City of Avondale

City Council Meeting

Monday, June 15, 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

Tracy Stevens, Deputy City Manager

Nicholle Harris, Acting City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323

City Council Meeting
Notice & Agenda
Monday, June 15, 2020

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

WORK SESSION
Convene immediately following the 5:45 P.M. CFD Board Meeting

CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **PAVEMENT MANAGEMENT PROGRAM UPDATE**
   Staff will update the Mayor and City Council on the City's Pavement Management Program and provide information about the overall condition of City streets.

3. **INTRODUCTION OF K9 AEIK AND K9 HANDLER OFFICER BEAU WAGNER**
   Staff will introduce K9 Aeik and K9 Handler Officer Beau Wagner to City Council.

4. **ADJOURNMENT**

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1. **ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

2. **UNSCHEDULED PUBLIC APPEARANCES** (Limit three minutes per person. Please state your name.)

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

   a. **MINUTES**
   City Council will consider a request to approve the May 4, 2020 City Council Meeting Minutes. The Council will take the appropriate action.

   b. **COUNCIL MEETING SCHEDULE FOR 2021**
   City Council will consider a request to approve the 2020 City Council Meeting Schedule and authorize the City Clerk to add, move, or cancel meetings as-needed at the direction of the City Manager. The Council will take the appropriate action.

   c. **SERIES 12 LIQUOR LICENSE (RESTAURANT) - ZETA'S GRILL (CHANGE OF OWNERSHIP)**
   City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amin Mohamed Sadek for the sale of alcoholic beverages at Zeta's Grill located at 2935 North Dysart Road, Suite 105, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

   d. **CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2020-2021 FUNDING RECOMMENDATIONS**
   City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $110,000 Contributions Assistance Program fund. The Council will take appropriate action.

   e. **RESOLUTION 1045-0620 - DESIGNATION OF CHIEF FINANCIAL OFFICER FOR THE ANNUAL EXPENDITURE LIMITATION REPORTING SYSTEM (AELR)**
   City Council will consider a request to adopt Resolution 1045-0620 designating the Finance and Budget Director as the Chief Financial Officer for the submittal of the annual expenditure limitation report. The Council will take appropriate action.

f. RESOLUTION 1039-0620 - FIRST AMENDMENT TO FUNDING AGREEMENT FOR THE MILITARY AND VETERANS SUCCESS CENTER - WEST VALLEY

City Council will consider a request to adopt Resolution 1039-0620 approving the First Amendment to the funding agreement with the Maricopa County Community Colleges District Foundation for the Veterans Success Project. The Council will take appropriate action.

g. RESOLUTION 1040-0620 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

City Council will consider a request to adopt Resolution 1040-0620 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for FY 2020 relating to public transportation services, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. City Council will take the appropriate action.

h. RESOLUTION 1041-0620 - SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR LANDFILL SERVICES

City Council will consider a request to adopt Resolution 1041-0620 approving the second amendment to the Intergovernmental Agreement with the City of Glendale relating to landfill disposal services and authorize the Mayor, or City Manager and the City Clerk to execute the necessary documents. The City Council will take appropriate action.

i. RESOLUTION 1042-0620 - THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1042-0620 authorizing the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

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

City Council will consider a request to approve the Judicial Advisory Board's recommendation of reappointment of Craig L. Jennings as the Presiding Judge and approve a Professional Services and Employment Agreement for an additional two-year appointment and authorize the Mayor and the City Clerk to execute the agreement. The Council will take appropriate action.

k. WATER STORAGE AGREEMENT - CENTRAL ARIZONA WATER CONSERVATION DISTRICT - TONOPAH DESERT RECHARGE PROJECT

City Council will consider a request to approve an Agreement for Storage of Water at the Tonopah Desert 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.

l. FIFTH AMENDMENT TO THE OFFICE LEASE WITH THE UNIVERSITY OF MEDICAL SCIENCES ARIZONA

City Council will consider a request to approve the Fifth Amendment to the Office Lease with the University of Medical Sciences Arizona to remain in the space on a month to month lease until December 31, 2020 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH CROWN CASTLE FIBER LLC

