



City of Avondale
City Council Online Meeting
Monday, August 24, 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

Join the meeting and view presentations:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 279 462 249 329 734 | Passcode: Xi3zv3wd

Using a Mobile Device? Download the Microsoft Teams Meeting App



City Council Online Meeting Notice & Agenda Monday, August 24, 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. MINUTES

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

- June 22, 2026, Work Session Meeting;
- July 06, 2026, Regular Meeting;
- July 13, 2026, Regular Meeting minutes; and
- August 10, 2026, Special Meeting minutes

b. CITY COUNCIL MEETING SCHEDULE FOR 2027

City Council will consider a request to approve the 2027 City Council Meeting Schedule and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. AMENDMENT TO CONTRACT FOR SERVICES — AREA AGENCY ON AGING FISCAL YEAR 2025–2026 AND THE VEHICLE LEASE AGREEMENT FOR FY27

City Council will consider a request to: a) approve a Second Amendment to the FY26 contract with Area Agency on Aging (AAA), which will extend the contract term from 6/30/2026 through 9/30/2026 and add \$103,978 in funding for Senior Services programming and operations; b) approve a Vehicle Lease Agreement in the amount of \$5 for FY27; c) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

d. ACCEPTANCE OF WAIVER OF SETBACKS FOR NOISE, ODOR AND AESTHETICS FROM VULCAN LANDS, INC.

City Council will consider a request to approve the acceptance of a Waiver of Setbacks for Noise, Odor and Aesthetics from Vulcan Lands, Inc., and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2030-0826 – GRANTING OF AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

City Council will consider a request to adopt Ordinance 2030-0826 authorizing granting an irrigation easement to the Salt River Project Agricultural Improvement and Power District (SRP) along the northeast corner of 119th Avenue and Corporate Drive as it relates to the FUZE/FLATZ development and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2031-0826 – RESERVATION OF A UTILITY EASEMENT AND ABANDONMENT OF A PORTION OF 111TH AVENUE RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2031-0826 authorizing the reservation of a utility easement and the abandonment of a portion of 111th Avenue right-of-way generally located south of 4th Street and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

ITEM NUMBER: 3.a.

SUBJECT: Minutes

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

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

- June 22, 2026, Work Session Meeting;
- July 06, 2026, Regular Meeting;
- July 13, 2026, Regular Meeting minutes; and
- August 10, 2026, Special Meeting minutes

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the attached City Council meeting minutes.

Contact person for document distribution: *Chris Pierson*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 22, 2026

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

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

Members Absent: None.

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

Audience: Approximately five members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UPDATE ON WEBSITE REDESIGN

Marketing and Public Relations Director Pier Simeri presented an overview of the City's newly redesigned website, www.AvondalAZ.gov, noting that the previous site had been in place for approximately ten years and contained more than 1,000 pages and 45 online forms. She explained that the redesign was necessary to modernize the platform and ensure compliance with updated Department of Justice ADA requirements. Staff conducted extensive research, including feedback from residents, website users, and City staff, resulting in a streamlined site with just under 300 pages.

Ms. Simeri highlighted improvements such as enhanced ADA accessibility, mobile-friendly design, and a centralized calendar featuring all City programs, including Neighborhood and Family Services.

DeAnn Franklin, Digital Media Program Manager, provided an overview of the site's navigation and features, describing it as Avondale's "digital front door." She noted that the updated design improves user experience, increases accessibility, enhances transparency, strengthens community engagement, and provides 24/7 access to City information and services.

Ms. Franklin noted that the website will remain a continuous improvement effort, with ongoing staff training and updates to keep pace with modern digital standards and requirements.

Mayor Pineda and Councilmembers were provided an opportunity to offer comments and ask questions. In response to inquiries, Ms. Franklin clarified that audio translation referred to as a screen reader, is enabled through the user's own digital device to read on-screen content. She added that one of the park search filters is believed to address ADA accessibility, and if not, staff will ensure it is added. Ms. Simeri explained that the City uses a third-party platform, Civic Clerk, to store meeting agendas and related materials, and noted that legal requirements mandate notifying users when they are leaving the City's website to access an external site.

Council members expressed appreciation to the Marketing team and Ms. Franklin for their extensive work on the redesign. Councilmember White acknowledged the shift toward mobile internet use and suggested adding British English as an additional language option. Mayor Pineda encouraged staff not to view public feedback negatively, noting that residents often become accustomed to familiar processes and may need time to adjust to new systems.

City Manager Ron Corbin provided clarification regarding the intent of the new work-session structure is to give Council an opportunity to review proposed ordinances in advance, identify any missing elements, and provide input on what they would like to see added, removed, or revised. Mr. Corbin noted that staff will return at a future meeting with a finalized version for formal consideration, incorporating Council's feedback. He emphasized that ordinances may still be adjusted during the approval process, but the added work sessions are designed to increase Council's involvement and improve the quality and completeness of ordinance development.

3. PROPOSED ELECTRIC DRIVEN CYCLE CITY OF AVONDALE ORDINANCE

Police Chief Memo Espinoza introduced the agenda item regarding the proposed implementation of a City ordinance regulating the use of electric-driven cycles on public property within the City of Avondale, noting that the effort has been under development since January 2026. He then introduced Police Lieutenant Thomas Alt, the presenter for the item.

Lt. Alt explained that the purpose of the presentation was to review the proposed ordinance with an emphasis on promoting the safe, orderly, and efficient operation of e-bicycles and e-scooters throughout the community. He stated that an ordinance is necessary to establish clear standards for the operation of electric-driven cycles on both roadways and sidewalks.

Lt. Alt presented the current definitions within state law.

E-Bike is defined as a two- or three-wheeled vehicle equipped with fully operable pedals and an electric motor of less than 750 watts. They are classified into three categories (I, II, III): Class 1: Motor provides assistance only when the rider is pedaling

and ceases to assist when the e-bike reaches the speed of 20 mph; Class 2: Motor used exclusively to propel the bicycle but not able to exceed 20 mph; and Class 3: Motor used to exclusively propel the bicycle but not able to exceed 28 mph.

E-Scooter is defined as a device that weighs under 75 pounds, features handlebars and a floorboard for standing, has two or three wheels, and travels at a maximum speed of no more than 20 mph.

Staff are recommending the following definition be added within the Avondale City Code:

- Electric Driven Cycles: Personal transportation device designed to carry one or more persons and propelled, in whole or in part, by an electric motor. An Electric Driven Cycle may have one or more wheels and may include, but is not limited to, electric standup scooters, electric skateboards, self-balancing single-wheel devices, self-balancing multi-wheel devices, and similar electrically powered personal mobility devices.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following e-bike sidewalk restrictions be added within the Avondale City Code:

- Must yield to vehicles;
- Follow speed restrictions;
- No speed greater than reasonable and prudent;
- May not ride where no posted riding signs present or conditions prevent;
- ride with direction of traffic flow;
- Shall not suddenly leave a curb or place of safety and move into the path of a vehicle; and
- Ride with the flow of traffic.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following e-bike roadway use restrictions be added within the Avondale City Code:

- Must follow the bike laws of the state;
- Must use bike lane if present;
- Ride with the direction of traffic flow; and
- Follow posted speed limits and not operate at a speed greater than prudent.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following e-scooter sidewalk use restrictions be added within the Avondale City Code:

- Must yield to vehicles;
- Follow speed restrictions;
- May not ride where no posted riding signs are present, or conditions prevent;
- Must yield to pedestrians;

- Must give an audible warning when approaching pedestrians; and
- Ride with the flow of traffic.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following e-scooter roadway use restrictions be added within the Avondale City Code:

- May not be on roadway if speed limit exceeds 25mph; and
- Must ride with the flow of traffic.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following electric driven cycle speed restrictions be added within the Avondale City Code:

- Travel reasonable and prudent speed and no more than 10mph on the sidewalk;
- If hazard is present, operator must dismount and walk to safe area prior to resuming; and
- Ride with the flow of traffic.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following electric-driven cycle equipment requirements be added within the Avondale City Code:

- Helmet required for riders under 16;
- Brakes and lights required with line of site distances; and
- Audible warnings such as bell or human voice.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following electric driven cycle age requirement be added within the Avondale City Code:

- No person can operate class 3 under 16;
- No person can operate class 1 or 2 under 14; and
- No person can operate an e-scooter under 12.

Lt. Alt presented the following current bicycle ordinance.

- City Code 23-77 - Obedience to traffic-control devices: Any person operating a bicycle shall obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
- City Code 23-78 – Speed: No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.
- City Code 23-79 - Riding on sidewalks: No person shall ride a bicycle upon a sidewalk within a business district.

Lt. Alt compared various west valley city code requirements. Staff are recommending the following:

- Follow current Arizona Law regarding contributing to the delinquency of a minor (A.R.S. § 13-3613).
- Allowed on City Parks sidewalks unless the use is prohibited or restricted by park rules or posted signage.
- Not allowed on park grass, plazas, sports courts, splash pads, amphitheaters, or vendor corridor areas.
- Civil penalties to include:
 - 1st violation: \$50,
 - 2nd violation: \$250,
 - 3rd violation: \$500, and
 - \$20 payment plan request.

Lt. Alt outlined the proposed next steps, including a six-month warning period and a comprehensive public education campaign utilizing social media, school outreach to parents and students, HOA and community events, and additional City communication platforms such as media releases, RAVE alerts, and billboards. He noted that staff were seeking Council direction on adoption of the proposed e-Bike and e-Scooter Ordinance.

Mayor Pineda and Councilmembers were provided an opportunity to comment and ask questions. In response to Council inquiries, Lt. Alt explained that, based on consultation with the City Attorney, the parents of a minor could be penalized for the minors' actions if it violates State Statutes that can be articulated. He clarified that the proposed ordinance applies specifically to electric-driven cycles and scooters, while dirt bikes are already regulated under an existing ordinance. The draft ordinance also limits riders to the number for which the device is designed.

Regarding footwear, Lt. Alt stated that Council may direct staff to include an open-toe shoe restriction if desired. He also sought feedback on whether to lower the minimum operating age for e-scooters from 12 to 11 years old, prompting discussion among Councilmembers. Mayor Pineda and Council emphasized the importance of educating residents on safe operation of e-bikes and e-scooters. Councilmember White suggested incorporating an innovative educational component and referenced the "Safety Town" model from Cleveland, Ohio, which introduces safety concepts beginning in pre-K.

Lt. Alt shared next steps to include a 6-month warning period, ongoing public education efforts through social media, education in schools to parents and students, education through HOA/community events, and other city platforms to include media release, rave, and billboards. He noted staff is seeking direction from City Council on adopting the e-Bike and e-Scooter Ordinance in the City of Avondale.

Mayor Pineda and Councilmembers were provided an opportunity to offer comments and ask questions. In response to Council's inquiries, Lt. Alt explained upon consulting with the City Attorney the parents of a minor would be penalized based on the number of incidents, but if the minors' actions violated State Statutes that could be articulated. This proposed Ordinance is focused on electric driven cycles and scooters. Dirt bikes are currently part of an Ordinance. The proposed ordinance does address the number of riders to be only what it is designed for.

Regarding open toe shoes, the City Council can direct us to amend the proposed ordinance to include such restriction. Lt. Alt sought feedback from City Council regarding the request to decrease the age to operate an e-Scooter from 12 to 11 years old. A discussion ensued among the Councilmembers.

Mayor Pineda and Councilmembers discussed the importance of educating residents of the City of Avondale in safety when using an e-bike or e-scooter. Mr. Corbin noted Peoria including parental accountability in their ordinance for immediate responsibility that defers to state law and provides officers with discretion based on what occurred.

Councilmember White proposed the ordinance include an innovative education piece and shared information related to the "safety town" from Cleveland, Ohio that started with pre-K children.

4. CITY CHARTER AMENDMENT PROCESS

City Clerk Marcella Sarmiento provided a summary of the City Charter amendment process and distributed a historical list of all charter elections since 1959. She explained that Avondale adopted its charter in 1959 and is one of 21 charter cities in Arizona, with amendments permitted either by ordinance or voter initiative. The charter has been amended 12 times, most recently in 2010, with past updates addressing outdated information, procedural changes, and local-control measures.

