVD Area	$1,409,000	2025-2026
P0384	Agua Fria River	Agua Fria Multi-Use Path – Buckeye Rd/MC 85 Crossing	$2,960,000	2025-2027
P0385	Agua Fria River	Agua Fria Multi-Use Path – Lower Buckeye Rd Crossing	$3,093,000	2025-2026
P0435	Agua Fria River	Multimodal Trail System FY2027 and Beyond	$4,089,000	2025-2030
P0466	Agua Fria River	GO Bond: Trailhead – Agua Fria & MC 85	$530,000	2025-2028
P0468	Friendship Park	Friendship Park Entry/Exit and Parking Improvements	$150,000	2025-2026
P0472	Agua Fria River	Multimodal Trail System FY2026	$200,000	2025-2026
T0031		Communication Conduit and Fiber Backbone Program	$1,400,000	2025-2026
T0161	Western from Central to 4th	Roadway improvements	$2,025,000	2025-2026
T0162	Western Ave	Decorative String Lights	$320,000	2025-2026
T0163	Western Ave	Pedestrian Streetlights	$895,000	2025-2026
T0200	Old Town Avondale	Phase III Roadway Improvements	$9,752,121	2025-2026
T0201	Old Town Avondale	Phase IV Roadway Improvements	$11,138,000	2025-2026

Projects listed in the above table are subject to change pending results of this Plan update. See ***Table 8.2a*** for the final CIP project list.

Table 2.1 **FY2025-FY2026 Capital Improvement Plan –** ***Transportation Related Projects (continued)***

CIP ID #	Location	Description	Cost	Fiscal Year(s)
T0203	Old Town Avondale	Phase V Roadway Improvements	$6,718,000	2025-2026
T0206	99th & Encanto	Traffic Signal Addition	$710,000	2025-2026
T0213	107th & Roosevelt	Traffic Signal Addition	$750,000	2025-2026
T0240	Old Town Avondale	Roadway and pedestrian improvements	$5,078,000	2025-2027
T0249	Avondale Blvd & Miami Ave	Traffic Signal	$350,000	2025-2027
T0253	111th Ave & Van Buren St	Traffic Signal	$700,000	2025-2027
T0260	Citywide	Sidewalk Accessibility Improvement Program FY2027 and Beyond	$800,000	2027-2030
T0303	Citywide	Bike Retrofit Program	$50,000	2029
T0305	Various Bridges	Bridge Repairs	$200,000	2027-2029
T0306	Citywide	Communication Conduit and Fiber Backbone Program	$450,000	2025-2026
T0307	Citywide	Communication Conduit and Fiber Backbone Program	$1,200,000	2027-2030
T0309	Dysart Rd & Van Buren St	Gateway Program	$400,000	2027-2030
T0311	Citywide	Pavement Management Program	$30,000,000	2027-2030
T0312	4th St & Lower Buckeye Rd	Street Drainage Issues FY2024	$300,000	2025-2026
T0313	4th St & Lower Buckeye Rd	Street Drainage Issues FY2027 and Beyond	$800,000	2027-2030
T0317	Citywide	Wayfinding Signage	$70,000	2026-2028
T0318	Citywide	Traffic Signal Re-Timing Program	$100,000	2025-2026
T0321	Citywide	Sidewalk Expansion and Improvements Program	$800,000	2027-2030
T0336	Avondale & Palm	HAWK Signal Addition	$280,000	2025-2026
T0338	El Mirage & Pima	HAWK Signal Addition	$315,000	2025-2026
T0339	Coldwater Springs & 118th	HAWK Signal Addition	$290,000	2025-2026

Projects listed in the above table are subject to change pending results of this Plan update. See ***Table 8.2a*** for the final CIP project list.

Table 2.1 **FY2025-FY2026 Capital Improvement Plan –** ***Transportation Related Projects (continued)***

CIP ID #	Location	Description	Cost	Fiscal Year(s)
T0341	Central & Holly	HAWK Signal Addition	$275,000	2025-2026
T0342	El Mirage & Northern Alamar Park	HAWK Signal Addition	$280,000	2025-2026
T0353	Dysart Rd at Ascend	Traffic Signal	$1,050,000	2026-2027
T0365	McDowell Rd & Van Buren St	New Transit Shelters (14)	$500,000	2025-2026
T0375	Citywide	Sidewalk Inventory and Condition Assessment	$250,000	2025-2026
T0376	107th Ave to Litchfield Rd	Lower Buckeye Corridor Study	$400,000	2025-2026
T0377	Citywide	Pavement Management Program	$3,000,000	2025-2026
T0378	Citywide	Sidewalk Expansion and Improvements Program	$215,000	2025-2026
T0404	Calle Hermosa to Illini	Improvements to El Mirage Rd	$5,000,000	2026-2028
T0405	Dysart Rd & McDowell Rd	Dysart Rd/McDowell Rd Intersection	$3,540,000	2025-2028
T0407	Citywide	Communication Conduit and Fiber Backbone Program	$450,000	2025-2026
T0408	116th Ave & McDowell Rd	Traffic Signal	$1,200,000	2025-2026
T0409	Citywide	Wayfinding Signage	$200,000	2025-2026
T0410	Eliseo C. Felix, Jr. Way to 127th Ave	Van Buren Bridge Lighting Project	$300,000	2025-2026
T0412	Dysart Rd & Van Buren St	Gateway Program	$300,000	2025-2026
T0414	4th St & Lower Buckeye Rd	Street Drainage Issues	$200,000	2025-2026
T0416	-	Safety Action and Demonstration Plan	$700,000	2025-2026
T0417	Various Signalized Intersections	Cellular Communication Equipment and CCTV Intersection Cameras	$427,000	2025-2026

Projects listed in the above table are subject to change pending results of this Plan update. See ***Table 8.2a*** for the final CIP project list.

Table 2.1 **FY2025-FY2026 Capital Improvement Plan –** ***Transportation Related Projects (continued)***

CIP ID #	Location	Description	Cost	Fiscal Year(s)
T0418	Western Ave & Central Ave	Intersection Improvements	$985,000	2025-2026
T0419	Thomas Rd & 111th Ave	Traffic Signal Installment	$710,000	2025-2026
T0420	Dysart Rd & Coldwater Plaza	Intersection Improvements	$500,000	2025-2026
T0421	Avondale Blvd & MC 85	Intersection Improvements	$1,950,000	2025-2028
T0422	-	Designs for Priorities Identified in the Active Transportation Plan	$100,000	2025-2026
T0423	The BLVD Lake Parcel	Park Ave Roadway Near The BLVD	$925,000	2025-2026
T0436	The BLVD	Transit Center Wayfinding Materials and Security Camera Improvements	$100,000	2025-2026
T0438	Las Liagas Neighborhood	ADA Sidewalk Ramps	$195,000	2025-2026
T0486	Areas include Cashion, Crystal Gardens, Rancho Santa Fe, Coldwater and more	Pavement Management Program	$3,000,000	2026
T0487	Citywide	Street Maintenance New Concrete Mixer Truck	$300,000	2026
T0488	The BLVD	Transit Removal of Shade Canopy	$82,000	2026
T0489	Citywide	Sidewalk Accessibility Improvement Program	$200,000	2026

Projects listed in the above table are subject to change pending results of this Plan update. See ***Table 8.2a*** for the final CIP project list.

Table 2.1 **FY2025-FY2026 Capital Improvement Plan –** ***Transportation Related Projects (continued)***

CIP ID #	Location	Description	Cost	Fiscal Year(s)
T0490	Between Alamar Park and the Wastewater Treatment Plant, the Sam Garcia Library to the Brinker Building (and potentially the Van Buren St & Central Ave intersection*)	Communication Conduit and Fiber Backbone Program *This intersection will be included if within this fiscal year funding.	$450,000	2026
T0491	Las Ligas and Festival Field Areas	Citywide Sidewalk Expansion and Gap Improvement Program	$600,000	2026
T0492	Northwest Corner of 99th Ave & Van Buren St	Gateway Program	$228,000	2026
T0493	-	Wayfinding Signage	$35,000	2026
T0494	Avondale Blvd from Coldwater Springs to MC 85	Median Landscape Improvements	$300,000	2026-2027
T0495	Las Ligas neighborhood (Lower Buckeye Rd, 127th Ave, Vermeersch Rd, El Mirage Rd, and the Alamar subdivision)	Local Street Study	$250,000	2027

Projects listed in the above table are subject to change pending results of this Plan update. See ***Table 8.2a*** for the final CIP project list.

3. Land Use and Economic Conditions

The City of Avondale is located in the West Valley region of the Phoenix metropolitan area within Maricopa County. It was incorporated in December 1946, and encompasses approximately 94 square miles total today. This Transportation Plan Update, however, primarily addresses a focus area of about 50 square miles located north of the Estrella Mountains within the City of Avondale. The continual growth of Avondale necessitates the reevaluation of land use and socioeconomic conditions in order to accurately plan for a future transportation network mobility that is safe, reliable, and efficient.

Land Use

Land use development and transportation system design are interconnected planning efforts that are codependent on the function of the other. Without adequate access, land will remain undeveloped. Similarly, if the existing transportation network is not improved systematically over time, then it will not be able to sustain the level of land use growth in the future. The effective implementation of a transportation network is largely dependent on the balance it has with surrounding land use conditions. From the City's General Plan 2030, land usage in the focus area of Avondale is depicted in ***Table 3.1*** on the following page.

Historically, Avondale has largely been regarded as a bedroom community with agricultural roots. Moving into the future, the General Plan 2030 establishes a vision for Avondale to evolve into a more self-sufficient city where people have the opportunity to live, work, recreate, and shop within the community. As part of this vision, the General Plan emphasizes a land use pattern that supports a healthy, vibrant, and sustainable community, including the integration of high-quality open spaces and recreation amenities. To support this long-term direction, the General Plan 2030 significantly increased the Open Space land use by almost 30% compared to the previous plan. This increase in Open Space was achieved through the reallocation of land from residential and employment/industrial uses, as well as adjustments to entertainment and other land uses. From the previous transportation plan, the residential land share and the employment/industrial land share each decreased by 9%, totaling an 18% reduction, though overall jobs and housing continue to increase.

Given the redistribution of land use indicated by the current General Plan 2030, ensuring the proficiency of the transportation network is essential to sustaining the City's growth and transition from a suburban commuter community to a more self-reliant city.

Demographic Data

Socioeconomic conditions within a city play a significant role in estimating the efficacy of the transportation system. Future socioeconomic projections such as population, housing density, and type of employment provide insight into travel demand which is used for effective transportation planning and project prioritization. According to the latest MAG RTP – Draft 2021 Update, the City of Avondale continues to grow and attract new residents. Currently, the City's resident population is ranked 12th in incorporated areas within the metropolitan planning area, according to 2025 population data.

Avondale's population is currently projected to grow by approximately 52% through horizon year 2050 – ranking 9th in municipal growth and 10th in overall regional growth. ***Table 3.2*** on the following page summarizes the existing socioeconomic conditions for population, employment, and dwelling unit data within the City and provides projections of future growth based on MAG's 2030 and 2050 adopted socioeconomic datasets.

Table 3.1 General Plan 2030 Land Uses (Focus Area)

Land Use Description	Percentage Share
Residential (sum of subcategories)	39.07 %
Rural Low Density Residential	3.99 %
Estate/Low Density Residential	5.94 %
Medium Low Density Residential	13.04 %
Medium Density Residential	13.01 %
Medium High Density Residential	2.01 %
High Density Residential	1.08 %
Local Commercial	1.22 %
Freeway Commercial	1.25 %
Old Town	0.14 %
Sports and Entertainment	1.58 %
Office	0.11 %
Industrial	0.69 %
Business Park	1.30 %
Gila River Scenic District	0.65 %
Open Space	50.07 %
Public/Civic	0.48 %
Education	1.19 %
Resort	0.60 %
The BLVD	0.56 %
Urban Commercial	0.12 %
Mixed Use	0.90 %
High Intensity Office	0.08 %
Total	100.00 %

Source: City of Avondale General Plan 2030, December 2023

Table 3.2 City of Avondale Planning Area Socioeconomic Data

Demographic	Existing	2030	2050	% Change Existing - 2050
Resident Population (2025)	100,686	120,500	139,600	39 %
Employment (2022)	28,100	33,600	42,400	70 %
Dwelling Unit (2025)	34,382	40,300	47,500	38 %

Source: MAG 2022, 2025, 2030 & 2050 officially adopted socioeconomic datasets (obtained in 2023).

MAG projections in both Horizon Years 2030 and 2050 for population, employment, and housing represent a substantial increase throughout the next 25 years. Within the decade the employment in Avondale is projected to increase by nearly 35% and 70% by the year 2050. Similarly, population and dwelling unit projections are both anticipated to increase by around 30% leading into 2030 and 50% and 55% by 2050, respectively.

To better understand how employment might affect traffic flow, additional Avondale employment data was obtained from the MAG statewide employment viewer. The employment data indicates approximately 40% of Avondale employees work for an employer with at least 100 employees, as displayed in ***Figure 3-1***. Out of the industry clusters presented in ***Figure 3-2***, the industry cluster with the highest number of employees are in retail, consumer services, and education. The major employers are listed in ***Table 3.3***, which provides details of the concentration of employees to help estimate traffic flow and plan projects to mitigate congestion. Worth noting of the major employers, Amazon has the highest number of employees and resulting in both passenger car traffic as well as a concentration of truck traffic near the Amazon facilities.

Overall population growth anticipated by the 2030 and 2050 horizon years spans the entire City's study area defined by this Plan update. Increases in population projected through 2050 indicate that areas in the southern portion of the focus area and north of the future SR-30 freeway are anticipated to experience the greatest growth per square mile as well as the area northwest of the I-10/Loop 101 system interchange. There is also a fair amount of population growth expected to occur along the southern edge of the I-10 corridor. ***Figure 3-3*** illustrates a map of the population increase per square mile projected through the 2050 horizon year.

Similarly, projected increases in housing per square mile (quantified by dwelling units) represent a common correlation to the population growth map described. ***Figure 3-4*** illustrates a map of the areas within the City with the greatest anticipated dwelling unit growth per square mile. High levels of housing growth are anticipated along the north side of future SR-30 which is significant as this indicates shifting local traffic patterns as a function of increased regional connectivity.

As previously discussed, the employment growth rate outpaces the population growth rate through the 2050 horizon year. This is particularly significant because it indicates a shift in the travel patterns throughout the City from primarily suburban commuter traffic to local community circulation. This

trend also suggests the City might produce both more internal traffic as well as have increased potential for attracting regional travel. The areas with the greatest employment increases per square mile are along both the north and south side of the I-10 corridor and on the east end of proposed future SR-30. The employment growth per square mile is depicted in ***Figure 3-5***. Based on the information presented in ***Figure 3-3*** – ***3.5***, the areas with the greatest change projected by 2050 represent significant growth in all three socioeconomic categories of population, housing, and employment, indicating that these areas will produce high levels of traffic overall.

Figure 3-1 Avondale Employers by Size

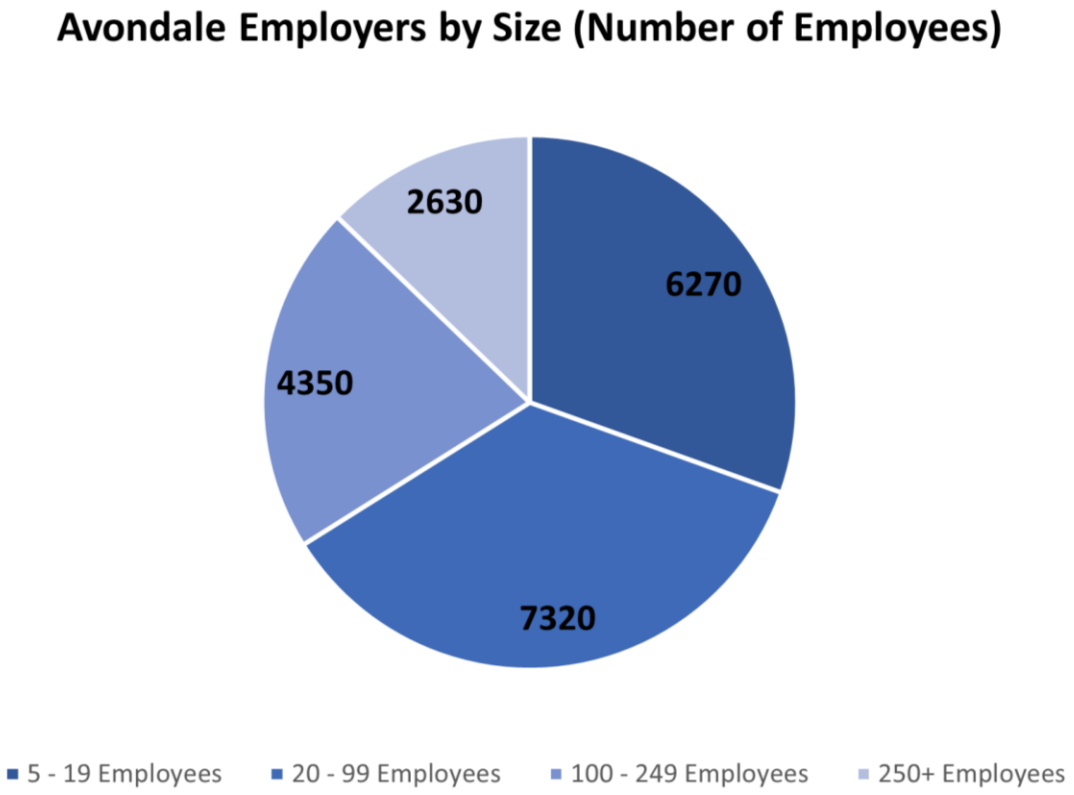


Figure 3-2 Avondale Industry Clusters

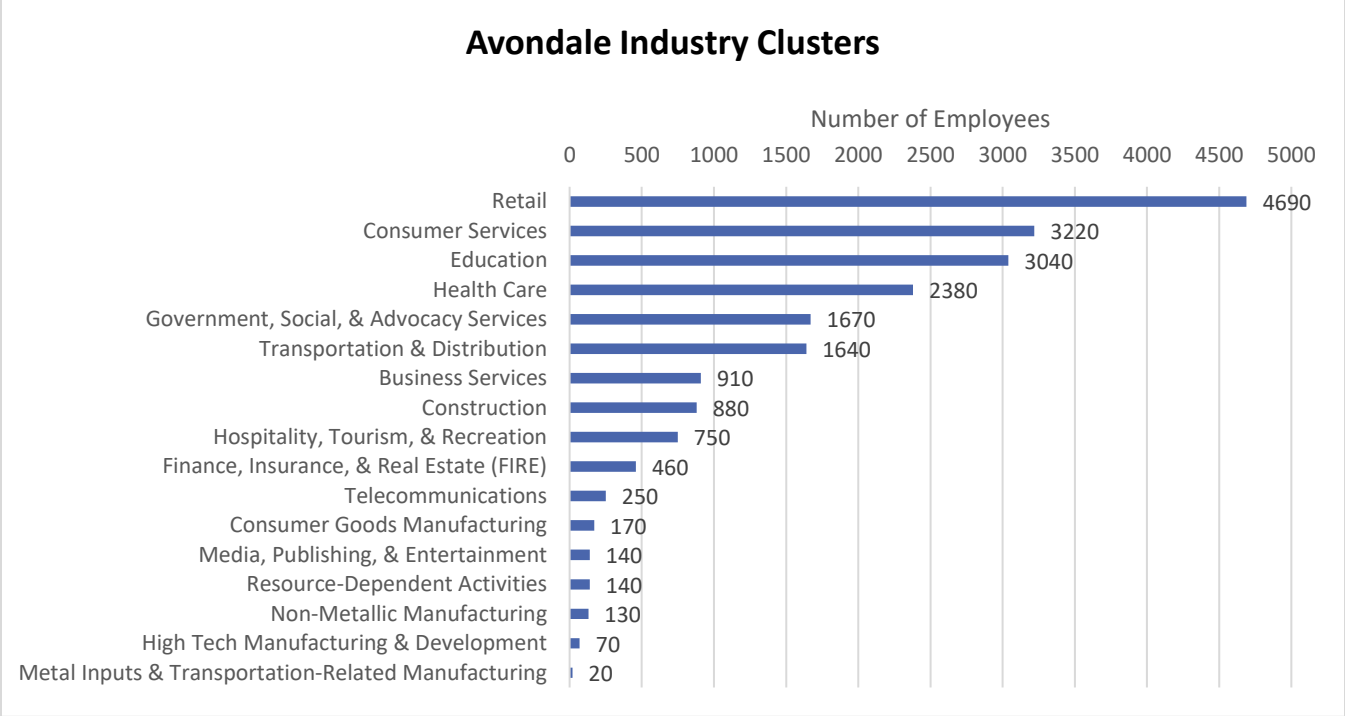


Table 3.3 Major Employers in the City of Avondale

Employer Name	NAICS Description	# of Employees
Amazon	General Warehousing and Storage	1,030
Maricopa County Community College District	Junior Colleges	830
City of Avondale*	Civic/Municipal Services	780
Tolleson Union High School District 214	Elementary and Secondary Schools	560
Frys Food Stores	Supermarkets and Other Grocery (except Convenience) Stores	470
Avondale Elementary School District 44	Elementary and Secondary Schools	460
Akos	Freestanding Ambulatory Surgical and Emergency Centers	400
Costco Wholesale	Warehouse Clubs and Supercenters	390
Littleton Elementary School District 65	Elementary and Secondary Schools	380
Walmart	Warehouse Clubs and Supercenters	370
State of Arizona	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs	330

Employer Name	NAICS Description	# of Employees
	Programs), Regulation and Administration of Transportation Programs	
Agua Fria Union High School District 216	Elementary and Secondary Schools	320
Earnhardt Auto Center	New Car Dealers	300
Pendergast Elementary School District 92	Elementary and Secondary Schools	230
Home Depot	Home Centers	220
Vitamin Shoppe	Food (Health) Supplement Stores	200
Larry H Miller Corp	New Car Dealers	200
Sams Club	Warehouse Clubs and Supercenters	180
Food City	Supermarkets and Other Grocery (except Convenience) Stores	170
Gateway Chevrolet	New Car Dealers	160
Litchfield Elementary School District 79	Elementary and Secondary Schools	160
Maricopa County	Courts, Police Protection	160
Integrated Medical Services	All Other Miscellaneous Ambulatory Health Care Services	160
Copper Springs Llc	Psychiatric and Substance Abuse Hospitals	150
Main Event Entertainment	Amusement Arcades	150
Universal Technical Institute Inc	Apprenticeship Training	150
Verizon Wireless	Wireless Telecommunications Carriers (except Satellite)	150
Walgreen Co	Pharmacies and Drug Stores	110
Az Pro Signs Inc	Commercial Printing (except Screen and Books)	100
Sprouts Farmers Market	Supermarkets and Other Grocery (except Convenience) Stores	100
Autonation	New Car Dealers	100
Avondale Nissan	New Car Dealers	100
Johnstone Supply Inc	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers	100
McDonalds	Limited-Service Restaurants	100
Chas Roberts Air Conditioning	Plumbing, Heating, and Air-Conditioning Contractors	100
Total Employees		**9,860**

Source: MAG Statewide Employment Viewer
*City of Avondale employment data obtained from City of Avondale official website (June 2025).

Figure 3-3 Projected Population Increases through Year 2050

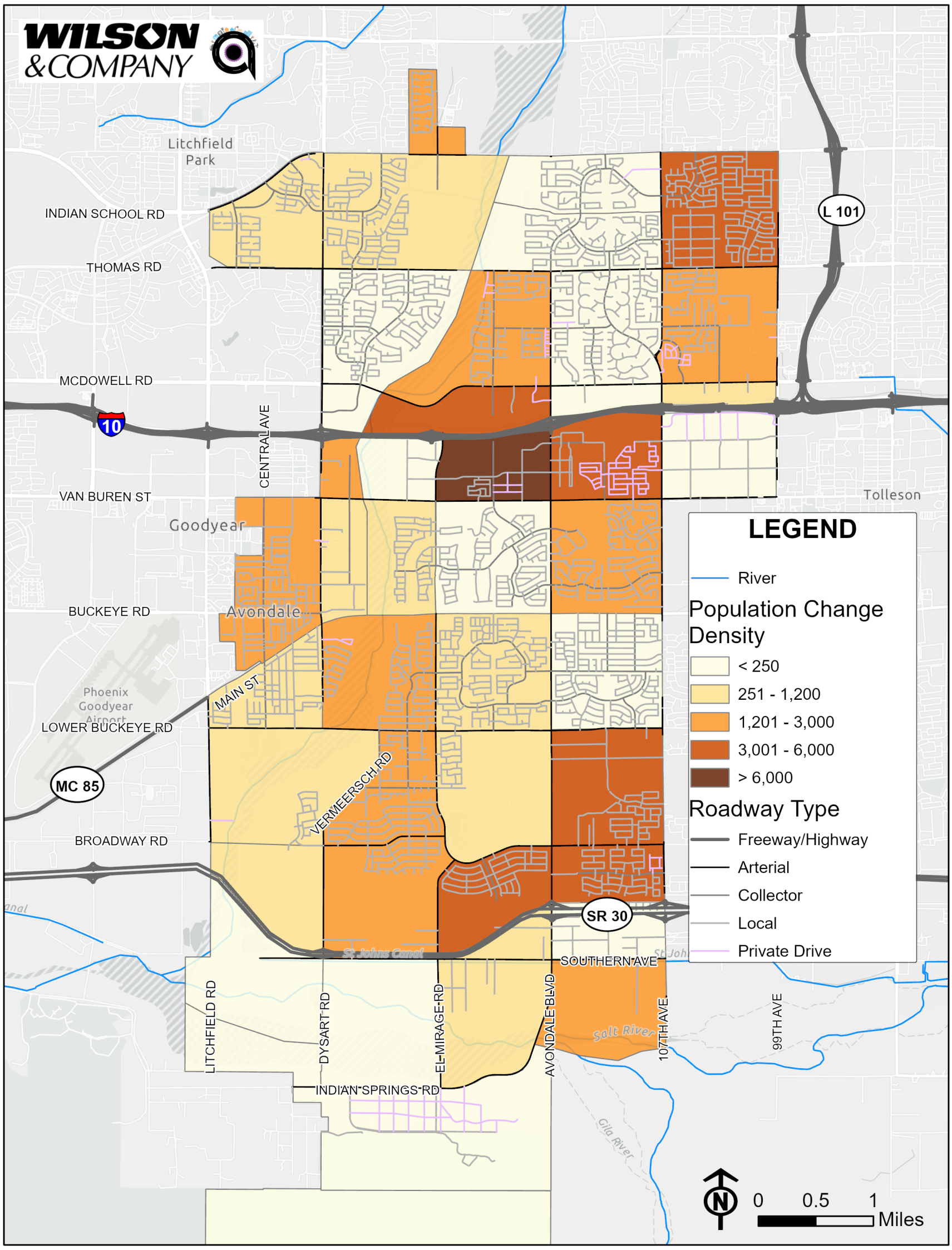


Figure 3-4 Projected Dwelling Units Increases through Year 2050

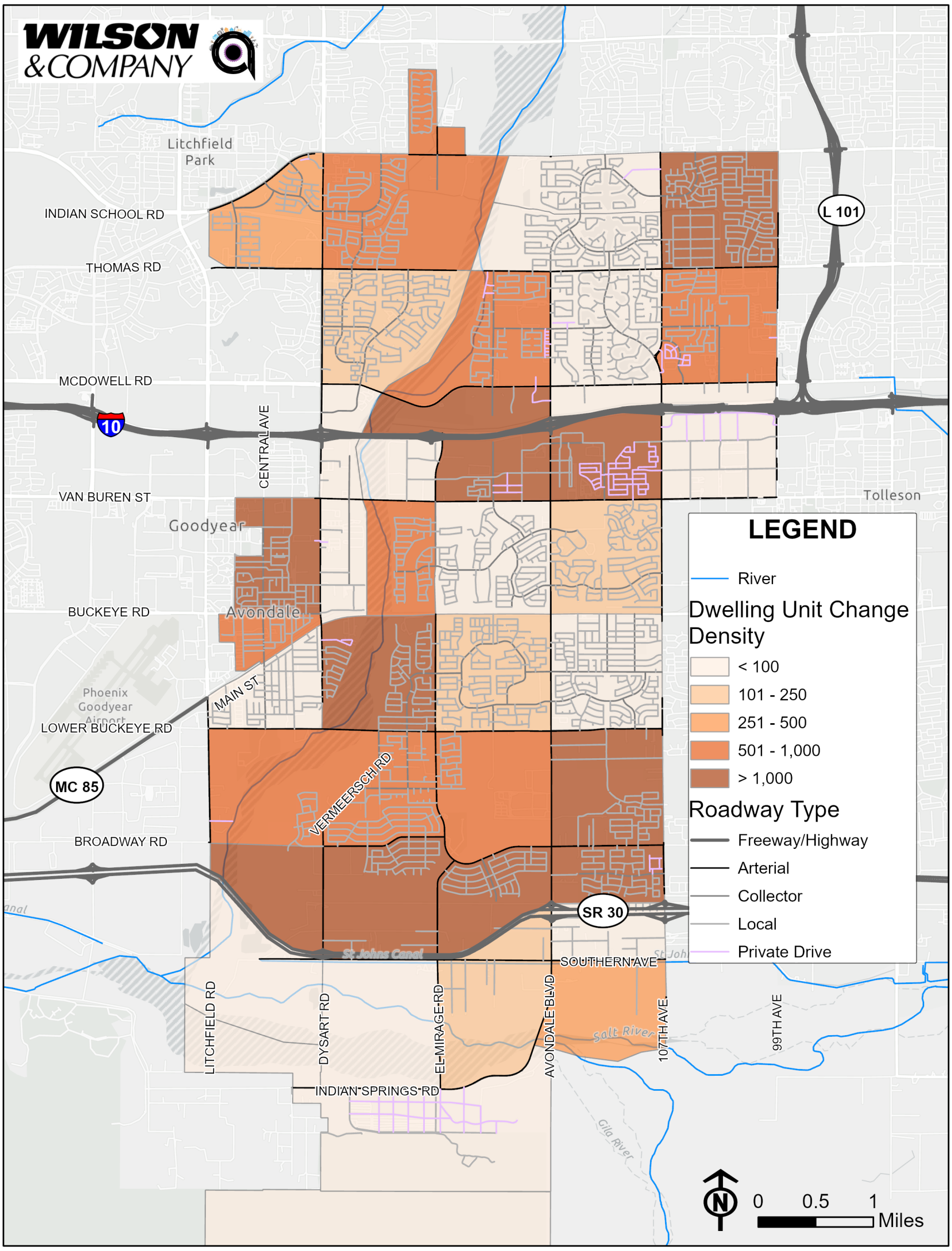
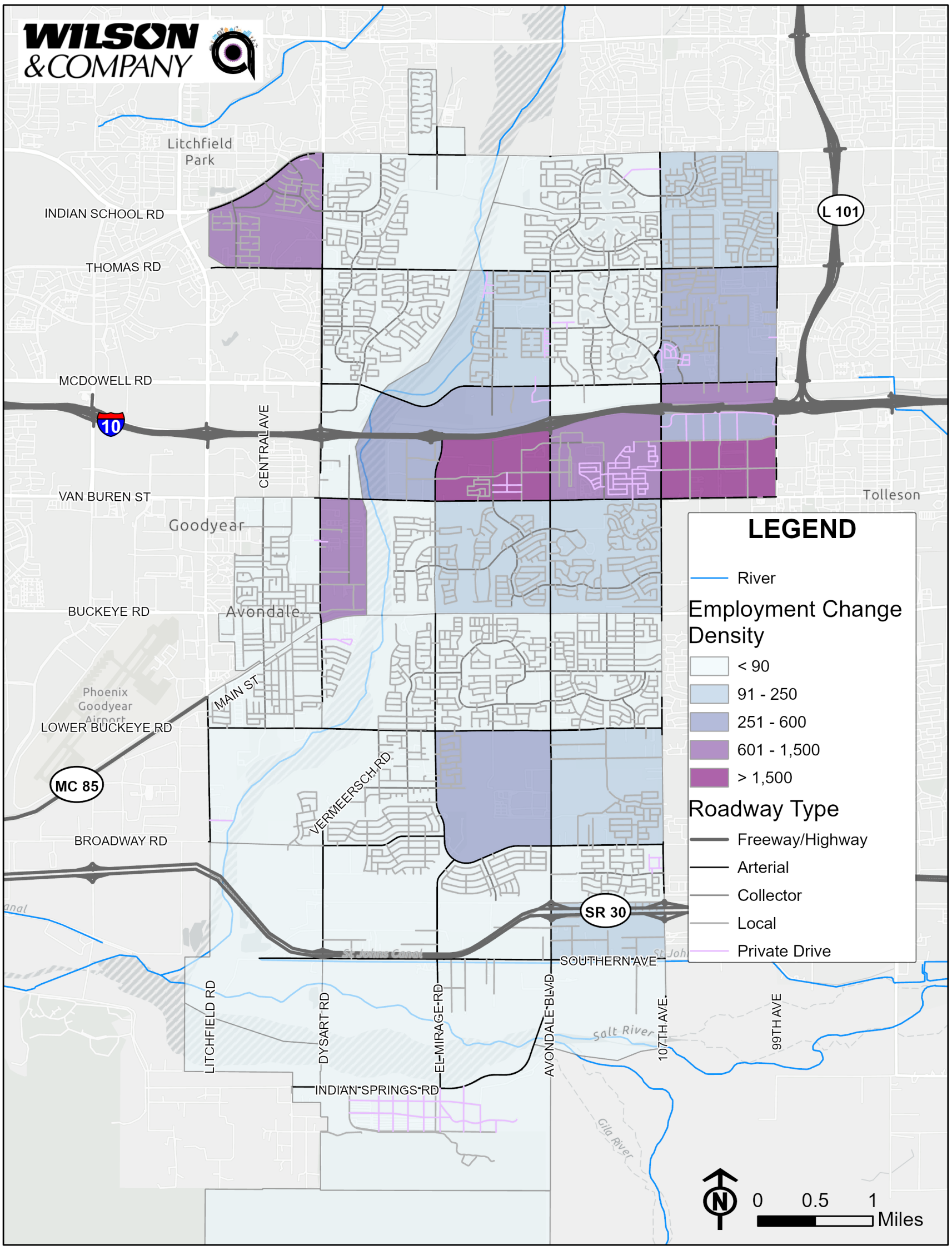


Figure 3-5 Projected Employment Increases through Year 2050



4. Street Plan

This chapter identifies the Street Plan, a strategy designed for the City to implement a future roadway network that provides effective mobility as well as sustains the socioeconomic growth anticipated by the year 2050. In addition to the City's existing roadway network, this chapter discusses the travel demand model used to attain traffic forecasts for horizon years 2030 and 2050, the future roadway networks for horizon years 2030 and 2050, as well as future recommended roadway improvement projects and facility types for years 2030 and 2050.

The roadway network outlined in the Street Plan is essential in determining current and future accessibility within the City as well as identifying areas significant to regional connectivity. The development of this Street Plan encompasses major improvements identified in the MAG RTP including both the interim (2030) and ultimate (2050) SR-30 freeway – north of the Southern Avenue alignment; and planned interchanges with the ultimate SR-30 freeway at Dysart Road, Avondale Boulevard, and 107th Avenue.

Existing Roadway Network

To evaluate the current state of the City's roadway network, existing roadway characteristics were collected including facility type, travel speed limits, number of travel lanes, and the presence of bike lanes established on study area roadways. Traffic volume data was obtained from the latest MAG regional travel demand model, which provides the most current estimate of average daily traffic (ADT) counts for the study area.

Existing Functional Classification/Facility Type

As determined by the previous transportation plan, the existing roadway functional classification is illustrated along with other existing network features in ***Figure 4-1***. In accordance with the City's General Engineering Requirements Manual, there are four roadway classifications that City-controlled facilities could fall into:

- Arterial Street (6-lane cross-section)
- Phased Arterial Street (4- or 5-lane cross-section)
- Collector Street
- Local Street.

Also, roadways significant to regional connectivity that are classified as Freeway or Roads of Regional Significance (RRS) have been considered in the Street Plan. Existing and planned freeway facilities by horizon years 2030 and 2050 addressed in the Street Plan include: I-10, Loop 101, and both the Interim SR-30 and Ultimate SR-30. Current RRS identified in the Street Plan include Indian School Road, MC 85 (Main Street/Buckeye Road), the segment of Dysart Road north of MC 85, and the segment of 99th Avenue south of I-10.

In an effort to accurately determine the current and future state of the transportation network, a re-evaluation of future roadway facility types within the City is incorporated in the Street Plan. For instance, while the 2017 transportation plan identified 107th Avenue (south of I-10 to Van Buren Street) as a future 4-lane arterial/minor collector, increases in travel demand resulting from updated modeling, as discussed in this Plan update, indicate that this segment of 107th Avenue should be redesignated and planned as a 6-lane Arterial to accommodate future growth in the area.

Existing Traffic Data

Traffic conditions in Avondale were assessed using the latest traffic volume data from the Maricopa Association of Governments (MAG) regional travel demand model, which provides the most current systemwide estimates of average daily traffic (ADT) along major corridors in the study area. Model outputs were used to support the high-level review of directional ADT patterns shown in ***Figure 4-1*** and to confirm that the modeled traffic patterns are representative of existing conditions.

Existing Truck Routes

Figure 4-1 illustrates the previously identified truck routes for the City of Avondale, truck routes in close proximity previously designated by the Cities of Goodyear, Tolleson, and Phoenix, and the previously designated truck routes on shared regional facilities (i.e. I-10 and MC 85). Since the 2017 TMP Update, Arizona amended Arizona Revised Statute Section 28-1106, affecting truck route designations statewide. To help meet the objective of the City of Avondale to identify roadway segments with considerations related to truck traffic, this Plan Update identifies truck routes directed by the City which highlight roadway facilities the City considered suitable for truck traffic.

Existing Bike Facilities

In addition to roadways dedicated to automobiles, existing bike lanes and bike paths were also recorded and assessed in the Transportation Plan. Existing bicycle facilities within the City and surrounding areas are presented in ***Figure 4-2***. Multimodal travel and connectivity are key to sustaining a growing city and fostering a greater urban environment. Transportation for all modes of travel should be safe and provide access/connectivity to residential, commercial, employment, and recreational areas. Bicycle facilities promote healthier lifestyles for residents, visitors, and the workforce. Provided with satisfactory facilities, bike lanes can serve both commuting and typical trip purposes in addition to recreational use. The implementation of bike lanes is particularly effective when integrated along public transportation routes – as it increases the potential for multimodal travel. There are a myriad of benefits to incorporating bicycle facilities into the Street Plan including increasing transportation access, providing incentive for personal exercise, travel cost savings, and reducing emissions from automobile usage. Avondale's bikeway facilities are discussed in detail in the Bike Plan, Chapter 6.

Figure 4-1 Existing Roadway Characteristics

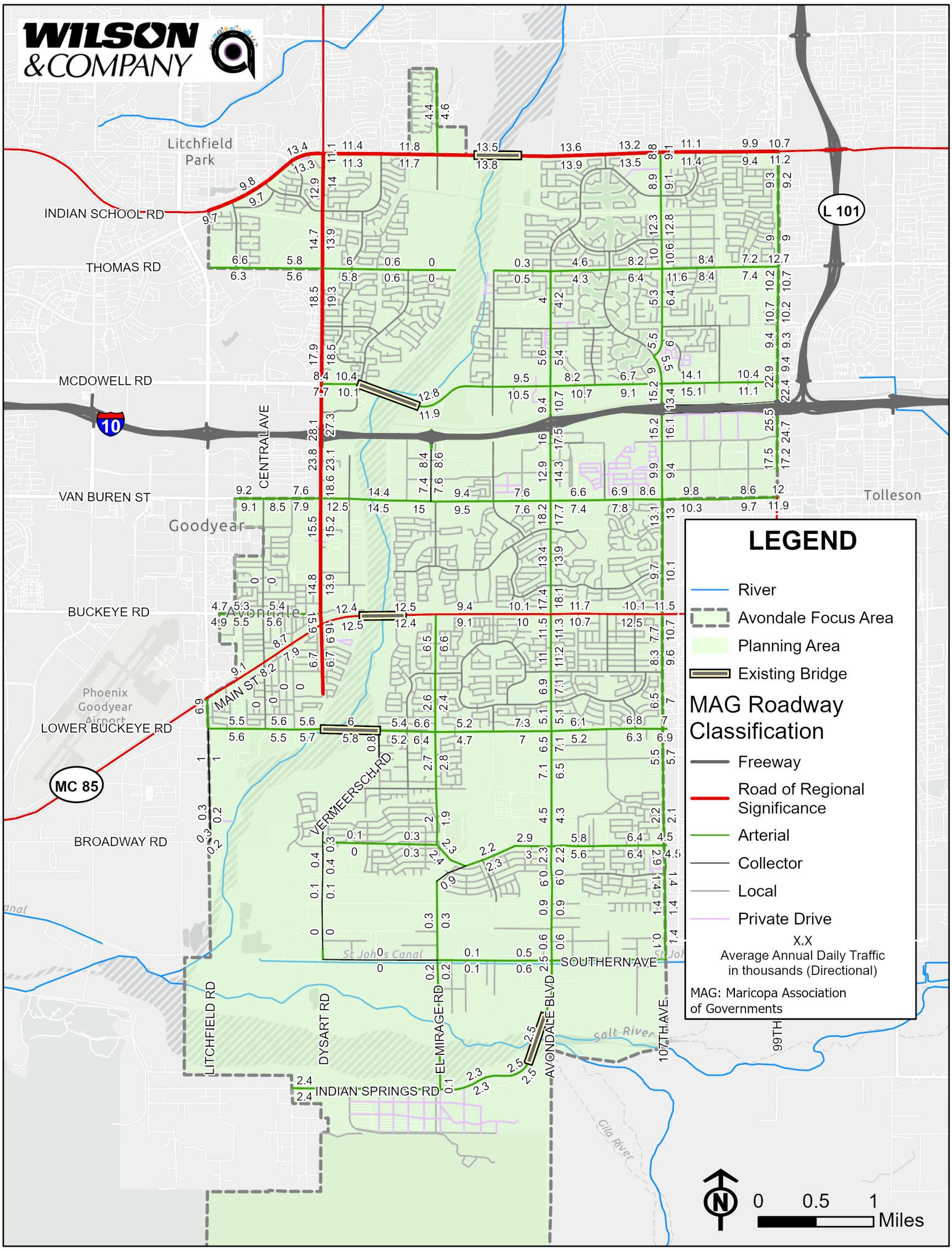
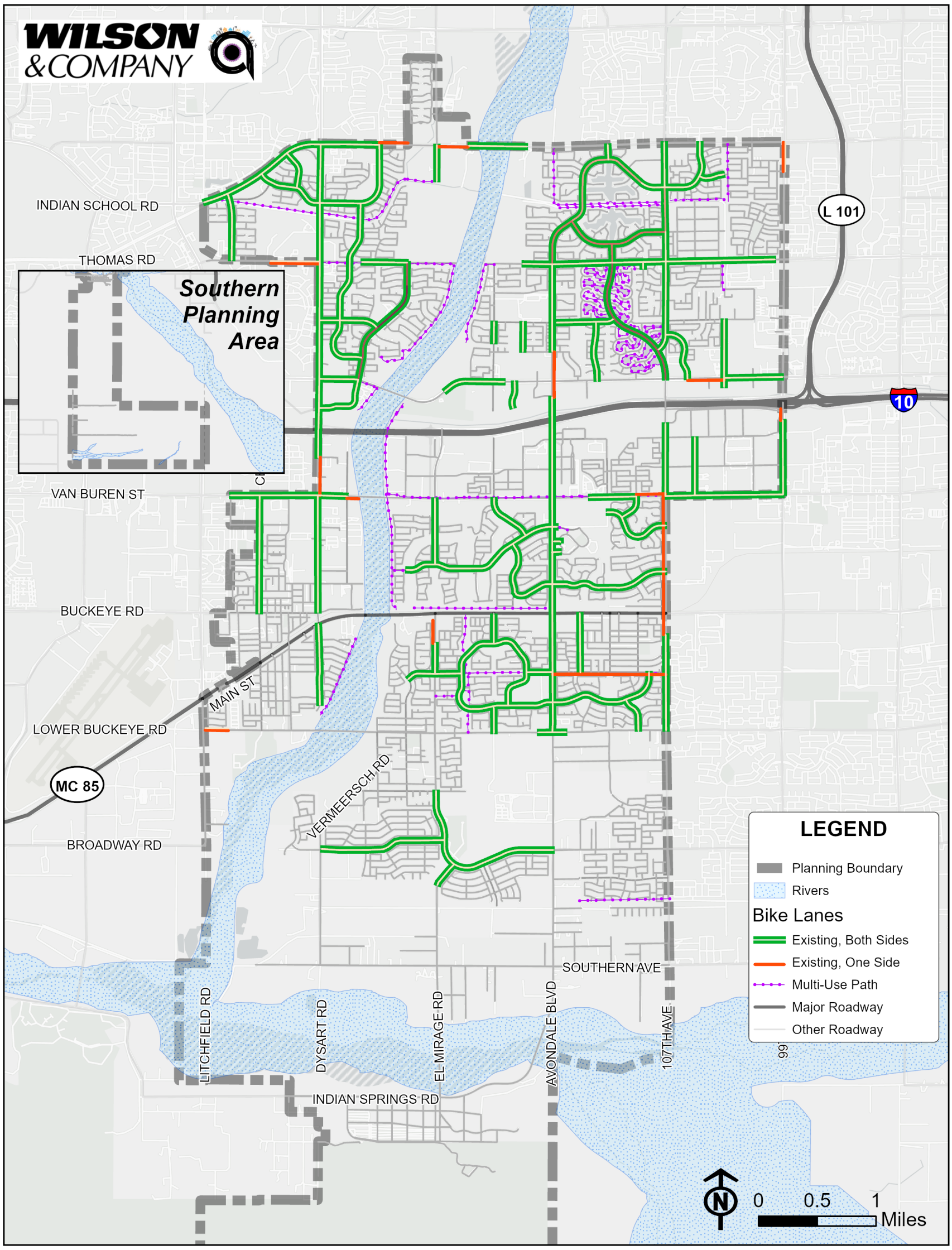


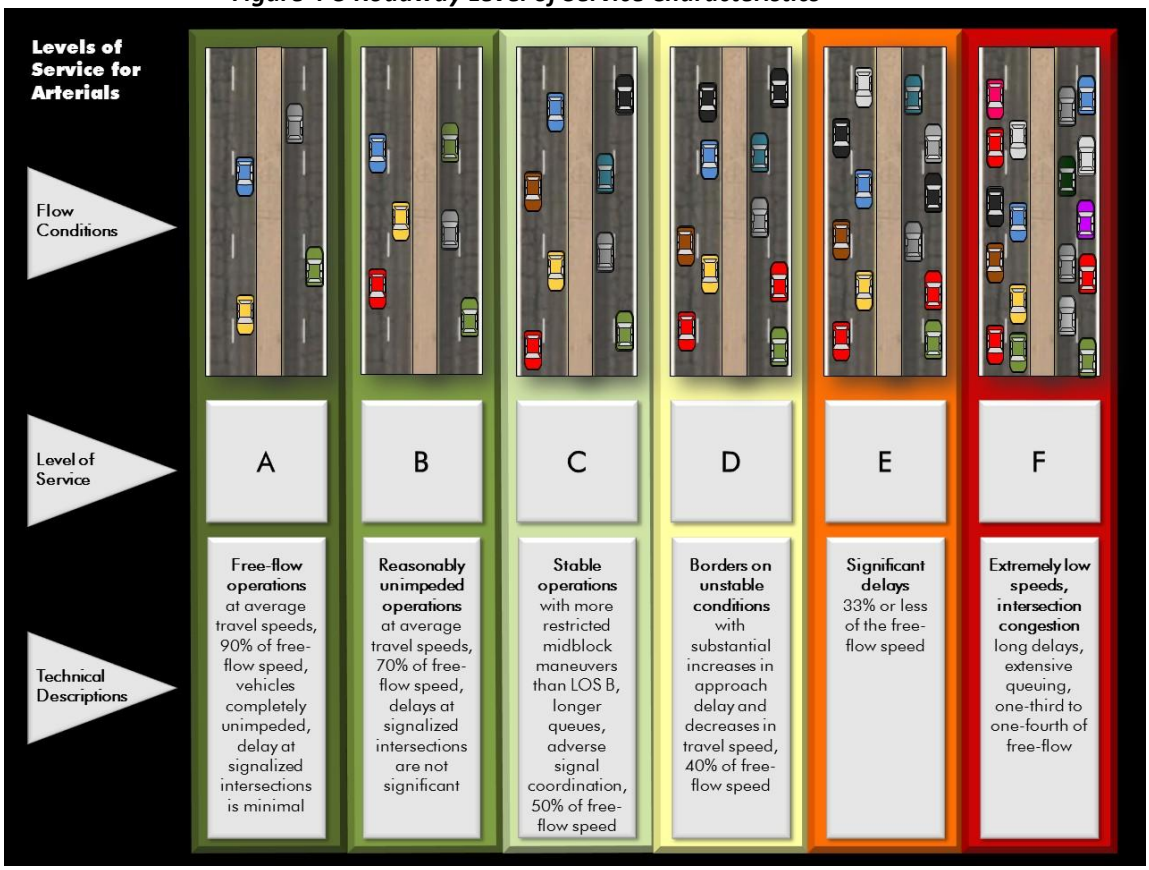
Figure 4-2 Existing Bicycle Network



Roadway Analysis Methodology

Consistent with both the previous transportation plan as well as industry standards, operational level of service (LOS) for roadway segments is determined by the combination of physical roadway characteristics and ADT volumes. ***Figure 4-3*** represents the performance of arterial roadways considered to operate at LOS A down to LOS F.