City Council will consider a request to approve a new Wired Telecommunications License and Right of Way Use Agreement with Crown Castle Fiber LLC to allow the placement of fiber telecommunication infrastructure in the City right of way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

n. RE-PLAT OF BIOLIFE AVONDALE LOTS 1B AND 1C - APPLICATION PL-20-0057

City Council will consider a request by Mr. Joe Cirone, JMC Engineering, for approval of a Re-Plat of BioLife Avondale Lots 1B and 1C, approximately 2.46 net acres of property located at the northeast corner of McDowell Road and 107th Avenue. The proposed Re-Plat combines two existing lots, 1.93-acre Lot 1B and 0.53-acre Lot 1C, into a single 2.46-acre parcel to accommodate future commercial development in accordance with the property's Planned Area Development (PAD) zoning. The Council will take appropriate action.

o. AUTHORIZATION TO PROCEED WITH ANNEXATION - ENTRADA – APPLICATION PL-19-0227

City Council will consider a request by Ms. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of property owner Avondale Entrada, L.L.C., to begin the annexation process of approximately 203.86 acres generally located at the northwest corner of 107th Avenue and Broadway Road. The properties within the proposed annexation boundary are inclusive of some, but not all, unincorporated land located north of Broadway Road, west of 107th Avenue, south of Miami Avenue, and east of Avondale Boulevard. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING - FISCAL YEAR 2020-2021 FINAL BUDGET

City Council will hold a public hearing to receive comment on the final budget for fiscal year 2020-2021 (FY2021) in the amount of $280,109,400. No Council action is required.

b. PUBLIC HEARING - TRUTH IN TAXATION HEARING AND RESOLUTION 1044-0620 SETTING FORTH THE INTENT TO RAISE THE THE PROPERTY TAX LEVY

City Council will hold a public hearing and consider a request to adopt Resolution 1044-0620 setting forth the City's intent to levy primary property taxes in the amount of $0.6808 per hundred dollars ($100) of assessed valuation and secondary property taxes in the amount of $0.7434 per one hundred dollars ($100) of assessed valuation and set the property tax adoption for July 27, 2020. The Council will take appropriate action.

c. RESOLUTION 1043-0620 - COMPREHENSIVE FINANCIAL POLICIES

City Council will consider a request to adopt Resolution 1043-0620, adopting Comprehensive Financial Policies, replacing a previous Fund Balance Policy therein, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. ADJOURNMENT

SPECIAL MEETING
Convene immediately following the 7:00 P.M. Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. RESOLUTION 1038-0620 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2020-2021

City Council will consider a request to adopt Resolution 1038-0620 approving the final budget for fiscal year 2020-2021 (FY2021) in the amount of $280,109,400. The Council will take appropriate action.

3. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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.

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.

Item Number: 2.

CITY COUNCIL REPORT

SUBJECT: Pavement Management Program Update

MEETING DATE: 6/15/2020

TO: Mayor and Council

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

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

PURPOSE:
Staff will update the Mayor and City Council on the City's Pavement Management Program and provide information about the overall condition of City streets.

BACKGROUND:
In 2007, the City hired a Pavement Management Technician to administer our Pavement Preservation Program. In 2009, the City entered into an agreement with iWorQ Systems based in Logan, UT, to provide the city's internet-based Pavement Management Software Program. Data is continuously updated for each of 3044 city road segments and includes pavement condition, current performance, past treatments, and recommendations for short- and long-term maintenance and rehabilitation. This information is also used to determine funding requirements and help city staff prioritize annual contractor work programs.

DISCUSSION:
Staff will present an overview of the city's Pavement Management Program. Information on the current condition of city streets will be provided and staff will make available specifics about the planned work programs for the next three fiscal years.

STRATEGIC PLAN ALIGNMENT

- **Initiative:** Foster Sustainable Community Development
- **Goal:** Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities
- **Objective:** To maintain the City's roadway infrastructure with a program that utilizes best management practices while efficiently using capital funding

BUDGET IMPACT:
Pavement Management of City streets is part of the City's Capital Improvement Program, and there are no additional budget changes proposed.

RECOMMENDATION:
No action is required. This item is presented for information and discussion.

Item Number: 3.

CITY COUNCIL REPORT

SUBJECT: Introduction of K9 Aeik and K9 Handler Officer Beau Wagner

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Dale Nannenga, Police Chief, (623) 333-7207

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

PURPOSE:
Staff will introduce K9 Aeik and K9 Handler Officer Beau Wagner to City Council.

