



City of Avondale

City Council Online Meeting

Monday, May 18, 2020

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/3083557784>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 308 355 7784)



City Council Online Meeting Notice & Agenda Monday, May 18, 2020

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WORK SESSION

Convene immediately following the 5:45 PM CFD Board Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. CIVIC CENTER CAMPUS EXPANSION DESIGN

The City has contracted with Architekton Inc. to design a new 2-story office building on the Civic Center Campus to expand staff offices and build a conference center. Architekton is in the preliminary design phase. Staff will present the conceptual site plan, floor plan, and architectural renderings to the City Council and request feedback.

3. ADJOURNMENT

Unscheduled public appearances will not be permitted at this meeting as City Council will be participating through an online conference call. Members of the public may listen to the discussions by joining the meeting online at <https://avondaleaz.zoom.us/j/3083557784>.

REGULAR MEETING
Convene immediately following the Work Session

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

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

a. MINUTES

City Council will consider a request to approve the April 6, 2020 City Council Meeting Minutes. The Council will take the appropriate action.

b. APPOINTMENTS AND REAPPOINTMENTS OF MEMBERS TO THE CITY'S BOARDS AND COMMISSIONS

City Council will consider a request to approve appointment's of members of the City's boards and commissions. The Council will take appropriate action.

c. WATER STORAGE AGREEMENT - CENTRAL ARIZONA WATER CONSERVATION DISTRICT - AGUA FRIA RECHARGE PROJECT

City Council will consider a request to approve an Agreement for Storage of Water at the Agua Fria Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. WATER STORAGE AGREEMENT - CENTRAL ARIZONA WATER CONSERVATION DISTRICT - HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT

City Council will consider a request to approve an Agreement for Storage of Water at the Hieroglyphic Mountains Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1029-0520 – INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION - STREET SWEEPER PROCUREMENT

City Council will consider a request to adopt Resolution 1029-0520 authorizing an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the procurement of a PM-10 Certified Street Sweeper and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

f. RESOLUTIONS 1030-0520 AND 1031-0520 – ROOSEVELT PARK II PHASE 2 MAINTENANCE IMPROVEMENT DISTRICT

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1030-0520 declaring its intention to form the City of Avondale Maintenance Improvement District No. 20, Roosevelt Park II Phase 2, providing for the assessment, and Resolution 1031-0520 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

g. FINAL PLAT – ROOSEVELT PARK II PHASE 2 - APPLICATION PL-20-0005

City Council will consider a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Final Plat for Roosevelt Park II Phase 2, approximately 27.33 gross acres (25.77 net acres) located at the northeast corner of Van Buren Street and 111th Avenue. Consistent with the Preliminary Plat approved by City Council in December 2019, the proposed Final Plat will create 147 single-family residential lots, 17 common area open space/landscaping tracts, and a tract to accommodate private streets within Phase 2, and dedicate easements as needed to serve the future development. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

h. ORDINANCE 2014-0520 - GRANTING AN EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY - ELECTRIC VEHICLE CHARGING STATIONS

City Council will consider a request to adopt Ordinance 2014-0520 authorizing the dedication of an utility easement to Arizona Public Service for the purpose of installing electrical lines and other related appurtenances for electric vehicle charging stations at the Municipal Operations Service Center (MOSC), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2015-0520 ABANDONMENT OF AN EASEMENT FOR HIGHWAY PURPOSES

City Council will consider a request to adopt Ordinance 2015-0520 authorizing the abandonment of an easement for highway purposes generally located north of Van Buren Street and east of Dysart Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

3. REGULAR AGENDA

a. RESOLUTION 1032-0520 - ADOPTION OF THE FISCAL YEAR 2021 TENTATIVE BUDGET

City Council will consider a request to adopt Resolution 1032-0520 setting forth the fiscal year 2021 tentative budget and establishing the City's annual expenditure limitation. The Council will take appropriate action.

4. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 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. 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 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Civic Center Campus Expansion Design

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

The City has contracted with Architekton Inc. to design a new 2-story office building on the Civic Center Campus to expand staff offices and build a conference center. Architekton is in the preliminary design phase. Staff will present the conceptual site plan, floor plan, and architectural renderings to the City Council and request feedback.

BACKGROUND:

As the City continues to grow and expand services, the Civic Center campus must also grow to accommodate the demand. Apart from the Police, Library, and Court buildings, there are two office buildings on the Civic Center campus; City Hall and the adjacent city-owned building which is leased to commercial tenants, and its most notable tenant, Phoenix Raceway. City Hall is fully occupied, as is the "Phoenix Raceway Building" resulting in an immediate need for additional office space for staff as well as space for large gatherings, conferences, etc.

The City hired Abacus to conduct a campus space plan which was completed in December. The space plan is meant to be used as a long term tool as staffing needs change and the City continues to grow. Short term goals identified in the plan recommend the relocation of certain departments to the new building, Information Technology relocate to the Phoenix Raceway Building to allow additional space for the Finance Department, Fire Administration relocate to City Hall, etc.

In January, 2020 the City commenced the design of the Civic Center campus expansion building referred to as the "Civic Center Annex" which is phase one of the Space Plan. Phase one includes the relocation of certain City services to the new Civic Center Annex building to include the Mayor and Council, City Manager's Office, Economic Development, City Attorney's Office, Marketing and Public Relations, and the City's first Destination Marketing Office (DMO). In addition a new 200 seat Conference Center will be built on the first floor.

The original site chosen for the new building was located at the northeast corner of Jefferson Street and Avondale Blvd. During the preliminary feasibility process the site was determined to be too small for the 23,350 S.F. office building and limited the number of required parking spaces. Therefore, the site has been relocated to the south side of Jefferson Street. The new site offers more benefits to the public, will allow for landscape features, public art, NASCAR events, and additional office and meeting space.

DISCUSSION:

As the design team commenced in January a set of criteria was immediately established to set the expectations and provide clear direction to the architectural team. Staff identified the following elements be captured on the site and in the building:

Forward Thinking - Setting the vision for future growth and economic development.

Place Making - Capitalizing on the existing assets of the Civic Center campus, take advantage of the views of the Estrella Mountains, and establish an impressive, bold, and memorable image.

User Experience - Establishing a comfortable and welcoming environment, utilize low impact design with a strong connection to nature.

Culture- Build on Avondale's history as a community that promotes commerce, family, and diversity.

Function - Create an integration of public and private space with adaptability and opportunities for future growth.

The proposed design captures the elements above and also provides the needed space for enhanced City services. The design and floor plan keep economic development at the forefront as the location for the executive conference room on the second floor provides opportunities for guests and business prospects to view the vast array of growth opportunities in the southern area of the City. The lobby area provides a welcoming space for visitors and new businesses. The Marketing and Public Relations Department and the proposed DMO is strategically located off of the lobby for easy access to public and marketing the City.

The proposed 200 seat conference area will also provide opportunities to hold City events such as State of the City or Phoenix Raceway/NASCAR events, as the design will provide open access to the courtyard and patio area.

The second floor groups the four departments together in individual suites with Mayor and Council and the City Manager's office adjacent in individual suites and the Economic Development and the Attorney's office each in a suite with a shared copy room and conference room.

Materials identified within the architecture include the use of weathered metal and masonry to blend with the campus while giving the building an opportunity to stand out as a corner stone and pillar of economic development opportunities in the City. The project is scheduled for completion by Spring 2022.

BUDGET IMPACT:

Funding for the project is identified in the Capital Improvement Program in the amount of \$13,266,438 combined between FY2020 and FY2021.

RECOMMENDATION:

Staff recommends that the City Council provide feedback to the design team on the following areas:

Floor Plan
Site Design
Building Elevations

CITY COUNCIL SD PRESENTATION

AVONDALE CIVIC CENTER ANNEX OFFICE BUILDING



18
M A Y SCHEMATIC



PRECEPTS

PROJECTPRECEPTS



FORWARD THINKING

Setting the vision for future growth and economic development by promoting Avondale as both a brand and community to attract the brightest talent, top businesses and engaged community members.



PLACE MAKING

Rooted in history, context and environment to connect, promote and enhance the existing experience of the Civic Center campus while establishing an impressive, bold and memorable image that is distinctly Avondale and welcomes residents and visitors to the campus.



USER EXPERIENCE

Establishing a comfortable and welcoming environment that promotes pedestrian oriented low impact design with a strong connection to nature. A visual and physical relationship between indoors and outdoors creates an impressive experience for the public and city staff in an environment that enhances community, collaboration, productivity and connection.



CULTURAL

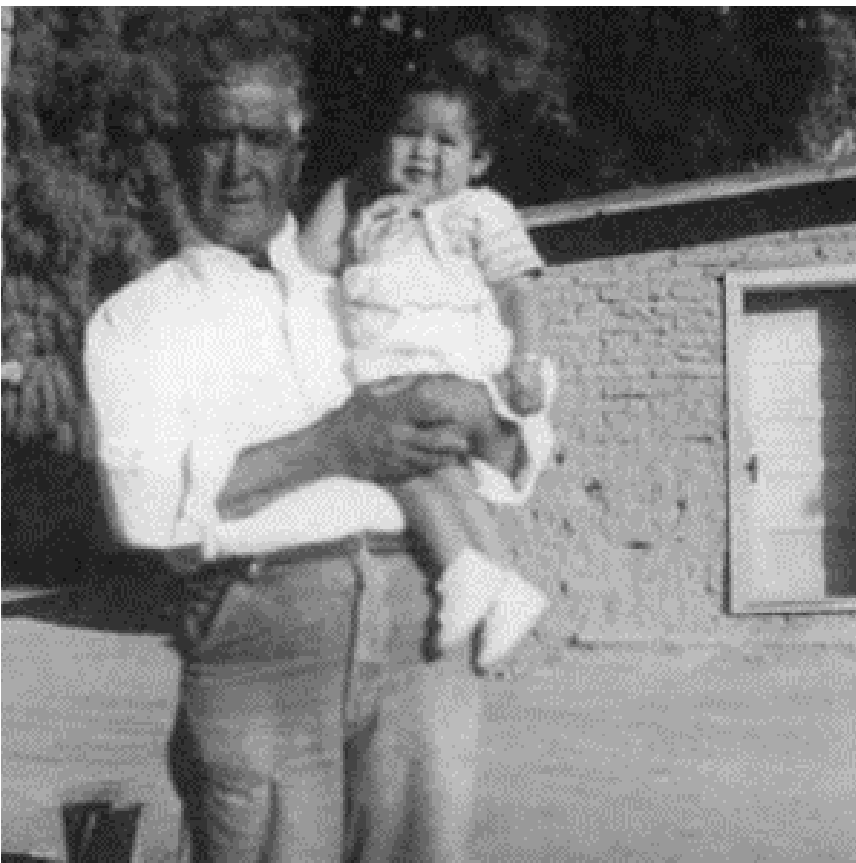
Building on Avondale's history as a community that promotes commerce, family and diversity through resilience, adaptability and innovation.



FUNCTIONAL

Integration of public and private space with adaptability and opportunities for future growth. Open offices in defined suites, where collaboration between suites promotes innovation, productivity and efficiency.

CULTURALPRECEPTS



THE ARCHITECTURE OF THE AVONDALE CIVIC CENTER ANNEX BUILDING HAS **THE POTENTIAL TO ALLOW FOR PEOPLE TO UNCOVER AND DISCOVER CONNECTIONS BETWEEN EACH OTHER, PLACE, HISTORY AND TIME.**

"THE HOUSES WERE WOODEN STRUCTURES, MANY WITH DIRT FLOORS. MY GRANDMOTHER WOULD MAKE US SWEEP, SAYING, JUST **BECAUSE IT'S DIRT DOESN'T MEAN WE CAN'T BE CLEAN.**"

MARIE LOPEZ ROGERS
FORMER MAYOR OF AVONDALE

FIGURE 1 | **BILLY MOORE PARADE INSPIRATION**



FIGURE 2 | **HOUSE BY THE BUCKEYE ROAD**



FIGURE 3 | **EARLY AVONDALE HOME VERNACULAR**

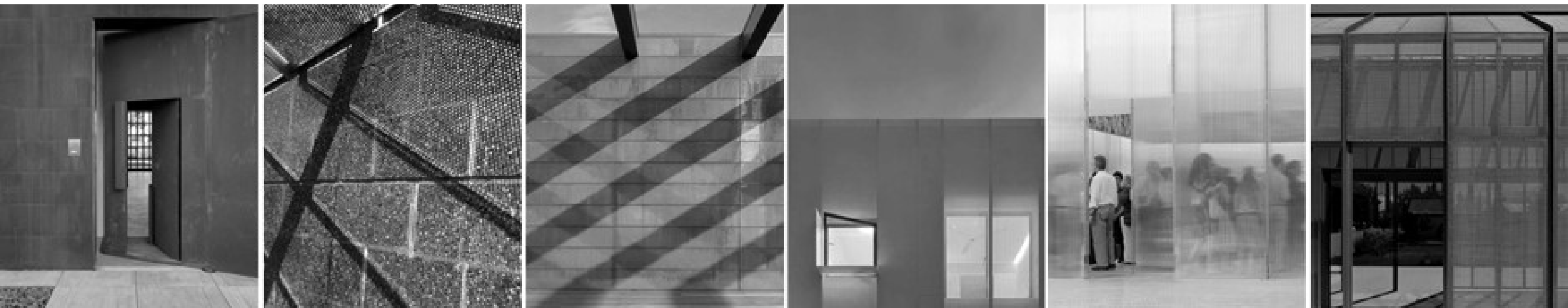


FIGURE 4 | **MODERN ADAPTATIONS**



FIGURE 5 | **LUDLOW'S HOME**

CULTURALPRECEPTS



FIGURES ABOVE | MATERIAL INFLUENCE

WHAT IS THE
EVOLVED DESIGN OF
PROMINENT HISTORICAL
ARCHITECTURE LIKE
LUDLOW’S HOME?

HOW MIGHT
COMPONENTS OF
AVONDALE’S HISTORY
BE REFERENCED AND
RECONTEXTUALIZED FOR
TODAY?

CAN A MATERIALS
ASSEMBLY RELATE TO
THE UNDERSTANDING OF
AVONDALE’S GROWTH
PATTERNS ?

CAN AN ARCHITECTURE
REFERENCE A MODERN-
DAY BILLY MOORE VISUAL
PRIDE?



SITEPLAN

- Legend**
- 01 CORNER PLAZA
 - 02 COURTYARD PLAZA
 - 03 EVENT LAWN
 - 04 TREE GROVE
 - 05 RAIN GARDEN
 - 06 ENTRY BRIDGE
 - 07 PEDESTRIAN WALK
 - 08 BIO-SWALE
 - 09 SUB PARKING INFILTRATION
 - 10 REFUSE
 - 11 RETENTION



LEVEL 1 PLAN

10,850 SF

LEGEND

CITY COUNCIL

CITY MANAGER

CITY ATTORNEY

ECONOMIC DEVELOPMENT

MARKETING +PUBLIC RELATIONIS

CONFERCING CENTER

SHARED SPACES

SUPPORT SPACE



LEVEL 2 PLAN

12,500 SF

LEGEND

CITY COUNCIL

CITY MANAGER

CITY ATTORNEY

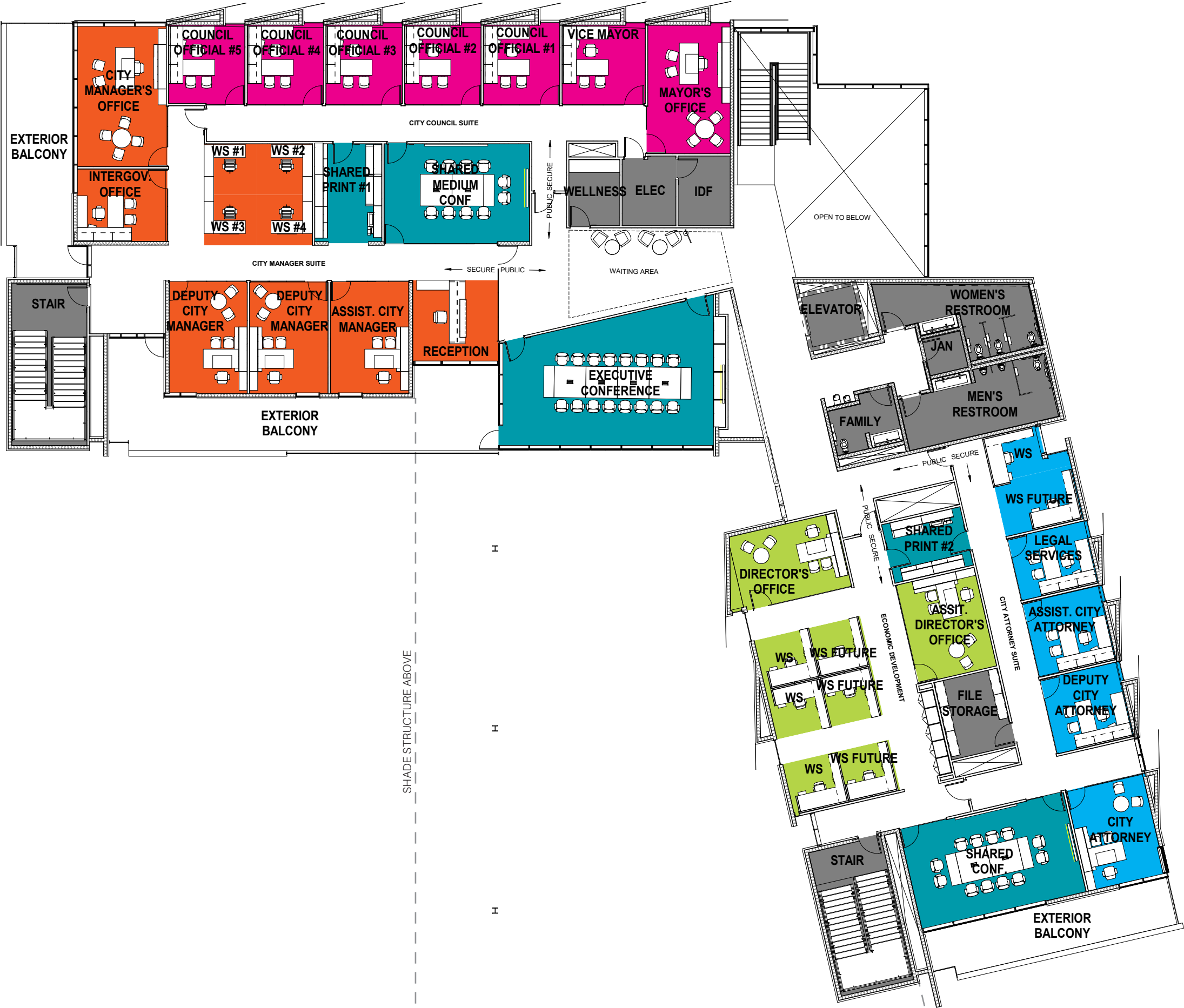
ECONOMIC DEVELOPMENT

MARKETING +PUBLIC RELATIONIS

CONFERRNCING CENTER

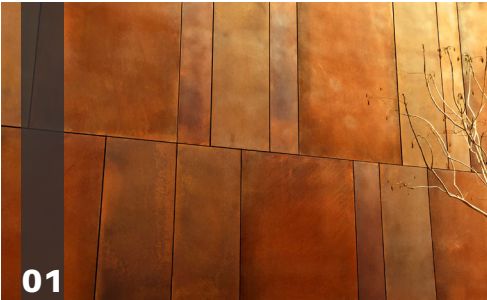
SHARED SPACES

SUPPORT SPACES

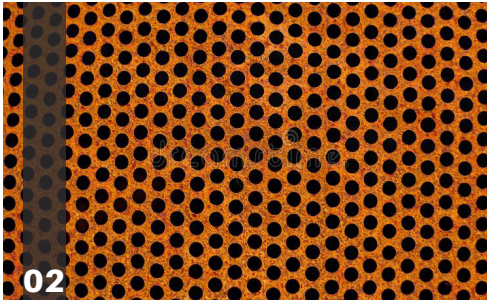


MATERIALSTUDY

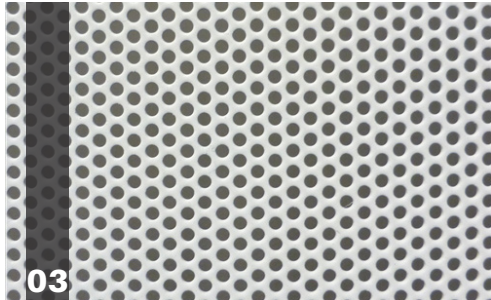
**WEATHERED METAL
PANEL**
[PREFINISHED WEATHERED
AND SEALED]



**WEATHERED PERFORATED
METAL PANEL W/ GLASS
BEYOND**
[PREFINISHED WEATHERED
AND SEALED]



**PERFORATED METAL
PANEL**
[BACK LITE AT STAIR
TOWERS]



FROSTED GLASS



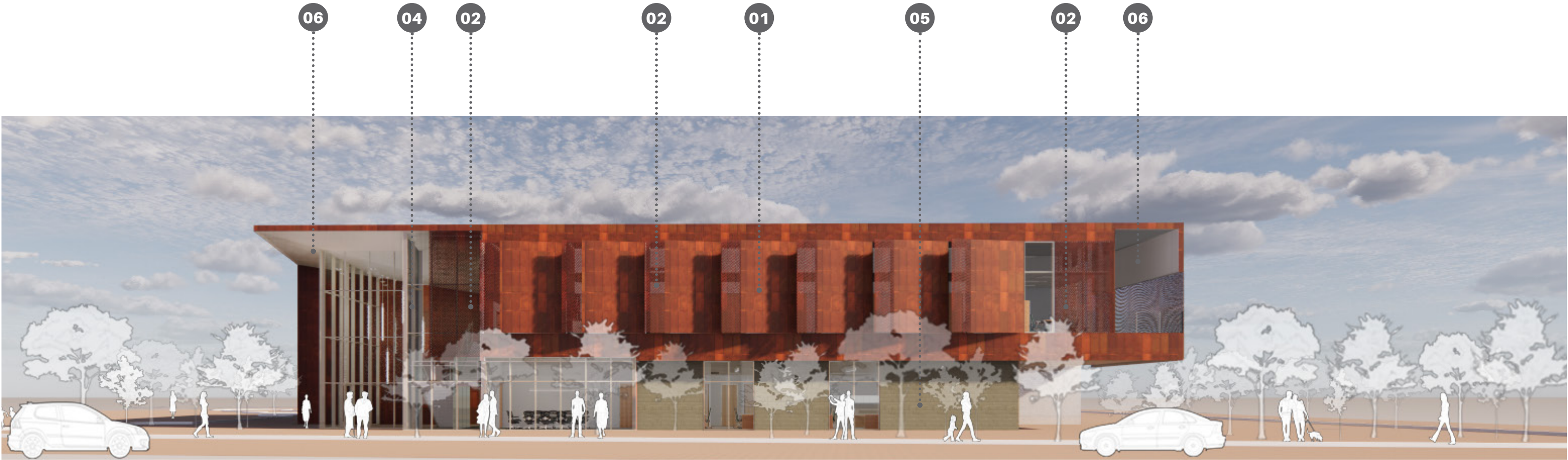
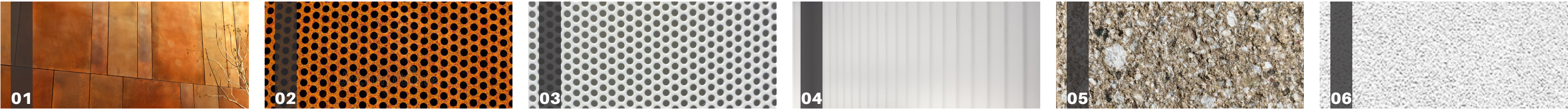
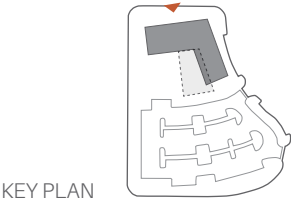
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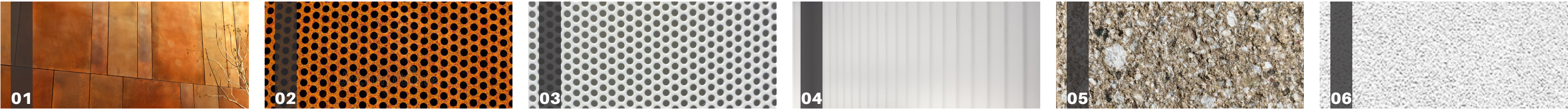
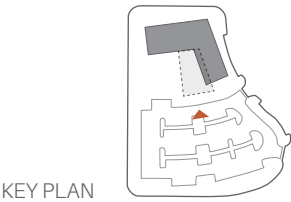
**SMOOTH EIFS/STUCCO
FINISH**



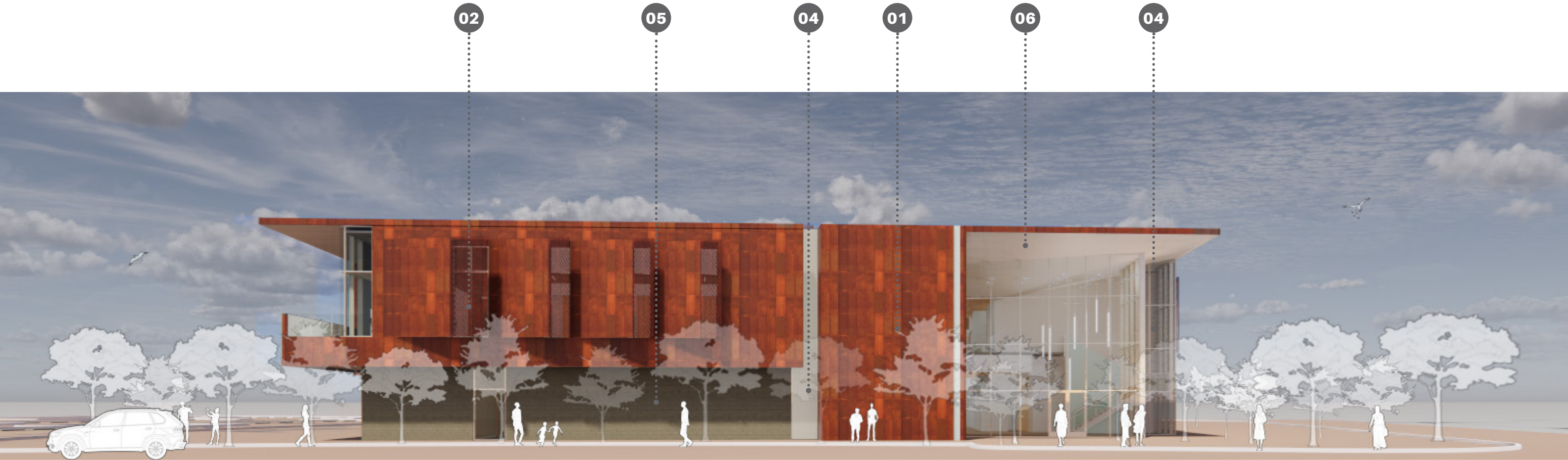
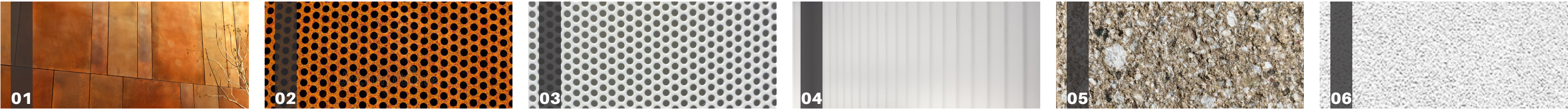
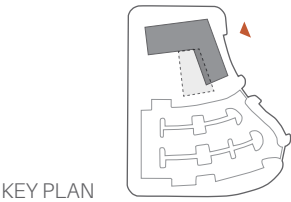
NORTHELEVATION



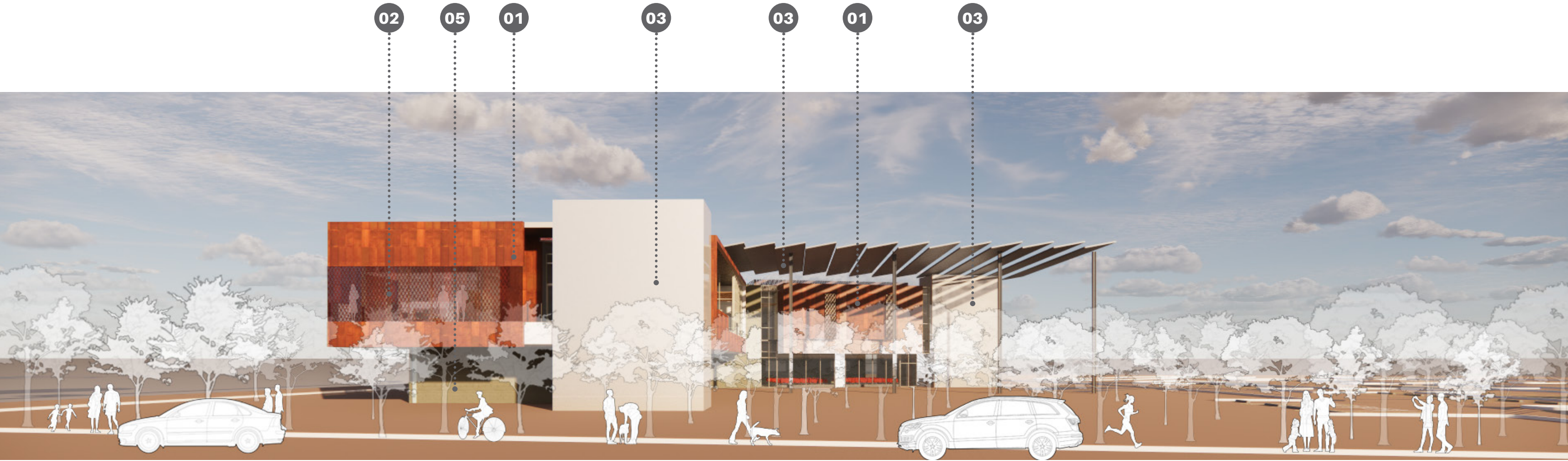
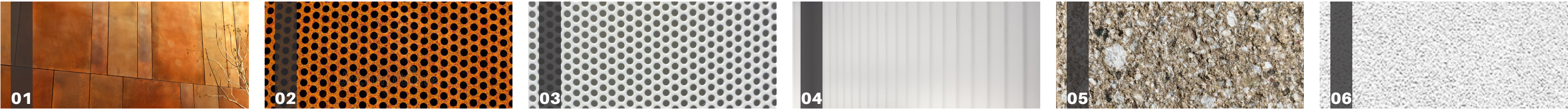
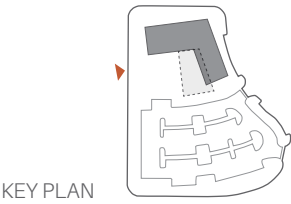
SOUTHELEVATION



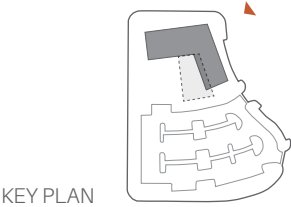
EASTELEVATION



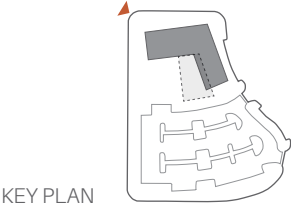
WESTELEVATION



BUILDINGVIEW

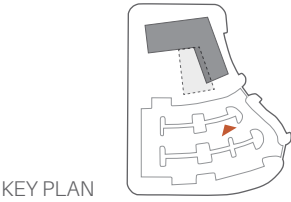


BUILDINGVIEW

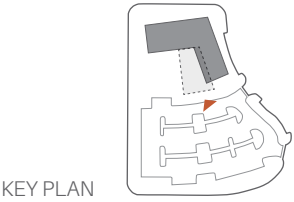




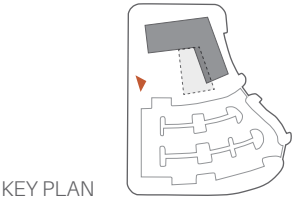
SITEVIEW



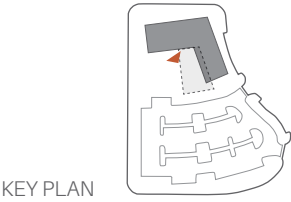
SITEVIEW



SITEVIEW



SITEVIEW







CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the April 6, 2020 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the April 6, 2020 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
April 6, 2020

The April 6, 2020 City Council meetings were hosted online using the Zoom Cloud Meeting platform. All participants attended by phone or video.