Figure 4-3 Roadway Level of Service Characteristics



Contributing roadway characteristics in determining LOS include physical features such as number of lanes, traffic flow, and signal spacing. Using these characteristics, roadway capacities are estimated which are used as a basis to determine volume thresholds for each LOS. ***Table 4.1*** below depicts the service volumes thresholds depicted in the Maricopa Association of Government's regional model for number of through lanes on a facility in urban areas. While roadway LOS provides a quantified performance measure, LOS is intended to be used as a guide in qualitative planning of roadway segment operation and network performance. Moreover, a roadway facility should also incorporate the ability of an arterial intersection to process the peak hour volume associated with the daily traffic

demand into its functional capacity. In effect, the thresholds identified in ***Table 4.1*** represent guiding values not standards.

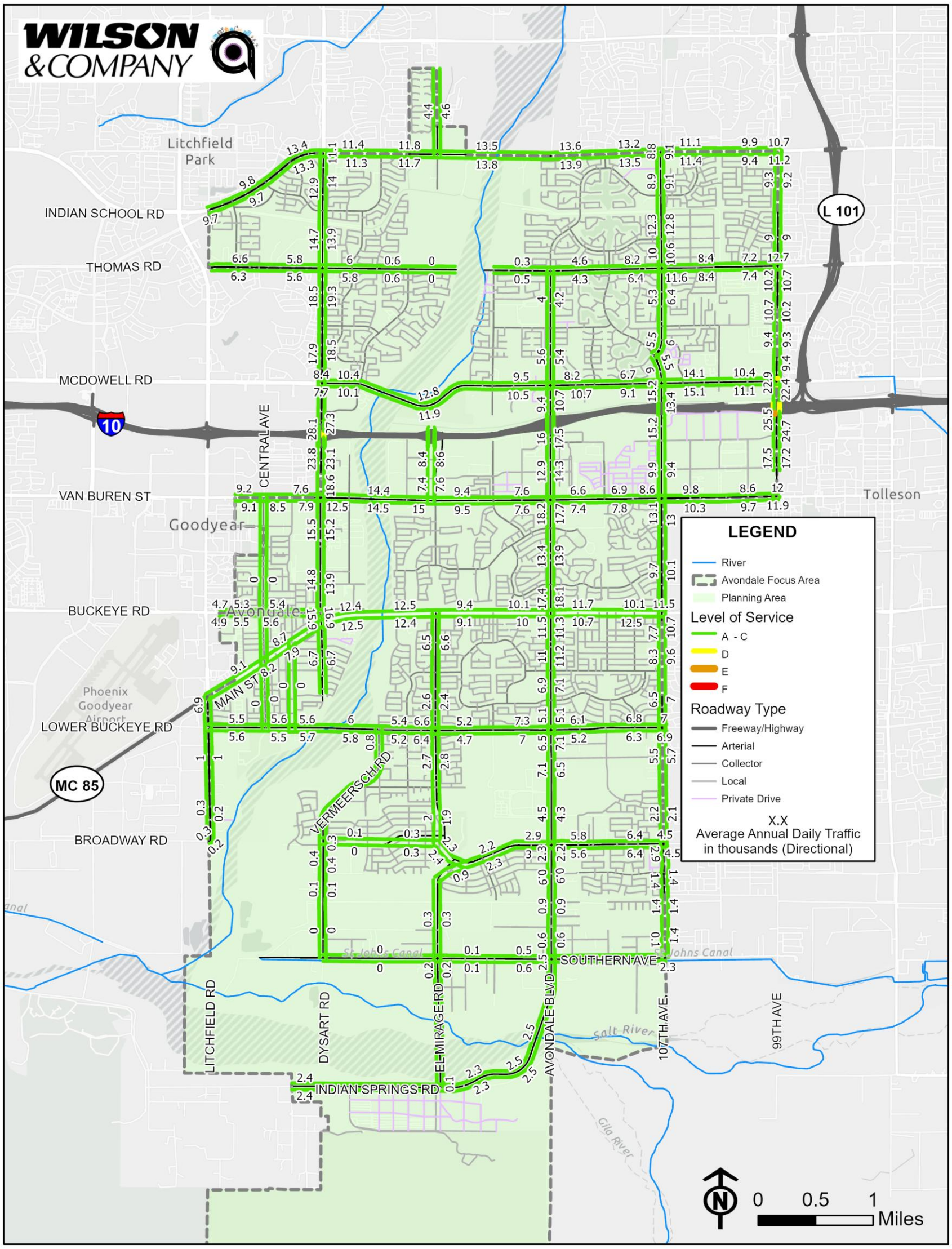
Table 4.1 Roadway Level of Service Thresholds

Roadway Class/Type	Total Number Through Lanes	Daily Volume Limit Yielding Shown Level of Service		
		A - C	D	E
Arterial	2	14,000	**21,100**	24,900
	4	27,700	**41,300**	49,200
	6	41,400	**62,000**	73,800
Collector	2	7,100	**10,700**	12,900
	4	14,500	**22,100**	26,300
Local	2	2,000	**2,600**	2,700

Source: Maricopa Association of Governments Regional Transportation Model (2023)

The LOS/volume thresholds take into account that roadways designated as arterials usually encompass a median two-way-left-turn lane. This center turn lane effectively increases the capacity of the roadway, regardless that the additional lane does not operate as a through lane. ***Figure 4-4*** presents the current Daily LOS for major roadways in the City's roadway network. The Daily LOS is based on a ratio of average daily traffic volumes to the capacity of the roadway throughout the entire day. This metric is used to help identify roadway segments that might experience high levels of congestion outside of the normal peak periods. Segments with a poor LOS tend to experience heavier traffic volumes than can be served on a frequent basis and should be considered for capacity improvements. The Daily LOS serves as one component of the Street Plan future recommendations process.

Figure 4-4 Existing Roadway Daily Level of Service

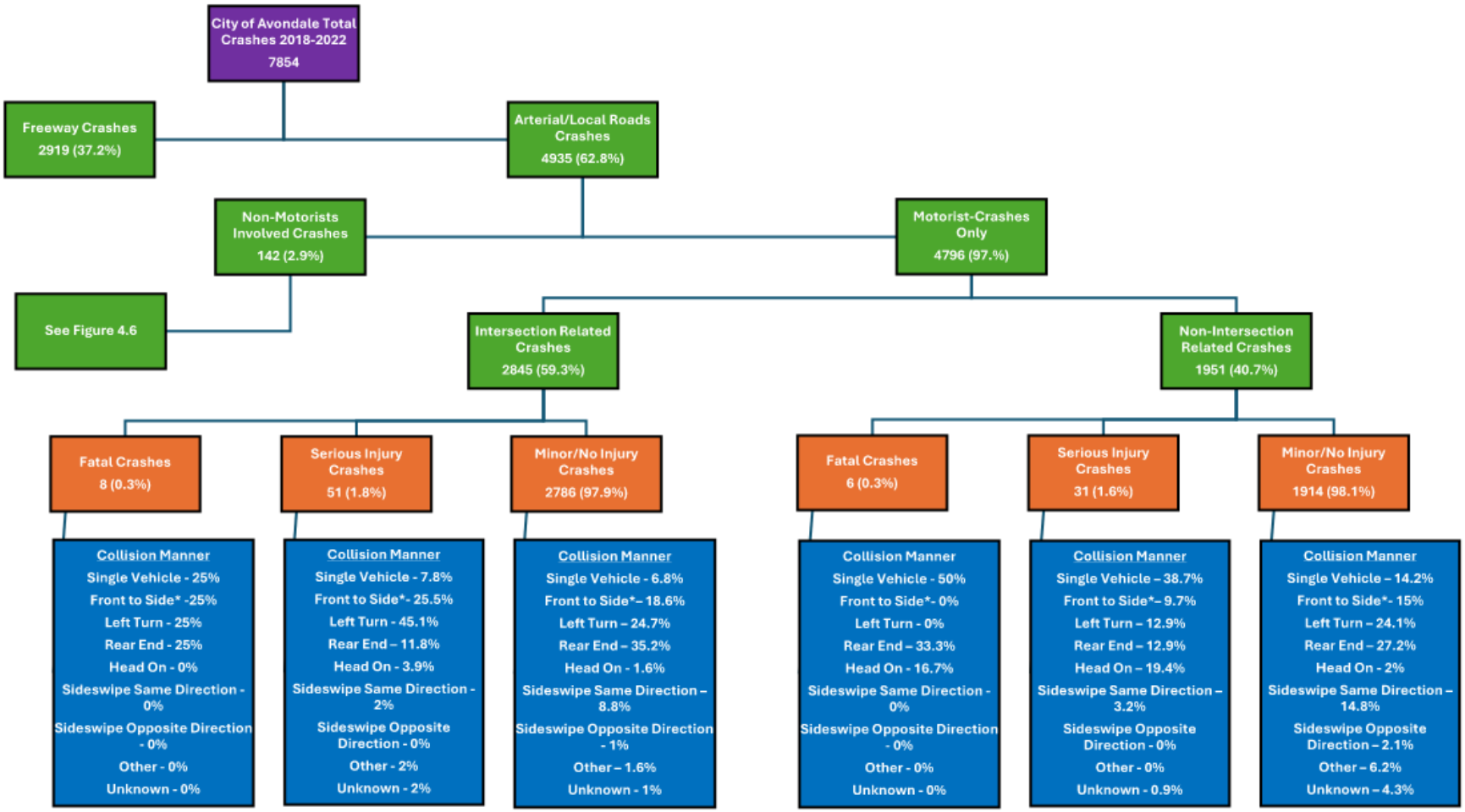


Safety Analysis

The City of Avondale published for the first time a Strategic Transportation Safety Plan (STSP) in 2016 in efforts to achieve the National Safety Performance Goal, "To achieve significant reduction in traffic fatalities and serious injuries on all public roads." The STSP was developed as a data driven and performance-based assessment that would serve as the foundation for establishing a local transportation safety vision. Consistent with the Federal Highway Administration's planning process, the plan also incorporates the four "E's" of safety: Engineering, Education, Enforcement, and Emergency Medical Services (EMS). Furthermore, the City's plan was coordinated with both Arizona's Strategic Highway Safety Plan (SHSP) and MAG's STSP to provide implementation recommendations that addresses transportation safety at the local level. The STSP presented an evaluation of the City's network. Based on severity levels and frequency of crashes, it identified priority intersections, roadway segments, summarized the total crashes by category, and provided implementation guidance to address identified action areas.

Since the 2017 Plan Update, there has not been an updated STSP. In an effort to highlight the state of safety throughout the City, crash data within the Avondale city limits was obtained from the Arizona Department of Transportation (ADOT) for the years 2018 – 2022. According to the crash data, the City of Avondale experienced 7,854 total crashes from the five-year period. Of the total crashes, 2,919 (or 37.2%) were freeway crashes (non-local) and the remaining 4,935 (or 62.8%) were arterial/local roads crashes. A detailed analysis of the crash data was conducted for the local incidents, not occurring on freeways, broken down by categories based on factors related to the crash events. ***Figure 4-5*** and ***Figure*** 4-6 present the breakdown of crashes including severity, collision manner, intersection-related, and crashes involving a non-motorist (pedestrian, cyclist, etc.).

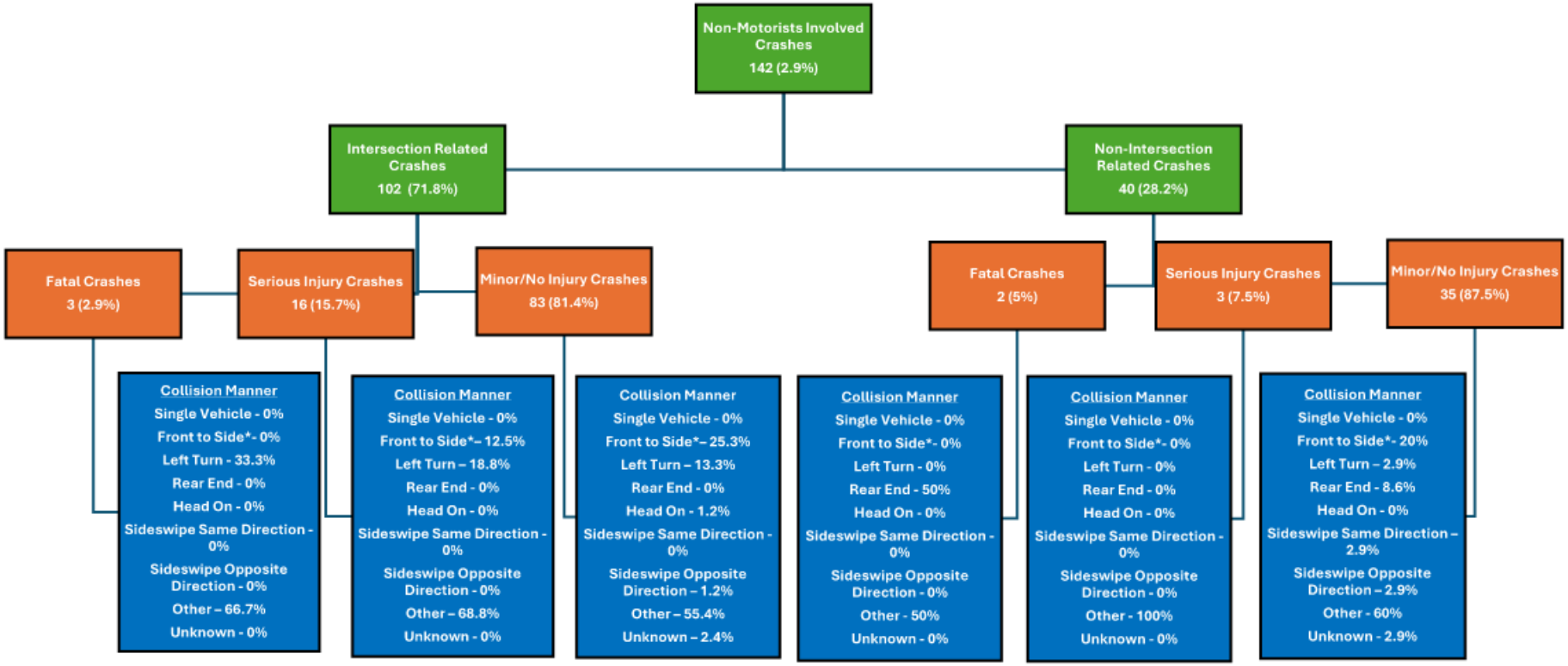
Figure 4-5 Crash Type Characteristics for Intersection-Related Crashes on Arterial and Local Roadways



*Front to Side crashes do not include left-turn crashes.

Source: ADOT Traffic Records, 2024

Figure 4-6 Crash Type Characteristics for Non-Intersection-Related Crashes on Arterial and Local Roadways



*Front to Side crashes do not include left-turn crashes.

Source: ADOT Traffic Records, 2024

High-Crash Intersection Locations

Referencing the ADOT five-year crash data, the top 6 intersections that experienced the highest annual frequency of crashes were identified, along with the corresponding total number of fatal and serious injury crashes per intersection summarized in ***Table 4.2***.

Table 4.2 Highest-Crash Intersections

Intersection	Crash Frequency per Year	# of Severe Crashes
Dysart Rd/McDowell Rd	31	3
Dysart Rd/Van Buren St	25.8	2
107th Ave/McDowell Rd	22.8	4
Dysart Rd/Indian School Rd	18	5
Avondale Blvd/Van Buren St	16.6	2
Dysart Rd/MC 85	14.2	2

Source: ADOT Traffic Records, 2024

High-Crash Roadway Segments

Previously identified in Technical Memorandum #5 of the STSP, Dysart and McDowell Road are top priority travel corridors. The ADOT crash data was utilized to determine the crash frequency along these corridors for this Plan Update to determine the state of the corridors. The summary of crash rates along these two corridors is presented in ***Table 4.3***.

Table 4.3 High-Crash Roadway Corridors

Corridor	Segment	Crash Rate	Roadway Classification
Dysart Road	Indian School Rd to Thomas Rd	1.46	Arterial
	Thomas Rd to McDowell Rd	2.06	Arterial
	McDowell Rd to Van Buren St	5.31	Within 1/2 mi of Interchange
	Van Buren St to Western Ave	3.23	Arterial
	Western Ave to Whyman Ave	6.73	Arterial
McDowell Road	Dysart Rd to Friendship Park	4.02	Arterial
	Friendship Park to Avondale Blvd	1.14	Arterial
	Avondale Blvd to 107th Ave	2.33	Arterial
	107th Ave to 101st Ave	3.72	Arterial
	101st Ave to 99th Ave	3.85	Within 1/2 mi of Interchange

Source: ADOT Traffic Records, 2024.

Safety Implementation Plan

As part of the Avondale STSP, an Implementation Plan was developed in coordination with the respective safety plans of other agencies (i.e., Arizona SHSP and MAG STSP) and is presented as a matrix in ***Table 4.4***, Safety Implementation Plan from Previous Strategic Transportation Safety Plan (2016). The Implementation Plan was prepared to identify appropriate strategies for addressing issues associated with intersections and roadway segments identified in ***Table 4.2*** and Table 4.3 High-Crash Roadway Corridors. The columns presenting cost information were carried over from the 2016 STSP and do not reflect updated cost estimations.

Future Travel Demand

For accuracy and overall consistency with other transportation agencies in Maricopa County, travel demand modeling efforts were managed by MAG using the organization's activity-based regional travel demand model, which encompasses all of Maricopa County and portions of Pinal County. Understanding the City's goals to maintain its future growth was key to customizing the MAG Regional TDM and ensuring it represented the City's vision for horizon years 2030 and 2050. The focus area of Avondale, spanning approximately 51 square miles, was divided into 50 Traffic Analysis Zones (TAZs), which allowed for a more detailed assessment of the transportation needs by specific areas of the City. ***Figure 4-7*** illustrates the TAZ structure by area defined for the City.

Travel Demand Modeling

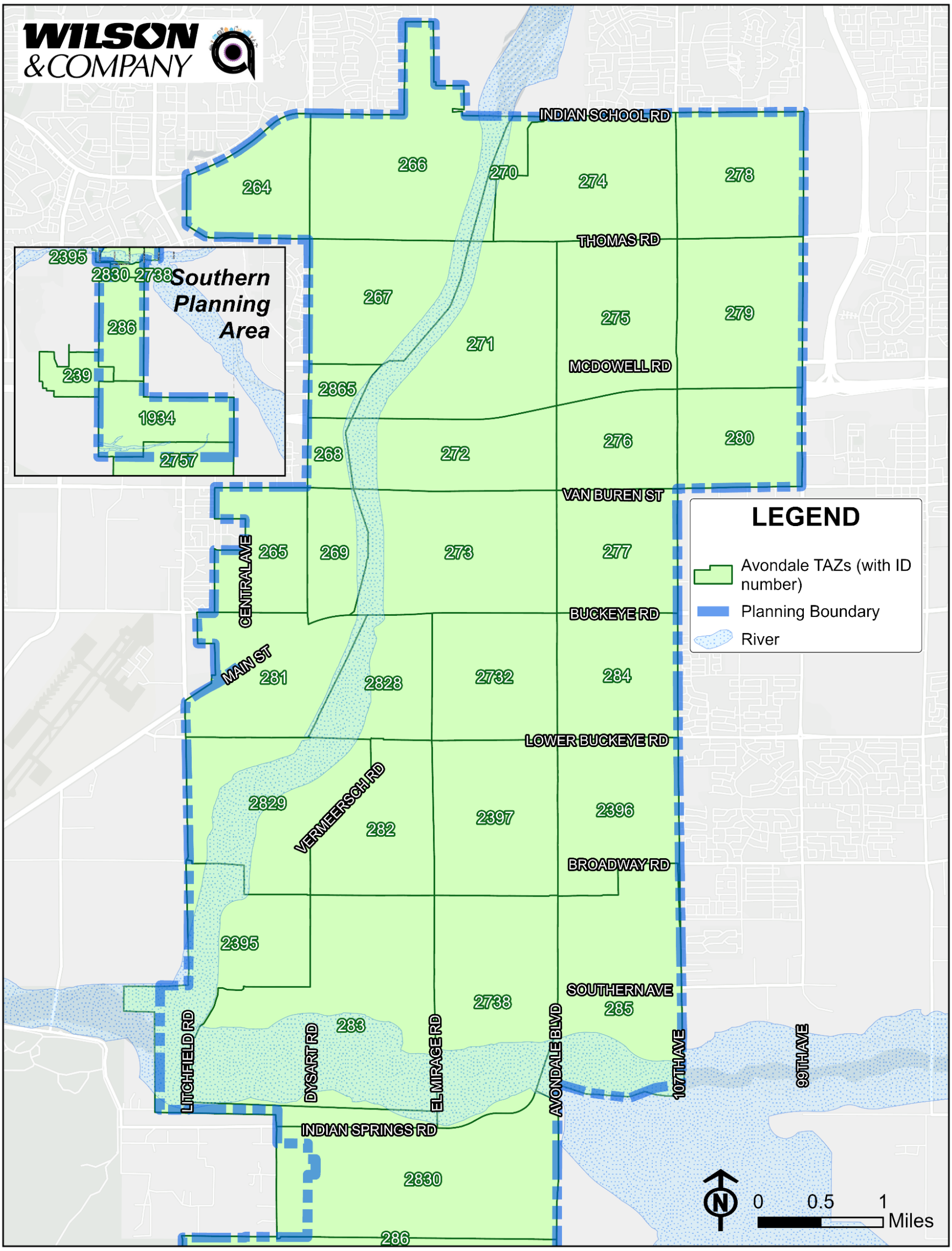
Travel demand modeling requires several inputs, including socioeconomic conditions (discussed in Chapter 3) disaggregated by TAZ, roadway network characteristics (such as lanes, speeds, and geometry), trip information (i.e., origin-destination pairing), and external trip inputs associated with origins and destinations outside the City. Basic outputs of the regional TDM runs included forecasted total volumes on each roadway segment for weekday traffic as well as volumes for each peak period during a typical weekday.

Table 4.4 Safety Implementation Plan from Previous Strategic Transportation Safety Plan (2016)

Action Area	E's Addressed		Strategies	Potential Funding Source	Documented Effectiveness*	Lead Department/Division	Cost (1000's)	Unit	Time Frame	Annualized Implementation Costs (1000's)
1.0 Reduce death and serious injuries from Speeding	Enforcement	1.1	Conduct enforcement in work and 15 mph school zones.	GOHS	HIGH	Avondale Police Department	$ 180	Per year	Short	$ 180
		1.2	Use targeted conventional speed enforcement.	GOHS	HIGH		$ 18	Per location	Short	$ 72
	Education	1.3	Utilize a multimedia approach to educate drivers.	Operating Budget	MED	Community Relations & Public Affairs	$ 5	Ea	Short	$ 5
		1.4	Conduct Public information campaign to support enforcement programs.	Operating Budget	MED		$ 3	Ea	Short	$ 3
	Engineering	1.5	Implement appropriate ITS technology for road safety.	CIP-New	MED	Development & Engineering Services	$ 50	Per year	Medium	$ 50
		1.6	Reinstate neighborhood traffic calming program to reduce speeds.	CIP-NTMP	HIGH		$ 40	Per year	Medium	$ 40
				Operating Budget			$ 22.5	Per year	Medium	$ 22.5
2.0 Reduce death and serious injuries from Distracted Driving	Enforcement	2.1	Improve data collection and reporting for distracted driving crashes.	-	-	Avondale Police Department	$ 0	Semi-annually	Medium	$ 0
	Education	2.2	Conduct aggressive public information campaigns to discourage all forms of distracted driving.	Operating Budget	MED	Community Relations & Public Affairs	$ 2.5	Ea	Medium	$ 2.5
		2.3	Incorporate information on distracted driving into education programs and materials for young drivers.	-	MED	Development & Engineering Services	$ 0	Per year	Short	$ 0
3.0 Reduce death and serious injuries related to Intersection Safety	Engineering	3.1	Optimize clearance intervals.	MAG TSOP Program	HIGH	Development & Engineering Services	$ 2	Ea intersection	Short	$ 10
		3.2	Provide/improve visibility for left-turning vehicles at intersections.	CIP-New	HIGH		$ 10	Ea intersection	Medium	$ 10
		3.3	Implement systemic improvements based on identifying characteristics of high risk locations.	HSIP	-		$ 250	Ea intersection	Medium	$ 50
	EMS	3.4	Implement emergency vehicle preemption.	CIP-Programmed	HIGH	Development & Engineering Services	$ 20	Ea intersection	Medium	$ 6
		3.5	Assess proper working condition of existing emergency vehicle pre-emption.	-	-		$ 0	Ea intersection	Short	$ 0
		3.6	Implement best practices for emergency vehicle pre-emption	-	-		$ 0	Per year	Medium	$ 0
4.0 Reduce death and serious injuries for Young Drivers	Education	4.1	Explore methods of promoting or implementing Safe Driving pledge campaigns.	-	-	Development & Engineering Services/ Community Relations & Public Affairs/ High Schools/ Community Colleges	$ 0	Ea	Short	$ 0
		4.2	Distribute information for driver education programs.	Operating Budget	LOW		$ 2.5	Ea	Long	$ 2.5
		4.3	Promote stronger parental/guardian education and engagement in the licensure process for young drivers.	Operating Budget	LOW	Community Relations & Public Affairs and DOEd/Avondale School Districts	$ 1	Ea	Long	$ 1
		4.4	Implement safe driving campaigns to target young drivers.	Operating Budget	HIGH	Community Relations & Public Affairs	$ 2.5	Ea	Medium	$ 2.5
5.0 Reduce death and serious injuries for Vulnerable Road Users - School Zone Users	Enforcement	5.1	Increase enforcement of existing laws designed to promote pedestrian safety.	GOHS	MED	Avondale Police Department	$ 50	Per year	Short	$ 50
	Education	5.2	Initiate the City's Safe Routes to School Program.	CIP-Local Match	MED	Development & Engineering Services	$ 1.14	Per school	Medium	$ 4.56
	Engineering	5.3	Optimize signal operation during school hours.	MAG TSOP Program	MED	Development & Engineering Services	$ 2	ea.	Medium	$ 3

* Effectiveness of the strategies is based on the "Countermeasures That Work" NHTSA report and the NCHRP 500 Series reports where this information was available.

Figure 4-7 Transportation Analysis Zones



Activity-Based Modeling and Forecasting Methods

The MAG Regional activity-based TDM, was implemented for the City's purposes as the most suitable tool for projecting future travel patterns on a local level with consideration given to changes in regional connectivity. The TDM is based on the Coordinated Travel Regional Activity-Based Modeling Platform (CT-RAMP), for full details regarding the MAG model, refer to the MAG CT-RAMP Activity-Based Model (ABM) Design and Development Plan.

Future Roadway Network Analysis

The 2030 and 2050 horizon networks were analyzed with the aforementioned land use and socioeconomic projections, respectively, and included various regional assumptions and local improvements as directed by the City to provide a baseline traffic forecast. Using the baseline traffic forecasts an evaluation of the future conditions was used to recommend local improvement projects and coordinate the future implementation schedule.

2030 Baseline

The 2030 baseline roadway network was analyzed with the following regional and local assumptions:

Regional improvements –

- Interim SR-30, utilizing the Southern Avenue alignment, would be in place with an at-grade intersection at Avondale Boulevard.
- Widening of Loop 101 freeways would be accomplished.

Local Improvements –

- Extension of Dysart Road to Lower Buckeye Road.
- Widening of Lower Buckeye Road is assumed to be completed by 2030.

In addition to these key assumptions, an additional network connectivity scenario was tested for the 2030 baseline year which included a new crossing of the Agua Fria River at Thomas Road.

2050 Baseline

The 2050 baseline roadway network was analyzed with all of the 2030 assumptions and the following regional and local assumptions:

Regional improvements –

- SR-30 freeway would be in place with three interchanges at Dysart Road, Avondale Boulevard, and 107th Avenue, a grade separation at El Mirage Road, and Southern Avenue would be designated as a Frontage Road.

The 2050 baseline analysis included the same network scenario testing as described previously for 2030, involving the construction of a 4-lane Thomas Road bridge crossing the Agua Fria River and constructing continuous roadway lane facilities along the alignment.

Using the baseline model run results, traffic volumes were contrasted against the corresponding roadway capacities to identify anticipated segment-level deficiencies generally characterized by traffic congestion and travel time delay in years 2030 and 2050. Then the identified roadway deficiencies were used to guide project recommendations for both horizon years which were compiled into modified horizon networks and analyzed using the TDM for scenario run testing. Iterations of this process were completed to reach the preferred street networks used to recommend improvements in 2030 and 2050.

Maps of the daily traffic and typical network LOS operations for the 2030 and 2050 preferred street networks are presented in ***Figure 4-8*** and ***Figure 4-9***.

The LOS analyses indicate that the future roadway network will generally accommodate forecasted traffic volumes. However, specific segments, as listed below, require close monitoring due to potential congestion or performance issues that could impact overall traffic flow.

2030

Litchfield Road:

- **MC 85 to Lower Buckeye Road**: LOS F

2050

Dysart Road:

- **Western Avenue to Buckeye Road**: LOS E

El Mirage:

- **Broadway Road to Wier Avenue**: LOS E

As seen in ***Figure 4.8***, Litchfield Road is anticipated to carry traffic over capacity, performing at LOS F, assuming it remains a 2-lane collector. Similarly, ***Figure 4-9*** shows that the modeled roadway network for 2050 is anticipated to accommodate the daily forecasted traffic; however, segments on Dysart Road and El Mirage Road are projected to operate with traffic near capacity, performing at LOS E. As development and traffic levels increase from 2030 into 2050, it's generally expected that traffic conditions deteriorate due to population growth, which is also exemplified when comparing ***Figures 4.8*** and ***4.9***. Lane expansion improvements, while effective for increasing capacity, are limited to constraints including right-of-way and feasibility. It is unrealistic to simply continue to add lanes to relieve congestion. It should be noted that the roadways anticipated to operate at LOS E or worse in the study area face right-of-way constraints that limit the potential for expansion. To alleviate adverse traffic conditions, intersection characteristics such as turning lanes and signal timing at intersections along these roadways should be studied for traffic flow accommodations.

In an effort to prioritize roadway capacity improvement projects, both 2030 and 2050 model outputs were used to evaluate the future travel demand using the existing roadway capacities. This method of evaluation highlights roadway segments that are anticipated to operate with greater congestion if the facility remains unimproved through the future analysis year (2030 or 2050). Based on the results of this evaluation, roadway segments can be prioritized by the year they are anticipated to reach capacity. The recommended phased street plan is developed based on the prioritization of these roadway evaluations.

Figure 4-8 Year 2030 Daily Roadway Level of Service

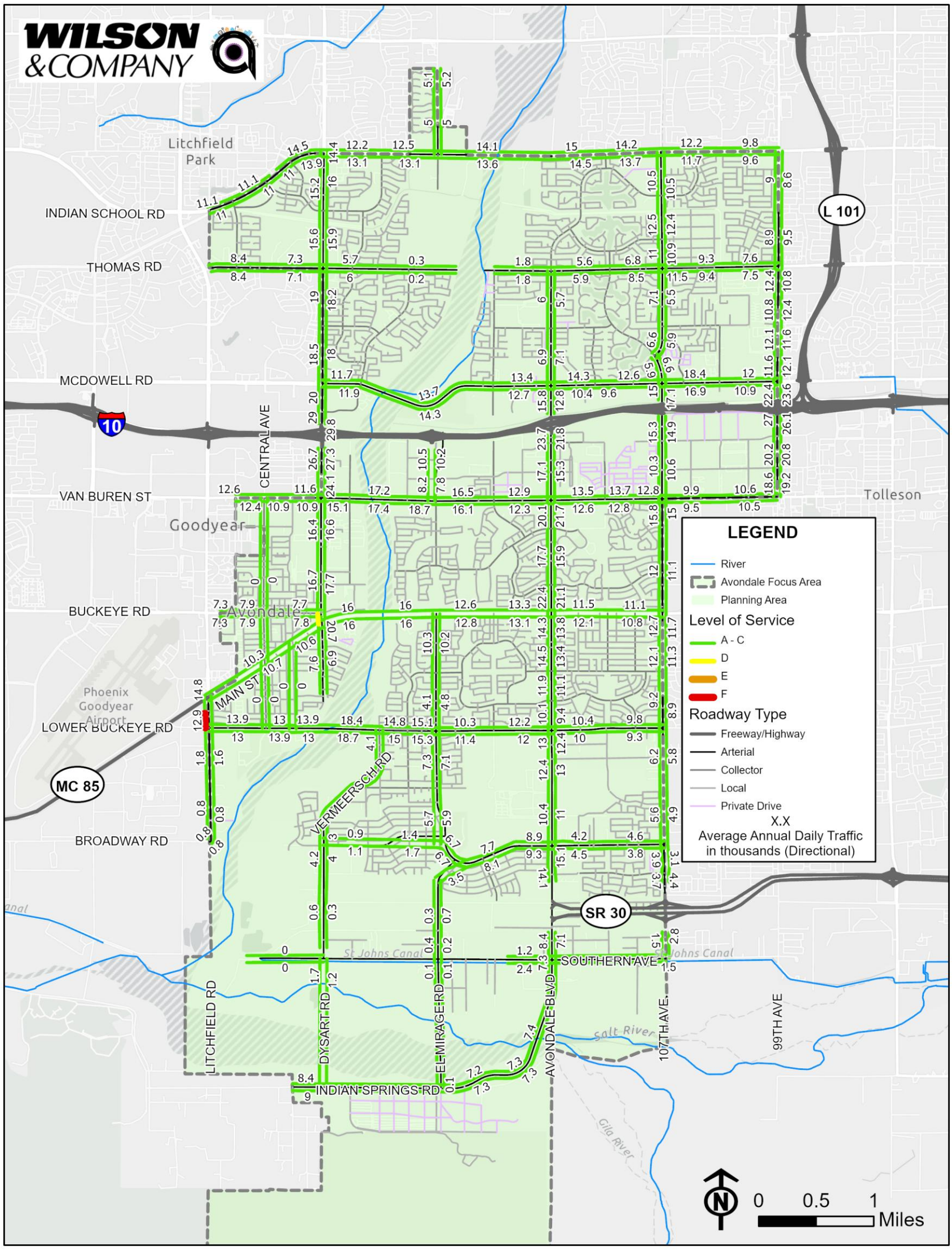
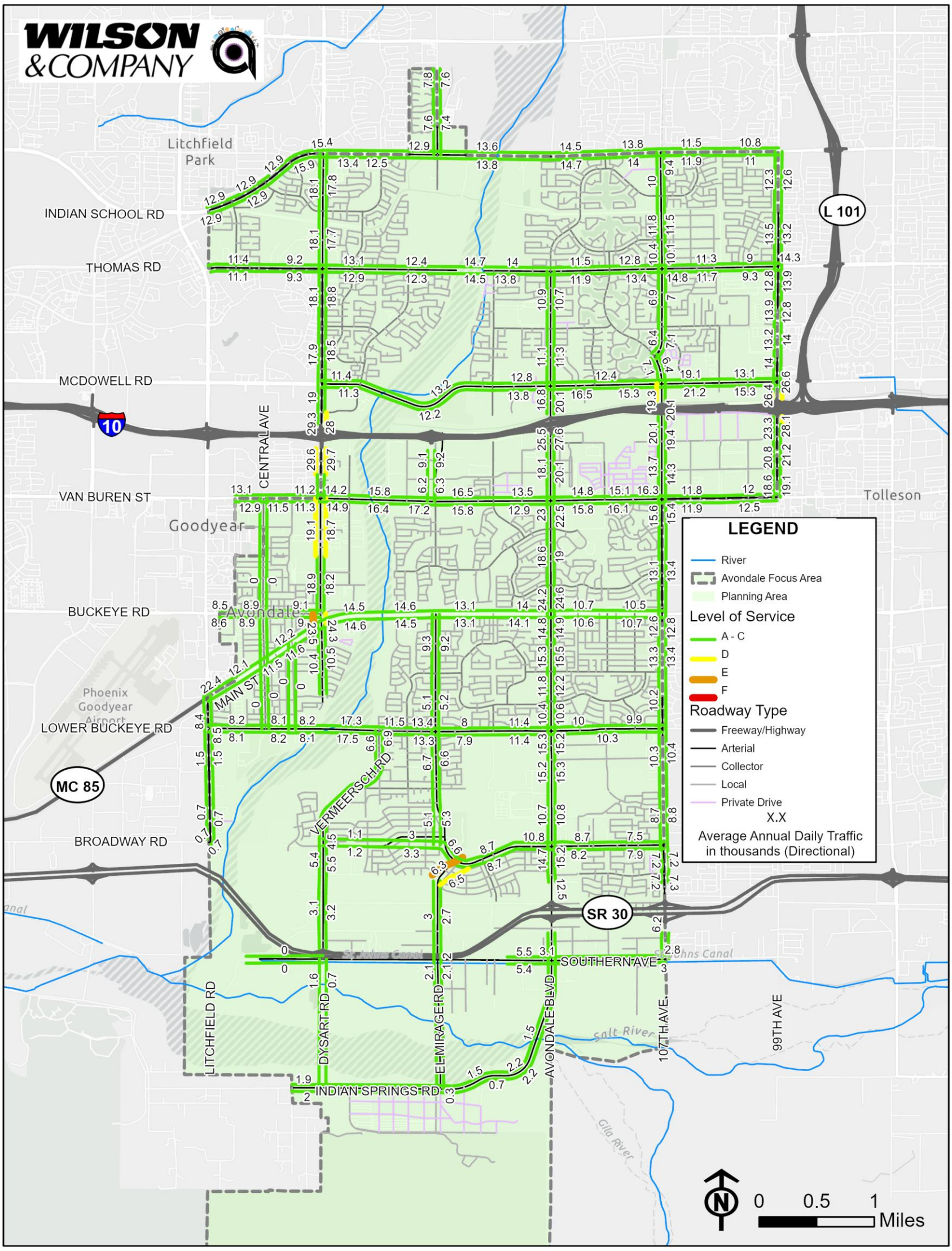


Figure 4-9 Year 2050 Daily Roadway Level of Service



In addition to average daily traffic considerations, roadways are typically designed to accommodate the peak period where traffic demand is greatest. To identify roadway segments with the greatest concern for future congestion, peak traffic conditions were analyzed to determine the LOS rating across morning, midday, evening, and nighttime periods for both 2030 and 2050. This approach highlights where traffic flow will be most constrained at any point during the day, offering a comprehensive view that provides insight into network deficiencies beyond the typical AM and PM peak periods. The 2030 and 2050 maximum (or "Peak") LOS results are presented in ***Figures 4.10*** and ***4.11***, respectively.

The 2030 and 2050 peak LOS maps highlight key corridors where traffic demand is expected to be the highest throughout the day, representing segments that are either operating at capacity (LOS E) or projected to operate with failing conditions (LOS F), characterized by significant congestion and excessive travel time delays. Many of the segments with peak hour performance deficiencies are built out to the right-of-way limits. These maps emphasize the need for a proactive approach beyond capacity improvements that consider a broader set of strategies to manage future demand efficiently.

Strategic solutions should include monitoring key corridors, studying potential enhancements to transit services, developing mobility hubs, optimizing traffic intersections/access management, and applying smart development principles. By implementing a multimodal approach that incorporates innovative transportation solutions and smart technology, the City can more effectively manage future growth and ensure long-term mobility and accessibility.

The following lists identify the segment's operating at- or overcapacity (LOS E and LOS F, respectively). These segments should be monitored in the future for potential improvements and future mitigation strategies.