BACKGROUND:
K9 Aeik is a Dutch Shepard, born in the Netherlands in October of 2017. Aeik was selected from hundreds of other K9s at the Vohne Liche Kennels located in Denver Indiana to serve as Avondale Police Department's first explosives detection K9. Just as Aeik, his K9 Handler, Officer Beau Wagner was selected for this assignment through a competitive process. Officer Wagner has been with the Avondale Police Department for 7.5 years.

After being selected for the assignment, K9 Handler Officer Wagner and K9 Aeik began an 11-week training academy. Three of those weeks were spent mastering the ability to detect explosives in Banning California. The rest of the 11-week academy training were spent at the Maricopa County Sheriff's Office K9 Academy in the City of Phoenix.

On April 26th K9 Aeik earned his dual purpose certification from the National Police Canine Association. On May 22nd, K9 Handler Officer Wagner and K9 Aeik completed their training academy and are now proudly serving the citizens of Avondale.

DISCUSSION:
K9 Aeik and K9 Handler Officer Beau Wagner will be introduced to City Council.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

- Officer Beau Wagner & Aeik

Item Number: 3.a.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 6/15/2020

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 May 4, 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 May 4, 2020 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
May 4, 2020

The May 4, 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 using the Zoom Cloud Meeting platform in open and public session at 6:02 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 who appeared in-person at City Hall 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; Kevin Murphy, Development and Engineering 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: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION AND DISCUSSION OF DEPARTMENT FY2021 BUDGET SUPPLEMENTAL REQUESTS AND CAPITAL IMPROVEMENT PLAN PROJECTS

City Council received an overview of department budget supplemental requests and Capital Improvement Projects for the fiscal year (FY) 2021 budget.

Police Department

Lindsey Duncan, Director of Finance and Budget Services, stated that the Police Department funding is split between the General Fund and the Public Safety dedicated tax fund. The following items are recommended for the funded category for the General Fund: five Patrol Squad positions, one Police Sergeant position for the school resource officers, and two Municipal Security Officer positions. The Records and Vehicle Impound Supervisor position is being moved from the Vehicle Impound Fund to the General Fund. This move in position does not represent the addition of a new position. Cell phone

stipends are recommended for all patrol officers and staff will be assessing the use of stipends compared to city-issued cell phones. One Court Security Officer position is recommended for additional security at the Court building.

The following items are recommended for the contingent on funding category for the General Fund: four Community Action Team Squad positions and one Neighborhood Resource Officer position.

The following items are recommended for funding category for the Public Safety Dedicated Sales Tax Fund: patrol squad, radio licenses for an additional console within the police dispatch center, vehicle/equipment for the School Resource Police Sergeant, equipment for the Municipal Security Officers, cell phone stipend for all of patrol, equipment for the Court Security Officer, equipment for identification areas, and the analytics data program software.

The following items are recommended for the contingent on funding category for the Public Safety Dedicated Sales Tax Fund: four Community Action Team Squad positions and one Neighborhood Resource Officer position.

In response to a question from Council Member Malone regarding the amount of security officers, Ms. Duncan stated that there are two Municipal Security Officers and one Court Security Officer, for a total of three. Mr. Montoya clarified that one of the officers will be shared between the Court and the Police Department.

Council Member Kilgore asked how many people the Records and Vehicles Impound Supervisor position will be supervising. Dale Nannenga, Police Chief, stated that there are six people in the section and there is currently a records supervisor in the position. However, in January of 2019, the vehicle impound process was changed by statute and the number of cars being towed and funded was decreased by approximately 60 percent. The position is already being used, but the request is changing how it is funded.

Vice Mayor Dennis asked for clarification on the number of Court Security Officers. Mr. Montoya stated that after having further discussions with staff, all three positions will reside within the Police Department, with a shared physical presence in the Court. The position currently in the Court's budget is the reclassification of the Court Security Officer to be at a higher rate of pay. The additional three Municipal Security Officer positions will have one-half of the position assigned to the Court. When it becomes a full-time position, it will be assigned solely to the Court.

Vice Mayor Dennis noted that the City of Litchfield Park will be using the Avondale Court facility and asked whether the City of Litchfield Park would be bringing its own security. Mr. Montoya stated that existing security staff, including this half-time position, should be sufficient as they only utilize the facility one-day per week or every other week.

Public Works

Ms. Duncan addressed Public Works, noting that a number of supplemental items are funded through multiple sources. In the General Fund, software-related equipment is included for the mechanic to serve the fleet as the City grows. Also recommended is a Water Production and Treatment Operator position, an Environmental Technician, and necessary equipment and software. The Field Superintendent position is contingent on funding. The Fleet Services Fund includes a one-time contingent cost for fuel island canopy replacement.

