



City of Avondale
City Council Online Meeting
Monday, July 13, 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

Online Meeting

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City Council Online Meeting Notice & Agenda Monday, July 13, 2026

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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.

REGULAR MEETING

5:30 PM

Virtual access to the virtual room will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

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

3. 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. SERIES 7 (BEER AND WINE BAR) LIQUOR LICENSE — ELEMENT NAIL BAR

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 7 (Beer and Wine Bar) Liquor License submitted by Juanita Alicia Esparza for the sale of beer and wine for on-premises consumption at Element Nail Bar located at 10665 West Indian School Road #G in Avondale with one condition of approval as listed in the staff report and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

b. QUARTERLY BUDGET TRANSFER

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

c. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2026-2027 FUNDING RECOMMENDATIONS

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

d. RESOLUTION 1058-0726 - FISCAL YEAR 2027 PROPOSED FEE CHANGES

City Council will consider a request to adopt Resolution 1058-0726, approving the Fiscal Year 2027 proposed fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1059-0726 - AUTHORIZING GRANT ACCEPTANCE FROM AZ DEPARTMENT OF ADMINISTRATION FOR THE FY27 ARIZONA 911 GRANT PROGRAM

City Council will consider a request to: a) adopt Resolution 1059-0726, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$163,000 for Fiscal Year 2027; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1060-0726 - INTERGOVERNMENTAL AGREEMENT (IGA) - MARICOPA COUNTY ANIMAL CARE AND CONTROL

City Council will consider a request to adopt Resolution 1060-0726, accepting an Intergovernmental Agreement (IGA) with Maricopa County Animal Care and Control (MCACC) for the impoundment and sheltering of stray dogs and cats until they can be reunited with their owners or adopted and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. ADJOURNMENT

Council Members 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 oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

ITEM NUMBER: 3.a.

SUBJECT: Series 7 (Beer and Wine Bar) Liquor License — Element Nail Bar

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 7 (Beer and Wine Bar) Liquor License submitted by Juanita Alicia Esparza for the sale of beer and wine for on-premises consumption at Element Nail Bar located at 10665 West Indian School Road #G in Avondale with one condition of approval as listed in the staff report and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Element Nail Bar is an established business in Avondale. As required by the Arizona Department of Liquor Licenses and Control, Series 7 licenses are subject to a 300-foot separation requirement from K–12 schools. Staff has reviewed the surrounding area and determined that there are no schools, churches, or fenced school recreational areas located within 300 feet of the subject property.

DISCUSSION:

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

The Development Services Department originally recommended denial of the application due to a lack of separation from a nearby neighborhood. The Avondale Zoning Ordinance requires all "Wine Bar" uses to have a 300-foot separation from residential. This tenant space is less than 300 feet from homes in Westwind subdivision east and south of it. The Planning Division will support recommended approval of the application if

the liquor license is treated as an accessory/ancillary component to the primary nail salon use and the following condition of approval is incorporated.

- Condition of Approval #1: Alcohol service will remain clearly incidental and subordinate to the primary nail salon use, and that the establishment not operate as a standalone bar use.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Liquor License an application for a Series 7 (Beer and Wine Bar) submitted by Juanita Alicia Esparza for the sale of beer and wine for on-premises consumption at Element Nail Bar located at 10665 West Indian School Road #G in Avondale with the following condition of approval:

- Condition of Approval #1: Alcohol service will remain clearly incidental and subordinate to the primary nail salon use, and that the establishment not operate as a standalone bar use.

Contact person for document distribution: Emily Soria

State of Arizona
Department of Liquor Licenses and Control

Created 06/10/2026 @ 08:40:41 AM

Local Governing Body Report

LICENSE

Number: 007070031521 Type: 007 BEER AND WINE BAR

Name: ELEMENT NAIL BAR AVONDALE

State: Pending

Issue Date: Expiration Date: 02/28/2027

Original Issue Date: 01/17/2025

Location: 10665 W INDIAN SCHOOL ROAD
#G
AVONDALE, AZ 85392
USA

Mailing Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: (623)772-6276

Alt. Phone: (623) [REDACTED]

Email: [REDACTED]@GMAIL.COM

Currently, this license has pending applications.

AGENT

Name: JUANITA ALICIA ESPARZA

Gender: Female

Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: (623) [REDACTED]

Alt. Phone:

Email: [REDACTED]@GMAIL.COM

OWNER

Name: ELEMENT NAIL BAR-AVONDALE LLC

Contact Name: JUANITA ALICIA ESPARZA

Type: LIMITED LIABILITY COMPANY

AZ CC File Number: 1914411 State of Incorporation: AZ

Incorporation Date: 10/30/2018

Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: (623) [REDACTED]

Alt. Phone:

Email: [REDACTED]@GMAIL.COM

60th Day
8-9-2026

Officers / Stockholders

Name:
DUONG DAI HOANG

Title:
Mgr-Member

% Interest:
100.00

ELEMENT NAIL BAR-AVONDALE LLC - Mgr-Member

Name: DUONG DAI HOANG
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA
Phone: (480) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

MANAGERS

Name: DUONG DAI HOANG
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA
Phone: (480) [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

Application Number: 400495
Application Type: Location / Owner Transfer
Created Date: 05/20/2026