A **Work Session** of the City Council of the City of Avondale, Arizona was convened online using the Zoom Cloud Meeting platform in open and public session at 6:33 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Note: All Council Members attended the meeting through phone or video conference with the exception of Mayor Weise.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Bryan Hughes, Acting Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Two members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2020-2021 UPDATE AND PROGRAM RECOMMENDATIONS

Edith Baltierrez, Assistant Director of Neighborhood and Family Services, presented the eligibility requirements, funding priorities, evaluation criteria and requested feedback from City Council for the fiscal year 2020-2021 Contributions Assistance Program.

Ms. Baltierrez stated that the program allocates funding to eligible non-profit organizations with 501(c)(3) status that provide health and human services to Avondale residents. Level funding for fiscal year 2021 of \$110,000 is included in the proposed Non-Departmental Budget. In fiscal year 2020, coverage of administrative costs was added, and 24 agencies were funded, providing a wide range of services.

Criteria includes:

1. Provision of direct services which improve the health and welfare of Avondale residents.
2. Current, timely and accurate reports from current recipients.
3. Ability to generate revenue from other sources.
4. Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered.
5. Priority will be given to services and initiatives that support and address City Council goals.
6. Services provided at the Care1st Avondale Resource Center will be given priority.
7. Organizations that received funding in the previous year will participate in a mid-year review and demonstrate satisfactory progress toward stated goals and objectives.
8. All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide adequate funding to effectively complete the project as proposed.
9. New Criteria: Services and initiatives responding to the needs of vulnerable populations affected by the COVID-19 pandemic will be given priority. Specific examples include projects that provide for basic human needs (food, shelter, rent and utility assistance)

Ms. Baltierrez reviewed the tentative process and timeline:

- April 9, 2020: Applications will be made available on the website
- May 7, 2020: Deadline for application submittals
- May 11, 2020: Applications provided to Council Subcommittee
- June 2020: Council Subcommittee meeting to review application
- June 15, 2020: Request approval for funding recommendations
- July 27, 2020: Award presentations

The Council Subcommittee consists of Council Members Conde, Malone and Nielson who were appointed in February 2019 for a two-year term. Ms. Baltierrez referenced the list of agencies that were funded in fiscal year 2020.

Mayor Weise noted that for Criteria Number 8, it may not always be possible to meet the minimum amount requested by the organization, especially if the new amount is unrealistic. Organizations are accustomed to proposing a higher number in expectation that they will ultimately receive a lower amount. Criteria Number 9 is also concerning, as it is difficult to quantify. For example, the Boys & Girls Club currently has a heavy load with the number of children out of school. Mr. Lopez stated that as organizations submit their applications, they usually list the full amount requested. They are also asked for a minimum balance that would allow them to implement the program as stated. When organizations are awarded funding less than the minimum amount, they are unable to meet their goals and objectives. Mayor Weise asked how many organizations last year were awarded an amount below the minimum request. Mr. Lopez stated that most organizations were funded at the minimum level, with one or two exceptions. Mr. Lopez spoke to Criteria Number 9 related to populations affected by COVID-19, stating the criteria can be expanded to include organizations providing childcare if they can show they are providing a basic human need. The criteria has been added to provide support

to agencies that are providing basic human needs that impact the livelihood of the residents.

Council Member Conde commented that last year, the Council Subcommittee was mindful to award organizations no less than the minimum amount requested. This year, services that provide food, shelter and childcare should be priorities. Council Member Conde requested the mid-year review information be shared with the Council Subcommittee. Mr. Montoya stated he received a similar request by Council Member Nielson for a summary of accomplishments and he stated, City Council will be provided a summary of accomplishments within the next month or two.

Council Member Malone noted that the City and State have declared a state of emergency and asked whether they would be receiving funding that would obviate the need for adding the new criteria, while still assisting families. Mr. Lopez said there is potential for the receipt of additional federal dollars; however, they will need to comply with federal regulations in terms of use of funding, which are often very restrictive. Mr. Montoya explained they will be very cautious when using any funds from the \$2 trillion package by Congress to make sure that any allocation coming through the federal government are not cut later on.

Council Member Nielson stated 33 groups applied last year and most were provided the minimum amount. One of the criteria was whether the agency had additional help from other sources. He thanked Mr. Montoya for putting together a list of accomplishments from the organizations that were previously funded.

Council Member Kilgore agreed with the advice and input made by the previous Council Members, who are also members of the Council Subcommittee. He stated he understands that the Neighborhood and Family Services Department sees this information on a regular basis and has trust in staff with respect to the new criteria. He commented that the City will do as it has done previously, with staff making modifications and adjustments as they see necessary.

Council Member Pineda referred to Number 6 relating to priority to services provided at the Care1st Avondale Resource Center and asked whether Mr. Lopez foresees any issues with the diversity of programming, noting that the resource center will be given funding priority. Mr. Lopez said it is an important criteria for a number of reasons and it ensures that the partners housed at the resource center have the resources needed to provide services. Council Member Pineda acknowledged the importance of nurturing the relationship with the organizations but noted the mentioned criteria could be intimidating for smaller organizations. He requested staff communicate this information clearly to applicants, noting that the criteria is there to nurture the relationship to those organizations who have committed to providing services to the City of Avondale.

In response to a question from Vice Mayor Dennis, Mr. Lopez stated that 17 providers are physically present in the Care1st Avondale Resource Center with outside relationships with 64 other partners. Vice Mayor Dennis asked about the process for determining needs. Mr. Lopez stated that historically, this has been a guiding criteria but

not always adhered to. For example, he mentioned there have been organizations that do not provide services directly out of the resource center, but who do partner with the City. One possibility is to revise and broaden the criteria to state that the agencies have collaborative relationship with the City at the Care1st Avondale Resource Center. He noted that this specific criteria helps encourage organizations to join into relationships with the City. Vice Mayor Dennis said she is concerned that the funding has been an additional resource to what the City already provides. By giving the resource center additional priority over the funds, this reduces what the whole program was designed for, which is looking at other organizations in need that might not be out of the resource center. She does not wish to see the funds dwindling, in order to create a subset for the resource center. To provide clarity with the discussion, Council Member Nielson stated that the criteria requires direct services to Avondale residents. Therefore, some of the organizations within the Care1st Avondale Resource Center provide services outside of the City and would not qualify for this funding. Vice Mayor Dennis stated her concern that partners of the resource center may overwhelm other programs, which are separate from the resource center. She stated it should not be a specific criteria, but rather determined by the Council Subcommittee and City Council.

Vice Mayor Dennis expressed concern regarding the Community Action Program funding under Criteria Number 9 related to COVID-10 and asked whether funds towards those impacted by COVID-19 are expected to increase. Mr. Montoya stated that until the City receives the allocation, the question cannot be adequately answered. It is not anticipated to expand the program initiatives, but he is unsure of the requirements at this time. Vice Mayor Dennis asked how dollars are being distributed for food, shelter, rent and utilities, aside from the Community Action Program. Ms. Baltierrez stated that this is currently being done through food banks and the St. Johns Church, who provides short-term utility assistance.

In response to concerns expressed by Vice Mayor Dennis, Council Member Malone stated the Council Subcommittee is mindful to avoid duplication of services when reviewing the list.

Vice Mayor Dennis noted that many of the COVID-19 provisions are already providing protections from evictions and utility shutoffs. She requested services do not get duplicated if they are being funded through other COVID-19 funds. Council Member Malone agreed with Vice Mayor Dennis due to the available grants and order from the Governor.

Mayor Weise suggested allowing the subcommittee to do its work and come back with recommendations.

3. COVID-19 UPDATE

Larry Rooney, Assistant Fire Chief, provided City Council with an update on COVID-19. Chief Rooney began by reviewing a timeline of events:

- March 11, 2020: Governor Ducey declared a Public Health State of Emergency.
- March 15, 2010: Arizona schools closed.

- March 17, 2020: Governor Ducey issued guidance limiting gatherings to no more than ten people; cancellation of special events, and restricted access to nursing homes.
- March 19, 2020: Governor Ducey required restaurants to provide dine out options only; gyms, movie theaters, and bars were required to close; elective surgeries were halted; and a definition of essential services was provided.
- March 30, 2020: Governor Ducey issued an Executive Order calling for further physical distancing and stay home orders.

Avondale's response included the following:

- March 12, 2020: Programming at the Senior Center and libraries were suspended; passports were by appointment only.
- March 12, 2020: Special events canceled through May (Culture POP, Kids Fest, and Avondale Fiesta); sports leagues canceled; and rentals suspended.
- March 18, 2020: Mayor signs emergency declaration that requires restaurants to institute dine-out option only; City departments make plans for operational changes.
- March 23: Activated partial Emergency Operations Center with daily briefings.
- March 26: Marketing campaign launched: #AvondaleReadytoServe.
- March 31: City Hall closed to the public; park amenities restricted; non-essential employees working off-site.

After the Mayor's declaration, the City Manager took a proactive approach and opened the Emergency Operations Center (EOC). There are daily briefings with all departments. The City is securing PPE and is in constant communication with federal, state and county EOCs. Police and Fire have modified their protocols in terms of responses and provided guidelines for their department. As an example, Fire Department employees are required to have their temperature taken before and after each shift. There is a regional collaboration with the Multi-Agency Coordination Center (MACC). Fire Chief Jeff Case is overseeing the leadership aspect and Chief Rooney is overseeing the operational aspect. Just recently, County Emergency Management and County Public Health have combined to form a unified command system. The Fire Department has developed guidelines for addressing low acuity emergent care events which come up through dispatch.

EOC incident objectives include:

- Provide for the health, safety, and wellness of Avondale citizens and employees.
- Provide timely and accurate information to the public through multiple media and social media channels.
- Provide a coordinated and unified City response to what is a rapidly changing and fluid public health crisis.
- Maintain the continuity of City operations and ensure essential City services are not interrupted.
- Maintain financial accountability for personnel and material expenditures both related and unrelated to COVID-19.
- Maintain thorough documentation of the City's response.

Mayor Weise noted that the State's response has evolved over several weeks. He asked how those change impacted the actions of the City of Avondale. Chief Rooney stated that

all the recommendations from the Maricopa County Public Health Department and Arizona Department of Health Services greatly affect the Fire Department in terms of dispatch and response of calls.

Police Chief Nannenga stated that when Governor Ducey issued his executive order, there were many areas that were up for interpretation as to the term essential versus nonessential. There was a conference call today with all of the police chiefs of the state and the Governor in terms of obtaining clarity. Mr. Montoya added that Police Department and the Fire Department are working with all other department and counterparts to ensure consistency in approaches in following the Governor's orders.

Mayor Weise stated that he participates in two meetings a week with the Governor's Office and all City Mayors, weekly with the County Health department, and weekly with Senator Sinema's office with Mr. Montoya.

Council Member Conde said her main concern is that first responders have what they need in terms of PPE. In response, Mr. Montoya said both the Fire Department and Police Department have been successful in obtaining the needed materials. Additionally, he noted staff within other departments have been provided the necessary materials to perform their essential duties, such as the Public Works Department staff.

Mayor Weise noted that the departments were ahead of the curve and were able to successfully procure the necessary materials.

Council Member Malone echoed the remarks from Council Member Conde regarding staff having the necessary PPE items.

Council Member Kilgore thanked staff for keeping City Council updated on the situation and expressed his appreciation for the efforts of staff for their proactive thinking and collaborative communications. He inquired on the number of thermometer devices available to check staff temperatures as well as the type of device. Chief Rooney stated that thermometers have been issued throughout all fire stations. The devices being used scan the forehead of the individual. Council Member Kilgore inquired on the frequency of use. Chief Rooney explained the temperature of employees are scanned at the beginning and end of each shift. He stated the data is reported to the Emergency Medical Services (EMS). In response to a question from Council Member Kilgore, Chief Rooney explained each station is equipped to handle the changing of clothing for Fire Department staff, so they are not required to take any contaminated equipment home.

Council Member Nielson echoed the comments by the other Council Members, and he expressed his appreciation to staff for keeping them informed. He also noted the importance of keeping the public informed.

Council Member Pineda asked if Council will be notified if one of the City's first responders becomes infected with COVID-19. Mr. Montoya stated that they must be careful in terms of HIPAA regulations. He explained City Council will be informed if an employee is positive for the virus, but the name of the individual will not be provided. Council Member Pineda

requested staff provide him with sharable information related to educating the public on COVID-19. Mr. Montoya stated he will work with staff to produce the requested information.

Vice Mayor Dennis inquired on the number of low acuity response teams the City is using. Chief Rooney said two individuals are currently on overtime, staffing at peak hours Monday through Friday. Mr. Montoya added that a report will be forthcoming in terms of the response levels after the vehicle has been used for a week or two. He noted that the report will be passed along to City Council.

Vice Mayor Dennis asked about the process for evaluating individuals with breathing problems. Chief Rooney stated that the process begins with dispatchers asking additional COVID-19 specific questions. COVID-19-related symptoms are noted so that proper precautions can be taken. When arriving at the scene, only one member of personnel goes in to complete the evaluation. Mr. Montoya explained it is up to the individual patient whether they wish to be transported. Thus far, a number of patients have decided not to go to the hospital, for fear of catching the virus from a patient there. Vice Mayor Dennis expressed her concerns, noting the importance of protecting the staff in addition to the public.

Chief Rooney expressed his appreciation to the comments made by Vice Mayor Dennis and explained Chief Case has requested all Fire Department staff take the necessary precautions to treat each patient as if they have the virus.

Council Member Conde asked how the shelter in place orders has affected the City's approach with the homeless population. Chief Nannenga stated that the City's approach with the homeless has not changed significantly. Complaints of homeless on private property are addressed in conjunction with property owners. The City also works with Phoenix Rescue Mission.

4. ADJOURNMENT

There being no further business before the Council, Council Member Conde moved to adjourn the Work Session meeting; Council Member Malone seconded the motion.

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

Council Member Conde	Aye -
Council Member Kilgore	Aye -
Council Member Malone	Aye -
Council Member Nielson	Aye -
Council Member Pineda	Aye -
Vice Mayor Dennis	Aye -
Mayor Weise	Aye -

Meeting adjourned at 7:27 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:27 p.m.

Mayor Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of City of Phoenix Officer Greg Carnicle, who was killed last week as well as injured City of Phoenix Officers Dowan and Hubert. In addition, Sergeant Warren of Baton Rouge, Louisiana who died due to COVID-19.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Note: All Council Members attended the meeting through phone or video conference with the exception of Mayor Weise who appeared in-person with staff.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Bryan Hughes, Acting Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Two members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Vice Mayor Dennis requested Agenda Item 2b. Resolution 1022-0420 – Amendment to the Intergovernmental Agreement with Maricopa County Human Services Department for Shelter and Homeless Support Services. Motion was made by Vice Mayor Dennis, seconded by Council Member Pineda, to approve the Consent Agenda with the exception of agenda item 2b.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the February 3, 2020 City Council Meeting Minutes.

b. RESOLUTION 1022-0420 – AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

This item was pulled further discussions. Item is listed below in more detail.

c. RESOLUTION 1020-0420 – GRANTOR AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR VENDING SERVICES

City Council adopted Resolution 1020-0420, approving the Grantor Agreement with Arizona Department of Economic Security to acquire vending services from the Business Enterprise Program, and authorized the Mayor, or City Manager and City Clerk, to execute the necessary documents.

d. ORDINANCE 2012- 0420 – ABANDONMENT OF AN EASEMENT FOR HIGHWAY PURPOSES

City Council adopted Ordinance 2012-0420, authorizing the abandonment of an easement for highway purposes generally located north of Van Buren Street and west of the 119th Avenue alignment, and authorized the Mayor, City Clerk and City Attorney to execute the necessary documents.

ITEMS PULLED OFF THE CONSENT AGENDA FOR FURTHER DISCUSSION:

b. RESOLUTION 1022-0420 – AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

City Council considered a request to adopt Resolution 1022-0420 approving an amendment to an Intergovernmental Agreement with the Maricopa County Human Services Board for the provision of emergency shelter services, outreach, and case management for people experiencing homelessness in Avondale, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents.

Vice Mayor Dennis wished to address the budget impact, which was \$72,000 compared to \$100,000 reflected in the contract with the county. Mr. Lopez stated that in June of 2019, the City entered into an Intergovernmental Agreement with Maricopa Human Services Department to provide services for individuals experiencing homelessness. This was a multiprong approach with an award of

\$100,000. As part of the \$100,000, \$60,000 was intended to support the hiring of a full-time Homeless Services Specialist, \$3,000 for IT-related costs, \$22,000 for iHELP Lutheran Social Services, and \$15,000 for outreach through Phoenix Rescue Mission. There were challenges in recruiting and hiring a homeless services specialist but eventually, a candidate was found. Due to the delay, there were salary savings. The City worked with Maricopa County Health and Human Services Department to ensure that the entire \$100,000 remains in Avondale. To this end, \$28,000 was routed through the Community Action Program (CAP) to address the issue of homelessness and eviction prevention. The existing agreement will be amended for a total amount of \$72,000. The agreement with the County is renewable up to three years and the County has committed to fully fund the agreement at the \$100,000 level for the next two years, contingent upon the availability of federal resources.

Vice Mayor Dennis requested staff ensure the full \$100,000 goes into the shelter services and asked that the Council Subcommittee on Contributions Assistance Programs be mindful of this additional funding into the CAP program.

Vice Mayor Dennis moved to adopt Resolution 1022-0420 approving an amendment to an Intergovernmental Agreement with the Maricopa County Human Services Board for the provision of emergency shelter services, outreach, and case management for people experiencing homelessness in Avondale, and authorized the Mayor, City Manager and City Clerk to execute the necessary documents; Council Member Kilgore seconded the motion.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

3. REGULAR AGENDA

a. RESOLUTION 1021-0420 – EMERGENCY OPERATIONS PLAN (EOP)

City Council considered a request to adopt Resolution 1021-0420 – approving the new Emergency Operations Plan (EOP) for the City of Avondale and authorize the Emergency Management Team to make changes when necessary and appropriate.

Larry Rooney, Assistant Fire Chief, presented the following:

The Emergency Management Team was created in September of 2019. It includes representatives from City Management, Fire, Police and IT. The first priority was to have an updated City Emergency Operations Plan. The Plan was designed to be in alignment

with County, State and Federal Plans and consistent with other municipalities in the region. Department heads reviewed and provided feedback on all Emergency Support Functions (ESF). Resident experts are assigned to assess emergencies as they arise, with a goal of achieving practical, commonsense solutions.

EOP annexes are in place to provide additional support to the plan:

- Annex A: Support - Continuity of government and operations, volunteer and donations management, and worker safety and health.
- Annex B: Specific Incidents - Severe storms and floods or pandemics.

The EOP is comprehensive and provides necessary authority and guidance to mitigate a variety of natural and manmade emergencies. It is dynamic, as emergency situations are constantly changing. When the EOP is formally adopted, it will authorize the team to make needed changes to the plan when necessary. The EOP provides staff the ability to plan, prepare and train for emergencies. Once formally adopted, the Plan will be in place for the next five years. Staff recommends City Council adopt the Resolution, approving the Emergency Operations Plan.

Council Member Conde expressed appreciation to staff for going through the plan with City Council.

Council Member Kilgore thanked staff and expressed his appreciation for the EOP's alignment with State and Federal mandates.

Council Member Nielson recommended reviewing the EOP plan on an annual basis, to maintain it as a living document. Mr. Montoya stated that for approximately the past six to eight months, staff has been working to update the City's Existing EOP. He agreed that it is a living document and as such, annual reviews will be part of the process.

Mayor Weise noted the presentation that stated it is a living document and he trusts that staff will review it as needed.

Council Member Malone thanked staff for putting together the presentation.

Council Member Pineda concurred with Council Member Nielson's comments with respect to working together to make the necessary changes.

Vice Mayor Dennis asked about the potential for emergency drills coordinated with the County. Mr. Montoya stated that the City has not done full-scale exercises, but the plan allows this going forward.

Vice Mayor Dennis moved to adopt Resolution 1021-0420 – approving the new Emergency Operations Plan (EOP) for the City of Avondale and authorized the Emergency Management Team to make changes when necessary and appropriate; Council Member Kilgore seconded the motion.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

4. DISCUSSION ITEMS

Council will discuss the items listed below and possibly give direction to city staff to research and prepare items for a future meeting.

a. PUBLIC HEARING 2020-2024 – CONSOLIDATED PLAN, 2020-2021 ANNUAL ACTION PLAN, AND 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

City Council held a public hearing regarding the Drafts of the Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice.

Marsha Chavez, Housing and Community Development Manager, stated that as a recipient of Federal Community Development Block Grants and the HOME Investment Partnership funding, Avondale is required to have a five-year consolidated plan. Based on the five-year plan, the City is also required to have an annual action plan. This year, the City had assistance from Western Economic Services, LLC, who provided research and data analysis. Data sources include U.S. Census, American Community Survey, Bureau of Economic Analysis and Bureau of Labor Statistics. For Community Development Block Grants (CDBG), the primary objective is to develop viable communities for low income persons by providing decent housing, suitable living environment, and economic opportunities.

CDBG eligible activities include:

- Housing Rehabilitation
- Public Services
- Economic Development
- Public Infrastructure
- Employment Assistance
- Public Facilities
- Demolition
- Homebuyer Assistance
- Property Acquisition
- Crime Reduction
- Code Enforcement

The HOME Investment Partnership Program has a primary purpose to expand the supply of decent, safe, sanitary and affordable housing for low-income Americans. It requires a 25 percent local match.

HOME eligible activities include:

- Homebuyer assistance
- Construction or rehabilitation of rental or ownership housing
- Site acquisition and improvements
- Demolition and relocation expenses
- Tenant based rental assistance

The following are the proposed consolidated plan goals:

- Preserve and expand affordable housing inventory
- Support efforts to prevent homelessness
- Fund necessary public infrastructure and facilities
- Support vital community services
- Encourage business development and growth
- Promote fair housing in Avondale
- Reduce residential lead-based hazards

The public participation timeline is as follows:

- Community Survey – Fall 2019
- Public Meeting – November 2019
- Neighborhood & Family Services Commission Meeting – Public Hearing – February 2020
- City Council Meeting - Public Hearing – April 2020
- City Council Discussion – April 2020
- Public Comment Period – March 31, 2020 – April 30, 2020
- City Council Discussion – May 2020
- Public Hearing – May 2020

The draft plan is available on the City's website. Staff will return to Council in May to address any additional comments prior to adoption of the final plan.

Staff has also worked on the Analysis of Impediments to Fair Housing Choice document. The analysis is performed every five years with coordination through the County.

Analysis of Impediments to Fair Housing Choice goals include the following:

- Increase accessible housing for the disabled - tax incentives, partnerships with non-profits/developers.
- Increase awareness of Fair Housing Laws - non-profit partnerships to provide educational services.
- Increase awareness of affordable housing choice long-term strategy with public/private partners with measurable outcomes, inclusionary zoning, homeownership programs.
- Increase financial management resources for homebuyers - non-profit partnerships.
- Increase transportation options in rural areas - transportation voucher subsidies, review transit routes.

- Increase equitable distribution of resources - acceptance of housing vouchers in unserved areas, expand funding target areas.

Many of the goals may be accomplished through public and private partnerships, including working with developers. Anticipated funding for this year is \$725,500 for CDBG and \$206,370 for HOME.

The annual action plan was reviewed as follows:

- Housing Rehabilitation Program \$325,850: CDBG \$ 270,000 and HOME \$55,850.
- Avondale First Time Homebuyer Program \$245,065: HOME \$193,472 and local match \$51,593.
- Public infrastructure and facility improvements \$150,000: CDBG \$150,000.
- AviTemp/tuition assistance program for Youth \$47,000: CDBG \$47,000.
- Small business assistance \$58,000: CDBG \$58,000.
- Homelessness outreach program \$54,932: CDBG \$54,932.
- Fair Housing \$500: CDBG \$500.
- Administration \$158,006: CDBG \$145,108 and HOME \$12,898.

Comments are welcome through April 30th.

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

Council Member Conde suggested the possibility of increasing funding for home repairs in the community, particularly related to health and safety. Mr. Montoya stated staff will work on adding those funds.

Note from the City Clerk: Council Member Malone lost connection to the meeting at 8:00 p.m. and left the meeting for approximately two minutes.

Council Member Pineda agreed with the comments made by Council Member Conde.

Council Member Nielson said his greatest concern is actually getting assistance to residents in need. Mr. Lopez stated that the team is putting forth a concerted effort in this regard. There is a need to expand outreach efforts. Requests for assistance fluctuate over the years. At times there are waiting lists and other times not. Staff is currently working to rebuild a waiting list, including developing new marketing materials and grassroots efforts.

Council Member Kilgore asked whether the City has ever received complaints regarding fair housing discrimination. Mr. Montoya stated that no such complaints have been received. Council Member Kilgore asked whether residents are provided with a list of accessible housing in the region and the frequency of updates to the list. Mr. Montoya confirmed that individuals are provided resources in terms of where to go for additional

funding. He will report back to Council in terms of how often the resource lists are updated. Council Member Kilgore asked if people are referred to other programs throughout the region, such as the Arizona Statewide Independent Living Council or the Arizona Bridge to Independent Living, or to the Arizona Department of Economic Security for educational information and brochures. Mr. Lopez stated individuals are referred to a variety of organizations such as Trellis and Chicano Por La Causa.

Council Member Kilgore inquired if the services were provided to just the City of Avondale residents or for residents within the west valley. Mr. Montoya stated that anyone who seeks assistance is guided to the necessary information, they do not discriminate against their place of residence. To reiterate, Mr. Montoya stated if they come in for assistance, staff will provide them with the necessary information, even if they are coming from a different city. Council Member Kilgore asked how often the City encourages private contractors to develop affordable housing in Avondale. Mr. Montoya stated that over the past year and a half, staff has reached out to developers within the community but under state law, the City is preempted from requiring anything associated with affordable housing within the development. However, they can work with a developer through use of a development agreement. This includes the potential for using City-owned properties to entice developers to build affordable housing projects. At this time, there has not been any developers to come forward with an affordable housing project. In closing, Council Member Kilgore thanked staff for the information and presentation.

Council Member Malone asked about the application process for community outreach and the current income threshold. Ms. Chavez stated that there is an application process, consisting of a six-page package. This includes a review of the applicant's income over a 90-day period, including bank statements and paystubs. This is followed by an inspection of the property to ensure that it meets the guidelines. Council Member Malone asked how many people took advantage of the program in the last year. Ms. Chavez estimated 20 to 30 applicants in the past year with six denied. Four were denied because the house was past saving and two were denied because the resident made too much money to qualify. Council Member Malone stated that in January, the Arizona Service Project visits mobile homes in Avondale to provide safety improvements. She asked about efforts to bridge the gaps with these nonprofits. Mr. Lopez stated that the City works closely with Arizona Service Projects, including weekly conversations. The City also works with Rebuilding Together and other organizations.

Vice Mayor Dennis asked about programs to collaborate with other organizations to obtain vouchers for rental projects. Ms. Montes stated that the City works closely with the Housing Authority of Maricopa County. Some developers have shown interest in accessing the low-income housing tax credit program. The City has supported the Housing Authority's applications to redevelop the former Norton property to add more units. The Housing Authority has been very open in terms of helping make Avondale residents and referral a priority for their vouchers. Vice Mayor Dennis said she would like to see guidelines for developers looking to use tax credits in the City. Ms. Montes stated

that the Housing Authority has gone through the City's review process in terms of ensuring high standards for low income housing developments. This process has also proceeded with the Norton property. Vice Mayor Dennis said she is more concerned with private development in terms of utilization of tax credits for developments in the City and the need to ensure they meet the City's needs.

b. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET

City Council received a general overview of the City Manager's recommended budget for fiscal year 2021.

Lindsey Duncan, Finance and Budget Director, stated that the proposed budget has been published online. It contains summary schedules, supplemental detail, and CIP project details. Thus far, a series of budget meetings have been held, allowing Council to provide feedback to help build the recommended budget. The first meeting was held on December 2nd, which initiated budget activity at the Council retreat. Since that time, there has been a declaration of emergency from the Governor as well as a national emergency declaration by the President. She noted that it is too soon to show what impact COVID-19 has had on the City.

Budget process reminders include:

- Expenditure limitation requires appropriation to spend.
- Tentative budget establishes the maximum (the budget may decrease but it may not increase).
- There are eight weeks between recommended budget and final budget.

The City has points of budget flexibility. This includes the fact that the City has ongoing sources that are greater than ongoing uses. The recommended budget includes the supplemental requests as well as additional capital. Even with these recommendations, the City has \$3.2 million more in ongoing sources than ongoing uses. The City has a large amount of transfers that are consistent with prior years, in which it used savings or ongoing sources to pay for one-time capital. This fiscal year, that total is \$18.6 million. In addition, the City has a reserve policy of 35 percent of expenditures. Even with the reserve policy change discussed at the last meeting, the City still has approximately \$23.1 million assigned to the reserve. Staff recommends that the City proceed with the baseline recommended budget as published.

To address the uncertainties, staff recommends two new categories for both operation and capital budgets, including: 1) recommended for funding, and 2) contingent on future resources. For operations, staff recommends the inclusion of supplements for funding with an ongoing amount of \$2.9 million and one-time funding of \$4.7 million.

Staff also identified items that would be contingent on future funding, including making sure that revenue streams are sufficient to support the planned expenditures. Some contingent items are related to growth. As such, if growth does not occur, these expenditures will not have to be planned for. Others are related to having open facilities.

If facilities are not open and available to the public, the additions may not be needed. Capital/asset replacement has been split in a similar fashion, broken into the categories of funded or contingent. The five-year total for the funded amount is \$54.3 million and the contingent total is \$61.9 million.

In terms of the overall fiscal year 2021 recommended budget, total uses are \$302 million, expenses \$268 million and transfers out of approximately \$33.6 million. This is an increase over the prior year, with expenditures \$32 million greater. There is a decrease in transfers out, related to funding capital.