The Water Operations Fund includes the following: increases for laboratory fees, SCADA system upgrade, well and booster station rehabilitation, a Water Production and Treatment Operator position, increases in Salt River Project fees, increases in Phoenix water treatment delivery fees, and an Environmental Technician position. The meter purchases for new customers is contingent upon growth.

The Sewer Operations Fund includes programmable logic controllers upgrade. The Sanitation Fund includes an increase in tipping fees associated with disposal of waste at the landfill and an increase in recycling fees. The Sanitation Fund includes container purchases for new customers and a Field Superintendent Position that are recommended as contingent upon growth. The Field Superintendent Position is largely funded by the Highway User Revenue Fund and the slowing economy will likely result in a decrease in the Highway User Revenue Fund. The item will remain in contingency until funding is confirmed.

Capital Improvement Plan Projects

Ms. Duncan noted that carryforwards have been added to the Capital Improvement Plan (CIP) Fiscal Year 2021 projects. All remaining funding allocated to a project this fiscal year will be carried forward to next fiscal year which provides authority to program the budget authority, should it be needed. The Capital Improvement Plan projects fall into the following categories: funded, contingent and unfunded. Staff has largely recommended continuing funding for projects currently under way or contractually obligated. The rest are recommended to be held for contingent, until funding can be identified. The Enterprise Asset Management Software System will provide management of City assets at a cost of $170,000.

Ms. Duncan reviewed recommended funding items for Police construction, including a secured parking facility at $430,000, property room and Police Department expansion and remodel, command vehicle, and the detention center and Police substation study. Included in the contingent category is the Alamar Public Safety Substation and the Regional Wireless Cooperative (RWC) Police radio upgrade.

Vice Mayor Dennis referenced the Alamar Public Safety Substation and asked staff to keep a list of these large ticket items in terms of potentially forming a bond committee in the near future to address public safety issues.

Ms. Duncan reviewed recommended funding items for Fire construction, including the Regional Wireless Cooperative (RWC) System funded at $475,000 in 2022 to replace radios which will then have reached their end of life. The command vehicle will be carried forward in the amount of $200,000. The department is also currently working on a project to replace the training facility support building. If it is not completed by the end of the fiscal year, funds will be carried forward into the next fiscal year. Similar to the Police budget, staff recommends that the Alamar Public Safety Substation be contingent upon funding, largely relying upon development impact fees for construction, to be included in the 2023 and 2024 budgets.

Council Member Nielson referred to the Regional Wireless Cooperative System and asked why the Fire budget is for 2022, while Police is for 2023 and 2024. Police Chief Nannenga stated that this refers to two separate projects. The Police side endeavors to prepare for the future when new radios may need to be purchased again.

Vice Mayor Dennis suggested that the training support building and substation should be referred to a bond subcommittee for consideration.

Ms. Duncan stated the park construction projects largely represent carryforwards of funding for projects that are underway this fiscal year as well as contractual obligations associated with the future community park for the Alamar Development. It is anticipated that the community park at Alamar will be partially funded with development impact fees. The City has obligations through its contractual agreement for $4 million in Fiscal Year 2021 and $4 million in Fiscal Year 2022.

Ms. Duncan reviewed contingent funding items for Park construction, including neighborhood park enhancements, Festival Fields restroom and fence renovations, Crystal Gardens trail improvements and multi-modal trail system.

Mayor Weise noted that Bryan Hughes is the new Parks and Recreation Director. Council Members Kilgore and Conde welcomed Mr. Hughes to the City of Avondale.

Council Member Nielson asked whether the Agua Fria Trail is a bike trail and how it interfaces with the one to be built on Van Buren. Mr. Hughes stated that the Agua Fria trail is multimodal with a ten-foot sidewalk, which will connect with the Van Buren multi-use path that is currently under construction. Mr. Murphy provided additional detail on the plans for connecting the trails. Mr. Montoya explained staff will be presenting a trail update in the next few weeks.

Council Members Pineda and Dennis also welcomed Mr. Hughes to the City of Avondale.

Vice Mayor Dennis inquired about the status of the irrigation system at Goodyear Farms Cemetery. Mr. Hughes confirmed that the irrigation system is in and the City has entered into an agreement with the contractor to start the next phase of improvements within the next week or two. The improvements will include paved parking, security lighting and cameras to be encompassed in the $700,000 budget.