Ms. Sarmiento outlined two options for reviewing potential amendments, an internal staff committee or a citizen Charter Review Committee, and reviewed timelines for placing measures on the ballot. She noted that elections may only occur on four designated dates and that the July and November 2028 elections would be the most cost-effective. She requested Council directions on next steps.

City Manager Corbin added that the discussion was prompted by recent questions about possible charter changes and emphasized the need to begin community engagement early due to the extensive preparation required.

Mayor Pineda and Councilmembers were provided an opportunity to offer comments and ask questions. In response Mr. Corbin stated that no urgent amendments have been identified at this time.

5. INVOCATION AT CITY COUNCIL MEETINGS

Aneyssa Romo, Senior Management Analyst, provided an overview of how municipalities utilize invocations or moments of silence to begin council meetings. It

was noted that since 2007 the City of Avondale has opened its meetings with a moment of reflection, allowing attendees to pause, pray, or contemplate privately before the start of business. This practice replaced the City's prior use of spoken invocations and offers an inclusive approach that accommodates individuals of all faiths and beliefs while requiring no staff coordination of speakers.

Ms. Romo explained that cities using invocations follow varying models: some have the mayor, councilmembers, senior staff, or public safety chaplains rotate providing the invocation, while others allow members of the public to volunteer through a formal scheduling process. Cities that permit public participation typically adopt an invocation policy outlining speaker eligibility, content guidelines, time limits, and nondiscrimination requirements to ensure no preference is given to any faith or ideology and to prohibit proselytizing or disparaging remarks.

Policies may also limit how frequently individuals of the same faith tradition may participate in promoting equitable opportunities. A comparison of West Valley cities showed a mix of practices, with six utilizing spoken invocations and three using a moment of silence or reflection.

Mayor Pineda invited discussion on whether to incorporate an invocation or moment of silence at the start of Council meetings. He expressed support for continuing the current moment of reflection, noting it accommodates all beliefs without creating religious expectations. Several Councilmembers spoke in favor of adding an optional prayer. Some supported a flexible, Council-led approach in which members could rotate leading a moment of silence or offer a prayer, reflection, or invite a chaplain. Others preferred limiting participation to Council or designated chaplains to avoid unpredictability or additional staff burdens and to maintain decorum.

Concerns were raised about coordination demands, legal risks associated with selecting members of the public to give invocations, and the importance of ensuring any policy is inclusive, clear, and defensible. Staff and the City Attorney advised that an invocation policy must comply with legal standards and be structured in a way that would remain workable for future Councils with varying beliefs. While some members emphasized transparency, inclusivity, and avoiding legal exposure, others highlighted the value of grounding meetings in prayer or reflection.

The City Manager concluded by stating that staff would draft a policy with options for Council consideration at a future work session.

6. ADDING FUTURE AGENDA ITEMS TO THE CITY COUNCIL AGENDA

Aneyssa Romo, Senior Management Analyst, reviewed how future agenda items are added to the City Council agenda. In Avondale, the Mayor acting through the City Manager, Councilmembers acting through the Mayor or City Manager, or the City Manager alone may place items on a future agenda. Across the region, most cities and towns allow the Mayor, the City Manager, and a designated number of Councilmembers, usually between two and four, to request agenda items.

Many jurisdictions also include a standing “Future Agenda Items” section on regular Council agendas to give Councilmembers an additional opportunity to propose topics, sometimes requiring a second or approval by multiple Councilmembers before an item is scheduled. Some cities limit this process to work sessions through an “Item of Special Interest” section, where proposed items are forwarded to the City Manager to prepare a report for a later work session. After a topic is discussed in a work session, an 18-month waiting period is often required before the same issue can be brought forward again.

Mayor Pineda invited Council discussion regarding the process for placing items on future City Council agendas and the role of the City Manager in scheduling them. Several members expressed confusion about whether a request supported by three Councilmembers should automatically appear on a regular meeting agenda or could instead be directed to a work session. Staff explained that the City’s procedures require items to be submitted through the City Manager, who considers timing, workload, and preparation needs when determining whether a topic first appears at a work session.

Concerns were raised about the potential for violating open meeting laws when Councilmembers must seek support from multiple members to reach the required threshold, and some members described past challenges getting items scheduled. Others noted that work sessions create space for open dialogue and allow staff to gather needed information before items advance to a formal meeting. The group also discussed how other cities handle similar requests and the importance of clear processes for submitting agenda items, including the possible use of formal request forms.

By the end of the discussion, members agreed that clearer directions and refined procedures are needed, and staff will return after the summer break with proposed next steps based on the feedback provided.

7. ADJOURNMENT

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

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye

Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 7:37 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 22nd day of June 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
July 06, 2026

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:34 p.m.

Hannah Molina, Summer AvTemp, led the Pledge of Allegiance, followed by a moment of silent reflection.

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

**Councilmember Tina Conde participated virtually.*

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Jennifer Stein, Assistant City Manager; Dale Nannenga, Assistant City Manager; Andrew Mesquita, Assistant City Manager; Nicholle Harris, City Attorney; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Ted Flores, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Cheryl Covert, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

The following new employees were introduced to City Council. This item was for discussion only.

City Manager's Office

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

Economic Development

- Cheryl Covert, Director *

Finance & Budget Department

Office of Public Safety

- Jamie Michler, Public Education Specialist

Police Department

- Ana Bartz, Police Officer
- Efran Rodriguez, Police Officer
- Robert Schmidt, Police Officer
- Samantha Simpson, Police Officer
- Nolan Tas, Police Officer

- Tori Osmundson, Grants Coordinator
- Yolanda Varin, Accountant
- Fina Johnson, Assistant Director

Fire and Medical Department

- Andres Magana, Firefighter
- Bishop Burdine, Firefighter

Human Resources Department

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

Neighborhood & Family Services Dept.

- Nancy De Loa, Administrative Assistant
- Tyler Boyd, Homeless Outreach Specialist

Parks, Recreation, & Libraries Dept.

- Angelina Acero, Rec. Coordinator *
- Maria Castelo, Rec. Programmer *
- Rachel Castaneda, Rec. Programmer

- Andrew Palacio, Police Officer
- Reina Tsuma, Police Officer
- Eysias Banks, Police Officer
- Rodrick Townsend, Police Officer
- Russell Stewart, Sergeant *
- Beau Wagner, Sergeant *
- Bryce Bellinger, Sergeant *
- Nick Gonzales, Sergeant *
- Adaceli Garcia, Records & Impound Sup.*
- Wendy Torres, Vehicle Impound Coord.*

Public Works Department

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

b. PROCLAMATION – AMERICA’S 250TH CELEBRATION MONTH

City Council presented a proclamation recognizing July 2026 as America’s 250th Celebration Month. This item was for discussion only.

c. PROCLAMATION – PARK AND RECREATION MONTH

City Council presented a proclamation recognizing July 2026 as Park and Recreation Month. This item was for discussion only.

d. AVONDALE BUSINESS SPOTLIGHT PROGRAM AWARD

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

3. UNSCHEDULED PUBLIC APPEARANCES

None.

4. CONSENT AGENDA

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

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Vice Mayor Nielson requested agenda item 4k be pulled for separate consideration.

Motion was made by Councilmember Solorio, seconded by Councilmember White, to approve the Consent Agenda with the exception of agenda item 4k.

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

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

a. MINUTES

City Council approved the following City Council meeting minutes.

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

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

City Council approved the settlement agreement with Michael Pullem in the amount of \$125,000 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council approved a Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council approved a Professional Services and Employment Agreement ("Employment Agreement") with City Manager, Ron Corbin and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

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

City Council approved a Professional Services and Employment Agreement with the City Auditor, Barbara Coppage and authorized the Mayor, City Attorney, and City Clerk to execute the necessary documents.

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

City Council approved a Professional Services and Employment Agreement with City Attorney, Nicholle Harris and authorized the Mayor, Special Legal Counsel, and City Clerk to execute the necessary documents.

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

City Council approved an Independent Contractor Agreement with Arizona Community Action Association dba Wildfire to administer utility assistance programs and accept grant funding in an amount not to exceed \$73,509 for the period of July 1, 2026 through June 30, 2027 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Resolution 1050-0726, approving the updated Intergovernmental Agreement with other police agencies to continue participating in the West Valley Investigative Response Team (WVIRT) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1051-0726 - AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - COMMUNITY ACTION PROGRAM (CAP) SERVICES

City Council adopted Resolution 1051-0726, approving Amendment No. 6 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, for the provision of Community Action Program services and authorized the Mayor or City Manager, City Attorney and City Clerk to execute all necessary documents.

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

City Council adopted Resolution 1052-0726, approving the First Amendment to the Intergovernmental Agreement with the City of Litchfield Park for law enforcement services and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

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

City Council adopted Resolution 1054-0726, authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$300,000 in

funding and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

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

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

City Council adopted Ordinance 2021-0726, amending Chapter 10 of the City Code, Fire Prevention and Protection, and declaring as a public record and adopting by reference the 2024 International Fire Code (IFC) with the Avondale Amendments to the 2024 International Fire Code, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2022-0726, authorizing the acceptance of a bus shelter easement agreement from McDonald’s USA, LLC, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2023-0726, authorizing the acceptance of a bus shelter easement agreement from Gateway Crossing SC, LLC, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2024-0726, authorizing the acceptance of a bus shelter easement agreement from Park 10 Shops D & CH, LLC, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2025-0726, authorizing the acceptance of a No-Build Easement from Maricopa County and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2026-0726, authorizing the granting of an Utility Easement to Arizona Public Service Company (APS) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2027-0726, authorizing the abandonment of 114th Avenue right-of-way and Ordinance 2028-0726, authorizing the abandonment of Park Avenue right-of-way, both located generally south of Roosevelt Street and east of Avondale Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Ordinance 2029-0726, authorizing the acceptance of a Trail Easement from Roosevelt Park Unit 1 Community Association, an Arizona non-profit corporation, for the construction and maintenance of a multiuse trail and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

NOTE FROM THE CITY CLERK: THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY.

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

Harold Siguenza, Public Works Assistant Director, provided an overview of the proposed five-year Intergovernmental Agreement with the City of Phoenix for processing recyclable materials. He noted that the City of Avondale has partnered with Phoenix since FY2018, with approximately 5,800 tons of curbside recycling collected from Avondale residents processed annually through this partnership.

Mr. Siguenza reviewed the average yearly processing costs, explaining that the City of Avondale pays a per-ton tipping fee for materials delivered to the City of Phoenix. After processing, separating, and bundling the recyclable materials, the City of Phoenix sells them on the open market. The City of Avondale receives quarterly revenue based on a blended rate, which offsets a portion of the per-ton processing fees.

Mr. Siguenza also provided a brief reminder of acceptable and non-acceptable recyclable materials, encouraging residents to visit the City's website for a complete and updated list.

Vice-Mayor Nielson thanked Mr. Siguenza for the presentation and emphasized the importance of informing residents about the City's continued commitment to recycling and sustainability.

Vice Mayor Nielson moved to adopt Resolution 1053-0726 approving an Intergovernmental Agreement with the City of Phoenix for processing Avondale's recyclable materials; Councilmember Solorio seconded the motion.

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

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

5. REGULAR AGENDA

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

Kim Moon, City Engineer/Engineering Director, provided an overview of the Transportation Master Plan (TMP) update, which outlines multimodal transportation strategies through 2050. The update reflects completed projects, current and future conditions, and anticipated changes in population, residential and commercial development, and travel patterns, along with long-range projections.

Ms. Moon explained that transportation improvements addressed in the TMP include streets, transit, bicycle and pedestrian facilities, and emerging transportation technologies. She noted that TMP updates are typically conducted every five years, allowing flexibility for future amendments based on the level of change occurring within the community.

Ms. Moon reviewed examples of roadway and intersection improvements and highlighted updates to multimodal strategies. She stated that public input was collected and incorporated into the development of the TMP update.

Adoption of the updated TMP will support project prioritization, development review, right-of-way acquisition, regional coordination, and grant pursuits, and will help the City continue proactive management of growth and remain competitive for regional, state, and federal funding opportunities.