2030:

At-Capacity Segments (LOS E):

- Southbound Dysart Road from McDowell Road to I-10
- Northbound Fairway Drive from Van Buren Street to I-10
- Southbound Avondale Boulevard from Broadway Road to SR 30
- Northbound 99th Avenue from I-10 to McDowell Road
- Eastbound Lower Buckeye Road from Dysart Road to 127th Avenue
- Eastbound Indian Springs Road from Dysart Road to El Mirage Road

Overcapacity (Failing) Segments (LOS F):

- Southbound Litchfield Road from MC 85 to Lower Buckeye Road
- Northbound Dysart Road from I-10 to McDowell
- Dysart Road from Western Avenue to Buckeye Road (both directions)
- Southbound Fairway Drive from I-10 to Van Burent Street
- Indian Springs Road west of Dysart Road (both directions)

2050:

At-Capacity Segments (LOS E):

- Northbound Dysart Road from north of Thomas Road Indian School Road
- Northbound Dysart Road from Buckeye Road to I-10
- Southbound Avondale Boulevard from I-10 to Van Buren Street
- 99th Avenue (multiple segments from Thomas Road to I-10)
- Eastbound Van Buren Street from Dysart to Fairway Drive
- Eastbound Van Buren Street from 107th Avenue to 99th Avenue

Overcapacity (Failing) Segments (LOS F):

- Dysart Road (multiple segments from McDowell to Buckeye Road)
- Fairway Drive from I-10 to Van Buren Street (both directions)
- El Mirage Road from Broadway Road to Wier Avenue (both directions)
- 107th Avenue from McDowell Road to I-10 (both directions)
- 99th Avenue (multiple segments from McDowell Road to Van Buren Street)
- Westbound Van Buren Street from Fairway Drive to Dysart Road

Figure 4-10: Year 2030 Peak Hour Level of Service

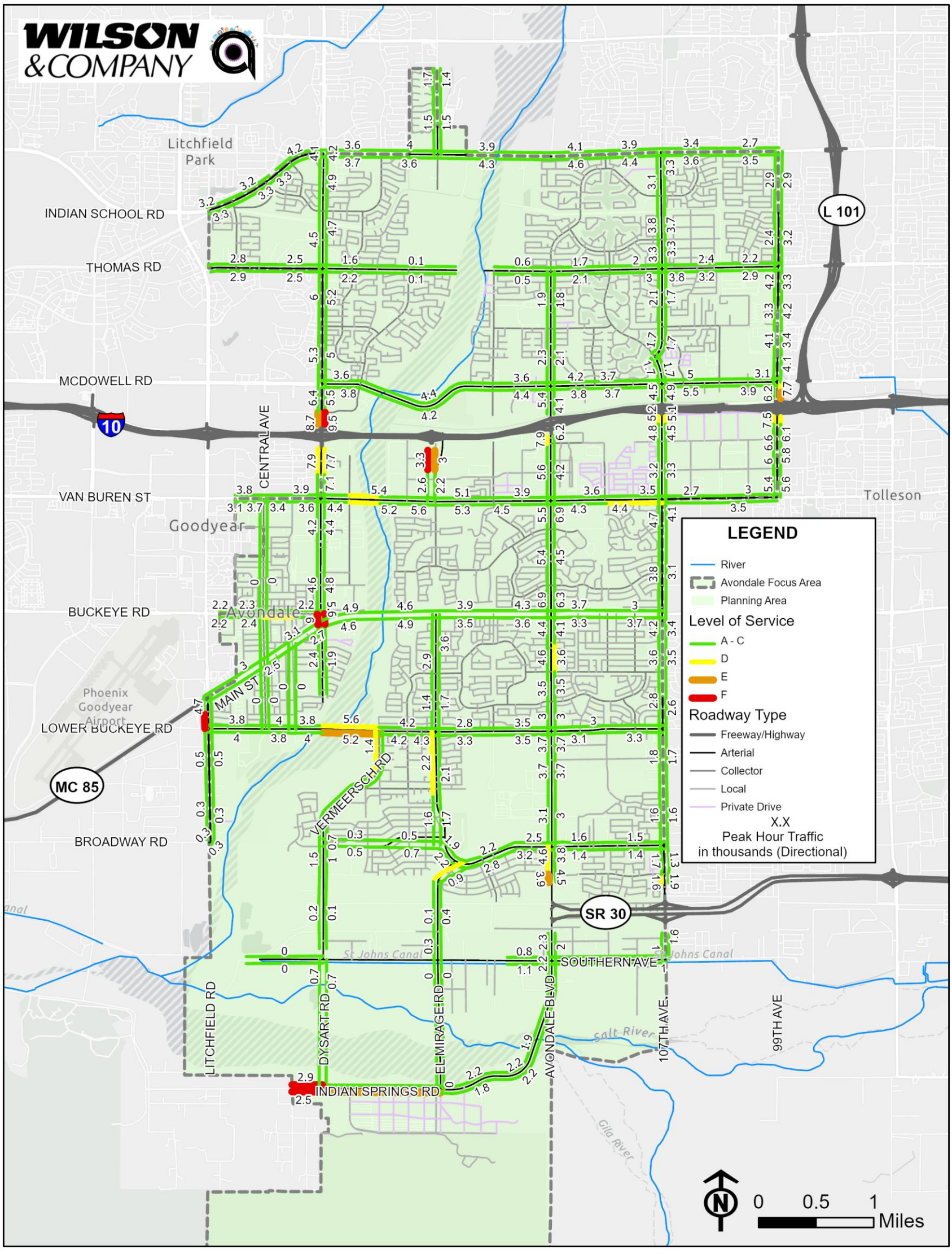
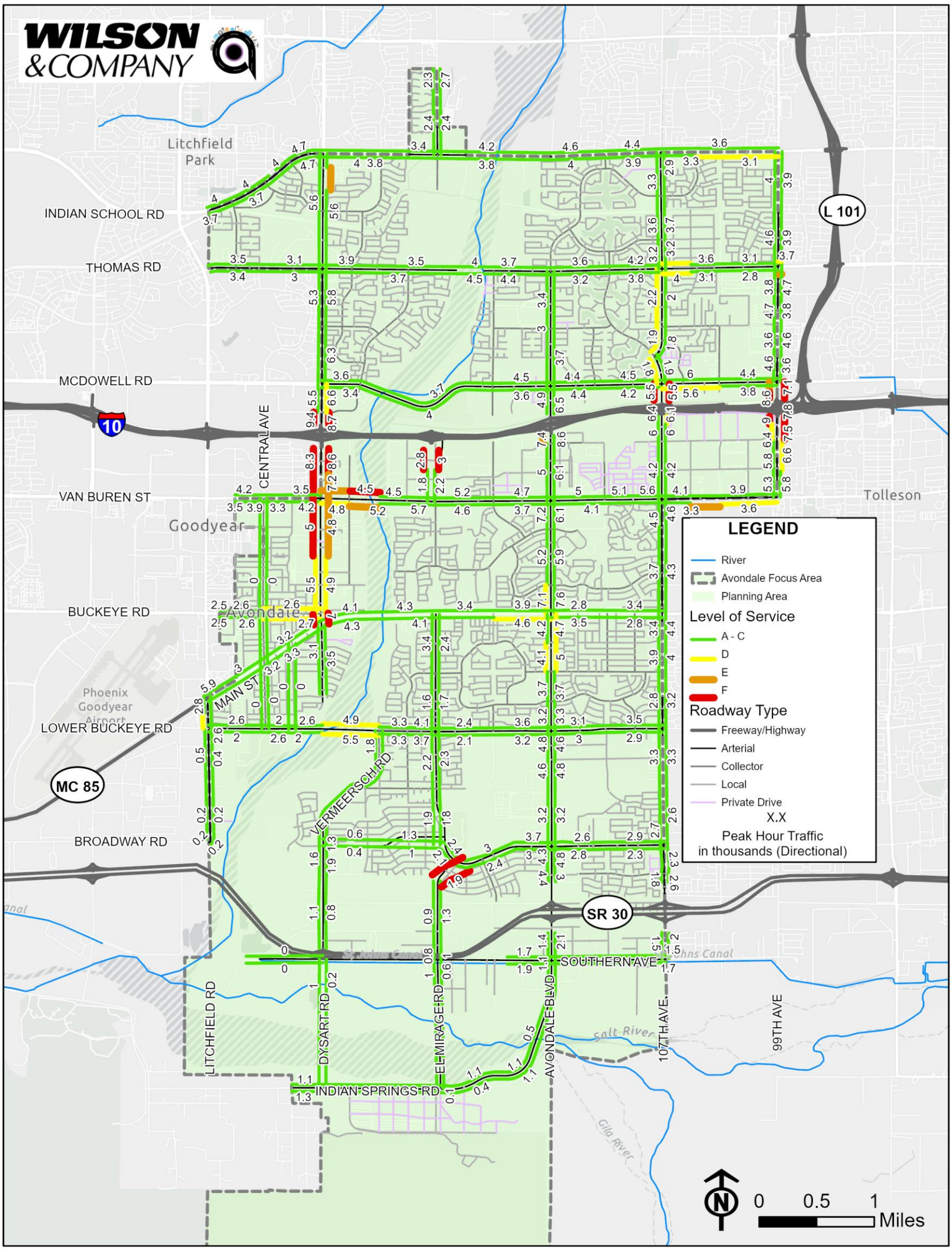


Figure 4-11: Year 2050 Peak Hour Level of Service



Recommended Roadway Improvement Projects

The following two sections identify the specific roadway system improvement projects that need to be accomplished in the future to assure the City a roadway network that provides an acceptable LOS.

Roadway Improvement Projects for 2030

From the analyses conducted for the 2030 horizon year, improvements outlined in this section represent recommended projects that should be prioritized, committed, and implemented by the year 2030 in order to maintain adequate LOS on identified roadway segments. The following recommended projects are organized by location (not order of significance) and are depicted in ***Figure 4-12***.

East – West Corridors

- *Lower Buckeye Road – Litchfield Road to 107th Avenue: bridge/roadway expansion to 4-lanes*
- *Southern Avenue – 119th Avenue to 107th Avenue: roadway expansion to 4-lanes*
- *Van Buren Street – Links Drive to Avondale Boulevard: roadway expansion to 6-lanes*

North – South Corridors

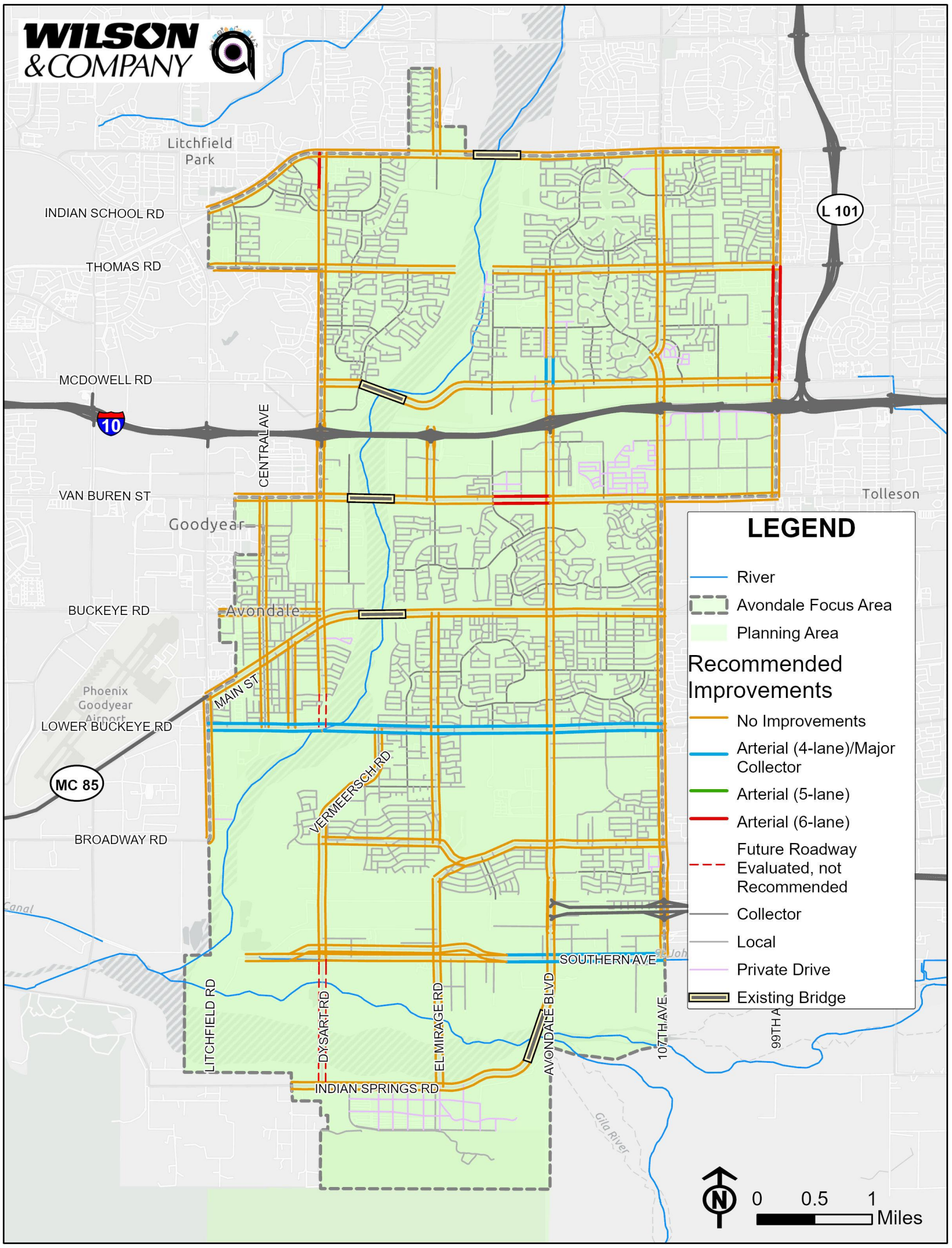
- *Dysart Road – Indian School Road to south of Plaza Circle: roadway expansion to 6-lanes*
- *Avondale Boulevard – Palm Lane to McDowell Road: roadway expansion to 4-lanes in southbound direction*
- *99th Avenue –Thomas Road to McDowell Road: roadway expansion to 6-lanes*

Worth noting is that the network scenario analysis indicated that the current crossings of the Agua Fria River at McDowell Road and Indian School Road are adequate to address travel demand through Year 2030 north of I-10. In addition, a single 4-lane bridge crossing of the Agua Fria River south of I-10 at Buckeye Road is also sufficient. A new river crossing at Dysart Road is not required to accommodate Year 2030 travel demand.

Additional capacity improvement efforts (specific to intersection operations) are recommended below, per the City traffic signal optimization study effort, also referred to as the Dysart TSOP:

1. Van Buren Street/Dysart Road
2. I-10/Dysart Road
3. Dysart Road/McDowell Road
4. Rancho Santa Fe/Dysart Road

Figure 4-12 Recommended Roadway Improvement Projects through Year 2030



Roadway Improvement Projects for 2050

From the analyses conducted for the 2050 horizon year, the improvements outlined in this section represent recommended projects that should be prioritized, committed, and implemented by the year 2050 in order to maintain adequate LOS on identified roadway segments. The following recommended projects are organized by location (not order of significance) and are depicted in ***Figure 4-13***.

East – West Corridors

- *Thomas Road –Rancho Santa Fe Boulevard to 107th Avenue: roadway expansion to 4-lanes*[3]
- *Thomas Road – 122nd Avenue to 127th Avenue: new 4-lane bridge*
- *McDowell Road – 117th Avenue to Avondale Boulevard: roadway expansion to 6-lanes*
- *Van Buren Street – Dysart Road to 99th Avenue: expansion of segments for continuous 6-lane roadway*
- *Broadway Road – Dysart Road to El Mirage Road: roadway expansion to 4-lanes in westbound direction*
- *Broadway Road – Approximately one-quarter mile west of Avondale Boulevard to 107th Avenue: roadway expansion to 4-lanes*
- *Indian Springs Road – City limits to El Mirage Road: roadway expansion to 4-lanes*

North – South Corridors

- *Dysart Road – Buckeye Road to Lower Buckeye Road: roadway expansion to 4-lanes*
- *Dysart Road – SR-30 to Indian Springs Road: new 4-lane bridge*
- *El Mirage Road – City limits to Indian School Road: roadway expansion to 4-lanes*
- *El Mirage Road – Durango Street to Indian Springs Road: roadway expansion to 4-lanes*
- *Avondale Boulevard – McDowell Road to I-10: roadway expansion to 6-lanes in southbound direction*
- *Avondale Boulevard – Lower Buckeye Road to proposed bridge river crossing: roadway expansion to 6-lanes*
- *107th Avenue – I-10 to Van Buren Street: roadway expansion to 6-lanes*
- *107th Avenue – Lower Buckeye Road to Southern Avenue: roadway expansion to 4-lanes*
- *99th Avenue – Indian School Road to Thomas Road: roadway expansion to 6-lanes*
- *Dysart Road – segments north of E. Riley Drive are not currently identified for facility type upgrades or improvements however should be considered for roadway expansion to 6-lanes should the opportunity to expand the segments arise.*

Worth noting is the network scenario analysis indicated that the current crossings of the Agua Fria River at McDowell Road and Indian School Road will not adequately address travel demand through year 2050 without the construction of the Thomas Road Bridge. With the crossing of the river at Thomas Road, traffic is anticipated to disperse among Indian School Road, Thomas Road, and McDowell Road, alleviating the congestion at Indian School Road and McDowell Road. Due to existing developments in the vicinity, to facilitate the widening of Thomas Road between Avondale Boulevard and 107th Avenue, right-of-way acquisition would be required. The current recommendation for

[3] Upgrading Thomas Road to a 4-lane roadway from *Rancho Santa Fe Boulevard to 107th Avenue* will require additional right-of-way.

Dysart Road includes maintaining four lanes south of Van Buren Street. However, the section north of Riley Drive would benefit from expansion to six lanes. Therefore, if given the opportunity to expand Dysart Road to six lanes, it is recommended that the City explore such an option.

Recommended Street System

Incorporating the recommended improvements identified for the 2030 and 2050 horizon years will produce a street system that is optimized for the areas with the highest projected socioeconomic growth per square mile and still provide adequate access and connectivity to complement the City's future land use objectives. The recommended facility types for the future roadway network provides the framework for the street plan[4], which should reflect the City's future travel demand, as determined by analyses described in this chapter. Recommended facility type designations for both 2030 and 2050 horizon years are shown in ***Figure 4-14*** and ***Figure 4-15***, respectively. Standard cross-sections for each facility type are in ***Figure 4-16***.

In the less developed portions of the MPA, particularly in the area south of Lower Buckeye Road, the facility type and alignments associated with the recommended network are conceptual and intended to show desired network capacity and circulation to accommodate future growth. As more specificity occurs regarding the proposed developments in these growing areas, refinements to the network may be required. The recommendations set forth in the plan update do not preclude modifications to the depicted network that may result from further detailed assessments associated with future PAD applications. Accordingly, modifications to the network contained in approved PAD documents will be deemed incorporated by reference into the plan.

While the street system is an integral part of the transportation network, roadways should be constructed to accommodate all travel modes, including bicycle, pedestrian, and transit, in addition to the automobile. Additional roadway cross-sections focusing on multimodal street components are provided in The BLVD Specific Plan (referred to as The BLVD), a plan defining the pedestrian-oriented district in Avondale. Subsequent chapters of this transportation plan provide guidance for other methods to develop an optimal, fully integrated transportation system in the City of Avondale through implementation of a bicycle plan, transit plan, and ITS infrastructure plan.

[4] Recommendations regarding the street plan framework focused on facility-type, number of lanes, street cross-section continuity, and roadway connectivity for planning purposes. Detailed assessments on facility alignments, including bridge alignments, were not conducted and conceptualized alignments shown in future roadway network maps are not final and subject to change.

Figure 4-13 Recommended Roadway Improvement Projects through Year 2050

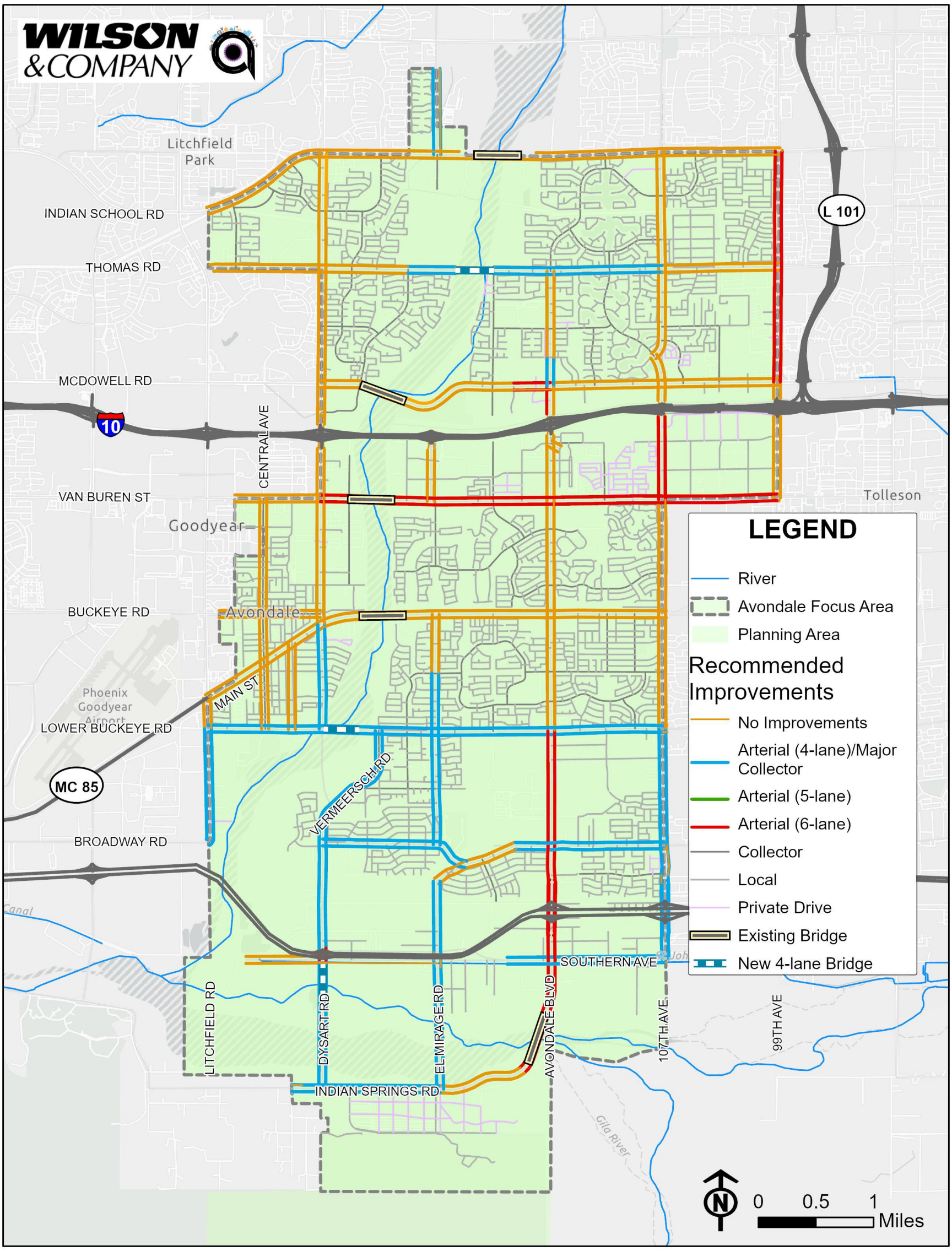


Figure 4-14 Recommended Year 2030 Roadway Plan

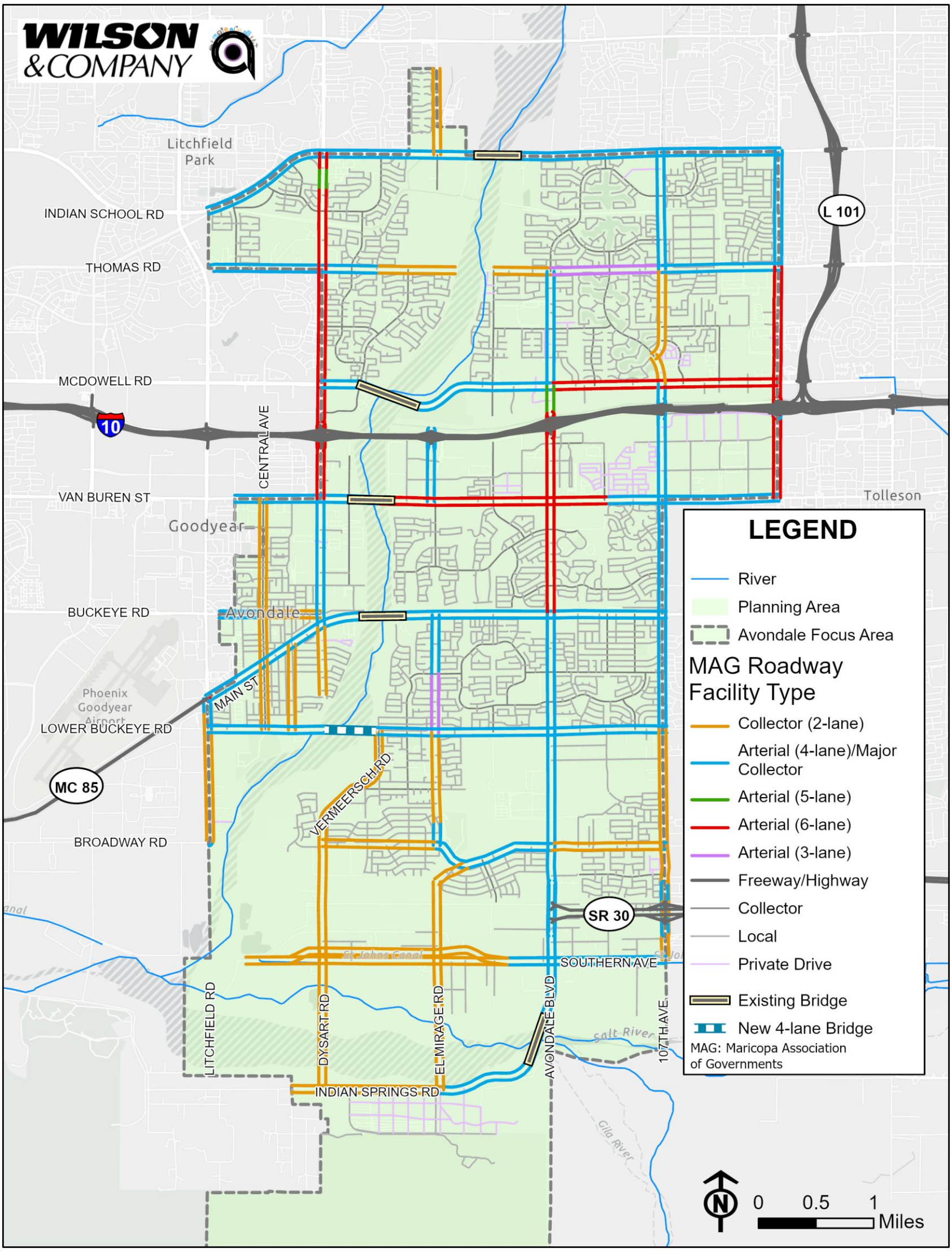


Figure 4-15 Recommended Year 2050 Roadway Plan

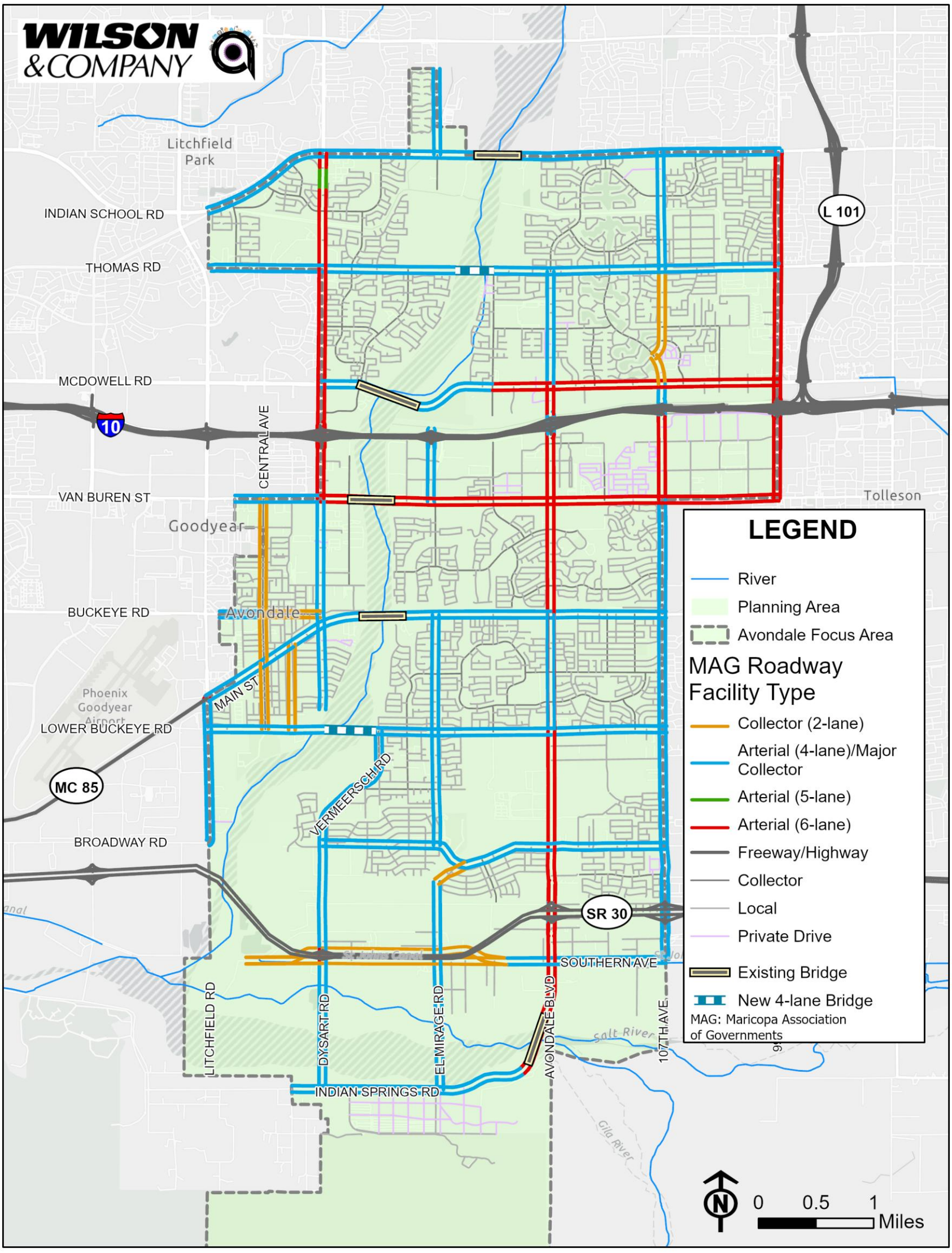
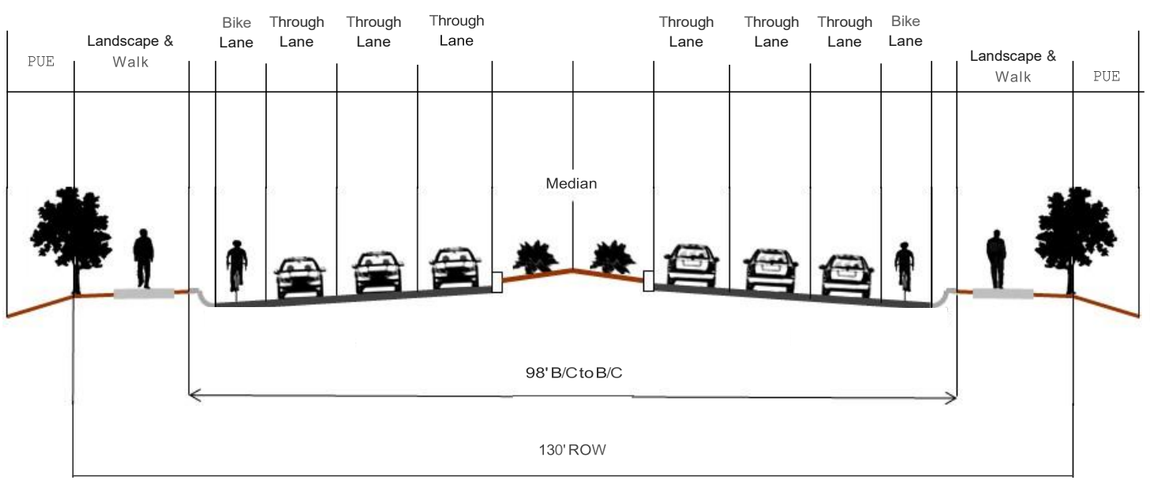
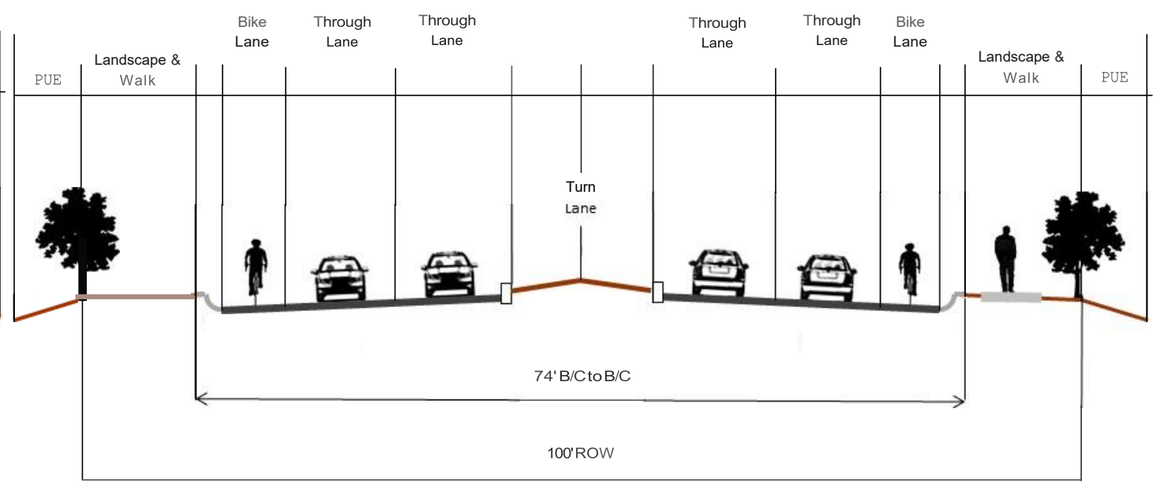


Figure 4-16 Roadway Cross-Sections

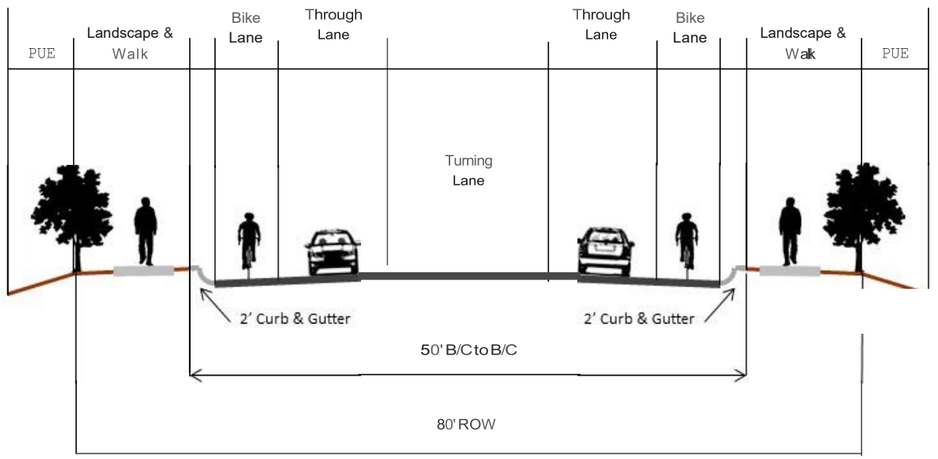
6-Lane Arterial - 130' Right of Way



Minor Arterial - 100' Right of Way



Collector – 80' Right of Way



Truck Routes

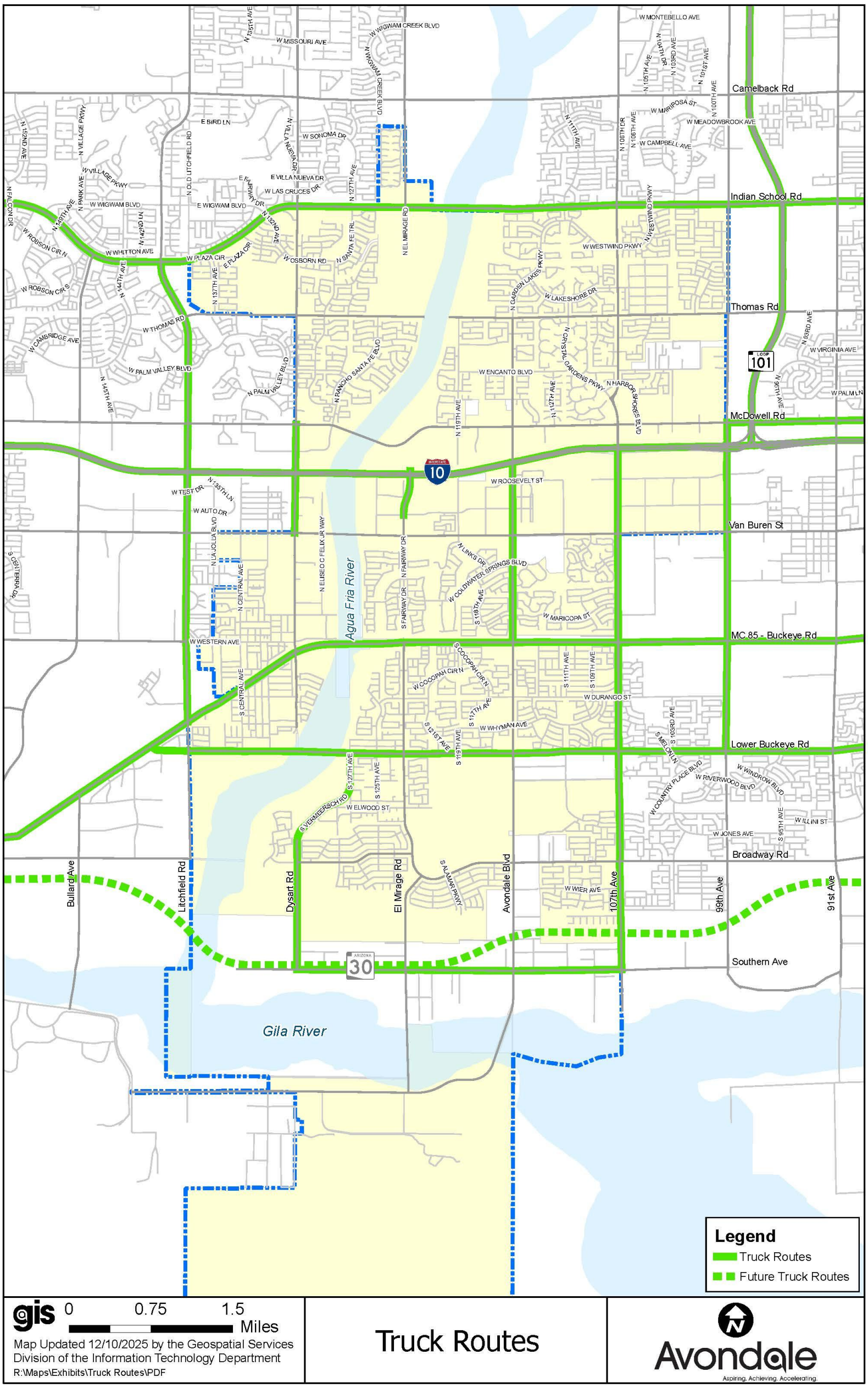
As previously discussed, Section 28-1106 relating to the truck route designation was amended via SB 1097. To help meet the objective of the City of Avondale to identify roadway segments with considerations relating to truck traffic, this Plan Update identifies truck routes directed by the City which highlight roadway facilities the City considered suitable for truck traffic.

The presence of existing truck traffic in the City falls into two categories:

1. Commercial delivery trucks transporting freight orders to local businesses within the City, or
2. Heavy trucks generated by the mining/warehousing/industrial business focused along the Agua Fria and Salt Rivers.

This Plan identifies City of Avondale truck routes in ***Figure 4-17*** classified by existing and future facilities.

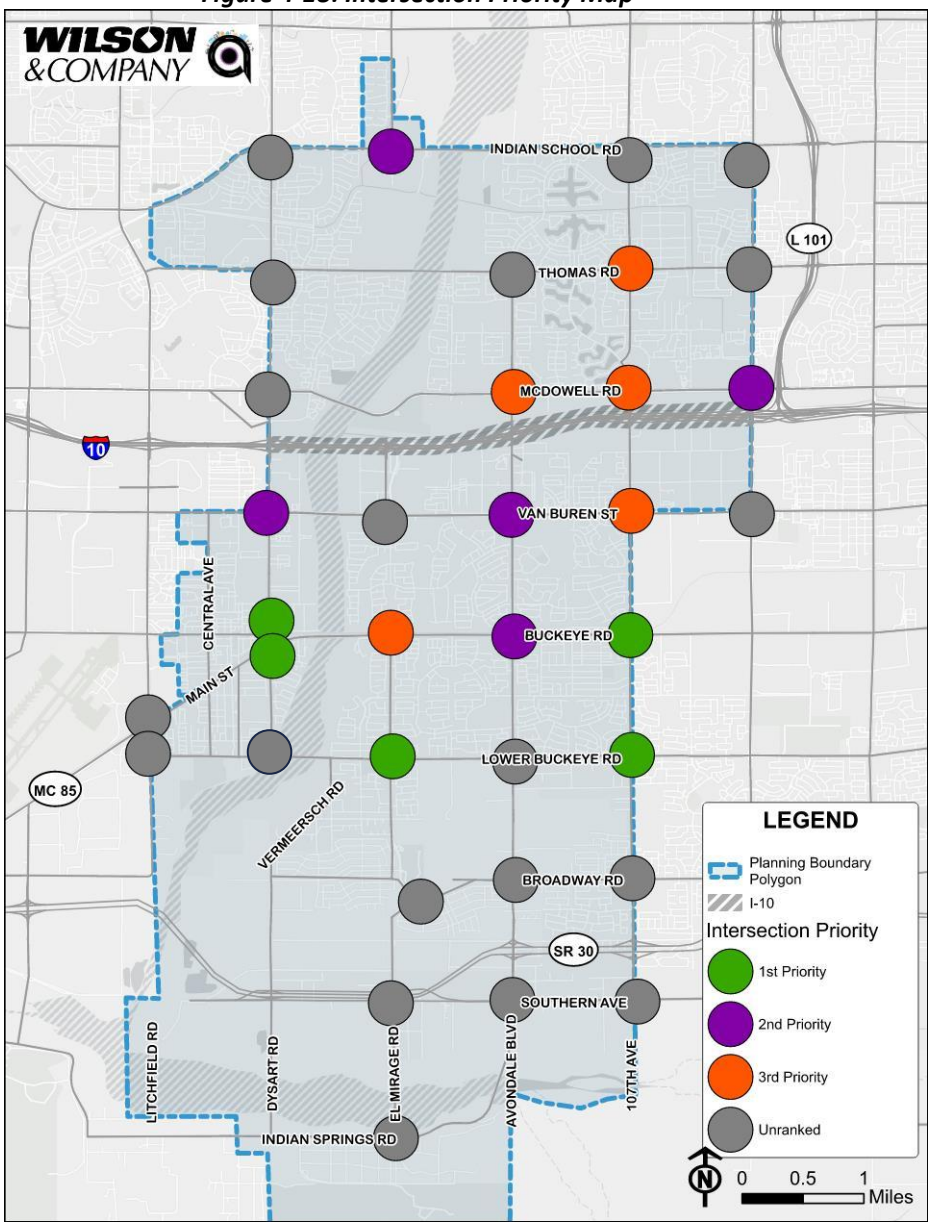
Figure 4-17 Truck Route Map


Camelback Rd
Indian School Rd
Thomas Rd
McDowell Rd
Van Buren St
MC 85 - Buckeye Rd
Lower Buckeye Rd
Broadway Rd
Southern Ave
Agua Fria River
Gila River
Bullard Ave
Litchfield Rd
Dysart Rd
El Mirage Rd
Avondale Blvd
107th Ave
99th Ave
91st Ave
W MISSOURI AVE
W WIGWAM BLVD
E WIGWAM BLVD
W WHITTON AVE
W PLAZA CIR
E PLAZA CIR
W OSSORN RD
W THOMAS RD
W PALM VALLEY BLVD
N PALM VALLEY BLVD
W ENCANTO BLVD
W ROOSEVELT ST
W AUTO DR
W TEST DR
W WESTERN AVE
W WESTWIND PKWY
W LAKESHORE DR
W MONTEBELLO AVE
W MEADOWBROOK AVE
W CAMPBELL AVE
W MARIPOSA ST
W DURANGO ST
W WHYMAN AVE
W ELWOOD ST
W JONES AVE
W ILLINI ST
W VIRGINIA AVE
W PALM LN
W WIER AVE
W COCOPAH CIR N
W COLDWATER SPRINGS BLVD
W MARICOPA ST
W RIVERWOOD BLVD
W WINDROW BLVD
W COUNTRY PLACE BLVD
S MELON LN
N VILLAGE PKWY
N PARK AVE
N OLD LITCHFIELD RD
N VILLA NUEVA DR
E VILLA NUEVA DR
W LAS CRUCES DR
E FAIRWAY DR
N 127TH AVE
N EL MIRAGE RD
N SANTA FE TRL
N 132ND AVE
N 137TH AVE
N 142ND LN
N 144TH AVE
N 145TH AVE
N 148TH AVE
N FALCON DR
W ROBSON CIR N
W ROBSON CIR S
W CAMBRIDGE AVE
N RANCHO SANTA FE BLVD
N 119TH AVE
N 112TH AVE
N HARBOR SHORES BLVD
N CRYSTAL GARDENS PKWY
N GARDEN LAKES PKWY
N 135TH AVE
N WIGWAM CREEK BLVD
N 135TH LN
N LA JOLLA BLVD
N CENTRAL AVE
S CENTERRA DR
N ELISEO C FELIX JR WAY
N FAIRWAY DR
S FAIRWAY DR
N LINKS DR
S 116TH AVE
S CENTRAL AVE
S 111TH AVE
S 109TH AVE
S 121ST AVE
S 119TH AVE
S 117TH AVE
S 127TH AVE
S 125TH AVE
S VERMEERSCH RD
S 103RD AVE
S 95TH AVE
N 111TH AVE
N 106TH DR
N 106TH AVE
N 105TH AVE
N 104TH DR
N 103RD AVE
N 101ST AVE
N 100TH AVE
N 93RD AVE
N 95TH AVE
S ALAMAR PKWY
W LINCOLN ST
W CHERRY HILLS DR
W SONOMA DR
W CHEROKEE ST
W CHEYENNE DR
W CHEYENNE ST
W CHEROKEE

Intersection Priority Recommendations

In addition to identifying roadway capacity improvements on a segment basis, a supplementary evaluation was conducted to identify and prioritize intersections that could benefit from a future improvement study using a performance-based assessment. Thirty-four intersections within the Avondale Study Area were selected for evaluation based on facility types of the recommended street plan and the density of current development, identified in the Intersection Priority Map (***Figure 4.18***).