Ms. Duncan reviewed the funded One-Time Capital Fund items to include an item for sustain existing building infrastructure for facility-related asset improvements. It also includes the Civic Center Annex building, tenant improvements to the Phoenix Raceway building (spread over two fiscal years), the City Hall building renovations, the Civic Center Library, and the Resource Center.

Council Member Malone asked whether the Civic Center Annex Building is the new building across the street. Mr. Montoya confirmed this understanding.

Council Member Kilgore commented that he was glad to see funding for the Resource Center.

Ms. Duncan addressed the contingent One-Time Capital Fund items to include the City fiber infrastructure project, additional security cameras and equipment, a proof of concept for public Wi-Fi at public locations, and Community Center repurposing. The funded Library Construction Fund includes $208,000 for debt service for the library.

Ms. Duncan reviewed the funded Street Construction Fund items, noting a number are currently underway, including Fairway Drive improvements, 107th Avenue and McDowell widening, McDowell Road & 107th Avenue dual left-turn lane, Agua Fria Trail Phase I, Palm Lane Road extension, 9th Street Roadway improvements and Avondale Boulevard - McDowell to Encanto. There is continuing funding for the Historic Avondale, Cashion and Las Ligas improvements. Commitments are also made to the preventative street maintenance program. There is new funding for 107th Avenue improvements from Broadway Road to Roeser at $4.1 million. The remaining projects represent carry-forward funding for Dysart/Rancho Santa Fe intersection improvements, Bike Retrofit Program, Gateway Program, traffic signal at Maricopa Street and Avondale Boulevard, and the Dysart Road Median improvements from I-10 to Indian School.

A number of projects have been identified as contingent based on funding, including Dysart Road Traffic Flow Improvement Project at $500,000, traffic signal at 119th Avenue and McDowell at $675,000. There are additional traffic signal and intersection improvements at Avondale & Lower Buckeye with new funding in 2021 and 2023. Also included are Western Avenue improvements from Central to 4th Avenue with funding in 2021 and 2022. A number of projects represent investments in the street system, including streetlight replacement program, transportation safety enhancements, pedestrian ramp/sidewalk program, streetlight infill program, communication conduit and fiber backbone program. Also contingent on funding are street drainage issues, wayfinding signage and traffic signal replacements. There are a number of specific projects, including 119th Avenue road connection, intersection improvements from Roosevelt Street to 99th Avenue, Agua Fria Trail Phase II for the pedestrian bridge, which includes grant funding, Glen Arm Farms geotechnical analysis and pavement design, Avondale Boulevard landscape and median improvements as well as funding for bridge repairs. Other contingent items include right turn lane at 107th Avenue, Dysart Road median offsets, Garden Lakes Parkway Improvements Phase I, Dysart Road right-of-way improvements, Dysart Road median improvements from I-10 to Van Buren and Thomas Road Bridge.

Council Member Malone inquired on the source of funding for an updated crosswalk on Avondale Boulevard south of Buckeye Road. Mr. Montoya stated that it would come from contingent funding. They would have to consult with Mr. Murphy to ensure the City is in full control of the area. Council Member Malone clarified that she is referencing the crosswalk located near Littleton School. Mr. Montoya stated that this was discussed with Planning and they are waiting on the 119th Avenue and McDowell signal. Once that project is completed, they will move on to the next location. Council Member Malone recalled additional discussions on an asphalt walkway on El Mirage from La Hermosa to Lower Buckeye and from Lower Buckeye to Illini and inquired on how to ensure this project is within the budget. Mr. Montoya stated that in working with staff, it has been included in the funding for next year as it will cost around $50-75 thousand. Council Member Malone inquired as to the time frame for installation of the sidewalk. Mr. Montoya stated that he will work with Planning to identify the year of funding.

Council Member Kilgore asked if the Bike Retrofit Program includes the ride share program. Mr. Murphy stated that this budget item involves the green paint striping. Council Member Kilgore inquired as to whether Avondale is considering a bike share program. Mr. Montoya said this has not been taken up at this time.

Council Member Nielson expressed appreciation for the green striping, which allows visibility for cyclists. He inquired on the $269,000 for the Traffic Signal at Maricopa St. and Avondale Blvd item since the project is completed. Ms. Duncan said the amounts represent all funding budgeted for this fiscal year for these projects. If it is completed and spent this fiscal year, it will not be rolled forward to next fiscal year.