QUESTIONS & ANSWERS

007 Beer and Wine Bar

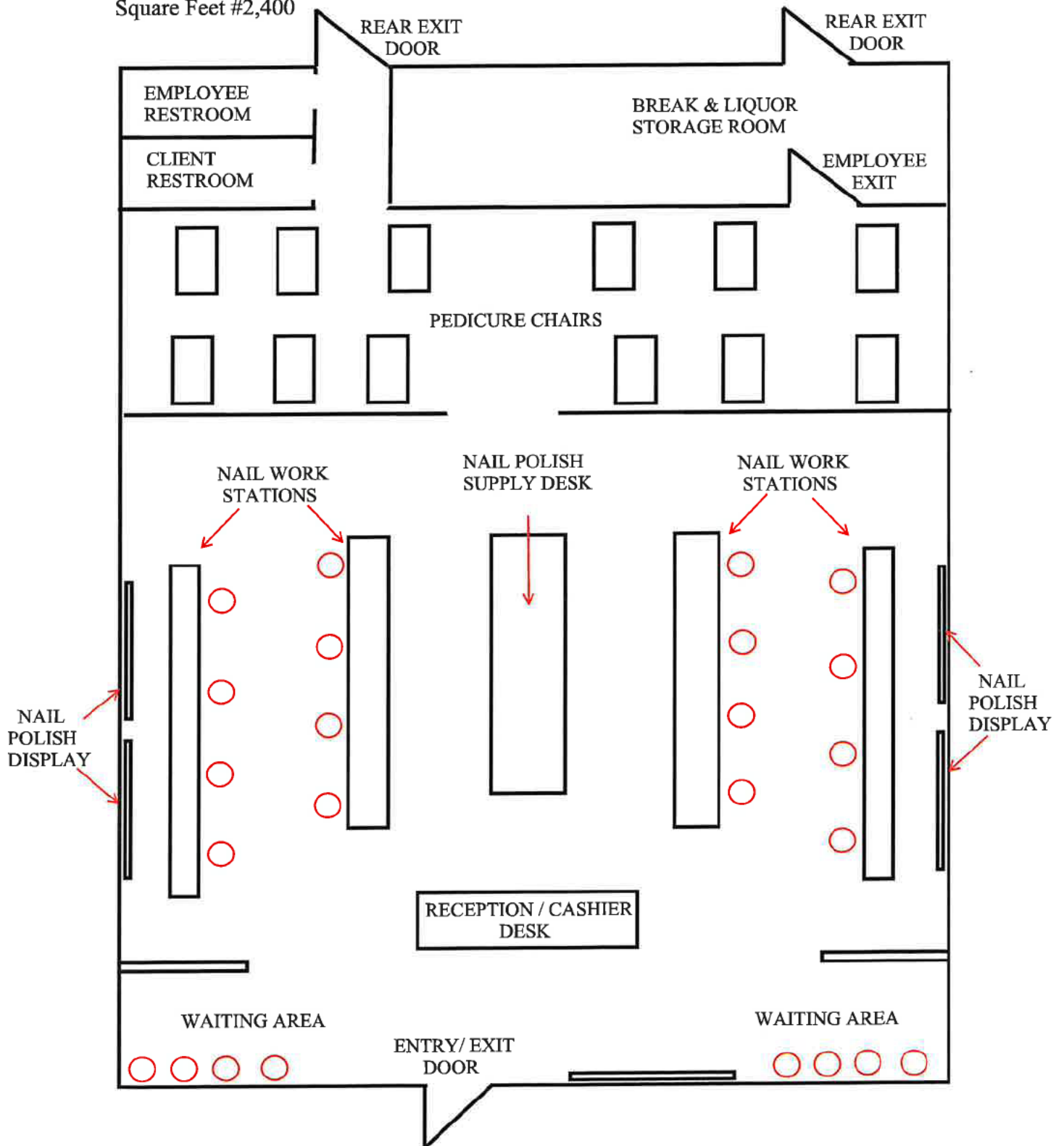
- 1) Are you applying for an Interim Permit (INP)?
No
- 3) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 11) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
WESTVIEW HIGH SCHOOL 10850 W GARDEN LAKES PARKWAY AVONDALE AZ
85392
0.4 MILES OR 2,112 FEET
- 12) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 13) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION WITH LEGAL PROCEEDINGS
- 14) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 15) Is there a drive through window on the premises?
No
- 16) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 17) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 18) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
0

ELEMENT NAIL BAR AVONDALE

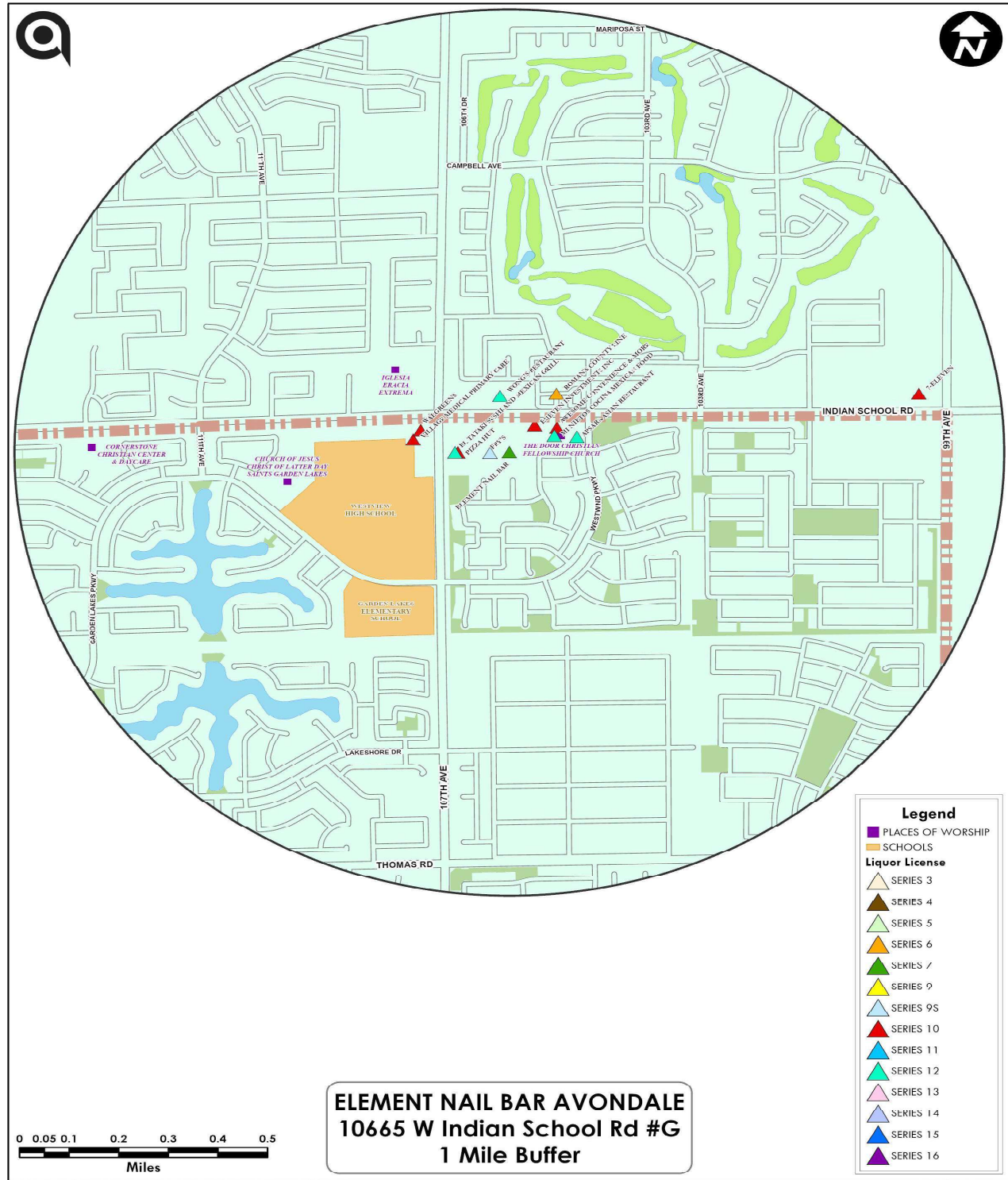
19665 West Indian School Road, Suite "G"

Avondale, AZ 85392

Square Feet #2,400



GIS MAP



LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Juanita Alicia Esparza
Business Name	Element Nail Bar Avondale
Business Address	10665 W Indian School Rd #G Avondale, AZ 85392
Department Comments	
A wine bar is not permitted at this location. Exits and entrances to a wine bar shall not be located within three hundred (300) feet of a residential district or use	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☐ Approved	☒ Denied
<u>Joshua Orton</u> Joshua Orton (Jun 17, 2026 07:58:12 PDT)	Lead Senior Planner
E-Signature	Title
Joshua Orton	Jun 17, 2026
Name	Date

This license is scheduled for the City Council Meeting on: 07/13/2026

Please complete form by: 06/29/2026

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Juanita Alicia Esparza
Business Name	Element Nail Bar Avondale
Business Address	10665 W Indian School Rd #G Avondale, AZ 85392
Department Comments	
Business has an active Business license and Transaction Privilege Tax license through the State of Arizona.	
☐ Police Department ☐ Fire Department	
☐ Development Services ☒ Finance Department	
☒ Approved ☐ Denied	
 Finance & Budget Business License (Jul 2, 2026 10:46:16 PDT) E-Signature	Senior Revenue Analyst Title
Elizabeth Villegas Name	07/02/2026 Date