Cost increases were listed as follows:

- Increase in construction costs
- Contractual increases
- Personnel cost increases
- Benefit contributions
- Pension contributions
- Compensation increases
- Agreed upon public safety wage and benefit increases

The budget focuses on four primary areas: public safety, growth and development, infrastructure, and technology. Total citywide sources for revenue total \$179.4 million or approximately 59 percent. Transfers among funds total \$33.5 million or approximately 11 percent. The City is looking to utilize some of its fund balance, which total \$89.5 million or approximately 30 percent of the total budget.

The total general governmental operating sources is \$84.3 million, which includes the general fund and public safety dedicated sales tax. Local sales taxes total 56 percent, intergovernmental sources total 30 percent, and other smaller categories total less than 15 percent.

Citywide operational uses are comprised of operating expenses at 46 percent, capital expenses at 37 percent, debt services at 4 percent, contingency at 7.1 percent, and transfers out at 11 percent.

When breaking down general governmental operating uses by category, half of the funds are related to personnel. The general governmental operating uses also include contractual services, commodities, capital outlay, indirect costs, debt service, transfers out, contingency and interfund loans. Ms. Duncan defined interfund loans.

For general governmental operating uses by function totaling \$102.2 million, public safety represents 41 percent, general government represents 18 percent, community development represents 10 percent, community services represent eight percent, and public works at zero percent. Other categories include contingency, transfers out and interfund loans.

Ms. Duncan stated that department presentations will be made on April 20th. Next steps include:

- April 20, 2020: Department supplemental requests
- May 4, 2020: Tentative budget adoption
- May 14, 2020: First public notice – budget and truth in taxation
- May 22, 2020: Second public notice – budget and truth in taxation
- June 1, 2020: Hearing and final budget adoption, truth in taxation hearing
- June 15, 2010: Adopt property tax levy

Council Member Conde thanked Ms. Duncan for her detailed presentation. She noted she will email her questions to staff, as requested by Mayor Weise.

In response to a statement by Mayor Weise, Mr. Montoya stated staff intends on presenting the budget as planned but will revise as they see the impact to the budget.

Council Member Pineda thanked Ms. Duncan for the presentation and stated he will contact staff if he has any questions.

Council Member Nielson thanked staff for providing the budget binder and stated he will get back to staff with his questions.

Council Member Kilgore thanked Ms. Duncan for the presentation and inquired if a digital version would be available since the binder delivered was not tabbed. In response, Ms. Duncan explained there is a digital version of the book online that might be easier for users.

Council Member Malone stated she did not have time to review the binder and expressed concern with receiving the binder without the tabs for easy use. Mr. Montoya agreed and explained they will get binders delivered with the requested tabs. Council Member Malone asked if the next meeting could be pushed up. Mr. Montoya explained the discussions can be split between the April 20 and May 4 City Council meetings.

Vice Mayor Dennis noted the online version of the budget book that was provided is linked but she still prefers a printed binder. She asked for clarification within the supplemental requests and why the contingent amount goes down, but the FTEs is only a difference of one. Ms. Duncan stated that this is additive, explaining the total supplemental request is the sum of both numbers. The total FTEs put forward of 31 are split into those anticipated being funded as of July 1st and those that would have to wait depending on resources.

5. ADJOURNMENT

There being no further business before the Council, Vice Mayor Dennis, moved to adjourn the Regular Meeting; Council Member Kilgore seconded the motion.

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

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye

Work Session and Regular City Council Meeting Minutes

April 6, 2020

Page **19** of **19**

Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 8:41 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 6th day of April 2020. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Appointments and Reappointments of Members to the City's Boards and Commissions

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve appointment's of members of the City's boards and commissions. The Council will take appropriate action.

BACKGROUND:

Both the Judicial Advisory Board and the Energy, Environment and Natural Resources Commission have members with terms expiring on July 31, 2020. Each of the members with a July 2020 expiration date are eligible for another full term and have all expressed interest in serving the additional term. Therefore, staff is presenting the reappointment of the members for City Council approval.

The City's three personnel retirement system boards each require the Mayor or the Mayor's designee to sit on the boards. The Mayor's designee was last held by Kirk Haines, the previous Parks and Recreation Director. Staff is recommending appointment of Jeff Sheetz, Chief Information Officer, to fill the current vacancy on the three boards.

As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of this agenda item for their appointment and/or reappointment of their respective board or commission.

DISCUSSION:

Reappointments:

Energy, Environment, And Natural Resources Commission

- Ariel Gomez as a Youth Member for her first full term to expire on July 31, 2021 (reappointment)

Judicial Advisory Board

- Maria Brewer as a Regular Member for a second full term to expire on July 31, 2024 (reappointment)
- David Fuller as a Regular Member for a second full term to expire on July 31, 2024 (reappointment)
- Michelle Molina as a Regular Member for her first full term to expire on July 31, 2024 (reappointment)

New Appointments:

Correction Officers Retirement Plan Board

- Jeff Scheetz as the Mayor's Designee for an indefinite term to follow his employment with the City of Avondale

Public Safety Personnel Retirement System Board (Police)

- Jeff Scheetz as the Mayor's Designee for an indefinite term to follow his employment with the City of Avondale

Public Safety Personnel Retirement System Board (Fire)

- Jeff Scheetz as the Mayor's Designee for an indefinite term to follow his employment with the City of Avondale

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the presented reappointments and new appointments of members of the city's boards, commissions, and committees.

CITY COUNCIL REPORT

SUBJECT: Water Storage Agreement - Central Arizona Water Conservation District - Agua Fria Recharge Project

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an Agreement for Storage of Water at the Agua Fria Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Central Arizona Water Conservation District (CAWCD) is responsible for operating the Agua Fria Recharge Project (AFRP) underground water storage facility located approximately four miles downstream of Lake Pleasant. The Arizona Department of Water Resources issued a permit which authorizes the underground storage of a maximum of 100,000 acre-feet of water annually at the AFRP.

On March 4, 2010, Avondale entered into an Agreement for Storage of Water at AFRP with CAWCD, in which CAWCD made available unused storage capacity at the AFRP for the City to store CAP water. In accordance with their adopted Recharge Rate Policy, CAWCD establishes a per acre-foot recharge rate for use of the AFRP the following year. Staff is presenting this agreement for renewal.

DISCUSSION:

Avondale uses Central Arizona Project (CAP) Water on "Off Project" land outside the watershed from the Salt and Verde River systems that are not entitled to Salt River Project water. CAP water can be stored underground, and unused CAP water can be turned into Long Term Storage Credits. Benefits to storing water underground include: no evaporation, goes toward our 100-year water supply, and is easily accounted for by the Arizona Department of Water Resources. Avondale's CAP water is stored at different locations within our aquifer. Council will consider a similar Water Storage Agreement for the Hieroglyphic Mountains Recharge Project storage facility tonight and for the Tonopah Desert Recharge Project storage facility at a future council meeting.

BUDGET IMPACT:

Costs associated with this Agreement are typically charged to Water Resources line item 501-9112-00-6350, C.A.P. Purchase Water and DWR Fee, and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve an Agreement for Storage of Water at the Agua Fria

Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**AGREEMENT FOR STORAGE OF WATER
AT THE
AGUA FRIA RECHARGE PROJECT**

1. PARTIES:

This agreement is made and entered into the _____ day of _____, 20_____, by and between the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as "CAWCD", and the CITY OF AVONDALE, hereinafter referred to as "Avondale".

2. RECITALS:

2.1 CAWCD is responsible for constructing and operating the Agua Fria Recharge Project (the "AFRP"), an underground storage facility that is located in the Avondale Active Management Area, within the floodplain of the Agua Fria River. The AFRP is unique because it consists of two components: (a) an in-channel component, known and regulated as the managed underground storage facility pursuant to ADWR permit no. 71-569775.0008, where CAP water is released from the Agua Fria Siphon Blowoff Structure into the channel of the Agua Fria River for underground storage and/or conveyance as in-channel surface water flows approximately four miles downstream to the constructed underground storage facility; and (b) a constructed component, known and regulated as the constructed underground storage facility pursuant to ADWR permit No. 71-569776.0009, consisting of an in-channel diversion dam and headworks structure, which divert water from the channel into a conveyance canal for delivery to approximately 115 acres of spreading basins. The AFRP is more specifically located in portions of Sections 31 and 32, Township 5N, Range 1E, and Section 6, Township 4N, Range 1E, GSRB&M, Maricopa County, Arizona.

2.2 ADWR has issued CAWCD a Constructed Underground Storage Facility Permit (Permit No. 71-569776.0009) and a Managed Underground Storage Permit for the AFRP (Permit No. 71-569775.0008). The Permits together authorize the underground storage of a combined maximum of 30,000 acre-feet of water per year at the AFRP. The AFRP is a State Demonstration Recharge Project pursuant to A.R.S. § 45-891.01, et seq.

2.3 Avondale desires to store CAP water at the AFRP and CAWCD agrees to make available unused storage capacity at the AFRP for such storage, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the payments to be paid by Avondale, and the covenants and agreements contained in this Agreement, and other good and valuable consideration, CAWCD and Avondale agree as follows:

3. DEFINITIONS:

As used in this Agreement, the following terms, when capitalized, have the following meanings:

- 3.1 ADWR: The Arizona Department of Water Resources.
- 3.2 AGUA FRIA RECHARGE PROJECT or AFRP: The combined constructed underground storage facility and managed underground storage facility, constructed and operated by CAWCD pursuant to the Permits, which is located in portions of Sections 31 and 32, Township 5N, Range 1E, and Section 6, Township 4N, Range 1E, GSRB&M, Maricopa County, Arizona.
- 3.3 AGUA FRIA SIPHON BLOWOFF STRUCTURE: The point at which Avondale Water is diverted from the CAP canal for delivery into the AFRP.
- 3.4 CENTRAL ARIZONA PROJECT (CAP): The water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures and associated measuring devices.
- 3.5 AVONDALE WATER: CAP water scheduled by Avondale under the terms of its Excess Water Contract.
- 3.6 PARTY/PARTIES: Either one or both of the parties to this Agreement.
- 3.7 PERMITS: The Constructed Underground Storage Facility Permit issued by the ADWR for the AFRP, permit no. 71-569775.0008, and the Managed Underground Storage Facility Permit issued by the ADWR for the AFRP, permit no. 71-569776.0009.

4. SCOPE OF SERVICES:

This Agreement is limited to the diversion of water at the Agua Fria Siphon Blowoff Structure into the AFRP and the storage of such water at the AFRP by CAWCD for the benefit of Avondale. CAWCD shall deliver Avondale water, which is scheduled by Avondale to the Agua Fria Siphon Blowoff Structure and

CAWCD shall store such water underground at the AFRP for the benefit of Avondale.

5. TERM OF AGREEMENT:

This Agreement shall become effective when executed by both Parties and shall remain in effect for ten (10) years unless the Parties agree in writing to extend the term or unless it is sooner terminated or canceled in accordance with the terms of this Agreement.

6. CONDITIONS RELATING TO STORAGE:

6.1 All storage of Avondale water at the AFRP shall be consistent with Arizona water law.

6.2 Avondale shall obtain a water storage permit from ADWR authorizing it to store Avondale water at the AFRP.

6.3 CAWCD's storage of Avondale water at the AFRP shall, at all times, comply with the Permits. CAWCD shall be responsible for filing annual reports as required by the Permits. CAWCD shall promptly notify Avondale of any changes or modifications to the Permits that would affect Avondale's rights under this Agreement. If one or both of the Permits are canceled or expire for any reason, Avondale may terminate this Agreement.

7. PROCEDURE FOR SCHEDULING STORAGE CAPACITY

7.1 As soon as practicable after the date of execution of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of AFRP storage capacity it desires to use during the year in which this Agreement is executed. Thereafter, on or before October 1 of each year during the term of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of AFRP storage capacity Avondale desires to use during the following year.

7.2 As soon as practicable after receipt of Avondale's proposed schedule following the execution of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of AFRP storage capacity that is available to Avondale for the year in which this Agreement is executed. Thereafter, on or before November 15 of each year during the term of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of AFRP storage capacity that is available to Avondale for the following year, if any.

8. WATER STORAGE RATE

8.1 Each year under the term of this Agreement, CAWCD shall establish a per acre-foot recharge rate ("Annual Recharge Rate") for use of AFRP storage capacity for the following year, in accordance with CAWCD's adopted Recharge Rate Policy. Avondale shall be obligated to pay CAWCD this annual Recharge Rate for each acre-foot of storage capacity used by Avondale during the year. Such payment shall be in accordance with the provisions of Section 13 below.

9. OPERATING AGENT:

9.1 CAWCD shall be responsible for operating the AFRP.

9.2 CAWCD shall retain sole responsibility and authority for decisions relating to the AFRP operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.

9.3 Whenever practicable, CAWCD shall inform Avondale ninety (90) days in advance of any matter which may substantially affect the AFRP or the rights of Avondale.

10. DESTRUCTION/RECONSTRUCTION OF THE AFRP:

In the event of destruction of all or part of the AFRP, CAWCD may repair or reconstruct the AFRP, but CAWCD shall not be obligated to do so.

11. WATER MEASUREMENT AND ACCOUNTING:

11.1 CAWCD shall base its accounting for water delivered to the AFRP on actual measurements, methods required by the Permit and/or generally accepted accounting and engineering practices.

11.2 CAWCD shall install and maintain a flow measurement system in the Agua Fria Siphon Blowoff Structure to measure the amount of water diverted from the CAP into the AFRP. CAWCD shall test and maintain the accuracy of this system within a plus or minus 5 percent of actual flows.

11.3 CAWCD shall determine evaporation losses representative of the conditions at or near the AFRP using the method indicated in the Permits or using actual measurements, when available. Any other losses in the AFRP shall be calculated using generally accepted engineering practices.

- 11.4 All losses that occur at the AFRP, other than by evaporation, will be calculated using generally accepted engineering practices and water-level readings from the gauges in the basins.
- 11.5 CAWCD shall prepare a monthly water accounting report of water stored at the AFRP for Avondale. The report shall include the daily amount of water stored and the losses calculated as described in this Section.
- 11.6 CAWCD shall provide the ADWR with water accounting reports for the AFRP as required by the Permits.
- 11.7 The water accounting reports prepared pursuant to this Section shall be sent to Avondale monthly and shall be retained by CAWCD for at least three years.
- 11.8 CAWCD shall provide Avondale copies of the AFRP annual report submitted to ADWR.

12. WATER QUALITY:

Avondale shall indemnify and hold harmless CAWCD against all losses to third parties resulting from water quality degradation or harm to property caused by Avondale's use of the AFRP, due to the commingling of Avondale Water with the groundwater or water flowing above or below the surface of the Agua Fria riverbed. Further, Avondale waives any claim on its own behalf against CAWCD for water quality degradation or harm to property arising from such commingling, unless such claim is intended to enforce the indemnification provision of this Section; provided, however, that Avondale shall indemnify and hold harmless CAWCD only to the extent that indemnification is not provided to CAWCD by the State of Arizona pursuant to A.R.S. §45-898.01; and provided, further, however, that Avondale's indemnification shall only extend to the percentage of degradation attributable to the water stored on behalf of Avondale at the AFRP under the terms of this Agreement. Avondale retains the right to claims over against any other entity, including CAWCD, storing water in the AFRP in the amount proportionate to such amount stored by those other entities. In no event shall CAWCD assume liability for water quality degradation resulting from the storage of water in the AFRP, solely due to its performance of obligations as the operating agent under this Agreement.

13. BILLING AND PAYMENTS:

- 13.1 On or before the 15th day of each month, CAWCD will bill Avondale for each acre-foot of storage capacity used by Avondale during the previous month. The amount billed to Avondale shall be equal to the Annual Recharge Rate multiplied by the number of acre-feet of Avondale water delivered to the AFRP as measured at the Agua Fria Siphon Blowoff Structure. Avondale shall pay CAWCD within thirty (30) days of receipt of such bill. Payment is not contingent upon and is not related to Avondale's accrual of long-term storage credits from water stored at the AFRP.
- 13.2 If payment due under this Agreement remains unpaid more than sixty (60) days after its due date, CAWCD may terminate this Agreement effective upon written notice to Avondale. In the event CAWCD terminates this Agreement, Avondale shall remain obligated to pay any outstanding balance.

14. AUTHORIZATIONS AND APPROVALS:

Avondale shall be responsible for obtaining, at its own expense, any permits, authorizations and approvals required for the underground storage and recovery of water in the AFRP or for Avondale's performance under this Agreement. Avondale shall keep CAWCD informed of its applications for such permits and authorizations. CAWCD will share information with Avondale to assist Avondale in its permit application. Avondale shall also be responsible for filing any annual reports or other documents necessary to maintain its right to store water at the AFRP.

15. LIABILITY

- 15.1 Each Party shall assume liability for its own negligence and shall indemnify the other against any damages the non-negligent Party incurs as a result of the negligent Party's action or inaction.
- 15.2 CAWCD shall assume no liability to Avondale for claims of damage resulting from CAWCD's decision to curtail or stop water flows to the AFRP site during storm or emergency conditions.
- 15.3 CAWCD shall assume no liability to Avondale for quantities of recoverable or unrecoverable water stored underground or removed from underground storage; nor to replace water lost, unintentionally misdirected or otherwise failing to reach the underlying aquifer. CAWCD, Avondale and any other entities storing water at the AFRP

shall share in any deficiency resulting from such lost, misdirected or otherwise unstored water in proportion to the amount of the AFRP capacity it used at the time the deficiency accrued.

- 15.4 Liability, as described in Section 12 related to water stored in the AFRP by Avondale prior to termination of this Agreement, shall remain with Avondale after termination of this Agreement. This Section 15.4 shall survive expiration or termination of this Agreement, and remain in full force and effect.
- 15.5 In the event any third party institutes an action against CAWCD, Avondale or other entities storing water at the AFRP for claims arising from the activities undertaken pursuant to this Agreement, the parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

16. INSURANCE

- 16.1 During the term of this Agreement, unless otherwise agreed in writing by CAWCD, Avondale shall procure and maintain in force or cause to be procured and maintained in force the following types of insurance:
 - 16.1.1 Commercial General Liability Insurance naming CAWCD as an additional insured, including bodily injury, personal injury, property damage, wrongful death, and contractual liability with a minimum limit of \$1,000,000 per occurrence.
 - 16.1.2 Business Automobile Liability Insurance with a minimum limit of \$1,000,000.
 - 16.1.3 Worker's Compensation as required by Arizona State law and Employees' Liability Insurance with limits of \$1,000,000 per accident, \$1,000,000 per employee per disease and \$1,000,000 aggregate for disease.
 - 16.1.4 Commercial Umbrella – combined single limit of \$4,000,000.
- 16.2 Any insurance carried by CAWCD shall be excess and not contributory insurance to any insurance afforded hereunder. Avondale shall submit satisfactory proof of insurance to CAWCD prior to use of the AFRP. Such proof of insurance shall be in the form of a certificate stating the coverage provided and that such insurance shall not be canceled until after thirty (30) days prior written notice thereof shall have been given to CAWCD.

16.3 With written approval of CAWCD, Avondale may self-insure or combine the coverages required by this Agreement with coverages outside the scope of that required by this Agreement.

16.4 If Avondale fails to acquire, provide or continue the insurance coverages required CAWCD may terminate this Agreement immediately upon written notice to Avondale.

17. DEFAULT:

17.1 Avondale and CAWCD shall pay all monies and carry out all other performances, duties and obligations agreed to be paid and/or performed by them pursuant to this Agreement. A default by Avondale or CAWCD in the covenants and obligations to be kept and performed by it shall be an act of default under this Agreement.

17.2 In the event of a default by CAWCD or Avondale, then, within thirty (30) days following notice of such default by the non-defaulting Party, the defaulting Party shall remedy such default either by advancing the necessary funds and/or rendering the necessary performance. Such notice shall specify the existence and nature of such default. If such default is not remedied within the time specified, the non-defaulting party may terminate this Agreement upon 24 hours written notice.

18. UNCONTROLLABLE FORCES:

Neither Party to this Agreement shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of Avondale to pay costs and expenses) when a failure of performance is due to Uncontrollable Forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to, the failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence, it shall be unable to overcome.

19. RESOLUTION OF DISPUTES:

19.1 A Party having a dispute under this Agreement that cannot be resolved by the Parties, may submit the dispute to arbitration. Arbitration shall be subject to the following provisions:

19.1.1 Arbitration shall be binding only upon the consent of the Parties.

19.1.2 A Party wishing to submit a dispute to arbitration shall provide thirty (30) days written notice to the other Party of its intent to pursue arbitration and shall name one arbitrator at that time. Within fifteen (15) days of receiving this notice, the other Party to the dispute shall name one arbitrator and give written notice to the other Party of its selection. The two selected arbitrators shall, within five (5) days of selection of the second arbitrator, jointly select a third arbitrator.

19.1.3 Within thirty (30) days from the selection of the third arbitrator, the arbitrators shall hold a hearing. Within thirty (30) days from the conclusion of the hearing, the arbitrators shall render a decision on the dispute.

19.1.4 Arbitration shall be subject to the Arizona Arbitration Act, Arizona Revised Statutes, Title 12, Chapter 9, Article 1. In the event of a conflict between this Agreement and the Arizona Arbitration Act, the provisions of this Agreement shall prevail.

19.1.5 A Party that is dissatisfied with the results of non-binding arbitration may pursue any other legal or equitable remedy not expressly provided for in this Section 19 and available to resolve the dispute.

20. ACTION PENDING RESOLUTION OF DISPUTES:

Pending the resolution of a dispute pursuant to Section 19, each Party shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Any amount paid by a Party pursuant to this Section 20 during the course of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

21. GOVERNING LAWS

This Agreement shall be governed by laws of the State of Arizona.

22. BINDING OBLIGATIONS:

All of the obligations set forth in the Agreement shall bind CAWCD and its successors and assigns. This Agreement shall not be assigned by Avondale or accrue to Avondale's successor, nor shall the AFRP capacity use rights hereunder of Avondale be used by another party, without the prior written consent of CAWCD. CAWCD retains the right to sell, lease, assign or otherwise convey its ownership of the AFRP to a third party. In such event, CAWCD may cancel this Agreement upon written notice to Avondale.

23. NOTICES:

23.1 Notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Central Arizona Water Conservation District
c/o General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020

City of Avondale
c/o City Clerk
12465 W. Civic Center Drive, Suite 280
Avondale, AZ 85323

23.2 A Party may, at any time, by notice to the other Party, designate different or additional persons or different addresses for the giving of notices.

24. THIRD PARTY BENEFICIARIES:

This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

25. WAIVER:

The waiver by either Party of a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term covenant or condition of this Agreement.

26. HEADINGS:

Title and paragraph headings are for reference only and are not part of this Agreement.

27. ENTIRE AGREEMENT:

The terms, covenants and conditions of this Agreement constitute the entire agreement between the Parties relative to the use of AFRP storage capacity, and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by both Parties.

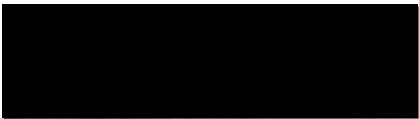
28. CONFLICT OF INTEREST

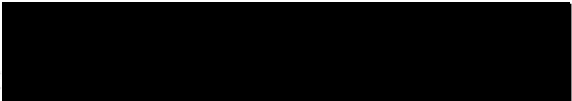
This Contract is subject to cancellation pursuant to the provisions of A.R.S. §38-511 relating to conflict of interest.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: 
Lisa A. Atkins, President

Attest 
Sharon B. Megdal, Secretary

CITY OF AVONDALE

By: _____

Its: _____
Title

Attest:

City Clerk

Approved as to form:

CITY COUNCIL REPORT

SUBJECT: Water Storage Agreement - Central Arizona Water Conservation District - Hieroglyphic Mountains Recharge Project

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an Agreement for Storage of Water at the Hieroglyphic Mountains Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Central Arizona Water Conservation District (CAWCD) is responsible for operating the Hieroglyphic Mountains Recharge Project (HMRP) underground water storage facility located in the west Salt River Valley adjacent to and north of the Hayden-Rhodes Aqueduct, upstream of the Agua Fria River siphon. The Arizona Department of Water Resources issued a permit which authorizes the underground storage of a maximum of 35,000 acre-feet of water annually at the HMRP.

On March 4, 2010, Avondale entered into an Agreement for Storage of Water at HMRP with CAWCD, in which CAWCD made available unused storage capacity at the HMRP for the City to store CAP water. In accordance with their adopted Recharge Rate Policy, CAWCD establishes a per acre-foot recharge rate for use of the HMRP the following year. Staff is presenting this agreement for renewal.

DISCUSSION:

Avondale uses Central Arizona Project (CAP) Water on "Off Project" land outside the watershed from the Salt and Verde River systems that are not entitled to Salt River Project water. CAP water can be stored underground, and unused CAP water can be turned into Long Term Storage Credits. Benefits to storing water underground include: no evaporation, goes toward our 100-year water supply, and is easily accounted for by the Arizona Department of Water Resources. Avondale's CAP water is stored at different locations within our aquifer. Council will consider a similar Water Storage Agreement for the Agua Fria storage facility tonight and for the Tonopah Desert Recharge Project storage facility at a future council meeting.

BUDGET IMPACT:

Costs associated with this Agreement are typically charged to Water Resources line item 501-9112-00-6350, C.A.P. Purchase Water and DWR Fee, and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve an Agreement for Storage of Water at the Hieroglyphic

Mountains Recharge Project with the Central Arizona Water Conservation District and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**AGREEMENT FOR STORAGE OF WATER
AT THE
HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT**

1. PARTIES:

This agreement is made and entered into the _____ day of _____, 2020, by and between the Central Arizona Water Conservation District, hereinafter referred to as "CAWCD", and the CITY OF AVONDALE, hereinafter referred to as "Avondale".

2. RECITALS:

2.1 CAWCD is responsible for constructing and operating the Hieroglyphic Mountains Recharge Project (the "HMRP"), an underground storage facility that is located in the Phoenix Active Management Area. The HMRP is located in the west Salt River Valley and located adjacent to and north of the Hayden-Rhodes Aqueduct, upstream of the Agua Fria River siphon.

2.2 ADWR has issued CAWCD a Constructed Underground Storage Facility Permit (Permit No. 71-584466.0004) to CAWCD for the HMRP. The Permit authorizes the underground storage of a maximum of 35,000 acre-feet of water annually at the HMRP. The HMRP is a State Demonstration Recharge Project pursuant to A.R.S. §45-891.01 et seq.

2.3 Avondale desires to store CAP water at the HMRP and CAWCD agrees to make available unused storage capacity at the HMRP for such storage, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the payments to be paid by Avondale, and the covenants and agreements contained in this Agreement, and other good and valuable consideration, CAWCD and Avondale agree as follows:

3. DEFINITIONS:

As used in this Agreement, the following terms, when capitalized, have the following meanings:

3.1 ADWR: The Arizona Department of Water Resources.

3.2 CENTRAL ARIZONA PROJECT (CAP): The water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures and associated measuring devices.

- 3.3 HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT or HMRP: The constructed underground storage facility, constructed and operated by CAWCD pursuant to the Permit, which is located in portions of Sections 23 and 24, Township 5N, Range 2W, GSRB&M, Maricopa County, Arizona. The United States holds title to property along the CAP Aqueduct in the project vicinity, but has transferred the right to use the property to CAWCD.
- 3.4 HMRP TURNOUT STRUCTURE: The point at which Avondale Water is diverted from the CAP canal for delivery into the HMRP.
- 3.5 PARTY/PARTIES: Either one or both of the parties to this Agreement.
- 3.6 PERMIT: The Constructed Underground Storage Facility Permit issued by the ADWR for the HMRP facility, permit no. 71-584466.0004.

4. SCOPE OF SERVICES:

This Agreement is limited to the diversion of water at the HMRP Turnout Structure, and the storage of such water at the HMRP by CAWCD for the benefit of Avondale. CAWCD shall deliver Avondale Water, which is scheduled by Avondale for storage at the HMRP in accordance with this Agreement, and CAWCD shall store such water underground at the HMRP for the benefit of Avondale.

5. TERM OF AGREEMENT:

This Agreement shall become effective when executed by both Parties and shall remain in effect for ten (10) years unless the Parties agree in writing to extend the term or unless it is sooner terminated or canceled in accordance with the terms of this Agreement.

6. CONDITIONS RELATING TO STORAGE:

- 6.1 All storage of Avondale water at the HMRP shall be consistent with Arizona water law.
- 6.2 Avondale shall obtain a water storage permit from ADWR authorizing it to store Avondale Water at the HMRP.
- 6.3 CAWCD's storage of Avondale Water at the HMRP shall, at all times, comply with the Permit. CAWCD shall be responsible for filing annual reports as required by the Permit. CAWCD shall promptly notify Avondale of any changes or modifications to the Permit that would affect Avondale's rights under this Agreement. If the Permit is canceled or expires for any reason, Avondale may terminate this Agreement.

7. PROCEDURE FOR SCHEDULING STORAGE CAPACITY

7.1 As soon as practicable after the date of execution of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of HMRP storage capacity it desires to use during the year in which this Agreement is executed. Thereafter, on or before October 1 of each year during the term of this Agreement, Avondale shall submit to CAWCD a proposed schedule indicating the amount of HMRP storage capacity Avondale desires to use during the following year.

7.2 As soon as practicable after receipt of Avondale's proposed schedule following the execution of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of HMRP storage capacity that is available to Avondale for the year in which this Agreement is executed. Thereafter, on or before November 15 of each year during the term of this Agreement, CAWCD shall return to Avondale the schedule, as adjusted by and acceptable to CAWCD, indicating the amount of HMRP storage capacity that is available to Avondale for the following year, if any.

8. WATER STORAGE RATE

Each year under the term of this Agreement, CAWCD shall establish a per acre-foot recharge rate ("Annual Recharge Rate") for use of HMRP storage capacity for the following year, in accordance with CAWCD's adopted Recharge Rate Policy. Avondale shall be obligated to pay CAWCD this annual Recharge Rate for each acre-foot of storage capacity used by Avondale during the year. Such payment shall be in accordance with the provisions of Section 13 below.

9. OPERATING AGENT:

9.1 CAWCD shall be responsible for operating the HMRP.

9.2 CAWCD shall retain sole responsibility and authority for decisions relating to the HMRP operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.

9.3 Whenever practicable, CAWCD shall inform Avondale ninety (90) days in advance of any matter which may substantially affect the HMRP or the rights of Avondale.

10. DESTRUCTION/RECONSTRUCTION OF THE HMRP:

In the event of destruction of all or part of the HMRP, CAWCD may repair or reconstruct the HMRP, but CAWCD shall not be obligated to do so.

11. WATER MEASUREMENT AND ACCOUNTING:

- 11.1 CAWCD shall base its accounting for water delivered to the HMRP on actual measurements, methods required by the Permit and/or generally accepted accounting and engineering practices.
- 11.2 CAWCD shall install and maintain a flow measurement system to measure the amount of water diverted from the CAP into the HMRP. CAWCD shall test and maintain the accuracy of this system within plus or minus 5 percent of actual flows.
- 11.3 CAWCD shall determine evaporation losses representative of the conditions at or near the HMRP using the method indicated in the Permit or using actual measurements, when available. Any other losses in the HMRP shall be calculated using generally accepted engineering practices.
- 11.4 All losses that occur at the HMRP, other than by evaporation, will be calculated using generally accepted engineering practices and water-level readings from the gauges in the basins.
- 11.5 CAWCD shall prepare a monthly water accounting report of water stored at the HMRP for Avondale. The report shall include the daily amount of water stored and the losses calculated as described in this Section.
- 11.6 CAWCD shall provide the ADWR with water accounting reports for the HMRP as required by the Permit.
- 11.7 The water accounting reports prepared pursuant to this Section shall be sent to Avondale monthly and shall be retained by CAWCD for at least three years.
- 11.8 CAWCD shall provide Avondale copies of the HMRP annual reports submitted to ADWR.