Council Member Pineda asked whether the Central to 4th Avenue street improvements includes the intersection of Western and Central, specifically as to the broken bricks. Mr. Murphy confirmed that it is a complete replacement with new pavement. Council Member Pineda expressed a desire for this project to be completed as soon as possible.

Council Member Malone recommended preservation of the look in the area, including the bricks. Mr. Montoya noted that it is more expensive to install and maintain once the road is complete, which means that Council may eventually be asked for additional funding. Council Member Malone asked for a project timeline. Mr. Montoya explained the item is listed within the 2021/2022 budget. Development and Engineering Services will start with their request for proposals and specifications will be prepared in addition to a breakout of costs. Council Member Malone asked about the potential to make some repairs in the meantime that will prevent damage to tires. Mr. Montoya confirmed that this can be addressed, with remediation performed prior to the full overhaul. Vice Mayor Dennis agreed with comments related to maintaining the aesthetics of the road.

Vice Mayor Dennis referenced preventative street maintenance and noted that an overlay was recently performed in her community, with only five or six streets being completed. The remaining neighborhood streets were not addressed, leaving the development to appear unfinished. She encouraged continuity for overlay projects to be completed in full in each neighborhood.

Vice Mayor Dennis cited the total budget of $688,000 for streetlight replacement and $330,000 carryover with $530,000 for 2021. She asked why the carryover amount could not be used to continue the replacement program. Mr. Montoya stated that change orders are still in-process and some costs are still outstanding.

Vice Mayor Dennis discussed the Thomas Road Bridge, noting that money was left over from the initial planning. The concern is that without a complete document, the project may not be shovel-ready for potential funding from the federal government. She asked whether the $1 million funding in the 2025 budget applies to this project. Mr. Montoya stated that he would have Mr. Murphy look at this to determine what percentage must be completed in order to be considered shovel ready. Vice Mayor Dennis said that she would like to see this happen, in order to take advantage of any funding available from the federal government before 2025 and before the half-cent sales tax election takes place. Mr. Montoya stated that the information would be researched and brought to Council for review.

Ms. Duncan stated that there are a number of projects under the Sewer Construction Fund, including water reclamation facility grit system, lift station rehabilitation program, sewer portions of Historic Avondale, Cashion and Las Ligas, lift station security upgrades, large diameter sewer repair, Citywide sewer improvements, water reclamation facility odor control system improvements, Garden Lakes sewer improvement project, and the Dysart Road sewer replacement Corral Street to Lower Buckeye Road. Carryover items include: 10th Street lift station force main improvements, McDowell Road sewer line replacement (119th Avenue to Avondale Boulevard), water reclamation facility upgrades, secondary clarifier at water reclamation facility, Dysart Road sewer replacement (Riley to Corral), relocation of the Riley lift station, and water reclamation facility operation building improvements.

Council Member Kilgore asked why the McDowell Road sewer line replacement is pushed out to 2025. Cindy Blackmore, Public Works Director, stated that item would depend on when the development occurs along the corridor. She noted the timing of this item may change over the years.

Council Member Nielson noted that many of the projects are the same amount in carryover from 2020 to 2021, questioning whether construction crews and resources will be available to complete them. He suggested the possibility of prioritizing them according to importance. Mr. Montoya stated that normally such projects are carried over, as they are two to three-year projects at minimum. Design typically takes one year with construction in years two and three. The final amount must be carried over as Council cannot approve items without having full funding available.

Ms. Duncan reviewed Water Construction Fund projects, including North Avondale water supply project continuation and carryover, The BLVD Well (#33) and transmission line, water contributions for Historic Avondale, Cashion and Las Ligas improvements, and the continuation of Gateway nitrate and treatment equipment replacement. There are new projects for distribution pressure improvements, Garden Lakes nitrate equipment replacement, Northside arsenic treatment system rehabilitation and Rancho Santa Fe

Reservoir coating, repairs and rehabilitation. Additional funded projects include the White Mountain Apache Tribe Water Settlement, Well #7 site development, water system line replacements and expansions, well and booster station metering upgrades, McDowell Road waterline from 117th to Avondale, Rio Vista waterline replacement, McDowell Recharge Basin improvements and the 99th Avenue waterline (Thomas to Encanto). Projects in the out years include McDowell Road 16-inch waterline, Avondale to 99th in 2021, the Well 22 and transmission line also in 2021, and several others listed.