This license is scheduled for the City Council Meeting on: 07/13/2026

Please complete form by: 07/02/2026

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Juanita Alicia Esparza
Business Name	Element Nail Bar Avondale
Business Address	10665 W Indian School Rd #G Avondale, AZ 85392
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L. Scott Miller</u> L. Scott Miller (Jul 2, 2026 11:15:16 PDT) E-Signature	Fire Marshal _____ Title
<u>L. Scott Miller</u> Name	<u>07/02/2026</u> Date

This license is scheduled for the City Council Meeting on: 07/13/2026

Please complete form by: 07/02/2026

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Juanita Alicia Esparza
Business Name	Element Nail Bar Avondale
Business Address	10665 W Indian School Rd #G Avondale, AZ 85392
Department Comments	
Applicants were reviewed. No concerns with applicants themselves.	
☒ Police Department☐ Fire Department ☐ Development Services☐ Finance Department	
☒ Approved☐ Denied	
<u>Varney Lopez</u> Varney Lopez (Jun 24, 2026 16:40:22 PDT) E-Signature Varney Lopez Name	Lieutenant Title Jun 24, 2026 Date

This license is scheduled for the City Council Meeting on: 07/13/2026

Please complete form by: 06/29/2026

ITEM NUMBER: 3.b.

SUBJECT: Quarterly Budget Transfer

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance and Budget

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

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

BACKGROUND:

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

DISCUSSION:

FY2026 Operating Budget Adjustment

a. City Attorney Legal Fees — The City Attorney's department needs up to \$50,000 in additional budget for Legal Fees in FY2026. Staff recommends authorization to transfer up to \$50,000 based on actual expenses.

b. Bond Arbitrage Payment — Bond Arbitrage is calculated five years after a bond sale and is owed to the IRS if interest is earned on the bond proceeds in excess of the borrowing rate and the proceeds were not spent within exception timelines. For the General Obligation Bond, Series 2021 Issuance the City owed an arbitrage payment of \$71,195.66. Staff is requesting a transfer of \$71,200 from general fund contingency to non-departmental to cover the expense of the arbitrage payment.

c. Fire Personnel Increase — Staff is requesting a transfer of \$900,000 from the general fund contingency to Fire Personnel Services to offset the cost of salaries, employee related expenditures, and a previous reduction to the Public Safety Retirement System appropriations due to an adjustment made toward the unfunded liability in FY2026.

FY2026 Capital Budget Adjustment

a. Festival Fields Disc Golf and Trailhead (P0335) — The permits for the Festival Fields Disc Golf and Trailhead (P0335) were completed earlier than anticipated resulting in the project going over budget in FY2026. Staff is requesting \$28,000 in appropriations be moved up from FY2027 to FY2026 to cover the expenses. There will be no change to the total project budget.

b. Old Town Avondale Phase V Improvement (T0203) — The Old Town Avondale Phase V Improvement project (T0203) needs an adjustment to the funds in the project. More Water Funds and less Dedicates Sales Tax Funds are needed on the project to cover project expenses appropriately. Staff is requesting the Dedicated Sales Tax on the project be reduced, and the Water Funds be increased by \$1,236,000. The total project budget will not be impacted.

FY2027 Operating Budget Adjustment

a. Tourism Fund Increase — The Arizona Office of Tourism has a planned allocation of \$128,537.37 for the upcoming FY2027 for Prop 302 funds. Prop 302 funding is reimbursed on a monthly basis. The current approved tourism budget for FY2027 is \$120,000 requiring an additional \$8,600 in order to meet the allotment awarded to Avondale in FY2027. Staff is requesting a transfer of \$8,600 in order to use the full Prop 302 allotment.

b. City Attorney Professional Development Increase — At the July 6th, City Council meeting, Council approved a new agreement with the City Attorney which included \$10,000 in Professional Development that was not previously budgeted for. Staff recommends authorization to transfer \$10,000 to the City Attorney's budget for Professional Development.

FY2027 Capital Improvement Project Adjustments

a. Old Town Plaza (P0386) — The Old Town Plaza project (P0386) needs an additional \$70,000 in budget to complete the project due to scope changes, including decorative fencing, interpretive panels, additional signage, landscape lighting, etc. Staff is requesting a budget transfer and award authority increase of \$70,000 for the Old Town Plaza project (P0386). The Dessie Lorenz Park Improvement project (P0389) has realized project savings to cover this transfer request.

b. New BLVD Parking Lot (B0515) — The New BLVD Parking lot project (B0515) has increased in scope to include the purchase and remediation of the land in addition to the parking lot on part of the lot. Staff is requesting a budget transfer of \$400,000 from the Economic Development Department's operating budget to the project; an award authority increase of \$400,000; and a project name change to BLVD Land Purchase and Partial Parking Lot (B0515). The Economic Development Department carried \$400,000 from FY2026 into FY2027 to go towards remediating the lot. Details are still being finalized on the final parking lot scope. Staff will return to Council for additional appropriations if needed.

c. Softball Field Enhancements at Friendship Park (P0335) — The Softball Field Enhancements at Friendship Park project (P0335) needs an additional \$550,000 to complete the project. Cost came in higher than originally anticipated and the project scope expanded to included lighting pole placement, expanding the length of the field to accommodate 14u leagues, and additional site grading, hardscape, electrical, landscaping and irrigation. Staff is requesting a budget transfer and award authority increase of \$550,000 to the Softball Field Enhancements at Friendship Park project (P0335), and authority to swap the general capital funds on the project with general obligation bond funding.

d. New Barrier Project — A need has arisen for a new project to install concrete median barriers along El Mirage Road north of Indian Springs Road and along Indian Springs Road east of El Mirage. Staff is requesting the creation of the Gila River Barriers Project (S0557), a budget transfer of \$151,000, and an award authority of \$201,000 for the project.

e. Lower Buckeye Road Widening: Litchfield Road to 107th Avenue (T0376) — The first invoice from the Arizona Department of Transportation (ADOT) for the Lower Buckeye Road Widening: Litchfield Road to 107th Avenue project (T0376) is \$2,472,000. The project currently has \$1,183,000 budgeted in FY2027 for the project, however there is sufficient budget programed in FY2028 to cover the invoice. Staff is requesting \$1,289,000 in appropriations be moved up from FY2028 to FY2027 and a \$1,289,000 increase to the award authority. This will not change the total project budget.

BUDGET IMPACT:

FY2026 Operating Budget Adjustment

a. This request will reduce the FY2026 general fund contingency and increase the FY2026 City Attorney's budget by an amount up to \$50,000.

b. This request will reduce the FY2026 general fund contingency and increase the FY2026 non-departmental budget by \$71,200.

c. This request will reduce the FY2026 general fund contingency and increase the FY2026 Fire and Medical department's budget by \$900,000.

FY2026 Capital Improvement Project Adjustments

a. This request will move up appropriations from FY2027 to FY2026. There is not impact to total project budget.

b. This request will swap Water Funds and Dedicated Sales Tax funds in the project. No change to total project budget.

FY2027 Operating Budget Adjustment

a. This request will reduce unanticipated revenues and increase the Tourism fund budget by \$8,600.

b. This request will reduce the general fund contingency and increase the City Attorney's budget by \$10,000.