12. WATER QUALITY:

Avondale shall indemnify and hold harmless CAWCD against all losses to third parties resulting from water quality degradation or harm to property caused by Avondale's use of the HMRP, due to the commingling of Avondale Water with the groundwater. Further, Avondale waives any claim on its own behalf against CAWCD for water quality degradation or harm to property arising from such commingling, unless such claim is intended to enforce the indemnification provision of this Section; provided, however, that Avondale shall indemnify and hold harmless CAWCD only to the extent that indemnification is not provided to CAWCD by the State of Arizona pursuant to A.R.S. §45-898.01; and provided,

further, however, that FWID's indemnification shall only extend to the percentage of degradation attributable to the water stored on behalf of Avondale at the HMRP under the terms of this Agreement. Avondale retains the right to claims over against any other entity, including CAWCD, storing water in the HMRP in the amount proportionate to such amount stored by those other entities. In no event shall CAWCD assume liability for water quality degradation resulting from the storage of water in the HMRP, solely due to its performance of obligations as the operating agent under this Agreement.

13. BILLING AND PAYMENTS:

13.1 On or before the 15th day of each month, CAWCD will bill Avondale for each acre-foot of storage capacity used by Avondale during the previous month. The amount billed to Avondale shall be equal to the Annual Recharge Rate multiplied by the number of acre-feet of Avondale Water delivered to the HMRP as measured at the HMRP Turnout. Avondale shall pay CAWCD within thirty (30) days of receipt of such bill. Payment is not contingent upon and is not related to Avondale's accrual of long-term storage credits from water stored at the HMRP.

13.2 If payment due under this Agreement remains unpaid more than sixty (60) days after its due date, CAWCD may terminate this Agreement effective upon written notice to Avondale. In the event CAWCD terminates this Agreement, Avondale shall remain obligated to pay any outstanding balance.

14. AUTHORIZATIONS AND APPROVALS:

Avondale shall be responsible for obtaining, at its own expense, any permits, authorizations and approvals required for the underground storage and recovery of water in the HMRP or for Avondale's performance under this Agreement. Avondale shall keep CAWCD informed of its applications for such permits and authorizations. CAWCD will share information with Avondale to assist Avondale in its permit application. Avondale shall also be responsible for filing any annual reports or other documents necessary to maintain its right to store water at the HMRP.

15. LIABILITY

15.1 Each Party shall assume liability for its own negligence and shall indemnify the other against any damages the non-negligent Party incurs as a result of the negligent Party's action or inaction.

- 15.2 CAWCD shall assume no liability to Avondale for claims of damage resulting from CAWCD's decision to curtail or stop water flows to the HMRP site during storm or emergency conditions.
- 15.3 CAWCD shall assume no liability to Avondale for quantities of recoverable or unrecoverable water stored underground or removed from underground storage; nor to replace water lost, misdirected or otherwise failing to reach the underlying aquifer. CAWCD, Avondale and any other entities storing water at the HMRP shall share in any deficiency resulting from such lost, misdirected or otherwise unstored water in proportion to the amount of the HMRP capacity it used at the time the deficiency accrued.
- 15.4 Liability, as described in Section 12 related to water stored in the HMRP by Avondale prior to termination of this Agreement, shall remain with Avondale after termination of this Agreement. This Section 15.4 shall survive expiration or termination of this Agreement, and remain in full force and effect.
- 15.5 In the event any third party institutes an action against CAWCD, Avondale or other entities storing water at the HMRP for claims arising from the activities undertaken pursuant to this Agreement, the parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

16. INSURANCE

- 16.1 During the term of this Agreement, unless otherwise agreed in writing by CAWCD, Avondale shall procure and maintain in force or cause to be procured and maintained in force the following types of insurance:
 - 16.1.1 Commercial General Liability Insurance naming CAWCD as an additional insured, including bodily injury, personal injury, property damage, wrongful death, and contractual liability with a minimum limit of \$1,000,000 per occurrence.
 - 16.1.2 Business Automobile Liability Insurance with a minimum limit of \$1,000,000.
 - 16.1.3 Worker's Compensation as required by Arizona State law and Employees' Liability Insurance with limits of \$1,000,000 per accident, \$1,000,000 per employee per disease and \$1,000,000 aggregate for disease.
 - 16.1.4 Commercial Umbrella – combined single limit of \$4,000,000.

- 16.2 Any insurance carried by CAWCD shall be excess and not contributory insurance to any insurance afforded hereunder. Avondale shall submit satisfactory proof of insurance to CAWCD prior to use of the HMRP. Such proof of insurance shall be in the form of a certificate stating the coverage provided and that such insurance shall not be canceled until after thirty (30) days prior written notice thereof shall have been give to CAWCD.
- 16.3 With written approval of CAWCD, Avondale may self-insure or combine the coverages required by this Agreement with coverages outside the scope of that required by this Agreement.
- 16.4 If Avondale fails to acquire, provide or continue the insurance coverages required CAWCD may terminate this Agreement immediately upon written notice to Avondale.

17. DEFAULT:

- 17.1 Avondale and CAWCD shall pay all monies and carry out all other performances, duties and obligations agreed to be paid and/or performed by them pursuant to this Agreement. A default by Avondale or CAWCD in the covenants and obligations to be kept and performed by it shall be an act of default under this Agreement.
- 17.2 In the event of a default by CAWCD or Avondale, then, within thirty (30) days following notice of such default by the non-defaulting Party, the defaulting Party shall remedy such default either by advancing the necessary funds and/or rendering the necessary performance. Such notice shall specify the existence and nature of such default. If such default is not remedied within the time specified, the non-defaulting party may terminate this Agreement upon 24 hours written notice.

18. UNCONTROLLABLE FORCES:

Neither Party to this Agreement shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of Avondale to pay costs and expenses) when a failure of performance is due to Uncontrollable Forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to, the failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals

from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence, it shall be unable to overcome.

19. RESOLUTION OF DISPUTES:

19.1 A Party having a dispute under this Agreement that cannot be resolved by the Parties may submit the dispute to arbitration. Arbitration shall be subject to the following provisions:

19.1.1 Arbitration shall be binding only upon the consent of the Parties.

19.1.2 A Party wishing to submit a dispute to arbitration shall provide thirty (30) days written notice to the other Party of its intent to pursue arbitration and shall name one arbitrator at that time. Within fifteen (15) days of receiving this notice, the other Party to the dispute shall name one arbitrator and give written notice to the other Party of its selection. The two selected arbitrators shall, within five (5) days of selection of the second arbitrator, jointly select a third arbitrator.

19.1.3 Within thirty (30) days from the selection of the third arbitrator, the arbitrators shall hold a hearing. Within thirty (30) days from the conclusion of the hearing, the arbitrators shall render a decision on the dispute.

19.1.4 Arbitration shall be subject to the Arizona Arbitration Act, Arizona Revised Statutes, Title 12, Chapter 9, Article 1. In the event of a conflict between this Agreement and the Arizona Arbitration Act, the provisions of this Agreement shall prevail.

19.1.5 A Party that is dissatisfied with the results of non-binding arbitration may pursue any other legal or equitable remedy not expressly provided for in this Section 19 and available to resolve the dispute.

20. ACTION PENDING RESOLUTION OF DISPUTES:

Pending the resolution of a dispute pursuant to Section 19, each Party shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Any amount paid by a Party pursuant to this Section 20 during the course of such dispute shall

be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

21. GOVERNING LAWS

This Agreement shall be governed by laws of the State of Arizona.

22. BINDING OBLIGATIONS:

All of the obligations set forth in the Agreement shall bind CAWCD and its successors and assigns. This Agreement shall not be assigned by Avondale or accrue to Avondale's successor, nor shall the HMRP capacity use rights hereunder of Avondale be used by another party, without the prior written consent of CAWCD. CAWCD retains the right to sell, lease, assign or otherwise convey its ownership of the HMRP to a third party. In such event, CAWCD may cancel this Agreement upon written notice to Avondale.

23. NOTICES:

23.1 Notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Central Arizona Water Conservation District
c/o General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020

City of Avondale
C/O City Clerk
11465 W. Civic Center Drive, Suite 280
Avondale, AZ 85323

23.2 A Party may, at any time, by notice to the other Party, designate different or additional persons or different addresses for the giving of notices.

24. THIRD PARTY BENEFICIARIES:

This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

25. WAIVER:

The waiver by either Party of a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term covenant or condition of this Agreement.

26. HEADINGS:

Title and paragraph headings are for reference only and are not part of this Agreement.

27. ENTIRE AGREEMENT:

The terms, covenants and conditions of this Agreement constitute the entire agreement between the Parties relative to the use of HMRP storage capacity, and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties.

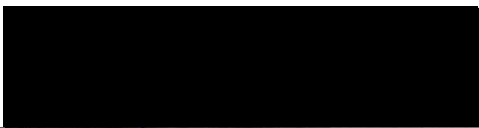
28. CONFLICT OF INTEREST:

This Contract is subject to cancellation pursuant to the provisions of A.R.S. §38-511 relating to conflict of interest.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: 
Lisa A. Atkins, President

Attest: 
Sharon B. Megdal, Secretary

CITY OF AVONDALE

By: _____

Its: _____
Title

Attest:

City Clerk

Approved as to form:

CITY COUNCIL REPORT

SUBJECT: Resolution 1029-0520 – Intergovernmental Agreement with the Arizona Department of Transportation - Street Sweeper Procurement

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 1029-0520 authorizing an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the procurement of a PM-10 Certified Street Sweeper and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The City of Avondale applied for a PM-10 Certified Street Sweeper Grant in September of 2019 through the Maricopa Association of Governments (MAG). The MAG Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2020 funding and programmed funds for their procurement. The City of Avondale is on the Prioritized List to receive reimbursable funding for one Street Sweeper. The City of Avondale has approved funding in the current fiscal year budget for the purchase.

The purpose of the IGA is to allow the City to utilize contracts solicited by ADOT. The City will make payments directly to the vendor, after such time the City will submit supporting documentation to MAG for review and approval of reimbursement up to \$239,967.00.

DISCUSSION:

The Streets Division maintains a rigorous schedule of street sweeping to ensure citizens and customers have clean roadways, parking lots at City facilities, and to enhance the quality of life in our neighborhoods. Arterial streets are swept every other week (twice a month). Collector and neighborhood streets are swept once per month coordinating with bulk trash service. This is a standard minimum service and additional sweeping is done when necessary. Most notably, the street sweeper routinely responds to requests from other departments, such as Police to clear debris from accidents in the roadway, and emergency needs during weather events.

Lane miles are increasing with the development of new subdivisions. This new sweeper will replace an existing Street Sweeper (Vehicle #1581).

BUDGET IMPACT:

The MAG grant funding was not anticipated during the FY2020 budget process. The grant eligible expenses and the reimbursement will be budgeted to the Other Grants Fund (209). The City's match will be budgeted to the Vehicle Replacement fund where the purchase of the Street Sweeper was originally anticipated before

this award (601-5200-00-8120). Staff will need to process a budget transfer from the unanticipated resources line item to create the appropriation for the MAG grant.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the procurement of a PM-10 Certified Street Sweeper and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 1029-0520

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO THE PROCUREMENT OF PM-10 CERTIFIED STREET SWEEPERS.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation relating to funding through the Maricopa Association of Government's Transportation Improvement Program for the Procurement of PM-10 Certified Street Sweepers between the Avondale Public Works Department and the State of Arizona Department of Transportation (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 18, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1029-0520

[Agreement]

See following pages.

ADOT CAR No.: IGA 20-0007710-I
AG Contract No.: P001 2020 000729
Project Location/Name: PM-10 Certified
Street Sweepers
Type of Work: Procurement
Federal-aid No.: n/a
ADOT Project No.: T0222 02X
TIP/STIP No.: AVN21-800
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The Maricopa Association of Governments (MAG) Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2020 funding. The MAG Transportation Improvement Program ("TIP") has programmed funds available to the City for the Procurement of PM-10 Certified Street Sweepers ("Street Sweeper(s)"). A PM-10 Certified Street Sweeper is a street sweeper that is certified by the South Coast Air Quality Management District (SCAQMD) as meeting SCAQMD Rule 1186 certification standards.
4. The purpose of this Agreement is to allow the City to utilize contract(s) solicited and established by ADOT Procurement for the purchase, payment to the supplier by the City, and seek reimbursement from the State for PM-10 Certified Street Sweeper(s).

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After funding is authorized, MAG will send a notice to proceed letter ("NTP") and ADOT Procurement will solicit and enter into a contract(s) with authorized supplier(s) for the purchase of Street Sweeper(s). The City will utilize ADOT's Procurement process and resultant contract(s) as developed and entered into for the procurement of the Street Sweeper(s) and issue a purchase order to the authorized supplier.
 - b. The City will make all payments directly to the vendor and be responsible for all costs incurred for the purchase of the Street Sweeper(s).
 - c. Within 30 days after payment for the Street Sweeper(s), the City will submit an invoice, including all back-up documentation, to MAG for review and approval, of eligible costs incurred by the City for the purchase of the Street Sweeper(s) at a cost not yet determined but will not exceed \$239,967.00. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
 - d. Within 30 days after receipt of the MAG approved invoice, the State will reimburse the City up to \$239,967.00, the amount programmed and approved for the procurement of the Street Sweeper(s).
 - e. The City shall maintain and operate the Street Sweeper(s) for its useful life and contact MAG prior to disposal. Within 30 days after disposal of the Street Sweeper(s) return proceeds to ADOT, less the City's share.
 - f. The City will procure the Street Sweeper(s) and request reimbursement within one year after the date of the MAG NTP letter.
 - g. To comply with the ADOT Federal Property Management Standards for the Street Sweeper(s) purchased.
 - h. The City will comply with applicable requirements prescribed by MAG with respect to Street Sweeper(s) and related activities.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled after 30 days' prior written notice to the other Parties. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
5. The cost under this Agreement is to be covered by the funds programmed, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of funds, or that certain costs may not be accepted as eligible for reimbursement. Therefore, the City agrees to pay the difference between actual costs of the Project and the funds received.
6. Should the funding be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic

or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

10. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
16. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
18. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
19. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E

City of Avondale
Attn:
Address

Phoenix, AZ 85007
JPABranch@azdot.gov

City, AZ Zip Code
Phone #
Fax #

For Project Administration:

Arizona Department of Transportation
Local Public Agency Section
205 S. 17th Avenue, Suite 291
Phoenix, AZ 85007
LocalPublicAgencySection@azdot.gov

City of Avondale
Attn:
Address
City, AZ Zip Code
Phone #
Fax #

For Financial Administration:

Arizona Department of Transportation
Local Public Agency Section
205 S. 17th Avenue, Suite 291
Phoenix, AZ 85007
LocalPublicAgencySection@azdot.gov

City of Avondale
Attn:
Address
City, AZ Zip Code
Phone #
Fax #

20. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
21. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
CHARLES A. MONTROYA
City Manager

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

City Attorney

Date

CITY COUNCIL REPORT

SUBJECT: Resolutions 1030-0520 and 1031-0520 – Roosevelt Park II Phase 2 Maintenance Improvement District

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1030-0520 declaring its intention to form the City of Avondale Maintenance Improvement District No. 20, Roosevelt Park II Phase 2, providing for the assessment, and Resolution 1031-0520 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, private streets within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 20, Roosevelt Park II Phase 2 located at the northeast corner of Van Buren Street and 111th Avenue, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

PUBLIC PARTICIPATION:

Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review MID applications.

ANALYSIS:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Development and Engineering Services Department, which recommends that City Council formally approve the MID to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner's Association fails.

DISCUSSION:

The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale's Subdivision Regulations and State statute governing Maintenance Improvement District formation.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:

Staff recommends Council **ADOPT** a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 20, Roosevelt Park II Phase 2, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

PROPOSED MOTION:

I move that City Council adopt the necessary resolutions approving City of Avondale Maintenance Improvement District No. 20, Roosevelt Park II Phase 2, subject to two (2) recommended conditions of approval as listed in the staff report.

RESOLUTION 1030-0520

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 20 – ROOSEVELT PARK PHASE II, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 20 – Roosevelt Park Phase II (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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

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

SECTION 2. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 20 – Roosevelt Park Phase II, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 20 – Roosevelt Park Phase II.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 18, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 1030-0520

[Legal Description of Assessment District and Assessment Diagram]

See following pages.



**Legal Description
for
ROOSEVELT PARK UNIT II PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT (MID)**

Job No. 17-414

March 9, 2020

A portion of the Southeast Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole, from which the Southeast Corner of said Section 6, being marked by a City of Avondale brass cap in handhole, bears North 89 degrees 05 minutes 04 seconds East, 2613.62 feet;

thence along the West line of said Southeast Quarter, North 0 degrees 16 minutes 45 seconds West, 95.45 feet to an angle point on the exterior boundary of that plat of 'Roosevelt Park – Phase 1' recorded in Book 1444, Page 4 of Maricopa County Records, said point being the **POINT OF BEGINNING**;

thence continuing along said West line, North 0 degrees 16 minutes 45 seconds West, 1697.87 feet;

thence departing said West line, North 89 degrees 43 minutes 15 seconds East, 40.00 feet;

thence South 0 degrees 16 minutes 45 seconds East, 600.25 feet;

thence North 89 degrees 43 minutes 15 seconds East, 54.95 feet to the beginning of a curve, concave Northwest, having a radius of 181.00 feet;

thence Northeasterly 33.57 feet along the arc of said curve to the left through a central angle of 10 degrees 37 minutes 41 seconds to a point of reverse curvature of a curve having a radius of 219.00 feet;

thence Northeasterly 24.33 feet along the arc of said curve to the right through a central angle of 6 degrees 21 minutes 54 seconds to a point of reverse curvature of a curve having a radius of 15.00 feet;

thence Northeasterly 22.20 feet along the arc of said curve to the left through a central angle of 84 degrees 48 minutes 50 seconds to a point of reverse curvature of a curve having a radius of 519.00 feet;

thence Northerly 7.92 feet along the arc of said curve to the right through a central angle of 0 degrees 52 minutes 29 seconds;

thence on a non-tangent line South 88 degrees 28 minutes 53 seconds East, 38.00 feet to the beginning of a non-tangent curve, concave Easterly, from which the radius point bears South 88 degrees 28 minutes 53 seconds East a distance of 481.00 feet;

SEE EXHIBIT "A"

Page **1** of **11**



thence northerly 42.89 feet along the arc of said curve to the right through a central angle of 5 degrees 06 minutes 34 seconds to a point of reverse curvature of a curve having a radius of 519.00 feet;

thence northerly 69.20 feet along the arc of said curve to the left through a central angle of 7 degrees 38 minutes 23 seconds;

thence North 1 degrees 00 minutes 42 seconds West, 76.15 feet to the beginning of a curve, concave southeast, having a radius of 15.00 feet;

thence northeasterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 88 degrees 59 minutes 18 seconds East, 148.88 feet;

thence South 1 degrees 00 minutes 42 seconds East, 126.57 feet;

thence North 89 degrees 05 minutes 04 seconds East, 589.73 feet;

thence North 0 degrees 54 minutes 56 seconds West, 4.00 feet;

thence North 89 degrees 05 minutes 04 seconds East, 90.00 feet to a point on the exterior boundary of said Final Plat of 'Roosevelt Park – Phase 1';

thence along said exterior boundary, the following courses:

thence South 0 degrees 54 minutes 53 seconds East, 106.00 feet;

thence South 55 degrees 23 minutes 40 seconds West, 24.72 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 55 degrees 23 minutes 41 seconds West a distance of 51.00 feet;

thence Northwesterly 56.14 feet along the arc of said curve to the left through a central angle of 63 degrees 04 minutes 00 seconds;

thence on a non-tangent line South 0 degrees 54 minutes 56 seconds East, 41.65 feet;

thence South 89 degrees 05 minutes 04 seconds West, 86.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 200.00 feet;

thence North 89 degrees 05 minutes 05 seconds East, 86.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 38.00 feet;

thence North 89 degrees 05 minutes 04 seconds East, 18.77 feet;

SEE EXHIBIT "A"

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thence South 0 degrees 54 minutes 56 seconds East, 238.00 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 0 degrees 54 minutes 56 seconds East a distance of 15.00 feet;

thence Southeasterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 0 degrees 54 minutes 56 seconds East, 85.00 feet;

thence South 89 degrees 05 minutes 04 seconds West, 164.06 feet;

thence South 0 degrees 54 minutes 56 seconds East, 100.00 feet;

thence South 0 degrees 34 minutes 30 seconds East, 38.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 97.00 feet;

thence North 89 degrees 05 minutes 05 seconds East, 164.29 feet;

thence South 0 degrees 54 minutes 56 seconds East, 82.00 feet to the beginning of a curve, concave Northwest, having a radius of 15.00 feet;

thence Southwesterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence on a non-tangent line South 0 degrees 54 minutes 56 seconds East, 41.65 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 5 degrees 50 minutes 27 seconds East a distance of 51.00 feet;

thence Northeasterly 36.62 feet along the arc of said curve to the left through a central angle of 41 degrees 08 minutes 12 seconds;

thence on a non-tangent line South 35 degrees 17 minutes 45 seconds East, 18.07 feet;

thence South 0 degrees 54 minutes 56 seconds East, 119.00 feet;

thence South 89 degrees 05 minutes 04 seconds West, 879.09 feet;

thence North 0 degrees 54 minutes 56 seconds West, 119.93 feet;

thence North 45 degrees 54 minutes 56 seconds West, 14.14 feet;

thence South 89 degrees 05 minutes 04 seconds West, 105.27 feet;

thence South 0 degrees 16 minutes 45 seconds East, 129.94 feet;

thence South 89 degrees 05 minutes 04 seconds West, 17.95 feet;

SEE EXHIBIT "A"

Page **3** of **11**



thence North 45 degrees 35 minutes 50 seconds West, 14.06 feet;

thence South 89 degrees 43 minutes 15 seconds West, 40.00 feet to the **POINT OF BEGINNING**.

Contains 1,190,549 square feet or 27.3313 acres, more or less.



SEE EXHIBIT "A"

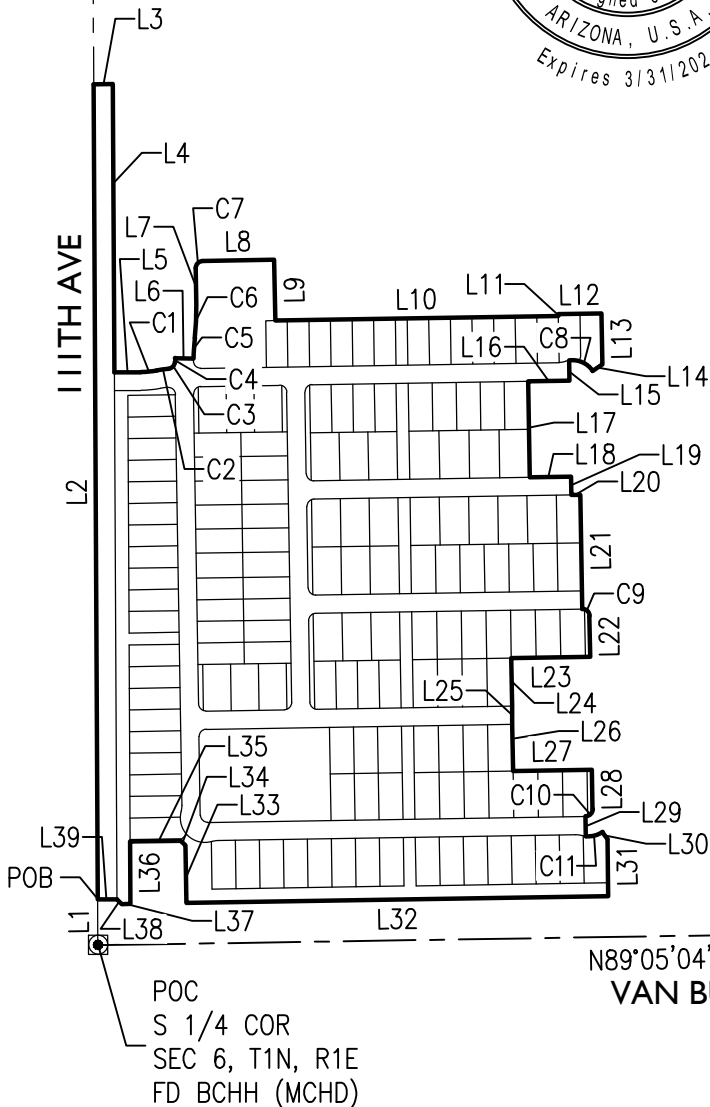
Page 4 of 11

MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR ROOSEVELT PARK UNIT II PHASE 2

C 1/4 COR
SEC 6, T1N, R1E
FD RB W/ CAP (LS 31020)

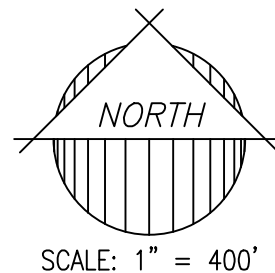
E 1/4 COR
SEC 6, T1N, R1E
FD BCHH (MCDOT)

ROOSEVELT ST



NOTE:

This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.



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EXHIBIT "A" - ROOSEVELT PARK UNIT II PHASE 2

MAINTENANCE IMPROVEMENT DISTRICT (MID)



1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°16'45"W	95.45'
L2	N00°16'45"W	1697.87'
L3	N89°43'15"E	40.00'
L4	S00°16'45"E	600.25'
L5	N89°43'15"E	54.95'
L6	S88°28'53"E	38.00'
L7	N01°00'42"W	76.15'
L8	N88°59'18"E	148.88'
L9	S01°00'42"E	126.57'
L10	N89°05'04"E	589.73'
L11	N00°54'56"W	4.00'
L12	N89°05'04"E	90.00'
L13	S00°54'53"E	106.00'
L14	S55°23'40"W	24.72'
L15	S00°54'56"E	41.65'
L16	S89°05'04"W	86.00'
L17	S00°54'56"E	200.00'
L18	N89°05'05"E	86.00'
L19	S00°54'56"E	38.00'
L20	N89°05'04"E	18.77'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S00°54'56"E	238.00'
L22	S00°54'56"E	85.00'
L23	S89°05'04"W	164.06'
L24	S00°54'56"E	100.00'
L25	S00°34'30"E	38.00'
L26	S00°54'56"E	97.00'
L27	N89°05'05"E	164.29'
L28	S00°54'56"E	82.00'
L29	S00°54'56"E	41.65'
L30	S35°17'45"E	18.07'
L31	S00°54'56"E	119.00'
L32	S89°05'04"W	879.09'
L33	N00°54'56"W	119.93'
L34	N45°54'56"W	14.14'
L35	S89°05'04"W	105.27'
L36	S00°16'45"E	129.94'
L37	S89°05'04"W	17.95'
L38	N45°35'50"W	14.06'
L39	S89°43'15"W	40.00'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	33.57'	181.00'	10°37'41"	16.84'	33.53'	N84°24'25"E
C2	24.33'	219.00'	6°21'54"	12.18'	24.32'	S82°16'31"W
C3	22.20'	15.00'	84°48'50"	13.70'	20.23'	N43°03'03"E
C4	7.92'	519.00'	0°52'29"	3.96'	7.92'	S01°04'53"W
C5	42.89'	481.00'	5°06'34"	21.46'	42.88'	S04°04'24"W
C6	69.20'	519.00'	7°38'23"	34.65'	69.15'	N02°48'30"E
C7	23.56'	15.00'	90°00'00"	15.00'	21.21'	S43°59'18"W
C8	56.14'	51.00'	63°04'00"	31.29'	53.35'	N66°08'19"W
C9	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C10	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C11	36.62'	51.00'	41°08'12"	19.14'	35.84'	N75°16'21"E



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	4,975	0.1142
2	4,419	0.1014
3	4,365	0.1002
4	4,365	0.1002
5	4,365	0.1002
6	4,365	0.1002
7	4,365	0.1002
8	4,365	0.1002
9	4,365	0.1002
10	4,365	0.1002
11	4,365	0.1002
12	4,365	0.1002
13	4,365	0.1002
14	4,365	0.1002
15	4,365	0.1002
16	4,464	0.1025
17	4,487	0.1030

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
18	4,509	0.1035
19	4,532	0.1040
20	4,554	0.1045
21	4,576	0.1051
22	4,599	0.1056
23	4,621	0.1061
24	4,644	0.1066
25	4,666	0.1071
26	4,689	0.1076
27	4,724	0.1084
28	4,746	0.1090
29	4,769	0.1095
30	4,791	0.1100
31	4,814	0.1105
32	4,836	0.1110
33	4,859	0.1115
34	4,837	0.1110

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
35	4,922	0.1130
36	5,039	0.1157
37	5,050	0.1159
38	5,050	0.1159
39	5,050	0.1159
40	5,050	0.1159
41	5,050	0.1159
42	5,050	0.1159
43	5,050	0.1159
44	5,050	0.1159
45	5,050	0.1159
46	5,050	0.1159
47	5,050	0.1159
48	5,050	0.1159
49	5,050	0.1159
50	5,034	0.1156
51	4,952	0.1137



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
52	4,987	0.1145
53	4,989	0.1145
54	4,989	0.1145
55	4,989	0.1145
56	4,989	0.1145
57	4,988	0.1145
58	4,989	0.1145
59	4,850	0.1113
60	4,850	0.1113
61	4,850	0.1113
62	4,850	0.1113
63	4,850	0.1113
64	4,850	0.1113
65	4,989	0.1145
66	4,988	0.1145
67	4,989	0.1145
68	4,989	0.1145

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
69	5,143	0.1181
70	5,143	0.1181
71	5,143	0.1181
72	5,143	0.1181
73	4,500	0.1033
74	4,500	0.1033
75	4,500	0.1033
76	4,499	0.1033
77	5,625	0.1291
78	5,626	0.1292
79	5,625	0.1291
80	4,365	0.1002
81	4,365	0.1002
82	4,365	0.1002
83	4,365	0.1002
84	5,044	0.1158
85	4,850	0.1113

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
86	4,850	0.1113
87	4,850	0.1113
88	4,850	0.1113
89	4,850	0.1113
90	5,625	0.1291
91	5,626	0.1292
92	5,625	0.1291
93	4,850	0.1113
94	4,850	0.1113
95	4,850	0.1113
96	4,850	0.1113
97	4,850	0.1113
98	5,044	0.1158
99	4,365	0.1002
100	4,365	0.1002
101	4,365	0.1002
102	4,365	0.1002



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
103	5,999	0.1377
104	6,000	0.1377
105	6,000	0.1377
106	5,143	0.1181
107	5,143	0.1181
108	5,143	0.1181
109	5,143	0.1181
110	5,143	0.1181
111	5,143	0.1181
112	5,119	0.1175
113	5,000	0.1148
114	5,000	0.1148
115	5,095	0.1170
116	5,095	0.1170
117	5,095	0.1170
118	5,095	0.1170
119	5,095	0.1170

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
120	6,000	0.1377
121	6,000	0.1377
122	5,999	0.1377
123	5,999	0.1377
124	6,000	0.1377
125	6,000	0.1377
126	6,095	0.1399
127	6,095	0.1399
128	6,095	0.1399
129	6,095	0.1399
130	6,095	0.1399
131	5,000	0.1148
132	6,250	0.1435
133	6,250	0.1435
134	6,250	0.1435
135	6,250	0.1435
136	6,000	0.1377

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
137	6,000	0.1377
138	5,999	0.1377
139	4,499	0.1033
140	4,500	0.1033
141	4,500	0.1033
142	4,500	0.1033
143	5,000	0.1148
144	5,000	0.1148
145	5,000	0.1148
146	5,000	0.1148
147	5,000	0.1148



TRACT AREA TABLE

TRACT	AREA (SF)	AREA (AC)
A	66,775	1.5330
B	923	0.0212
C	4,868	0.1118
D	52,671	1.2092
E	923	0.0212
F	923	0.0212
G	1,906	0.0438
H	5,064	0.1162
I	953	0.0219
J	5,064	0.1162
K	1,906	0.0438
L	923	0.0212
M	923	0.0212
N	1,906	0.0438
O	5,064	0.1162
P	2,403	0.0552
Q	35,140	0.8067
R	197,119	4.5252



RESOLUTION 1031-0520

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 20, ROOSEVELT PARK PHASE II; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1030-0520 declaring its intent to form the City of Avondale Maintenance Improvement District No. 20 – Roosevelt Park Phase II; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 20 – Roosevelt Park Phase II (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the maintenance of the landscaping within the District on file with the Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 18, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 1031-0520

[Legal Description and Map of Assessment District]

See following pages.