Figure 4-18: Intersection Priority Map



The assessment took a systematic approach in evaluating and ranking the effectiveness of improving an intersection's operations. Three metrics were evaluated as a part of the prioritization process: Intersection Capacity Performance, Intersection Approach LOS, and Right-of-Way Flexibility. All intersection metrics were evaluated under peak period conditions using traffic projected by the MAG TDM.

The Intersection Capacity Performance evaluation analyzed the volume of traffic entering an intersection and compared that to the capacity of the intersection approaches, estimated using the MAG model. This high-level assessment flagged intersections with anticipated deficiencies related to intersection operating capacity.

The Intersection Approach LOS was evaluated by cross-referencing the location of the intersection with the performance of the roadway network and assigning the intersection a score based on the surrounding network performance. For example, an intersection of two roadways with significant congestion and delay will receive a worse score (higher priority) than an intersection of one roadway with slight congestion and a cross-street with minimal delay.

The Right-of-Way Flexibility metric was evaluated based on an aerial analysis of the existing intersection location, assessing the adjacent development, the intersection size, the streetscape design, and general constraints such as utilities.

Together these physical features contributed to a score representing the feasibility of increasing the intersection capacity via additional operating lanes including: implementing dual-left turns with sufficient storage, providing pocket right-turn lanes, implementing overlaps in timing, and other intersection capacity improvements. These metrics were integrated to produce a comprehensive ranking used to guide enhancements targeted at facilitating traffic through the intersection and increasing the efficacy of the overall transportation network.

Each identified intersection was evaluated for current (2023), short-term (2030), and long-term (2050) conditions, with weighting applied to emphasize the urgency of addressing nearer-term issues. Existing conditions were given the highest weight to prioritize immediate needs, while short-term and long-term evaluations were weighted to account for future changes and planned developments which should continue to be monitored. Of the thirty-four intersection evaluations, the top fifteen were ranked for recommended priorities. The Intersection Priority Map (***Figure 4.18***) visually represents the intersection priorities, identifying areas requiring urgent attention and strategic upgrades.

It should be noted that based on City recommendations and external factors beyond the scope of this analysis, the following intersections should be considered the highest priority for improvements: Dysart Road, Van Buren Street, Avondale Boulevard, and Buckeye Road. Additionally, the intersection of McDowell Road and Avondale Boulevard is undergoing construction, and the intersection of McDowell Road and 107th Avenue has been improved since this analysis was completed. Therefore,

these two intersections will be discounted from intersection prioritization list of recommendations.

Street Plan Recommendations

The following summary of recommendations is intended to provide guidance for future planning and improvement programming purposes:

- Include identified projects in the CIP prioritization process to determine the appropriate timing and phasing of recommended improvements.
- Adhere to standard cross-sections and abide by MAG guidelines for developing Complete Streets, when expanding or adding new roadway infrastructure to ensure maximized benefits from expended improvement funding.
- Assess the status of right-of-way availability along the recommended roadway network presented in ***Figure 4-14*** and ***Figure 4-15***. Begin long-term acquisition process for major roadway classifications.
- Work with future developers to establish/designate/preserve future roadway rights based on the recommendations contained in ***Figure 4-14***, particularly in the expanding areas-of-way south of Lower Buckeye Road, and ensure adherence to established cross-sections for the extension/widening of existing roadways and corridors to promote multimodal connectivity.
- Perform due diligence investigations and pre-design for future bridge crossing of the Agua Fria River associated with the widening/improvement of Lower Buckeye Road's existing two-lane, low-water crossing.
- Take advantage of partially improved corridors/segments to complete gaps within the roadway network and/or multimodal networks within the City.
- Coordinate future roadway improvements with recommended intersection priorities.
- Dysart Road should be considered for an expansion to a 6-lane arterial, north of Riley Drive, should the opportunity to expand the facility arise.

5. Transit Plan

An integrated local and regional public transit system, ultimately supported by a network of "Complete Streets," will accommodate a portion of the City's future travel demand in an affordable and environmentally friendly manner. This plan builds on the transit plan outlined in the 2017 TMP for the City of Avondale which defined a strategy to realize the vision presented in the City's General Plan 2030: to provide transportation access to meet the diverse needs of the entire community. This plan continues a theme in the City's goals to provide a multimodal transportation system that supports the land use element and promotes a strategy to creating a healthy community. It analyzes the ongoing effort to utilize transit hubs and multimodal travel corridors which were envisioned to ensure that transit services are accessible to City residents, providing greater opportunities for employment, social, and recreational activities both within and outside of the City. Continuing to improve transit connectivity with adjacent municipalities and the region, in turn, enhances opportunities for both residents and non-residents to reach centers of employment, retail, entertainment, and other attractions within the City. To this end, a core philosophy of transit-oriented streets and development continues to be a primary guide for evolving transit services through this 2025 transit plan.

Relevant Local and Regional Transit Plans

The following plans, studies, and other documents were reviewed for context and preparation of this transit plan update.

Avondale General Plan 2030 – Healthy Sustainable Community (December 4,2023)

The Transit Element of the General Plan 2030 discusses the diverse transportation needs of the City with a focus on increasing transit access to overcome inequities such as vehicle ownership, income, age, ability, and other factors.

> ***Many residents and visitors rely on public transit to access employment, education, or other essential services such as grocery stores and medical appointments. Other residents take public transit or are interested in taking public transit to avoid driving or for environmental reasons. Distinct differences in transit needs and preferences require unique transit services tailored to specific trip purposes and characteristics.***

Another focus of the General Plan 2030 was to bridge the gap between transit-oriented goals and modernized transportation needs:

> ***Transit needs and expectations are evolving due to changes in travel patterns, perceptions, and technology. As transit demand in Avondale evolves, it is important for City officials to explore more flexible alternatives to traditional fixed-route bus service, such as micro-transit and micromobility. At the same time, continuing the paratransit services is a key piece of the overall transit network in ensuring everyone, regardless of ability, can access transit services.***

The General Plan 2030 includes goals and specific policy statements regarding transit services, development, and improvement of those services outlined below:

Goal 1: Enhance public transit options for residents of Avondale.

POLICIES:

A. Build upon micro-transit's role in providing first-mile and last-mile connectivity to the wider regional transit network.

B. Support safe and comfortable designated facilities for transit passengers.

C. Plan for all current and future transit options in Avondale to have reasonable connections to each other, with a special focus on the identified "mobility hubs" at Avondale Civic Center and Estrella Mountain Community College as identified in the MAG Avondale/Goodyear Transit Study.

D. Be a working partner with Valley Metro, MAG, and other Valley municipalities in regional transit initiatives to incorporate investments in Avondale.

E. Promote and establish micro-transit as a vital component of the Avondale transit network.

Goal 2: Promote and support the appropriate tailoring of transit service options in Avondale.

POLICIES:

A. Incorporate a diversity of transit options to meet both the needs of residents and the needs of transit users throughout the City.

B. Ensure that affordable and reliable transit options exist to access Estrella Mountain Community College.

C. Explore opportunities to expand transit service to the newer developments in South Avondale.

D. Participate in exploring potential opportunities for transit associated with the development of State Route 30 Corridor.

E. Evaluate emerging transit technologies and trends for potential deployment in Avondale as they arise in the future.

F. Work collaboratively with Valley Metro and WeRIDE partner cities to integrate micro-transit into the regional public transportation system.

Goal 3: Encourage the coordination of development between land uses, roadway facilities, the active transportation network, and the local transit systems.

POLICIES:

A. Explore the advantages of walkable/bikeable neighborhoods in lowering vehicle use and reducing harmful pollutants caused by vehicular traffic and the resulting benefits for the residents.

B. Encourage the development of destinations in Avondale to be located near good transit accessibility.

C. Offer guidance for roadway design in accommodating transit.

D. Emphasize transit accessibility for pedestrians and bicyclists by providing direct and linked access.

The General Plan 2030 also detailed the new public transit service within limits of the City, called WeRIDE, a micro-transit service which began in November 2022. One year after the WeRIDE launch, early success of the program led the City to expand coverage area, fleet, and accessibility of the service. WeRIDE effectively ended and replaced the ZOOM circulator as recommended in the Avondale-Goodyear Transit Study conducted by MAG.

WeRIDE services, as described in the General Plan 2030 are outlined as follows:

WeRIDE provides convenient, affordable, and on-demand shared rides. The City offers the on-demand WeRIDE trips for the area within its municipal limits north of Lower Buckeye Road. Additionally, WeRIDE's Avondale coverage extends beyond the municipal limits to include the Banner Estrella Medical Center in Phoenix and Goodyear's Abrazo West Campus and Park-and-Ride facility and other select areas.

This shared ride service pairs multiple passengers heading in the same direction in a single vehicle. By entering pickup and drop-off locations in the WeRIDE Micro App, riders will be matched with a vehicle going their way. WeRIDE Micro vehicles are ADA-friendly and seat up to 5 passengers. Bike racks are available on most vehicles.

WeRIDE offers trips to and from fixed points within a 10-minute walk to all Avondale neighborhoods north of Lower Buckeye Road. Most neighborhood stops can be found at local community neighborhood mailboxes or at a park. It also stops at shopping centers, medical facilities, recreation, businesses and community spaces. Popular destinations for WeRIDE riders in Avondale include Estrella Mountain Community College, Avondale Transit Center, Goodyear Park-and-Ride, Old Town Avondale, Walmart, Avondale Complete Health Resource Center, and Avondale Civic Center. Riders can make transfers to the City of Goodyear's WeRIDE coverage area at the Goodyear Park-and-Ride, which is located in both Goodyear and Avondale's WeRIDE coverage areas. WeRIDE can connect transit riders to both of Valley Metro's local bus routes (Routes 3 and 17) running through Avondale and to the Valley Metro Express Route 563 commuter route,

which stops at the Avondale Transit Center. WeRIDE also connects to Valley Metro bus routes 41, 28, and 685.

The regular adult fare is $2.00 per ride. Riders who pay a reduced fare of $1.00 per ride include those over the age of 60, those with disabilities, military veterans, and students.

Anyone can ride WeRIDE, though some restrictions apply. Those under the age of 13 must be accompanied by another fare-paying passenger aged 13 or older. Children under 6-years old ride free, those under 6 years of age/or under 65 pounds will need to ride in a car seat provided and secured by the accompanying adult. Riders transferring to regional bus routes in Avondale also only pay $1.00.

Annual Report on the Implementation of Proposition 400 (November 2023)

This annual report is relevant to Avondale's future transit system as the planned SR-30 (I-10 Reliever) is anticipated to impact future transit service to/from downtown Phoenix as well as the international airport, Sky Harbor. Development of this new transportation facility remains within the fiscal year (FY) 2035 planning horizon while right-of-way acquisition within the Avondale city limits is planned around FY 2026. Coordinating transit services with the planning process of the SR-30 facility will enable Avondale to provide effective transit services for both its residents and visitors.

Maricopa Association of Governments – Avondale-Goodyear Transit Study (Summer 2021)

This study evaluated the need for new and/or improved transit service throughout the cities of Avondale and Goodyear. In addition to traditional, fixed-route bus service, the study considered emerging alternatives such as micro-transit, flex routes, mobility hubs, and other flexible options. This year-long effort kicked off in the summer of 2020 and concluded in the summer of 2021. It included review of existing conditions, best practices, market analysis, route and service recommendations, and public and stakeholder outreach.

Recommendations from the study included:

- Modifications to existing transit fixed routes including a reduction of the Avondale ZOOM route,
- Capital improvements including bus stop and park-and-ride upgrades
- Establishment of several hubs, including Avondale Civic Center and Old Town Avondale mobility hubs,
- Upgrades to Avondale Park-and-Ride (completion by end of year 2026),
- Implementation of micro-transit service.

Following the recommendations from the MAG Transit study, a micro-transit service, WeRIDE was implemented a year ahead of the recommended schedule, which replaced the ZOOM local circulator in Avondale. Additionally, upgrades to the Avondale Park-and-Ride were completed in 2025.

Maricopa Association of Governments – 2040 Regional Transportation Plan Update (2020 Update)

The public transit element of the 2040 RTP Update contained plans and programs for continuing expansion of regional bus service and LRT facilities. The regional transit system includes: local services, mostly funded through local revenues; regional grid services; BRT/express services; HCT corridors, such as LRT and commuter rail; and rural connector routes. The transit elements related specifically to Avondale are outlined below in the following subsections.

Local Bus Services.

The local bus routes in the RTP's 2040 Bus Service Network are shown on major arterials within the City:

- East-west arterials—(from north to south) Indian School Road, Thomas Road, McDowell Road, Van Buren Street, Buckeye Road, and Lower Buckeye Road.
- North-south arterials—(from west to east) Litchfield Road, Dysart Road, Avondale Boulevard, and 99th Avenue.

Regional Grid Bus Services

The regional super grid services are planned for these seven arterial streets in the Avondale area:

- Three north-south arterials—(from west to east) Litchfield Road, Dysart Road from Indian School Road to McDowell Road, and 99th Avenue.
- Five east-west arterials—(from north to south) Indian School Road from Litchfield Road to El Mirage Road, Van Buren Street from west edge of the planning area to Central Avenue, Buckeye Road and Lower Buckeye Road.

Express/Bus Rapid Transit (BRT) Services

The RTP proposes two BRT routes along the I-10 West freeway corridor: the Avondale Express and the Goodyear-Downtown Express. Both of these routes plus the Buckeye-Downtown Express are in operation today as a precursor to expanded services in the future.

Light Rail Transit (LRT) Services/High-Capacity Transit (HCT)

The two HCT corridors identified in the 2006 RTP in Avondale, one a westward extension to the I-10 West LRT and the second along the UPRR Yuma West (Wellton Branch) corridor are not shown on the HCT plan in the 2020 Update. However, commuter rail planning has targeted the UPRR corridor for additional planning as witnessed by completion of the Yuma West Corridor Development Plan, as discussed below.

Park-and-Ride Facilities/Transit Centers

There are no regionally financed park-and-ride facilities or transit centers proposed in the draft RTP within the city limits of Avondale.

Avondale Transit Implementation Plan (September 2015)

The Avondale Transit Implementation Plan focused on the specific needs of Avondale and development of sub-regional connectivity for the City, bridging the gap between the City of Avondale and the Southwest Valley Local Transit System Study (SWVLTSS). This plan aimed at refining the various transit concepts outlined in the SWVLTSS. It provides more detailed cost estimates and specifies capital requirements associated with a vehicle fleet, passenger facilities, service needs, location of user facilities and other needs of a future transit system.

While aspects of the Transit Implementation Plan have been superseded by emerging trends in transit mobility, such as the replacement of the ZOOM circulator with micro-transit service, several of the recommendations remain consistent with providing effective transit services to the Avondale community. The relevant plan recommendations for "early action improvements," include: transportation demand management (TDM) strategies; engaging City residents in Valley Metro Commute Solutions through sharetheride.com, which connects employers and employees in commuting options; promoting sharetheride.com to support connectivity with destinations not available through the transit system.

The Implementation Plan also investigated funding solutions to assist in development of the proposed transit improvements. It is expected that the improvements recommended in the Implementation Plan will aid in meeting internal circulation needs of the City and actively move towards improving regional connectivity as funding becomes available.

Southwest Valley Local Transit System Study (May 2013)

The purpose of this MAG-sponsored SWVLTSS was to identify opportunities and strategies for improving the existing transit service in the Southwest Valley and develop a short-, mid-, and long-range transit development plans to effectively provide circulation within the Southwest Valley and establish connectivity with the regional transit system. The study area included portions of the City of Phoenix, City of Avondale, City of Goodyear, City of Tolleson, City of Litchfield Park, Town of Buckeye, and surrounding unincorporated portions of Maricopa County.

As stated in the "Mid-term" recommendations, it was recommended that the performance of transit service be reviewed periodically to determine if modifications are required to respond to changes in actual pace and type of development. Based on this recommendation, the City has been able to shift the focus from specific recommendations including expanding local fixed-route service along major arterials, and prioritizing micro-transit services.

The City has made significant progress towards the objectives outlined in the "Long-term" recommendations of the SWVLTSS. The goals specifically relating to Avondale included:

- Expanding the service area for arterial fixed route transit service farther west.
- Improving service frequencies as appropriate on productive routes.
- Identifying opportunities for flexible service (such as route deviation or demand responsive, non-ADA service that is reservations-based or that serves specific activity centers).
- Continuing to modify circulator routes or operations to respond to changes in conditions.

Since the completion of the study, the City has identified and successfully deployed a flexible service, WeRIDE, improving service on connected routes, and modified circulation operations to meet the needs of the community by replacing the ZOOM circulator and dedicating focus to the micro-transit service.

Yuma West Commuter Rail Corridor (May 2010)

The Yuma West corridor is designated as an "eligible high capacity route" by the Regional Transportation Plan. The corridor would assume future use of the existing UPRR Yuma West (Wellton Branch) right-of-way for high capacity transit (i.e., BRT, LRT, or commuter rail). While not scheduled for transit development, the RTP recognizes that the corridor is an urban linear right-of-way opportunity that should be preserved for future transit. Re-establishment of a rail connection, i.e., the Wellton Branch, between the Phoenix metropolitan area and Yuma would be one of many steps needed to support the "Golden Triangle" vision of interconnecting Phoenix, Los Angeles, and Las Vegas via high-speed rail. Potential byproducts of this overall vision would be additional opportunities for passenger rail service, assistance with commodity distribution, and manufacturing at the State level.

Advance planning for the corridor has been initiated with completion of the Yuma West Commuter Rail Corridor Development Plan (May 2010). The study involved an evaluation of the practicality and potential cost-effectiveness of using the existing UPRR right-of-way for CR service. The corridor segment extended 44 miles from downtown Phoenix to Arlington (14 miles west of Buckeye), passing through Avondale.

Proposed Avondale Station

Within Avondale one station was included in the corridor development plan at Avondale Boulevard and Buckeye Road. The concept for the station proposed these functions be included: park-and-ride, kiss-and-ride, and bus transfer bays. Two adjacent stations would be three miles away: one at 91st Avenue and Harrison Street (Tolleson) and one at Litchfield and Buckeye Roads (Goodyear Airport). Thus, the southern part of Avondale would be well-served with high-speed, high-capacity commuter rail service connection to downtown Phoenix.

From the Avondale station the estimated trip time, including station dwell times, would be about 30 minutes. Ridership forecasts (year 2030) for the Avondale station ranged from 40 to 350 depending upon how the commuter rail line would be interlined with other possible commuter rail line in the region. The combination of the three stations (Goodyear Airport-Avondale-Tolleson) resulted in boarding estimates ranging from 240 to 880. In most of the scenarios tested the Goodyear Airport station had more boardings projected than the other two stations.

Proposed Operating Plan

The proposed operating plan for the line would entail three stages, with an initial stage of 30-minute headways in the weekday peak periods to Buckeye (30 miles from downtown Phoenix). The second phase would add off-peak service to the same line. The ultimate plan would have 30-minute peak headways, 60-minute off-peak headways, and extend service to Arlington west of Buckeye.

Commuter Rail Supportive Efforts

Related to the UPRR corridor, City policy and planning efforts should focus on preserving the right-of-way for transportation purposes and circulating a land use plan for the entire length through the City. Within the targeted station areas (especially around Avondale Boulevard and the Litchfield Road-Dysart Road segment) various policy and planning steps should be scheduled:

- to work with the City's regional transportation partners to identify the specific right-of- way needs for a high capacity transit route and associated station areas, and ensure (through policy actions) that any future development would not encroach on this right-of-way.
- to identify suitable parcels for the station sites and related transit/access functions.

Existing Public Transportation Services

The existing transit system for Avondale is comprised of regularly scheduled transit routes, Express Bus service through the Avondale P&R facility, regional connector service, micro-transit service (known as "WeRIDE"), and accessibility/mobility services for persons with disabilities and other special needs (known as "Paratransit"). Arrangements with the RPTA, through its operating arm Valley Metro, and the City of Phoenix support continuing development and promotion of a wide variety of alternative travel modes, including not only regular bus and Paratransit services, but also carpools, vanpools, and bicycles. Although, no public rail (light or heavy) service is available in the City at this time, planning to secure access to these modes is continuing through the long-range regional planning activities of MAG.

Existing Transit Services

Transit service in Avondale is provided primarily by Valley Metro, the City of Phoenix, and the City of Avondale. The service consists of scheduled, fixed-route bus service, micro-transit service provided by WeRIDE, express bus service, regional paratransit, Valley Metro Ridechoice, and medical taxi voucher program. Each of these services presents City residents with viable options for travel within the City and to destinations outside the City. At this time, the preponderance of service is offered with an east-west orientation, with the exception of WeRIDE micro-transit. ***Figure 5-1*** shows the existing transit system serving Avondale. The following sections provide a description of the existing transit services.

Scheduled Fixed-Route Bus Service

Current scheduled fixed-route bus service predominantly provides east-west service through the City, with north-south mobility reliant on micro-transit service. While the number of fixed-routes serving the City has seen a reduction in the same time period as the implementation of micro-transit (WeRIDE), fixed-route transit services on the remaining routes have been improved with shorter headways (i.e., time between arrivals/departures from a designated point) and extended operating hours. Currently, the City is served by three routes.

Route 41 – Indian School

Route 41 serves the northeast corner of the City at 107th Avenue and Indian School Road and had a total of 10,283 boardings in FY 2024. This route operates on a 30-minute headway during the day with headways of 10-20 minutes during peak periods and 30 minutes during the early morning, evening, and late night. It runs along Indian School Road to Granite Reef Road in Scottsdale between the hours within the City of 4:14 am (Eastbound-EB) and 12:07 am (Westbound-WB) on weekdays. It connects with Route 75, 75th Avenue, to provide access to the Desert Sky Mall and the Desert Sky Transit Center. The Transit Center supports connections among the following routes: Route 29 – Thomas Road, Route 75 – 75th Avenue, Route 83 – 83rd Avenue, Route 685 – Ajo/Phoenix Connector, Route I–10 West RAPID, and Phoenix Neighborhood Circulator – MARY.

Weekend service on Route 41 also is quite extensive, beginning at 4:48am (EB) and ending at 12:19 am (WB).

Route 17 – McDowell Road

This route operates along McDowell Road from west of Avondale to Pima Road in Scottsdale and recorded 19,726 boardings in FY 2024. Service through the Sky Song Transit Center in Scottsdale supports connection with Route 72 – Scottsdale Road, which provides direct travel to the Tempe Transportation Center and the Arizona State University (ASU) Main Campus in Tempe, as well as travels north into Scottsdale and south into Tempe along Rural Road. The route operates today on a 20 to 40-minute headway during the day with 20-minute headways during peak periods. Operating hours within the City are limited to 3:57am (EB) to 12:07am (WB) on weekdays, which can constrain travel for those who desire to attend evening classes at ASU. Route 17 also provides connections with the WeRIDE micro-transit transportation service at Dysart Road. Operating hours on Saturday and Sunday begin at 5:01 am (EB) and end at 12:23 am (WB).

Route 3 – Van Buren Street

This route operates along Van Buren Street from west of Avondale to the Phoenix Zoo with a route deviation into the Avondale Civic Center. In FY 2024, this route had 22,242 boardings. It provides a connection with the WeRIDE micro-transit transportation service within the Center. Route 3 generally maintains a 30-minute headway throughout the day, with service being provided between 5:17am (EB) and 9:10pm (WB) on weekdays. However, eastbound service continues until 10:00pm. Weekend service on Route 3 begins on Saturday at 5:42am (EB) and ends at 7:55pm (WB). Sunday service is similar, except that service ends earlier at 12:01am (WB). No route service is provided through the City on Sunday.

Figure 5-1 Existing Transit System Serving Avondale

Source: City of Avondale, 2026

Express Services

Express Bus service, also referred to as Commuter Bus service, operates during peak travel times with a minimum number of stops, often connecting with P&R facilities and usually operating on freeways. This service may also benefit from dedicated lanes, such as high-occupancy vehicle (HOV) lanes and direct HOV ramps that provide direct access to the HOV lanes. Generally, the vehicles will feature amenities beyond the normal fixed-route buses, such as comfortable single-person seating, lighting, and wireless Internet service. RAPID, as it is called by Valley Metro, offers a more direct service, often with even fewer stops, and design features to reduce delays associated with passengers boarding and deboarding and fare collection. The intent of Express Bus and RAPID service is to connect distant locations with key activity centers (e.g., Avondale with Downtown Phoenix) faster than normal fixed-route bus service can provide with its greater number of stops and traffic constraints. Currently, there is one Express Bus Route in Avondale (Route 563) and two Express Bus Routes operating in the cities adjacent to Avondale (Route 562 and I-10 West RAPID).

Route 562 – Goodyear Express

This express service route begins at the Goodyear P&R Express at the southwest corner of Dysart Road and Cornerstone Road and terminates in Downtown Phoenix, with no stops in Avondale. This route operates with three trips in the morning between 6:01 and 7:58am and three trips in the afternoon/evening between 3:55 and 6:13pm. The morning service headway is generally 30 minutes, the afternoon/evening headways vary between 40-45 minutes. The facility provides 400 spaces for vehicles (328 covered) and eight bike lockers.

Route 563 – Avondale/Buckeye Express

This express service route begins at the Goodyear Park & Ride (P&R) located at the southwest corner of Dysart Road and Cornerstone Road (on the border of Avondale) and terminates in Downtown Phoenix. This route operates with four trips in the morning through the Avondale P&R between 5:20 and 7:50am and four trips in the afternoon/evening between 4:15 and 6:43pm. The morning service headway varies from 15 to 50 minutes, the afternoon/evening headways vary from 20 to 45 minutes.

I-10 West RAPID

The I-10 West RAPID service offers higher quality express transportation between Desert Sky Transit Center and a P&R, both located on 79th Avenue in Phoenix, with no stops in Avondale. This route provides more frequent morning and afternoon peak-period service than the two Express Bus route with buses departing the Transit Center beginning at 5:22am; the latest bus returns to the Transit Center at 6:59pm. Headways vary considerably from 30 minutes to as little as 11 minutes. Both the Desert Sky Transit Center and 79th Avenue P&Rs are well east of Avondale; however, the facilities are relatively easy to access via Thomas Road and McDowell Road, respectively. Therefore, each is geographically positioned to function as a convenient intercept for Avondale residents headed to Downtown Phoenix. The Desert Sky Transit Center offers only 70 vehicle spaces that Avondale commuters can access. However, the 79th Avenue P&R on the south side of McDowell Road offers 607 vehicle spaces for commuters.

Route 685 – Regional Rural Connector

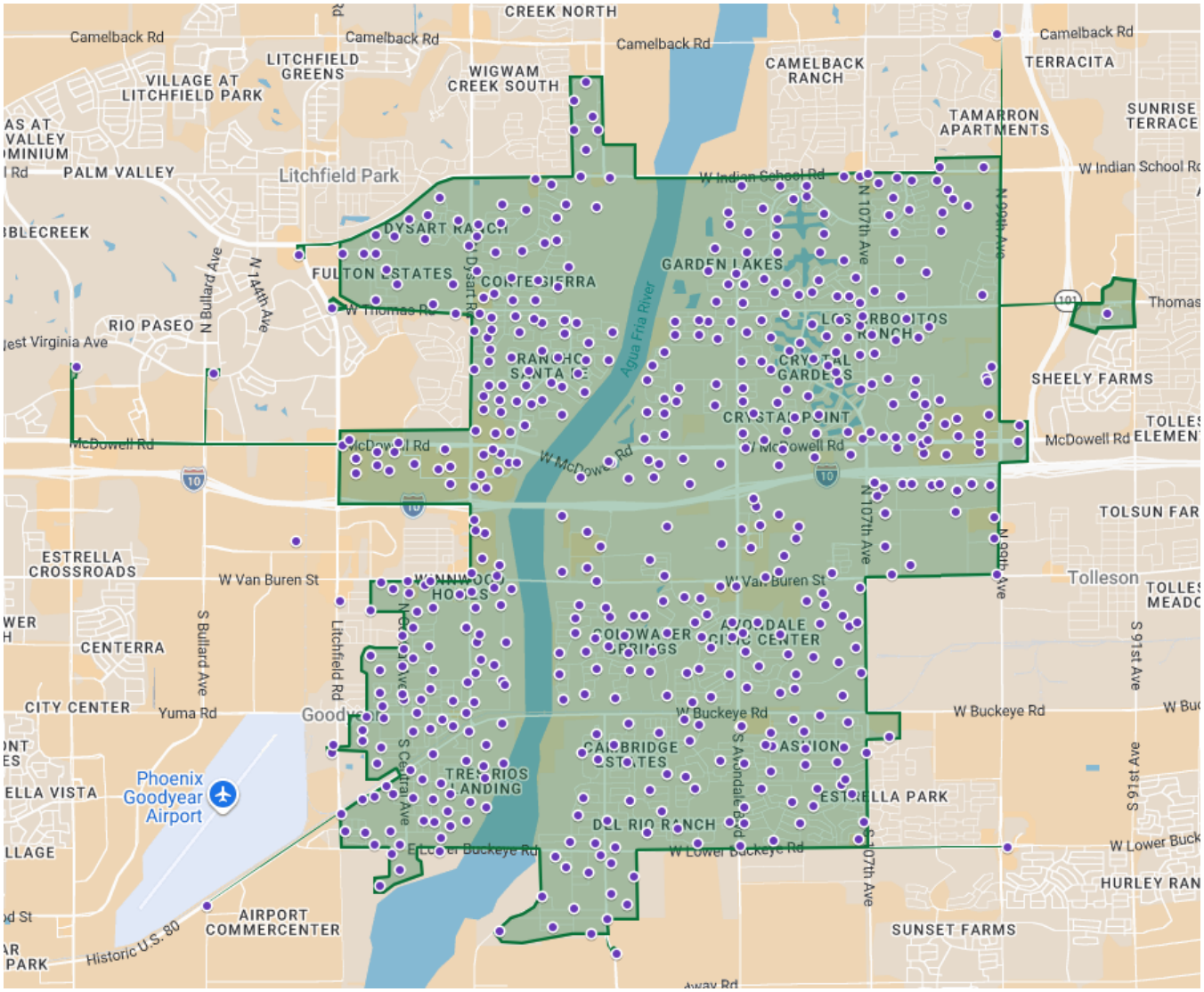
This route provides basic public transportation service from Ajo and Gila Bend and the rural area southwest of Maricopa County employment, shopping, education, and medical service opportunities available in the Phoenix metropolitan area. The eastern terminus of Route 685 is the Desert Sky Transit Center with connections available to several local and regional routes (see Route 41 above). Operating through the Estrella Mountain Community College and along McDowell Road, this route offers Avondale residents an alternative to Route 17. The unique "Flex-Stop" Service provided by Route 685 allows transit patrons to arrange in advance a pick-up and drop-off at locations not included in the regular schedule of stops. Route deviation accommodates service to/from locations considered safe within three-quarters of a mile of the regular route. This Flex-Stop service does require advance notice, but provides a viable alternative for travel direct to Desert Sky Mall and other destinations which is not provided by other routes.

WeRIDE (Replaced ZOOM Circulator Service)

In October 2023, the Avondale ZOOM Neighborhood Circulator terminated service. The ZOOM was replaced by WeRIDE, a micro-transit service. The Avondale WeRIDE service is restricted to a micro-transit zone, which is bounded by the northern city limit along Indian School Road (including the northern portion extending to Highland Avenue and El Mirage Road), Goodyear to the west, and Tolleson and Phoenix to the east. The southern boundary of the WeRIDE zone is generally Lower Buckeye Road, with several areas located south of this corridor also served, including Festival Fields, Alamar Park, and the Las Ligas and Cantada Ranch communities. Beyond Avondale's city limits, the WeRIDE zone also offers connections east to Phoenix, including an exclave at Thomas Road and 91st Avenue (at the Banner Estrella Medical Center in Phoenix), and an extension along Lower Buckeye Road to 99th Avenue where riders can connect to Valley Metro Route 28 (Lower Buckeye) bus. All Avondale stops on all of the routes mentioned in this report have access to WeRIDE. The boundaries and virtual stops are shown in ***Figure 5.2***.

WeRIDE will pick residents up at a designated location during their confirmed 10-minute pickup window. When booking, residents are offered the next available window based on current demand or they can book up to 6-days in advance to secure their preferred time, or book on-demand for the next available pickup window. To use the WeRIDE service, riders can book trips using a mobile app, the WeRIDE website, or by calling a toll-free or local phone number. Service hours, ride cost, and booking information can be found at www.werideaz.com. WeRIDE operates a fleet of small vehicles that can seat up to five passengers, consisting primarily of minivans (both accessible and non-accessible) and RAM ProMasters.

Figure 5-1 WeRIDE Boundaries and Virtual Stops



Source: Sample of WeRIDE Virtual Stops. Virtual Stops are subject to change, for more information refer to https://werideaz.com/.

Paratransit

Avondale contracts through Valley Metro to provide residents with a Dial-A-Ride Service. This service is in compliance with federal regulations. The City of Avondale offers an Americans with Disabilities Act (ADA) Service to eligible persons, who, because of a disability, cannot use Valley Metro fixed-route bus service. Service can be arranged 1 to 14 days in advance of travel. Paratransit provides door-to-door service which is essential for those who are unable to use regular fixed-route buses. ADA Paratransit service is available from Phoenix and Valley Metro for residents within three quarters of a mile of

operating fixed-route bus service. This, however, limits opportunities for this service to proximity to Routes 3, 17, 41, and 685. In areas where paratransit service eligibility is limited by proximity to fixed routes, WeRIDE provides an additional transportation option within the micro-transit zones. In addition, riders who are unable to utilize paratransit due to location constraints may still use WeRIDE, benefitting from flexible pickup times and affordable fares. Between the Dial-A-Ride Service and WeRIDE, both services aim to provide all residents of Avondale an array of choices to suit their specific travel needs.

Medical Taxi Voucher

The City of Avondale provides a voucher program to residents with special transportation needs, such as persons with qualifying physician-ordered repetitive medical treatments and therapy. The participant calls one of a list of participating independent companies to schedule their own rides and the City reimburses the cost of the ride up to a specific dollar amount. Service must be arranged in advance of travel.

RideChoice

Avondale offers a transportation service for ADA paratransit-certified individuals with disabilities and seniors aged 65 and above in participating communities. RideChoice offers easy access to rideshare providers like Uber, taxicabs, and wheelchair-accessible vehicles. The service is available 24/7, and rides can be requested on-demand without advance booking. Users can take up to 20 trips per month, with additional trips available for work, school, or medical appointments upon request. The cost is $3 for trips up to eight miles, with an additional $2 per mile beyond that. Wheelchair-accessible service is available at no extra charge.

Existing Route Performance in Avondale

Boardings

Valley Metro/RPTA maintains daily, monthly, and annual statistics on the entire regional transit system. Included are data related to boardings by jurisdiction. In FY 2023 (June 30, 2022 – June 30, 2023), there were 131,624 boardings of transit services in the City of Avondale. Valley Metro operated 481,784 revenue miles in support of these boardings, resulting in a ratio of boarding per revenue mile of 0.27. This ratio is an indicator of ridership and effectiveness of a bus service. A 0.27 ratio of boarding per revenue mile suggests low ridership. Therefore, adjustments may be made to the following: service frequency, scheduling, routes, and fares. In addition to analyzing these adjustments, engagement with the community may help identify potential improvements. Boardings decreased by nearly eighteen percent (-17.73%) from the previous fiscal year, while this aligns with the deployment of the micro-transit service, WeRIDE, additional data is needed to determine if this is correlated. Transit services provided in Avondale in FY 2023 attracted 4,077 bicyclists and 1,788 users of wheelchairs. While use of transit by bicyclists declined by 7.11 percent from FY 2022, the number of wheelchair users increased by 24.17 percent.

Route Ridership

Ridership information is available for the routes serving Avondale and for the specific portion of the routes that are within Avondale. ***Table 5.1*** provides a summary of annual boarding information for all bus routes with stops in Avondale for the last four fiscal years. One of the objectives for comparing boardings per revenue mile is to evaluate potential factors contributing to the success of high-performing routes in an effort to strategically apply the successful elements to routes with lower ratios.

Table 5.1 Ridership Trend in Avondale: 2020 to 2025

Route #	Description	Boardings						% Change from 2020 to 2025	Boardings / Revenue Mile (FY 2025)
		FY 2020	FY 2021	FY 2022	FY 2023	FY2024	FY2025		
3	Van Buren Street	43,943	20,895	18,907	17,527	22,242	26,022	-60%	0.3
17	McDowell Road	27,198	18,278	17,776	15,758	19,726	39,782	-42%	0.6
41	Indian School Road	34,764	12,508	11,162	7,738	10,283	11,928	-78%	0.6
563 Express	Avondale/Buckeye	9,512	2,314	3,628	4,235	4,531	5,339	-55%	0.7
685	Rural Connector	8,918	5,186	5,112	7,383	7,967	10,641	-17%	0
WeRide	Avondale Circulator	-	-	-	10,244	61,297	104,091	-	n/a
TOTAL		**124,335**	**59,181**	**56,585**	**62,885**	**126,046**	**197,803**	-50%	-
Source: Valley Metro Annual Ridership Reports, WeRIDE RideCo data									

Note: Data for route #685 includes data from the entire route and not just boardings in Avondale

Park-and-Ride

There is one P&R facility available in Avondale and 3 P&R facilities available to Avondale residents in adjacent cities: one in Goodyear at the western edge of Avondale and two at 79th Avenue in Phoenix.

Avondale p&r

The Avondale Transit Center is situated adjacent to The BLVD parking garage, conveniently located to the southeast of I-10 and Avondale Boulevard in The BLVD shopping district. Visitors can access parking for the transit center within The BLVD garage, which has an entrance on 114th Avenue. A dedicated walking path connects the northeast corner of the parking structure to the transit center's boarding area, offering easy access to Valley Metro Express Bus 563 and Avondale WeRIDE services. The Avondale Transit Center boasts two bus pullouts, a spacious boarding area, security camera, and a

large transit shelter with ample seating for passengers. The facility is available for use by vanpools and carpools.

Goodyear p&r

The Goodyear P&R is a dedicated facility well-situated just north of I-10 in the northwest quadrant of the I-10/Dysart Road Traffic Interchange (TI) on the south side of Cornerstone Boulevard. The P&R is served by Route 562 – Goodyear Express, providing direct travel to Downtown Phoenix. The facility has 400 parking spaces (328 covered), eight bike spaces, and eight bike lockers.

79th Avenue p&r

The 79th Avenue P&R is a dedicated facility located at the southeast corner of McDowell Road and 79th Avenue directly north of I-10. The facility allows direct access to the I-10 via a Direct High-Occupancy Vehicle (DHOV) on/off ramp to the east. The DHOV ramp at this location also provides direct connectivity to the eastbound HOV lane of I-10 and permits returns to the P&R from the HOV lane, when traveling in the westbound direction. There are 607 parking spaces and the facility, which is served by Route 17 and the I-10 West RAPID. This facility also includes 14 bike spaces, four bike lockers, and 10 bike racks.

Desert Sky p&r

This P&R is located at the Desert Sky Transit Center and has several amenities, including a shelter with benches, water fountains, and trash receptacles. There are 70 vehicle parking spaces at this facility, as well as 11 bike spaces, four bike lockers, and seven bike racks. This P&R supports transit connections via the following routes:

- Route 29 – Thomas Road,
- Route 75 – 75th Avenue,
- Route 83 – 83rd Avenue,
- Route 685 – Ajo/Phoenix Connector,
- Route I–10 West RAPID, and
- Phoenix Neighborhood Circulator MARY.

Recommended Short-Term Transit Enhancements

The 2017 Transportation Plan included a series of recommended transit projects generally focused on fixed-route service throughout short-, mid-, and long-term ranges. Since the 2017 update, the City has experienced wide success with the implementation of micro-transit, leading to a rapid expansion in both service area and hours of service. The micro-transit service, WeRIDE, effectively replaced the ZOOM circulator which was discontinued as a result of the Avondale-Goodyear Transit Study recommendations and has provided a vision for the City's alternative transit mode potential. While the City should maintain cooperation with MAG and other member agencies on long term fixed-route transit goals and objectives, near-term and mid-term transit goals should focus on updates to the micro-transit service and providing connectivity with other public transit services.

Proposed Long-Range Transit Plan

The future transit plan is based on a nominal 20-year time horizon. The Year 2050 is an accepted time point for forecasts of traffic and transportation matters affecting the City of Avondale. This future plan presents general direction for moving forward with transit service enhancements, based on planning and actions of the regional transit system, as defined by MAG and Valley Metro.

Basis for High-Quality Transit Service in Avondale

In guiding transit development in Avondale, the importance of a Long-Range Transit Plan as a policy document cannot be overstated. Once adopted as part of this Transportation Plan Update, the Long-Range Transit Plan will provide policy guidance to ensure high-quality public transportation and mobility options are available in the future for the residents and visitors of Avondale. The purpose of the Long-Range Transit Plan is to provide a framework for consideration of funding and program actions that lead to development of transportation improvements that complement and support elements of the Transportation Plan Update, General Plan 2030, and the MAG Avondale-Goodyear Transit study recommendations.

Ultimately, the provision of high-quality transit service in Avondale largely will depend upon funding actions and the availability of rights-of-way to accommodate the four principal functional classes, which include passenger facilities and operating vehicles: rail transit and BRT, high-quality services, Express Bus, and regular bus with circulators (alternatively micro-transit service). An exclusive right-of-way or guideway, required for commuter rail and generally desired for LRT, BRT, and other HCT options, allows a higher level of service for passengers. For high-quality transit and Express Bus to compete with the speed and time-saving qualities of an exclusive operating environment afforded HCT options, these services need convenient access to the regional freeway system and supporting P&R facilities. These two classes of transit also can be significantly aided by various priority treatments afforded transit vehicles that can be instituted on arterial streets. Regular, fixed-route bus service and circulators offer the flexibility and coverage that best can support shorter, locally-oriented intracommunity and intercommunity travel demand.

This Long-Range Transit Plan focuses on transit quality results dependent upon and modified by the freeways and streets of Avondale, as “managed and operated”—not just today, but in the long term. A key element of the Long-Range Transit Plan is the functional classification system of transit services and operations to guide integration of various transit services with the City’s larger transportation network. While UPRR and the I-10 freeway rights-of-way certainly could be part of a future transit network, the focus is on the City’s street network, because most of Avondale’s future transit services within the planning horizon of this plan will use City streets.

Future Transit System Characteristics

The current transit system provides the foundation for the future transit system, and regional actions to create an integrated transit system support this foundation. Although there is no perfect way to project successful implementation of desired improvement actions into the future, the framework for

future services already has considerable definition. The following sections maintain the recommended hierarchy of transportation management and transit operations characteristics for a future transit network presented in the previous Transportation Plan to serve the City of Avondale. The hierarchy, alluded to above, includes:

- HCT/Premium Transit Quality
- High-Quality Transit/Service Enhancements
- Express Bus
- Local/Circulator/Feeder Bus/Demand Response (Micro-transit).

These four classes of transit service effectively describe a functional hierarchy that provides a framework for making decisions relating to future transit services, as Avondale grows and expands along with other West Valley communities. ***Table 5.2*** on the following page shows how this hierarchy of transit services can be structured and integrated relative to the City's roadway network, mobility needs of City residents, and overall transit system operations.

High-Capacity Transit/Premium Transit Quality

HCT and premium transit quality services include Commuter Rail (CR), Light Rail Transit (LRT), and Bus Rapid Transit (BRT). All these transit services are considered in the class of HCT. HCT transit services are directed toward supporting longer trips at higher speeds than can be achieved with Regular and Express Bus service. Typically, the vehicles, which generally operate in exclusive facilities or guideways, offer a higher quality ride and reduce travel times significantly over bus services that must operate in mixed traffic on city streets and highways. These HCT systems also are oriented to create an integrated regional network to enhance connectivity between activity centers and communities.

HCT transit generally can be developed to operate in existing rights-of-way of transportation corridors (e.g., freeway/highway and rail) or an independent, exclusive right-of-way can be secured. CR services often are located in existing rail corridors, where available, and can operate concurrently with rail freight service. LRT and BRT services can operate in mixed traffic on city streets and highways, where a portion of the right-of-way is set aside and dedicated to transit operations. These two transit services also can be developed with exclusive guideways separated from roadway traffic. HCT services reflect a "Transit First" policy and would be developed to provide priority travel between transit centers and major station stops in Avondale. Average route speed would be relatively high and stop spacing will range from medium (1/2 to 2 miles for BRT and LRT) to long (3 to 5 miles for CR). Recommended HCT to serve Avondale includes the following services and facilities:

Commuter Rail along the UPRR Yuma West (Wellton Branch) Line

This HCT service would take advantage of the existing railroad right-of-way of the owned by the UPRR, which is referred to as Yuma West Corridor in the MAG Commuter Rail System Study (2010). A primary location for an Avondale station would be the northwest corner of Avondale Boulevard at the UPRR/Buckeye Road alignment.