FY2027 Capital Improvement Project Adjustments

a. This request will reduce the total project budget for the Dessie Lorenz Park Improvement project (P0389) by \$70,000, and increase the Old Town Plaza project (P0386) total project budget and project award authority by \$70,000.

b. The Economic Development Department carried \$400,000 from FY2026 into FY2027 to go towards remediating the lot. This request will reduce the Economic Development Department's budget by \$400,000, and increase the BLVD Land Purchase and Partial Parking Lot project (B0515) total project budget and project award authority by \$400,000.

c. This request will increase the total project budget and award authority on the Softball Field Enhancements at Friendship Park project (P0334) by \$550,000; reduce the general obligation bond fund by \$960,000; and increase the general fund contingency by \$410,000.

d. This request will create a new Gila River Barriers Project (S0557) with a total project budget of \$151,000 and an award authority of \$201,000, and decrease the general fund contingency by \$151,000.

e. This request will move up appropriations from FY2028 to FY2027. There is no impact to total project budget.

RECOMMENDATION:

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

Contact person for document distribution:

Exhibit A: Quarterly Budget Transfer Schedule - July 13, 2026

FY2026

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	10190000-99000	General Fund Contingency	10112000-60050	City Attorney	50,000	Additional budget up to \$50,000 for FY2026 Legal Fees
(b)	10190000-99000	General Fund Contingency	10190000-69910	Non-Departmental	71,200	
(c.1)	10190000-99000	General Fund Contingency	10134000-5* (various)	Fire & Medical	900,000	

FY2026

Capital Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	28090000-69000	Unanticipated Revenue	11055900-80000-P0335	Festival Fields Disc Golf and Trailhead (P0335)	28,000	Moving appropriations up from FY27 to FY26. No change to total project budget.
(b.1)	20340901-86000-T0203	Old Town Phase V Improvements (T0203) - Dedicated Sales Tax	28090000-69000	Unanticipated Revenue	1,236,000	No change to total project budget
(b.2)	28090000-69000	Unanticipated Revenue	51140901-86000-T0203	Old Town Phase V Improvements (T0203) - Water	1,236,000	No change to total project budget

FY2027

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	28090000-69000 and 28090000-48600	Unanticipated Revenue	22745001-42090 and 22745001-61900	Tourism - Marketing	8,600	Prop 302 Funding
(b)	10190000-99000	General Fund Contingency	10112000-65000	City Attorney	10,000	Professional Development for the City Attorney's Contract Renewal in FY2027

FY2027

Capital Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	11055900-83000-P0389	Dessie Lorenz Park Improvements (P0389)	11055900-83000-P0386	Old Town Plaza (Formerly Dysart & Western Ave Pocket Park)	70,000	
(b)	1024500-61800	Economic Development - Other Professional Services	11045900-81000-B0515	BLVD Land Purchase and Partial Parking Lot (B0515)	400,000	
(c.1)	11055900-86000-P0334	Softball Field Enhancements at Friendship Park (P0334)	10190000-99000	General Fund Contingency	410,000	
(c.2)	28090000-69000	Unanticipated Revenue	33355900-86000-P0334	Softball Field Enhancements at Friendship Park (P0334)	960,000	
(d)	10190000-99000	General Fund Contingency	11030900-86000-S0497	Gila River Barriers Project (S0557)	151,000	
(e)	28090000-69000	Unanticipated Revenue	20340901-83000-T0376	Lower Buckeye Road Widening: Litchfield Road to 107th Avenue (formerly Lower Buckeye Corridor Study) (T0376)	1,289,000	Moving appropriations up from FY28 to FY27. No change to total project budget.

ITEM NUMBER: 3.c.

SUBJECT: Contributions Assistance Program Fiscal Year 2026-2027 Funding Recommendations

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Christopher 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 Areas:

- Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region and each other.
- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

The approval of this agenda item provides expansion of human services programs and resources geared towards improving the health and welfare of Avondale residents.

PURPOSE:

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The Contributions Assistance Program was established by the City Council to provide a supplemental funding source for organizations providing services to the residents of the City of Avondale. The adopted budget for fiscal year 2026-2027 allocates \$200,000 for the Contributions Assistance Program. The City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2026-2027 includes Vice Mayor Nielson, and Councilmembers Conde and Garcia. This program continues to be in demand by organizations serving Avondale residents. For fiscal year 2026-2027, applications were received from 59 non-profit agencies requesting a total amount of \$805,439.

DISCUSSION:

The Subcommittee reviewed applications on June 11, 2026 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents.
- Priority will be given to services and initiatives that support and address City Council's goals.
- Services provided at the Arizona Complete Health Avondale Resource Center will be given priority.
- Priority will be given to special projects. However, requests for operating support for direct and measurable services will be considered.
- Organizations that received funding will participate in quarterly reporting and demonstrate satisfactory progress towards stated goals and objectives.
- Current, timely and accurate reports from current recipients.
- Ability to generate revenue from other sources.
- All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization with adequate funding to effectively complete the project as proposed.

The Subcommittee has made the following funding recommendations:

1. A Mighty Change of Heart - \$2,500
2. A New Leaf - \$8,000
3. Agua Fria Food and Clothing Bank - \$15,000
4. Angels on Patrol - \$2,500
5. Avondale Fire Charities - \$2,500
6. AZ Community Impact - \$10,000
7. Big Brothers Big Sisters of Central Arizona, \$5,000
8. Boys & Girls Clubs of the Valley - \$10,000
9. Bridges Reentry, Inc. - \$6,500
10. Diana Gregory Outreach Services - \$7,000
11. Dress for Success Phoenix - \$5,000
12. Encircle Families - \$8,000
13. Friends of the Southwest Family Advocacy Center - \$2,500
14. Gervonni Cares Inc - \$15,000
15. Harvest Compassion Center - \$1,000
16. Helping Children Succeed in School Foundation - \$2,500
17. Helping Families in Need - \$15,000
18. Homeless Youth Connection - \$3,000
19. Jobs for Arizona's Graduates - \$5,000
20. Mercy House Community Center - \$10,000
21. Mission of Mercy - \$5,000
22. New Life Center - \$5,000
23. Passion to PowHer - \$2,500
24. Read Better Be Better - \$5,000
25. Sojourner Center - \$5,000
26. Sounds of Autism - \$2,500
27. Southwest Lending Closet - \$10,000
28. Southwest Valley IHELP - \$10,000
29. St. Mary's Food Bank - \$6,000
30. Teach For America - Phoenix - \$2,500
31. Top Dawg Wrestling Club - \$5,000
32. Westside Recreational Program - \$3,000
33. WHAM Art Association - \$2,500

BUDGET IMPACT:

Funding of \$200,000 for the Contributions Assistance Program is included in the FY2027 proposed budget.

RECOMMENDATION:

Staff recommends that the City Council approve the funding recommendations made by the City Council Subcommittee for the distribution of the \$200,000 Contributions Assistance Program Fund for fiscal year 2026-2027 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

*Contact person for document distribution: Edith Baltierrez
Mayra Garibo-Davila*

ITEM NUMBER: 3.d.

SUBJECT: Resolution 1058-0726 - Fiscal Year 2027 Proposed Fee Changes

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Renee Weatherless, Finance & 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 consider a request to adopt Resolution 1058-0726, approving the Fiscal Year 2027 proposed fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

State statute (A.R.S. §9-499.15) authorizes municipalities to establish and adjust fees to recover its costs of providing services. The recommended user fee updates are based on staff's comprehensive review of the City's current fee structure and the costs associated with providing services. The recommendations are designed to improve the clarity of the fee schedule and enhance consistency with current operational practices.