Mayor Pineda commented on the City's continued growth and the importance of long-range planning, noting the TMP provides the broad policy framework needed to

prepare for future conditions, including funding needs and anticipated transportation demands such as SR-30 and questions related to traffic congestion. The plan allows the city to incorporate many variables and projections presented into future decision-making, supporting a comprehensive and informed approach to transportation planning.

In response to Councilmember White's question, Ms. Moon responded that there are multiple methods available to fund transportation improvements included in the TMP's policy framework and long-term vision. She noted that while Avondale does not currently rely heavily on public-private partnerships (PPPs), developers do construct street improvements as part of their projects, and the City has successfully secured grant opportunities to support certain transportation improvements, with hopes for additional awards in the future. Councilmember White suggested the Avondale Boulevard and MC-85 intersection, which is shared with Union Pacific, represents a strong opportunity to pursue alternative crossing solutions through partnership or collaborative funding.

Councilmember White moved to adopt Resolution 1057-0726, adopting the City of Avondale 2025 Transportation Master Plan Update; Vice Mayor Nielson seconded the motion.

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

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

b. SOLID WASTE CODE VIOLATION FEES

Kirk Beaty, Public Works Director; presented an overview of Solid Waste Services that include curbside trash and recycling collection once per week and bulk trash collection once per month, according to designated service zones. Two Solid Waste Inspectors are employed by the City to conduct daily inspections of trash and recycling containers and bulk trash piles.

In FY2026, inspectors identified over 1,800 solid waste code violations related to bulk trash; 104 of these were repeat offenders. More than half of the violations related to early and late set out and additional violations varied among hazardous materials, construction debris, or oversized piles. Mr. Beaty reviewed the inspection process and the use of a pink "X" on the pile to indicate inspection was completed and along with a pink tag explaining the violation. Solid waste collection staff may use discretion to

perform partial collection, removing acceptable materials while leaving prohibited items only when they can be easily separated.

In relation to the curbside trash and recycling inspection process, the inspectors will identify blocked or inaccessible containers, overfilled containers, and unacceptable or hazardous materials in the containers. Equipment Operators can also report violations to inspectors and Public Works customer service. For any violations, the container gets a pink tag that notifies the resident of the issue and tells the collection staff not to service that bin.

In FY2026, inspectors documented over 3,800 trash and recycling violations, including 309 repeat offenders with approximately half involving overfilled containers. Additional violations varied among improper bin placement, overweight containers, and unacceptable items such as green waste. Staff review photos and videos from collection operations to determine the cause and help residents resolve issues.

The primary role of inspectors is education and enforcement through direct contact with the residents and providing corrective guidance. Residents are encouraged to visit the city's website [AviWise](#) for a detailed guide of acceptable trash and recycling practices.

Mr. Beaty explained prior violation and enforcement efforts where citations were issued that required staff and the resident to appear in Court, which was time intensive effort for all involved. Since doing away with the citations, the City has solely relied on education without enforcement.

Where the Solid Waste Code allows for penalty fees, staff are proposing a progressive fee structure focused on repeat offenders. Mr. Beaty reviewed the fee schedule with the first offense being education to the fifth offense resulting in a civil citation. The fees, primarily target repeat offenders, will be added to the residents' utility bill. The fees will also help support enforcement efforts and offset inspection and operational costs.

The goal is to reduce the amount of time bulk piles remain on streets, maintain safety, and ensure timely removal regardless of pile size or contents. Unpaid fines may affect water service, and violations of the solid waste code constitute a Class 1 misdemeanor, which may carry additional penalties.

Council previously approved the \$28 go-back fee introduced in FY2026 for trash or recycling containers not serviced due to violations or late set-outs. In FY2026, 269 go-back actions were performed; 201 were one-time offenders, and one resident used the service eight times.

Staff emphasized that non-compliance with solid waste code remains an ongoing issue, generating frequent complaints from residents regarding piles left out for extended

periods. The primary concern is bulk trash violations and repeat offenders. The City will continue their education-first approach, supported by a progressive fee structure designed to encourage compliance, change behavior, maintain clean streets, and control operational costs.

In response to questions from Councilmembers, Mr. Beaty explained the City does not provide disposal options for bulk items, such as tires or hazardous materials because options are extremely limited. Mr. Siguenza explained that lithium-ion batteries have become a significant challenge and within the next few weeks Avondale will have a battery drop off center including a regional educational campaign in partnership with other cities. Ms. Weatherless clarified that payment arrangements are available through customer service.

Mr. Beaty stated that staff work closely with HOAs and frequently communicate with homeowners regarding bulk trash issues left in rental situations. Staff utilize collection day video to verify late set outs and work with residents when circumstances warrant flexibility. Residents are encouraged to purchase an additional trash can to manage overflow. Mr. Siguenza explained how residents can submit an AviWise ticket to acquire matching recycle bins. Mr. Beaty explained the collection trucks are rough on the trash cans and several trucks have been replaced along with three more being replaced this fiscal year. In addition, many of the trash cans are 10-20 years old.

Mr. Beaty stated the \$100 fee for the bulk collection does not apply to trash or recycling at this time because they have the existing \$28 go-back fee. Mr. Larriva confirmed all City facilities have a sharps disposal available.

Mr. Beaty stated the pink tag is placed on the bulk pile to ensure the resident sees it and to avoid duplicative efforts. Collection staff are instructed to identify broken trash cans; however, visibility can be limited during early morning routes. Items put out for “free” should be put in the driveway to avoid fees.

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

Renee Weatherless, Finance and Budget Director, presented the proposed fee changes for FY 2027 because of a fee study conducted last year. Minimal fee changes are being recommended within the City Clerks Office, Engineering, Finance and Budget, Parks, Recreation, and Libraries, Police, and Public Works. As required, public notice was posted online on May 4, 2026, that included the methodology in support of the new or increased fees. On June 25, 2026, notice was posted on social media.

Ms. Weatherless reviewed the 18 recommended new fees, 38 fee name changes only, five name changes and unit of measure updates, six new and updated fee ranges, two fee reductions, two new fee ranges and unit of measure update, and two fee removals. This topic will come before Council at the July 13, 2026, meeting for action on the proposed changes and upon approval the fees will take effect on September 1, 2026.

In response to Councilmember White's question, Mr. Larriva explained many plots remain at Goodyear Farm Cemetery as capacity is created with the transition from coffin to cremation, which is selected as part of the application process.

Mayor Pineda thanked staff for researching and recommending necessary changes. He also recommended assigning fees for outside organizations utilizing Avondale fields. Mr. Larriva confirmed field allocation and rental policy prioritizes residents and local organizations

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

- Councilmember Conde congratulated Councilmember White on her selection as Chair of the Metro Valley Board and Councilmember Weise on her selection to serve on the MAG Transportation Committee.
- Councilmember Solorio reported her attendance at the Women in Municipal Government Summer Conference and expressed appreciation to Mr. Corbin and Ms. Harris for their preparation and timely assistance in answering questions.
- Councilmember White noted her attendance at services at Thrive Church and Skyway Church, as well as her participation in the Light the Sky Fourth of July Celebration alongside fellow Councilmembers.
- Mayor Pineda commented on the fireworks display, noting that the event featured traditional fireworks rather than drones. He shared an encounter with a young woman who traveled from Los Angeles to attend the celebration due to a large fire occurring near her home. Mayor Pineda also noted his attendance at a Good-Bye Luncheon for General David Berkland, who is transferring to San Antonio, Texas.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting; Vice Mayor Nielson seconded the motion.

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

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

The meeting was adjourned at 7:39 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 6th day of July 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
July 13, 2026

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Microsoft Teams Meeting platform in open and public session at 5:30 p.m. All participants attended by phone or video.

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

Note: All attendees attended the meeting virtually.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Jennifer Stein, Assistant City Manager; Dale Nannenga, Assistant City Manager; Andrew Mesquita, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Memo Espinoza, Police Chief; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Jeffrey Scheetz, Chief Information Officer; Cheryl Covert, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: One member of the public was present to speak.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Zakaria Shahzada, resident, spoke about concerns with the City's use of flock cameras. They noted concerns about accountability as there have been several law enforcement agencies who have misused the cameras. They requested evidence that flock cameras reduce crime. In closing, they noted they are not against law enforcement but simply the flock camera system itself.

Mayor Pineda directed staff to contact Zakaria to discuss the matter.

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. Councilmembers may pull items from consent if they would like them considered separately.

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

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

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

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

City Council recommended 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 authorized the City Clerk to execute the necessary documents.

b. QUARTERLY BUDGET TRANSFER

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

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

City Council approved the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Resolution 1058-0726, approving the Fiscal Year 2027 proposed fee changes and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council: a) adopted 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) authorized and directed 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) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

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

4. ADJOURNMENT

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

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

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

The meeting was adjourned at 5:42 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 13th day of July 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
August 10, 2026

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:33 p.m.

Members Present: Mayor Mike Pineda and Councilmembers Tina Conde, Jeannette Garcia, and Shari Weise.

Members Absent (Excused): Vice Mayor Curtis Nielson and Councilmembers Gloria Solorio and Max White.

Other Municipal Officials Present: Ron Corbin, City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; and Jeffrey Scheetz, Chief Information Officer.

Audience: Thirteen members of the public were watching the meeting online.

1. ROLL CALL BY THE CITY CLERK

2. CONSENT AGENDA

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

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

Upon vote, the motion was carried unanimously 4 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Weise	Aye
Mayor Pineda	Aye

a. RESOLUTION 1061-0826 - CANVASS OF VOTES FOR THE JULY 21, 2026 PRIMARY ELECTION

City Council adopted Resolution 1061-0826, canvassing the results of the July 21, 2026, Primary Election and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

3. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 4 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Weise	Aye
Mayor Pineda	Aye

The meeting was adjourned at 5:35 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 10th day of August 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 3.b.

SUBJECT: City Council Meeting Schedule for 2027

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**. Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the 2027 City Council Meeting Schedule and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

According to the Council Rules of Procedure, City Council shall approve the upcoming year's meeting schedule prior to the end of each calendar year. According to the Avondale City Charter Article II §12, City Council shall conduct two meetings a month. If a change in approved meeting time or place shall be made, the City Clerk shall take appropriate action to publicly announce the change and publish a seven-day notice as required in the Avondale Charter Article II §12.

DISCUSSION:

The 2027 City Council meeting calendar includes a summer break. Work Sessions are listed on the calendar, but they will be canceled if there are no agenda items. Additional meetings may be scheduled as needed. All scheduled meetings will begin at 5:30 p.m.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending City Council approve the presented 2027 City Council Meeting Schedule.

Contact person for document distribution: n/a

2027 COUNCIL CALENDAR

with holidays and conferences

Approval Date: August XX, 2026

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Jan 1 - New Year's Day
Jan 18 - MLK Jr. Day
Jan 27-29 - ACMA Winter Conf. (Sedona)

FEBRUARY						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Feb 15 - Presidents' Day

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 2 - Back-to-Back Meetings due to Spring Break
March 7-20 - Spring Break for Schools in Avondale
Mar 15-17 - NLC Conf. (Washington, D.C.)
March 29 - Work Session (If Needed)

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 26 - Work Session (If Needed)

MAY						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 24 - Work Session (If Needed)
May 31 - Memorial Day

JUNE						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jun 19 - Juneteenth
June 28 - Work Session (If Needed)

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 4 - Independence Day
July 13 - Aug 22 - Summer Break
July 12 - Virtual Meeting with no Public Hearings
July 21-23 - ACMA Summer Conf. (Tucson)

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 13 - Aug 22 - Summer Break
Aug 23 - Virtual meeting with no public hearings
Aug 24-27 - League Annual Conference (Scottsdale)

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sept 6 - Labor Day
Sept 25-29 - ICMA Annual Conf. (Toronto)

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct 4 - Back-to-Back meetings due to holidays
Oct 11 - Indigenous Peoples Day (not observed)
Oct 25 - Work Session (If Needed)
Oct 31 - Halloween (not observed)

NOVEMBER						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov 11 - Veterans' Day
Nov 16 - 20 - NLC Cities Summit (Houston, TX)
Nov 25 - Thanksgiving Day
Nov 26 - Day After Thanksgiving
Nov 29 - Work Session (If Needed)

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec 13 - Back-to-Back meetings due to holidays
Dec 24 - Christmas Eve (not observed)
Dec 25 - Christmas Day
Dec 31 - New Year's Eve (not observed)

	Virtual Meeting with No Public Hearings (Consent Items Only)	ALL PUBLIC HEARINGS SHOULD HAVE A PUBLISHED START TIME OF 5:30 P.M.
	Council Meeting	
	Tentative Work Session Meetings	
	Conferences	
	Holidays	
Avondale Area Schools Spring Break Dates: <u>March 8-12:</u> Avondale Elem., Agua Fria HS, Legacy Traditional School; and <u>March 15-19:</u> Pendergast Elm, Littleton, Tolleson Union HS, Estrella Mountain Comm. College.		