Table 5.2 Transit Functional Classification of the Avondale Transit System

		TRANSIT FUNCTIONAL CLASSIFICATION				
		High Capacity Transit/ Premium Transit Quality	High-Quality Transit	Express	Circulator/Feeder	Local
Transit Service Type		Commuter Rail, Light Rail Transit, Bus Rapid Transit	Super Grid Bus, Modern Streetcar	Express Bus	Local Bus, Circulator Bus, Feeder Bus, Micro-transit	
Freeway/Street Functional Classification		Rail R/W, Freeways and Major Arterials	Major and Minor Arterials	Freeways	Major and Minor Roadways	Collectors and Local
Recommended Avondale Transportation Facilities		**UPRR, I-10, Van Buren, Dysart/Van Buren/ Roosevelt/99th Ave Corridor (LRT)**	**Indian School, McDowell, Buckeye, Dysart, Avondale Blvd, 99th Ave**	**I-10**	**Thomas, Roosevelt, Lower Buckeye, Broadway, Litchfield, Dysart, El Mirage, Avondale, 107th**	**Not Applicable**
Transportation Management and Operations Characteristics	***Transit Priority***	"Transit First" policy: extensive application of dedicated/ exclusive lanes; queue bypasses; traffic signal priority	Some intersections with traffic signal priority	"Transit First" policy: extensive application of dedicated/ exclusive/ HOV lanes on freeway itself and ramps	Any congested intersections would have traffic signal priority	None
	Pedestrian Linkages	Convenient, well designed paths should be available in all directions from each stop to adjacent neighborhoods and activities		None	Standard sidewalk connections should be available from each stop to adjacent neighborhoods and activities	
Transit Operations Characteristics	***Average Route Speed (between stops)***	High: equivalent or better than street traffic	Medium: generally equivalent to street traffic	High: better than freeway traffic	Low to Medium: some stretches of arterial runs equivalent to street traffic, but most stretches slower	Low: slower than street traffic
	Station/Stops	High quality design; passenger amenities available; generally no closer than one mile apart	Shelters at most stops; modest passenger amentiies at high demand stops	None	Shelters at some primary stops	Bench at some stops
	Intelligent Transportation Systems Technology	Real-time bus status shown on a sign/monitor at each station/stop	Real-time bus status shown on a sign/monitor at high demand stops	N/A	None	

Source: Table 5-4. Transit Functional Classification of Avondale Transportation Network, Transportation Plan Update – Final Report, November 2017, pg. 83.

LRT in the I-10 West Corridor

This HCT service would be an extension of the I-10 West LRT Line planned to extend from Downtown Phoenix to 79th Avenue. Development of LRT service will have a drawn-out time line, but shuttle service from the Avondale Transit Center to an LRT station serving Avondale would create a strong regional linkage. Alternatively, if LRT is not extended within the life of the Avondale Transit Center, a new station and P&R could be developed at I-10 with direct service from the LRT system. Other opportunities for an Avondale LRT connection may shuttle service to a station at the Goodyear P&R, which is directly north of I-10, and a station/P&R at Gateway Crossing/Gateway Pavilions, which is two and ½ miles west of the planned 79th Avenue LRT station.

BRT Service in the I-10 West Corridor

The I-10 West Light Rail Extension is a planned 10-mile project that will run largely along the I-10 median and end at 79th Avenue at the Desert Sky Transit Center. This project is currently in the early project development phase with a planned commencement of construction in 2030. The Phoenix Bus Rapid Transit (BRT) program approved the 35th Avenue and Van Buren Street corridor as its initial BRT line in October 2021, with the program currently in detailed corridor planning phases.

99th Avenue/McDowell/Roosevelt

Valley Metro and the City of Phoenix are conducting a West Phoenix High-Capacity Transit Alternatives Analysis to evaluate transit options in an area bounded by Camelback Road on the north, McDowell Road on the south, Central Avenue on the east, and 99th Avenue on the west. This study is evaluating multiple transit types (bus rapid transit, streetcar, and light rail) and potential routes to serve the Maryvale area. No specific corridor, route, or project type has been selected at this time. This project remains in the planning phase and should not be presented as a confirmed high-capacity transit corridor.

High-Quality Transit

Enhancing the quality of transit services focuses on longer trip lengths. The intent is to provide sufficiently high-quality transit service to attract to commuters in single-occupancy vehicles (SOVs), even multiple-occupancy vehicles, taking longer trips. These services typically have fewer stops than Express Bus service and achieve increased average speeds and decreased travel times by providing special privileges to the bus operations. For example, a queue jumper privilege allows transit vehicles to enter a special lane (usually on the right side of the roadway), then proceed ahead of traffic by responding to a dedicated signal. Signal preemption also is a privilege that allows transit vehicle operators to override a traffic signal, allowing the bus to proceed through without interruption to its progress.

Thus, the application of traffic priority measures, such as these, along with other amenities that may be associated with the service (e.g., shelters, advance ticket purchase, more comfortable seating) is designed to make longer trips more convenient, shorter (in terms of time), and more comfortable. Both buses and modern streetcars may be employed in certain corridors with these travel/movement privileges that expedite the trip for transit users. Even though the vehicles operate in accordance with posted speed limits and there are a number of bus stops along the route, high-quality transit can

greatly contribute to the effectiveness of the overall transit system. Some services may actually function to support and feed HCT transit services. Super Grid services within the Phoenix region would fit within this category. Arterial streets recommended for consideration for high-quality transit services are: Indian School Road, McDowell Road, Van Buren Street, Buckeye Road, Dysart Road (Western to Indian School), Avondale Boulevard (Lower Buckeye to McDowell), and 99th Avenue.

Express Bus

Although Express Bus service typically is seen as a non-stop or minimum-stop, bus-on-freeway service, the collection and distribution of passengers may occur within the community at specifically designated locations. Generally, Express Buses also will serve one or more P&R facilities. These services cater to longer trip lengths and, typically, offer high-quality, high-speed service. In the case of Express Bus service, higher speeds and lower travel times are more important than ride quality, which is not the case with BRT service. Today, Express Bus services throughout the Valley generally are oriented to Downtown Phoenix.

Local/Circulator/Feeder Bus/Demand Response (Micro-Transit)

This classification of transit service includes four types of bus service and, generally, accounts for the greatest amount of vehicle inventory and operators. It is as close to home as one can get relative to public transportation services and more ubiquitous in the community.

Fixed-Route, Schedule, Regular Bus

Fixed-route, scheduled, regular bus service, is based on the deployment of large vehicles accommodating 40 to 60 passengers operating throughout the region between and among communities. An effort is made to make connections between the different routes as timely as possible to permit system users to reach various destination via more than one route, if necessary.

Neighborhood Circulators

The service of neighborhood circulators is generally focused in and around a specific area (e.g., municipality) or activity center, offering shuttle-type services to/from various features associated with the area or activity center (e.g., downtown). Typically, smaller vehicles (30-35 passengers) operate as circulators, providing connectivity with the regular route bus service or even HCT transit; in the latter respect, it serves as a Feeder Bus (see below). This connectivity permits passengers to ride the bus to the desired destination, such as a downtown area, then use the circulator to reach the specific site within the area; the reverse process supports the return trip.

Feeder Bus

Feeder bus service is similar to circulator service in that the service is provided in a focused area and the intent is to pick up and transport passengers to a transit service supporting continued travel, such as a CR, LRT, BRT, or Express Bus station/stop or terminal. Passengers disembark the feeder bus and board the other service; the return trip is accomplished by reversing this process. Depending on the purpose of this service, vehicles may be the smaller types used for circulator service or larger buses used for fixed-route service.

Demand Response (Micro-transit)

Demand response service (historically referred to as "Dial-A-Ride" and emerging as "micro-transit") generally caters to short, non-work trip purposes, intracommunity trips, and special trips (e.g., medical appointment). Although this class of service generally has specific destinations, it can serve a useful feeder function under certain circumstances and conditions. Usually, Dial-A-Ride/micro-transit vehicles are smaller buses capable of carrying only 12 to 15 passengers (including the driver); however, small vans also are often used for this service, depending on the area served and demand for the service.

Because this class of transit service is highly focused in purpose and operations, it is essentially developed around careful study of land use, activity centers, and how these features of the community interact with the larger transportation system. As previously noted, micro-transit was recently implemented in Avondale at the end of 2022 as a pilot program recommended by the MAG Avondale-Goodyear Transit Study. High demand and success of the pilot lead to rapid expansion of the service area, served by WeRIDE, covering most of Avondale.

Depending upon the realized land uses developed in the area of the future SR-30 freeway, extending the service south of Lower Buckeye Road would provide connectivity to more residents. However, the demand for HCT or express transit along the SR-30 corridor would appear to be unlikely by 2030 (even though it was considered in earlier RTPs).

6. Bike Plan

Bikeways and pedestrian facilities accommodate non-motorized modes of transportation within the City, and provide the option to choose those modes. The proposed Bike Plan for the City of Avondale is consistent with the goals and objectives set forth in the Bicycling Element of the City's General Plan 2030 and the Avondale Active Transportation Plan (2023), which furthers the prospect of providing a network that accommodates multimodal travel. The proposed plan guides the effort to create a system of bikeways that can attract users through lesser travel operating costs, healthier living, and environmental consciousness. While immediate needs may determine near-term improvements, the Plan assumes and the system relies on a comprehensive network of bicycle and pedestrian provisions coupled with amenities/attractions like parks, schools, community centers, commercial areas, employment centers, and transit routes.

Existing Bikeways

A bikeway (bike lane) is defined in the City's General Engineering Requirements Manual as: "an integral section of a roadway that is marked for exclusive bicycle use…Located on each side of the roadway bike lanes are always one-way in the direction of the traffic flow." Additionally, bikeways may be comprised of "shared streets, bike lanes, or multiuse paths in any combination," and designated by signing or by placement on a map. While the City notes that all arterials and collector roads are required to include a bike lane, specific design guidelines for bike facilities are not defined. Consistent with the Active Transportation Plan Final Report, typical bicycle facilities available in the Avondale study area are presented in ***Figure 4-2.*** For additional details, refer to the Active Transportation Plan. Typical bicycle facilities in Avondale include:

- **Bike Lane** – striped lane (4 ft or wider) with pavement markings separating the bike lane from motor vehicle travel lanes. Bike lanes also may have a designated buffer space, further separating bicycles from motor vehicle traffic. Facilities may have curb and gutter present or a flush shoulder, but the gutter pan is excluded from the 4 ft width requirement.
- **Bike Route** – signed, shared roadway without pavement markings that provides shared use for bicyclist and vehicles.
- **Paved Shoulder** – wide shoulder adjacent to the roadway that provides a functional space for bicyclists to travel. Typically, it does not have curb and gutter.
- **Multi-Use Path** - bidirectional pathway (8 ft or wider) that is physically separated from motorized vehicular traffic by an open space or barrier. Multi-use paths may be used by pedestrians, bicyclists, skaters, wheelchair users, joggers and other nonmotorized user.

There are currently about 152 miles of bikeway facilities in the Avondale study area, primarily located on arterial and collector streets according to the Active Transportation Plan. A breakdown of each facility type is depicted in ***Table 6.1***.

Table 6.1 Existing Bicycle and Multi-Use Facilities

Bikeway Facility Type	Length (miles)
Bike Lane Miles	88
Bike Route	4.3
Multi-Use Path – Paved	20.5
Multi-Use Path – Unpaved	14
Paved Shoulder	1.5
Recreation Trails	23.7
Total	**152**

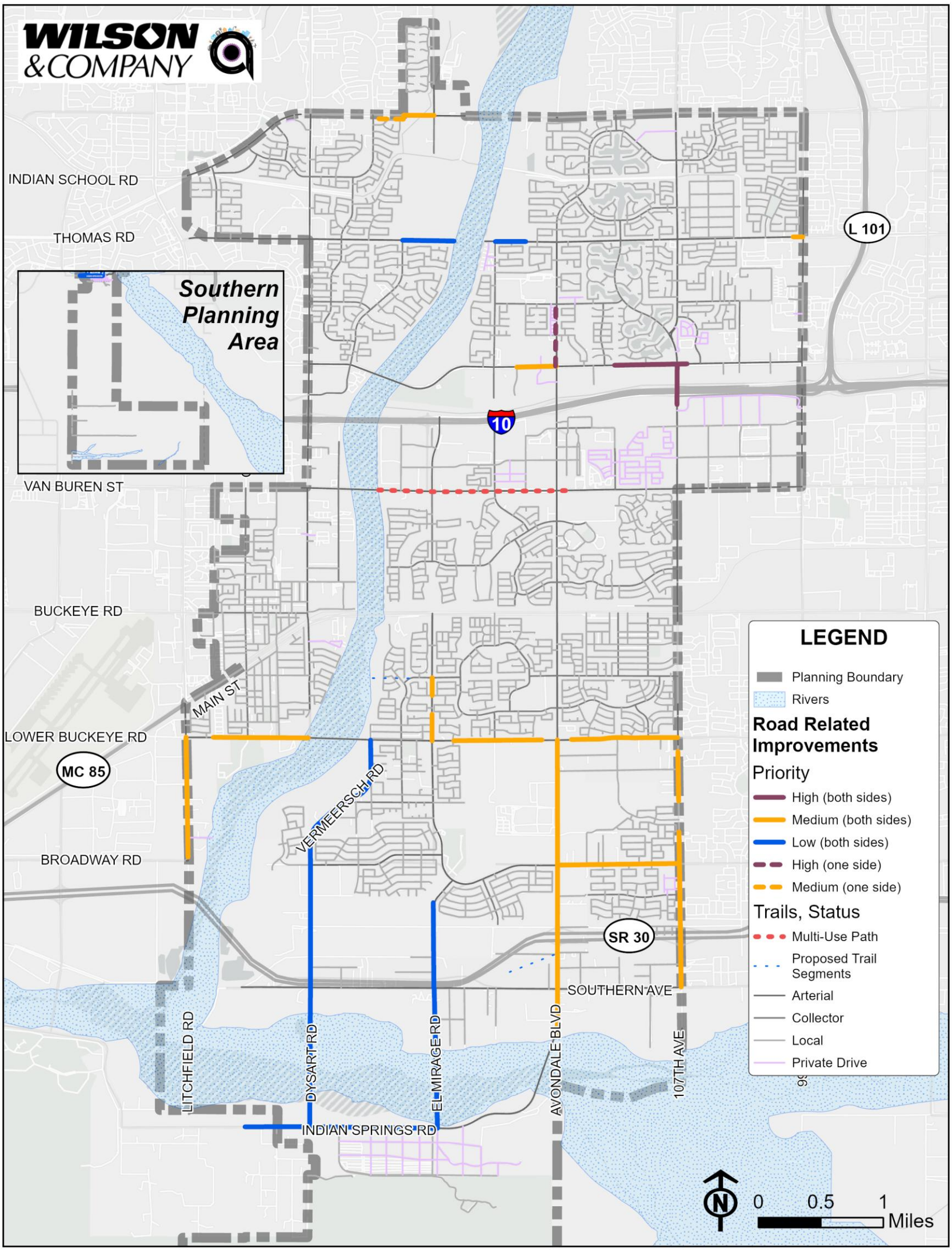
Source: Avondale Active Transportation Plan 2023

Bikeway Improvement Projects

The Active Transportation Plan identified several segments with gaps in the bicycle network, highlighting the opportunity for future connectivity. Generally, the expansion of bikeways will rely on being a part of other roadway widening/ improvement and pavement preservation projects. Providing multimodal accommodations along with the roadway construction permits multimodal choices and contributes to the overall implementation of the bikeway system. There are several planned improvement projects which would implement sections of bikeways as part of roadway improvement projects, resulting in 46.42 added lane-miles. ***Figure 6-1*** shows the net gain in bikeways facilities as a part of these projects. The figure also displays multi-use paths and trails. It should be noted that a multi-use path is a paved, off-street facility designed for shared use by pedestrians, bicyclists, and other non-motorized users. These facilities are typically wider and built to urban design standards, often connecting neighborhoods, schools, parks, and activity centers. In contrast, a trail is an off-street route that may be paved or unpaved and is generally intended for recreational use, such as walking, hiking, or biking.

In addition to incorporation of bicycle amenities on new roadway improvements, there are 21.86 lane-miles of recommended bikeway improvements including 0.8 miles of new multi-use trail segments. To prioritize the needs for implementing a complete bikeway system within the City, a scoring methodology was followed to rank certain segments of the incomplete system. The score, which tops out at 16, has four components contributing a maximum of four points each (partial points possible):

Figure 6-1 Bicycle Network Expansion from Roadway Projects



Connection Type

1—Segment provides limited connectivity; its implementation is generally only for the overall good of the complete system.

2—Segment would link other bikeways within a neighborhood sub-system (or transit element)

3—Segment represents a minor gap that would effectively complete a larger sub- system or network of bikeways.

4—Segment provides a critical linkage between networks of bikeways.

Implementation Effort

1—Little to no provisions in place to implement bikeways.

2—Some provision already in place—e.g., edge striping.

3—Partial improvements, including incomplete bikeways, are present.

4—Only minor additions/improvements needed to provide bikeways.

Associated Projects

1—Requires future bikeway only project.

2—Part of a current bikeway only/related project.

3—Requires future inclusion with a larger roadway improvement project.

4—Part of a current/planned roadway improvement project.

Associated Area

1—No particular associations (i.e., the segment is needed for overall system completion).

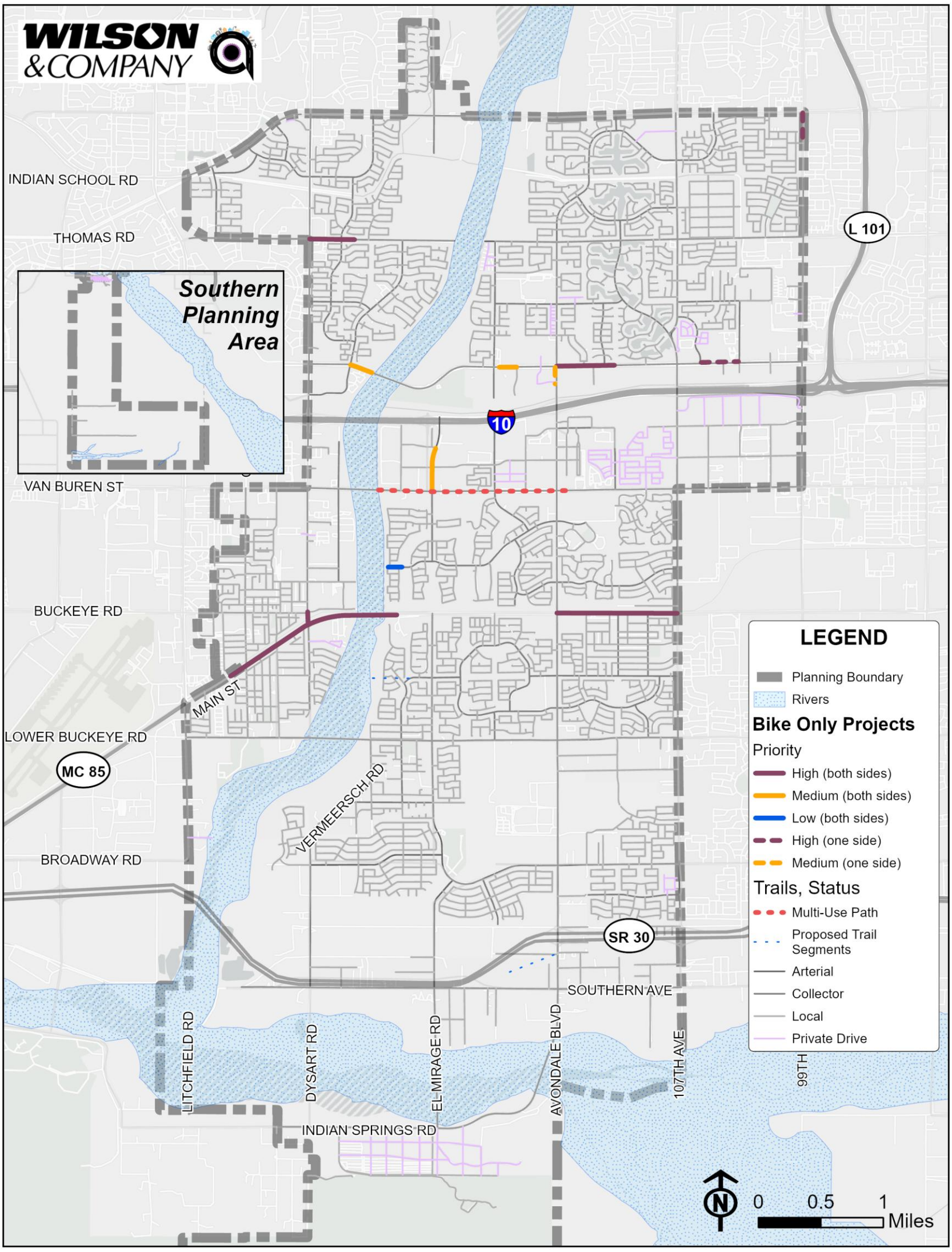
2—Near to a planned infill development district or other equally active area.

3—Near a recreational amenity.

4—Near a community facility.

Based on this scoring methodology and provisions already existing, the potential developable segments were scored. Recommended segments for improvement are presented in ***Figure 6-2***. Additional consideration was given to areas near transit service/stops and locations/segments with bicycle-related crash history. The top segments scored 17.5 and 13.5 out of 20 which involved Van Buren Street and Main Street/Buckeye Road, providing connections of already established sub-networks of bike lanes. Segments scoring 10 or more points were considered “high priority,” which would equate with implementing within the next five years. The next range of scores (7 up to 10) were considered “medium priority,” with an expected outlook of no more than 10 years. Low priority projects may take as long as 15 years to complete, although could be implemented sooner, if opportune roadway improvement projects should occur (either at the City’s discretion or as part of land development).

Figure 6-2 Recommended Bicycle-Only Projects



The City's Standard Details pertaining to roadway cross-sections all include a provision for bike lanes in each direction on roadways other than local streets. On-street bike lanes will be provided as part of all new roadway improvement projects.

Bike Plan Recommendations

The following recommendations are proposed to enhance the utilization of bicycling as a travel mode within the City:

- Require all newly constructed and improved roadways on arterial- and collector-class facilities and all pavement preservation projects to conform to standard cross- sections, which include bike lane provisions.
- Provide bi-directional improvements where current facilities on arterial roadways exist on only one side.
- Provide a bikeways improvement on the Buckeye Canal alignment from 125th Avenue to Agua Fria Trail. Also, divert the existing Buckeye Canal Trail west and south along the SR-30 Right of Way. These trail improvements were not scored along with the roadway bicycle improvements but were given low priority due to expected development schedules.
- Work with developers to provide bicycle-friendly amenities and connections and/or integrate similar aspects into City projects, as appropriate.
- Review public buildings for bicycle-friendly amenities—work with City facilities, parks, and police departments.
- Strive to achieve a Bike Friendly Community rating through the League of American Bicyclists.
- Coordinate efforts and potential projects with information presented in the recently adopted "Avondale Active Transportation Plan" and with an ultimate goal of a bikeway network that connects to Avondale's system of city parks, trailheads, and recreation facilities (e.g., community center, aquatic center, and ASC).
- Implement a roadway re-striping program to include provisions for bike lanes when and where feasible.
- Coordinate with adjacent jurisdictions to achieve continuity of bike lanes across jurisdictional boundaries.

7. Advanced Traffic Management System

An Advanced Traffic Management System (ATMS) results from the marriage of a roadway system and implemented ITS, which includes a variety of technology, such as traffic detectors, monitoring cameras, and communication systems to permit traffic monitoring, optimized traffic signal timing, control over traffic flow, and increased maintenance efficiency by receiving real-time information from the field. The City has already developed an ITS Strategic Plan (July 2010), which previously was summarized in the 2017 Transportation Plan Update and is depicted in this chapter.

Purpose of the ITS Strategic Plan

The Avondale ITS Strategic Plan is a document that presented the existing state of the City's ITS infrastructure and defined interim, as well as long-term, ITS needs. It is a tool for implementing a system of transportation strategies based on a set of known opportunities. In addition, the plan's purpose is to establish the need for ITS investments in the City, to identify priorities to direct ITS investment, and to identify specific projects to be deployed to address needs. These needs are discussed and explained in terms of a regional ITS context.

The City's Vision of ITS

ITS incorporates information and communications technology with transportation infrastructure elements to manage vehicles, loads, and routes to improve safety and reduce vehicle wear, transportation delay, and fuel consumption. Real-time information is used to assimilate and manage the components of a conventional transportation system.

ITS allows the City the flexibility to:

- Alert motorists and transit operators of congestion; improve safety
- Provide real-time transit arrival and departure information to passengers
- Detect and respond to traffic incidents
- Reduce corridor congestion, environmental pollutants, and fuel consumption
- Participate in Regional ITS efforts for reducing response time to, and recovery from, incidents along Interstate 10.

Inventory

In order to formulate a plan for implementing future ITS elements within the City, an accounting of its current inventory of intelligent transportation related infrastructure that is operated and maintained is required. The various infrastructure items are discussed below, as they apply to the City of Avondale.

Traffic Signal System

There are a total of 84 traffic signals operating within or at the border of the city limits. The City controls 55 of these traffic signals, and 6 HAWK beacons while the rest are operated by other jurisdictions. ADOT controls six (6) traffic signals at three of the four interchanges along I-10 within Avondale. MCDOT operates eleven (11) traffic signals: five (5) along Indian School Road, five (5) along Buckeye Road (MC 85), and one (1) along Lower Buckeye Road. The traffic signal at 99th Avenue and Thomas Road is operated by the City of Phoenix; the City of Tolleson has jurisdictional control over three (3) signals along 99th Avenue south of I-10; and the City of Goodyear operates two (2) traffic signals: one (1) at Litchfield Road and Buckeye Road (MC 85) and another at 135th Avenue and Thomas Road.

The City has communications to all of its current traffic signals. Fiber optic communications serves the majority of the traffic signals, with a few locations served by cellular communications. The locations with cellular communications are 107th Avenue & VB, Avondale Boulevard & Encanto, Avondale Boulevard & Thomas, VB and Central, Western Avenue & Central Avenue, and all the traffic signals on Indian School Road except Dysart Rd, which does have fiber optic communication. All other traffic signals are on fiber optic communication. Some of the intersections noted as having cellular communication do not have it currently but are scheduled to receive it before 2026.

Figure 7-1 shows the ITS infrastructure from the latest inventory summary in the 2017 Transportation Master Plan Update. The map features ITS components including traffic signal interconnect conduit, wireless communication, and Closed-Circuit Television (CCTV) locations in the study area.

The creation of a formal Transportation Operations Center/ Emergency Operations Center (TOC/EOC) in the Phoenix Raceway building, and a mini-TOC in the Traffic Engineering office, both at the Civic Center campus, allows for the efficient gathering and dissemination of information, so that City staff can effectively assess and respond to the needs and conditions of the City's transportation system. Continual review of the latest controllers and corresponding software enhances the operations of the TOC. The TOC/EOC facilities allows for multiple personnel to view (via wall-mounted video display), discuss, and respond to traffic conditions (e.g., construction zones) or incidents that may be occurring. The technology of the TOC's also makes administering special traffic signal timing (as directed by a signal technician or police officer) and/or collecting traffic volume data routine tasks. The TOC also serves as a gateway for enabling regional communication, collaboration, and operational connectivity.

Figure 7-1 ITS Infrastructure — 2017 Transportation Master Plan Update

Traffic Signal Controllers and Coordination

The City of Avondale uses Econolite Cobalt controllers and Type 332 cabinets at its signalized intersections. The Central traffic control system is the Econolite Centracs system. All intersections controlled by the City communicate with a central system, allowing for remote monitoring and upload/download abilities. These intersections run time of day plans and are unable to send an alarm if they are not working properly. The majority of Avondale's signalized intersections use video detection. Very few remaining intersections have loop detection. No signalized intersections are without detection.

Communications

Please see above paragraphs for the extent of the City's fiber optic and cellular communication network (for transportation needs). Regionally, as part of the Arizona Department of Transportation Regional Community Network (RCN), a fiber communication network between MAG member agencies is being implemented to allow traffic operation centers and public safety agencies to better communicate and respond more efficiently to transportation related issues Avondale is connected to the RCN.

Emergency Vehicle Preemption

Most of the City traffic signals employ Tomar preemption sensors that permit cycling of the signal phasing to provide green lights corresponding with the approaching emergency vehicle. Additionally, the controller cards within the signal cabinets are accessible by laptop computer to assist with efficient trouble-shooting of bad detectors.

CCTV Cameras

All City traffic signals have CCTV cameras installed for remote viewing by City technicians, Avondale PD Staff, the staff at the Real Time Crime Center in Glendale and the Construction Inspection staff. The cameras are able to pan, tilt, and zoom to show traffic conditions, near-by incidents, or traffic signal indications. The cameras run over Internet Protocol (IP) and are displayed via the Luxriot video app provided free by MAG. (refer to ***Figure 7-1***).

Dynamic Message Signs

No DMS/VMS panels are owned by the City. Any use is via rental services and primarily provided by the function driving the need.

ITS-Related Issues

The following are some of the transportation-related issues the City currently is facing, which would be resolved through effective ITS deployment.

Traffic Signal Coordination

Most of Avondale's traffic signals along its corridors are coordinated. Even the Traffic signal controllers not connected to the central system have GPS devices to keep their internal clocks updated to correct daily time, allowing for coordination as well. Likewise, a breakdown in communication can also affect coordination. Lack of signal coordination results in undue delays and increased travel times, as well as hinders seamless traffic operations. With the City currently utilizing fiber optic cabling and cellular wireless communications to all of its traffic signals, reliability is not an issue or a concern.

Traveler Information Dissemination

The City currently has the means to broadcast or distribute traffic-related information in a real-time context but has not implemented such a program. Permanent dynamic message signs along with enhanced website-based information would be two ITS elements that could help bridge this information dissemination gap. Utilizing the regional 511 telephone system and "www.az511.com" website would improve traveler information dissemination in the City.

Event Traffic Management

Phoenix Raceway (PR) is located within the City's planning area (south of Gila River), so event-related traffic is a periodic concern. Routes to and from PR typically consist of City roadways. Even though traffic currently is managed by the PR event staff, with County oversight, that responsibility could easily transfer to the City in future years. Major event intersections are directed by police. ADOT-operated DMS provide route information to drivers. Other events could include closures, restrictions, or incidents involving I-10, which divides the City; incidents on I-10 have the potential to divert large volumes of traffic onto parallel roadways traversing the City.

Limited Resources

Over the past 5 years plus, the City has budgeted more funds to the City's traffic system enabling nearly all controllers to be updated to the newest Econolite Cobalt controllers and software, to nearly having video detection at all intersections, to having CCTV at all intersections, and having ARID capabilities, and ASTPM data collection at 13 intersections on Dysart Road. Use of City staff for planning, designing, installing, and maintaining ITS elements has proven to be very cost-effective (or time-saving) and beneficial for improving staff efficiencies, retention, and training.

Assessment of ITS Needs

Identification

Given the City's emerging ITS infrastructure, many of the possible ITS elements have been added to the system. The City continues to review newer technologies to keep finding improvements in the traffic flow and congestion. Logic has been introduced into a few controllers at intersections experiencing significant impact from pedestrians. Several intersections have been identified for improvements, such as Dysart & McDowell, to reduce peak hour congestion. HAWK beacons have been constructed at 6

locations near elementary schools. Unfortunately, no communications have been provided to those beacons, nor at any of the various school zone flashers. Fiber optic communication to Indian School Road is not in the near future, but cellular communications will continue at those intersections.

One of the most interruptive issues affecting coordination on some City streets are pedestrians. Several intersections on Dysart Road, Avondale Boulevard, and McDowell Road experience ped related impacts to coordination. City has tried changing cycle lengths but that resulted in induced delays from the long cycle lengths. Currently the traffic signals in town do not accommodate pedestrians within the cycle lengths, and the City tolerates the impacts.

Prioritization of Needs

The ITS needs are prioritized within the Long-Term phase of the plan (see ***Table 7.1*** and ***Table* 7.2** below). Long-Term priority communication links are presented in ***Figure 7-2***. As needed, the City may exercise discretion in adhering to the prioritized projects as unforeseen project/funding opportunities arise in the course of other events.

Table 7.1 Long-Term Medium Priority Needs

Description	
Expanded video surveillance	**Use of driver feedback signs**
Data collection stations & data extraction / storage	**Incident management system (enhanced)**
Dynamic message signs (permanent)	**Interagency incident management**
Automatic incident detection (enhanced)	**AVL equipment for emergency vehicles**
Interagency data sharing / coordination (enhanced)	**Dynamic route mapping for emergency dispatch center**

Table 7.2 Long-Term Low Priority Needs

Description	
Enhanced traffic control capabilities	Use of CCTV for remote monitoring (enhanced)
Use of probe vehicles for data gathering	Mobile access to incident management data (enhanced)
Dynamic detour routing	Flood detection (enhanced)
Real-time construction information	Work zone traffic management
Web-based traveler information (enhanced)	AVL equipment for maintenance vehicles
Transit signal priority / real-time arrival / departure information	

Figure 7-2 Long-Term Priority Communication Links

Funding Sources

Since many ITS projects can affect reduction in emissions or improve safety, Federal funding is available upon request and approval of the particular project. Also, since ITS can benefit other City divisions (e.g., police, emergency services, and information technology), there is a real opportunity to share funding burdens. Cost-sharing makes ITS projects a more cost-effective improvement endeavor. ***Table 7.3*** provides further information about potential funding sources that may be available to the City for implementing its Intelligent Transportation System.

Implementation Plan

Based on the Avondale ITS Strategic Plan ***Table 7.4*** reflects the prospective projects, their approximate schedules, and anticipated costs. ***Figure 7.3*** represents a continuation of the preceding plan for the ultimate ITS communication structure envisioned for the City of Avondale.

Table 7.3 Revenue Sources for ITS

Revenue Sources	Description
Congestion Mitigation & Air Quality Program (CMAQ), Federal Highway Administration (FHWA)	**Flexible CMAQ funds may be used for various types of projects to improve air quality. The FHWA encourages the use of such funds specifically to evaluate the cost-effectiveness and benefits to public health associated with projects aimed at reducing particulate matter (PM) in non-attainment and maintenance areas, as defined under the Clean Air Act. ITS projects directed toward reducing congestion are among eligible actions relating to the reduction of PM. Funding requests require project-specific information pertaining to expected change in travel speed, daily traffic volumes, and project length/area.**
Highway User Revenue Fund (HURF), State of Arizona	**The State of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways. Revenue collections include: gasoline and use fuel taxes, motor carrier fees, vehicle license tax, motor vehicle registration fees, and other miscellaneous fees. Revenues are deposited into the HURF, then distributed to the State Highway Fund, cities with population over 300,000, towns, and counties. Funds in the State Highway Fund are further distributed to the Maricopa Association of Governments-MAG (12.6%) and Pima Association of Governments-PAG (2.6%) with the remainder devoted to the State Highway System (SHS). The City of Avondale can request HURF funding through application to MAG, which translates all requests into the regional TIP. Avondale received $4,916,825.89 from HURF in FY 2016**
Vehicle License Tax (VLT) [approximately 55% of monies not	**Owners of vehicles that are registered for operation on the highways of Arizona pay the VLT. It is an ad valorem tax based on the assessed value of the vehicle. Approximately 45 percent of revenues collected from the VLT is distributed to the HURF, cities, towns, and counties share in the remainder. (49.5%). Avondale received in $3,112,623.22 from the VLT in FY 2016.**
Local Transportation Assistance Fund (LTAF)	**The LTAF was funded from state lottery proceeds, but this source was eliminated by the State Legislature in 2010. In its last year, the LTAF generated $32.2 million statewide and $22 million was allocated to local jurisdictions. It was used mostly to support transit service, because the Arizona Constitution prohibits HURF from being used to support public transportation programs. The LTAF was repealed by the State Legislature, but a court order required continuation in Maricopa County, due to Federal air quality conformance commitments incorporated in the State Transportation Improvement Program (STIP). Funds for public transportation are now capped in Maricopa County at $18 million annually, and Valley Metro reports receipt of $16.2 million per year beginning in 2011.**
Local Transportation Excise Tax	**Cities can adopt additional transportation excise taxes ranging between 0.2% and 0.5%. The City of Avondale does not have a transportation excise tax in place. However, in November, 2004, Maricopa County voters approved Proposition 400, which extended a 1/2-cent sales tax to December 31, 2025. Revenue from this tax are deposited in the Regional Area Road Fund (RARF), which is administered by the ADOT. Proposition 400 revenues are distributed between the road and street system (66.7%) and public transportation (33.3%). Public transportation funds are available for capital costs, maintenance and operation of public transportation classifications along with capital costs and utility relocation costs associated with a light rail public-transit system. There is no formula for distributing funds, but submitted projects by Maricopa County jurisdictions are evaluated, ranked, rated, prioritized, and incorporated in the RTP by committees representing the various jurisdictions.**
Private Funds	**These funds are provided by private land developers usually expended as part of a land development project.**

Table 7.4 ITS Project Implementation Schedule & Cost Estimates

Project Number	Project Name	Project Description	Total Project Budget	Fiscal Year(s) Construction
		CIP Projects		
T0031	**Communication Conduit and Fiber Backbone Program***	Introduce fiber optic communications primarily along Dysart Rd from Indian School Rd to Rancho Santa Fe Blvd + spur extension along McDowell and Indian School Rd (west).	$1,400,000	FY 2025
		Establish a hard-line fiber optic connection between Project #1 and Dysart Rd signals between I-10 and Van Buren St and the City's communication tower on Eliseo C. Felix Jr. Way + spur extension of fiber optic along Van Buren St west to Central Ave.		
		Introduce fiber optic communications along Dysart Rd from Van Buren St to Lower Buckeye Rd and the interim TOC at the MOSC Building		
		Install fiber optic lines within existing conduit in various locations throughout the City. If installation is in isolated portion of the overall network, then wireless communication equipment to be installed at "gateway" point.		
		Introduce fiber optic communications primarily along McDowell Rd from Avondale Blvd to 99th Ave.		
		Establish fiber optic communications along Van Buren St from the Project #2 terminus east to planned/implemented fiber communications along Avondale Blvd		
		Extend fiber optic communications farther south on Avondale Blvd from the Project #4 terminus at MC 85 to Lower Buckeye Rd		
		Implement fiber optic communications along Lower Buckeye Rd to establish connection between interim TOC and Avondale Blvd (at terminus to Project #8). If traffic signals planned along Lower Buckeye occur before this project, then wireless communication equipment will be needed.		
T0213	**Traffic Signal - 107th Avenue and Roosevelt Street**	Based on the guidance from Figure 3-4, implement fiber optic communications with the planned traffic signals along 107th Ave south of I-10. (wireless communication will be needed in interim)	$600,000	FY 2025
T0251	**Traffic Signal - Roosevelt Parkway and Van Buren Street - Unplanned**	This project will design and construct a traffic signal using a MCDOT style pole at the intersection of Roosevelt Parkway and Van Buren St in FY2030. It is anticipated that private developments at this intersection will contribute 50% to the cost of design and construction of the traffic signal. 50% will be paid by the City.	$600,000	FY 2029
T0252	**Traffic Signal - Roosevelt Street and 107th Avenue**	This project will design and construct a traffic signal using a MCDOT style pole at the intersection of Roosevelt Parkway and 107th Ave in FY2030. It is anticipated that private developments at this intersection will contribute 25% to the cost of design and construction of the traffic signal. 75% will be paid by the City.	$600,000	FY 2025-2027
T0253	**Traffic Signal - 111th Avenue and Van Buren Street – In Design**	This project will design and construct a traffic signal using a Maricopa County Department of Transportation (MCDOT) style pole at the intersection of 111th Ave and Van Buren St in FY2026. 100% will be paid by the City.	$600,000	FY 2025-2026
		ITS Plan Projects	**Capital Cost Estimate**	**Operations & Maint. Cost Estimate/Year**
-		As opportunities in funding, development associations, and other agency activity presents itself, introduce sections of the overall communication ring structure per Figure 4-1	Fiber installation: ~190k / mi in new ~30k / mi in ex. conduit O&M: $400/mi/yr	
		Introduce CCTV cameras to new traffic signal locations based on factors such as traffic demand, crash history, critical location.	$10,000 / location	$ 1,000
		Participate in the RCN sharing of intersection SPM's and CCTV control and images with APD and the Real Time Crime Center in Glendale.	$ 50,000	$ 15,000
		Remaining ITS needs (per report listings) to be addressed in various projects implemented throughout the remainder of the 20-year plan, based on future determination of needs and funding sources.	$ -	$ -

Figure 7-3 Ultimate ITS Communication Plan

8. Funding

Future transportation needs of the City, as identified in the preceding chapters, provides the foundation for determining funding needs. Once funding needs are determined, obtaining funding to satisfy those needs with proposed improvements is a challenging task. FHWA has historically made "fiscal constraint" the go-to framework, even mind set, guiding the fiscal decision-making process. Given the volatility of economic conditions at any point in recent time, there is typically a need to apply principles of fiscal constraint, if for no other reason than the Federal transportation guidance requires it. This chapter will estimate the gross estimated costs to implement the envisioned transportation system and the possible funding sources.

Summary of Improvement Costs

Based on the information and transportation system needs identified in previous chapters, a summary of the estimated transportation improvement costs is presented in ***Table 8.1***. The cost estimates presented in the table rely on information from current City CIP projects, estimates within the past 3 years, and other sources. As a result of significant inflation attributed to global events including the prolonged COVID-19 Pandemic, supply chain disruptions in labor and material, and other economic factors, all types of construction projects have experienced sharp increases in unit costs. The previous Transportation Plan in 2017 cited a unit cost of $1,500,000 per lane mile, which is now approximately $3,500,000 per lane mile.

Although specific projects will encounter specialized costs such as utility relocations, atypical complications concerning right-of-way acquisition, etc., generally the construction cost estimate considered to improve one lane-mile of arterial roadway was $3,500,000. One lane-mile of minor arterial roadway was estimated to cost about $1,300,000, and one lane-mile of collector roadway was estimated to cost about $1,000,000. If bridge construction/widening is involved, then the construction estimate is doubled. The $130,000 per bike lane-mile cost estimate used for bike lanes (presumed in both directions) that are not associated with a related roadway widening project (which would already include bike lane provisions) was assumed to cover projects where only striping and/or minor widening/curb work was required. The transit improvement cost estimate was previously determined and carried over from the previous transportation plan update.

Table 8.2 through ***Table 8.4*** provide a detailed breakdown of improvement costs for roadways, bridges, and bike lanes. Improvement costs associated with ITS improvements were detailed previously. ***Table 8.2a*** and ***Table* 8.2*b*** collectively represent total roadway projects. ***Table 8.2a*** exhibits the current City CIP summary of transportation related projects, including various projects identified in the recommended project list (previously detailed in the Street Plan Chapter). The CIP summary reflects a more detailed, comprehensive engineering cost estimate for the respective projects. ***Table 8.2b*** addresses the planning-level roadway improvement costs for future projects identified throughout the Horizon Year 2040 that were not immediately incorporated into the City's CIP and are not included in ***Table 8.2a***.

Table 8.1 Summary of Improvement Costs

Roadway/Improvement Type	Number of Projects	Overall Lane-Miles to be Constructed	Estimated Construction Cost for Projects (1,000s)
Roadway/Intersections	63	74 (Does not include Capital Improvement Project miles)	**$312,073**
River Bridges (new*)	3	7	**$119,981**
Bike Lanes/trails not expected to be associated with roadway projects	20	21.22	**$2,122**
Intelligent Transportation Systems Deployment**	n/a	n/a	**$2,156**
Transit Improvements**	n/a	n/a	**$623,736**
Total Estimated Cost (2024 dollars)			**$460,068**

***** Includes **alternate Dysart Road bridge over the Agua Fria River**

****** The **cost estimate is based on the previous ITS Strategic Plan and should be reviewed/revised following the analysis of ITS improvements in the updated plan.**

^ Additional costs not identified include right-of-way acquisition costs, design, O&M, and/or contingencies.