The City completed the required public notice, reporting and disclosure process before City Council consideration as follows:

- On May 4, 2026, the City posted on the home page of its website a public notice of the proposed fee updates, along with the recommended fee proposal report and schedule.
- On June 25, 2026, the City distributed the required Notice of Intent through its official social media platform. The notice informed the public of the date, time, and location of the City Council meeting at which the proposed fee updates would be considered and directed interested parties to the City's website, where the proposed updates and supporting report were available for review.
- On July 6, 2026, City staff presented the proposed updates to the citywide user fee schedule for Fiscal

Year 2026-2027 to City Council.

DISCUSSION:

Recommended fee changes include: restructuring and name updates to make fees more understandable, establishing and updating certain fee ranges to better align with costs, reducing fees based on customer feedback, removing fees that are no longer used or applicable, and creating new fees for certain registrations, permitting activities, and code violations.

Public notice has been provided in accordance with state law, and opportunities for public input were made available prior to this action. Council recommendations and community feedback have been considered and incorporated, where appropriate, into the recommended fee change schedule.

The proposed effective date for the updated citywide fee schedule is September 1, 2026.

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 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:

Staff recommends the Mayor and Council adopt a resolution adopting the summary of proposed user fee changes. All fees and charges for services included in the current fee schedule previously adopted and not amended, increased or decreased by this Resolution shall remain in effect.

Contact person for document distribution: Stephanie Badsgard

RESOLUTION NO. 1058-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE SCHEDULE OF FEES AND CHARGES FOR VARIOUS CITY SERVICES.

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

SECTION 1. The amendments to the City of Avondale schedules and charges for services, true and correct copies of which are attached as Exhibit A to the Proposed User Fee Changes for FY2027, attached hereto at Exhibit 1, and incorporated herein by reference, are approved hereby and adopted to be effective September 1, 2026. Deletions are shown as strikeouts: ~~Abe~~. Additions to the text are shown in bold: **Abc**.

SECTION 2. All fees and charges for services provided by the City previously approved and adopted are not amended or increased by this Resolution and remain in effect.

SECTION 3. The Mayor, the 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 13, 2026.

Mike Pineda, Mayor

ATTEST

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM

Nicholle Harris, City Attorney

EXHIBIT 1
TO
RESOLUTION NO. 1058-0726

[Proposed User Fee Changes for FY2027]

See following pages.

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.



Additional Information

For questions, please contact Avondale Finance and Budget Department at (623) 333-2000.

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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 Volume 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 II Prime-Time	\$ 20.00	Per Hour	\$ 20.00 – \$ 30.00	Per Hour	New Fee Range; FY27 \$20.00 per hour
Field Allocation Rentals – Category II 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 III Prime-Time	\$ 30.00	Per Hour	\$ 30.00 – \$ 50.00	Per Hour	New Fee Range; FY27 \$30.00 per hour
Field Allocation Rentals – Category III 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 IV -Prime-Time	\$ 35.00	Per hour	\$ 35.00 – \$ 45.00	Per Hour	New Fee Range; FY27 \$35.00 per hour
Field Allocation Rentals – Category IV -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 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/Lateral S & 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 Dia M. Pipe TRUNK LINE (>15") TIE-IN Manhole /Deep MH (>18')	Each	\$ 155.00	\$ 155.00	Name change only
Streetlights - Pedestrian STYLE Light ING	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) -Alt- 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 II Prime-Time	Per Hour	\$ 20.00	\$ 20.00 - \$ 30.00	New Fee Range; FY27 \$20.00 Per Hour
Field Allocation Rentals – Category II Non-Prime-Time	Per Hour	\$ 15.00	\$ 15.00 - \$ 30.00	New Fee Range; FY27 \$15.00 Per Hour
Field Allocation Rentals – Category III Prime-Time	Per Hour	\$ 30.00	\$ 30.00 - \$ 50.00	New Fee Range; FY27 \$30.00 Per Hour
Field Allocation Rentals – Category III Non-Prime-Time	Per Hour	\$ 25.00	\$ 25.00 - \$ 45.00	New Fee Range; FY27 \$25.00 Per Hour
Field Allocation Rentals – Category IV -Prime-Time	Per Hour	\$ 35.00	\$ 35.00 - \$ 48.50	New Fee Range; FY27 \$35.00 Per Hour
Field Allocation Rentals – Category IV -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

ITEM NUMBER: 3.e.

SUBJECT: Resolution 1059-0726 - Authorizing Grant Acceptance from AZ Department of Administration for the FY27 Arizona 911 Grant Program

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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

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

STRATEGIC PLAN:

Community Wellbeing & Innovative and Effective Government

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1059-0726, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$163,000 for Fiscal Year 2027; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Department of Administration, through the Arizona 9-1-1 Program, administers the emergency telecommunication services revolving fund under A.R.S. § 41-704 in conjunction with A.R.S. §§ 11-951, 11-952, and 41-101.01. This program provides annual funding assistance to Public Safety Answering Points statewide to support the implementation and operation of 911 emergency telecommunication systems.

The City of Avondale, through the Avondale Police Department, has historically participated in this program and receives annual funding assistance for its NG911 (Next Generation 911) call handling system. Because state appropriations and program terms are set annually, ADOA requires a new funding agreement to be executed each fiscal year. This agreement covers State Fiscal Year 2027 (July 1, 2026 through June 30, 2027).

DISCUSSION:

The Arizona Department of Administration has approved \$163,000 in state funding assistance to the City for SFY27, fully allocated to NG911 Call Handling Services, with no other cost categories approved. This is a reimbursement-based agreement; the City must incur and pay eligible costs first, then submit financial reports to the Arizona Department of Administration for reimbursement. There is no local match requirement under this agreement.

BUDGET IMPACT:

Staff requests authorization to make the necessary budget transfers to adjust the FY2027 budget for the increase in the grant award and spending authority and reduce General Fund appropriations for the difference.

RECOMMENDATION:

Staff recommends that City Council: a) adopt Resolution 1059-0726, accepting grant funding from the Arizona Department of Administration for the FY27 Arizona 9-1-1 Program in an amount not to exceed \$163,000; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Irma Gonzales, Veronica Martinez, Tori Osmundson, Angela Destin, Daniel Vazquez

RESOLUTION NO. 1059-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN ARIZONA 9-1-1 PROGRAM GRANT FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE DISTRIBUTION OF FUNDING FOR THE OPERATION OF THE CITY'S EMERGENCY TELECOMMUNICATIONS SERVICE SYSTEM.

WHEREAS, the State of Arizona Department of Administration ("ADOA") established the Arizona 9-1-1 Program Grant program (the "Program") pursuant to ARIZ. REV. STAT. § 41-704; and

WHEREAS, through the Program, ADOA administers funds to political subdivisions from the State's emergency telecommunications services revolving fund to maintain emergency telecommunications services; and

WHEREAS, ADOA has awarded the City of Avondale (the "City") a Program grant in the amount of \$163,000.00 for the operation of the City's emergency telecommunications service systems (the "Grant"); and

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

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$163,000.00 and (ii) the execution of the Program Grant Agreement with ADOA relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 13, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1059-0726

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF ADMINISTRATION

ARIZONA 9-1-1 PROGRAM

FUNDING ASSISTANCE AGREEMENT

Agreement Identification: ADOA-AZ911-27-18

Funding Type: State 9-1-1 Program Funding Assistance Agreement

Effective Date: 7/1/2026

Expiration Date: 6/30/2027

This Funding Assistance Agreement ("Agreement") is entered into by and between the State of Arizona, acting through the Arizona Department of Administration (ADOA), Arizona 9-1-1 Program ("ADOA" or "State"), and the City of Avondale ("Recipient").