**Legal Description
for
ROOSEVELT PARK UNIT II PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT (MID)**

Job No. 17-414

March 9, 2020

A portion of the Southeast Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole, from which the Southeast Corner of said Section 6, being marked by a City of Avondale brass cap in handhole, bears North 89 degrees 05 minutes 04 seconds East, 2613.62 feet;

thence along the West line of said Southeast Quarter, North 0 degrees 16 minutes 45 seconds West, 95.45 feet to an angle point on the exterior boundary of that plat of 'Roosevelt Park – Phase 1' recorded in Book 1444, Page 4 of Maricopa County Records, said point being the **POINT OF BEGINNING**;

thence continuing along said West line, North 0 degrees 16 minutes 45 seconds West, 1697.87 feet;

thence departing said West line, North 89 degrees 43 minutes 15 seconds East, 40.00 feet;

thence South 0 degrees 16 minutes 45 seconds East, 600.25 feet;

thence North 89 degrees 43 minutes 15 seconds East, 54.95 feet to the beginning of a curve, concave Northwest, having a radius of 181.00 feet;

thence Northeasterly 33.57 feet along the arc of said curve to the left through a central angle of 10 degrees 37 minutes 41 seconds to a point of reverse curvature of a curve having a radius of 219.00 feet;

thence Northeasterly 24.33 feet along the arc of said curve to the right through a central angle of 6 degrees 21 minutes 54 seconds to a point of reverse curvature of a curve having a radius of 15.00 feet;

thence Northeasterly 22.20 feet along the arc of said curve to the left through a central angle of 84 degrees 48 minutes 50 seconds to a point of reverse curvature of a curve having a radius of 519.00 feet;

thence Northerly 7.92 feet along the arc of said curve to the right through a central angle of 0 degrees 52 minutes 29 seconds;

thence on a non-tangent line South 88 degrees 28 minutes 53 seconds East, 38.00 feet to the beginning of a non-tangent curve, concave Easterly, from which the radius point bears South 88 degrees 28 minutes 53 seconds East a distance of 481.00 feet;

SEE EXHIBIT "A"

Page **1** of **11**



thence northerly 42.89 feet along the arc of said curve to the right through a central angle of 5 degrees 06 minutes 34 seconds to a point of reverse curvature of a curve having a radius of 519.00 feet;

thence northerly 69.20 feet along the arc of said curve to the left through a central angle of 7 degrees 38 minutes 23 seconds;

thence North 1 degrees 00 minutes 42 seconds West, 76.15 feet to the beginning of a curve, concave southeast, having a radius of 15.00 feet;

thence northeasterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 88 degrees 59 minutes 18 seconds East, 148.88 feet;

thence South 1 degrees 00 minutes 42 seconds East, 126.57 feet;

thence North 89 degrees 05 minutes 04 seconds East, 589.73 feet;

thence North 0 degrees 54 minutes 56 seconds West, 4.00 feet;

thence North 89 degrees 05 minutes 04 seconds East, 90.00 feet to a point on the exterior boundary of said Final Plat of 'Roosevelt Park – Phase 1';

thence along said exterior boundary, the following courses:

thence South 0 degrees 54 minutes 53 seconds East, 106.00 feet;

thence South 55 degrees 23 minutes 40 seconds West, 24.72 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 55 degrees 23 minutes 41 seconds West a distance of 51.00 feet;

thence Northwesterly 56.14 feet along the arc of said curve to the left through a central angle of 63 degrees 04 minutes 00 seconds;

thence on a non-tangent line South 0 degrees 54 minutes 56 seconds East, 41.65 feet;

thence South 89 degrees 05 minutes 04 seconds West, 86.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 200.00 feet;

thence North 89 degrees 05 minutes 05 seconds East, 86.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 38.00 feet;

thence North 89 degrees 05 minutes 04 seconds East, 18.77 feet;

SEE EXHIBIT "A"

Page 2 of 11



thence South 0 degrees 54 minutes 56 seconds East, 238.00 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 0 degrees 54 minutes 56 seconds East a distance of 15.00 feet;

thence Southeasterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 0 degrees 54 minutes 56 seconds East, 85.00 feet;

thence South 89 degrees 05 minutes 04 seconds West, 164.06 feet;

thence South 0 degrees 54 minutes 56 seconds East, 100.00 feet;

thence South 0 degrees 34 minutes 30 seconds East, 38.00 feet;

thence South 0 degrees 54 minutes 56 seconds East, 97.00 feet;

thence North 89 degrees 05 minutes 05 seconds East, 164.29 feet;

thence South 0 degrees 54 minutes 56 seconds East, 82.00 feet to the beginning of a curve, concave Northwest, having a radius of 15.00 feet;

thence Southwesterly 23.56 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence on a non-tangent line South 0 degrees 54 minutes 56 seconds East, 41.65 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 5 degrees 50 minutes 27 seconds East a distance of 51.00 feet;

thence Northeasterly 36.62 feet along the arc of said curve to the left through a central angle of 41 degrees 08 minutes 12 seconds;

thence on a non-tangent line South 35 degrees 17 minutes 45 seconds East, 18.07 feet;

thence South 0 degrees 54 minutes 56 seconds East, 119.00 feet;

thence South 89 degrees 05 minutes 04 seconds West, 879.09 feet;

thence North 0 degrees 54 minutes 56 seconds West, 119.93 feet;

thence North 45 degrees 54 minutes 56 seconds West, 14.14 feet;

thence South 89 degrees 05 minutes 04 seconds West, 105.27 feet;

thence South 0 degrees 16 minutes 45 seconds East, 129.94 feet;

thence South 89 degrees 05 minutes 04 seconds West, 17.95 feet;

SEE EXHIBIT "A"

Page **3** of **11**



thence North 45 degrees 35 minutes 50 seconds West, 14.06 feet;

thence South 89 degrees 43 minutes 15 seconds West, 40.00 feet to the **POINT OF BEGINNING**.

Contains 1,190,549 square feet or 27.3313 acres, more or less.



SEE EXHIBIT "A"

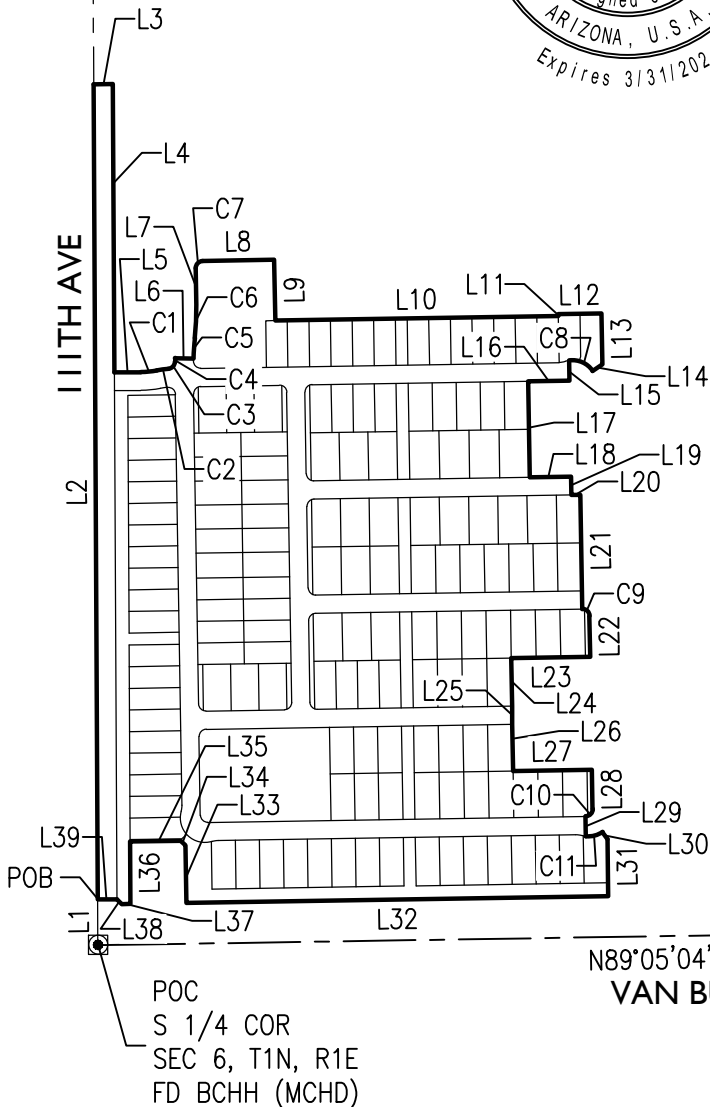
Page 4 of 11

MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM FOR ROOSEVELT PARK UNIT II PHASE 2

C 1/4 COR
SEC 6, T1N, R1E
FD RB W/ CAP (LS 31020)

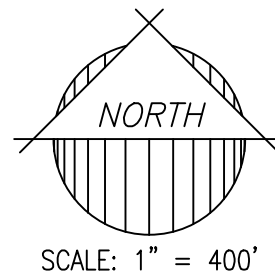
E 1/4 COR
SEC 6, T1N, R1E
FD BCHH (MCDOT)

ROOSEVELT ST



NOTE:

This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.



PAGE 5 OF 11

EXHIBIT "A" - ROOSEVELT PARK UNIT II PHASE 2

MAINTENANCE IMPROVEMENT DISTRICT (MID)



1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°16'45"W	95.45'
L2	N00°16'45"W	1697.87'
L3	N89°43'15"E	40.00'
L4	S00°16'45"E	600.25'
L5	N89°43'15"E	54.95'
L6	S88°28'53"E	38.00'
L7	N01°00'42"W	76.15'
L8	N88°59'18"E	148.88'
L9	S01°00'42"E	126.57'
L10	N89°05'04"E	589.73'
L11	N00°54'56"W	4.00'
L12	N89°05'04"E	90.00'
L13	S00°54'53"E	106.00'
L14	S55°23'40"W	24.72'
L15	S00°54'56"E	41.65'
L16	S89°05'04"W	86.00'
L17	S00°54'56"E	200.00'
L18	N89°05'05"E	86.00'
L19	S00°54'56"E	38.00'
L20	N89°05'04"E	18.77'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S00°54'56"E	238.00'
L22	S00°54'56"E	85.00'
L23	S89°05'04"W	164.06'
L24	S00°54'56"E	100.00'
L25	S00°34'30"E	38.00'
L26	S00°54'56"E	97.00'
L27	N89°05'05"E	164.29'
L28	S00°54'56"E	82.00'
L29	S00°54'56"E	41.65'
L30	S35°17'45"E	18.07'
L31	S00°54'56"E	119.00'
L32	S89°05'04"W	879.09'
L33	N00°54'56"W	119.93'
L34	N45°54'56"W	14.14'
L35	S89°05'04"W	105.27'
L36	S00°16'45"E	129.94'
L37	S89°05'04"W	17.95'
L38	N45°35'50"W	14.06'
L39	S89°43'15"W	40.00'



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	33.57'	181.00'	10°37'41"	16.84'	33.53'	N84°24'25"E
C2	24.33'	219.00'	6°21'54"	12.18'	24.32'	S82°16'31"W
C3	22.20'	15.00'	84°48'50"	13.70'	20.23'	N43°03'03"E
C4	7.92'	519.00'	0°52'29"	3.96'	7.92'	S01°04'53"W
C5	42.89'	481.00'	5°06'34"	21.46'	42.88'	S04°04'24"W
C6	69.20'	519.00'	7°38'23"	34.65'	69.15'	N02°48'30"E
C7	23.56'	15.00'	90°00'00"	15.00'	21.21'	S43°59'18"W
C8	56.14'	51.00'	63°04'00"	31.29'	53.35'	N66°08'19"W
C9	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C10	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C11	36.62'	51.00'	41°08'12"	19.14'	35.84'	N75°16'21"E



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	4,975	0.1142
2	4,419	0.1014
3	4,365	0.1002
4	4,365	0.1002
5	4,365	0.1002
6	4,365	0.1002
7	4,365	0.1002
8	4,365	0.1002
9	4,365	0.1002
10	4,365	0.1002
11	4,365	0.1002
12	4,365	0.1002
13	4,365	0.1002
14	4,365	0.1002
15	4,365	0.1002
16	4,464	0.1025
17	4,487	0.1030

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
18	4,509	0.1035
19	4,532	0.1040
20	4,554	0.1045
21	4,576	0.1051
22	4,599	0.1056
23	4,621	0.1061
24	4,644	0.1066
25	4,666	0.1071
26	4,689	0.1076
27	4,724	0.1084
28	4,746	0.1090
29	4,769	0.1095
30	4,791	0.1100
31	4,814	0.1105
32	4,836	0.1110
33	4,859	0.1115
34	4,837	0.1110

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
35	4,922	0.1130
36	5,039	0.1157
37	5,050	0.1159
38	5,050	0.1159
39	5,050	0.1159
40	5,050	0.1159
41	5,050	0.1159
42	5,050	0.1159
43	5,050	0.1159
44	5,050	0.1159
45	5,050	0.1159
46	5,050	0.1159
47	5,050	0.1159
48	5,050	0.1159
49	5,050	0.1159
50	5,034	0.1156
51	4,952	0.1137



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
52	4,987	0.1145
53	4,989	0.1145
54	4,989	0.1145
55	4,989	0.1145
56	4,989	0.1145
57	4,988	0.1145
58	4,989	0.1145
59	4,850	0.1113
60	4,850	0.1113
61	4,850	0.1113
62	4,850	0.1113
63	4,850	0.1113
64	4,850	0.1113
65	4,989	0.1145
66	4,988	0.1145
67	4,989	0.1145
68	4,989	0.1145

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
69	5,143	0.1181
70	5,143	0.1181
71	5,143	0.1181
72	5,143	0.1181
73	4,500	0.1033
74	4,500	0.1033
75	4,500	0.1033
76	4,499	0.1033
77	5,625	0.1291
78	5,626	0.1292
79	5,625	0.1291
80	4,365	0.1002
81	4,365	0.1002
82	4,365	0.1002
83	4,365	0.1002
84	5,044	0.1158
85	4,850	0.1113

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
86	4,850	0.1113
87	4,850	0.1113
88	4,850	0.1113
89	4,850	0.1113
90	5,625	0.1291
91	5,626	0.1292
92	5,625	0.1291
93	4,850	0.1113
94	4,850	0.1113
95	4,850	0.1113
96	4,850	0.1113
97	4,850	0.1113
98	5,044	0.1158
99	4,365	0.1002
100	4,365	0.1002
101	4,365	0.1002
102	4,365	0.1002



LOT AREA
TABLE

LOT #	AREA (SF)	AREA (AC)
103	5,999	0.1377
104	6,000	0.1377
105	6,000	0.1377
106	5,143	0.1181
107	5,143	0.1181
108	5,143	0.1181
109	5,143	0.1181
110	5,143	0.1181
111	5,143	0.1181
112	5,119	0.1175
113	5,000	0.1148
114	5,000	0.1148
115	5,095	0.1170
116	5,095	0.1170
117	5,095	0.1170
118	5,095	0.1170
119	5,095	0.1170

LOT AREA
TABLE

LOT #	AREA (SF)	AREA (AC)
120	6,000	0.1377
121	6,000	0.1377
122	5,999	0.1377
123	5,999	0.1377
124	6,000	0.1377
125	6,000	0.1377
126	6,095	0.1399
127	6,095	0.1399
128	6,095	0.1399
129	6,095	0.1399
130	6,095	0.1399
131	5,000	0.1148
132	6,250	0.1435
133	6,250	0.1435
134	6,250	0.1435
135	6,250	0.1435
136	6,000	0.1377

LOT AREA
TABLE

LOT #	AREA (SF)	AREA (AC)
137	6,000	0.1377
138	5,999	0.1377
139	4,499	0.1033
140	4,500	0.1033
141	4,500	0.1033
142	4,500	0.1033
143	5,000	0.1148
144	5,000	0.1148
145	5,000	0.1148
146	5,000	0.1148
147	5,000	0.1148



TRACT AREA TABLE

TRACT	AREA (SF)	AREA (AC)
A	66,775	1.5330
B	923	0.0212
C	4,868	0.1118
D	52,671	1.2092
E	923	0.0212
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L	923	0.0212
M	923	0.0212
N	1,906	0.0438
O	5,064	0.1162
P	2,403	0.0552
Q	35,140	0.8067
R	197,119	4.5252



**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**
20
MID#
Roosevelt Park Phase 2
Subdivision Name

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to Arizona Revised Statutes, Section 48-574, the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A that is attached hereto and incorporated herein by reference. The proposed District consists of 25.77 acres and is entirely within the corporate boundaries of the City of Avondale.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) All protest rights whatsoever under ARIZ. REV. STAT. §48-579(A) and (B), as amended.
 - (c) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's Estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit. The Engineer’s Estimate of the cost and expenses of the improvements are attached as part of Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 20_____.

“Property Owner”

Entity Name: Mattamy Arizona, LLC

Property Tax Parcel Numbers: 102-56-005X

By: _____

Name: Kevin Rust

Title: Vice President of Land Acquisition and Development

Address: 9200 E Pima Center Parkway, Suite 160
Scottsdale, AZ 85258

Date: _____

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On _____, 20_____, before me personally appeared _____, the _____ of _____, a(n) _____, _____ on behalf of the _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Property Owner”

Entity Name: _____

Property Tax Parcel Numbers: _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

(ACKNOWLEDGMENT)

STATE OF _____)

) ss.

COUNTY OF _____)

On _____, 20____, before me personally appeared _____, the _____ of _____, a(n) _____, _____ on behalf of the _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices

ACCEPTED AND APPROVED BY:
"City"

CITY OF AVONDALE,
an Arizona municipal corporation

Mayor

ATTEST:

City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20 _____, before me personally appeared Kenneth N. Weise, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

CITY COUNCIL REPORT

SUBJECT: Final Plat – Roosevelt Park II Phase 2 - Application PL-20-0005

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Final Plat for Roosevelt Park II Phase 2, approximately 27.33 gross acres (25.77 net acres) located at the northeast corner of Van Buren Street and 111th Avenue. Consistent with the Preliminary Plat approved by City Council in December 2019, the proposed Final Plat will create 147 single-family residential lots, 17 common area open space/landscaping tracts, and a tract to accommodate private streets within Phase 2, and dedicate easements as needed to serve the future development. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

BACKGROUND:

The 27.33 gross acre subject property (Exhibits A and B), part of the 144.91 gross acre Roosevelt Park II development, is located at the northeast corner of Van Buren Street and 111th Avenue.

The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) by City Council action in July 2001. Major Amendments to the 144.91-acre Roosevelt Park II PAD were approved by City Council in July 2005, April 2018, and December 2019. The PAD, as amended, allows for development of a 607-home gated single-family community, served by private streets, to be developed in four phases; 147 single-family residential homes are included in Phase 2 of the project. In addition to single-family residential development, approximately 10.9 acres are reserved for commercial development at the northwest corner of 107th Avenue and Van Buren Street.

A Preliminary Plat for Roosevelt Park II Phase 2 was approved by City Council in December 2019. The approved Preliminary Plat (Exhibit E) divides the Phase 2 property into 147 single-family residential lots in conformance with the approved PAD.

The Phase 2 property is designated Medium High Density Residential (MHDR) on the General Plan 2030 Land Use Map (Exhibit C). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes, and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). The approved Roosevelt Park II PAD zoning is in conformance with the MHDR designation.

The existing uses and zoning of surrounding properties include:

North: Roosevelt Park II Phase 3, zoned Planned Area Development (PAD), to be developed with 142 single-family residences on 26.96 net acres.

East: Roosevelt Park II Phase 1, zoned PAD, currently under construction and being developed with 146 single-family residences on 37.05 net acres.

South of Van Buren Street: Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned PAD.

West of 111th Avenue: Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat for Roosevelt Park II Phase 2 (Exhibit F). In conformance with the approved Roosevelt Park II Phase 2 Preliminary Plat, the proposed Final Plat subdivides the 27.33 gross acre property into a total of 147 single-family residential lots. The lots created within this phase are a mix of three (3) different minimum lot sizes, as follows:

- Fifty-one (51) single-family lots with a minimum area of 4,275 square feet, featuring minimum widths of forty-five (45) feet and minimum depths of ninety-five (95) feet.
- Seventy-five (75) single-family lots with a minimum area of 4,750 square feet, featuring minimum widths of fifty (50) feet and minimum depths of ninety-five (95) feet.
- Twenty-one (21) single-family lots with a minimum area of 5,700 square feet, featuring minimum widths of sixty (60) feet and minimum depths of ninety-five (95) feet.

Additionally, the proposed Final Plat creates seventeen (17) common area tracts for active and passive open space totaling 4.32 acres. Open spaces within this phase of development include:

- A 1.2-acre park located in Tract D near the southwest corner of Phase 2 that will feature a large turf area for open play, a ramada with picnic tables and a barbecue grill, and a shaded children's playground.
- A lighted north/south trail connecting residents on the interior of the community to the future regional Van Buren Street Trail.

As with all other portions of the community, the neighborhood will be gated and be served by private streets. In addition to open space tracts, the Final Plat creates a tract (Tract R) to accommodate development of the private local streets that will serve Phase 2.

Access to Roosevelt Park II Phase 2 will be provided via two local street connections through Roosevelt Park II Phase 1. No new access points beyond what is being constructed for Phase 1 are provided with Phase 2, though a new exit-only from Phase 2 onto 111th Avenue is provided along the western edge of the site. The developer will be responsible for the construction of all water, sewer, and street infrastructure needed to serve the planned development. In addition to on-site improvements, the developer will construct 111th Avenue improvements the full length of the Roosevelt Park II site and 107th Avenue improvements from Pierce Street to Roosevelt Street with Phase 2.

The Roosevelt Park II Homeowners Association will be responsible for maintaining all private streets, open space areas, landscape tracts, and right-of-way landscaping. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for the Roosevelt Park II Phase 2 subdivision as a separate agenda item. The MID mechanism allows the City to assume maintenance responsibilities for the community's private streets, open space, and landscaping in the event that the HOA goes defunct, providing for an assessment of residents to cover the maintenance costs.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Roosevelt Park II Planned Area Development (PAD), as amended, and meets all conditions of these prior approvals.
- The proposed Final Plat conforms to the approved Preliminary Plat for Roosevelt Park II Phase 2 and dedicates easements as necessary to serve the future development.
- All conditions of Roosevelt Park II Phase 2 Preliminary Plat approval that are required to be completed prior to Final Plat approval have been completed.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the Roosevelt Park II PAD Development Plan, as amended, including conditions of approval.
3. The proposed Final Plat is in conformance with the approved Roosevelt Park II Phase 2 Preliminary Plat, including conditions of approval.
4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City

amenities.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

No public hearing is required. The City Council will **APPROVE** Application PL-20-0005 Roosevelt Park II Phase 2, a request for approval of the Final Plat for Roosevelt Park II Phase 2, subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Roosevelt Park II Phase 2 Final Plat submitted on March 26, 2020.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-20-0005 Roosevelt Park II Phase 2, a request for approval of the Final Plat for Roosevelt Park II Phase 2, subject to one (1) recommended condition of approval as listed in the staff report.

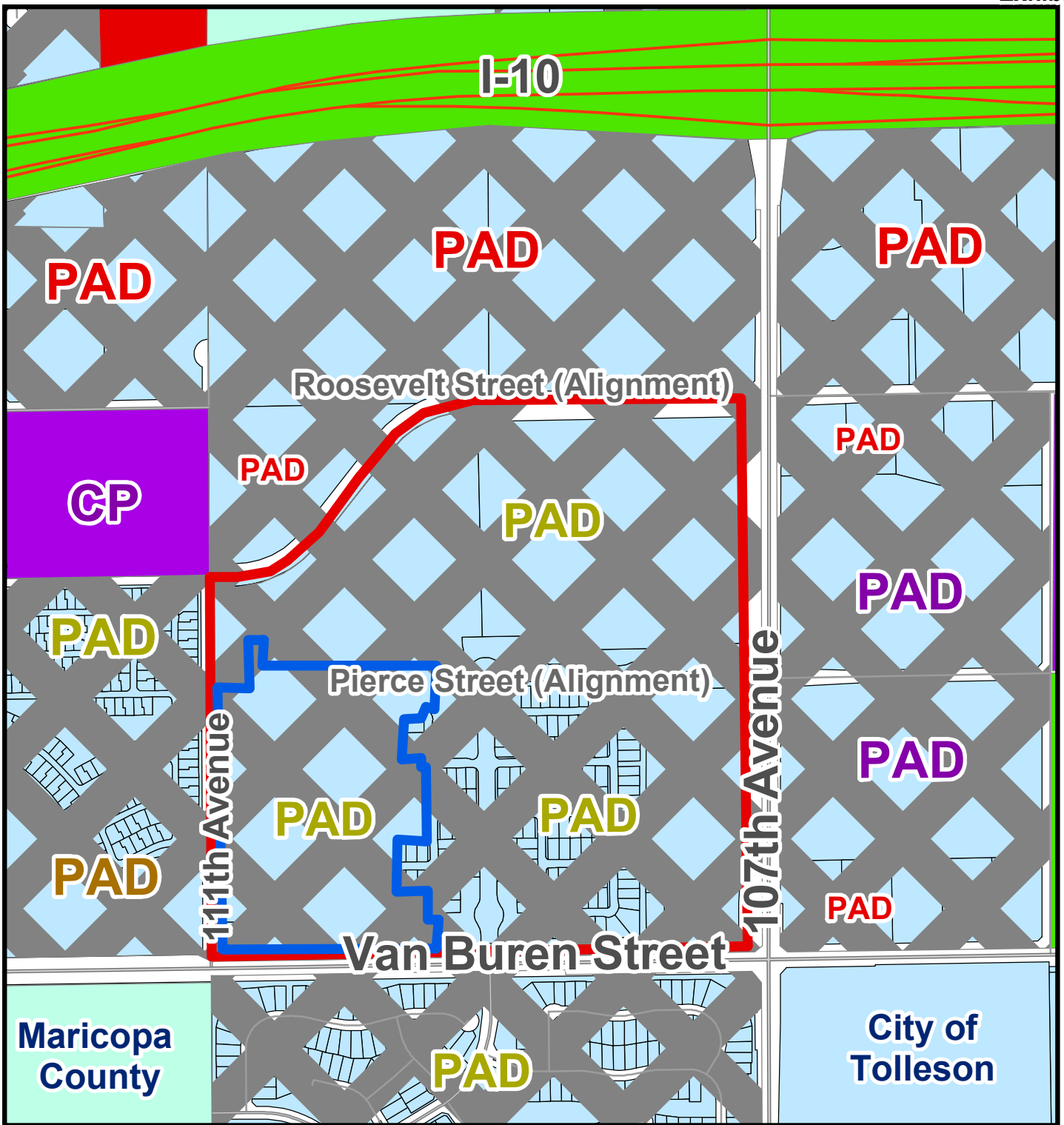


Aerial Photograph



-  Roosevelt Park II
-  Phase 2



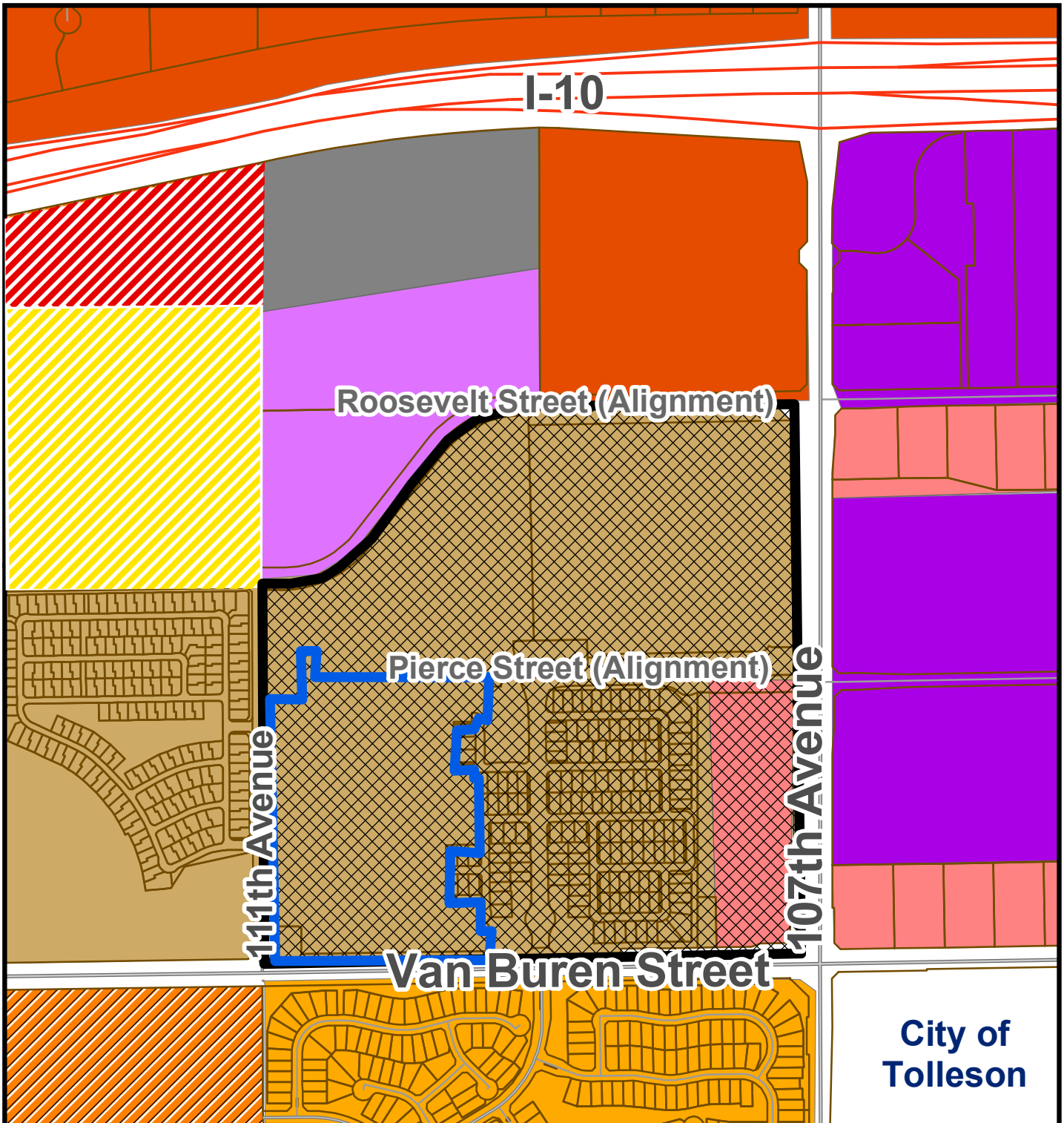


Zoning Vicinity Map



-  Roosevelt Park II
-  Phase 2





**City of
Tolleson**



General Plan Land Use Map

 Medium/High Density Residential

 Medium Density Residential

 Mixed Use

 Freeway Commercial

 High Intensity Office

 Local Commercial

 Business Park

 The BLVD - Neighborhood District

 The BLVD - Residential District

 The BLVD - Gateway District



Roosevelt Park II



Phase 2

SUMMARY OF RELATED FACTS

APPLICATIONS PL-20-0005

THE PROPERTY	
PARCEL SIZE	27.33 gross acres/25.77 net acres
LOCATION	Northeast corner of Van Buren Street and 111 th Avenue
PHYSICAL CHARACTERISTICS	Relatively flat with no unusual physical characteristics
EXISTING ZONING	Roosevelt Park Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) in July 2001. Major Amendments to the PAD were approved by City Council in July 2005, April 2018, and December 2019. The PAD, as amended, allows for development of a 607-home gated single-family community, served by private streets, to be developed in four phases. Additionally, approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street are reserved for commercial development. A Preliminary Plat for Roosevelt Park II Phase 2 was approved by City Council in December 2019. The approved Preliminary Plat divides the Phase 2 property into 147 single-family residential lots in conformance with the approved PAD.
EXISTING LAND USE	The Phase 1 portion of the Roosevelt Park II development is under construction. The remainder of the site, including the entirety of Phase 2, is undeveloped and no longer in agricultural use.