CITY OF AVONDALE
2027 CITY COUNCIL MEETING SCHEDULE

Notice is hereby given to the general public that the following is the schedule of City Council meetings for the 2027 calendar year. Agendas are available 24 hours in advance of each meeting on the posting board outside of City Hall, at 11465 West Civic Center Drive, Avondale, Arizona or online at www.avondaleaz.gov/boards. City Council will attend either in person or virtually.

Meeting Time:

All City Council meetings will begin at 5:30 p.m., unless otherwise noted on the agenda.

Meeting Location:

All City Council meetings will be held in the Council Chamber, unless otherwise noted on the agenda. The Council Chamber is inside City Hall at 11465 West Civic Center Drive, Avondale, Arizona 85323.

Month	City Council Regular Meetings		City Council *Work Session Meetings
January	January 11, 2027	January 25, 2027	n/a
February	February 8, 2027	February 22, 2027	n/a
March	March 1, 2027	March 22, 2027	March 29, 2027
April	April 5, 2027	April 19, 2027	April 26, 2027
May	May 3, 2027	May 17, 2027	May 24, 2027
June	June 7, 2027	June 21, 2027	June 28, 2027
July	July 5, 2027	July 12, 2027 **Virtual Meeting	n/a
August	August 23, 2027 **Virtual Meeting	August 30, 2027	n/a
September	September 13, 2027	September 27, 2027	n/a
October	October 4, 2027	October 18, 2027	October 25, 2027
November	November 1, 2027	November 15, 2027	November 29, 2027
December	December 6, 2027	December 13, 2027	n/a

*Work Session Meeting – The noted meetings will be cancelled if no discussion items are scheduled.

**Virtual Meeting – The noted meetings will be hosted virtually with no public hearings. Please see the meeting agenda for links to join the meeting.

Accommodations for Individuals with Disabilities. 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.

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

ITEM NUMBER: 3.c.

SUBJECT: Amendment to Contract for Services — Area Agency on Aging Fiscal Year 2025–2026 and the Vehicle Lease Agreement for FY27

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to: a) approve a Second Amendment to the FY26 contract with Area Agency on Aging (AAA), which will extend the contract term from 6/30/2026 through 9/30/2026 and add \$103,978 in funding for Senior Services programming and operations; b) approve a Vehicle Lease Agreement in the amount of \$5 for FY27; c) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by the Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents in the Avondale, Goodyear, and Litchfield Park areas. These services include congregate meals, home-delivered meals, multipurpose center operations and transportation programs.

DISCUSSION:

AAA has requested an amendment to the FY26 Contract for Services to extend the contract term through 9/30/2026 and increase the contract amount by \$103,978. AAA has requested this extension due to delays within the State of Arizona budget approval process. This award maintains level funding from the previous year for the specified quarter. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Senior Center without any required cost being passed down to them.

AAA also provides the City of Avondale with five vehicles for program use: 3 Ford Escapes, 1 Allstar Bus, and

1 Starcraft Bus used for the delivery of meals to home-bound clients and to transport seniors to and from their homes to the center or to programmed activities that require transportation services. The lease will be effective for one year. Each vehicle is leased for \$1 per vehicle for the entire year, resulting in a total annual lease cost of \$5 for all vehicles.

It is requested that council approve the amendment for the Senior Services Programs and Operations. Historically, the City has demonstrated a strong commitment to Senior Services programming by providing the funding necessary to maintain and build upon the current service levels. The amendment provides funds for staffing, food and dining, other supplies, operations, and facility and vehicle operation and maintenance costs.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of \$103,978 under the provisions of this action. Appropriations for this grant and the City's local match have been included in the FY2027 budget.

RECOMMENDATION:

Staff recommends that the City Council: a) approve a Second Amendment to the FY26 contract with Area Agency on Aging (AAA), which will extend the contract term from 6/30/2026 through 9/30/2026 and add \$103,978 in funding for Senior Services programming and operations; b) approve a Vehicle Lease Agreement in the amount of \$5 for FY27; c) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Sandy Lopez

Contract #2026-07-AVO

AMENDMENT 2

Contract for Services Between

Area Agency on Aging, Region One, Incorporated AND

**1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132**

**City of Avondale
11465 W Civic Center Dr.
Avondale, AZ 85323**

**623-333-2705 Fax: 623-333-0270
EIN: 86-6000023**

EFFECTIVE DATE OF THIS AMENDMENT: July 1, 2026

PURPOSE OF THE AMENDMENT:

Extend FY2026 contract expiration date from 6/30/2026 to 9/30/2026 to allow for the receipt of and processing of Area Agency on Aging, Region One, Inc. FY2027 funding. In exchange for the City of Avondale providing the services outlined in the contract for the period of 6/30/2026 to 9/30/2026, Area Agency on Aging, Region One, Inc. will provide the city with funding in the amounts set forth in the June 22, 2026 letter from Mary Lunn Kasunic to Ron Corbin, attached as Exhibit A and incorporated herein. Any subsequent execution of FY2027 service agreement between the City of Avondale and Area Agency on Aging, Region One, Inc. prior to 9/30/2026 will supersede this amendment.

EXCEPT PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One**

Signature and Date

Ron Corbin, City Manager

COMMUNICATION PAGE
(not an integral page of the Amendment)

7/29/2026

EMAILED TO:
elutz@avondaleaz.gov
slopez@avondaleaz.gov



EXHIBIT A

June 22, 2026

Ron Corbin
City of Avondale
11465 W. Civic Center Dr
Avondale, AZ 85323

RE: Contract #2026-07-AVO

Dear Mr. Corbin,

Below are your award amounts that coincide with the recent amendment to extend our FY2026 contract term to 9/30/2026. We appreciate your patience as we continue to work toward finalizing FY2027 funding allocations.

Service	FY2026 EXT Award
Home Delivered Meals	\$47,368
Congregate	\$39,036
Transportation	\$17,574

We recognize the critical role your organization plays in serving older adults and appreciate your continued partnership and commitment as we navigate these funding challenges together.

Please submit your operating budget as soon as possible.

Sincerely,

Mary Lynn Kasunic
President & CEO

AREA AGENCY
ON AGING
REGION ONE, INCORPORATED

MARY LYNN KASUNIC
PRESIDENT & CEO

1366 EAST THOMAS ROAD
SUITE 108
PHOENIX, AZ 85014

PHONE
(602) 264-2255

TOLL-FREE
1-888-783-7500

24-HR Senior HELP LINE
(602) 264-4357
1-888-264-2258

FAX
(602) 230-9132

WEBSITE
www.aaaphx.org

E-MAIL
answers@aaaphx.org

COUNCIL ON
ACCREDITATION



Area Agency on Aging

Benefits Assistance

Care Directions®

DOVES®

ElderVention®

Family Caregiver Support

Mosaic® Elder Refugee

Senior HELP LINE

VEHICLE LEASE AGREEMENT BETWEEN

V2027-07-AVO

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax: 623-333-0100
EIN: 866000233

DURATION OF THE AGREEMENT, FY 2026: July 1, 2026 and shall end June 30, 2027

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Kathy Flores, Contract Specialist

Erin Lutz, Senior Center Coordinator

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the current contract between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale., hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Ron Corbin, City Manager

City of Avondale ATTEST:

City Clerk

Vehicle Lease Identification Page

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2018 FORD	ESCAPE SUV - GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE-SUV - GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564
2019 FORD	STARCRAFT ALLSTAR 22 BUS	1FDEE3F68KDC12236

TERMS AND CONDITIONS

1. **CONTRACT ADMINISTRATION**

- a. **Vehicle Lease** Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. **Award Date** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.
- c. **Effective Date** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- d. **Term** The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement

2. **COMPLIANCE WITH APPLICABLE LAWS**

- a. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- b. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

3. **NOTICES**

- a. All notices shall reference the contract number.
- b. Notices under this Lease Agreement shall be made by Area Agency to the person indicated on the Contract Signature Page. Notices to Area Agency required by the Agreement shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

4. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

- a. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- b. "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

5. **ASSIGNMENT AND DELEGATION**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6. **LIENS**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7. **VISITATION, INSPECTION AND COPYING**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

8. **AUDIT**

In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the

Contractor shall produce the original of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.

9. **Termination**

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Termination of Service Contract** Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
- c. **Non-Appropriations** Contractor is obligated only to pay its obligations set forth in this agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Contractor's then current fiscal year. The Contractor's obligations under this agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Contractor concerning budgeted purposes and appropriation of funds. Should Contractor elect not to appropriate and budget funds to pay its agreement obligations, this agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Contractor shall be relieved of any subsequent obligation under this agreement. The parties agree that Contractor has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this agreement in any budget in any fiscal year other than the fiscal year in which this agreement is executed and delivered. Contractor shall be the sole judge and authority in determining the availability of funds for its obligations under this agreement. The obligation of Contractor to make any payment pursuant to this agreement is not a general obligation or indebtedness of Contractor. Area Agency hereby waives any and all rights to bring any claim against Contractor for or relating in any way to Contractor's termination of this Agreement pursuant to this Section 1(j)(iii).
- d. **Cancellation for Conflict of Interest** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- e. **Gratuities** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- f. **Suspension or Debarment** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency
- g. **Termination for Convenience** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least thirty (30) days written notice to the Area Agency President/CEO.
- h. **Termination for Default**
 - i. In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the

termination and the reasons for it to the Contractor.

- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.
- iii. The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

- i. **Continuation of Performance Through Termination** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- j. **Termination for Any Reason**

- i. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- ii. In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

10. **RETURN OF VEHICLE(S)**

Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles, normal wear and tear excepted, as follows

- a. Vehicles shall be in operating condition per all city, state, federal laws and standards.
- b. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
- c. Vehicles may not have body or interior damage without written approval from Area Agency
- d. The condition the vehicles were received in will be considered when determining the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
- e. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.
- f. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019, and thereafter and will be included in our Vehicle Leases between Contractor and the Area Agency on Aging.
 - i. Reason for the return request.
 - ii. Photos of the interior and exterior of the vehicle.
 - iii. The vehicle must be clean inside and out which includes the vehicle's interior upholstery.
 - iv. Current Mileage.
 - v. Maintenance records for the previous twelve months which includes a list of any large repairs made to the vehicle by your organization.

11. **NON-DISCRIMINATION**

- a. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- b. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

12. **INDEMNIFICATION**

- a. **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence,
- b. **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- c. **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- d. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- e. **Indemnification Clause** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

13. **INSURANCE REQUIREMENTS**

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

c. **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

d. **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$3,000,000 (ALTCS) / \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

- Workers' Compensation Statutory
- Employers' Liability

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

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

g. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

h. Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

i. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- i. The contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- ii. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- iii. Required Agencies:
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Banner University Family Plan
 - ✓ UnitedHealthcare Community Plan
 - ✓ Mercy Care Plan

j. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract,

Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

k. **Acceptability of Insurers**

- i. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- ii. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

l. **Verification of Coverage**

- i. Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- ii. All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- iii. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- iv. All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

m. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

n. **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

o. **Exceptions**

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

14. **VEHICLE SERVICES AND OPERATIONS**

- a. **Services** This Vehicle Lease Agreement, the terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
- b. **Facility(s)** Services are limited to the sites as identified in the Service Contract Facility Location page.

c. **Vehicle Operation and Maintenance**

i. **Liabilities**

1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.