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Funding Assistance Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, to perform activities related to the implementation and operation of their respective 911 emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM OF AGREEMENT

4. Limited to one (1) State fiscal year beginning July 1, 2026, and ending on June 30, 2027. A new agreement must be executed each fiscal year. Funding is subject to legislative appropriation and availability.

SCOPE OF SERVICES / ELIGIBLE USES OF FUNDS

5. Eligible funding assistance reimbursement costs must be specific to the state NG911 system call handling service. No additional cost reimbursement requests are eligible and will not be considered.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Recipient:

- 6.1. The funding assistance Recipient agrees that the state-provided funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines, and special conditions.
- 6.2. ADOA supports the use of these funds in accordance with ARS § 41-704 for NG911 call-handling equipment services, only for operations and maintenance.
- 6.3. If uncertain about eligibility, the Recipient must contact the State 9-1-1 Office in advance. Email approval constitutes written authorization.
- 6.4. All goods and services must be received or have reasonable expectations thereof and placed in service by the expiration date of this award.
- 6.5. Recipient agrees to submit financial reports to ADOA in a format provided by ADOA, documenting the activities supported by the provided funds.
- 6.6. Recipient understands that financial reports are required to account for expenditures for reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.7. Recipient agrees to pay service providers in a timely manner. Late fees on invoices will not be reimbursed by ADOA.
- 6.8. The final request for reimbursement of provided funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 6.9. All goods and services must be received or have reasonable expectations thereof and placed in service by the Recipient by the expiration of this award.
- 6.10. Recipient agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.11. Recipient agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests.
- 6.12. Recipient understands that state-provided funds may not be released until Recipient is compliant with all requirements of the funding assistance agreement.

6.13. Recipient shall submit required GIS and financial reports according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:	Due Date:		
GIS Data Submissions	Quarter 1 September 30, 2026		
	Quarter 2 December 31, 2026		
	Quarter 3 March 31st, 2027		
	Quarter 4 June 30th, 2027		
FINANCIAL REPORTS			
Report Period: July 1 – July 31 August 1 – August 31 September 1 – September 30 October 1 – October 31 November 1 – November 30 December 1 – December 31	Due Date: September 4 October 5 November 5 December 4 January 5 February 5	Report Period: January 1 – January 31 February 1 – February 29 March 1 – March 31 April 1 – April 30 May 1 – May 31 June 1 – June 30	Due Date: March 5 April 5 May 5 June 4 July 5 Aug 5

7. Responsibilities of the State:

- 7.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed \$163,000.00 in state funds.
- 7.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.
- 7.3. State-approved funding assistance line items:

APPROVED LINE ITEM PROGRAM BUDGET	
NG911 Call Handling Services	\$163,000.00
Other Costs	\$0.00
Total	\$163,000.00

UNIFORM TERMS AND CONDITIONS

8. Funding Assistance Administration and Operation
 - 8.1. Records. Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain any and all Data and other “records” relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the Recipient shall produce a legible copy of any or all such records.
 - 8.2. Non-Discrimination. The Recipient shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.
 - 8.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the Recipient’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
 - 8.4. Advertising, Publishing, and Promotion of Funding Agreement. The Recipient shall not use, advertise, or promote information for commercial benefit concerning this funding agreement award without the prior written approval of ADOA.
9. Federal Immigration and Nationality Act. The Recipient shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term. The State shall retain the right to conduct random audits of recipients' records or to inspect the papers of any employee to ensure compliance. Should the State determine that the Recipient be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the funding assistance for default, and suspension.
10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
11. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:
 - 11.1.1. Accept a decrease in the funding assistance offered to the Recipient;
 - 11.1.2. Cancel the funding assistance, or
 - 11.1.3. Cancel the funding assistance and resolicit the requirements.
12. Personnel. Recipient warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the funding assistance requirements. Recipient further warrants that its key personnel will maintain all certifications relevant to their work, and Recipient shall provide individual evidence of certification to the State’s authorized representatives upon request.

13. False Statements. Recipient represents and warrants that all statements and information Recipient prepared and submitted in response to the Solicitation or as part of the Recipient documents are current, complete, true, and accurate. If ADOA determines that the Recipient submitted an application with a false statement or made material misrepresentations during the performance of the funding assistance, ADOA may determine that the Recipient has materially breached the agreement and may void the submitted application and any resulting agreement. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
17. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
18. Any change, modification, or extension of this Agreement must be submitted and approved by ADOA.
19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties further agree to cooperate in all reasonable and necessary ways to comply with applicable statutes, including, as needed, amending this Agreement and making any refunds or payments required to bring the Parties into full compliance with applicable law.
22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Recipient expressly state that this Agreement does not create any third-party rights of enforcement.

23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party, and any purported assignment or delegation in violation of this provision shall be void.
26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
27. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
28. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the funding agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this funding agreement..
29. The Recipient must notify ADOA, State 911 Program, within 10 business days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA, State 911 Program assumes responsibility for the duties under this agreement.
30. Recipient must enroll in automatic clearinghouse payments through an ADOA, State 911 Program-designated online process.
31. Recipient agrees to allow ADOA, State 911 Program to deploy a data analytics tool for use by PSAPs and the State 911 Program.
32. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the RECIPIENT:

City of Avondale (Avondale Police Department)
11485 W Civic Center Dr
Avondale, AZ 85323
Attention: Angela Destin

SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed the Funding Assistance Agreement.

RECIPIENT: _____

Title: _____

Date: _____

ADOA, STATE 911 PROGRAM: _____

Title: _____

Date: _____

ITEM NUMBER: 3.f.

SUBJECT: Resolution 1060-0726 - Intergovernmental Agreement (IGA) - Maricopa County Animal Care and Control

MEETING DATE: 7/13/2026

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

STRATEGIC PLAN:

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

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

An Intergovernmental Agreement (IGA) with Maricopa County Animal Care and Control for the impoundment and sheltering of stray dogs and cats will help ensure these animals are safely cared for while reducing potential risks to public safety and the community.

PURPOSE:

City Council will consider a request to adopt Resolution 1060-0726, accepting an Intergovernmental Agreement (IGA) with Maricopa County Animal Care and Control (MCACC) for the impoundment and sheltering of stray dogs and cats until they can be reunited with their owners or adopted and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since 2007, the Avondale Police Department's Animal Control Unit has utilized Maricopa County Animal Care and Control (MCACC) to impound and shelter stray dogs and cats without a formal agreement. During this time, MCACC has provided these services at no cost to the City. At MCACC's request, the City is now seeking approval of a formal Intergovernmental Agreement (IGA) that establishes the terms of the partnership and provides compensation for animal impoundment and sheltering services.

DISCUSSION:

The agreement authorizes the Avondale Police Department to impound and shelter stray animals recovered within the City of Avondale. It ensures these animals are legally housed and receive humane care, including veterinary services when needed, while reflecting the City's commitment to animal welfare and the safety and well-being of the community.