Table 8.2a City of Avondale 2024 Refined Capital Improvement Projects Summary

CIP ID #	Road Segments and Intersection Improvements	Description	Cost	Fiscal Year(s) Construction
		Transportation Projects		
P0012	Agua Fria Trail	Pedestrian Bridge Phase II	**$456,000**	FY 2025-2026
P0084	Agua Fria River	Multimodal Trail System	**$424,842**	FY 2025-2026
T0161	Western from Central to 4th	Roadway improvements	**$2,025,000**	FY 2025-2026
T0200	Old Town Avondale	Roadway improvements	**$9,752,121**	FY 2025-2026
T0201	Old Town Avondale	Roadway and pedestrian improvements	**$11,138,000**	FY 2025-2026
T0203	Old Town Avondale	Roadway and pedestrian improvements	**$6,718,000**	FY 2025-2026
T0240	Old Town Avondale	Roadway and pedestrian improvements	**$5,078,000**	FY 2025-2027
T0206	99th & Encanto	Traffic Signal Addition	**$710,000**	FY 2025-2026
T0336	Avondale & Palm	HAWK Signal Addition	**$280,000**	FY 2025-2026
T0338	El Mirage & Palm	HAWK Signal Addition	**$315,000**	FY 2025-2026
T0339	Coldwater Springs & 118th	HAWK Signal Addition	**$290,000**	FY 2025-2026
T0341	Central & Holly	HAWK Signal Addition	**$275,000**	FY 2025-2026
T0342	El Mirage & Northern Alamar Park	HAWK Signal Addition	**$280,000**	FY 2025-2026

Table 8.2b Planning-Level Roadway Improvement Costs

Roadway Improvement Extent		Proposed Lane Additions	Proposed Facility Type	Distance (Mi)	Cost	Project Year
Thomas Rd	Rancho Santa Fe Blvd to 122nd Ave	3	4-Lane Arterial	0.4	**$4,076,705**	2050
Thomas Rd	122nd Ave to 119th Ave	5	4-Lane Arterial	0.4	**$6,297,348**	2050
Thomas Rd	119th Ave to 118th Dr	3	4-Lane Arterial	0.1	**$1,332,386**	2050
Thomas Rd	118th Dr to Avondale Blvd	2	4-Lane Arterial	0.4	**$2,532,197**	2050
Thomas Rd	Avondale Blvd to 107th Ave	1	4-Lane Arterial	1.0	**$3,165,246**	2050
McDowell Rd	117th Ave to Avondale Blvd	2	6-Lane Arterial	0.3	**$2,227,273**	2050
Van Buren St*	Agua Fria River to Links Dr	2	6-Lane Arterial	1.0	**$7,140,000**	2050
Van Buren St*	Links Dr to Avondale Blvd	2	6-Lane Arterial	0.5	**$3,570,000**	2030
Van Buren St*	Avondale Blvd to 111th Ave	3	6-Lane Arterial	0.5	**$4,911,932**	2050
Van Buren St*	111th Ave to 107th Ave	2	6-Lane Arterial	0.5	**$3,473,485**	2050
Lower Buckeye Rd	Litchfield Rd to Palm Vista	3	4-Lane Arterial	0.3	**$2,963,068**	2030
Lower Buckeye Rd	Palm Vista to El Mirage Rd	3	4-Lane Arterial	1.7	**$17,850,000**	2030
Lower Buckeye Rd	El Mirage Rd to Avondale Blvd	2	4-Lane Arterial	1.0	**$7,000,000**	2030
Lower Buckeye Rd	Avondale Blvd to 111th Ave	1	4-Lane Arterial	0.5	**$1,657,197**	2030
Lower Buckeye Rd	111th Ave to 107th Ave	2	4-Lane Arterial	0.5	**$3,433,712**	2030
Alamar Blvd	Dysart Rd to El Mirage Rd	2	4-Lane Arterial	1.1	**$7,350,000**	2050
Broadway Rd	Avondale Blvd to 107th Ave	2	4-Lane Arterial	1.0	**$6,827,652**	2050
Southern Ave	119th Ave to 107th Ave	3	4-Lane Arterial	1.5	**$15,750,000**	2030
Indian Springs Rd	Western City Limits to El Mirage Rd	3	4-Lane Arterial	1.1	**$11,025,000**	2050
Litchfield Rd	Lower Buckeye Rd to Broadway Rd	3	4-Lane Arterial	1.0	**$10,500,000**	2050
Dysart Rd	Indian School Rd to Fairmont Ave	2	6-Lane Arterial	0.3	**$1,948,864**	2030
Dysart Rd	MC 85 to Whyman Rd	2	4-Lane Arterial	0.7	**$4,865,530**	2050

Table 8.2b Planning-Level Roadway Improvement Costs continued

Roadway Improvement Extent	Proposed Lane Additions	Proposed Facility Type	Distance (Mi)	Cost	Project Year	
Dysart Rd	Whyman Rd to Lower Buckeye Rd	5	4-Lane Arterial	0.2	**$3,877,841**	2050
Dysart Rd	Vermeersch Rd to Southern Ave	3	4-Lane Arterial	1.4	**$14,700,000**	2050
Dysart Rd	Southern Ave to Indian Springs Rd	5	4-Lane Arterial	1.1	**$19,600,000**	2050
El Mirage Rd	Northern City Limits to Indian School Rd	2	4-Lane Arterial	0.7	**$5,170,455**	2050
El Mirage Rd	Durango St to Lower Buckeye Rd	1	4-Lane Arterial	0.5	**$1,776,515**	2050
El Mirage Rd	Lower Buckeye Rd to Illini St	2	4-Lane Arterial	0.6	**$4,321,970**	2050
El Mirage Rd	Broadway Rd to Indian Springs Rd	3	4-Lane Arterial	2.0	**$21,420,000**	2050
Avondale Blvd	Palm Ln to McDowell Rd	1	4-Lane Arterial	0.3	**$875,000**	2050
Avondale Blvd	McDowell Rd to I-10	1	6-Lane Arterial	0.3	**$994,318**	2050
Avondale Blvd	Lower Buckeye Rd to Broadway Rd	3	6-Lane Arterial	1.0	**$10,500,000**	2050
Avondale Blvd	SR-30 to Southern Ave	3	6-Lane Arterial	0.3	**$2,982,955**	2050
107th Ave	I-10 to Van Buren St	2	6-Lane Arterial	0.7	**$5,210,227**	2050
107th Ave	Lower Buckeye Rd to Broadway Rd	2	4-Lane Arterial	1.0	**$7,000,000**	2050
107th Ave	Broadway Rd to Southern Ave	3	4-Lane Arterial	1.0	**$10,500,000**	2050
99th Ave	Indian School Rd to Osborn Rd	2	6-Lane Arterial	0.5	**$3,526,515**	2050
99th Ave	Osborn Rd to Thomas Rd	3	6-Lane Arterial	0.5	**$5,250,000**	2050
99th Ave	Thomas Rd to West Virginia Ave	3	6-Lane Arterial	0.3	**$2,625,000**	2030
99th Ave	West Virginia Ave to Costco	3	6-Lane Arterial	0.6	**$6,602,273**	2030
TOTAL					**$256,830,663**	

**Van Buren Street from Dysart Road to 99th Avenue has been identified for arterial widening during years 2031-2035 with matching funds allocated from MAG Prop 479 Arterial Life Cycle Program*

Table 8.3 Planning-Level Bridge Improvement Costs

Roadway Improvement Extent		*Proposed Lane Additions*	*Proposed Facility Type*	*Distance (Mi)*	*Cost*	*Project Year*
Thomas Rd	*Agua Fria Bridge*	*5*	*Bridge 4-Lane Upgrade*	*0.3*	***$36,533,251****	*2050*
Lower Buckeye Rd	*Agua Fria Bridge*	*5*	*Bridge 4-Lane Upgrade*	*0.5*	***$84,000,000***	*2050*
Dysart Rd	*Gila River Bridge*	*5*	*Bridge 4-Lane Upgrade*	*0.8*	***$57,007,576***	*2050*
TOTAL					***$177,540,827***	

**Sourced from MAG Prop 479 Arterial Life Cycle Program*

Table 8.4 Planning-Level Bicycle Improvement Costs

Facility	Improvement	Directional	Distance (Mi)	Cost
Indian School Rd	Santa Fe Trl to Indian School Crossing	Eastbound	0.3	**$32,500**
Indian School Rd	Powerlines to Agua Fria Trail	Westbound	0.1	**$12,311**
Thomas Rd	135th Ave to Dysart Rd	Eastbound	0.5	**$71,402**
Thomas Rd	Dysart Rd to 550' E of Santa Fe Trl	Bidirectional	0.4	**$93,561**
Thomas Rd	126th Ave alignment to Agua Fria Trail	Bidirectional	0.5	**$130,985**
Thomas Rd	119th Ave to 116th Dr alignment	Bidirectional	0.3	**$70,909**
Thomas Rd	500' W of 99th Ave to 99th Ave	Bidirectional	0.1	**$24,621**
McDowell Rd	Rancho Santa Fe Blvd to Agua Fria Trail	Bidirectional	0.2	**$52,197**
McDowell Rd	119th Ave to 112th Ave	Bidirectional	1.6	**$403,000**
McDowell Rd	Aventura Way to 103rd Ave	Westbound	0.2	**$25,114**
Van Buren St	Agua Fria Trail to Versante Apartment Homes	Bidirectional	1.8	**$455,000**
Litchfield Rd/Main St	Lower Buckeye Rd to 113th Ave	Northbound/Eastbound	0.7	**$88,144**
Main St/Buckeye Rd	113th Ave to 600' E of Agua Fria Trail	Bidirectional	1.5	**$390,000**
Buckeye Rd	600' E of Agua Fria Trail to 850' E of El Mirage Rd	Eastbound	0.4	**$55,398**
Buckeye Rd	Avondale Blvd to 107th Ave	Bidirectional	1.0	**$250,644**

Table 8.4 Planning-Level Bicycle Improvement Costs continued

Facility	Improvement	Directional	Distance (Mi)	Cost
Lower Buckeye Rd	Palm Vista to Dysart Rd	Bidirectional	0.8	**$195,492**
Lower Buckeye Rd	121st Ave to 107th Ave	Bidirectional	1.8	**$468,000**
Alamar Blvd	Dysart Rd to El Mirage Rd	Bidirectional	1.1	**$273,000**
Broadway Rd	Avondale Blvd to 107th Ave	Bidirectional	1.0	**$253,598**
Indian Springs Rd	Western City Limits to El Mirage Rd	Bidirectional	1.1	**$273,000**
Dysart Rd	Western Ave to Main St	Bidirectional	0.1	**$23,636**
Dysart Rd	Lower Buckeye Rd to Indian Springs Rd	Bidirectional	3.4	**$891,288**
Fairway Dr	Van Buren St to Garfield St	Bidirectional	0.4	**$91,591**
El Mirage Rd	Durango St to Davis Ln	Bidirectional	0.1	**$37,424**
El Mirage Rd	Davis Ln to Calle Hermosa	Southbound	0.2	**$23,636**
El Mirage Rd	Calle Hermosa to Lower Buckeye Rd	Bidirectional	0.2	**$46,780**
El Mirage Rd	Lower Buckeye Rd to Illini St	Southbound	0.6	**$80,511**
El Mirage Rd	Southern Ave to Indian Springs Rd	Bidirectional	1.1	**$293,977**
Avondale Blvd	Encanto Blvd to 550' N of I-10 north side	Southbound	0.7	**$88,144**
Avondale Blvd	Lower Buckeye Rd to Gila River	Bidirectional	2.4	**$618,977**
107th Ave	McDowell Rd to I-10 south side	Northbound	0.3	**$66,970**
107th Ave	I-10 south side to Dealer Dr.	Southbound	0.1	**$15,019**
107th Ave	Lower Buckeye Rd. to 650' S of Lower Buckeye Rd	Bidirectional	0.1	**$16,004**
107th Ave	650' S of Lower Buckeye Rd to Powerlines	Southbound	0.4	**$99,962**
107th Ave	Powerlines to Atlantis Way	N/A	0.3	**$32,992**
107th Ave	Atlantis Way to Southern Ave	Bidirectional	1.3	**$325,000**
99th Ave	Indian School Rd to McDowell Rd	Southbound	2.0	**$260,000**
Corporate Dr	Fairway Dr to 119th Ave	Bidirectional	0.5	**$129,508**
119th Ave	Corporate Dr (W) to Corporate Dr (E)	Bidirectional	0.0	**$8,864**

Table 8.4 Planning-Level Bicycle Improvement Costs continued

Facility	Improvement	Directional	Distance (Mi)	Cost
Corporate Dr	119th Ave to 117th Ave	Bidirectional	0.3	**$65,492**
117th St	Corporate Dr to Roosevelt St	Bidirectional	0.2	**$50,720**
Roosevelt St	117th Ave to Avondale Blvd	Bidirectional	0.3	**$68,939**
Central Ave	Western Ave to Main St	Bidirectional	0.4	**$110,795**
Vermeersch Rd	Lower Buckeye Rd to Dysart Rd	Bidirectional	1.0	**$260,000**
TOTAL				**$7,325,106**

Funding Sources

The following summaries of funding/revenue sources are presented as possible mechanisms for funding the City's transportation needs. Funding sources cover federal, state, and local levels. Each source has disbursement/administrative authorities that vary between the FHWA, ADOT, and MAG. Accompanying each summary is an example project that could benefit from the funding source. Although this information is not intended as a specific funding plan for any one project or recommended component of the City's overall transportation system, it presents a framework within which projects may be evaluated, rated, and prioritized for implementation.

Federal Funding Sources

Federal Transit Administration

TRANSIT-ORIENTED DEVELOPMENT PLAN (TOD)

The Transit Oriented Development (TOD) planning program provides funding for efforts associated with an eligible transit project for which the project sponsor will seek funding through FTA's Capital Investment Grants Program. TOD focuses growth on transit stations to create compact, mixed-use communities with easy access to jobs and services. TOD capitalizes on public investments in transit and supports transit systems by increasing ridership and fare revenue.

Eligible Activities:
Grants are available to assist in financing comprehensive or site-specific planning associated with eligible projects that seek to:

- Enhance economic development, ridership, and other goals established during the project development and engineering processes.
- Facilitate multimodal connectivity and accessibility.
- Increase access to transit hubs for pedestrian and bicycle traffic.
- Enable mixed-use development
- Identify infrastructure needs associated with the eligible project.
- Include private-sector participation

STATE OF GOOD REPAIR AND RAIL VEHICLE REPLACEMENT PROGRAM

The State of Good Repair grants program provides financial assistance to transit agencies that operate fixed-guideway and high-intensity motorbus systems for the maintenance, replacement, and rehabilitation of capital assets, including competitive grants for rail rolling stock, as well as for the development and implementation of transit asset management plans. These funds reflect a commitment to ensuring that public transportation operates safely, efficiently, reliably, and sustainably so communities can offer balanced transportation choices that help to improve mobility, reduce congestion, and encourage economic development.

Eligible Activities:
Projects that maintain, rehabilitate, and replace capital assets, including rail rolling stock, and projects that implement transit asset management plans are included.

JOINT DEVELOPMENT PROGRAM

The Joint Development is the coordinated development of transit facilities with non-transit commercial and residential projects. The Joint Development program allows FTA grant recipients to use FTA capital grant program funds or FTA-funded real property for joint development.

Eligible Recipients:
An FTA grant recipient may propose a joint development project that either (a) will be financed with an FTA grant, or (b) will make use of project property that is subject to the federal interest. Eligible joint development expenses can be funded through all of FTA's capital grant programs. FTA-assisted joint developments are subject to the requirements of the FTA grants program through which they receive funding.

Eligible Activities:
FTA funds may be used to pay for many aspects of joint development, including costs associated with eligible planning and capital activities. As required by statute (49 U.S.C. § 5302(3)(G)), joint development projects are eligible for FTA funding if they meet the following eligibility criteria:

1. Economic Benefit: Projects must either enhance economic development or incorporate private investment.
2. Transit Benefit: Projects must either enhance the effectiveness of transit and be related physically or functionally to public transportation, or establish new or enhanced coordination between public transportation and other transportation
3. Fair Share of Revenue: Projects must provide a fair share of revenue that will be used for public transportation.
4. Fair Share of Costs: A person agreeing to occupy space in a transit facility must pay the project sponsor a fair share of the costs of the facility through rental payments and other means. If equipment to fuel privately owned zero-emission passenger vehicles is installed, the recipient of assistance must collect fees from users of the equipment to recover the costs of construction, maintenance, and operation of the equipment.

GRANTS FOR BUSES AND BUS FACILITIES

The Grants for Buses and Bus Facilities program makes funding available to states, designated recipients, and local governmental entities that operate fixed route bus services to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low- or no- emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. Two sub-programs offer competitive grants for buses and bus facility projects, including one that supports low and zero-emission vehicles.

Eligible Recipients:

- Eligible recipients include designated recipients that operate fixed-route bus services or that allocate funding to fixed-route bus operators; and state or local governmental entities that operate fixed-route bus services that are eligible to receive direct grants under the Urbanized Area Formula (Section 5307) and Rural Formula (Section 5311) programs.
- Subrecipients: An eligible recipient that receives a grant under the formula or competitive programs may allocate amounts from the grant to subrecipients that are public agencies or private nonprofit organizations engaged in public transportation, except that nonprofit organizations are not eligible subrecipients under the Low or No Emission Grants program.

Eligible Activities:

- Capital projects to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no-emission vehicles or facilities.

CAPITAL INVESTMENT GRANTS PROGRAM

The discretionary Fixed Guideway Capital Investment Grants (CIG) program, which funds fixed guideway investments including new and expanded rapid rail, commuter rail, light rail, streetcars, bus rapid transit, and ferries, as well as corridor-based bus rapid transit investments that emulate the features of rail. There are three categories of eligible projects under the CIG program: New Starts, Small Starts, and Core Capacity.

Each type of CIG project has a unique set of requirements in the law, although many similarities exist among them. To be eligible to receive a CIG construction grant, all proposed projects must go through a multi-year, multi-step development process outlined in the law. FTA is required to evaluate and rate CIG projects on statutorily defined project justification and local financial commitment criteria that differ by project type, and a project must receive at least a "Medium" overall rating to advance through the steps in the process and receive a construction grant award.

Eligible Activities:

- *New Starts and Small Starts*: Design and construction of new fixed guideways or extensions to fixed guideways (projects that operate on a separate right-of-way exclusively for public transportation, or that include a rail or a catenary system).
- *Small Starts*: Design and construction of corridor-based bus rapid transit projects operating in mixed traffic that represent a substantial investment in the corridor and emulate the features of rail.

- *Core Capacity*: Design and construction of a corridor-based investment in an existing fixed guideway system that improves capacity not less than 10 percent in a corridor that is at capacity today or will be in 10 years. The project may not include elements designed to maintain a state of good repair.
- *Joint intercity rail/public transportation project*: Design and construction elements attributable to the public transportation portion of the total project cost based on projected use of the new segment or expanded capacity of the project corridor, not including elements designed to achieve a state of good repair.

GRANTS FOR THE ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, funds transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas – large urbanized (200,000 or more in population), small urbanized (50,000-199,999 in population), and rural (under 50,000 in population). Eligible projects include both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible Recipients:

- Funding is made available to direct recipients. For rural and small urbanized areas (small UZAs), the state is the direct recipient. For large, urbanized areas (large UZAs), the governor of the state chooses a designated recipient. State or local governmental entities that operate a public transportation service are also eligible recipients.
- Subrecipients can include states or local government authorities, private nonprofit organizations, or operators of public transportation.

Eligible Activities:

The IIJA continues without change the broad range of eligible activities, including:

- Public transportation projects are planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- Public transportation projects that exceed the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- Public transportation projects that improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit
- Alternatives to public transportation that assist seniors and individuals with disabilities with transportation
- At least 55 percent of program funds must be used on capital projects to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. Examples include:

  - Buses and vans; wheelchair lifts, ramps, and security devices; transit-related information technology systems including scheduling/routing/one-call systems; and mobility management programs.
  - Acquisition of transportation services under a contract, lease, or other arrangement. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(b)(4) is limited to the Section 5310 program.
- The remaining 45 percent may be used for projects described above or for projects that exceed the requirements of the ADA, improve access to fixed route service, and decrease reliance by individuals with disabilities on complementary transit, or alternatives to public transportation to assist seniors and individuals with disabilities. Examples include:
  - Travel training; volunteer driver programs; building an accessible path to a bus stop including curb-cuts, sidewalks, accessible pedestrian signals, or other accessible features; improving signage, or way-finding technology; incremental cost of providing same-day service or door-to-door service; purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs; and mobility management.

EXPEDITED PROJECT DELIVERY PILOT PROGRAM

The Expedited Project Delivery (EPD) Pilot program is intended to expedite the delivery of new fixed guideway capital projects, small start projects, or core capacity improvement projects that utilize public-private partnerships.

Eligible Recipients:
Up to eight grants from state and local government agencies, including transit agencies.

Eligible Activities:
Design and construction of new fixed guideway capital projects, small start projects, or core capacity improvement projects that are supported through public-private partnerships and operated and maintained by employees of an existing provider of public transportation.

INNOVATIVE COORDINATED ACCESS & MOBILITY PILOT PROGRAM

Eligible applicants include state departments of transportation, designated recipients for Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. § 5310) funds, local governmental entities that operate a public transportation service, or their eligible sub-recipients that have the authority and technical capacity to implement a regional or statewide cost allocation pilot.

Eligible Projects:
The range of capital activities eligible under the ICAM program includes:

- Financing innovative projects for the transportation disadvantaged that improve the coordination of transportation services and non-emergency medical transportation services
- regional or statewide mobility management projects
- deployment of coordination technology; and
- Regional or statewide projects that create or increase access to one-call/one-click centers

LOW OR NO EMISSION VEHICLE PROGRAM – 5339(c)

The purpose of the Low-No program is to support the transition of the nation's transit fleet to the lowest polluting and most energy-efficient transit vehicles. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including the acquisition, construction, and leasing of required supporting facilities.

Eligible Activities:

- Purchasing or leasing low- or no-emission buses
- Acquiring low- or no-emission buses with a leased power source.
- Constructing or leasing facilities and related equipment (including intelligent technology and software) for no-emission buses
- Construction of new public transportation facilities to accommodate low no-emission buses
- Rehabilitating or improving existing public transportation facilities to accommodate low- or no-emission buses
- An additional 0.5% of a request may be for workforce development training and an additional 0.5% may be for training at the National Transit Institute (NTI). Applicants proposing any project related to zero-emission vehicles must also spend 5% of their award on workforce development and training as outlined in their Zero-Emission Transition Plan unless the applicant certifies that their financial need is less.

Website: Low or No Emission Vehicle Program - 5339(c) | FTA (dot.gov)

Federal Highway Administration

ACTIVE TRANSPORATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP)

The ATIIP
provides discretionary grants to eligible entities to plan, design, and construct eligible projects that provide safe and connected active transportation infrastructure in an active transportation network or active transportation spine.

Active transportation mobility options are powered primarily by human energy. These include bicycling and walking and may include, depending on whether the activity is powered primarily by human energy, scooting, skating, or using wheelchairs and other mobility devices.

Active transportation networks are facilities built for active transportation, including sidewalks,

bikeways, and pedestrian and bicycle trails, that connect between destinations within a community or metropolitan region.

Active transportation spines are facilities built for active transportation, including sidewalks, bikeways, pedestrians, and bicycle trails, that connect communities, metropolitan regions, or states.
The ATIIP provides funding for planning, design, and construction projects.

Website**:** ATIIP - Bicycle and Pedestrian Program - Environment - FHWA (dot.gov)

CHARGING & FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

The CFI program provides funding to strategically deploy publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure along designated alternative fuel corridors or in certain other locations within communities that will be accessible to all drivers. The CFI program has two tracks:

Track 1. Community Charging and Alternative Fueling Grants (Community Program): To install electric vehicle charging and alternative fuel in locations on public roads, schools, parks, and in publicly accessible parking facilities. Community Program grants will prioritize rural areas as well as low- and moderate-income neighborhoods with low ratios of private parking or high ratios of multiunit dwellings.

Track 2. Charging and Alternative Fuel Corridor Grants (Corridor Program): To deploy electric vehicle charging and hydrogen/propane/natural gas fueling infrastructure along designated alternative fuel corridors.

Eligible Activities:
Community Program:

- Community Program grants may be awarded to any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to eligible infrastructure.
- Eligible infrastructure is a publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure. Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.
- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.
- Both Direct Current Fast Charging and Alternating Current Level 2 chargers are eligible under the CFI Community Program.

Community Program Eligible Project Costs:

- Acquisition and installation of eligible infrastructure (as defined above). An applicant that receives a CFI grant for the installation of eligible infrastructure may also use grant funds for:

- Any related construction or reconstruction and the acquisition of real property directly related to the project.
- Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.
- Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project. Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service and may not exceed the amount of a contract to acquire and install eligible infrastructure.
- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded).

Corridor Program:

- Corridor Program grants must be awarded to any project that contracts with a private entity for the acquisition and installation, or operation, of eligible infrastructure.
- Eligible infrastructure is publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle. Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.
- Projects must be located along an alternative fuel corridor designated under this section, on the condition that any affected Indian Tribes are consulted before the designation.
- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.
- Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.

Corridor Program Eligible Project Costs:

- Contracting with a private entity for the acquisition and installation of eligible infrastructure.
- Providing a private entity with operating assistance for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations. Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service and may not exceed the amount of a contract to acquire and install eligible infrastructure.
- An applicant who receives a CFI grant for the acquisition and installation or operations of eligible infrastructure may also use grant funds for the acquisition and installation of traffic

control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.
- Preliminary engineering, engineering, and design-related services directly relating to the construction of a highway project, including engineering, design, project development and management, construction project management, and inspection.

Website: CFI - Environment - FHWA (dot.gov)

Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program

Apportionment of Funds

- Under the FAST Act, the BIL directs FHWA to apportion funding as a lump sum for each State then divides that total among apportioned programs.
- Each State's PROTECT Formula Program apportionment is calculated based on a percentage specified in law.

Set-aside for Resilience-Related Planning

- Requires each State to use at least 2% of its PROTECT Formula Program funding each fiscal year for specified types of resilience-related planning activities, such as developing a resilience improvement plan; resilience planning, predesign, or design; technical capacity-building; or evacuation planning and preparation.

Eligible Activities:

- A State shall use its PROTECT Formula Program funds for—

    - **Planning Activities** limited to developing a Resilience Improvement Plan; Resilience planning, predesign, design, or the development of data tools to simulate transportation disruption scenarios, including vulnerability assessments; technical capacity building to facilitate the ability of the State to assess the vulnerabilities of its surface transportation assets and community response strategies under current conditions and a range of potential future conditions; or evacuation planning and preparation.
    - **Resilience Improvements** to improve the ability of an existing surface transportation asset to withstand one or more elements of a weather event or natural disaster, or to increase the resilience of surface transportation infrastructure from the impacts of changing conditions, such as sea level rise, flooding, wildfires, extreme weather events, and other natural disasters.
    - **Community Resilience and Evacuation Route activities** that strengthen and protect evacuation routes that are essential for providing and supporting evacuations caused by emergency events, including: resilience improvements if they will improve evacuation routes, and projects to ensure the ability of the evacuation route to provide safe passage during an evacuation and reduce the risk of damage to evacuation routes due to future emergency events.

US Department of Transportation

2023–2026 ACCELERATED INNOVATION DEPLOYMENT (AID) DEMONSTRATION

The AID Demonstration program was established within the Technology and Innovation Deployment Program (TIDP) to implement accelerated innovation deployment. The program provides incentive funding for any project activities eligible for assistance under title 23 U.S.C. in any phase of a highway transportation project between project planning and project delivery that address the following TIDP goals: significantly accelerate the adoption of innovative technologies by the surface transportation community; provide leadership and incentives to demonstrate and promote state-of-the-art technologies, elevated performance standards, and new business practices in highway construction processes that result in improved safety, faster construction, reduced congestion from construction, and improved quality and user satisfaction; construct longer-lasting highways through the use of innovative technologies and practices that lead to faster construction of efficient and safe highways and bridges; improve highway efficiency, safety, mobility, reliability, service life, environmental protection, and sustainability; develop and deploy new tools, techniques, and practices to accelerate the adoption of innovation in all aspects of highway transportation; and disseminate and evaluate information from accelerated market readiness efforts, including non-market-ready technologies, to public and private entities.

State Departments of Transportation (DOTs) administer the program. Local governments must apply through the State DOT as a subrecipient.

Website: Accelerated Innovation Deployment Demonstration Program | US Department of Transportation

ADVANCED TRANSPORTATION TECHNOLOGIES AND INNOVATIVE MOBILITY DEPLOYMENT (ATTIMD) aka ADVANCED TRANSPORTATION TECHNOLOGIES AND INNOVATION (ATTAIN)

The ATTIMD or ATTAIN program provides competitive grants to deploy, install, and operate advanced transportation technologies to improve safety, mobility, efficiency, system performance, intermodal connectivity, and infrastructure return on investment.

The FHWA intends for these technology deployments to demonstrate how emerging transportation technologies, data, and their applications can be effectively deployed and integrated with existing systems to provide access to essential services and other destinations. This also includes efforts to increase connectivity to employment, education, services, and other opportunities; support workforce development; or contribute to increased mobility, particularly for persons with visible and hidden disabilities and elderly individuals.

These model deployments are expected to provide benefits in the form of reduced traffic-related fatalities and injuries, reduced traffic congestion and improved travel time reliability, reduced

transportation-related emissions, optimized multimodal system performance, improved access to transportation alternatives, including for underserved populations, improved integration of payment systems, public access to real-time integrated traffic, transit, and multimodal transportation information to make informed travel decisions, cost savings to transportation agencies, businesses, and the traveling public.

Website**:** Advanced Transportation Technologies and Innovative Mobility Deployment | US Department of Transportation

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART)

The Bipartisan Infrastructure Law (BIL) established the Strengthening Mobility and Revolutionizing Transportation (SMART) discretionary grant program with $100 million appropriated annually for fiscal years (FY) 2022-2026.

The SMART program was established to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems to improve transportation efficiency and safety.

Eligible Activities

- Coordinated automation
- Connected vehicles
- Sensors
- Systems Integration
- Delivery/Logistics
- Innovative aviation
- Smart grid
- Traffic signals

Website: Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program | US Department of Transportation

REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)

The RAISE program is awarded on a competitive basis, per statute, for surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation.

Eligible Activities:

Capital Projects

- Highway, bridge, or other road projects are eligible under Title 23, United States Code.
- Public transportation projects are eligible under Chapter 53 of Title 49, United States Code.
- Passenger and freight rail transportation projects.
- Port infrastructure investments (including inland port infrastructure and land ports of entry);
- the surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code 8.
- Intermodal projects.
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff to improve habitat for aquatic species while advancing the goals of the RAISE program.
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program.

Planning Projects

Activities eligible for funding under RAISE planning grants are related to the planning, preparation, or design— for example environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities—of eligible surface transportation capital projects described in Section C.3.i.(a) and may not result in construction with RAISE funding. In addition, activities eligible for RAISE planning grants include those related to multidisciplinary projects or regional planning, such as:

- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans.
- Zero emissions plan for transit fleet.
- Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic.
- Planning activities related to zero emissions goods movement.
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region.
- Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand the probable occurrence or recurrence of an emergency or major disaster.

Website: https://www.transportation.gov/sites/dot.gov/files/2022-12/FY%202023%20RAISE%20NOFO%2012.14.2022.pdf

MULTIMODAL PROJECT DISCRETIONARY GRANT

This program provides Federal financial assistance to highway and bridge, intercity passenger rail, railway-highway grade and separation, wildlife crossing, public transportation, marine highway, and

freight and multimodal projects, or groups of such project, or national or regional significance, as well as to projects to improve and expand the surface transportation infrastructure in rural areas.

Eligible Activities:

- Highway or bridge project on the National Multimodal Freight Network
- Highway or bridge project on the National Highway Freight Network
- Highway or bridge project on the National Highway System
- Freight intermodal (including public ports) or freight rail project that provides public benefit
- Railway highway grade separation or elimination project
- Intercity passenger rail project
- Public transportation project that is eligible for assistance under Chapter 53 of Title 49 or is a part of any of the project types described above

Website: Multimodal Project Discretionary Grant - Notice of Funding Opportunity | US Department of Transportation

MEGA GRANT PROGRAM

The Mega Program (known statutorily as the National Infrastructure Project Assistance program) will support large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits.

Eligible Activities:

- A highway or bridge project carried on
    - The National Multimodal Freight Network of title 49, United States Code
    - The National Highway Freight Network, United States Code
    - The National Highway System, United States Code
- A freight intermodal (including public ports) or freight rail project that provides a public benefit.
- A railway-highway grade separation or elimination project.
- An intercity passenger rail project.

Website: https://www.transportation.gov/grants/mega-grant-program

NATIONAL SIGNIFICANT FREIGHT & HIGHWAY PROJECTS (INFRA)

The Nationally Significant Freight & Highway Projects program, also known as "INFRA", awards competitive grants for multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas.

Eligible Activities:

- A highway freight project on the National Highway Freight Network

- A highway or bridge project on the National Highway System
- A freight intermodal, fright rail, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility.
- A highway-railway grade crossing or grade separation project
- A wildlife crossing project
- A surface transportation project within the boundaries or functionally connected to an international border crossing that improves a facility owned by Fed/State/local government and increases throughput efficiency
- A project for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions

Website: [The INFRA Grants Program | US Department of Transportation]

RECONNECTING COMMUNITIES PILOT DISCRETIONARY GRANT PROGRAM

The purpose of the program is to reconnect communities by removing, retrofitting, or mitigating transportation facilities such as highways and rail lines that create barriers to community connectivity including mobility, access, or economic development. The program provides technical assistance and grants funding for planning and capital construction to address infrastructure barriers, restore community connectivity, and improve people's lives.

Eligible Project Types:

- Planning Projects:
  - Planning studies: current traffic patterns on the eligible facility proposed for removal, retrofit, or mitigation and the surrounding street network; transportation network capacity; alternative roadway designs or other uses for the right-of-way; impacts to the mobility of freight and people; impacts to the safety of the traveling public; cost; anticipated economic impacts and environmental impacts both human and natural.
  - Public engagement activities provide the public with opportunities to provide input into a plan to remove and convert an eligible facility.
  - Other transportation planning activities are required in advance of a project to remove, retrofit, or mitigate an existing eligible facility to restore community connectivity, as determined by DOT.
- Technical Assistance:
  - For building organization or community capacity to engage in transportation planning and to identify an innovative solution to infrastructure challenges, including reconnecting communities that are bifurcated by eligible facilities or lack safe, reliable, and affordable transportation options.
- Capital Construction Projects:
  - Removal, retrofit, or mitigation of an existing eligible facility.

- Replacement of an eligible facility with a new facility that restores community connectivity and is sensitive to the context of the surrounding community.

Eligible Facilities:

- A highway, including a road, street, parkway, or another transportation facility, such as a rail line, that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors.

Website: [Reconnecting Communities Pilot Program – Planning Grants and Capital Construction Grants | US Department of Transportation]

SAFE STREETS AND ROADS FOR ALL (SS4A)

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

SS4A Grant Priorities:

- Promote safety to prevent death and serious injuries on public roadways.
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area.
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities.
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies.
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the Department's mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; workforce development, job quality, and wealth creation.

Website: https://www.transportation.gov/grants/SS4A

Federal Railroad Administration

RAILROAD CROSSING ELIMINATION PROGRAM

The purpose of the railroad crossing elimination program is to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods.

Eligible Activities:

- Grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof
- Track relocation
- Improvement or installation of protective devices, signals, signs, or other
- Measures to improve safety related to separation, closure, or track relocation project
- Other means to improve safety if related to the mobility of people and goods at highway-rail grade crossings (including technological solutions)
- The planning, environmental review, and design of an eligible project type

Website: Railroad Crossing Elimination Grant Program | FRA (dot.gov)

Build America Bureau Department of Transportation Innovation Finance

INNOVATIVE FINANCE AND ASSET CONCESSION GRANT PROGRAM (IFACGP)

The objective of the IFACGP is to facilitate and evaluate public-private partnerships in which the private sector partner could assume a greater role in project planning, development, financing, construction, maintenance, and operation, including by assisting eligible entities in entering into Asset Concessions. A significant focus of the IFACGP is to identify Existing Assets that have the potential to provide additional public benefits through asset concessions. Under the Program, Eligible Entities can procure Advisors, hire employees into a public agency, or both, to administer Proposed Activities.

The Program has two types of grants **(1) Technical Assistance and (2) Expert Services**—each with specific uses and conditions that support the overall IFACGP objective. Technical Assistance Grants will provide funding for Eligible Entities to build organizational capacity and perform programmatic grant activities either by procuring Advisors, hiring employees into a public agency, or both. Expert Services Grants will provide funding for Eligible Entities to procure Advisors to explore leveraging public and private funding in connection with the development of a specific Existing Asset.

Proposed Activities under the Expert Services Grant must be used on specific projects (not programs). Expert Service Grants may be used to advance the development of more than one Existing Asset as long as the Proposed Activities pertain to specific projects and are not programmatic in scope. Applicants may request either type of grant but may not pursue both.

To be eligible, the applicant must:

- Own, control, or maintain an Existing Asset; and
- Have the legal authority to enter into a contract to transfer ownership, maintenance, operations, revenues, or other benefits and responsibilities for an Existing Asset.

- Have authority to enter into contracts to procure any professional services that would be funded under the Program, or to employ full or part-time staff to perform the activities described.

Eligible Activities:

Existing Assets & TIFIA-eligible Projects

Applicants must identify at least two Existing Assets to evaluate for potential Asset Concession opportunities under a Technical Assistance cooperative agreement, or at least one Existing Asset to develop by leveraging public or private funds under an Expert Services cooperative agreement. Existing Assets are physical infrastructure, real property, or mineral/air rights to real property that could be improved using TIFIA credit assistance. Examples of Existing Assets include:

- Bridges and tunnels
- Intercity passenger bus or rail facilities and vehicles, including those owned by Amtrak
- Public freight rail
- Private freight rail
- Intermodal freight transfer facilities
- An existing highway
- A street
- Vacant or underutilized parcels or right-of-way
- Airport terminal facilities and transportation infrastructure
- Inland ports
- Ports
- Public transportation facilities and infrastructure

The Proposed Activities must explore developing an Existing Asset into an Enhanced Asset with a TIFIA-eligible Project.

Example project types:

- Highway construction projects, such as high-occupancy toll lanes, or highway improvement projects
- Roadway improvement projects
- Bridges and tunnels
- Intercity passenger bus or rail facilities and vehicles, including those owned by Amtrak
- Public freight rail projects
- Private freight rail projects that provide public benefit for highway users by way of direct highway-rail freight interchange
- Intermodal freight transfer facilities
- Projects providing access to, or improving the service of, the freight rail projects, and transfer facilities described above

- Surface transportation infrastructure modifications necessary to facilitate direct intermodal interchange, transfer, and access into and out of a port
- Acquiring, improving, and rehabilitating track, bridges, rail yards, buildings, and shops
- Preconstruction activities
- Positive train control
- Transit-oriented development projects that include public infrastructure
- Joint Development of commercial and residential projects
- New rail or intermodal facilities
- Wildlife crossing projects
- Surface transportation projects at airports
- Airport terminal facilities and preconstruction activities
- Airport noise compatibility planning
- Conversion of ground equipment to low or no-emission technology
- Inland ports
- A surface transportation project within the boundaries or functionally connected to an international border crossing that improves a facility owned by federal/state/local government and increases throughput efficiency
- A project for a marine highway corridor that is functionally connected to the National Highway Freight Network and is likely to reduce road mobile source emissions
- A public transportation project that is eligible for assistance under Chapter 53 of Title 49 or is a part of any of the project types described above.

Technical Assistance

Technical Assistance awards can be used to build the organizational capacity of the Eligible Entity to develop, review, or enter into Asset Concessions to advance TIFIA-eligible Projects, including for—

Asset Scan: Technical Assistance Cooperative Agreements can be used to conduct assessments of multiple Existing Assets that are wholly owned by or under the jurisdiction of the applicant.

Program of Existing Assets: Technical Assistance Cooperative Agreements can be used to fund tasks related to advancing a Program of Existing Assets by conducting pre-construction tasks that consider innovative financing and delivery to achieve project goals, including:

- soliciting and negotiating Asset Concessions, including hiring staff in public agencies
- conducting a value-for-money analysis, or a comparable analysis, to evaluate the comparative benefits of Asset Concessions and public debt or other procurement methods
- evaluating options for the structure and use of Asset Concession Payments
- evaluating and publicly presenting the risks and benefits of all contract provisions for transparency and accountability
- identifying best practices to protect the public interest and priorities

- Identifying best practices for managing transportation demand and mobility along a corridor, including through provisions of the Asset Concession, to facilitate transportation demand management strategies along the corridor that is subject to the Asset Concession; and
- Integrating and coordinating pricing, data, and fare collection with other regional operators that exist or may be developed

To execute these activities, Technical Assistance Cooperative Agreements may be used to hire full- or part-time employees or procure the services of Advisors. Proposed Activities must expand the capacity of the recipient to advance a program of projects through innovative financing or innovative project delivery methods, including Asset Concessions. Two or more Existing assets must be bundled together for joint analysis using a Technical Assistance Cooperative Agreement. All such Existing Assets included in the bundle will be considered for a single cooperative agreement for the Program.

Example project types:

- Procure a consulting firm to conduct an Asset Scan of the roadway and transit infrastructure owned by the applicant. The Asset Scan would assess which—if any—Assets are suited for an Asset Concession. In the event the Asset Scan reveals an Existing Asset is not suitable for delivery utilizing an Asset Concession, the Asset Scan would evaluate other delivery methods.
- Hire a public employee to manage real estate Assets controlled by an applicant. The tasks would include determining the suitability and approach for utilizing Asset Concessions for Existing Asset redevelopment.

Expert Services Cooperative Agreements

Expert Services Cooperative Agreements provide funding to Eligible Entities seeking to leverage public and private funding in connection with the development of a specific Existing Asset. Expert Services Cooperative Agreements can include the development of alternative approaches to project delivery or procurement. Expert Services Cooperative Agreements may only be used to procure Advisors for project-level assistance. Expert Service Grants may be used to advance the development of more than one Existing Asset as long as the Proposed Activities pertain to specific projects and are not programmatic in scope. Services conducted under an Expert Services Cooperative Agreement may include:

- Project planning, feasibility studies, revenue forecasting, economic assessments, cost-benefit analyses, public benefit studies, value-for-money analyses, business case development, lifecycle cost analyses, risk assessment, financing and funding options analyses, procurement alternatives analyses, statutory and regulatory framework analyses, meaningful public involvement and other pre-procurement and pre-construction activities
- financial and legal planning (including the identification of statutory authorization, funding, and financing options)
- early assessment of permitting, environmental review, and regulatory processes and costs

- assistance with entering into an Asset Concession
- Impact analysis of Existing Asset development on issues in the public interest, including worker displacement and equitable investment.

Example project types:

- Procure the services of an outside finance expert to advise the recipient on value-for-money, financing options, contract negotiation, and underwriting of loans to construct highway express lanes.
- Procure a consultant to prepare analysis and reports required to secure permits for a transit-oriented joint development project located on public land adjacent to an existing light rail line.

Website: https://www.transportation.gov/buildamerica/innovativefinancegrants

Housing & Urban Development

COMMUNITY DEVBELOPMENT BLOCK GRANT (CDBG) PROGRAM

The Community Development Block Grant Program (CDBG) is a flexible program that provides communities with resources to address a wide range of unique community development needs. The CDBG entitlement program allocates annual grants to larger cities and urban counties to aid in developing viable communities. The emphasis is on the development and provision of decent housing; a suitable living environment; and opportunities to expand economic opportunities in the community. HUD determines the amount of each grant by using a formula comprised of several measures of community need, which include: the extent of poverty; population; housing overcrowding; age of housing; and population growth lag about other metropolitan areas.
Proposed projects must meet one of the following national objectives for the program: benefit low- and moderate-income persons and prevention or elimination of slums or blight. The project(s) also can be focused on addressing community development needs that are particularly urgent, because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

State and Local Funding Sources

State Shared Revenue Sources

A summary of key State-supported funding assistance sources is provided in Chapter 7.

> *City Project Examples – Roadway bridge widening; Arterial road widening; Improvement relating to elements of the overall long-range transit plan.*

Regional Funding Sources

See description for the Local Transportation Excise Tax in ***Table 7.3***.

> *City Project Example – Roadway and or intersection improvements involving a road of Regional Significance.*

Local Funding Sources

Pay-as-you-go financing is a major form of local funding source, so is the sale of bonds. Local funding for improvement projects generally comes from four sources, described as follows:

- Development Fees – Revenue collected from developers by the City to provide services, such as fire, police, parks, water, sewer, transportation, and general governmental assessments.
- Sales Tax – Revenue collected through the 2.5% transaction privilege (sales) tax to finance the cost of various City services such as police, fire, parks and recreation, streets, mass transit, etc.
- Operating Funds Transfers – The transfer of operating funds by the City to supplement their five-year capital budget to help address the impact of current residents on public infrastructure.
- Replacement Funds – Funding set asides (e.g., sinking funds) to replace or maintain capital items (e.g., vehicles, major equipment).

Within a framework of fiscal constraint, combining improvement efforts can be an effective use of limited funding amounts and sources.

> *City Project Example – Implementation of ITS measures (see above) is one way of addressing both of these financial positions. ITS improvements not only offer traffic communications/monitoring capabilities—a means to ensure adequate sufficient roadway operations/provisions are being maintained (and roadway capacities preserved)—but these projects also can be a critical benefit to police and emergency services and their related priorities. Other improvement/funding partnerships may be possible involving neighboring cities/agencies, private sector entities, non-profit groups, and academic institutions.*

9. Recommendations & Implementation

This section summarizes the major findings, recommendations, and strategic implementation policies of the Avondale Transportation Plan from the previous sections of the report. The recommendations to be implemented will be categorized as near- term (between 1 and 10 years), mid-term (10 to 15 years), and long-term (15 to 20 years).

Findings and Recommendations

The information and analyses developed during preparation of this update of the City's transportation plan provide the basis for the following findings and recommendations regarding the future transportation network available to Avondale's residents.

Traffic Circulation

Within the 2050 planning horizon, the prominent mode choice amongst travelers is by large the personal automobile, and updating the roadway network to accommodate the future travel demand by such means is essential to sustaining a growing and prosperous city. However, while roads and streets represent the typical starting point of a transportation network, planning efforts should focus around providing multimodal options as identified in MAG's *Complete Streets Guide* and throughout this Transportation Plan Update. The findings resulting from the street plan are summarized in this section below.

Findings

The existing roadway network is generally able to facilitate the City's current daily travel demand. However, as discussed in Chapter 4, several roadway improvements must be implemented by Years 2030 and 2050 to maintain adequate daily LOS and sustain the City's growth in the respective areas. These roadway improvements are vital to the City's traffic circulation plan as they coincide with areas projected to experience the highest increases in socioeconomic growth. Additionally, these roadway projects are intended to improve peak hour operations as discussed in the street plan network analysis. The key recommendations for the circulation plan in the near term, 2030, and 2050 horizon years are summarized below.

Recommendations (Near-Term, 1-5 years)

- Increase roadway capacity along Van Buren Street by expanding the segment between Links Drive to Avondale Boulevard to six lanes.
- Increase roadway capacity along Lower Buckeye Road by expanding the segment between Litchfield Road to 107th Avenue to four lanes – via construction of an all-weather crossing.
- Increase roadway capacity along Southern Avenue between 119th Avenue and 107th Avenue by expanding the roadway to four lanes.