SURROUNDING ZONING AND LAND USE	
NORTH	Roosevelt Park II Phase 3, to be developed with 142 single-family residences on 26.96 net acres.
WEST OF 111 TH AVENUE	Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111 th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).
SOUTH OF VAN BUREN STREET	Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).
EAST	Roosevelt Park II Phase 1, currently under construction and being developed with 146 single-family residences on 37.05 net acres.
GENERAL PLAN	
The Roosevelt Park II Phase 2 property is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	School of choice
HIGH SCHOOL	La Joya High School

Van Buren Street	
Classification	Arterial
Existing half-street ROW	65 feet
Standard half-street ROW	65 feet
Existing half-street improvements	Two Traffic Lanes in each direction
Standard half-street improvements	Two traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights.
111th Avenue	
Classification	Major Collector
Existing half-street ROW	40 feet
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	1 travel lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

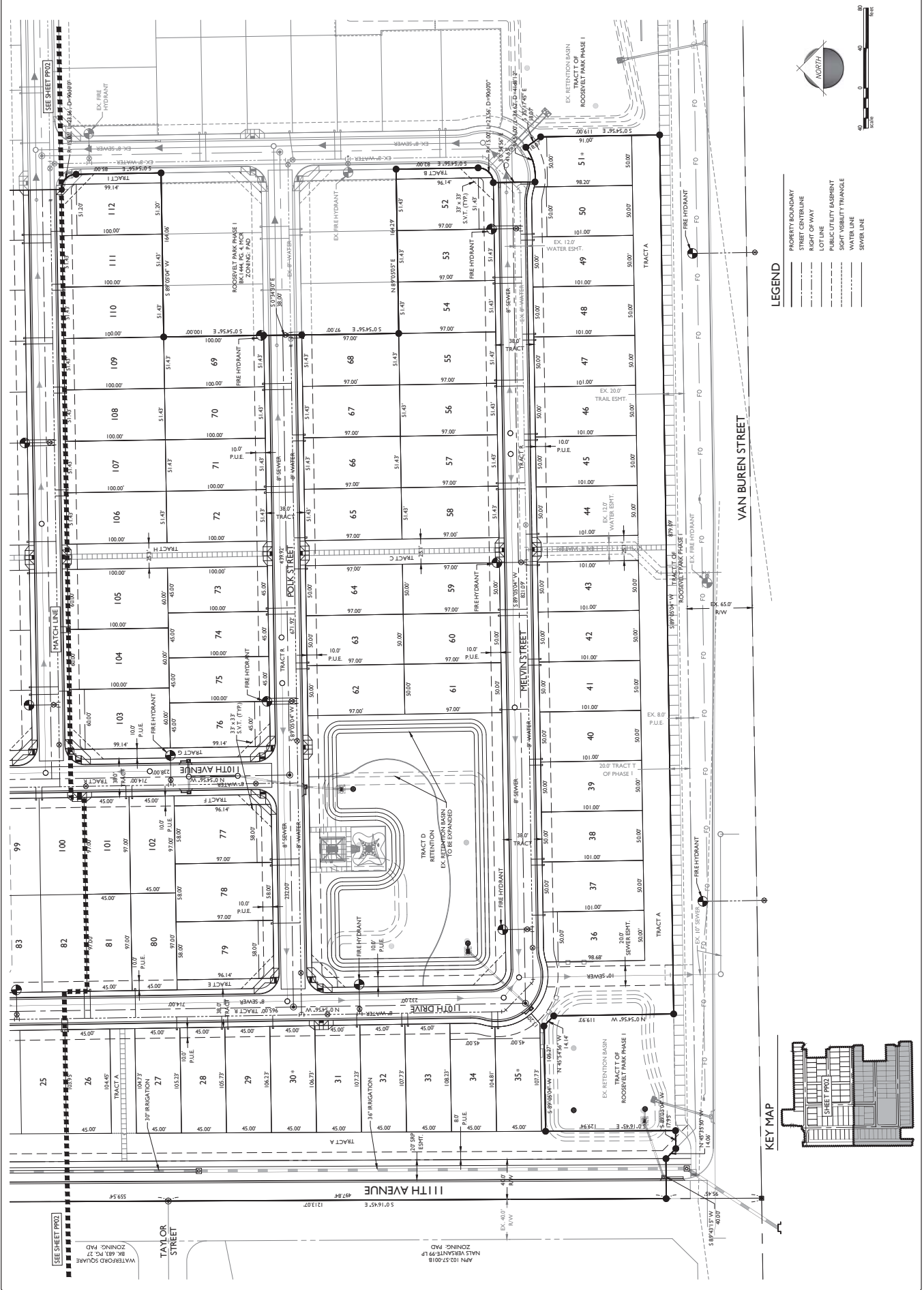
<i>UTILITIES</i>
Water is served to the Roosevelt Park II development by an existing 12” water line in 111th Avenue, an existing 16” water line in 107th Avenue, and an existing 16” water line in Van Buren Street. Sewer is served to the Roosevelt Park II development by an existing 15” sewer line in 107th Avenue and an existing 18” sewer line in Van Buren Street. Salt River Project (SRP) provides electricity in this portion of Avondale.

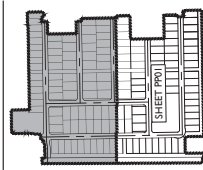
Exhibit E

Approved Preliminary Plat

Roosevelt Park II Phase 2

Sheet No. **1** of **5**

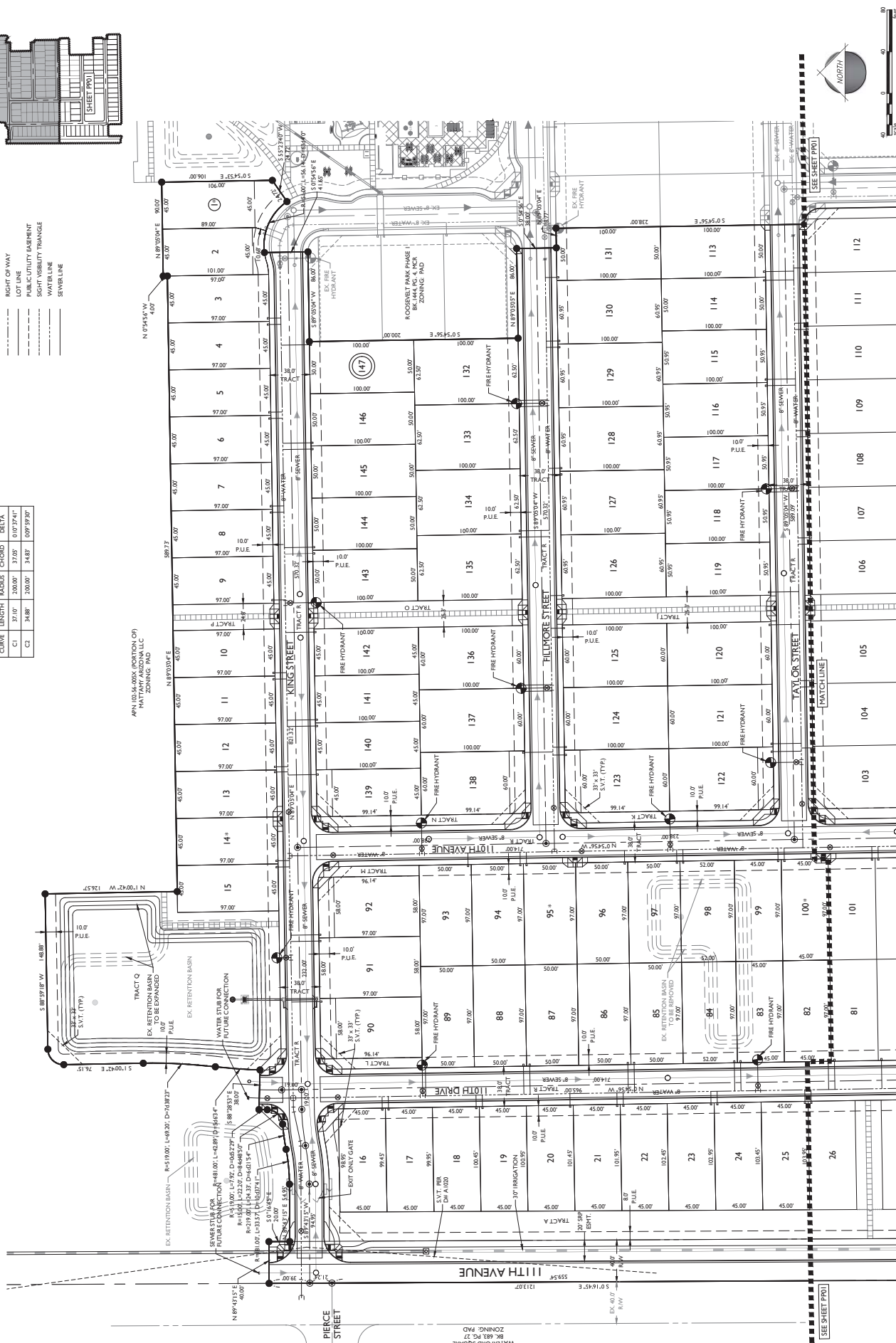




CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	37.10'	200.00'	37.05'	010° 37' 41"
C2	34.88'	200.00'	34.83'	009° 59' 30"

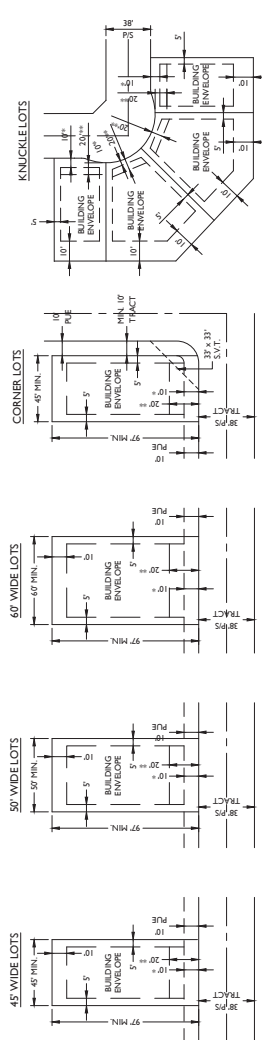
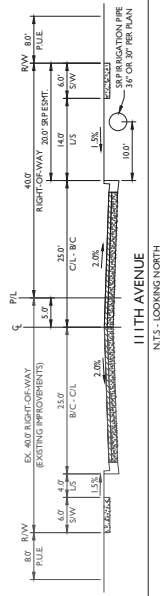
LEGEND

- PROPERTY BOUNDARY
STREET CENTERLINE
RIGHT OF WAY
LOT LINE
PUBLIC UTILITY EASEMENT
SIGHT VISIBILITY TRIANGLE
WATER LINE
SEWER LINE



Page 2 of 2

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION / LANDSCAPE / OPEN SPACE	46775	1.533
B	LANDSCAPE / OPEN SPACE	933	0.021
C	LANDSCAPE / OPEN SPACE	4668	0.112
D	LANDSCAPE / OPEN SPACE / RETENTION / LANDSCAPE / OPEN SPACE	5121	0.209
E	LANDSCAPE / OPEN SPACE	933	0.021
F	LANDSCAPE / OPEN SPACE	933	0.021
G	LANDSCAPE / OPEN SPACE	1964	0.044
H	LANDSCAPE / OPEN SPACE	5064	0.116
I	LANDSCAPE / OPEN SPACE	933	0.022
J	LANDSCAPE / OPEN SPACE	5064	0.116
K	LANDSCAPE / OPEN SPACE	1964	0.044
L	LANDSCAPE / OPEN SPACE	933	0.021
M	LANDSCAPE / OPEN SPACE	1964	0.044
N	LANDSCAPE / OPEN SPACE	5064	0.116
O	LANDSCAPE / OPEN SPACE	2403	0.055
P	LANDSCAPE / OPEN SPACE	31460	0.807
Q	LANDSCAPE / OPEN SPACE / RETENTION	188335	4.323
R	TOTAL OPEN SPACE AREA	197119	4.525
	PRIVATE STREET TRACIA	3914	0.088
	TOTAL TRACT AREA		



NOTES:
* FRONT LIVABLE /SIDE-LOADED GARAGE
** FRONT FACING GARAGE

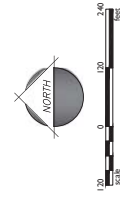


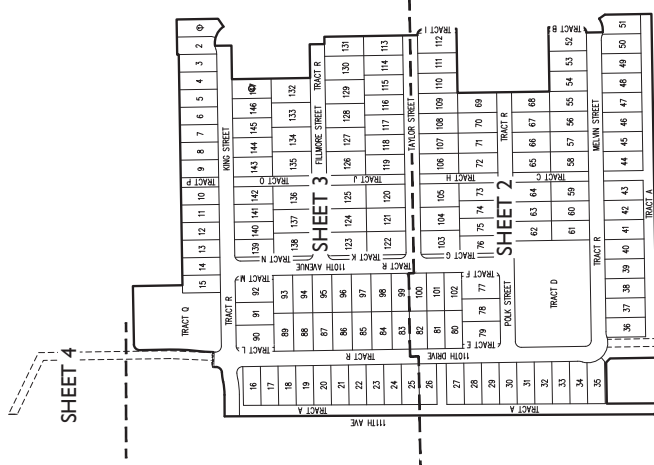
Exhibit F

Proposed Final Plat

Roosevelt Park II Phase 2

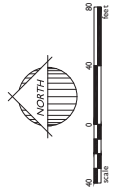
0707

KEY MAP



KEY MAP





CENTER QUARTER CORNER
SECTION 6, T1N, R1E
FOUND REBAR #10 @ (US 31000)

APRIL 102-56-020N
REBAR FRAMES INC.
DOCUMENT 2017-080944, M.C.R.
(NOT A PART)

WINTERBORN SQUARE
BOOK 162, PAGE 22, M.C.R.
(NOT A PART)

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

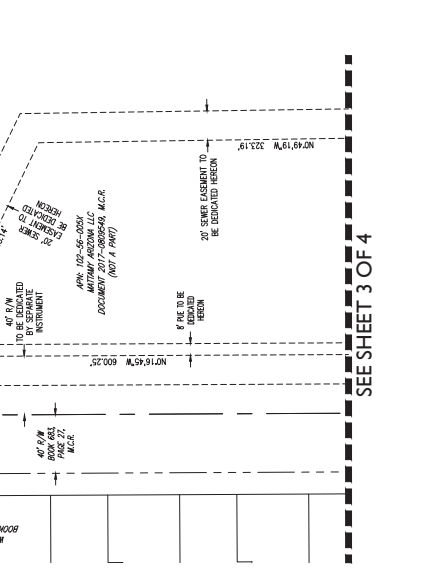
40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

40' R/W
800' X 12' M.C.R.

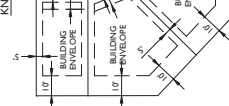
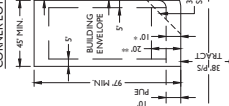
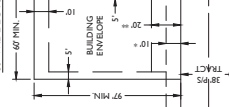
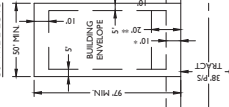
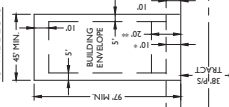
40' R/W
800' X 12' M.C.R.



LEGEND

- SECTION CORNER (AS NOTED)
- SECTION BOUNDARY CORNER
- SET 1/2" REBAR WITH CAP (US 3160)
- UNLESS OTHERWISE NOTED
- CENTERLINE MONUMENT (TO BE SET BY OTHERS)
- PLAT BOUNDARY LINE
- SECTION LINE / ROAD CENTERLINE
- LOT LINE
- RIGHT OF WAY
- R/W
- P/S
- PUE
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON ACCESS EASEMENT
- SVT
- SHORT VISIBILITY TRIANGLE (3' X 3')
- (MOHD)
- CITY OF AVONDALE COUNTY HIGHWAY DEPARTMENT
- CITY OF AVONDALE
- ASSASSORS PARCEL NUMBER
- APR

LOT DIAGRAMS



NOTES:
1. BUILDING ENVELOPE
2. FRONT FACING GARAGE

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)
1	4,975	0.142	22	4,599	0.133	43	5,050	0.146	64	4,650	0.134	85	4,650	0.134	106	5,143	0.148
2	4,419	0.128	23	4,671	0.135	44	5,050	0.146	65	4,989	0.145	86	4,650	0.134	107	5,143	0.148
3	4,365	0.126	24	4,644	0.134	45	5,050	0.146	66	4,989	0.145	87	4,650	0.134	108	5,143	0.148
4	4,365	0.126	25	4,660	0.135	46	5,050	0.146	67	4,989	0.145	88	4,650	0.134	109	5,143	0.148
5	4,365	0.126	26	4,689	0.136	47	5,050	0.146	68	4,989	0.145	89	4,650	0.134	110	5,143	0.148
6	4,365	0.126	27	4,724	0.137	48	5,050	0.146	69	4,989	0.145	90	4,650	0.134	111	5,143	0.148
7	4,365	0.126	28	4,746	0.138	49	5,050	0.146	70	4,989	0.145	91	4,650	0.134	112	5,143	0.148
8	4,365	0.126	29	4,789	0.139	50	5,050	0.146	71	4,989	0.145	92	4,650	0.134	113	5,143	0.148
9	4,365	0.126	30	4,790	0.139	51	4,989	0.145	72	4,989	0.145	93	4,650	0.134	114	5,000	0.144
10	4,365	0.126	31	4,814	0.140	52	4,989	0.145	73	4,989	0.145	94	4,650	0.134	115	5,096	0.147
11	4,365	0.126	32	4,836	0.141	53	4,989	0.145	74	4,989	0.145	95	4,650	0.134	116	5,096	0.147
12	4,365	0.126	33	4,859	0.142	54	4,989	0.145	75	4,989	0.145	96	4,650	0.134	117	5,096	0.147
13	4,365	0.126	34	4,881	0.143	55	4,989	0.145	76	4,989	0.145	97	4,650	0.134	118	5,096	0.147
14	4,365	0.126	35	4,902	0.144	56	4,989	0.145	77	4,989	0.145	98	4,650	0.134	119	5,096	0.147
15	4,365	0.126	36	4,923	0.145	57	4,989	0.145	78	4,989	0.145	99	4,650	0.134	120	5,096	0.147
16	4,464	0.129	37	5,000	0.146	58	4,989	0.145	79	4,989	0.145	100	4,365	0.126	121	5,096	0.147
17	4,467	0.130	38	5,050	0.147	59	4,989	0.145	80	4,365	0.126	101	4,365	0.126	122	5,096	0.147
18	4,509	0.131	39	5,050	0.147	60	4,989	0.145	81	4,365	0.126	102	4,365	0.126	123	5,096	0.147
19	4,532	0.132	40	5,050	0.147	61	4,989	0.145	82	4,365	0.126	103	4,365	0.126	124	5,096	0.147
20	4,554	0.133	41	5,050	0.147	62	4,989	0.145	83	4,365	0.126	104	4,365	0.126	125	5,096	0.147
21	4,576	0.134	42	5,050	0.147	63	4,989	0.145	84	4,365	0.126	105	4,365	0.126	126	5,096	0.147

TRACT	TRACT USE TABLE			TRACT USE TABLE			TRACT USE TABLE			TRACT USE TABLE			TRACT USE TABLE			TRACT USE TABLE		
	TRACT	USE	AREA (SF)	TRACT	USE	AREA (SF)	TRACT	USE	AREA (SF)	TRACT	USE	AREA (SF)	TRACT	USE	AREA (SF)	TRACT	USE	AREA (SF)
A	LANDSCAPE, OPEN SPACE, PUE, SWIRL EASEMENT, OPEN SPACE, P																	

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S89°43'15"W	40.00'	L11	S89°43'15"W	40.00'	L21	S89°43'15"W	40.00'	L31	S89°43'15"W	40.00'	L41	S89°43'15"W	40.00'	L51	S89°43'15"W	40.00'
L2	S89°43'15"E	54.95'	L12	S89°43'15"E	54.95'	L22	S89°43'15"E	54.95'	L32	S89°43'15"E	54.95'	L42	S89°43'15"E	54.95'	L52	S89°43'15"E	54.95'
L3	S89°43'15"E	30.00'	L13	S89°43'15"E	30.00'	L23	S89°43'15"E	30.00'	L33	S89°43'15"E	30.00'	L43	S89°43'15"E	30.00'	L53	S89°43'15"E	30.00'
L4	N10°02'04"W	38.15'	L14	N10°02'04"W	38.15'	L24	N10°02'04"W	38.15'	L34	N10°02'04"W	38.15'	L44	N10°02'04"W	38.15'	L54	N10°02'04"W	38.15'
L5	N10°25'34"W	4.00'	L15	N10°25'34"W	4.00'	L25	N10°25'34"W	4.00'	L35	N10°25'34"W	4.00'	L45	N10°25'34"W	4.00'	L55	N10°25'34"W	4.00'
L6	S05°23'49"W	24.77'	L16	S05°23'49"W	24.77'	L26	S05°23'49"W	24.77'	L36	S05°23'49"W	24.77'	L46	S05°23'49"W	24.77'	L56	S05°23'49"W	24.77'
L7	S05°45'49"E	41.65'	L17	S05°45'49"E	41.65'	L27	S05°45'49"E	41.65'	L37	S05°45'49"E	41.65'	L47	S05°45'49"E	41.65'	L57	S05°45'49"E	41.65'
L8	S05°45'49"E	38.00'	L18	S05°45'49"E	38.00'	L28	S05°45'49"E	38.00'	L38	S05°45'49"E	38.00'	L48	S05°45'49"E	38.00'	L58	S05°45'49"E	38.00'
L9	N89°03'04"E	18.77'	L19	N89°03'04"E	18.77'	L29	N89°03'04"E	18.77'	L39	N89°03'04"E	18.77'	L49	N89°03'04"E	18.77'	L59	N89°03'04"E	18.77'
L10	S05°24'30"E	38.00'	L20	S05°24'30"E	38.00'	L30	S05°24'30"E	38.00'	L40	S05°24'30"E	38.00'	L50	S05°24'30"E	38.00'	L60	S05°24'30"E	38.00'
L11	S05°24'30"E	62.00'	L21	S05°24'30"E	62.00'	L31	S05°24'30"E	62.00'	L41	S05°24'30"E	62.00'	L51	S05°24'30"E	62.00'	L61	S05°24'30"E	62.00'
L12	S05°24'30"E	41.65'	L22	S05°24'30"E	41.65'	L32	S05°24'30"E	41.65'	L42	S05°24'30"E	41.65'	L52	S05°24'30"E	41.65'	L62	S05°24'30"E	41.65'
L13	S05°24'30"E	18.07'	L23	S05°24'30"E	18.07'	L33	S05°24'30"E	18.07'	L43	S05°24'30"E	18.07'	L53	S05°24'30"E	18.07'	L63	S05°24'30"E	18.07'
L14	N45°54'05"W	14.14'	L24	N45°54'05"W	14.14'	L34	N45°54'05"W	14.14'	L44	N45°54'05"W	14.14'	L54	N45°54'05"W	14.14'	L64	N45°54'05"W	14.14'
L15	S89°03'04"E	17.86'	L25	S89°03'04"E	17.86'	L35	S89°03'04"E	17.86'	L45	S89°03'04"E	17.86'	L55	S89°03'04"E	17.86'	L65	S89°03'04"E	17.86'
L16	N45°53'50"W	14.08'	L26	N45°53'50"W	14.08'	L36	N45°53'50"W	14.08'	L46	N45°53'50"W	14.08'	L56	N45°53'50"W	14.08'	L66	N45°53'50"W	14.08'
L17	S10°33'03"W	10.88'	L27	S10°33'03"W	10.88'	L37	S10°33'03"W	10.88'	L47	S10°33'03"W	10.88'	L57	S10°33'03"W	10.88'	L67	S10°33'03"W	10.88'
L18	N89°03'04"E	20.00'	L28	N89°03'04"E	20.00'	L38	N89°03'04"E	20.00'	L48	N89°03'04"E	20.00'	L58	N89°03'04"E	20.00'	L68	N89°03'04"E	20.00'
L19	S49°03'00"W	13.37'	L29	S49°03'00"W	13.37'	L39	S49°03'00"W	13.37'	L49	S49°03'00"W	13.37'	L59	S49°03'00"W	13.37'	L69	S49°03'00"W	13.37'

TRACT USE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE					
	AREA (SF)	AREA (AC)	LINE	BEARING	LENGTH	CHORD	RADIUS	DELTA	CHORD	RADIUS	DELTA	CHORD	RADIUS	DELTA
A	LANDSCAPE, OPEN SPACE AND PUE, SENIOR HOUSING, COMMERCIAL, OFFICE, INDUSTRIAL, AND RECREATION	66,775	L1	S88°25'30"W	40.07'	C1	33.57'	107°41'	C11	33.57'	107°41'	C21	33.57'	107°41'
B	LANDSCAPE, OPEN SPACE AND PUE, SENIOR HOUSING, COMMERCIAL, OFFICE, INDUSTRIAL, AND RECREATION	1,533	L2	S44°15'31"W	54.95'	C2	24.33'	71°00'	C12	24.33'	71°00'	C22	24.33'	71°00'
C	LANDSCAPE, OPEN SPACE AND PUE	4,868	L3	S89°35'21"W	38.07'	C3	22.07'	15.00'	C13	22.07'	15.00'	C23	22.07'	15.00'
D	LANDSCAPE, OPEN SPACE AND PUE	1,092	L4	M07°03'10"W	76.15'	C4	7.82'	19.00'	C14	7.82'	19.00'	C24	7.82'	19.00'
E	LANDSCAPE, OPEN SPACE AND PUE, RETENTION AND AMENITY	52,671	L5	N04°54'50"W	4.00'	C5	42.89'	48.00'	C15	42.89'	48.00'	C25	42.89'	48.00'
F	LANDSCAPE, OPEN SPACE AND PUE	923	L6	S85°22'50"W	24.72'	C6	69.27'	59.00'	C16	69.27'	59.00'	C26	69.27'	59.00'
G	LANDSCAPE, OPEN SPACE AND PUE	1,506	L7	S00°04'54"W	41.65'	C7	23.56'	15.00'	C17	23.56'	15.00'	C27	23.56'	15.00'
H	LANDSCAPE, OPEN SPACE AND PUE	5,084	L8	S56°14'51"W	38.07'	C8	56.14'	9.00'	C18	56.14'	9.00'	C28	56.14'	9.00'
I	LANDSCAPE, OPEN SPACE AND PUE	953	L9	N87°03'11"W	18.77'	C9	23.56'	15.00'	C19	23.56'	15.00'	C29	23.56'	15.00'
J	LANDSCAPE, OPEN SPACE AND PUE	5,014	L10	S07°03'14"W	38.07'	C10	23.56'	15.00'	C20	23.56'	15.00'	C30	23.56'	15.00'
K	LANDSCAPE, OPEN SPACE AND PUE	923	L11	S00°04'54"W	82.00'	C11	36.62'	9.00'	C21	36.62'	9.00'	C31	36.62'	9.00'
L	LANDSCAPE, OPEN SPACE AND PUE	0.018	L12	S00°04'54"W	41.65'	C12	34.87'	200.00'	C22	34.87'	200.00'	C32	34.87'	200.00'
M	LANDSCAPE, OPEN SPACE AND PUE	0.038	L13	S33°17'41"W	16.07'	C13	34.86'	200.00'	C23	34.86'	200.00'	C33	34.86'	200.00'
N	LANDSCAPE, OPEN SPACE AND PUE	0.048	L14	S00°04'54"W	14.41'	C14	21.4'	500.00'	C24	21.4'	500.00'	C34	21.4'	500.00'
O	LANDSCAPE, OPEN SPACE AND PUE	923	L15	S88°05'50"W	17.95'	C15	4.95'	40.00'	C25	4.95'	40.00'	C35	4.95'	40.00'
P	LANDSCAPE, OPEN SPACE AND PUE	1,506	L16	S44°15'31"W	11.68'	C16	24.64'	15.00'	C26	24.64'	15.00'	C36	24.64'	15.00'
Q	LANDSCAPE, OPEN SPACE AND PUE	2,403	L17	S16°03'10"W	10.68'	C17	13.04'	45.00'	C27	13.04'	45.00'	C37	13.04'	45.00'
R	LANDSCAPE, OPEN SPACE AND PUE, RETENTION	3,140	L18	N89°03'10"W	20.05'	C18	7.36'	9.00'	C28	7.36'	9.00'	C38	7.36'	9.00'
S	PRIVATE RESIDENTIAL DEVELOPMENT, COLLECTION AND DRAINAGE SYSTEM LOSS	197,119	L19	S49°03'09"W	11.37'	C19	23.56'	15.00'	C29	23.56'	15.00'	C39	23.56'	15.00'
T	PRIVATE RESIDENTIAL DEVELOPMENT, COLLECTION AND DRAINAGE SYSTEM LOSS	4,326												

CITY COUNCIL REPORT

SUBJECT: Ordinance 2014-0520 - Granting an Easement to Arizona Public Service Company
- Electric Vehicle Charging Stations

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 2014-0520 authorizing the dedication of an utility easement to Arizona Public Service for the purpose of installing electrical lines and other related appurtenances for electric vehicle charging stations at the Municipal Operations Service Center (MOSC), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

APS is implementing an Electric Vehicle Charging Station Pilot Program and has selected Avondale's MOSC to receive two Level 2 charging stations at no cost to the City. Level 2 charging stations use a higher output (240-volt) power source capable of charging most electric vehicles in about three hours as opposed to 20 hours with a Level 1 charging station. In order to proceed an official easement must be dedicated to APS to establish electric service and installation of the necessary equipment.