BUDGET IMPACT:

Fees will be invoiced to the Avondale Police Department on a quarterly basis and will be based on the number of animals impounded and sheltered during each quarter. Currently, MCACC charges \$61 per day, and the length of stay varies depending on the reason for impoundment (e.g., at large, hold notify, or bite hold).

Based on a review of FY26 first and second quarter data, MCACC estimates that approximately 937 animal shelter days will be required in FY2027, resulting in an estimated annual sheltering cost of \$57,155.

After sheltering charges are calculated, MCACC will apply a credit based on licensing revenue collected from the jurisdiction and the average length of stay per animal. MCACC estimates this credit will total approximately \$11,598 annually, reducing the net annual cost to \$45,557.

Staff requests authority to transfer \$50,000 from the General Fund contingency to cover the estimated annual cost for this IGA.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 1060-0726, accepting the Intergovernmental Agreement between the City of Avondale and the Maricopa County Animal Control, authorize necessary budget transfer, 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: Jenny Chavez, Memo Espinoza

RESOLUTION NO. 1060-0726

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR USE OF MARICOPA COUNTY ANIMAL CONTROL FACILITIES AND SHELTERING SERVICES.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, on behalf of the Maricopa County Animal Care & Control Department (collectively referred to as “County”), relating to the County’s provision, and the City’s use, of County Animal Control Facilities (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 13, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1060-0726

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

MARICOPA COUNTY ANIMAL CONTROL FACILITIES USE AGREEMENT FOR SHELTERING SERVICES

BETWEEN

MARICOPA COUNTY

[Administered by its Animal Care & Control Department]

and

THE CITY OF AVONDALE

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as “County”), and The City of Avondale (“City”), a municipal corporation of the State of Arizona. The County and City are collectively referred to as “Parties” and individually as “Party.”

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the City’s use, of County Animal Control Facilities.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and City, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorizes the Board of Supervisors to contract with the City to enforce the provisions of any City ordinance enacted for the control of dogs if the provisions are not specific to breed.

- 2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining Domestic Animals at Animal Control Facilities.
- 3.0 TERM:** This Agreement is effective on 07/01/2026 (“Effective Date”) and terminates on 06/30/2027 (collectively, “Term”).
- 4.0 AMENDMENTS:** Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, including a new effective date.
- 5.0 RENEWAL:** The Parties may renew this Agreement as many times as is desirable, but each extension may not exceed the duration of the Term (“Renewal”).
- 6.0 DEFINITIONS**
- 6.1 The Definitions at A.R.S. § 11-1001 and the Avondale City Code § Chapter 3, Article III – Animal Control § 3-41 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and City definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.
- 6.2 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.
- 6.3 **Animal:** Refers to dogs and cats
- 6.4 **Animal At-Large:** As defined by Maricopa County Ordinance No.13 Rabies/Animal Control.
- 6.5 **Animal Control Laws:** As set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by City of Avondale contracted with County to provide Animal Control Services.
- 6.6 **Animal Control Facilities:** Refers to the County Animal Pounds established pursuant to A.R.S. § 11-1013.
- 6.7 **Animal Control Services:** Services provided by County that have been contracted and approved by the City of Avondale and the County.
- 6.8 **Bite Animal At-Large:** An Animal that has bitten a human.
- 6.9 **Municipal Vicious Petition:** Any vicious petition filed by the City and impounded at the County.
- 6.10 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.

- 6.11 **Eligible Animals:** The County will accept the following Animals from the City's Animal Enforcement Agent and its residents for Impound and/or quarantine in County Animal Control Facilities that have the capacity to receive Eligible Animals ("Eligible Animals"):
- 6.11.1 Bite Cats: unvaccinated cats that have bitten a person;
 - 6.11.2 Bite Dogs: unvaccinated dogs that have bitten a person;
 - 6.11.3 Stray Dogs;
 - 6.11.4 At Large Dogs;
 - 6.11.5 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services ("DHS") provided the City of Avondale supplies the necessary paperwork.
 - 6.11.6 Owner surrender bite dogs for euthanasia only according to the County's approved fee schedule.
 - 6.11.7 Any Animals not listed above, with prior written approval by the County.
- 6.12 **Ineligible Animals:** The County will not accept the following Animals from the City for Impound and/or quarantine in County Animal Shelters ("Ineligible Animals"):
- 6.12.1 Any Animal required to be impounded pursuant to a police investigation, arrest, or warrant;
 - 6.12.2 Any Animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
 - 6.12.3 Sick or injured Animals;
 - 6.12.4 Animals impounded after a traffic accident;
 - 6.12.5 Animals other than dogs or cats for bite quarantine;
 - 6.12.6 Any species other than a dog or cat;
 - 6.12.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
 - 6.12.8 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
 - 6.12.9 Dogs ordered into custody pursuant to a court order; and
 - 6.12.10 Owner surrenders
- 6.13 **Intake Hours**
- 6.13.1 The County will accept Eligible Animals for Impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with capacity to receive Eligible Animals ("Intake Hours").

- 6.13.2 The County reserves the right to adjust intake hours in accordance with business needs, with no less than thirty (30) days' prior written notice to the City.

7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services ("County Services"):

- 7.1 Establish written intake/booking procedures ("Intake Procedure") for the City prescribing recordkeeping requirements and tracking of, at minimum, source or caller identification, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, City tracking number.
- 7.2 Create an intake form to collect information necessary to track Animal intake ("Intake Form") and provide Intake Procedure and Intake Form to City.
- 7.3 Maintain facilities, equipment, and trained personnel for provision of County Pounds.
- 7.4 Accept Eligible Animals for Impound and/or quarantine from the City during Intake Hours. If the City's Animal Enforcement Agent delivers an Eligible Animal to a County Animal Control Facility outside of Intake Hours during After Hours, the County may refuse delivery.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the City on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
 - 7.8.1 The City is non-compliant with a provision of this Agreement; or,
 - 7.8.2 The health and safety of an Animal or person is in jeopardy.
 - 7.8.3 A temporary suspension imposed by the County shall remain in effect unless and until the City comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
 - 7.8.4 The City shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the City shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions in Section 13, below.

8.0 CITY OF AVONDALE RESPONSIBILITIES

The City agrees to perform the following services (“City Services”):

- 8.1 Only deliver Eligible Animals to the County for impounding and/or quarantining.
- 8.2 In the case of a bite animal, provide a copy of the agency bite report which shall include owner name, address, and phone number (if known); victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner, severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.
- 8.3 Before attempting delivery of an Eligible Animal to a County Pound, conduct lost and found efforts to return the Animal to its Owner, including but not limited to, scanning Eligible Animal for microchips and contacting potential Owner.
- 8.4 Deliver only Eligible Animals to a County Animal Control Facility for impound and/or quarantine during Intake Hours.
- 8.5 Deliver Animals that are or, are suspected to be, victims of abandonment, cruelty or neglect to the provider contracted by the City for such services.
- 8.6 Deliver sick or injured Animals directly to a vet of the City’s choosing.
- 8.7 Comply with County Intake Procedure.
- 8.8 Upon delivery of the Eligible Animal by the City to the County, provide the following information for all Eligible Animals delivered to the County by the City:
 - 8.8.1 Documentation showing attempts to return Eligible Animal to its Owner;
 - 8.8.2 Prior complaints made to the City about the animal;
 - 8.8.3 Bite history; and all information as outlined in 8.2;
 - 8.8.4 Information necessary to aid in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
 - 8.8.5 Any additional information requested by the County that is necessary to properly impound, care for and pathway the Eligible Animal.
- 8.9 Pay the daily boarding fee for all Municipal Vicious Petition impounds if the animal owner fails to pay all required boarding fees.
- 8.10 Pay the daily boarding fee for the mandatory hold periods for At-Large, Hold Notify and Bite Animals as established in Appendix A to this Agreement.
- 8.11 Reserve sufficient funds in fiscal budget to pay for fees and costs charged pursuant to Appendix A to this Agreement.