- ii. **Operation Expenses** The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

- iii. **Maintenance** Contractor is responsible to:

1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
4. Clean the vehicle regularly.
5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.

- iv. **Alterations of Vehicle** Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.

- v. **Accidents / Damage** In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

- d. **Personnel Requirements** Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:

- i. All equipment operators will have a valid Arizona driver's license, a copy which will be on file with the Contractor, and which may subject to inspection by the Area Agency. If a CDL (Commercial Driver's License) is required for equipment operation it will also be required to be on file for inspection.
- ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
- iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.

- e. **Evaluation & Monitoring**: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

f. **Reporting Requirements**

- i. **Semi-Annual Maintenance Report** Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
- ii. **Accidents / Damage**
 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 2. submit a written report of the incident to the Area Agency within three (3) days; and
 3. submit other documentation, reports, evidence as required or requested by Area Agency.

COMMUNICATION PAGE
(not an integral page of the Contract)

6/26/2026

slopez@avondaleaz.gov

elutz@avondaleaz.gov

ITEM NUMBER: 3.d.

SUBJECT: Acceptance of Waiver of Setbacks for Noise, Odor and Aesthetics from Vulcan Lands, Inc.

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

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

PURPOSE:

City Council will consider a request to approve the acceptance of a Waiver of Setbacks for Noise, Odor and Aesthetics from Vulcan Lands, Inc., and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Staff has finalized plans for the expansion of the Charles W. Wolf Water Reclamation Facility (Project U0219). The project will increase the facility's average maximum daily treatment capacity from 9 million gallons per day (MGD) to 12 MGD to accommodate flows associated with anticipated growth.

Major project components include capacity expansions; upgrades to headworks equipment, which handles the initial removal of debris and grit; instrumentation and electrical improvements; enhancements to secondary treatment processes; odor control improvements; disinfection upgrades; solids handling system improvements; and other related plant process upgrades necessary to meet the 12 MGD capacity demand.

To facilitate construction of the project, the City has obtained a "Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks" from several adjacent property owners. City Council previously adopted Ordinances 2029-0725, 2030-0725, and 2045-1225 accepting easement donations from Brookfield Lakin, LLC, Thomas Title and Escrow, LLC, and Tolleson Union High School District, respectively. In addition, the owners of Three Rivers Ranch Parcels 4 and 5 intend to dedicate the easements through an amended plat.

Vulcan Lands, Inc., has agreed to grant a Waiver of Setbacks for Noise, Odor and Aesthetics in lieu of an easement along its property identified as Assessor's Parcel Number 500-77-003G. Staff recommends

acceptance of the waiver.

DISCUSSION:

The waiver applies to an area totaling 26.70 acres.

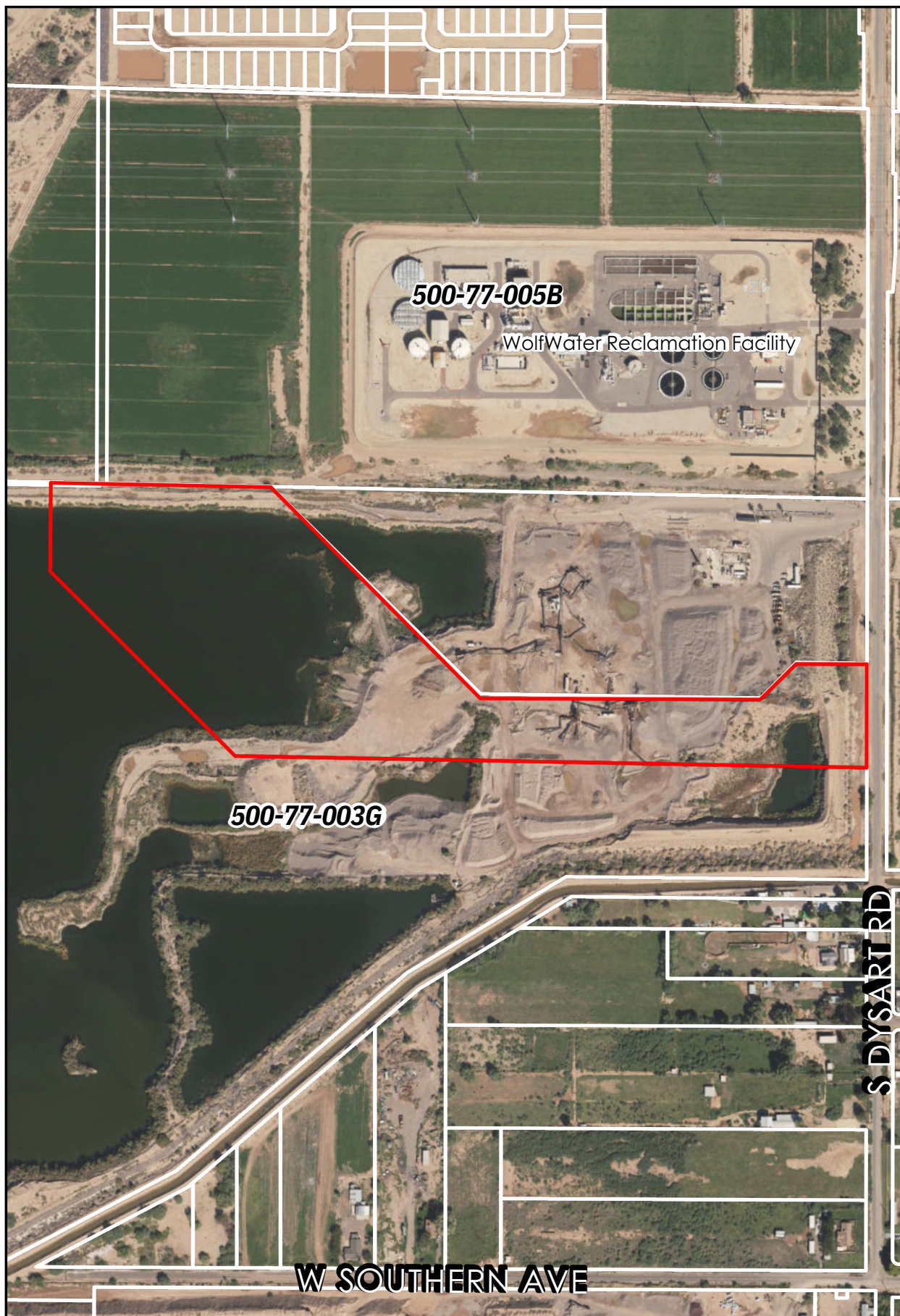
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve the acceptance of a Waiver of Setbacks for Noise, Odor and Aesthetics from Vulcan Lands, Inc., and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Waiver of Setbacks for Noise, Odor and Aesthetics



— Subject Area

Not to Scale

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 0 DEGREES 06 MINUTES 19 SECONDS WEST, PER THE RECORD OF SURVEY, BOOK 694, PAGE 38, OFFICIAL RECORDS OF MARICOPA COUNTY, A DISTANCE OF 2594.68 FEET AND THE BASIS OF BEARING HEREIN;

THENCE NORTH 0 DEGREES 06 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1704.37 FEET;

THENCE NORTH 88 DEGREES 56 MINUTES 22 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DYSART ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 56 MINUTES 22 SECONDS WEST A DISTANCE OF 2094.58 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 651.28 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE CONTINUING NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 214.91 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 24 SECONDS EAST A DISTANCE OF 294.34 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE SOUTH 88 DEGREES 49 MINUTES 42 SECONDS EAST A DISTANCE OF 151.71 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 578.00 FEET TO A POINT ON AN EXISTING ODOR ENCROACHMENT EASEMENT, DOCUMENT 19910541843, OFFICIAL RECORDS OF MARICOPA COUNTY;

(CONTINUED ON NEXT SHEET)



EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	02/10/2025
SCALE:	NTS	SHEET	1 OF 3

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

THENCE ALONG THE SOUTH SIDE OF SAID ODOR ENCROACHMENT EASEMENT THE FOLLOWING FOUR COURSES:

SOUTH 44 DEGREES 44 MINUTES 28 SECONDS EAST A DISTANCE OF 986.38 FEET;

SOUTH 89 DEGREES 44 MINUTES 28 SECONDS EAST A DISTANCE OF 928.31 FEET;

NORTH 45 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 168.29 FEET;

SOUTH 89 DEGREES 44 MINUTES 28 SECONDS EAST DISTANCE OF 233.89 FEET TO A POINT ON THE WEST LINE OF SAID RIGHT-OF-WAY;

THENCE SOUTH 0 DEGREES 06 MINUTES 19 SECONDS WEST A DISTANCE OF 343.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.70 ACRES MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE
MADE A PART HERETO.



EXHIBIT "A"
NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	02/10/2025
SCALE:	NTS	SHEET	2 OF 3

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
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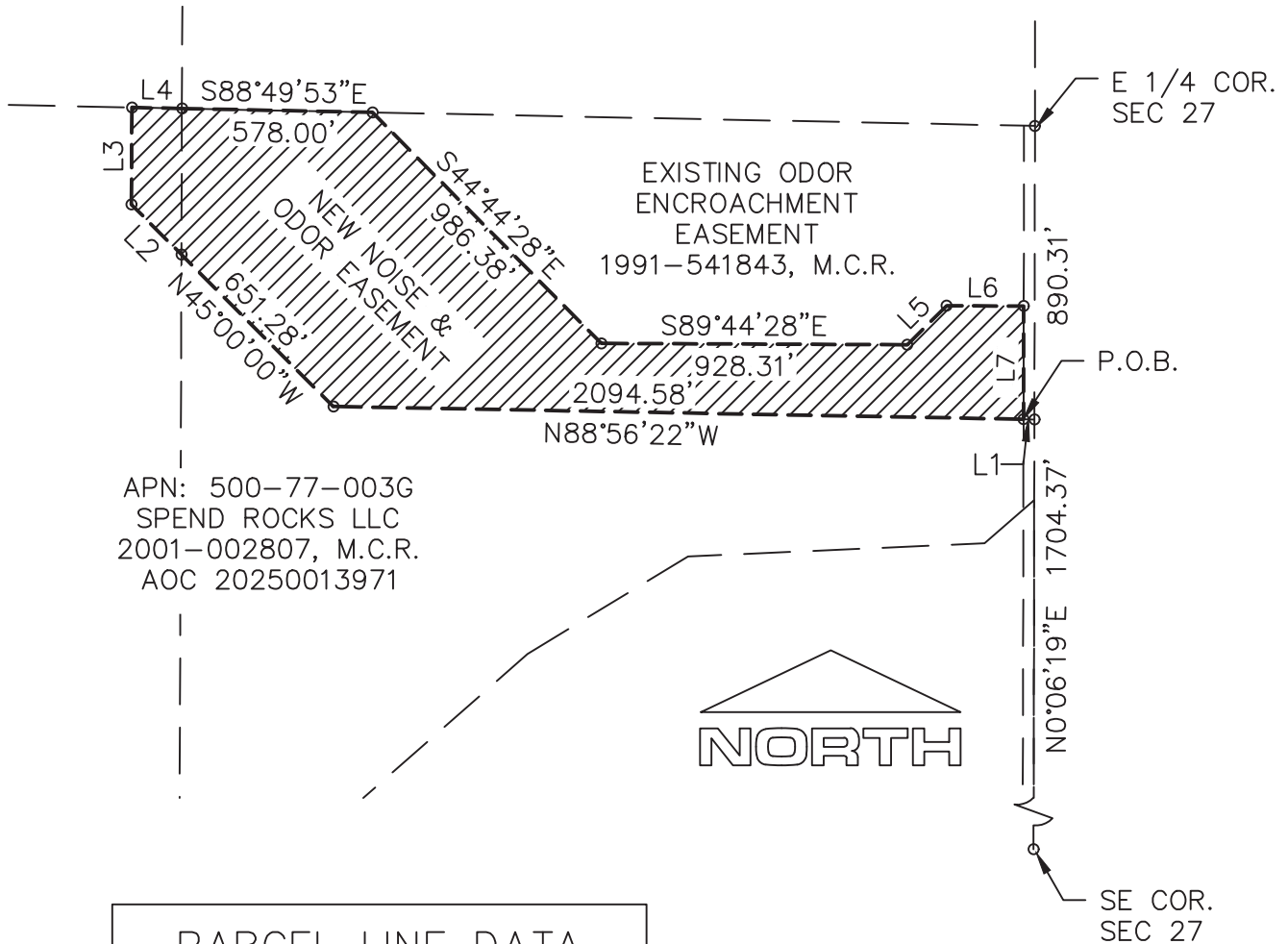


EXHIBIT "A"

NEW NOISE AND ODOR EASEMENT

DRAWN:	KOS	JOB NO:	24131
CHECKED:	JVS	DATE:	02/10/2025
SCALE:	NTS	SHEET	3 OF 3

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

ITEM NUMBER: 3.e.