DISCUSSION:

The site selected is based on ease of access and proximity to available electric power supplies as shown in the conceptual site plan. APS will own and maintain these chargers for five years, after which the City may choose to take ownership or have them removed at no cost to the City.

This installation will provide a second location in addition to the one at City Hall and double the charging capacity for electric vehicles. The implementation of electric vehicles into the City's fleet and supporting infrastructure is identified under the Transportation section of Avondale's Sustainability Plan. Also per the City's Electric Vehicle Charging Station policy (AP-69), the City supports the 'public purpose' to reduce air pollution and offers the electric vehicle charging stations to employees to encourage participation in the Travel Reduction Program. Installation of additional City charging stations reinforces both of these goals.

BUDGET IMPACT:

Granting the dedication of this utility easement to APS will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance authorizing the dedication of an utility easement to Arizona Public Service for the purpose of installing electrical lines and other related appurtenances for

electric vehicle charging stations at the Municipal Operations Service Center (MOSC), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 2014-0520

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across $\pm$ 0.041 acres of real property, generally located at 399 East Lower Buckeye Road, as depicted and described in the easement form attached hereto as part of Exhibit 1.

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, May 18, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2014-0520

[APS Utility Easement]

See following pages.

NE 22 1N 1W
33.419562/-112.346026
500-61-003N
WA501380
RT/PB

CITY OF AVONDALE - APS UTILITY EASEMENT

THE CITY OF AVONDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Avondale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2020.

APPROVED AS TO FORM:

CITY OF AVONDALE,
a municipal corporation

City Attorney

By: _____

Title

ATTEST:

City Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2020 by
_____ of _____, on behalf of
_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

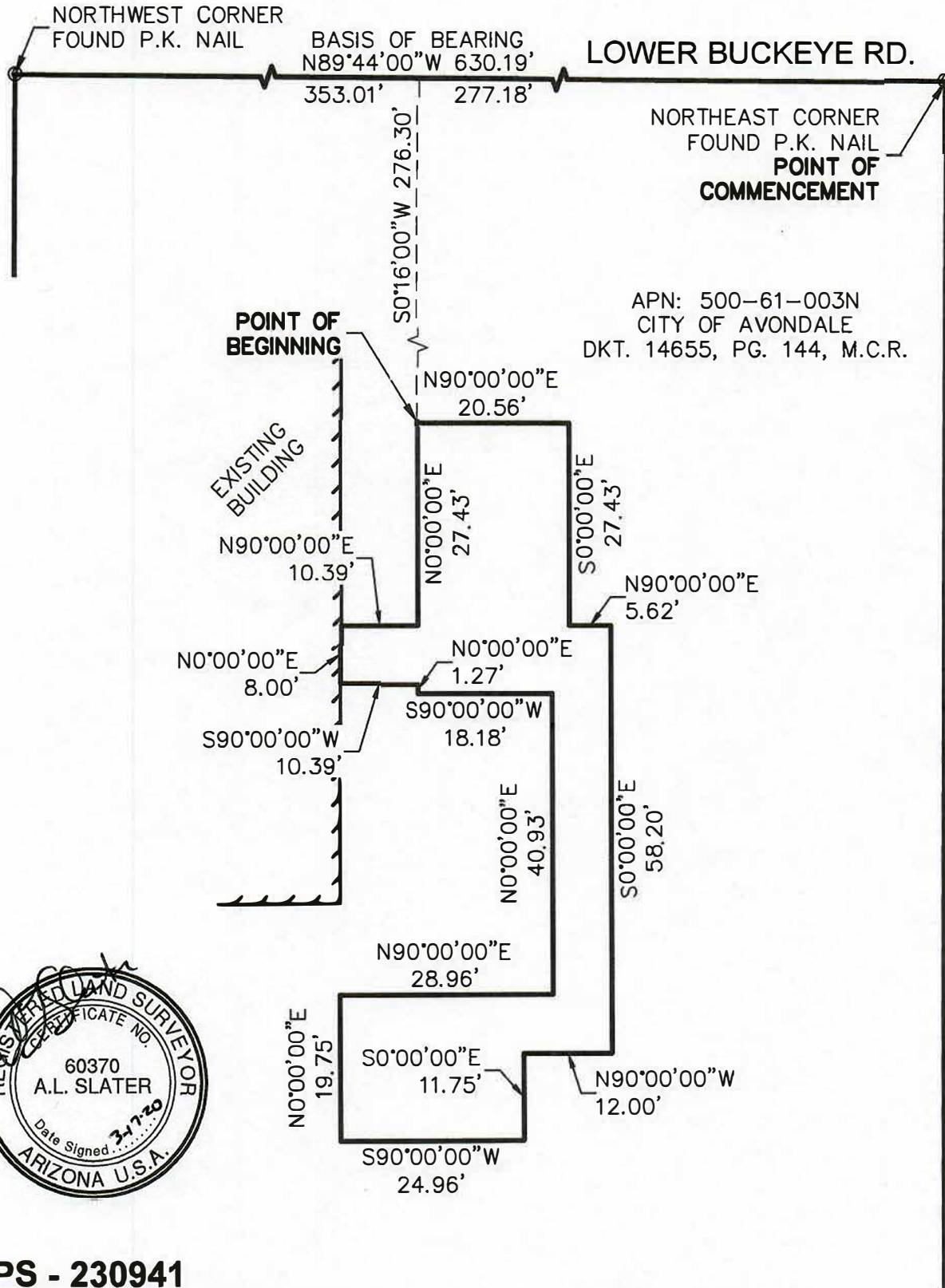
EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY) AS RECORDED IN DOCKET 14655, PAGE 144 M.C.R.

That part of the Northeast quarter of Section 22, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the North quarter corner of Section 22, Township 1 North, Range 1 West, aforesaid; thence South 0 degrees 26 minutes 59 seconds West a distance of 1330.07 feet along the midsection line; thence South 88 degrees 09 minutes 48 seconds East a distance of 631.28 feet to the True Point of Beginning; thence North 1 degree 16 minutes 48 seconds East a distance of 1303.06 feet to a point which is 33.00 feet South of the North line of Section 22; thence South 88 degrees 43 minutes 12 seconds East parallel to said North line a distance of 630.19 feet to a point which bears North 88 degrees 43 minutes 12 seconds West a distance of 40.0 feet and South 1 degree 16 minutes 48 seconds West a distance of 33.0 feet from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 22; thence South 1 degree 16 minutes 48 seconds West a distance of 1029.51 feet to a point on the Northwesterly line of property shown as Parcel 2 in Agreement recorded in Docket 5319, Page 314, Maricopa County records; thence South 46 degrees 29 minutes 48 seconds West along said Northwesterly line a distance of 393.19 feet to the South line of the Northwest quarter of the Northeast quarter of Section 22; thence North 88 degrees 09 minutes 48 seconds West along said South line a distance of 351.13 feet to the True Point of Beginning.

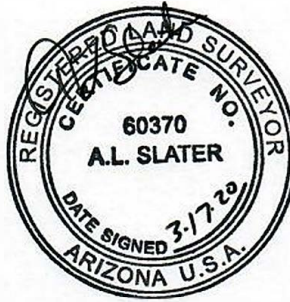
EXHIBIT "B"



APS - 230941
399 E. LOWER BUCKEYE RD.
AVONDALE, ARIZONA 85323

JOB# P5224	DWG: 230941 AVONDALE	DATE: 03/17/20
SCALE: 1"=20'	DRAWN: TS	CHECK: JAS
		SHEET: 1 OF 2

**LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
APS – 230941 - AVONDALE**



Page 2 of 2

A PORTION THE PROPERTY DESCRIBED IN THE WARRANTY DEED, AS RECORDED IN DOCKET 14655, PAGE 144, MARICOPA COUNTY RECORDS, ARIZONA, SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND P.K. NAIL, MARKING THE NORTHEAST CORNER OF SAID PROPERTY, FROM WHICH THE FOUND P.K. NAIL, MARKING THE NORTHWEST CORNER OF SAID PROPERTY BEARS, NORTH 89 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 630.19 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 277.18 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.30 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 20.56 FEET;

THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 27.43 FEET;

THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 5.62 FEET;

THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 58.20 FEET;

THENCE SOUTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 11.75 FEET;

THENCE SOUTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 24.96 FEET;

THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 19.75 FEET;

THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 28.96 FEET;

THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 40.93 FEET;

THENCE SOUTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 18.18 FEET;

THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 1.27 FEET;

THENCE SOUTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 10.39 FEET;

THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 10.39 FEET;

THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 27.43 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,806 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

**CLOSURE REPORT
ARIZONA PUBLIC SERVICE
APS - 230941 - AVONDALE**

North: 880859.0922' East: 569233.9485'
Segment #1 : Line
Course: N90° 00' 00"E Length: 20.56'
North: 880859.0922' East: 569254.5085'

Segment #2 : Line
Course: S0° 00' 00"E Length: 27.43'
North: 880831.6622' East: 569254.5085'

Segment #3 : Line
Course: N90° 00' 00"E Length: 5.62'
North: 880831.6622' East: 569260.1285'

Segment #4 : Line
Course: S0° 00' 00"E Length: 58.20'
North: 880773.4622' East: 569260.1285'

Segment #5 : Line
Course: N90° 00' 00"W Length: 12.00'
North: 880773.4622' East: 569248.1285'

Segment #6 : Line
Course: S0° 00' 00"E Length: 11.75'
North: 880761.7122' East: 569248.1285'

Segment #7 : Line
Course: N90° 00' 00"W Length: 24.96'
North: 880761.7122' East: 569223.1685'

Segment #8 : Line
Course: N0° 00' 00"E Length: 19.75'
North: 880781.4622' East: 569223.1685'

Segment #9 : Line
Course: N90° 00' 00"E Length: 28.96'
North: 880781.4622' East: 569252.1285'

Segment #10 : Line
Course: N0° 00' 00"E Length: 40.93'
North: 880822.3922' East: 569252.1285'

Segment #11 : Line
Course: N90° 00' 00"W Length: 18.18'
North: 880822.3922' East: 569233.9485'

Segment #12 : Line
Course: N0° 00' 00"E Length: 1.27'
North: 880823.6622' East: 569233.9485'

Segment #13 : Line
Course: N90° 00' 00"W Length: 10.39'
North: 880823.6622' East: 569223.5585'

Segment #14 : Line
Course: N0° 00' 00"E Length: 8.00'
North: 880831.6622' East: 569223.5585'

Segment #15 : Line
Course: N90° 00' 00"E Length: 10.39'
North: 880831.6622' East: 569233.9485'

Segment #16 : Line
Course: N0° 00' 00"E Length: 27.43'
North: 880859.0922' East: 569233.9485'

Perimeter: 325.82' Area: 1806 Sq. Ft.
Error Closure: 0.0000 Course: N0° 00' 00"E
Error North: 0.00000 East: 0.00000
Precision 1: 325820000.00



Conceptual Site Design



CITY COUNCIL REPORT

SUBJECT: Ordinance 2015-0520 Abandonment of an Easement for Highway Purposes

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Kevin Murphy, P.E., Development and Engineering Services Director, (623) 333-4011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 2015-0520 authorizing the abandonment of an easement for highway purposes generally located north of Van Buren Street and east of Dysart Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 4, 1981, Maricopa County granted an easement for highway purposes to the City of Avondale as recorded in Docket 15622, Page 313 in the Maricopa County Recorder's Office.

DISCUSSION:

The easement is 33 feet wide and located approximately 1500 feet north of Van Buren Street in the Eliseo C. Felix Jr. Way alignment. This easement is currently used by the Arizona Department of Transportation (ADOT) for access to their highway maintenance yard south of Interstate 10. Staff has researched the need for this easement, and has determined that this easement serves no useful purpose for the City or its residents.

STRATEGIC PLAN ALIGNMENT

Initiative: Foster Sustainability Community Development

Goal: Maintain Quality Infrastructure

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance authorizing the abandonment of an easement for highway purposes generally located north of Van Buren Street and east of Dysart Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ORDINANCE NO. 2015-0520

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, PROVIDING FOR THE REVERSION OF A PORTION OF AN RIGHT-OF-WAY EASEMENT GENERALLY LOCATED ON ELISEO C. FELIX JR. WAY SOUTH OF INTERSTATE 10 AND NORTH OF VAN BUREN STREET.

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

WHEREAS, the Right-of-Way Easement recorded at Docket 15622 Page 313 in the Office of the Maricopa County Recorder on November 4, 1981 (the "Easement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, provides that if the Easement ceases to be used for highway purposes then the grant of the Easement shall cease and revert to the grantors, their heirs or assigns; and

WHEREAS, the Council of the City of Avondale (the "City Council") has determined that the portion of the Easement relating to 33' of the property (the "Unused Portion"), is not being used, and will not be used for right-of-way purposes; therefore, it is necessary and appropriate that it revert to the grantors, their heirs or assigns; and

WHEREAS, the City Council has determined that the remainder of the Easement (excluding the Unused Portion) is currently in use for the purposes granted and, therefore shall not be affected by reversion of the Unused Portion.

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. Ownership of the Unused Portion of the Easement, as described and depicted in Exhibit B, attached hereto and incorporated herein by reference, hereby reverts to the grantors, their heirs or assigns, as provided in the Easement.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, all right and title to the Unused Portion of the Easement shall vest in the grantors, their heirs or assigns and the City shall have no further rights or obligations with respect to the Unused Portion of the Easement.

SECTION 4. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2020.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2015-0520

[Right-of-Way Easement]

See following pages.

When recorded, return to:

EASEMENT

RIGHT-OF-WAY

EASEMENT (29)

0040321

MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona.

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the CITY OF AVONDALE, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, chain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the CITY OF AVONDALE, County of Maricopa, State of Arizona, and described as follows:

The East Thirty-three (33) feet of the West one-half of the Southwest one-quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Two (2), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion found to be within the parcel of land described as EXCEPTION Parcel 1 in Docket 2409, Page 462, M.C.R.

NOV 4 1981 -10 00

City that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS
 Docket 15622 Page 313 Records of Maricopa Co., Arizona
 WITNESS my hand and official seal the day and year aforesaid

 _____ Maricopa County Recorder, By _____ Deputy

N-C

Any relocation of Grantors fencing will be performed and paid for by Grantee herein.

To have and to hold the said easement and right-of-way unto City of Avondale, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land: that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

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.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 12 day of October, 1981

Attest: Alan Woodell (Seal) John J. J. J. (Seal)
 _____ (Seal) Chairman, Board of Supervisors _____ (Seal)
 _____ (Seal) _____ (Seal)

CITY OF AVONDALE
STATE OF ARIZONA
County of MARICOPA

This instrument was acknowledged before me this 21st day of November 1981 by James E. [unclear]

Chairman, Board of Supervisors and Rhea Woodall, Clerk of the Board of Supervisors

E. Lynn Barker Notary Public

My Commission Expires Oct. 13, 1984

EXHIBIT B
TO
ORDINANCE NO. 2015-0520

[Unused Portion of the Easement]

See following pages.

EXHIBIT "A"

ELISEO C. FELIX JR. EASEMENT TO BE ABANDONED

A portion of that easement granted in Docket 15622, Page 313, records of Maricopa County, Arizona lying within the East 33 feet of the West half of the Southwest quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 2 being marked by a 3 inch brass cap in handhole (0.7' below the surface) from which a 3 inch Maricopa County brass cap flush marking the South quarter corner of said Section 2 bears South 88 degrees 35 minutes 30 seconds East 2638.88 feet, said described line being the basis of bearings for this description;

THENCE South 88 degrees 35 minutes 30 seconds East 1319.35 feet along the South line of said Southwest quarter to a 3 inch City of Avondale brass cap flush with the pavement at the intersection of Eliseo C. Felix Jr. Way and Van Buren Street, also being the Southeast corner of the West half of said Southwest quarter;

THENCE North 00 degrees 27 minutes 00 seconds East 1527.43 feet along the centerline of said Eliseo C. Felix Jr. Way and the East line of said West half to the POINT OF BEGINNING;

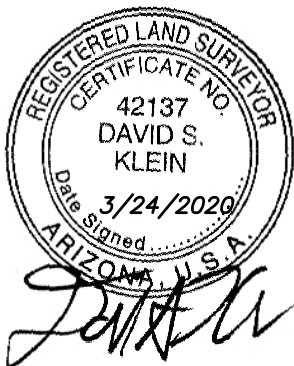
THENCE North 89 degrees 33 minutes 00 seconds West 33.00 feet to the West line of the East 33.00 feet of said West half;

THENCE North 00 degrees 27 minutes 00 seconds East 469.00 feet along said West line to a 1/2 inch rebar with aluminum cap stamped 42137;

THENCE South 89 degrees 26 minutes 20 seconds East 33.00 feet to the East line of said West half;

THENCE South 00 degrees 27 minutes 00 seconds West 468.94 feet along said East line to the POINT OF BEGINNING.

Comprising 15,476 square feet more or less.




SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 3/24/2020

JOB NO.: 190858

EXHIBIT "B"

ELISEO C. FELIX JR.
EASEMENT TO BE ABANDONED

NOT TO SCALE

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 89°33'00" W	33.00'
L2	N 00°27'00" E	469.00'
L3	S 89°26'20" E	33.00'
L4	S 00°27'00" W	468.94'

DYSART ROAD

POINT OF COMMENCEMENT
SOUTHWEST CORNER,
SECTION 2, T01N, R01W,
FOUND 3" BRASS CAP IN
HANDHOLE (DOWN 0.7')

1319.35'
S 88°35'30" E

VAN BUREN STREET

SOUTH 1/4 CORNER, SECTION 2,
T01N, R01W, FOUND 3" MARICOPA
COUNTY BRASS CAP FLUSH

FOUND 3" CITY OF
AVONDALE BRASS
CAP FLUSH

1319.52'
2638.88'

N 00°27'00" E
1527.43'

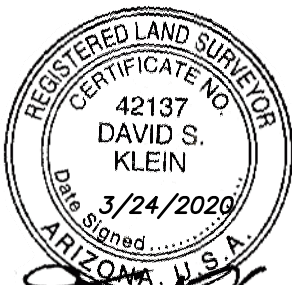
POINT OF
BEGINNING

ELISEO C. FELIX JR WAY

A.P.N. 500-02-102
AVONDALE CAPITAL LLC

A.P.N. 500-02-016H
ARIZONA STATE OF
DEPT OF TRANS

A.P.N. 500-02-016G
ARIZONA STATE
OF DEPT OF TRANS



SUPERIOR
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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 3/24/2020

JOB NO.: 190858

INTERSTATE 10



NOT TO SCALE

DYSART ROAD

ELISEO C. FELIX JR. WAY

VAN BUREN STREET

**EASEMENT TO
BE ABANDONED**

EASEMENT TO BE ABANDONED

CITY COUNCIL REPORT

SUBJECT: Resolution 1032-0520 - Adoption of the Fiscal Year 2021 Tentative Budget

MEETING DATE: 5/18/2020

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 1032-0520 setting forth the fiscal year 2021 tentative budget and establishing the City's annual expenditure limitation. The Council will take appropriate action.

BACKGROUND:

On April 6, 2020, April 20, 2020 and May 4, 2020, staff presented the recommended budget to the Mayor and Council for the fiscal year beginning July 1, 2020 (FY2021).

In conformance with state law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for FY2021. The total budget may be reduced prior to final adoption, but cannot be increased.

DISCUSSION:

The proposed tentative budget establishes the maximum limit for expenditures for FY2021. The tentative budget is balanced, with revenues and other sources covering the proposed expenditure budget. Based on Council feedback, the supplemental request for NASCAR race-related expenses was unfunded. This item will be funded through the Economic Opportunities Fund instead. The supplemental request for the Digital and Communications specialist in Marketing and Public Relations was moved from contingent on funding to funded status. Staff also added \$50,000 for temporary sidewalks on El Mirage Road from Calle Hermosa to Lower Buckeye Road. Staff has also made technical corrections to the budget since the initial presentation of the City Manager's recommended budget.

A summary of the tentative budget and a notice of public hearing on the budget and property tax levy will be published as required by A.R.S. 42-17103. Additionally, the tentative budget will be posted to the city of Avondale website. The following list shows the timeline for all actions required for formal adoption of the city's annual budget:

May 18, 2020 - Adopt tentative budget

May 20, 2020 - 1st publication of tentative budget and Truth in Taxation notice

May 27, 2020 - 2nd publication of tentative budget and Truth in Taxation notice

June 1, 2020 - Hold public hearing on budget and property tax levy. Convene special meeting adopting final budget.

June 15, 2020 - Adopt property tax levy

BUDGET IMPACT:

This action will set the maximum expenditure limit for FY2021. Revisions can be made to decrease, but not increase the total expenditure amount for the final budget.

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting forth the FY2021 tentative budget and annual expenditure limitation and authorize staff to proceed with the required publication process.

RESOLUTION NO. 1032-0520

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2020-2021.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the “City Council”) is required to adopt a budget; and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager has prepared and filed with the City Council the City Manager’s Budget estimates for the fiscal year beginning July 1, 2020 and ending June 31, 2021; and

WHEREAS, the qualified electors of the City of Avondale (the “City”) did, on August 30, 2016, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

WHEREAS, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

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

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

SECTION 2. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City’s official tentative budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, including the establishment of the expenditure limitation for such fiscal year in the amount of \$280,109,400.

SECTION 3. Upon approval of the City Council, the City Manager or designee shall publish in the official City newspaper once per week for two consecutive weeks (i) the official tentative budget and (ii) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall, and the website where the tentative budget may be found. If a truth in taxation notice is required under ARIZ. REV. STAT. § 42-17107, it may be combined with such hearing notice.

SECTION 4. The City Manager or designee shall, not later than seven business days following consideration of this Resolution by the City Council, make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and shall post the tentative budget on the City's website.

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

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1032-0520

[Statements and Schedules]

See following pages.

City of Avondale
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021

Fiscal Year	S c h		FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Trust & Agency Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2020	Adopted/Adjusted Budgeted Expenditures/Expenses*	E 1	66,207,041	33,235,444	10,237,810	62,113,948	5,000	58,249,771	6,650,235	236,699,249
2020	Actual Expenditures/Expenses**	E 2	59,965,358	19,862,616	10,237,810	61,996,910	5,000	53,032,407	5,062,385	210,162,486
2021	Fund Balance/Net Position at July 1***	3	49,842,212	28,750,282	8,073,352	59,589,579	300,649	91,100,899	7,877,486	245,534,459
2021	Primary Property Tax Levy	B 4	3,145,875							3,145,875
2021	Secondary Property Tax Levy	B 5			3,435,086					3,435,086
2021	Estimated Revenues Other than Property Taxes	C 6	71,217,000	46,708,000	32,000	3,316,000	3,000	35,251,700	4,317,300	160,845,000
2021	Other Financing Sources	D 7	0	0	0	21,581,000	0	6,690,000	0	28,271,000
2021	Other Financing (Uses)	D 8	(6,789,000)	0	0	(1,292,000)	0	(6,690,000)	0	(14,771,000)
2021	Interfund Transfers In	D 9	4,642,000	1,481,200	5,652,000	16,339,000	0	9,030,000	0	37,144,200
2021	Interfund Transfers (Out)	D 10	(16,916,200)	(9,930,000)	0	(208,000)	0	(10,087,000)	(3,000)	(37,144,200)
2021	Reduction for Amounts Not Available:	11								
LESS:	Amounts for Future Debt Retirement:									0
	Future Capital Projects									0
	Maintained Fund Balance for Financial Stability									0
										0
										0
2021	Total Financial Resources Available	12	105,141,887	67,009,482	17,192,438	99,325,579	303,649	125,295,599	12,191,786	426,460,420
2021	Budgeted Expenditures/Expenses	E 13	81,336,400	39,521,900	9,527,000	79,974,000	5,000	62,638,200	7,106,900	280,109,400

EXPENDITURE LIMITATION COMPARISON

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

	2020	2021
1	\$ 236,699,249	\$ 280,109,400
2		
3	236,699,249	280,109,400
4		
5	\$ 236,699,249	\$ 280,109,400
6	\$ 236,699,249	\$ 280,109,400

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Avondale
Tax Levy and Tax Rate Information
Fiscal Year 2021

	<u>2020</u>	<u>2021</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>3,039,967</u>	\$ <u>3,145,875</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>3,039,967</u>	\$ <u>3,145,875</u>
B. Secondary property taxes	<u>4,141,443</u>	<u>3,435,086</u>
C. Total property tax levy amounts	\$ <u>7,181,410</u>	\$ <u>6,580,961</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>3,039,967</u>	
(2) Prior years' levies	<u>0</u>	
(3) Total primary property taxes	\$ <u>3,039,967</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>4,141,443</u>	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ <u>4,141,443</u>	
C. Total property taxes collected	\$ <u>7,181,410</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.7003</u>	<u>0.6808</u>
(2) Secondary property tax rate	<u>0.9540</u>	<u>0.7434</u>
(3) Total city/town tax rate	<u>1.6543</u>	<u>1.4242</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>0</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
GENERAL FUND			
Local taxes			
Local Sales Tax	\$ 35,408,000	\$ 36,418,000	\$ 36,692,000
Other Taxes			10,000
Licenses and permits			
Franchise Fees	1,273,000	1,273,000	1,273,000
Building & Development Permits	1,436,000	2,063,000	879,000
Licenses	287,000	287,000	247,000
Other Permits	38,000	38,000	73,000
Development Charges for Service	5,000	10,000	0
Intergovernmental			
State Urban Revenue Sharing	11,121,000	11,100,000	12,465,000
City's Share of St. Sales Tax	8,830,000	8,938,000	9,206,000
Auto Lieu Tax	3,900,000	3,757,000	3,869,000
Other Cities & Towns	75,620	75,000	216,800
Charges for services			
Development Charges for Service	449,000	450,000	976,000
Other Charges for Service	337,000	430,000	536,500
Recreation Charges for Service	287,000	277,000	573,000
Internal Service Charges	3,000	3,000	33,000
Fines and forfeits			
Court Fines	947,000	951,000	847,000
Other Fines	11,000	10,000	21,000
Interest on investments			
Interest	520,000	500,000	520,000
Miscellaneous			
Sale of Assets	1,054,000	2,430,000	1,054,000
Other Revenue	1,532,000	1,217,000	630,900
Donations	10,000	10,000	57,800
Operating Lease			1,037,000
Total General Fund	\$ 67,523,620	\$ 70,237,000	\$ 71,217,000
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue Fees	\$ 6,076,000	\$ 5,880,656	\$ 6,057,000
Interest	80,000	80,000	80,000
	6,156,000	5,960,656	6,137,000
Senior Nutrition			
Federal Sources	320,000	320,000	324,700
Other Cities & Towns	25,000	25,000	18,300
Other Revenue			1,300
Donations	16,000	16,000	34,900
	361,000	361,000	379,200
Community Action Program			
Donations	102,000		0
Federal Sources		240,000	173,300
Other Cities and Towns		53,000	25,000
	102,000	293,000	198,300

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
HOME Grant			
Federal Sources	860,100	860,000	1,157,800
	860,100	860,000	1,157,800
Other Grants			
Other State Sources	293,110	544,000	211,000
Other Federal Sources			16,500
Donations	85,735		98,100
Other Revenue	5,000,000		15,366,700
	5,378,845	544,000	15,692,300
Cemetery Maintenance Fund			
Interest		10,000	0
	0	10,000	0
Library Projects			
Donations	7,395	13,000	0
	7,395	13,000	0
Transit Fund			
Arizona Lottery Fund	230,000	230,000	230,000
	230,000	230,000	230,000
County R.I.C.O.			
Seizure of Property	20,000	15,000	20,000
	20,000	15,000	20,000
Court Payments			
Other State Sources			7,700
Court Fines			71,000
Interest			6,000
Fill the Gap	70,000	70,000	5,000
	70,000	70,000	89,700
Regional Family Advocacy			
Federal Sources	173,750	173,750	260,000
Other Cities and Towns	1,046,730	1,046,730	1,046,700
	1,220,480	1,220,480	1,306,700
0.5% Dedicated Sales Tax			
City Sales Tax	8,522,000	8,883,000	8,966,000
	8,522,000	8,883,000	8,966,000
Public Safety Dedicated Sales Tax			
City Sales Tax	8,522,000	8,883,000	8,966,000
Interest Earned	80,000	80,000	80,000
	8,602,000	8,963,000	9,046,000
Community Development Block Grant			
Other Federal Sources	1,763,670	1,763,000	2,912,800
	1,763,670	1,763,000	2,912,800
Environmental Programs Fund			
Environmental Fee	260,000	260,000	260,000
	260,000	260,000	260,000
Wildland Fire Deployment			
Other State Sources	251,760	251,000	172,200
	251,760	251,000	172,200
Tow Impound Fund			
Other Fines	0	0	97,000
	0	0	97,000
Tourism Fund			
Other State Sources	0	0	43,000
	0	0	43,000
Total Special Revenue Funds	\$ 33,805,250	\$ 29,697,136	\$ 46,708,000

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
DEBT SERVICE FUNDS			
General Obligation			
Interest	\$ 30,000	\$ 30,000	\$ 0
	\$ 30,000	\$ 30,000	\$ 0
0.5% Dedicated Sales Tax Debt			
Interest	\$ 32,000	\$ 32,000	\$ 32,000
	\$ 32,000	\$ 32,000	\$ 32,000
Total Debt Service Funds	\$ 62,000	\$ 62,000	\$ 32,000
CAPITAL PROJECTS FUNDS			
Street Construction			
Federal Sources	\$ 102,000	\$	\$ 383,000
Development Impact Fees	547,000	1,251,344	0
Interest	75,000	100,000	75,000
	\$ 724,000	\$ 1,351,344	\$ 458,000
Police Construction			
Development Impact Fees	\$ 146,000	\$ 301,360	\$ 0
Interest	5,000	30,000	5,000
	\$ 151,000	\$ 331,360	\$ 5,000
Park Construction			
Federal Sources	\$ 2,100,000	\$ 0	\$ 0
Development Impact Fees	258,000	432,756	0
Interest	60,000	30,000	18,000
	\$ 2,418,000	\$ 462,756	\$ 18,000
Library Construction			
Development Impact Fees	\$ 18,000	\$ 49,595	\$ 0
Interest	100		0
	\$ 18,100	\$ 49,595	\$ 0
Landscaping Landfill Remediation			
Interest		45,000	0
	0	45,000	0
Fire Construction			
Development Impact Fees	137,000	246,000	0
Interest	10,000	10,000	10,000
	147,000	\$ 256,000	\$ 10,000
One Time Capital			
Interest		100,000	0
	0	100,000	0
Transit Capital			
Federal Sources	400,000	400,000	0
	400,000	400,000	0
Streets Development Impact Fee Fund			
Development Impact Fees	0	0	1,333,000
	0	0	1,333,000
Police Development Impact Fee Fund			
Development Impact Fees	0	0	329,000
	0	0	329,000