- 8.12 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and the City Code.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
- 9.1.1 Intake counts;
 - 9.1.2 Electronic impound records;
 - 9.1.3 Documentation of City attempts to return animal to Owner;
 - 9.1.4 All documentation related to dog licenses;
 - 9.1.5 All documentation related to rabies; and
 - 9.1.6 Any other books, accounts, reports, files or other documents related to this Agreement.
- 9.2 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The City shall retain records in accordance with Arizona Law.
- 9.3 The Parties waive their respective public records procedure for obtaining Records.
- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 FINANCING: The City will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendix A to this Agreement.

11.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the City or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

12.0 AUDITS

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records as designated in this Agreement.
- 12.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 13.0.

13.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

MARICOPA COUNTY

Maricopa County Animal Care & Control
c/o Jason True, Field Enforcement
Division Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Jason.True@maricopa.gov
(602) 506-2737

cc:

Maricopa County Animal Care & Control
c/o Gus Martinez, Deputy Director
2500 S. 27th Avenue
Phoenix, AZ 85009
Gus.Martinez@Maricopa.Gov
(602) 506-5100

CITY OF AVONDALE

City of Avondale
Ron Corbin, City Manager
11465 W. Civic Center Drive
Avondale, AZ 85323
Rcorbin@avondaleaz.gov

cc:

City of Avondale
Nicholle Harris, City Attorney
11465W. Civic Center Drive
Avondale, AZ 85323
cityattorney@avondaleaz.gov

14.0 TERMINATION

- 14.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice ("Termination").
- 14.2 Partial termination is prohibited.
- 14.3 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any

extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.

14.4 the event of non-payment by City, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.

14.5 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the City at the end of the hold period established by statute and will be governed by this Agreement.

14.6 Upon termination of this Agreement, whether by mutual agreement or otherwise, all services rendered by Maricopa County up to the effective date of termination shall become immediately due and payable. The City agrees to remit payment for all such services in accordance with the terms of this Agreement.

15.0 INDEPENDENT CONTRACTOR: The City is an independent contractor, including the City's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

16.0 SUBCONTRACTING: The City shall not subcontract any portion of this Agreement to a subcontractor without the prior express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.

17.0 ASSIGNMENT: This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.

18.0 NONDISCRIMINATION: The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

- 19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Parties may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.
- 20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnatee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Indemnitor against all Claims. It is agreed that the City will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the City in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.
- 21.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.
- 22.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for 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.

23.0 HEADINGS: Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

24.0 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.

25.0 APPLICABLE LAW: Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.

26.0 VENUE; CHOICE OF LAW

26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

IN WITNESS WHEREOF, the undersigned executing this Agreement on behalf of each Party represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the date last set forth below (“Effective Date”).

MARICOPA COUNTY

CITY OF AVONDALE

By:

By:

Kate Brophy McGee, Chair
Maricopa County Board of Supervisors

Ron Corbin,
City of Avondale

Date

Date

Attest:

Attest:

Juanita Garza, Clerk of the Board

Marcella Sarmiento, City Clerk, City of Avondale

Date

Date

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and City of Avondale charter and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and City of Avondale.

Kim Miles,
Maricopa County Deputy Attorney

Nicholle Harris,
Attorney for City of Avondale

Date

Date

APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has the authority to establish fees for the impounding and maintenance of animals at County Animal Control Facilities. The City of Avondale shall remit these fees on a quarterly basis to Animal Care and Control.

Maricopa County bills for impounds based on the intake type and the required legal hold period. Each impound is charged at a daily boarding rate established by MCACC and defined under this Intergovernmental Agreement. The current daily boarding rate is \$61 per day, and Maricopa County reserves the right to re-evaluate and adjust this rate annually based on actual costs.

Detailed usage reports are provided annually to our partners to support budget planning. Since service usage varies, the estimate outlined below may fluctuate each year.

Licensing Offset:

After calculating sheltering charges, MCACC will apply a licensing offset as a credit to the invoice. This credit is based on dog licensing revenue collected from the jurisdiction and the average length of stay. The offset is derived from actuals and may vary each year.

Required Hold Days:

Intake Type	Required Hold Days
At- Large	3
Hold/Notify	5
Bite	10
Municipal Vicious Impounds	28

Billing Schedule:

Activity Period	Billing Month / Year	Estimated Amount*
Q1 FY2027	October-26	\$11,389.33
Q2 FY2027	January-27	\$11,389.33
Q3 FY2027	April-27	\$11,389.34
Q4 FY2027	July-27	\$11,389.34

**The estimate was determined using FY26 Q1 and Q2 Intakes; the actual billing amount is determined by actual intake volume during the activity period.*

Billing Example:

Billing Example

Bill To: City of Avondale	Invoice #	Avondale
Address: 11465 Civic Center Blvd., Suite 250	Invoice Date	Estimate Only
Avondale, AZ 85323	Due Date	Estimate Only
(623) 333-2000		
Service Period:	Annual Estimate	

SECTION A — Daily Boarding Rate and Licensing Offset					
1	Daily Boarding Rate (current rate; adjustable annually)				
	Rate (for calc):				\$61.00
2	Licensing Offset (credit)				\$11,597.22
SECTION B — INTAKE DETAIL					
Ln	Description	Intakes	Hold Days	Rate	Amount
3	At Large	122	367	\$61.00	\$22,384.56
4	Hold Notify	94	470	\$61.00	\$28,670.00
5	Quarantined Bite	10	100	\$61.00	\$6,100.00
7	Notes	Hold days vary by intake type (At-Large = 3, Hold Notify = 5, Bite = 10)			
SECTION C — TOTALS (Sheltering)					
8	Total Sheltering Cost (Line 5 + Line 6 amounts)				\$57,154.56
9	Less: Licensing Offset (Line 2)				\$11,597.22
10	Adjusted Total Due (Line 8 – Line 9; not less than \$0)				\$45,557.34
SECTION D — ENFORCEMENT SERVICES					
Ln	Description	Qty	%	Rate Basis	Amount
11	Capital Replacement Reserve	—	—	Share of total	\$0.00
12	Field Hours	0	0.00%	Share of total	\$0.00
13	Calls for Service (CFS)	0	0.00%	Share of total	\$0.00
14	Total Enforcement Services (Lines 11–13)	—	—	—	\$0.00
SECTION E — GRAND TOTAL					
15	Adjusted Sheltering (from Section C)				\$45,557.34
16	Total Enforcement Services (from Section D)				\$0.00
17	Total Amount Due (Line 15 + Line 16)				\$45,557.34
Make all checks payable to Animal Care and Control 2500 South 27th Avenue, Phoenix, AZ 85009 Phone: (602) 506-8995 accfinance@maricopa.gov					