- Increase roadway capacity along Dysart Road between Indian School Road to south of Plaza Circle by expanding to six lanes.
- Increase roadway capacity along 99th Avenue between Thomas Road and McDowell Road by expanding to six lanes.
- Increase roadway capacity along Avondale Boulevard from Palm Lane to McDowell Road by roadway expansion to four-lanes (improving the southbound direction).
- Consider additional assessments of operation, safety, and design at:
    1. Dysart Road & Van Buren Street,
    2. Avondale Boulevard & Buckeye Road,
    3. Dysart Road & Western Avenue,
    4. Dysart Road & Buckeye Road / Main Street,
    5. El Mirage & Lower Buckeye Road,
    6. I-10/Dysart Road*,
    7. Dysart Road/McDowell Road*, and
    8. Rancho Santa Fe/Dysart Road*.

Recommendations (Mid-Term, 5-15 years)

- Increase roadway capacity along McDowell Road between 117th Avenue and Avondale Boulevard by expanding the roadway to six lanes.
- Increase roadway capacity along Van Buren Street between Dysart Road and 99th Avenue by expanding the roadway to six lanes.
- Consider conducting intersection operations and safety studies at:
    1. 107th Avenue & Buckeye Road*,
    2. 107th Avenue & Lower Buckeye Road*,
    3. Avondale Boulevard & Van Buren Street,
    4. El Mirage & Indian School Road, and
    5. 99th Avenue & McDowell Road.

*These intersections were reprioritized based on City feedback and inter-agency coordination.

Recommendations (Long-Term, 15-25 years)

- Regarding the overall roadway system – obtain and preserve right-of-way necessary to accommodate the buildout of the arterial cross-sections per the prescribed roadway classifications presented in this plan.
- Coordinate improvements of roadway segments at the periphery of the City with adjacent cities/agencies to provide a consistent facility type along travel corridors for more comprehensive improvement strategies.

- Construct a new 4-lane bridge over the Gila River to provide connectivity along the Dysart Road corridor, where no roadway access currently exists; consider an additional bridge crossing on Dysart Road over the Agua Fria River.
- Increase roadway capacity along Thomas Road between Rancho Santa Fe Boulevard and 107th Avenue by expanding the roadway to four lanes where right-of-way permits, complementing the construction of the bridge crossing on Thomas Road over the Agua Fria River.
- Increase roadway capacity along Alamar Boulevard from Dysart Road to El Mirage Road by roadway expansion to four-lanes (improving the westbound direction).
- Increase roadway capacity along Broadway Road from West of Avondale Boulevard to 107th Avenue by roadway expansion to four-lanes.
- Increase roadway capacity along Indian Springs Road from City limits to El Mirage Road by roadway expansion to four-lanes.
- Increase roadway capacity along Dysart Road from Buckeye Road to Lower Buckeye Road by roadway expansion to four-lanes.
- Increase roadway capacity along El Mirage Road from Durango Street to Indian Springs Road by roadway expansion to four-lanes.
- Increase roadway capacity along Avondale Boulevard from McDowell Road to I-10 by roadway expansion to six-lanes (improving the southbound direction).
- Increase roadway capacity along Avondale Boulevard from Lower Buckeye Road to proposed bridge river crossing by roadway expansion to six-lanes.
- Increase roadway capacity along 107th Avenue from I-10 to Van Buren Street by roadway expansion to six-lanes.
- Increase roadway capacity along 107th Avenue from Lower Buckeye Road to Southern Avenue by roadway expansion to four-lanes.
- Increase roadway capacity along 99th Avenue from Indian School Road to McDowell Road by roadway expansion to six-lanes.
- Increase roadway capacity along Dysart Road, north of E. Riley Drive, to roadway to 6-lanes should the opportunity arise.
- Increase roadway capacity along El Mirage Road from northern City Limits to Indian School Road by expanding to four lanes.
- Establish access control standards, coordinating with ADOT, regarding the future SR-30 freeway and ensure that as development increases, the street system remains compatible with future freeway accessibility/operations.
- Consider conducting intersection operations and safety studies at:
    1. 107th Avenue & Van Buren Street,

2. 107th Avenue & Thomas Road, and
3. El Mirage Road & Buckeye Road.

Transit

Healthy sustainable communities rely on the provision of mode alternatives for their residents. Therefore, it is essential to continue to expand transit services throughout the MPA to allow residents access to key activity centers, both within the City and to connect to its neighboring jurisdictions. The Transit Element of the General Plan 2030 provides strategies to promote transit through appropriate tailoring of service options, land use decisions, and coordination of roadway facilities as part of a larger system. In turn, it is necessary for this Transportation Plan to respond to the goals and policies set forth to improve transit in Avondale.

Findings

With most of the region's major employment centers located away from the City of Avondale, future transit service improvements need to focus on higher quality services being available and as well as connectivity with major activity areas through the regional transit network. The Avondale Transit Center provides residents with a convenient opportunity to connect to transit services such as access to Express Bus. Expanded local services, as identified in Chapter 5, also should be pursued to improve and assure resident's reasonable and convenient access to nearby activity centers, including Gateway Pavilions, Estrella Mountain Community College, and others.

Recommendations

- Focus on user success of the WeRIDE micro-transit service and integrate/connect this service to other public transit as well as consider expanding the service area and hours of service. Consider fleet vehicle types to accommodate ridership needs.
- Work with Valley Metro, MAG, and surrounding cities to promote regional service connections and continue to review and modify transit service lines to meet the needs of the community, including collaborating on the implementation of the transit element of Proposition 479.

Bike Lanes

Bike lanes also provide road users additional options for their travel needs, which then translates into less vehicular demand on the City's roadways. They also support the General Plan 2030 vision for a Healthy Sustainable Community. The Plan has identified opportunities to provide additional bicycle connectivity on existing streets, and the standard roadway cross-sections incorporate bicycle facilities when roadways are expanded or new roadways are constructed.

Findings

The City has established sub-networks for bikeways, which can be systematically connected and expanded. There are currently about 152 directional miles of bikeways provided on collector and arterial roadways within the City including 38 miles of trails/unpaved paths. The inclusion of bike lane

provisions in the standard roadway cross-sections ensures that future wide-spread improvements to roadways (whether existing or new) also will be extending the bike lane provisions throughout the City.

Recommendations

- Require all newly constructed and improved roadways on arterial- and collector-class facilities and all pavement preservation projects to conform to standard cross- sections, which include bike lane provisions.
- Provide bi-directional improvements where current facilities on arterial roadways exist on only one side.
- Provide a bikeways improvement on the Durango Street alignment from 125th Avenue to Agua Fria Trail. Also, divert the existing Durango Channel Trail west and south along the SR-30 Right of Way. These trail improvements were not scored along with the roadway bicycle improvements but were given low priority due to expected development schedules.
- Provide a multi-use path on the El Mirage Road alignment from Southern Avenue to Indian Springs Road to ensure bicycle accessibility to future developments to the south.
- Work with developers to provide bicycle-friendly amenities and connections and/or integrate similar aspects into City projects, as appropriate.
- Review public buildings for bicycle-friendly amenities—work with City facilities, parks, and police divisions.
- Strive to achieve a Bike Friendly Community rating through the League of American Bicyclists.
- Coordinate efforts and potential projects with information presented in the recently adopted "Avondale Active Transportation Plan" and with an ultimate goal of a bikeway network that connects to the City's system of parks.
- Implement a roadway re-striping program to include provisions for bike lanes when and where feasible.
- Coordinate with adjacent jurisdictions to achieve continuity of bike lanes across jurisdictional boundaries.

Safety

Safety is an important element of the Transportation Plan Update, because it directly pertains to the welfare of the traveling public. The analysis of crash characteristics can be indicative of improvements needed that would also benefit overall traffic operations. Key strategies to enhance safety throughout the City were derived from the Avondale STSP.

Findings

Based on the citywide crash analysis presented in the Safety section, Dysart Road/McDowell Road, Dysart Road/Van Buren Street, and 107th Avenue/McDowell Road represent the intersections with the

highest crash severity. Similarly, Dysart Road and McDowell Road represented the roadway segments with the greatest crash severity.

Recommendations

- Conduct a more specific safety assessment (including detailed analysis of crash types, causes, trends) along the Dysart and McDowell Road corridors.
- Consider geometric improvements and/or signal control modifications at the intersections exhibiting higher crash rates, as some of the crashes may be a result of inadequate capacity/inefficient operations.
- Adhere to the implementation strategies set forth in the STSP

Advanced Traffic Management Systems

Advanced Traffic Management Systems, or ITS, are a complementary means of getting the most out of the roadway infrastructure and system that serves the City. Therefore, ITS can improve the efficiency and safety of the transportation system and its users by providing the City with enhanced means of monitoring and addressing traffic needs.

Findings

There are four main ITS issues facing the City: traffic signal communication/coordination, traveler information dissemination, event management, and limited resources to implement ITS improvements. Establishment of a fiber-optic backbone/ring system is needed to facilitate future functionality and usefulness of ITS elements.

Recommendations

The delineation and prioritization of the ITS improvements are presented as part of Chapter 7, which is excerpted from the City's ITS Strategic Plan (July, 2010) and includes a proposed implementation plan.

Implementation

The various elements that make up the Transportation Plan Update are intertwined such that implementation is not a simple process. Selection to move forward with roadway widening/construction projects will be inherently biased to receive most of the funding. However, as indicated above, improving transit, bicycle, pedestrian, and ITS elements have an additional benefit to the roadway system and the accommodation of the prominent vehicular demands. So as not to lose sight of this interdependence of the elements making up the City's transportation network, funding and monies should be sought in a comprehensive manner. Given that some federal funding and grants are specifically earmarked for certain projects (like transit or bicycle), they should be pursued in conjunction with other funding directed to overall roadway construction/improvement.

Projects that can combine improvements to more than one of the transportation system elements are understandably more desirable than carrying out separate projects that may only improve one transportation element for one particular roadway/segment at a time. In lieu of projects pertaining to

multiple elements, the City should deliberately program improvement projects that at least address all elements in a logical fashion—perhaps proportioned within each iteration of the 5-year CIP (see ***Table 9.1***).

Table 9.1 Suggested Improvement Implementation Plan

Timeframe	Transportation Plan Element	Improvement Project Type
Within next 5 years	Roadways	**Address "Near-Term" Recommendations**
	Transit	**Evaluate transit services within the context of the regional transit network.**
	Bicycle	**Complete 50% of the high priority bike lane projects**
	Safety	**Follow-up on prior mitigation, perform updated comprehensive crash history assessment**
	ATMS	**Follow specific implementation plan**
Within next 10 years	Roadways	**Address "Mid-Term" Recommendations**
	Transit	**Continue to evaluate transit services within the context of the regional transit network.**
	Bicycle	**Complete remaining high priority projects; complete "gaps" in network created by various developer and/or roadway projects**
	Safety	**Address new/different safety issues identified**
	ATMS	**Follow specific implementation plan**
Within next 15 years	Roadways	**Address "Long-Term" Recommendations**
	Transit	**Continue to evaluate transit services within the context of the regional transit network.**
	Bicycle	**Complete newly determined high priority projects while expanding the overall bike/pedestrian network**
	Safety	**Address new/different safety issues identified**
	ATMS	**Follow specific implementation plan**

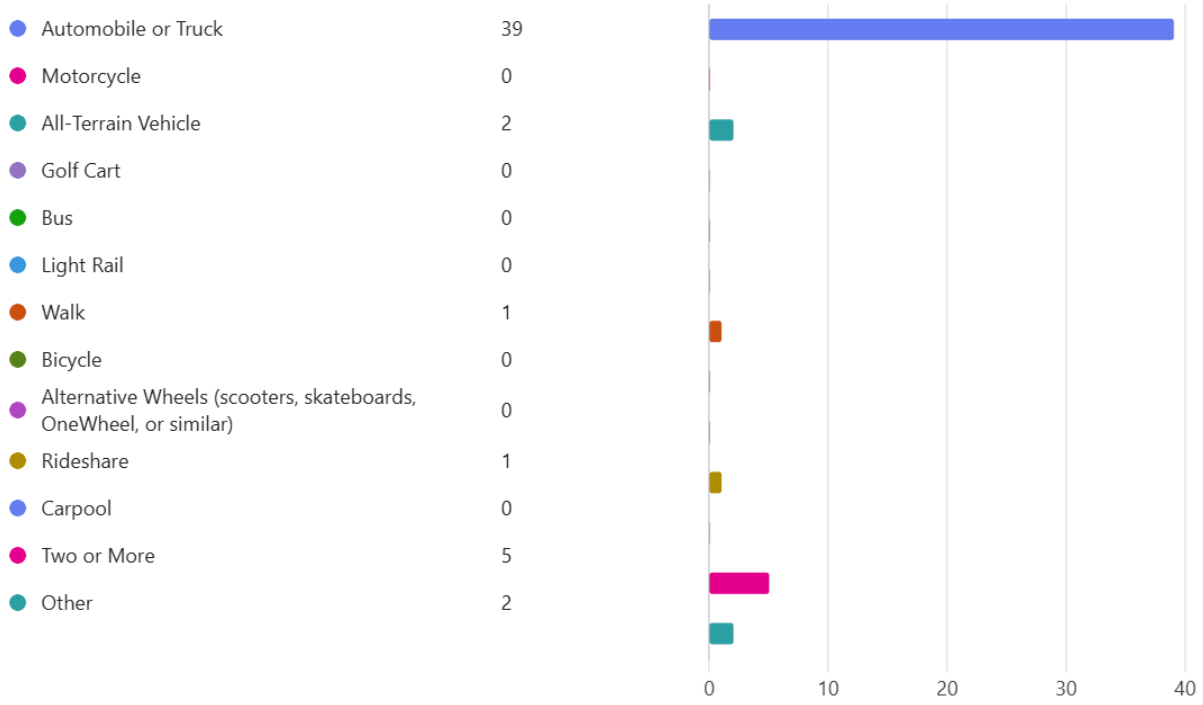
APPENDICES

A. Appendix: Public Survey

Public survey questions and responses are provided below.

Question 1:

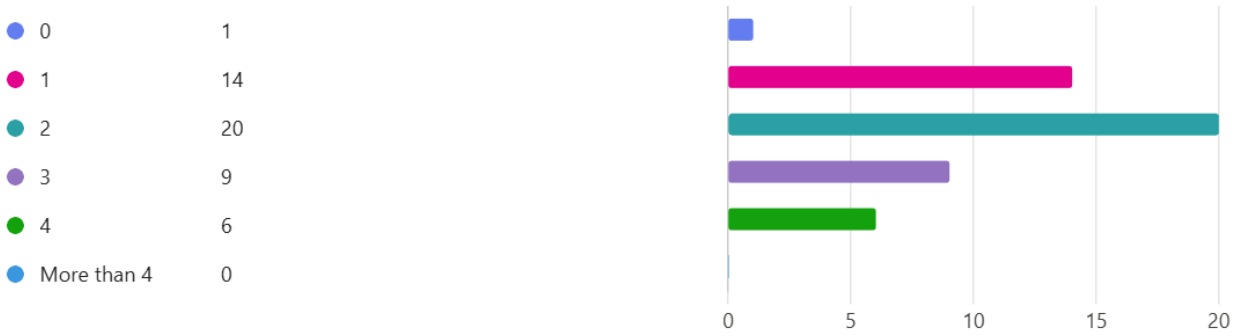
1. What is your primary mode of transportation?



78 percent of survey respondents selected *Automobile or Truck* as their primary mode of transportation, followed by 10 percent responding as using *Two or More* modes of transportation; this is reflected in Figure ___.

Question 2

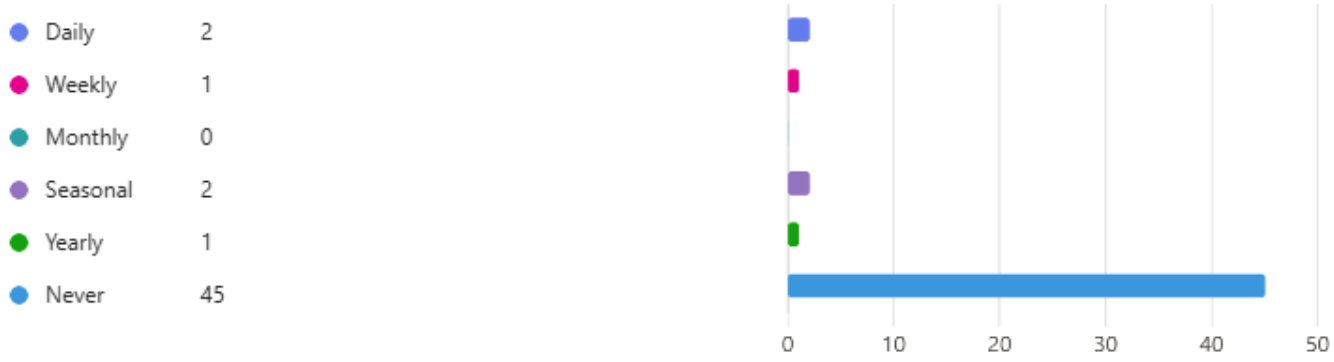
2. How many automobiles or trucks are available to your household?



40 percent of respondants of the survey selected "*2*" as the total number of automobiles or trucks are available in their households. Followed by 28 percent of respondants selected "*1*" as the total number of automobiles or trucks are available in their households.

Question 3

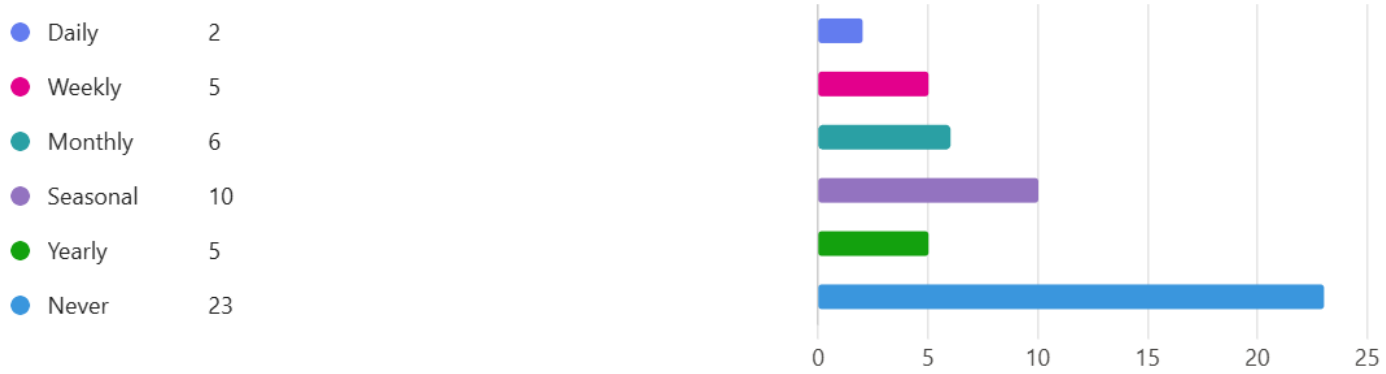
3. How often do you ride a bicycle to commute to work or school?



88 percent of the survey respondents selected "*Never* " as the frequency of which they ride a bicycle to commute to work or school. There is a tie of four percent where respondents selected "Daily" and a "Seasonal" frequency of which they ride a bicycle to commute to work or school.

Question 4

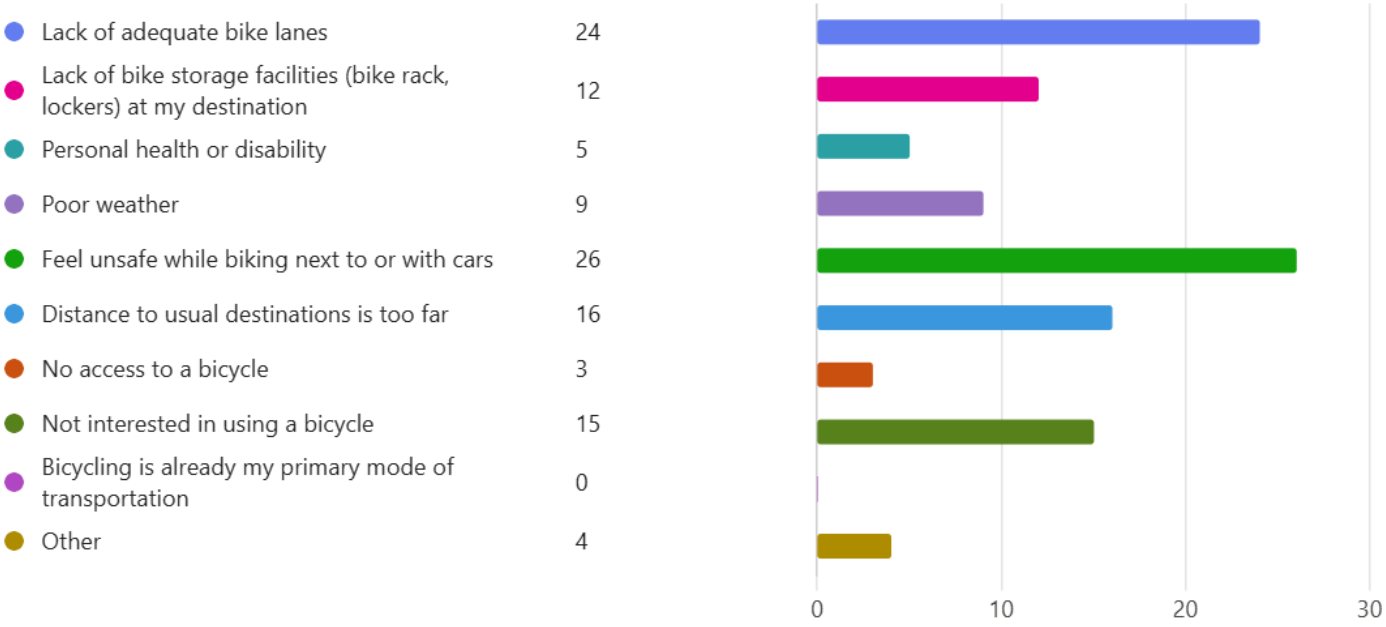
4. How often do you ride a bicycle for personal trips, recreation, or exercise?



45 percent of survey respondents selected **"***Never*" for the frequency of which they ride a bicycle for personal trips, recreation, or exercise while 20 percent of respondents selected "Seasonal".

Question 5

5. From the following list, select any significant obstacles that impact your ability to ride a bicycle more frequently.

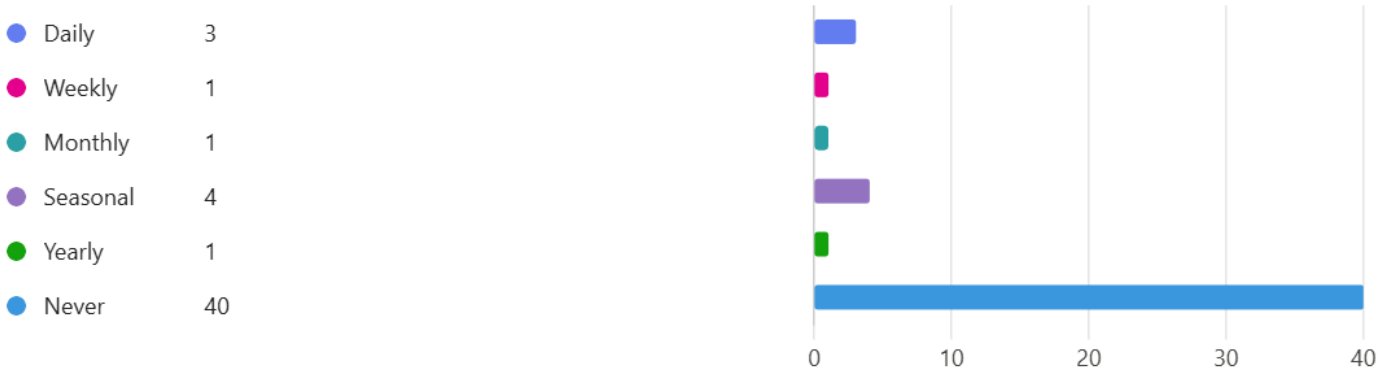


23 percent of survey respondents selected "*Feel unsafe while biking next to or with cars*" as the significant obstacle that impacts their ability to ride a bicycle more frequently. Followed by 21 percent of respondents

selecting "*Lack of adequate bike lanes*". The third most selected option with 14 percent is "*Distance to usual distance is far*" followed closely by 13 percent selecting "*Not interested in using a bicycle*".

Question 6

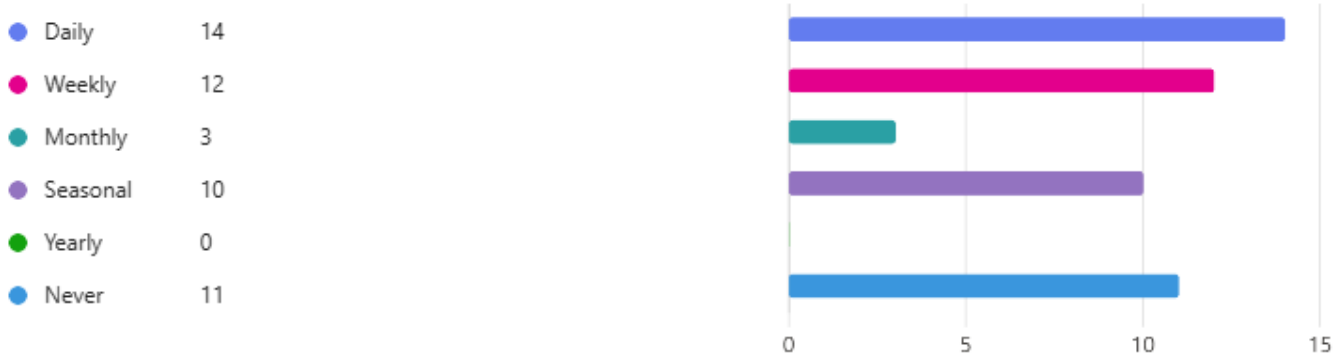
6. How often do you walk or run to commute to work or school?



80 percent of the survey respondents selected "*Never*" for the frequency they walk or run to commute to work or school. The next two selected options are eight percent "*Seasonal*" and six percent selecting "*Daily*".

Question 7

7. How often do you walk or run for personal trips, recreation, or exercise?

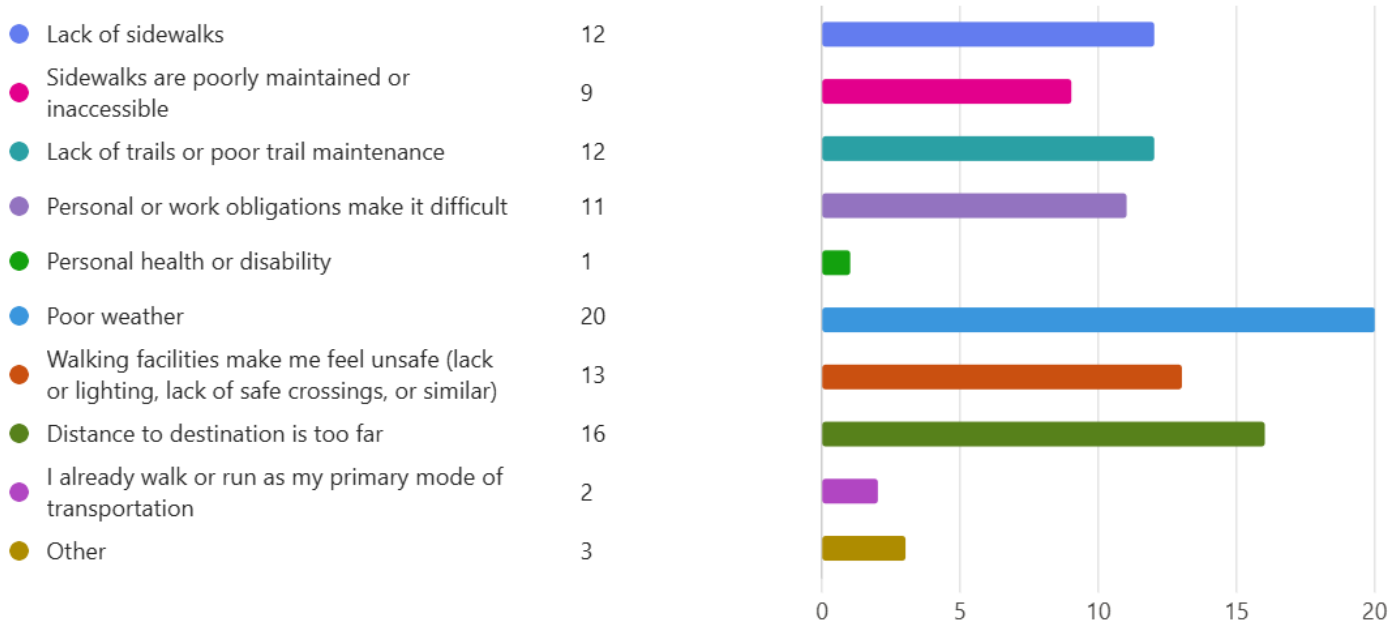


28 percent of survey respondents selected "*Daily*" for the frequency they walk or run for personal trips, recreation, or exercise. Followed by 24 percent of respondents selecting "*Weekly*" and 22 percent responding

with “Never” ending with “Seasonal” with 20 percent.

Question 8

8. From the following list, select any significant obstacles that impact your ability to walk or run more frequently.

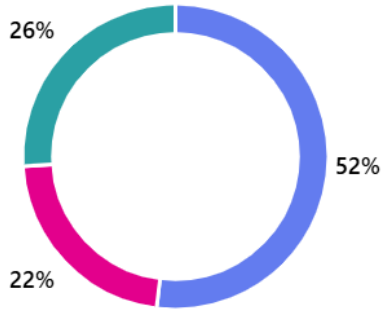


20 percent of survey respondents selected “*Poor Weather*” as the significant obstacle that impacts the ability to walk or run more frequently. The second most selected option with 16 percent is “*Distance to distance is too far*”. The third option selected with 13 percent is “*Walking facilities make me feel unsafe*”.

Question 9

9. Is public transit available within 1/2 mile from where you currently live in Avondale?

Yes	26
No	11
I'm not sure	13

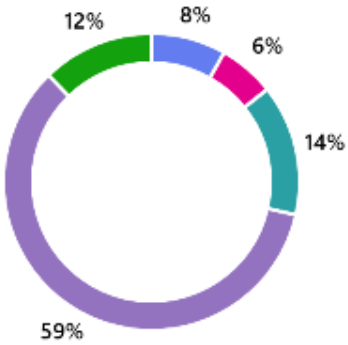


52 percent of survey respondents selected "*Yes*" to having transit available within ½ mile from where they currently live in Avondale. 26 percent of respondents selected "*I'm not sure*" and 22 percent of respondents selected "*No*".

Question 10

10. From the list below, select the mode of public transit that you use most frequently.

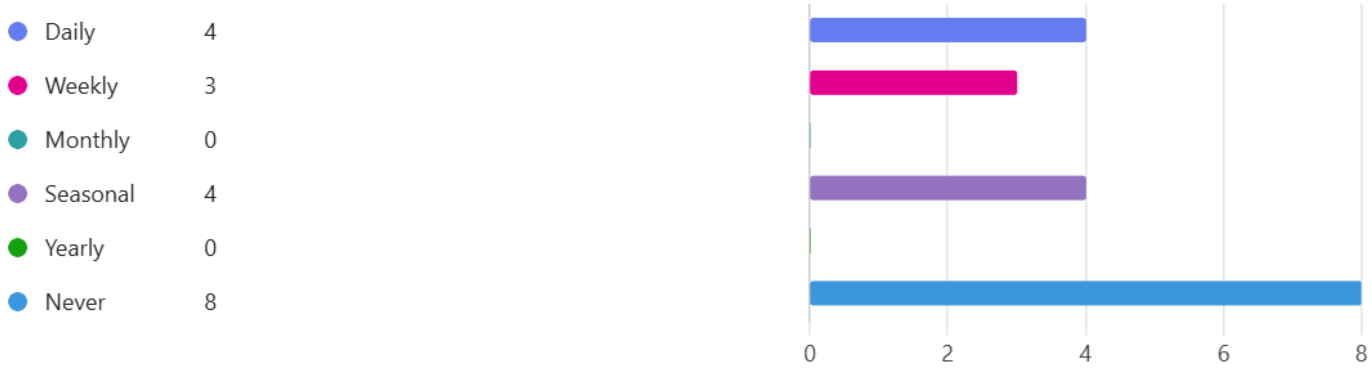
Bus	4
Light Rail	3
Shuttle or Micro-transit service	7
I don't use public transit	29
Other	6



59 percent of survey respondents indicate "*I don't use public transit*". Second highest ranked selection with 14 percent is "*Shuttle or Micro- transit service*" followed by 12 percent selecting "*Other*".

Question 11

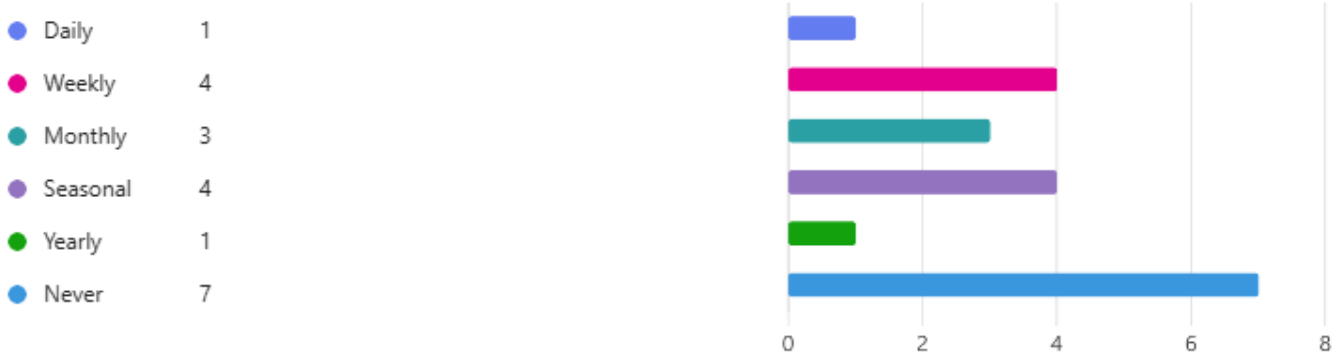
11. How often do you use public transit to commute to work or school?



42% of survey respondents select "*Never*" as the frequency for which they use public transit to commute to work or school. Followed by options "*Seasonal*" and "*Daily*" tied with 21 percent.

Question 12

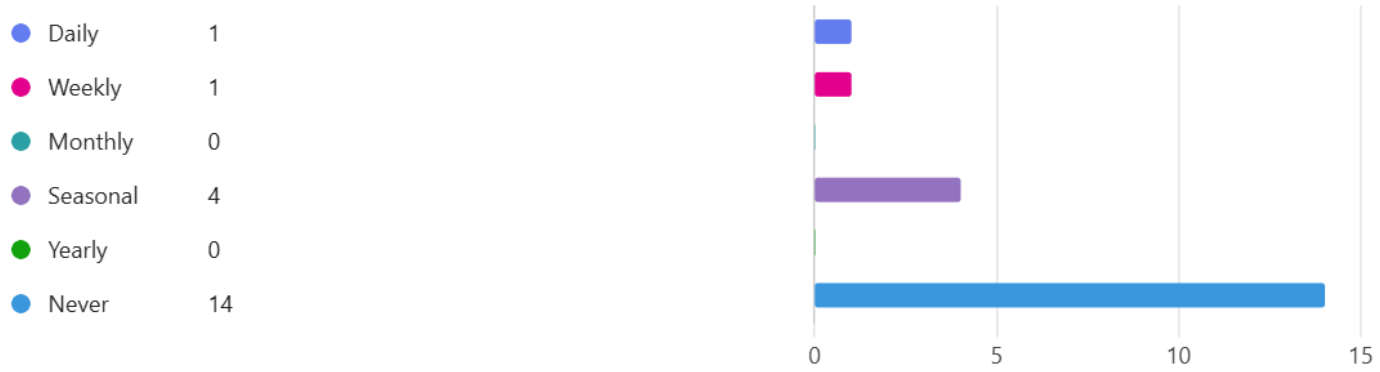
12. How often do you use public transit for personal trips?



35 percent of survey respondents selected "Never" for the frequency of use for public transit for personal trips. Followed by "*Weekly*" and "*Seasonal*" tied with 20 percent.

Question 13

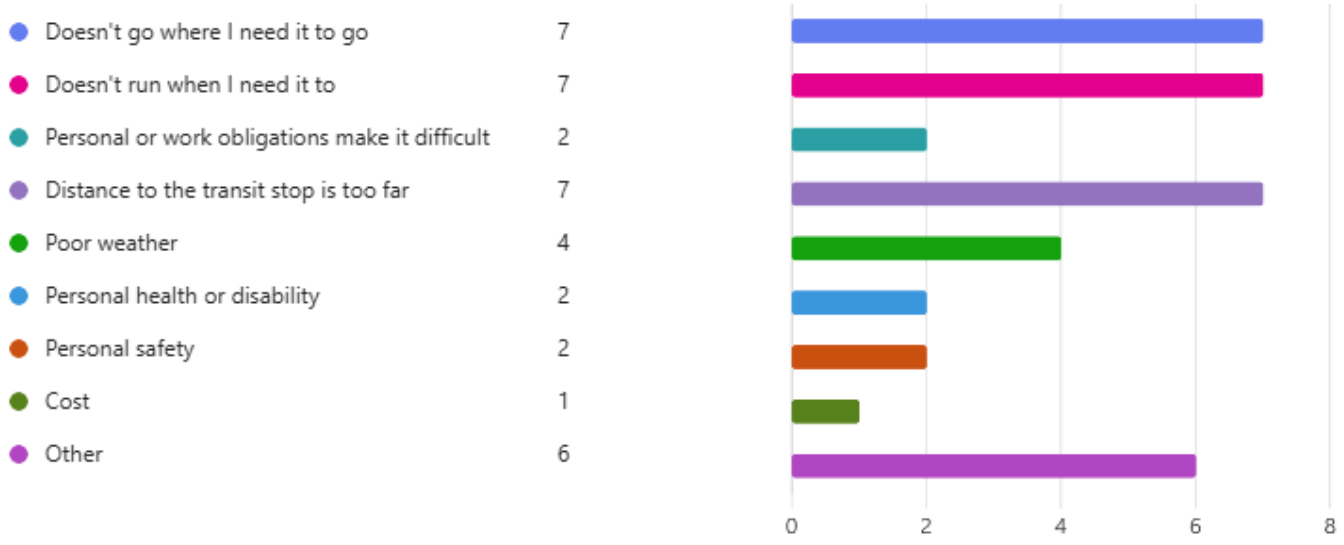
13. How often do you access public transit from a Valley Metro Park-and-Ride location?



70% of survey respondents selected "*Never*" for the frequency to which they access public transit from a Valley Metro Park-and- Ride location. Followed by 20 percent respondents selecting "Seasonal". Only five percent of respondents selected "*Daily*" and "*Weekly*".

Question 14

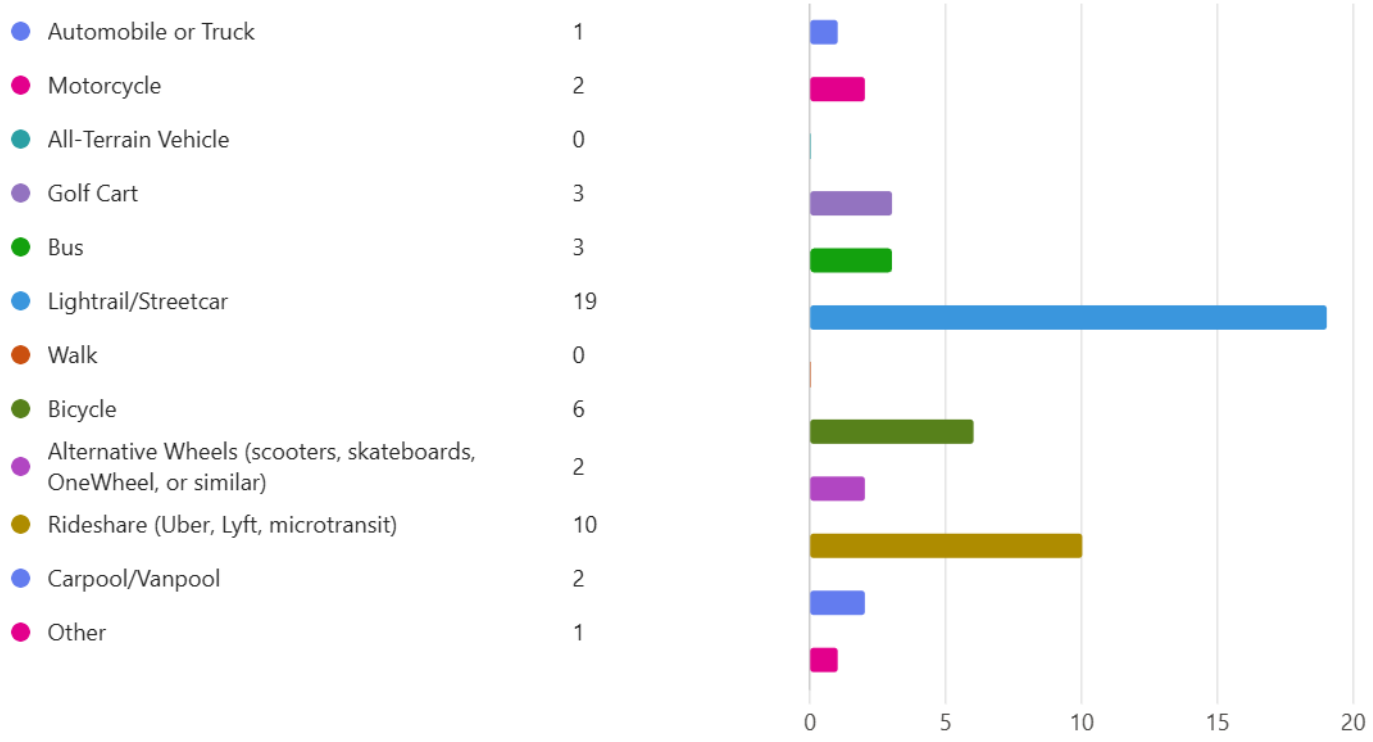
14. From the following list, select any significant obstacles that impact your ability to take public transit more frequently.



18 percent of survey respondents selected "*Doesn't go where I need it to go*", "*Doesn't run when I need it to*", and "*Distance to the transit stop is too far*" as the obstacle that impacts their ability to take public transit more frequently and 16 percent selected "*Other*".

Question 15

15. What method of transportation would you be most interested in using as an ALTERNATIVE to your primary mode of transportation?



39 percent of survey respondents selected they are most interested in “Light Rail/Streetcar” as an alternative to their primary mode of transportation. The second highly selected option is “Rideshare” with 20 percent.

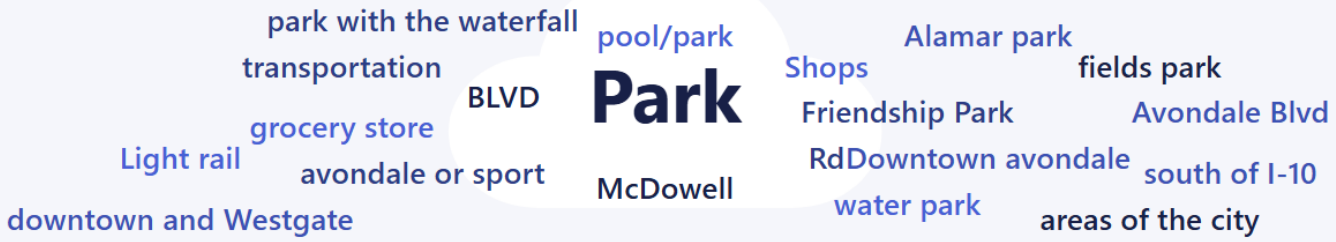
Question 16

16. What location(s) in the City of Avondale would you like to be able to travel to by walking, biking, or taking transit? More details

29
Responses

Latest Responses
"Agua Fria River, from south of I-10 to Friendship Park...doggies would love it... "
"Friendship Park"
...

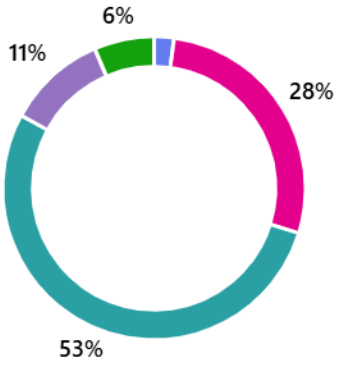
11 respondents (38%) answered Park for this question.



Question 17

17. Considering the whole transportation system in the City of Avondale, how would you rate the overall quality of the system?

Excellent	1
Good	13
Fair	25
Poor	5
Very poor	3

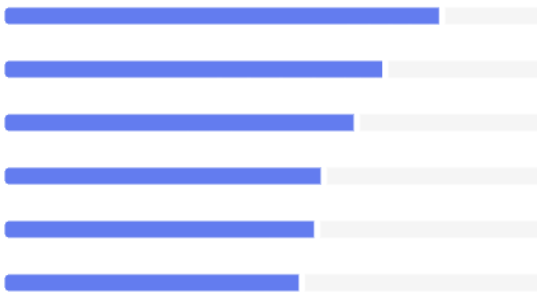


53 percent of survey respondents select "*Fair*" as their rating of the overall quality of the transportation system. Followed by 28 percent of respondents selecting "*Good*" and 11 percent selecting "*Poor*".

Question 18

18. Below is a list of possible actions the City can take to improve the transportation system. Please rank the following pr ojects in the order that you think would most improve the overall quality of the system in Avondale.