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
Fire Development Impact Fee Fund			
Development Impact Fees	0	0	329,000
	0	0	329,000
Parks Development Impact Fee Fund			
Development Impact Fees	0	0	594,000
	0	0	594,000
Library Development Impact Fee Fund			
Development Impact Fees	0	0	72,000
	0	0	72,000
Vehicle Replacement			
Sale of Assets	62,320	62,320	62,000
Interest	100,000	100,000	100,000
	162,320	\$ 162,320	\$ 162,000
Equipment Replacement			
Interest	6,000	6,000	6,000
	6,000	6,000	6,000
Total Capital Projects Funds	\$ 4,026,420	\$ 3,164,375	\$ 3,316,000
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
Trust and Agency			
Volunteer Fireman's Pension			
Interest	\$ 3,000	\$ 3,000	\$ 3,000
	\$ 3,000	\$ 3,000	\$ 3,000
Total Permanent Funds	\$ 3,000	\$ 3,000	\$ 3,000
ENTERPRISE FUNDS			
Water Fund			
Water Sales	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000
Interest	512,000	512,000	512,000
Operating Lease	33,000	33,000	33,000
Other Revenue	70,000	70,000	70,000
	\$ 15,615,000	\$ 15,615,000	\$ 15,615,000
Sewer Operations			
Sewer Fees	\$ 9,700,000	\$ 9,990,000	\$ 9,700,000
Interest	176,000	176,000	176,000
	\$ 9,876,000	\$ 10,166,000	\$ 9,876,000
Sewer Construction			
Development Fees	\$ 1,118,000	\$ 1,459,000	\$ 0
Interest	75,000	60,000	0
	\$ 1,193,000	\$ 1,519,000	\$ 0
Water Construction			
Development Fees	\$ 821,000	\$ 1,383,000	\$ 0
Interest	125,000	47,000	100,000
	\$ 946,000	\$ 1,430,000	\$ 100,000
Sanitation			
Sanitation Fees	5,100,000	5,282,000	5,100,000
Interest	104,000	104,000	104,000
Other Cities and Towns	57,680	17,000	57,700

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
	5,261,680	5,403,000	5,261,700
Sanitation Construction			
Interest	500	5,000	1,000
	500	5,000	1,000
Water Equipment Replacement			
Interest	27,600	27,600	28,000
	27,600	27,600	28,000
Sewer Equipment Replacement			
Interest	6,000	6,000	6,000
	6,000	6,000	6,000
Sanitation Equipment Replacement			
Sale of Assets	184,870		0
Interest	70,000	70,000	70,000
	254,870	70,000	70,000
Water Development Impact Fees			
Development Fees			1,835,000
	0	0	1,835,000
Sewer Development Impact Fees			
Development Fees			2,384,000
Interest			75,000
	0	0	2,459,000
Total Enterprise Funds	\$ 33,180,650	\$ 34,241,600	\$ 35,251,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

INTERNAL SERVICE FUNDS

Risk Management

Internal Service Charges	\$ 1,731,380	\$ 1,731,380	\$ 918,800
Other Revenue	38,800	0	13,500
Interest	10,280	10,000	33,000
	\$ 1,780,460	\$ 1,741,380	\$ 965,300

Fleet Services Management

Internal Service Charges	\$ 3,106,195	\$ 2,401,530	\$ 2,822,800
	\$ 3,106,195	\$ 2,401,530	\$ 2,822,800

Worker's Compensation

Internal Service Charges	\$ 659,740	\$ 663,000	\$ 529,200
	\$ 659,740	\$ 663,000	\$ 529,200

Total Internal Service Funds \$ 5,546,395 \$ 4,805,910 \$ 4,317,300

TOTAL ALL FUNDS \$ 144,147,335 \$ 142,211,021 \$ 160,845,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Avondale
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2021

FUND	OTHER FINANCING 2021		INTERFUND TRANSFERS 2021	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
Operating Transfers	\$	\$	\$ 1,057,000	\$ (5,066,200)
Capital Transfers			0	(11,850,000)
Interfund Loans	0	(6,789,000)		
Economic Opportunities - from General Fund			3,585,000	0
Total General Fund	\$ 0	\$ (6,789,000)	\$ 4,642,000	\$ (16,916,200)
SPECIAL REVENUE FUNDS				
Transit Fund - Operating Transfers	\$	\$	\$ 1,082,200	\$ 0
Regional Family Advocacy - Operating Transfers			349,000	0
Regional Family Advocacy - Capital Transfers			0	(44,000)
Public Arts Fund - Operating Transfers			50,000	0
Highway User Revenue Fund - Capital Transfers			0	(3,821,000)
0.5% Dedicated Sales Tax - Capital Transfer				(500,000)
0.5% Dedicated Sales Tax - Debt Transfer			0	(5,444,000)
Public Safety Dedicated Tax - Capital Transfer			0	(119,000)
Environmental Programs Fund			0	(2,000)
Total Special Revenue Funds	\$ 0	\$ 0	\$ 1,481,200	\$ (9,930,000)
DEBT SERVICE FUNDS				
0.5% Dedicated Sales Tax Debt- Debt Transfer	\$	\$	\$ 4,883,000	\$ 0
2019 PRO Debt Service - Debt Transfer			769,000	0
Total Debt Service Funds	\$ 0	\$ 0	\$ 5,652,000	\$ 0
CAPITAL PROJECTS FUNDS				
Library Development Impact Fee Fund - Debt	\$	\$	\$ 0	\$ (208,000)
Street Construction - Capital Transfer			7,570,000	0
General Obligation - Bond Proceeds	13,500,000			
Police Construction - Capital Transfer			430,000	0
Police Construction - Interfund Loan	0	(226,000)		
Park Construction - Capital Transfer			5,950,000	0
Library Construction - Capital Transfer			150,000	0
Fire Construction - Interfund Loan	0	(1,066,000)		
One Time Capital			700,000	0
Street Development Impact Fee - Interfund Loan	5,454,000	0		
Police Development Impact Fee - Interfund Loan	226,000	0		
Fire Development Impact Fee - Interfund Loan	1,066,000	0		
Parks Development Impact Fee - Interfund Loan	1,335,000	0		
Vehicle Replacement - Capital			855,000	0
Equipment Replacement - Capital			684,000	0
Total Capital Projects Funds	\$ 21,581,000	\$ (1,292,000)	\$ 16,339,000	\$ (208,000)
ENTERPRISE FUNDS				
Water Fund - Operating Transfers	\$	\$	\$ 0	\$ (601,000)
Sewer Fund - Operating Transfers			0	(456,000)
Water Fund - Capital Transfers			0	(4,919,000)
Sewer Fund - Capital Transfers			0	(2,845,000)
Water Construction - Capital Transfers			4,500,000	0
Water Construction - Interfund Loan	0	(6,690,000)		
Sewer Construction - Capital Transfers			2,600,000	0
Sanitation Construction Capital Transfers			50,000	0
Water Equipment Replacement - Capital			419,000	0
Sewer Equipment Replacement - Capital			245,000	0
Sanitation Equipment Replacement - Capital			1,216,000	0
Water Development Impact Fee	6,690,000	0		
Sanitation Fund - Capital Transfers			0	(1,266,000)
Total Enterprise Funds	\$ 6,690,000	\$ (6,690,000)	\$ 9,030,000	\$ (10,087,000)
INTERNAL SERVICE FUNDS				
Risk Management Fund	\$	\$	\$ 0	\$ (3,000)
Total Internal Service Funds	\$ 0	\$ 0	\$ 0	\$ (3,000)
TOTAL ALL FUNDS	\$ 28,271,000	\$ (14,771,000)	\$ 37,144,200	\$ (37,144,200)

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2021**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
GENERAL FUND				
City Administration	\$ 3,628,676	\$ 74,100	\$ 3,601,276	\$ 4,189,700
City Attorney	1,269,990	0	1,162,340	1,585,600
City Clerk	675,580	0	672,355	983,000
City Council	300,910	(7,475)	296,660	328,200
City Court	1,180,150	0	1,172,150	1,221,000
Contingency	3,000,000	(2,301,034)	0	12,000,000
Development & Engineering Services	4,464,645	0	4,233,370	4,670,200
Economic Development	4,233,404	2,480,400	4,247,244	1,924,100
Finance & Budget	2,774,415	(1,100)	2,600,910	4,582,600
Fire and Medical	10,131,005	49,000	9,965,905	10,284,300
Human Resources	891,330	(22,760)	841,011	1,469,000
Indirect Costs		0		(4,702,100)
Information Technology	5,197,695	36,221	4,912,910	8,352,500
Marketing & Public Relations	658,215	0	958,135	916,200
Neighborhood and Family Services	3,028,732	22,887	2,753,650	3,897,900
Non-Departmental	1,367,280	0	160,000	912,100
Parks & Recreation Dept.	4,407,505	(109,839)	3,825,162	4,373,700
Police	18,762,017	(7,818)	18,539,370	20,742,000
Public Works	22,910	0	22,910	21,400
Economic Opportunities Fund				
Economic Development		0		3,585,000
Total General Fund	\$ 65,994,459	\$ 212,582	\$ 59,965,358	\$ 81,336,400
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund				
Contingency	\$ 250,000	\$	\$ 0	\$ 0
Development & Engineering Services	2,933,960	0	2,742,845	2,262,800
Information Technology	27,900	0	27,900	0
Non-Departmental	195,370	0	5,690	221,300
Public Works	1,898,175	0	1,870,985	1,667,600
Senior Nutrition				
Neighborhood and Family Services	660,530	(21,592)	638,938	211,400
Community Action Program				
Neighborhood and Family Services	133,240	139,184	135,800	198,300
Home Grants				
Neighborhood and Family Services	951,490	(501,920)	210,438	1,092,300
Other Grants				
Finance & Budget	25,000	0		0
City Court		17,421	17,421	0
Fire and Medical	155,690	302,930	48,000	162,900
Neighborhood and Family Services	512,755	256,529	521,497	814,400
Police		118,552	5,300	27,500
Public Works		96,464	96,464	265,000
Non-Departmental	5,000,000	5,367,639		15,000,000
Library Projects				
Neighborhood and Family Services	48,595	(19,330)	20,595	8,800
Cemetery Maintenance Fund				
Non-Departmental	15,740	0	15,740	15,700
Transit Fund				
City Administration	38,000	0		0
Development & Engineering Services	1,475,320	(25,000)	1,401,200	1,374,100
Co. RICO With Mar. Co. Atty				
Police		41,233	41,233	
Court Payments				
City Court	156,930	0	74,930	162,500
Regional Family Advocacy				

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2021**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
Indirect Costs				162,100
Information Technology	15,380	0	15,380	0
Non-Departmental		0		5,400
Police	1,491,360	316,432	1,239,060	1,654,100
0.5% Dedicated Sales Tax				
Non-Departmental	4,000	0	0	0
Donations				
Police		10,000		
Public Safety Dedicated Sales Tax				
City Court	294,380	0	292,780	305,500
Contingency	495,000			495,000
Fire and Medical	1,980,410	0	1,957,710	2,297,500
Information Technology	33,990	0	34,040	0
Non-Departmental	4,000	0		62,600
Police	6,224,530	0	5,776,260	7,365,700
Community Development Block Grant				
Information Technology	1,000	(1,000)		0
Neighborhood and Family Services	1,346,310	106,696	2,126,595	2,955,000
Environmental Programs Fund				
Development & Engineering Services	199,910	0	199,250	205,200
Information Technology	14,000	0		0
Contingency	50,000			50,000
Public Arts Fund				
Contingency				50,000
Marketing & Public Relations	166,530	(20,049)	94,805	117,000
Wildland Fire Deployment Fund				
Fire and Medical	251,760	0	251,760	172,200
Tow Impound Fund				
Police		0		97,000
Tourism Fund				
Economic Development		0		43,000
Total Special Revenue Funds	\$ 27,051,255	\$ 6,184,189	\$ 19,862,616	\$ 39,521,900
DEBT SERVICE FUNDS				
General Obligation				
Non-Departmental	\$ 3,968,985	\$ 0	\$ 3,968,985	\$ 3,867,000
Dysart Road				
Non-Departmental	270,950	0	270,950	211,000
0.5% Dedicated Sales Tax Debt Service				
Non-Departmental	5,232,450	0	5,232,450	4,680,000
PRO Debt Service				
Non-Departmental	765,425	0	765,425	769,000
Total Debt Service Funds	\$ 10,237,810	\$ 0	\$ 10,237,810	\$ 9,527,000
CAPITAL PROJECTS FUNDS				
Streets Construction				
Development & Engineering Services	\$ 14,539,500	\$ (598,200)	\$ 13,841,300	\$ 16,642,000
Non-Departmental		0		0
Parks & Recreation Dept.		0		900,000
Police Construction				
Police	10,416,881	(120,800)	10,296,081	5,061,900
Park Construction				
Parks & Recreation Dept.	23,020,000	(5,688,810)	17,277,490	2,974,000
City Administration	755,000	0	755,000	462,000
Neighborhood and Family Services	75,000	0		0
Fire Construction				

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2021**

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
FUND/DEPARTMENT	2020	2020	2020	2021
Fire and Medical	759,477	(94,300)	655,177	519,000
One-Time Construction				
City Administration		0		507,000
Economic Development		590,000	590,000	
Development & Engineering Services		1,325,438		5,822,000
Information Technology		0		400,000
Neighborhood and Family Services	11,820,707	(253,200)	14,513,007	2,726,000
Non-Departmental	1,150,000	0		0
Transit Capital Fund				
Development & Engineering Services	475,000	25,000	500,000	500,000
Streets Development Impact Fee				
Development & Engineering Services		0		6,010,000
Parks Development Impact Fee				
Parks & Recreation Dept.		0		4,000,000
General Obligation Bond Construction 2020				
Neighborhood and Family Services		0		8,069,000
Police		0		4,677,100
General Obligation Bond Construction 2021				
Development & Engineering Services		0		9,257,000
Non-Departmental				160,000
PRO Bond Construction 2020				
Development & Engineering Services		0		1,475,000
Public Works		0		5,516,000
Vehicle Replacement				
Public Works	2,564,005	0	2,564,005	2,200,000
Equipment Replacement				
Fire and Medical	20,850	0	20,850	716,000
Information Technology	984,000	348,400	984,000	1,380,000
Total Capital Projects Funds	\$ 66,580,420	\$ (4,466,472)	\$ 61,996,910	\$ 79,974,000
TRUST AND AGENCY FUND				
Volunteer Fireman's Pension	\$	\$	\$	\$
Fire and Medical	5,000	0	5,000	5,000
Total Permanent Funds	\$ 5,000	\$ 0	\$ 5,000	\$ 5,000
ENTERPRISE FUNDS				
Water Operations				
Information Technology	\$ 124,182	\$ 0	\$ 120,802	\$ 0
Non-Departmental	27,150	1	420	129,700
Public Works	11,179,254	(78,392)	10,194,071	11,076,600
Indirect Costs		0		1,697,100
Contingency	1,000,000			1,000,000
Sewer Operations				
Information Technology	191,200	0	81,200	0
Non-Departmental	1,130,380	0	1,124,000	1,179,800
Public Works	6,228,161	(23,900)	5,494,031	5,396,200
Indirect Costs		0		1,564,600
Contingency	1,000,000			1,000,000
Sewer Capital				
Development & Engineering Services		0		100,000
Public Works	11,295,983	(172,100)	10,779,883	12,461,000
Water Capital				
Development & Engineering Services	77,453	(77,400)	77,453	0
Public Works	18,943,041	(1,639,209)	16,800,000	18,017,000
Sanitation Operations				
Information Technology	14,000	0	14,000	0
Non-Departmental	220	0		34,000
Public Works	4,910,182	(11,600)	4,788,347	4,304,800
Indirect Costs		0		916,400

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2021**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
Contingency	500,000			500,000
Sanitation Capital				
Public Works	342,000	0	342,000	0
Water Equipment Replacement				
Information Technology	337,200	36,800	337,200	72,000
Public Works	544,900	0	544,900	113,000
Sewer Equipment Replacement				
Information Technology	257,300	23,900	257,300	25,000
Public Works	171,800	0	171,800	0
Sanitation Equipment Replacement				
Information Technology		11,600		9,000
Public Works	1,905,665	0	1,905,000	2,042,000
Water Development Impact Fee				
Public Works				1,000,000
Total Enterprise Funds	\$ 60,180,071	\$ (1,930,300)	\$ 53,032,407	\$ 62,638,200
INTERNAL SERVICE FUNDS				
Risk Management Fund				
Human Resources	1,694,410	0	1,694,410	1,921,800
Information Technology				140,000
Indirect Costs				74,000
Contingency	500,000			500,000
Fleet Services Fund				
Information Technology	7,500	0	7,000	0
Non-Departmental	150	0		15,300
Public Works	2,736,725	0	2,484,525	2,500,900
Indirect Costs		0		287,900
Contingency	50,000			31,800
Workers' Compensation Fund				
Human Resources	1,161,450	0	876,450	1,134,300
Non-Departmental		0		900
Contingency	500,000			500,000
Total Internal Service Funds	\$ 6,650,235	\$ 0	\$ 5,062,385	\$ 7,106,900
TOTAL ALL FUNDS	\$ 236,699,250	\$ (1)	\$ 210,162,486	\$ 280,109,400

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2021**

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2020	2020	2020	2021
City Administration				
General Fund	\$ 3,628,676	\$ 74,100	\$ 3,601,276	\$ 4,189,700
Transit Fund	38,000	0	0	0
Park Construction	755,000	0	755,000	462,000
One Time Construction	0	0	0	507,000
Department Total	\$ 4,421,676	\$ 74,100	\$ 4,356,276	\$ 5,158,700
List Department:				
City Attorney				
General Fund	\$ 1,269,990	\$ 0	\$ 1,162,340	\$ 1,585,600
Department Total	\$ 1,269,990	\$ 0	\$ 1,162,340	\$ 1,585,600
List Department:				
City Clerk				
General Fund	\$ 675,580	\$ 0	\$ 672,355	\$ 983,000
Department Total	\$ 675,580	\$ 0	\$ 672,355	\$ 983,000
List Department:				
City Council				
General Fund	\$ 300,910	\$ (7,475)	\$ 296,660	\$ 328,200
Department Total	\$ 300,910	\$ (7,475)	\$ 296,660	\$ 328,200
List Department:				
City Court				
General Fund	\$ 1,180,150	\$ 0	\$ 1,172,150	\$ 1,221,000
Court Payments	156,930	0	74,930	162,500
Public Safety Dedicated Sales Tax	294,380	0	292,780	305,500
Other Grants	0	17,421	17,421	0
Department Total	\$ 1,631,460	\$ 17,421	\$ 1,557,281	\$ 1,689,000
List Department:				
Development and Engineering				
General Fund	\$ 4,464,645	\$ 0	\$ 4,233,370	\$ 4,670,200
Highway User Revenue Fund	2,933,960	0	2,742,845	2,262,800
Transit Fund	1,475,320	(25,000)	1,401,200	1,374,100
Environmental Programs Fund	199,910	0	199,250	205,200
Streets Construction	14,539,500	(598,200)	13,841,300	16,642,000
One Time Construction	0	1,325,438	0	5,822,000
Streets Development Impact Fee	0	0	0	6,010,000
Transit Capital Fund	475,000	25,000	500,000	500,000
General Obligation Bond Construction 2021	0	0	0	9,257,000
PRO Bond Construction 2020	0	0	0	1,475,000
Water Capital	77,453	(77,400)	77,453	0
Sewer Capital	0	0	0	100,000
Department Total	\$ 24,165,788	\$ 649,838	\$ 22,995,418	\$ 48,318,300
List Department:				
Economic Development				
General Fund	\$ 4,233,404	\$ 2,480,400	\$ 4,247,244	\$ 1,924,100
Economic Opportunities Fund	0	0	0	3,585,000
Tourism Fund	0	0	0	43,000
One Time Construction	0	590,000	590,000	0
Department Total	\$ 4,233,404	\$ 3,070,400	\$ 4,837,244	\$ 5,552,100
List Department:				
Finance & Budget				
General Fund	\$ 2,774,415	\$ (1,100)	\$ 2,600,910	\$ 4,582,600
Other Grants	25,000	0	0	0
Department Total	\$ 2,799,415	\$ (1,100)	\$ 2,600,910	\$ 4,582,600
List Department:				
Fire and Medical				
General Fund	\$ 10,131,005	\$ 49,000	\$ 9,965,905	\$ 10,284,300
Other Grants	155,690	302,930	48,000	162,900
Public Safety Dedicated Sales Tax	1,980,410	0	1,957,710	2,297,500
Wildland Fire Deployment Fund	251,760	0	251,760	172,200

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2021

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2020	2020	2020	2021
Fire Construction	759,477	(94,300)	655,177	519,000
Equipment Replacement	20,850	0	20,850	716,000
Volunteer Fireman's Pension	5,000	0	5,000	5,000
Department Total	\$ 13,304,192	\$ 257,630	\$ 12,904,402	\$ 14,156,900
List Department:				
Human Resources				
General Fund	\$ 891,330	\$ (22,760)	\$ 841,011	\$ 1,469,000
Risk Management Fund	1,694,410	0	1,694,410	1,921,800
Workers' Compensation Fund	1,161,450	0	876,450	1,134,300
Department Total	\$ 3,747,190	\$ (22,760)	\$ 3,411,871	\$ 4,525,100
List Department				
Indirect Costs				
General Fund	0	0	0	(4,702,100)
Regional Family Advocacy	0	0	0	162,100
Water Operations	0	0	0	1,697,100
Sewer Operations	0	0	0	1,564,600
Sanitation Operations	0	0	0	916,400
Risk Management Fund	0	0	0	74,000
Fleet Services Fund	0	0	0	287,900
Department Total	0	0	0	0
List Department:				
Information Technology				
General Fund	\$ 5,197,695	\$ 36,221	\$ 4,912,910	\$ 8,352,500
Highway User Revenue Fund	27,900	0	27,900	0
Regional Family Advocacy	15,380	0	15,380	0
Public Safety Dedicated Sales Tax	33,990	0	34,040	0
Community Development Block Grant	1,000	(1,000)	0	0
Environmental Programs Fund	14,000	0	0	0
One Time Construction	0	0	0	400,000
Equipment Replacement	984,000	348,400	984,000	1,380,000
Water Operations	124,182	0	120,802	0
Sewer Operations	191,200	0	81,200	0
Sanitation Operations	14,000	0	14,000	0
Water Equipment Replacement	337,200	36,800	337,200	72,000
Sewer Equipment Replacement	257,300	23,900	257,300	25,000
Sanitation Equipment Replacement	0	11,600	0	9,000
Fleet Services Fund	7,500	0	7,000	0
Risk Management Fund	0	0	0	140,000
Department Total	\$ 7,205,347	\$ 455,921	\$ 6,791,732	\$ 10,378,500
List Department:				
Marketing & Public Relations				
General Fund	\$ 658,215	\$ 0	\$ 958,135	\$ 916,200
Public Arts Fund	166,530	(20,049)	94,805	117,000
Department Total	\$ 824,745	\$ (20,049)	\$ 1,052,940	\$ 1,033,200
List Department:				
Neighborhood and Family Services				
General Fund	\$ 3,028,732	\$ 22,887	\$ 2,753,650	\$ 3,897,900
Senior Nutrition	660,530	(21,592)	638,938	211,400
Community Action Program	133,240	139,184	135,800	198,300
Home Grants	951,490	(501,920)	210,438	1,092,300
Other Grants	512,755	256,529	521,497	814,400
Library Projects	48,595	(19,330)	20,595	8,800
Community Development Block Grant	1,346,310	106,696	2,126,595	2,955,000
Park Construction	75,000	0	0	0
One-Time Construction	11,820,707	(253,200)	14,513,007	2,726,000
General Obligation Bond Construction 2020	0	0	0	8,069,000
Department Total	\$ 18,577,359	\$ (270,746)	\$ 20,920,520	\$ 19,973,100
List Department:				
Non-Departmental				
General Fund	\$ 1,367,280	\$ 0	\$ 160,000	\$ 912,100

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2021

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2020	2020	2020	2021
Highway User Revenue Fund	195,370	0	5,690	221,300
Cemetery Maintenance Fund	15,740	0	15,740	15,700
0.5% Dedicated Sales Tax	4,000	0	0	0
Regional Family Advocacy	0	0	0	5,400
Public Safety Dedicated Sales Tax	4,000	0	0	62,600
General Obligation	3,968,985	0	3,968,985	3,867,000
General Obligation Bond Construction 2021	0	0	0	160,000
Dysart Road	270,950	0	270,950	211,000
0.5% Dedicated Sales Tax Debt Service	5,232,450	0	5,232,450	4,680,000
PRO Debt Service	765,425	0	765,425	769,000
Streets Construction	0	0	0	0
One-Time Construction	1,150,000	0	0	0
Water Operations	27,150	1	420	129,700
Sewer Operations	1,130,380	0	1,124,000	1,179,800
Sanitation Operations	220	0	0	34,000
Fleet Services Fund	150	0	0	15,300
Workers' Compensation Fund	0	0	0	900
Department Total	\$ 14,132,100	\$ 1	\$ 11,543,660	\$ 12,263,800

List Department:

Parks & Recreation

General Fund	\$ 4,407,505	\$ (109,839)	\$ 3,825,162	\$ 4,373,700
Park Construction	23,020,000	(5,688,810)	17,277,490	2,974,000
Streets Construction	0	0	0	900,000
Parks Development Impact Fee	0	0	0	4,000,000
Department Total	\$ 27,427,505	\$ (5,798,649)	\$ 21,102,652	\$ 12,247,700

List Department:

Police

General Fund	\$ 18,762,017	\$ (7,818)	\$ 18,539,370	\$ 20,742,000
Regional Family Advocacy	1,491,360	316,432	1,239,060	1,654,100
Public Safety Dedicated Sales Tax	6,224,530	0	5,776,260	7,365,700
Police Construction	10,416,881	(120,800)	10,296,081	5,061,900
Other Grants	0	118,552	5,300	27,500
Tow Impound Fund	0	0	0	97,000
General Obligation Bond Construction 2020	0	0	0	4,677,100
Donations	0	10,000	0	0
Co. RICO With Mar. Co. Atty	0	41,233	41,233	0
Department Total	\$ 36,894,788	\$ 357,599	\$ 35,897,304	\$ 39,625,300

List Department:

Public Works

General Fund	\$ 22,910	\$ 0	\$ 22,910	\$ 21,400
Highway User Revenue Fund	1,898,175	0	1,870,985	1,667,600
Other Grants	0	96,464	96,464	265,000
PRO Bond Construction 2020	0	0	0	5,516,000
Vehicle Replacement	2,564,005	0	2,564,005	2,200,000
Water Operations	11,179,254	(78,392)	10,194,071	11,076,600
Sewer Operations	6,228,161	(23,900)	5,494,031	5,396,200
Sewer Capital	11,295,983	(172,100)	10,779,883	12,461,000
Water Capital	18,943,041	(1,639,209)	16,800,000	18,017,000
Sanitation Operations	4,910,182	(11,600)	4,788,347	4,304,800
Sanitation Capital	342,000	0	342,000	0
Water Equipment Replacement	544,900	0	544,900	113,000
Sewer Equipment Replacement	171,800	0	171,800	0
Water Development Impact Fee	0	0	0	1,000,000
Sanitation Equipment Replacement	1,905,665	0	1,905,000	2,042,000
Fleet Services Fund	2,736,725	0	2,484,525	2,500,900
Department Total	\$ 62,742,801	\$ (1,828,737)	\$ 58,058,921	\$ 66,581,500

List Department:

Contingency

General Fund	\$ 3,000,000	\$ (2,301,034)	\$ 0	\$ 12,000,000
Highway User Revenue Fund	250,000	0	0	0
Other Grants	5,000,000	5,367,639	0	15,000,000

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2021

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2020	2020	2020	2021
Public Safety Dedicated Sales Tax	495,000	0	0	495,000
Environmental Programs Fund	50,000	0	0	50,000
Public Arts Fund	0	0	0	50,000
Water Operations	1,000,000	0	0	1,000,000
Sewer Operations	1,000,000	0	0	1,000,000
Sanitation Operations	500,000	0	0	500,000
Risk Management Fund	500,000	0	0	500,000
Fleet Services Fund	50,000	0	0	31,800
Workers' Compensation Fund	500,000	0	0	500,000
Department Total	\$ 12,345,000	\$ 3,066,605	\$ 0	\$ 31,126,800
TOTAL ALL DEPARTMENTS	\$ 236,699,250	\$ 0	\$ 210,162,486	\$ 280,109,400

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Avondale
Full-Time Employees and Personnel Compensation
Fiscal Year 2021

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
FUND	2021	2021	2021	2021	2021	2021
GENERAL FUND	425.45	\$ 35,234,400	\$ 6,744,300	\$ 4,099,400	\$ 2,826,300	\$ 48,904,400
SPECIAL REVENUE FUNDS						
Highway User Revenue Fund	20.80	\$ 1,496,900	\$ 175,100	\$ 174,500	\$ 139,800	\$ 1,986,300
Senior Nutrition	8.50	360,400	33,400	30,000	35,500	459,300
Community Action Program	2.00	94,800	11,600	22,200	7,300	135,900
Other Grants	5.00	312,500	37,000	36,300	25,200	411,000
Court Payments	0.80	43,500	5,300	11,100	4,100	64,000
Regional Family Advocacy	7.00	802,600	66,800	46,700	46,000	962,100
Public Safety Dedicated Sales Tax	62.00	5,137,900	1,375,700	573,900	382,500	7,470,000
Community Development Block Grant	2.00	172,000	18,400	21,900	14,000	226,300
Environmental Programs Fund	1.00	103,500	12,600	11,200	8,000	135,300
Wildland Fire Deployment	0.00	128,000	0	0	0	128,000
Tow Impound Fund	1.00	67,800	8,400	5,800	7,500	89,500
Total Special Revenue Funds	110.10	\$ 8,719,900	\$ 1,744,300	\$ 933,600	\$ 669,900	\$ 12,067,700
ENTERPRISE FUNDS						
Water Operations	35.30	\$ 2,569,100	\$ 300,300	\$ 281,300	\$ 251,900	\$ 3,402,600
Sewer Operations	22.30	1,581,200	192,100	205,400	154,900	2,133,600
Sanitation	22.00	1,391,200	164,700	184,800	140,200	1,880,900
Total Enterprise Funds	79.60	\$ 5,541,500	\$ 657,100	\$ 671,500	\$ 547,000	\$ 7,417,100
TRUST & AGENCY FUND						
Volunteer Fireman's Pension	0.00	\$ 0	\$ 5,000	\$ 0	\$ 0	\$ 5,000
	0.00	\$ 0	\$ 5,000	\$ 0	\$ 0	\$ 5,000
INTERNAL SERVICE FUND						
Fleet Services Fund	8.60	\$ 593,600	\$ 66,800	\$ 78,800	\$ 57,300	\$ 796,500
Worker's Compensation Fund	1.20	108,800	13,500	9,800	10,100	142,200
Risk Management Fund	0.80	80,400	10,000	8,900	7,200	106,500
Total Internal Service Fund	10.60	\$ 782,800	\$ 90,300	\$ 97,500	\$ 74,600	\$ 1,045,200
TOTAL ALL FUNDS	625.75	\$ 50,278,600	\$ 9,241,000	\$ 5,802,000	\$ 4,117,800	\$ 69,439,400