Carryforward items include Well #26, South of I-10 and East of Agua Fria, shared well at 107th Avenue and Encanto Boulevard, reservoir coating repairs and rehabilitation, Northside booster well site land purchase and design concept review, Crystal Gardens treatment cells assessment and 16-inch waterline El Mirage (Elwood to Illini).

Council Member Malone asked about adding new lighting in conjunction with the Historic Avondale, Cashion, Rio Vista and Las Ligas water improvement projects. Mr. Montoya stated that lighting is not included in these water rehab projects; however, staff will look at adding lighting in the CIP.

Mayor Weise agreed that there is a sense of urgency in some of these areas in terms of upgraded lighting.

Vice Mayor Dennis said Council addressed this during discussions regarding the three renovations for neighborhood streets, water and sewer. It is her recollection that lighting was to be included. Mr. Montoya acknowledged that he does not recall this but does recall the need to revise the funding and agreed that lighting should be factored in. Lighting improvements should be included going forward for such projects.

Mayor Weise recalled a conversation on the lack of lighting in some areas during discussions on LED lighting; however, he does not recall that conversation being part of the Cashion infrastructure. He also agreed that it should be a factor moving forward.

Council Member Kilgore concurred with the other Council Members, noting he remembers the issue being brought up when Council Member Sierra was on the City Council. He referenced the gateway nitrate treatment equipment replacement and inquired if the timeframe for such improvements was about ten years. Ms. Blackmore confirmed that the life cycle is approximately ten years. Council Member Kilgore inquired if this item addresses brine in addition to nitrate. Ms. Blackmore explained that the brine is generated from the nitrate treatment; therefore, is included in the mentioned item.

Council Member Nielson asked if the distribution pressure improvements are intended to mitigate low pressure in the northwest corner of the City. Mr. Montoya acknowledged that there is an issue in the north side of town; however, this item is to address the issue in other parts of the City.

Council Member Conde voiced concurrence with the other Council Member comments on lighting. During the last community meeting at the library, this is one of the concerns raised by residents.

Council Member Pineda also concurred with the other Council Members with respect to the lighting concerns.

In response to a question from Vice Mayor Dennis, Mr. Montoya confirmed that the carryover amount for the White Mountain Apache Tribe Water Settlement is the same amount year to year. Since this item is a liability, the City must continue to budget for it. There is no set time frame for resolution.

Vice Mayor Dennis asked if there is a project on the list that will address water pressure issues in the north part of the City. Mr. Montoya reiterated that the distribution pressure improvements will increase pressure for sites throughout the City. Completing the loop will cause more pressure to the system overall. Any developments coming to the northwest corner will be required to install wells or other facilities necessary to address water pressure in that location.

Ms. Duncan noted that there is one equipment purchase for sanitation development in 2025. She reviewed vehicle replacement items, which are contingent upon available funding. Mr. Montoya is monitoring the items to review and approve replacements before they occur. He also requested a hold on replacements until January 2021.

Ms. Duncan addressed equipment replacement, noting there are two items for replacement for fire equipment to include thermal imaging cameras, cardiac monitors and protective equipment ($220,000) as well as self-contained breathing apparatus equipment. There is contingent funding for the remainder of equipment replacement. This includes technology, service and storage, wireless access points and additional equipment for water, sewer and sanitation funds.

Vice Mayor Dennis surmised that the fire equipment replacement budget may not be sufficient to cover the total costs of thermal imaging and cardiac monitors. Ms. Duncan clarified that the funding is not intended to replace the entirety of their equipment this fiscal year as it is a one-time infusion to be reevaluated each fiscal year as part of the budget process. In agreement, Mr. Montoya stated that this budget will allow the Chief to move forward in assessing how to use the funding, identifying priorities and additional needs. Vice Mayor Dennis noted concern with the budget not fully covering replacement of all needed items.

3. SALES TAX INITIATIVE - ENHANCED PARKS AND RECREATIONAL AMENITIES

City Council feedback and direction was requested regarding the possibility of referring a ballot question to Avondale Voters in November 2020 for a dedicated city sales tax for enhanced parks and recreational amenities and operations.