1 **Street Reconstruction Projects:** add new curb, sidewalk/paths, bike lanes, and landscape
2 **Small-Scale Efficiency Projects:** improve traffic signals, add turn lanes, changes to signal times (ho...
3 **Bicycle and Pedestrian Projects:** on-street bike lanes, off-street paths/sidewalks, signal crossings,...
4 **Maintenance Projects:** fill potholes, patch cracks, replace pavement
5 **Street Capacity Projects:** new streets, new lanes
6 **Increase Public Transit Service:** new routes, more trips, improve bus shelters, more transit modes



The first ranked option selected by survey respondents is "*Street Reconstruction Projects*". The second ranked option selected by survey respondents is "*Small Scale Efficiency Projects*" followed by third ranked "*Bicycle and Pedestrian Projects*".

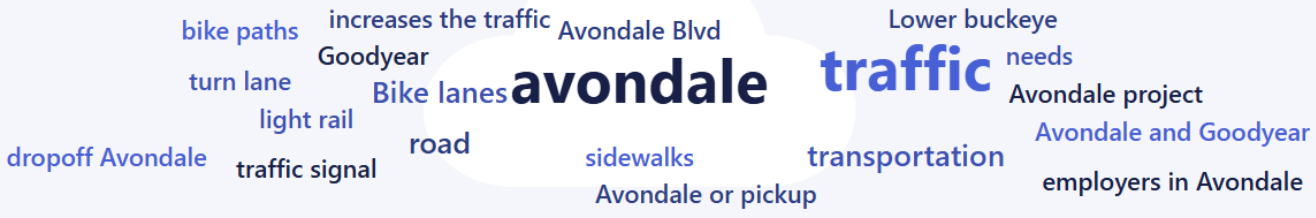
Question 19

19. Based on your observations, are there any specific concerns with the City of Avondale's transportation system that yo u would like to see addressed in this plan update? More details

31
Responses

Latest Responses
"More public transit around the entire valley"
"If you don't have a car, this isn't a walkable City but AZ as a whole (except ur..."
"As the west valley grows, we are seeing an increase in traffic. I would like to ... "
...

10 respondents (32%) answered avondale for this question.



Question 20

20. Were you able to appropriately offer your input on your experiences with Avondale's transportation system in this survey? If not, what did we miss?

More details

22
Responses

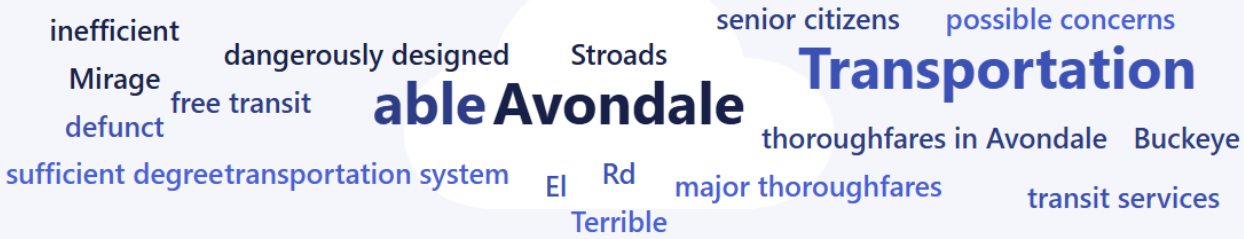
Latest Responses

"yes. I haven't seen a Zoom anymore and think I read that went defunct. May... "

"Yes"

• • •

2 respondents (9%) answered Avondale for this question.



B: Appendix: Acronym Table

Acronym Table

Acronym	Meaning
ABM	Activity-Based Model
ADA	Americans with Disabilities Act
ADOT	Arizona Department of Transportation
ADT	Average Daily Traffic
ASU	Arizona State University
ATIP	Avondale Transit Implementation Plan
ATMS	Advanced Traffic Management System
BRT	Bus Rapid Transit
CCTV	Closed Circuit Television Locations
CDBG	Community Development Block Grant Program
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation & Air Quality
CR	Commuter Rail
DHOV	Direct High-Occupancy Vehicle
DIF	Development Impact Fee
DMS	Dynamic Message Signs
EB	Eastbound
EMS	Emergency Medical Services
FAST	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
HCT	High-Capacity Transit
HOV	High-Occupancy Vehicle
HSIP	Highway Safety Improvement Program
HURF	Highway User Revenue Fund
I-10	Interstate 10
IP	Internet Protocol
ITS	Intelligent Transportation Systems
LOS	Level of Service

LRT	Light Rail Transit
LTAF	Local Transportation Assistance Fund
MAG	Maricopa Association of Governments
MAP-21	Moving Ahead for Progress in the 21st Century Act
MCDOT	Maricopa County Department of Transportation
MPA	Municipal Planning Area
NHS	National Highway System
P&R	Park-and-Ride
P3	Public-Private Partnerships
PR	Phoenix Raceway
PM	Particulate Matter (number after is size of the matter)
RARF	Regional Area Road Fund
RCN	Regional Community Network
REACT	Regional Emergency Action Coordination Team
RPTA	Regional Public Transportation Authority
RRS	Roads of Regional Significance
RTP	Regional Transportation Plan
SHS	State Highway System
SHSP	Strategic Highway Safety Plan State Highway Safety Plan
SOV	Single-Occupancy Vehicles
SR-101L	State Route 101L (Loop 101)
SR-30	State Route 30
STIP	State Transportation Improvement Program
STLUIS	Sustainable Transportation and Land Use Integration Study
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
STSP	Strategic Transportation Safety Plan
SWVLTSS	Southwest Valley Local Transit System Study
TAZ	Traffic Analysis Zone
TDM	Travel Demand Model
TI	Traffic Interchange
TIP	Transportation Improvement Program
TLCP	Transit Life Cycle Program
TOC	Transportation Operations Center
TOD	Transit Oriented Development
UPRR	Union Pacific Railroad

UZA	Urbanized Areas
VLT	Vehicle License Tax
WB	Westbound

CITY COUNCIL REPORT

ITEM NUMBER: 5.b.

SUBJECT: Solid Waste Code Violation Fees

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andy Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

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 application of solid waste code violation fees aids in achieving code compliance, which fosters community pride and beatification of city neighborhoods.

PURPOSE:

City Council will receive a presentation on the application of fees to address violations of the City of Avondale Solid Waste Code. This item is for information and discussion only. The approval of the discussed fees will be considered in a separate agenda item.

BACKGROUND:

The Public Works Solid Waste Division regularly encounters residents who do not comply with the City's Solid Waste Code. Currently, Solid Waste Inspectors provide education to residents, request residents to comply with City Code, and ask for corrective action such as removing bulk trash piles when materials are either placed out too early or too late. When residents do not comply with the inspector's request, bulk trash piles may remain on the street until their next scheduled week of bulk trash service. Bulk trash piles could potentially be left out for up to three weeks, resulting in unsightly conditions and pose health hazards in the community.

DISCUSSION:

The Public Works Solid Waste Division is seeking to establish code violation fees to strengthen enforcement of the Chapter 11 Solid Waste Code for residents who fail to comply with City Code. Currently, for habitual violators of City Code there are no enforcement efforts in place beyond education. The proposed fees would apply to residents who remain noncompliant with the Chapter 11 Solid Waste Code, and only after given notice and an opportunity to correct the violation. The proposed code violation fees are consistent with Chapter 11, Section 21-Penalty of the City's Solid Waste Code. The section states, "Unless specified otherwise, any person violating any of the provisions of this code shall be charged a fee or be guilty of a class one misdemeanor…"

Fees will be applied only after an initial notice of violation is issued and the Solid Waste Inspector makes the

effort to provide education and requests voluntary compliance within 48 hours. A fee of $25 will be assessed for the second or continued violation of City Code. A fee of $75 will be assessed for the third or continued violation, and a $100 trash pick-up fee will be assessed for the City's removal of the debris in violation. A fee of $200 will be assessed for the fourth or continued violation, and a $100 trash pick-up fee will be assessed for the City's removal of the debris in violation. The application and escalation of fees may be assessed for one violation that continues to be out of compliance, for example, a single trash pile left out for several days in a row, or for residents who habitually violate City Code multiple times per year. The purpose of these fees is to encourage compliance and to recover City expenses related to the code violation and the removal of debris.

BUDGET IMPACT:
There is no impact to the solid waste budget related to these fees.

RECOMMENDATION:
This item is for information and discussion only. Approval of fees will be considered in a separate agenda item.

Contact person for document distribution: *Harold Siguneza, Simon Lara*

CITY COUNCIL REPORT

ITEM NUMBER: 5.c.

SUBJECT: Presentation and Discussion on Recommended Fee Changes for Fiscal Year 2027

MEETING DATE: 7/6/2026

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:
City Council will receive a presentation on the Fiscal Year 2027 proposed fee changes. This item is for discussion only.

BACKGROUND:
Avondale maintains a comprehensive schedule of fees and charges for services provided to residents, businesses, and the community. Fee levels are established by the City Council and are based on the nature of the service provided, including the balance between public and private benefit. In some cases, fees are intentionally set below the full cost of service to promote accessibility, community participation, and quality of life. Examples include Aquatics Center admission fees and park rental fees. Conversely, fees associated with development and other services that primarily benefit an individual applicant or private entity are generally intended to recover the City's cost of providing those services.

City departments conducted a review of their respective fee schedules and are recommending the revisions outlined in this report. Staff anticipates returning to City Council on July 13, 2026, for consideration and adoption of the proposed fee changes.

DISCUSSION:
The proposed fee schedule balances fiscal responsibility with the City's commitment to providing accessible services to residents and businesses. The following recommendations are being proposed with an effective date of September 1, 2026:

City Clerks

- New Fee - Domestic Partnership Registration

Engineering

- Name Change Only - Updating 37 fee names for clarity and consistency
- Name & Structure Change - Updating 5 fee names and modifying their structure and/or unit of measure
- New Fees - Adding 12 new fees to account for certain permits and an hourly plan review fee

Finance & Budget

- Name Change Only - Updating 1 fee name for clarity and consistency

Parks, Recreation & Libraries

- Creating Ranges - Establishing ranges for 10 fees related to field reservations/rentals
- Updating Ranges - Updating the fee range for 6 fees related to facility rentals
- Fee Reduction - Reducing 2 fees related to major events
- Creating Ranges & Updating Unit of Measure - Establishing ranges and updating unit of measure for 2 burial fees

Police

- Fee Removal - Eliminating 2 fingerprinting fees to align with current practice

Public Works

- New Fees - Adding 5 new fees to address bulk trash code violations

BUDGET IMPACT:
The proposed fee adjustments are not anticipated to have a significant impact on the City's overall budget. While certain fee changes may result in modest increases or decreases in revenue, the primary purpose of the revisions is to better align fees with the cost of providing services and to maintain a clear and consistent fee structure.

RECOMMENDATION:
This item is for discussion only. Staff will incorporate Council and community feedback and return with a formal proposal for adoption at the July 13, 2026 Council meeting.

Contact person for document distribution: *Stephanie Badsgard*

PROPOSED USER FEE CHANGES

FY2027

PUBLIC NOTICE

Notice of Proposed Changes in User Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a virtual meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

Avondale

Additional Information

For questions, please contact Avondale Finance and Budget Department at (623) 333-2000.

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FEE CHANGE PROPOSAL – ENGINEERING SERVICES 3

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FEE CHANGE PROPOSAL – FINANCE AND BUDGET 9

NAME CHANGE 9

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SPECIAL EVENT PERMITS – FEE REDUCTION 12
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EXHIBIT A 18

Fee Change Proposal – City Clerk's Office

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

NEW FEE

Department Name	City Clerk's Office
Division Name	N/A
Background	The City Clerk's Office from time to time receives requests from residents to show proof of domestic partnership.
Justification	The City Clerk's Office wishes to create a Domestic Partnership program to provide a needed service to the community. The fee proposed would cover the administrative processing of an application.
Methodology	The proposed fee is in line with other municipalities in the State of Arizona and is meant as a way to recover staff costs for processing applications.
Alternatives	If the program is not established, staff would continue to refer residents to other municipalities that offer domestic partnership registrations.
Fiscal Impact	The fees will give the city a form of cost recovery to process the applications for the new program.

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Domestic Partnership Registration	N/A	N/A	$ 50.00	Per application	New Fee

Fee Change Proposal – Engineering Services

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

NAME CHANGE

Department Name	Engineering Services
Division Name	Administration
Background	Updating user fee names is necessary to improve clarity, transparency, and administrative efficiency in how services are presented to the public. Over time, fee titles can become outdated, inconsistent, or misaligned with current service delivery or internal processes.
Justification	Staff are proposing a revision to certain fee names and units of measure to provide clearer descriptions of the services being charged, reduce customer confusion and improve transparency.
Methodology	Staff reviewed all fees and are recommending changes to accurately reflect what the customer receives. The revised names and updated units of measure do not alter the underlying fee purpose and bear no changes to the fee structure.
Alternatives	No name change - maintaining the current language would continue to create ambiguity.
Fiscal Impact	No fiscal impact.

PROPOSAL:

Current Fee Name	Proposed Name Change
Traffic Control Plan High Volume Arterial Road Closure	Traffic Control Plan - High Volume Arterial Lane Restriction
Traffic Control Plan - Residential / Local Road Closure	Traffic Control Plan -Residential / Local Lane Restriction
Traffic Control Plan - Collector / Industrial Road Closure	Traffic Control Plan - Collector / Industrial Lane Restriction
Concrete - Return Type Driveway (Commercial)	Concrete - Return Type Driveway (Commercial; excluding S/W ramps)
Concrete - 6" Vert Curb & Gutter, Single Curb & Ribbon Curb	Concrete - Curb/Gutter; 6" Vert, 4" Roll, Single Curb & Ribbon Curb
Concrete - Bus Bay, R Turn Lane	Concrete - Bus Bay, Decel, R Turn Lane

Concrete - Driveway (Non-Return Type)	Concrete - Driveway Entrance (Non-Return Type)
Concrete Structures - Handrail	Concrete Structures - Safety Handrail (for Scuppers & Structures per length)
Concrete Structures - Scuppers	Concrete Structures - Scuppers (Spillways not included)
Drainage - Drywell	Drainage - Single Drywell
Drainage - Rip Rap	Drainage - Rip Rap (Loose)
Drainage - Spillway	Drainage - Rip Rap Spillway (Loose or Grouted)
Drainage - Storm Sewer Manholes	Drainage - Storm Drain Manholes
Drainage - Storm Sewer Pipe	Drainage - Storm Drain Pipe
Drainage - Underground Storm Water Ret Pipe	Drainage - Underground Storm Water Ret Pipe (Based on 120" Dia. Pipe)
Paving - New Conc. Asphalt Pavement (Full Section in Place)	Paving - New Asphalt Concrete Pavement (Full Depth)
Paving - Utility Adjustments (New & Existing in Street ROW)	Paving - Utility Adjustments
Sanitary Sewer - Drop Connection	Sanitary Sewer - MAG MH Drop Connection
Sanitary Sewer - Manhole	Sanitary Sewer - Polymer Type Manhole
Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	Sanitary Sewer - Pipe Encasement / Sleeving for Extra Protection
Sanitary Sewer - Sewer Utility Adjustment (On-Site)	Sanitary Sewer - Sewer Utility Adjustment (MHs & COs)
Streetlights - Streetlight	Streetlights - Roadway Style Lighting
Streetlights - Streetlight (Concrete Pedestal Base)	Streetlights - Concrete Pedestal Base
Water - Water Valve or ARV MH Vault	Water - Air Relief Valve (ARV) and Enclosure
Water - Mainline/Lateral/FH Valve	Water - Gate Valve (Mains, Laterals & FH)
Water - Meter Box	Water - Meter Box; up to & incl 2" Size
Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	Water - Tapping Sleeve (Fitting Only)
Water - Water Utility Adjustment (On-Site)	Water - Water Utility Adjustment
Water - Water Line Connection/Service Tap	Water - Service Tap / Connection; up to & incl 2" Size

Water - Water Service Line	Water - Water Service Line (1" & 2" Size)
Sewer Verification (Existing Sewer Connection And Verification Fee)	Sewer Verification (Visual verification by Video of Existing Sewer Line Condition Before Connection)
Drainage - Dual Chambered Drywell	Drainage - Dual or Multi-Chambered Drywell
Drainage - Storm Drain Concrete Pipe Collar	Drainage - Storm Drain Concrete Pipe Collar or Pipe Bend Fitting
Sanitary Sewer - Large Dia. Pipe (>15") Manhole / Deep MH (>18')	Sanitary Sewer - Large Diam Trunk Line (>15") Tie-in Manhole
Streetlights - Pedestrian Light	Streetlights - Pedestrian Style Lighting
Water - Pipe Encasement Sleeving / Extra Protection	Water - Pipe Encasement / Sleeving for Extra Protection
Water - Water Main Line (Greater than 300 LF)	Water – Water Main Line (300 LF and Greater)
Concrete Structures - Catch Basins & Headwalls	Split into two separate fees; name change to "Concrete Structures - Catch Basins (X2 for double) Incl Bubble Up"
Concrete Structures - Catch Basins & Headwalls	Split into two separate fees; name change to "Concrete Structures - Headwalls (CIP or Block)"

NAME CHANGE & UNIT OF MEASURE UPDATE

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Traffic Control Plan Nighttime High Volume Arterial And Collector Closure (7P-6A)	$ 75.00	Per Lane/Day For Every ¼ Mile	$ 75.00	Per Lane/Day For Every ½ Mile	Name change to "Traffic Control Plan – Nighttime High Vol ume Arterial Lane Restriction (7P-6A)" + Update Unit of Measure
Mass Grading (Gross Area) - All - Including Civil SWPPP Inspections	$400.00	Base fee + Acreage (fee below)	$400.00	Base fee + Square Yard (fee below)	Name change to "Grading - Site Mass Grading incl SWPPP Inspections (> 1 Acre) Base Fee" + Update Unit of Measure

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Mass Grading	$190.00	Per Acre	$0.04	Square Yard	Name change to "Grading - Square Yard Unit Fee (add to Base Fee)" + Update Unit of Measure

NEW FEES

Department Name	Engineering Services
Division Name	Administration
Background	The City currently performs inspections and plan reviews within the subcategories of Concrete Structures, Drainage, Grading, Sanitary Sewer, Utilities, and Water that do not have individually established fees. These services require staff time, technical expertise, and administrative processing; however, in some cases, no specific fee has been adopted to recover associated costs.
Justification	Establishing fees for these inspection subcategories ensures consistency, transparency, and equitable cost recovery. As development activity continues, these inspections require comparable effort to other already adopted fee-based services. Additionally, certain plan reviews consist of multiple pages but require minimal technical review time. Charging the standard per-sheet plan review fee (e.g., $375 per sheet) in these cases may result in costs that exceed the actual level of effort required and may not be equitable for customers
Methodology	For new inspection subcategories, fees will mirror existing inspection fees that require a similar level of staff time, complexity, and expertise. For plan reviews that do not warrant the standard per-sheet fee structure, an hourly plan review rate will be applied. The hourly rate will be based on the fully burdened cost of staff time and will allow charges to more accurately reflect the actual time spent on review, ensuring fairness and proportional cost recovery.
Alternatives	The City could continue providing these services without a dedicated fee, resulting in unrecovered costs. Alternatively, the City could apply the standard per-sheet plan review fee to all reviews; however, this approach may overcharge customers for reviews requiring minimal staff time.
Fiscal Impact	Adoption of these fees will improve cost recovery for inspection and plan review services. The hourly plan review option will provide a balanced approach by aligning revenue with actual staff time while maintaining fairness to customers.

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Concrete Structures - Spillway	N/A	N/A	$ 65.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Drainage Spillway)
Drainage - Thermoformed PVC Catch Basin (Outside ROW)	N/A	N/A	$ 65.00	Linear Foot	Inspections without an established fee will match existing fees for services requiring similar effort. (Drainage Spillway)
Drainage - Storm Drain Flared End Section	N/A	N/A	$ 40.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Paving-Street Signs)
Grading - Site Mass Grading (< 1 Acre) Base Fee	N/A	N/A	$ 200.00	Base fee + SY (fee below)	Inspections without an established fee will match existing fees for services requiring similar effort. (1/2 cost of Mass Grading >Acre)
Sanitary Sewer - Unlined Standard Manhole; Outside of ROW, Private	N/A	N/A	$ 175.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Sanitary Sewer-Manhole)
Utilities - Splice / Vault & J-Box (Flush Mount)	N/A	N/A	$ 60.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Paving-Utility Adjustment)

Water - Main or Lateral Pipe (Stub) Connection	N/A	N/A	$ 80.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Water Line Connection)
Water - Manhole or Vault Structure (Large Valves / Large Meters > 2")	N/A	N/A	$ 150.00	Each	Inspections without an established fee will match existing fees for services requiring similar effort. (Water Valve)
Hourly Plan Review	N/A	N/A	$ 225.00	Hourly (30min increments)	Small reviews may be charged at the applicable hourly rate to ensure charges reflect actual time spent and avoid overbilling. (Tech Report)
Event TCP Permit Designated Facility	N/A	N/A	$300.00	Each	Establish a standardized review and approval process for events occurring at designated facilities that require temporary traffic control measures. (SWPPP Inspection Fee)
Traffic Control Plan - Nighttime Collector Lane Restriction	N/A	N/A	$ 50.00	Per Lane/Day for every ½ Mile	Establishes fee for nighttime closures on collector roads; Half the cost of daytime fee
Traffic Control Plan - Nighttime Local Road Lane Restriction	N/A	N/A	$ 25.00	Per Lane/Day for every ½ Mile	Establishes fee for nighttime closures on local roads; Half the cost of daytime fee

Fee Change Proposal – Finance and Budget

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

NAME CHANGE

Department Name	Finance and Budget
Division Name	Revenue Division
Background	The City of Avondale applies a $25.00 non-sufficient funds fee to returned payments.
Justification	In practice, the NSF fee is applied to all returned payment types (checks, ACH,/EFT and credit cards)
Methodology	The intent is to align the fee name to apply to all returned payment types
Alternatives	No name change
Fiscal Impact	No fiscal impact

PROPOSAL:

Fee Name	Proposed Name Change
NSF Check Fee	Non-Sufficient Funds Fee

Fee Change Proposal – Parks, Recreation & Libraries

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

PARK RENTAL FEES – UPDATE & ESTABLISH RANGES

Department Name	Parks, Recreation & Libraries
Division Name	Parks Division
Background	Park facility rentals at Avondale parks have increased steadily over the past five years, while maintenance and operating costs have risen faster. The Budget and Finance Department has also identified park facility rentals as a heavily subsidized service area. In addition, market compression in the West Valley has increased demand from outside user groups. The proposed fee ranges maintain affordability for residents, allow phased adjustments over the next three years, and provide flexibility if market conditions shift.
Justification	Demand for field, ramada, and sports court rentals in Avondale remains strong, driven by population growth, increased participation in youth and adult sports, growth in privatized club sports, and reduced field availability at Fear Farm and neighboring city parks. As rentals increase, maintenance and staffing costs are rising faster than revenue. Proposed updated ranges will provide flexibility to maintain these facilities. Demand is expected to remain strong, as requests exceed available inventory.
Methodology	The proposed adjustments align with neighboring West Valley municipalities and will support the operational cost increases anticipated over the next 3 years.
Alternatives	Keep fees at the current single-fee level. This would increase the gap between the cost of maintaining the facilities and the revenue to offset maintenance costs.
Fiscal Impact	There is no current fiscal year impact to establishing the fee ranges.

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee Range	Proposed Measurement	Notes / Methodology
Field Reservation – Prime Time (Resident	$ 20.00	Per Hour	$ 20.00 – $ 30.00	Per hour	New Fee Range; FY27 $20.00 per hour
Field Reservation – Prime Time (Non-Resident)	$ 30.00	Per Hour	$ 30.00 – $ 50.00	Per Hour	New Fee Range; FY27 $30.00 per hour
Field Reservation – Non-Prime (Resident)	$ 15.00	Per Hour	$ 15.00 – $ 30.00	Per Hour	New Fee Range; FY27 $15.00 per hour
Field Reservation – Non-Prime (Non-Resident)	$ 25.00	Per Hour	$ 25.00 – $ 45.00	Per Hour	New Fee Range; FY27 $25.00 per hour
Field Allocation Rentals – Category ll Prime-Time	$ 20.00	Per Hour	$ 20.00 – $ 30.00	Per Hour	New Fee Range; FY27 $20.00 per hour
Field Allocation Rentals – Category ll Non-Prime-Time	$ 15.00	Per Hour	$15.00 - $ 30.00	Per Hour	New Fee Range; FY27 $15.00 per hour
Field Allocation Rentals – Category lll Prime-Time	$ 30.00	Per Hour	$ 30.00 – $ 50.00	Per Hour	New Fee Range; FY27 $30.00 per hour
Field Allocation Rentals – Category lll Non-Prime-Time	$ 25.00	Per Hour	$ 25.00 – $ 45.00	Per Hour	New Fee Range; FY27 $25.00 per hour
Field Allocation Rentals – Category lV -Prime-Time	$ 35.00	Per hour	$ 35.00 – $ 45.00	Per Hour	New Fee Range; FY27 $35.00 per hour
Field Allocation Rentals – Category lV -Non-Prime-Time	$ 30.00	Per Hour	$ 30.00 – $ 50.00	Per Hour	New Fee Range; FY27 $30.00 per hour

Sport Court Rentals – Non-Resident	$ 15.00 – $ 30.00	Per Hour	$ 15.00 – $ 40.00	Per Hour	New Fee Range
Multi-Purpose Field/ Event Lawn Rental (Resident)	$ 15.00 – $ 20.00	Per Hour	$ 15.00 – $ 30.00	Per Hour	New Fee Range
Multi-Purpose Field/ Event Lawn Rental (Non-Resident)	$ 25.00 – $ 30.00	Per Hour	$ 25.00 – $ 45.00	Per Hour	New Fee Range
Tournament Field Rentals	$ 325.00 – $ 400.00	Per Field/Per 12-Hour rental	$ 325.00 – $ 450.00	Per Hour	New Fee Range
Facility Rental (Resident)	$ 10.00 – $ 50.00	Per Hour	$ 10.00 – $ 75.00	Per Hour	New Fee Range
Facility Rental (Non-Resident)	$ 15.00 – $ 75.00	Per Hour	$ 15.00 – $ 100.00	Per Hour	New Fee Range

SPECIAL EVENT PERMITS – FEE REDUCTION

Department Name	Parks, Recreation & Libraries
Division Name	Administrative Division
Background	Application fees were also identified by the Budget and Finance Department as a highly subsidized service area. Based on the first few months of operating the Special Event permit program under the new fee structure, staff have experienced less customer pushback, and the proposed fees appear to better align with market conditions and customer expectations.
Justification	The City major event permit fee is proposed to be reduced to better accommodate event organizers and support community events.
Methodology	Decrease the major event fees based on customer feedback.
Alternatives	Keep fees at the current level.
Fiscal Impact	There will be a minor decrease in annual revenue as a result of fee updates. Department processes ~500 applications per year

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee Range	Proposed Measurement	Notes / Methodology
Major Event	$1,500.00	Per Event – First Day	$750.00	Per Event – First Day	Decreased Fee based on customer feedback; Minor event fee remains as is
Major Event – Subsequent Day(s)	$750.00	Per Additional Day of Event	$375.00	Per Additional Day of Event	Decreased Fee based on customer feedback; Minor event fee remains as is

CEMETERY – UPDATE RANGES

Department Name	Parks, Recreation & Libraries
Division Name	Parks Division – Goodyear Farms Cemetery
Background	Over the past five years, the cost of burial services at Goodyear Farms Cemetery has increased, while revenue per burial has not kept pace with rising personnel and equipment costs. To better reflect operational costs, the department proposes an increase to the fee range for cremation and traditional burial fees. This will provide flexibility for future adjustments.
Justification	Personnel and equipment costs for burial services continue to rise.
Methodology	The fees are calculated based on the total cost of equipment rental and staff time to process the burial applications, and for park staff to administer the burials. These new fee ranges also account for phased increases that are anticipated over the course of the next 3 years.
Alternatives	Keep fees at the current level.
Fiscal Impact	There will be no fiscal impact from raising the fee.

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee Range	Proposed Measurement	Notes / Methodology
Goodyear Farms Cemetery – Traditional Burial Fee	$490.00 - $ 700.00	Per Person	$ 490.00 - $ 750.00	Per Burial	New Fee Range
Goodyear Farms Cemetery – Cremation Urn Burial Fee	$ 80.00 - $ 200.00	Per Hour	$ 80.00 - $ 250.00	Per Burial	New Fee Range

Fee Change Proposal - Police

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

REMOVE FEES

Department Name	Police
Division Name	Records Bureau and Identification Bureau
Background	The Records Bureau performs tasks and collects fees from citizens in person as well as via our online portal in which citizens of both can request reports, body worn camera footage, audio recordings, and photos online without having to come into the front lobby to fill out a form and pay. Staff recommend updating the fees as described below.
Justification	The police department wishes to eliminate the following items from the fee schedule as the service is no longer provided. Fingerprint Fees – First Two Cards Fingerprint Fees – Third or Additional Cards
Methodology	The service has not been provided since March of 2020.
Alternatives	There are no alternatives, as we no longer have the equipment to provide the service.
Fiscal Impact	There have not been fees collected for these services since 2020.

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Fingerprint Fees – First Two Cards	$15.00	Per two cards	$0.00	N/A	Remove Fee - Discontinued
Fingerprint Fees – Third or Additional Cards	$5.00	Per extra card	$0.00	N/A	Remove Fee - Discontinued

Fee Change Proposal – Public Works

Notice of Proposed Increase in Fees – Pursuant to ARS §9-499.15, public notice is hereby given that at a meeting on July 13, 2026, at 5:30 pm, the Avondale City Council will consider a resolution adopting fees related to citywide user fees and charges. The meeting will be held online and may be viewed via the City's live stream webpage at: https://www.avondaleaz.gov/government/public-meetings/live-stream-public-meetings. All proposed fees have a proposed effective date of September 1, 2026.

NEW FEES

Department Name	Public Works
Division Name	Solid Waste
Background	The Public Works Solid Waste Division regularly encounters residents who do not comply with the City's Solid Waste Code. Currently, Solid Waste Inspectors provide education to residents, request residents compliance with City Code, and ask for corrective action, such as bulk trash piles removal when materials are either placed out too early or too late. When residents do not comply with the inspector's request, bulk trash piles may remain on the street until their scheduled week of bulk trash service. Bulk trash piles could potentially be left out for up to three weeks, resulting in unsightly conditions in the community.
Justification	The Public Works Solid Waste Division is seeking to establish code violation fees, to strengthen enforcement of Chapter 11 of the Solid Waste Code residents who fail to comply. Currently, Solid Waste Inspectors only provide education, with no authority to conduct enforcement efforts for repeat or ongoing violations. The proposed fees would apply to residents who remain non-compliant with Chapter 11 of the Solid Waste Code, and only after given notice and an opportunity to correct the violation.
Methodology	The proposed code violation fees are consistent with Chapter 11, Section 21-Penalty of the City's Solid Waste Code. The section states "Unless specified otherwise, any person violating any of the provisions of this code shall be charged a fee or be guilty of a class one misdemeanor…"
Alternatives	The Public Works Solid Waste Division could continue its current practice by only providing education to residents when they are not in compliance with Chapter 11 Solid Waste Code. However, this approach does not adequately address repeat or ongoing violations of Chapter 11 of the Solid Waste Code. Furthermore, the education only approach limits the Public Work's ability to ensure resident compliance of the Solid Waste Code, ultimately lowering appearance across the City.
Fiscal Impact	Unknown but marginal

PROPOSAL:

Fee Name	Current Fee	Current Measurement	Proposed Fee	Proposed Measurement	Notes / Methodology
Solid Waste Code Violation Fee Second Offense	$0.00	N/A	$25.00	Per Occurrence	
Solid Waste Code Violation Fee Third Offense	$0.00	N/A	$75.00 $100.00	Per Occurrence Per Pickup	These fees may not be separated. Both fees will be incurred.
Solid Waste Code Violation Fee Fourth Offense	$0.00	N/A	$200.00 $100.00	Per Occurrence Per Pickup	These fees may not be separated. Both fees will be incurred.

City of Avondale, AZ
FY27 Recommended Fee Changes

Exhibit A

City Clerks

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
DOMESTIC PARTNERSHIP REGISTRATION	PER APPLICATION	$ -	$ 50.00	NEW FEE

Engineering

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Traffic Control Plan - High Volume Arterial ~~Road Closure~~ LANE RESTRICTION	Per Lane/Day For Every 1/2 Mile	$ 140.00	$ 140.00	Name change only
Traffic Control Plan - Residential / Local ~~Road Closure~~ LANE RESTRICTION	Day per 1/2 mi	$ 50.00	$ 50.00	Name change only
Traffic Control Plan - Collector / Industrial ~~Road Closure~~ LANE RESTRICTION	Ln/Day per 1/2 mi	$ 100.00	$ 100.00	Name change only
Concrete - Return Type Driveway (Commercial; EXCLUDING S/W RAMPS)	Square foot plus $50 base fee	$ 0.10	$ 0.10	Name change only
Concrete - ~~6" Vertical Curb & Gutter, Single Curb & Ribbon Curb~~ CURB/GUTTER; 6" VERT, 4" ROLL, SINGLE CURB & RIBBON CURB	Linear foot plus $50 base fee	$ 0.40	$ 0.40	Name change only
Concrete - Bus Bay, DECEL, Right Turn Lane	Square foot plus $50 base fee	$ 0.35	$ 0.35	Name change only
Concrete - Driveway ENTRANCE (Non-Return Type)	Each	$ 95.00	$ 95.00	Name change only
Concrete Structures - SAFETY Handrail (FOR SCUPPERS & STRUCTURES PER LENGTH)	Linear foot	$ 4.94	$ 4.94	Name change only
Concrete Structures - Scuppers (SPILLWAYS NOT INCLUDED)	Each	$ 110.00	$ 110.00	Name change only
Drainage - SINGLE Drywell	Each	$ 300.00	$ 300.00	Name change only
Drainage - Rip Rap (LOOSE)	Cubic yard	$ 5.00	$ 5.00	Name change only
Drainage - RIP RAP Spillway (LOOSE OR GROUTED)	Each	$ 65.00	$ 65.00	Name change only
Drainage - Storm ~~Sewer~~ DRAIN Manholes	Each	$ 85.00	$ 85.00	Name change only
Drainage - Storm ~~Sewer~~ DRAIN Pipe	Linear foot	$ 1.30	$ 1.30	Name change only
Drainage - Underground Storm Water Ret Pipe (BASED ON 120" DIA. PIPE)	Linear foot	$ 5.00	$ 5.00	Name change only
Paving - New ~~Conc.~~ Asphalt CONCRETE Pavement (Full ~~Section in Place~~ DEPTH)	Square yard	$ 0.45	$ 0.45	Name change only
Paving - Utility Adjustments ~~(New & Existing in Street ROW)~~	Each	$ 60.00	$ 60.00	Name change only
Sanitary Sewer - MAG MH Drop Connection	Each	$ 60.00	$ 60.00	Name change only
Sanitary Sewer - POLYMER TYPE Manhole	Each	$ 175.00	$ 175.00	Name change only
Sanitary Sewer - Pipe Encasement ~~-~~ / Sleeving ~~-~~ FOR Extra Protection	Linear Foot	$ 9.00	$ 9.00	Name change only
Sanitary Sewer - Sewer Utility Adjustment (~~On-Site~~ MHS & COS)	Each	$ 55.00	$ 55.00	Name change only
Streetlights - ~~Streetlight (Direct Bury)~~ ROADWAY STYLE LIGHTING	Each	$ 60.00	$ 60.00	Name change only
Streetlights - ~~Streetlight (~~Concrete Pedestal Base~~)~~	Each	$ 90.00	$ 90.00	Name change only
Water - ~~Water~~ AIR RELIEF Valve ~~or~~ (ARV) ~~MH Vault~~ AND ENCLOSURE	Each	$ 150.00	$ 150.00	Name change only
Water - GATE Valve (Main~~line~~S/LateralS, ~~/~~& FH)	Each	$ 40.00	$ 40.00	Name change only
Water - Meter Box; UP TO & INCL 2" SIZE	Each	$ 30.00	$ 30.00	Name change only
Water - Tapping Sleeve (~~SS+HD on Large Diameter Pipe > 6"~~ FITTING ONLY)	Each	$ 225.00	$ 225.00	Name change only
Water - Water ~~Valve~~ Utility Adjustment	Each	$ 60.00	$ 60.00	Name change only
Water - ~~Water Line Connection/Service Tap~~ SERVICE TAP / CONNECTION; UP TO & INCL 2" SIZE	Each	$ 80.00	$ 80.00	Name change only
Water - Water Service Line (1" & 2" SIZE)	Linear foot	$ 1.00	$ 1.00	Name change only
Sewer Verification (~~Existing Sewer Connection And Verification Fee~~ VISUAL VERIFICATION BY VIDEO OF EXISTING SEWER LINE CONDITION BEFORE CONNECTION)	Per Inspection	$ 125.00	$ 125.00	Name change only
Drainage - Dual OR MULTI-Chambered Drywell	Each	$ 500.00	$ 500.00	Name change only
Drainage - Storm Drain Concrete Pipe Collar OR PIPE BEND FITTING	Each	$ 40.00	$ 40.00	Name change only

Engineering (con't)

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Sanitary Sewer - Large DiaM. ~~Pipe~~ TRUNK LINE (>15") TIE-IN Manhole ~~/ Deep MH (>18')~~	Each	$ 155.00	$ 155.00	Name change only
Streetlights - Pedestrian STYLE LightING	Each	$ 80.00	$ 80.00	Name change only
Water - Pipe Encasement ~~Sleeving~~ / SLEEVING FOR Extra Protection	Linear Foot	$ 20.00	$ 20.00	Name change only
Water - Water Main Line (~~Greater than~~ 300 LF AND GREATER)	Linear foot	$ 2.00	$ 2.00	Name change only
Concrete Structures - Catch Basins ~~& Headwalls~~ (X2 FOR DOUBLE) INCL BUBBLE UP	Each	$ 110.00	$ 110.00	Name change & splitting one fee into two
Concrete Structures - ~~Catch Basins &~~ Headwalls (CIP OR BLOCK)	Each	$ 110.00	$ 110.00	Name change & splitting one fee into two
Traffic Control Plan - Nighttime High Volume Arterial ~~And Collector Closure~~ LANE RESTRICTION (7P-6A)	Per Lane/Day For Every ~~1/4~~ 1/2 Mile	$ 75.00	$ 75.00	Name change & unit of measure update
GRADING - SITE Mass Grading ~~(Gross Area) - All~~ Including ~~Civil~~ SWPPP Inspections (>1 ACRE) BASE FEE	Base fee + ~~Acreage~~ SQUARE YARD (fee below)	$ 400.00	$ 400.00	Name change & unit of measure update
~~Mass~~ Grading - SQUARE YARD UNIT FEE (ADD TO BASE FEE)	~~Per Acre~~ SQUARE YARD	$ 190.00	$ 0.04	Name change & unit of measure update
CONCRETE STRUCTURES - SPILLWAY	EACH	$ -	$ 65.00	NEW FEE
DRAINAGE - THERMOFORMED PVC CATCH BASIN (OUTSIDE ROW)	LINEAR FOOT	$ -	$ 65.00	NEW FEE
DRAINAGE - STORM DRAIN FLARED END SECTION	EACH	$ -	$ 40.00	NEW FEE
GRADING - SITE MASS GRADING (< 1 ACRE) BASE FEE	BASE FEE+ SY (FEE BELOW)	$ -	$ 200.00	NEW FEE
SANITARY SEWER - UNLINED STANDARD MANHOLE; OUTSIDE OF ROW, PRIVATE	EACH	$ -	$ 175.00	NEW FEE
UTILITIES - SPLICE / VAULT & J-BOX (FLUSH MOUNT)	EACH	$ -	$ 60.00	NEW FEE
WATER - MAIN OR LATERAL PIPE (STUB) CONNECTION	EACH	$ -	$ 80.00	NEW FEE
WATER - MANHOLE OR VAULT STRUCTURE (LARGE VALVES / LARGE METERS > 2")	EACH	$ -	$ 150.00	NEW FEE
HOURLY PLAN REVIEW	HOURLY (30MIN INCREMENTS)	$ -	$ 225.00	NEW FEE
EVENT TCP PERMIT DESIGNATED FACILITY	EACH	$ -	$ 300.00	NEW FEE
TRAFFIC CONTROL PLAN - NIGHTTIME COLLECTOR LANE RESTRICTION	PER LANE/DAY FOR EVERY 1/2 MILE	$ -	$ 50.00	NEW FEE
TRAFFIC CONTROL PLAN - NIGHTTIME LOCAL ROAD LANE RESTRICTION	PER LANE/DAY FOR EVERY 1/2 MILE	$ -	$ 25.00	NEW FEE

Finance & Budget

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
~~NSF Check Fee~~ NON-SUFFICIENT FUNDS FEE	Each	$ 25.00	$ 25.00	Name change only

Parks, Recreation & Libraries

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Field Reservation – Prime Time (Resident	Per Hour	$ 20.00	$ 20.00 - $ 30.00	New Fee Range; FY27 $20.00 Per Hour
Field Reservation – Prime Time (Non-Resident)	Per Hour	$ 30.00	$ 30.00 - $ 50.00	New Fee Range; FY27 $30.00 Per Hour
Field Reservation – Non-Prime (Resident)	Per Hour	$ 15.00	$ 15.00 - $ 30.00	New Fee Range; FY27 $15.00 Per Hour
Field Reservation – Non-Prime (Non-Resident)	Per Hour	$ 25.00	$ 25.00 - $ 45.00	New Fee Range; FY27 $25.00 Per Hour
Field Allocation Rentals – Category ll Prime-Time	Per Hour	$ 20.00	$ 20.00 - $ 30.00	New Fee Range; FY27 $20.00 Per Hour
Field Allocation Rentals – Category ll Non-Prime-Time	Per Hour	$ 15.00	$ 15.00 - $ 30.00	New Fee Range; FY27 $15.00 Per Hour
Field Allocation Rentals – Category lll Prime-Time	Per Hour	$ 30.00	$ 30.00 - $ 50.00	New Fee Range; FY27 $30.00 Per Hour
Field Allocation Rentals – Category lll Non-Prime-Time	Per Hour	$ 25.00	$ 25.00 - $ 45.00	New Fee Range; FY27 $25.00 Per Hour
Field Allocation Rentals – Category lV -Prime-Time	Per Hour	$ 35.00	$ 35.00 - $ 48.50	New Fee Range; FY27 $35.00 Per Hour
Field Allocation Rentals – Category lV -Non-Prime-Time	Per Hour	$ 30.00	$ 30.00 - $ 50.00	New Fee Range; FY27 $30.00 Per Hour
Sport Court Rentals – Non-Resident	Per Hour	$ 15.00 - $ 30.00	$ 15.00 - $ 40.00	New Fee Range

Parks, Recreation & Libraries (con't)

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Multi-Purpose Field/ Event Lawn Rental (Resident)	Per Hour	$ 15.00 - $ 20.00	$ 15.00 - **$ 30.00**	New Fee Range
Multi-Purpose Field/ Event Lawn Rental (Non-Resident)	Per Hour	$ 25.00 - $ 30.00	$ 25.00 - **$ 45.00**	New Fee Range
Tournament Field Rentals	Per Field/Per 12-Hour rental	$ 325.00 - $ 400.00	$ 325.00 - **$ 450.00**	New Fee Range
Facility Rental (Resident)	Per Hour	$ 10.00 - $ 50.00	$ 10.00 - **$ 75.00**	New Fee Range
Facility Rental (Non-Resident)	Per Hour	$ 15.00 - $ 75.00	$ 15.00 - **$ 100.00**	New Fee Range
Major Event	Per Event – First Day	$ 1,500.00	**$ 750.00**	Fee Decrease
Major Event – Subsequent Day(s)	Per Additional Day of Event	$ 750.00	**$ 375.00**	Fee Decrease
Goodyear Farms Cemetery – Traditional Burial Fee	Per ~~Person~~ **BURIAL**	$ 490.00 - $ 700.00	$ 490.00 - **$ 750.00**	New Fee Range, unit of measure update
Goodyear Farms Cemetery – Cremation Urn Burial Fee	Per ~~Hour~~ **BURIAL**	$ 80.00 - $ 200.00	$ 80.00 - **$ 250.00**	New Fee Range, unit of measure update

Police

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
~~Fingerprint Fees = First Two Cards~~	~~Per Set~~	~~$ 15.00~~	~~$ -~~	Remove Fee
~~Fingerprint Fees = Third or Additional Cards~~	~~Per Set~~	~~$ 5.00~~	~~$ -~~	Remove Fee

Public Works

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
SOLID WASTE CODE VIOLATION FEE SECOND OFFENSE	**PER OCCURRENCE**	**$ -**	**$ 25.00**	**NEW FEE**
SOLID WASTE CODE VIOLATION FEE THIRD OFFENSE	**PER OCCURRENCE**	**$ -**	**$ 75.00**	**NEW CONJOINED FEE**
SOLID WASTE CODE VIOLATION FEE THIRD OFFENSE	**PER PICKUP**	**$ -**	**$ 100.00**	**NEW CONJOINED FEE**
SOLID WASTE CODE VIOLATION FEE FOURTH OFFENSE	**PER OCCURRENCE**	**$ -**	**$ 200.00**	**NEW CONJOINED FEE**
SOLID WASTE CODE VIOLATION FEE FOURTH OFFENSE	**PER PICKUP**	**$ -**	**$ 100.00**	**NEW CONJOINED FEE**