SUBJECT: Ordinance 2030-0826 – Granting of an Irrigation Easement to Salt River Project Agricultural Improvement and Power District

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2030-0826 authorizing granting an irrigation easement to the Salt River Project Agricultural Improvement and Power District (SRP) along the northeast corner of 119th Avenue and Corporate Drive as it relates to the FUZE/FLATZ development and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

FUZE 623 and FLATZ 623 is a ±69.83-acre development consisting of multifamily residential and commercial uses. On October 9, 2023, City Council approved the final plat for the development, which was subsequently recorded in Book of Maps 1765, Page 17, with the Maricopa County Recorder's Office. As part of the development, the developer is required to construct off-site street improvements along 119th Avenue, Van Buren Street, Corporate Drive, and 117th Avenue.

As part of the required improvements, Corporate Drive was extended from 117th Avenue to 119th Avenue. The roadway extension resulted in an existing SRP irrigation headwall, located at the northeast corner of 119th Avenue and Corporate Drive, being located within the proposed roadway alignment. To accommodate the roadway improvements, the developer coordinated with SRP to extend the existing irrigation pipe and relocate the headwall north of Corporate Drive.

As a result of the relocation, SRP is requesting an irrigation easement within City right-of-way to accommodate and maintain the relocated irrigation facilities. Staff has reviewed the request and concurs with the proposed easement.

DISCUSSION:

An irrigation easement containing 799 square feet will be granted to SRP.

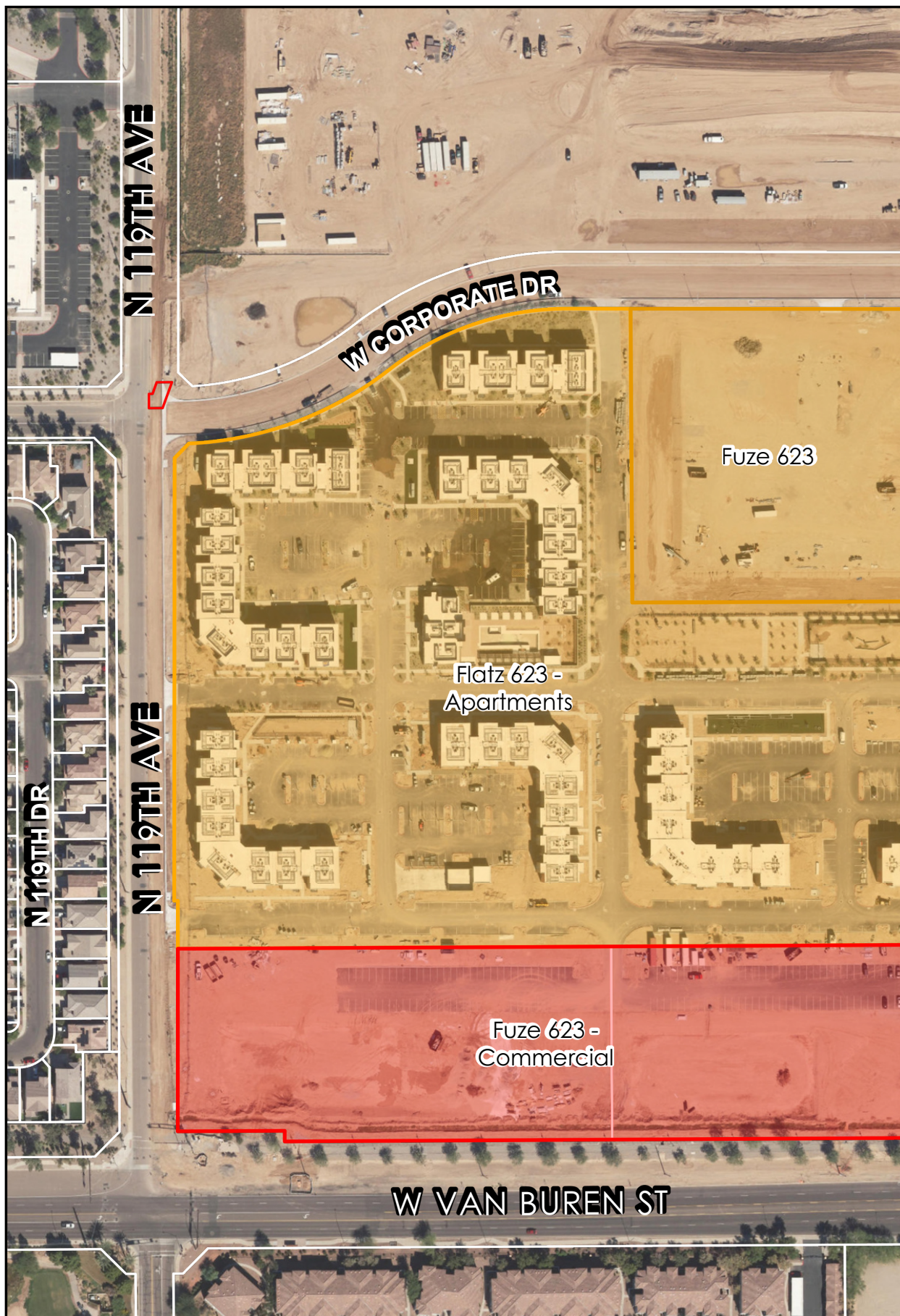
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing granting an irrigation easement to the Salt River Project Agricultural Improvement and Power District (SRP) along the northeast corner of 119th Avenue and Corporate Drive as it relates to the FUZE/FLATZ development and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Irrigation Easement



— Irrigation Easement

Not to Scale



ORDINANCE NO. 2030-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER
PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property generally located along the northeast corner of 119th Avenue and Corporate Drive, as described in the easement form attached hereto as part of Exhibit A.

SECTION 2. 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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 24, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2030-0826

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
119th Ave and Corporate Dr
SE ¼, SEC. 1, T1N, R1W

Agt. Heather Chubinsky
Job #LJ104770 / 2300546
W: HCC C: JEP
R/W #1319

KNOW ALL MEN BY THESE PRESENTS:

CITY OF AVONDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit "B".

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"
LEGAL DESCRIPTION

SALT RIVER PROJECT AGRICULTURE IMPROVEMENT AND POWER DISTRICT
119TH AVENUE RIGHT OF WAY
SRP JOB NUMBER 2300546
PREPARED BY CHAD HUBER
DATE: AUGUST 4, 2025

AN EASEMENT WITHIN A PORTION OF 119TH AVENUE RIGHT OF WAY AS SHOWN IN BOOK 1765 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA AND LYING WITHIN A PORTION OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE CENTER OF SAID SECTION 1, SAID POINT BEING MARKED BY A REBAR AND CAP LS NO. 60697, BEARS NORTH 00 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 2646.78 FEET (BASIS OF BEARINGS);

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, NORTH 00 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 1117.11 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 4.98 FEET;

THENCE NORTH 20 DEGREES 00 MINUTES 25 SECONDS EAST, A DISTANCE OF 17.24 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, A DISTANCE OF 21.34 FEET;

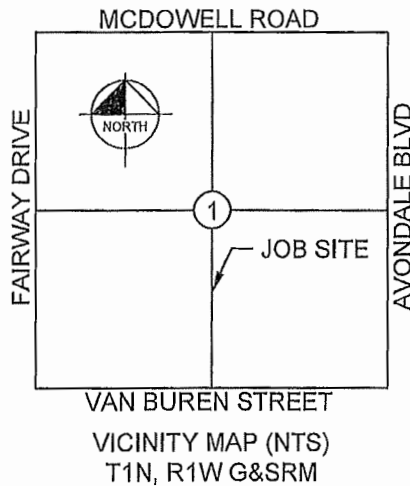
THENCE SOUTH 20 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 38.61 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS WEST, A DISTANCE OF 19.03 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 799 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.



EXHIBIT A



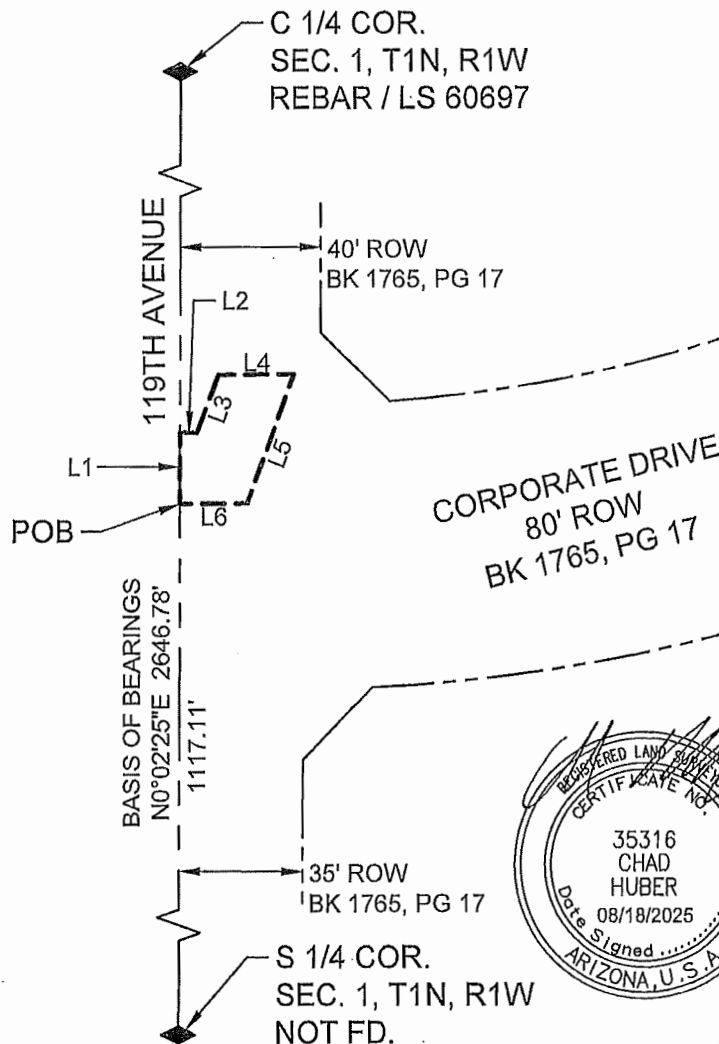
LINE TABLE

L1 = N0°02'25"E 20.00'
 L2 = N89°42'13"E 4.98'
 L3 = N20°00'25"E 17.24'
 L4 = N89°35'39"E 21.34'
 L5 = S20°00'25"W 38.61'
 L6 = S89°42'13"W 19.03'

THIS EXHIBIT WAS PREPARED USING
 RECORD INFORMATION FROM BOOK
 1765 OF MAPS, PAGE 17, MCR.

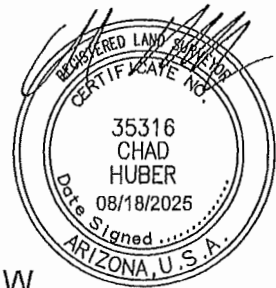
LEGEND

- ◆ SECTION CORNER AS NOTED
- ◆ QUARTER CORNER AS NOTED
- EASEMENT AREA
- SECTION LINE



ABBREVIATION TABLE

BCHH BRASS CAP IN HAND HOLE
 MCR MARICOPA COUNTY RECORDER
 NTS NOT TO SCALE
 G&SRM GILA AND SALT RIVER MERIDIAN
 ROW RIGHT OF WAY



NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY SURVEY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT
 AGRICULTURE IMPROVEMENT & POWER DISTRICT

Kimley»Horn

SRP JOB NUMBER: 2300546
 AMP W/O NUMBER:
 AGENT:
 DRAWN: KEG
 CHECKED BY: CWH
 DATE: 8-4-25

SCALE: 1" = 50'
 SHEET: 2 OF 2
 SHEET SIZE: 8.5" X 11"
 REVISION:
 CREW CHIEF:
 FIELD DATE:

FUZE 623 & FLATZ 623
 SECTION 1, T.1N., R.1W.
 MARICOPA COUNTY, AZ

EXHIBIT B

(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE

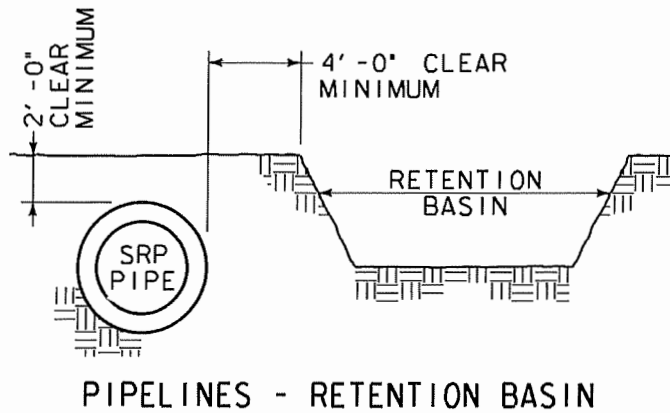
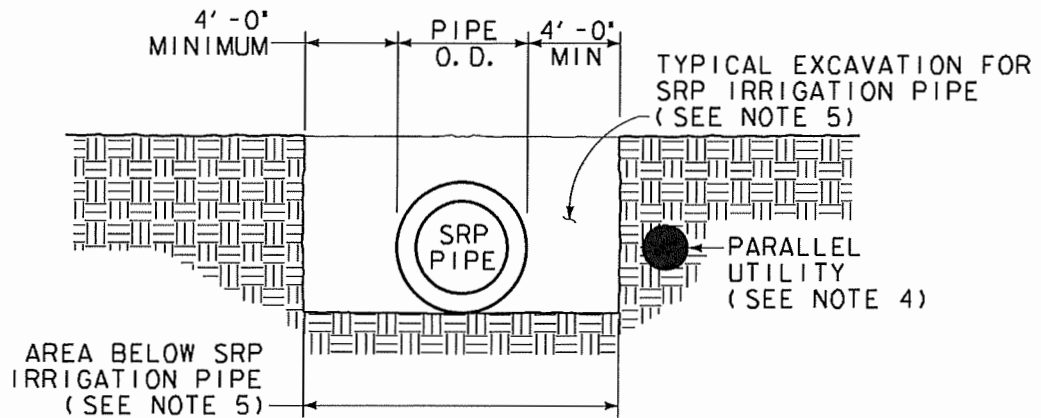
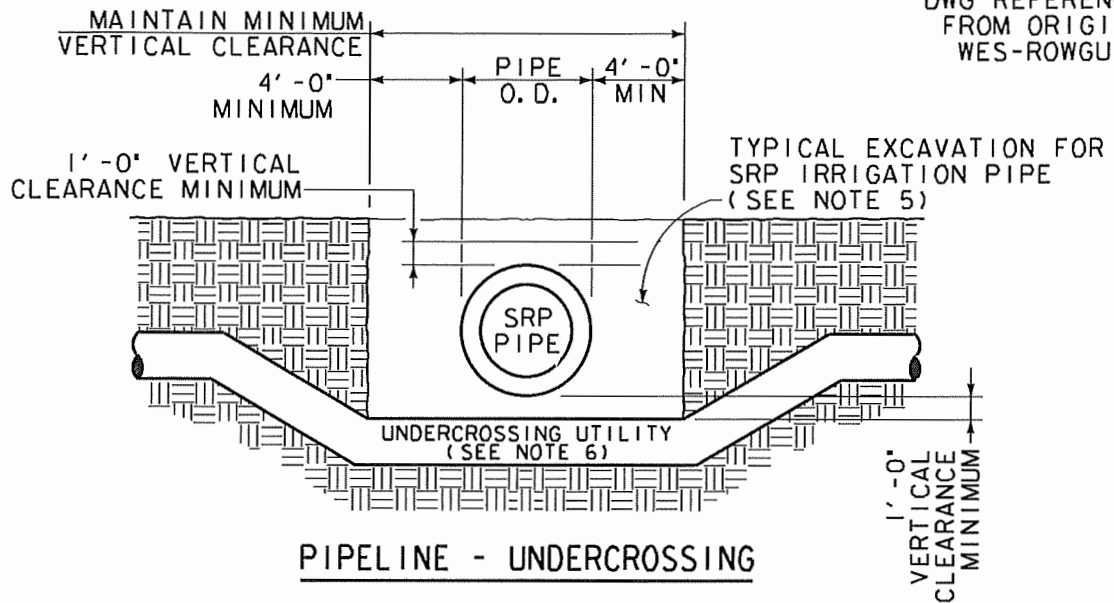
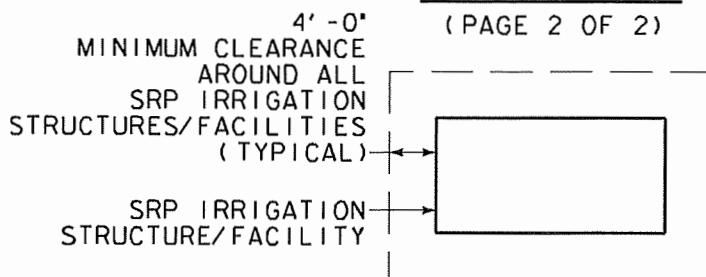


EXHIBIT B

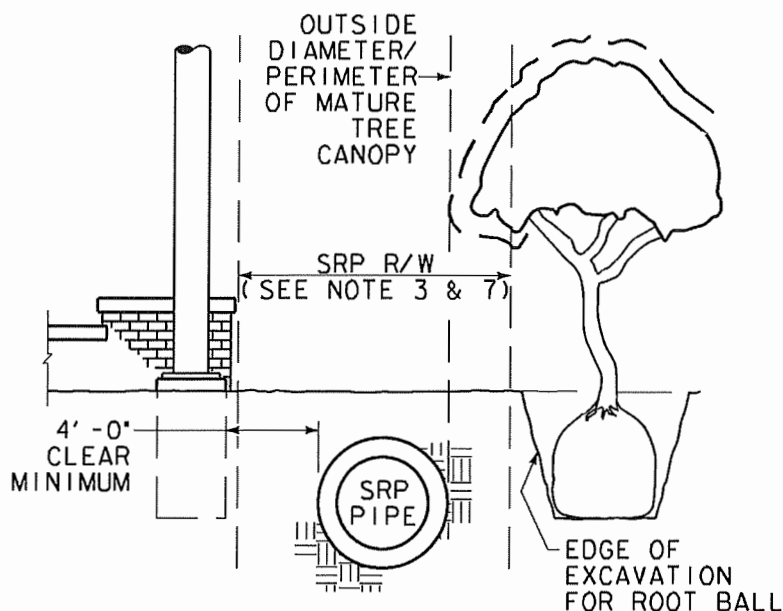
(PAGE 2 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



NOTES

PIPELINES - LANDSCAPING

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4'-0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
6. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATION PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3" IN CONDUIT AS LONG AS THE 1'-0" CLEARANCE OVER THE PIPE IS MET.
7. REQUESTS TO INSTALL TREE PLANTERS CAN OCCUR ANYWHERE WITHIN THE SRP R/W LIMITS AND ARE REVIEWED ON A CASE-BY-CASE BASIS.

ITEM NUMBER: 3.f.

SUBJECT: Ordinance 2031-0826 – Reservation of a Utility Easement and Abandonment of a Portion of 111th Avenue Right-of-Way

MEETING DATE: 8/24/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2031-0826 authorizing the reservation of a utility easement and the abandonment of a portion of 111th Avenue right-of-way generally located south of 4th Street and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

111th Avenue was platted and dedicated for public use per a map titled “Cashion Park” as recorded in Book of Maps 70, Page 37, with the Maricopa County Recorder’s Office. SW Gas currently maintains an existing 1 ½” steel main within the right-of-way along the east side of 111th Avenue.

On May 5, 1989, the City acquired the property located at 11043 W. 4th Street (Assessor’s Parcel Number 101-17-162). The City planned to purchase the southern adjacent property at 11044 W. Cocopah Street for the development of a neighborhood pocket park. However, restrictive covenants for the Cashion Park subdivision limit the use of the lots to single-family residential dwellings, preventing development for a park.

As an alternative, the City intends to sell or donate the property to a nonprofit organization for the development of affordable housing. To facilitate that development, the City proposes to abandon a portion of 111th Avenue right-of-way to increase the size of the lot. However, because the SW Gas infrastructure is located within the area proposed for abandonment, a utility easement must first be reserved to protect the infrastructure.

DISCUSSION:

Staff wishes to reserve a 10-foot utility easement containing 990 square feet for the benefit of SW Gas. The

proposed right-of-way abandonment encompasses 2,542 square feet and, upon completion of the abandonment, will merge with the adjacent City-owned parcel.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the reservation of a utility easement and the abandonment of a portion of 111th Avenue right-of-way generally located south of 4th Street and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



W 3RD ST

W PIMA ST

S 11TH AVE

W 4TH ST

101-17-162

W COCOPAH ST

111th Ave ROW Abandonment



— Legal Description

Not to Scale





SW Gas Easement



— Legal Description

Not to Scale



ORDINANCE NO. 2031-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RESERVING AN EXISTING UTILITY EASEMENT WITHIN A PUBLIC RIGHT-OF-WAY; ABANDONING THE REMAINING PORTION OF SAID RIGHT-OF-WAY; AND CONVEYING THE ABANDONED RIGHT-OF-WAY TO AN ADJACENT CITY-OWNED PARCEL FOR OTHER PUBLIC USE.

WHEREAS, the City of Avondale (the “City”) is the owner of right-of-way over certain real property situated within Maricopa County, Arizona, currently designated as 111th Avenue, generally located south of West 4th Street and east of South Avondale Boulevard in Avondale (the “Right-of-Way”); and

WHEREAS, an existing ± 10 ft. wide utility easement within a portion of the Right-of-Way, located between West 4th Street and West Cocopah Street, was granted for the benefit of Southwest Gas Corporation as more particularly depicted and described in Exhibit 1 (the “Reserved Utility Easement”) attached hereto and incorporated herein by reference; and

WHEREAS, the Reserved Utility Easement is necessary for the continued operation, access, maintenance, repair, replacement, and upgrade of existing and future public utility infrastructure, and preservation of the Reserved Utility Easement is in the public interest; and

WHEREAS, the City owns the parcel adjacent to the Right-of-Way and is identified as Maricopa County Assessor’s Parcel No. 101-17-162 (the “Adjacent City Parcel”); and

WHEREAS, subject to the reservation of the Reserved Utility Easement, the City has determined that the remaining portion of the Right-of-Way, approximately, ± 0.06 acres is unnecessary for use as right-of-way and it is in the best interest of the City to abandon such remaining portion and to convey it to the Adjacent City Parcel, to promote efficient land use and City purposes; and

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City to dispose of its acquired property as the City’s interests may require; and

WHEREAS, the City is authorized to vacate and abandon rights-of-way pursuant to ARIZ. REV. STAT. §§ 9-240(B)(3)(e) and 28-7205.

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

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

SECTION 2. The Reserved Utility Easement, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated by reference, is hereby reserved by the City for itself and the benefit of Southwest Gas Corporation, and the public and private utilities authorized to operate within by the City.

SECTION 3. Subject to and expressly excluding the Reserved Utility Easement, the City hereby abandons and vacates the remaining portion of the Right-of-Way, approximately $\pm$ 0.06 acres (the “Abandoned Right-of-Way”) as depicted and legally described in Exhibit 2 attached hereto and incorporated herein by reference.

SECTION 4. Upon adoption of this Ordinance, title to the Abandoned Right-of-Way hereby vests in the City, as owner of the Adjacent City Parcel, and is merged with and shall become a part of the Adjacent City Parcel.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 24, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2031-0826

[Reserved Utility Easement]

See following pages.

EXHIBIT "A"
Southwest Gas Corporation
LRS# 23264

A Parcel of Land lying within the Right of Way of S. 111th Avenue (Presently 65' wide) and situated in the Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4) of Section Eighteen (18), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, City of Avondale, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of 111th Avenue and Durango Street also being the Center of Section 18;

THENCE along the west line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 18, North 00° 08' 57" West, a distance of 1,203.88 feet;

THENCE departing said west line North 89° 51' 03" East, a distance of 51.90 feet to a point on the projected south property line of Lot 77 as shown on a plat for Cashion Park Recorded in Book 70 at Page 37, Official Records of Maricopa County, Arizona, also being the **Point of Beginning**;

Thence departing said projected south property line, North 00° 08' 57" West a distance of 99.05 feet to a point on the projected south right of way line of 4th Street;

THENCE along said projected south right-of-way line South 89° 47' 44" East a distance of 10.00 feet;

THENCE departing said projected south right-of-way line South 00° 08' 57" East a distance of 99.05 feet to the projected south property line of said Lot 77;

THENCE along said projected south property line North 89° 47' 57" West a distance of 10.00 feet to the **Point of Beginning**;

Containing 990 S.F. or 0.02 acres more or less

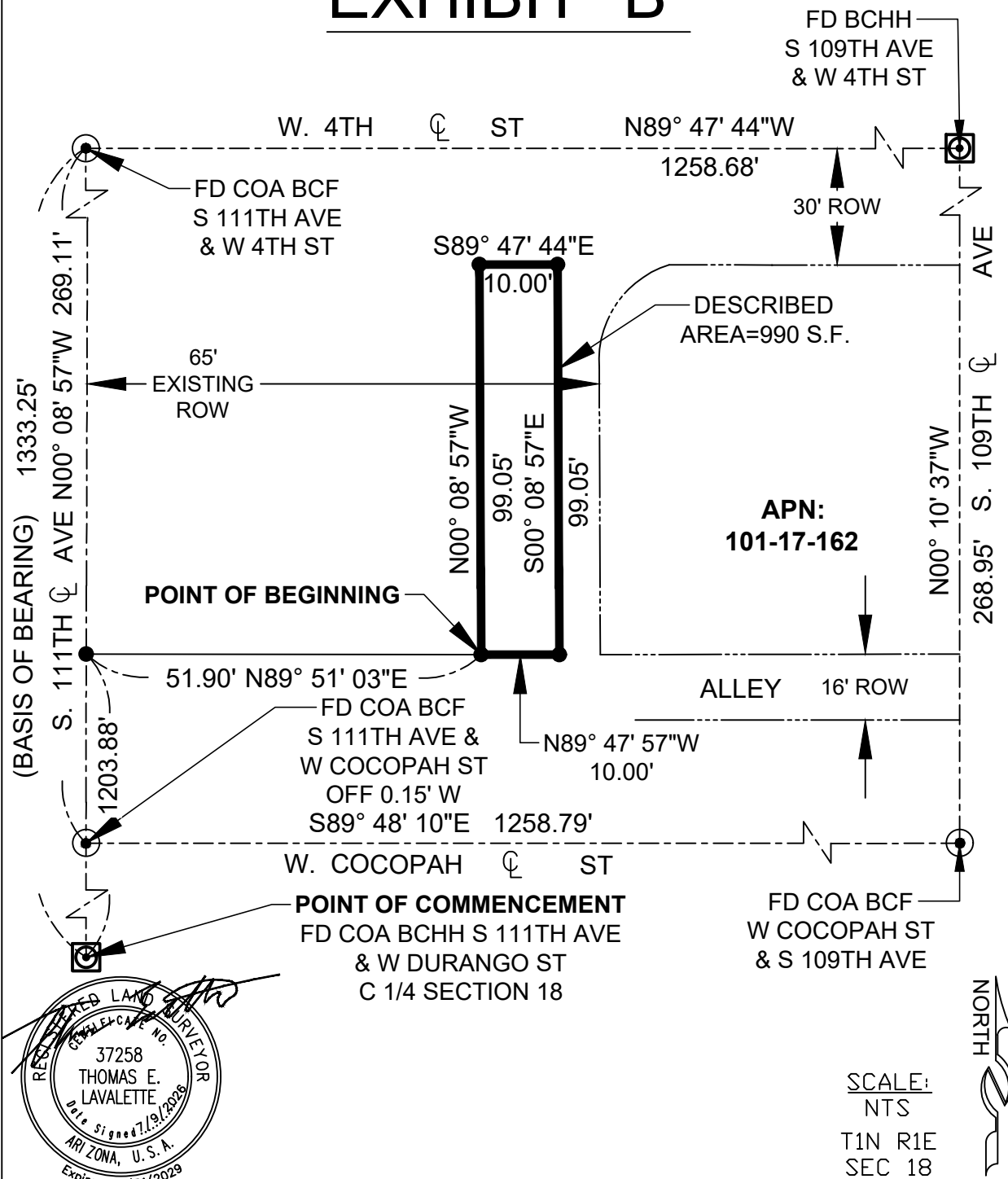
Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com



Basis of Bearings

Grid North based upon Arizona State Plane coordinate system, Central Zone, NAD 83, the bearing equation for this project is the centerline of S. 111th Avenue and the west line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 18, Township 1 North, Range 1 East, Gila & Salt River Meridian, having a bearing of North 00° 08' 57" West, also having a bearing of North 00° 17' 00" West as shown on a plat entitled "Cashion Acres Unit 2, recorded in Book 81 at Page 39, Official Records of Maricopa County, Arizona.

EXHIBIT "B"



ENGINEERING ALLIANCE, INC	SOUTHWEST GAS CORPORATION CITY OF AVONDALE SECTION 18, T1N, R1E, G&SRM, MARICOPA COUNTY, ARIZONA	EXHIBIT 'B'
SOUTHWEST GAS		SHEET 1 OF 1
LRS# 22249		7-9-2026
		DRAWN BY BL
		CHECKED BY: TL

EXHIBIT 2
TO
ORDINANCE NO. 2031-0826

[Abandoned Right-of-Way]

See following pages.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of 111th Avenue and Durango Street also being the Center of Section 18 from which a found brass cap in a hand hole at the North Quarter of said Section 6, at the intersection of Buckeye Road and 111th Avenue, bears North 00°08'57" West, a distance of 2,660.48 feet;

THENCE, North 00 degrees 08 minutes 57 seconds West, a distance of 1,203.95 feet to a point on 111th Avenue;

THENCE departing said line North 89 degrees 51 minutes 03 seconds East, a distance of 40.00 feet to the **Point of Beginning**;

Thence North 00 degrees 08 minutes 57 seconds West a distance of 89.05 feet to the beginning of a Clockwise curve, having a Radius of 10.00 feet and whose Center bears South 89 degrees 47 minutes 44 seconds East from the last described point;

THENCE Northeasterly along the arc of said Curve, through a Central Angle of 89 degrees 38 minutes 47 seconds, With an Arc Length of 15.65 feet;

THENCE South 89 degrees 47 minutes 44 seconds East a distance of 35.00 feet to the beginning of a Counter-Clockwise non-tangent curve, having a Radius of 20.00 feet and whose Center bears South 00 degrees 08 minutes 57 seconds East from the last described point;

THENCE Southwesterly along the arc of said Curve, through a Central Angle of 89 degrees 38 minutes 47 seconds, With an Arc Length of 31.29 feet;

THENCE South 00 degrees 08 minutes 57 seconds East a distance of 79.05 feet;

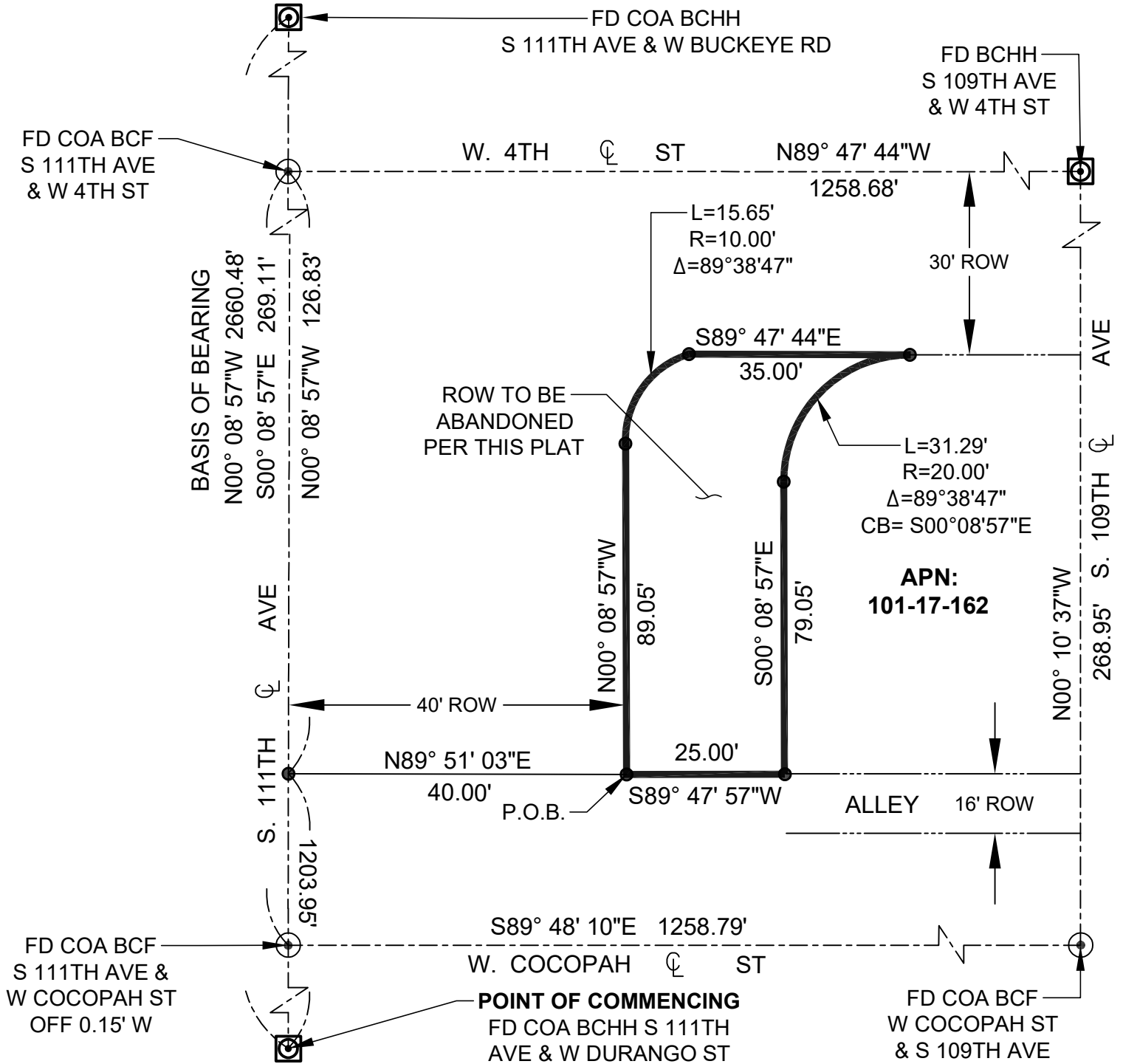
THENCE North 89 degrees 47 minutes 57 seconds West a distance of 25.00 feet to the **Point of Beginning**;

Containing 2542 sqft or 0.06 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com



EXHIBIT "A"



SCALE:
NTS

T1N R1E



ENGINEERING ALLIANCE
INC

PROJECT: 2025-M-065	
DATE: 2-05-2026	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.

TITLE:

RIGHT OF WAY
ABANDONMENT

SHEET NO: 1 OF 1