Lindsey Duncan, Director of Finance and Budget Services, discussed the current transaction privilege tax (sales tax). The proposed option is a 0.2 percent rate increase, which would apply to current categories that are at 2.5 percent for the City. This excludes single purchases greater than $5,000 and is consistent with the other dedicated sales taxes current in place. Council and staff have discussed the option of sunsetting this tax to which staff recommends sunsetting after 25 years. This allows sufficient time for the

City to issue bonds, fund projects and repay the bonds with principal and interest. Shorter interims may not be as easy or affordable for bond issuance. Conservative estimates indicate that the tax would generate $85 to $90 million over 25 years. It would be used to fund capital projects, operations and maintenance. When comparing current rates to proposed rates, the state sales tax is 5.6 percent with the county sales tax at 0.7 percent. The proposal would increase the City's sales tax from 2.5 percent to 2.7 percent. When all rates are combined, the total sales tax on purchases would be 9 percent. In terms of fund use, there are projects identified totaling $57.7 million. These funds would be used, based on issuance of a bond within the first few years with the taxes collected over time to repay the principal. On top of the bonds, the City would have interest of approximately $23.6 million. The balance of approximately $3.7 to $8.7 million would be dedicated to operations and maintenance and would also provide an opportunity for enhanced recreational programming. The sales tax initiative calendar was reviewed.

Bryan Hughes, Parks and Recreation Director, reviewed projects, including:

- Aquatic Center at $23.3 Million
- Neighborhood Park at $10.2 Million
- Trails/Bike Lanes at $20.5 Million
- Art/Aesthetics and Beautification at $3.5 Million

The Aquatic Center has an estimated budget of $23.3 million with a proposed location of four acres on the Civic Center campus. Possible features include a competition pool, diving well, zero depth entry, play features, water slides and a lazy river. Standard amenities include locker room and multi-purpose rooms. The neighborhood park is proposed at 12 acres with a half-mile turf area. Possible amenities include playgrounds, splash pad, picnic ramadas, sport courts, area lighting, multi-purpose fields without lights, open turf areas and dog park. The park would be in the northern portion of the City in order to fill a service gap. For trail and bike lane improvements, the proposal is for approximately 32.8 miles of trails, 15.4 miles of bike lanes using a multimodal trail system. Art/aesthetics and beautification would include public art focused in The BLVD, Historic Avondale and Civic Center Campus as well as a street tree master plan.

Council Member Malone asked about the location of the neighborhood park, noting that there is a gap behind Phoenix Children's Hospital. Mr. Montoya said they have identified some areas; however, identifying the chosen plots could lead to a rapid increase in property value of the land. The City does own a six-acre parcel in Crystal Gardens. It adjoins other land owned by Pendergast School District. Council Member Malone said that based on a conversation with a resident in the area, community members have had the expectation that a park was promised in the area and they are still waiting. Council Member Malone asked about management of the aquatic center. Mr. Montoya stated it would be an amenity for the entire community with fees based on residency/non-residency and the facility would be managed by the City.

Council Member Kilgore noted that his question regarding the location of the park was already answered during his meeting with Mr. Montoya and understood about not mentioning the location as that may raise property values. He agreed that the northern park location would be a nice amenity for residents and nice addition to the City. He stated

the aquatic center looked great and he embraces the idea. He did not add any additional comments but concluded that he liked what was presented.

Council Member Nielson inquired if the aquatic center would eventually become like the sports center, with most of its visitors coming from outside of Avondale. If so, the City needs to address parking needs. Goodyear is slated to have their aquatic park completed by the end of next year, if not earlier. It might be helpful to make observations. Mr. Montoya stated that the intent is to have the majority of visitors be citizens of Avondale as it will be available at a higher cost to nonresidents. He agreed that he will look at the aquatic centers in other communities.

Council Member Conde said she loves the idea of an aquatic center, as residents have always expressed interest in such a development but requested staff ensure residents receive reduced rates. She also concurred that a park in the north part of the City would be beneficial to residents.

Council Member Pineda stated that it is good to know that staff and management have experience with such large-scale projects. Having a park in the northern location would reflect the Council's response to the needs of the community.

Vice Mayor Dennis referenced the exclusion of single purchases greater than $5,000 for the 0.2 percent rate increase and asked if this was done for a particular industry. Mr. Montoya stated that the rate is set to be consistent with the current sales tax. In response to a question from Vice Mayor Dennis, Mr. Montoya confirmed that surrounding cities have comparable exclusions. Vice Mayor Dennis expressed concern over losing tax revenue with having the tax exclusion be applicable to such a low amount. Gina Montes, Assistant City Manager, noted that in approximately 2010, the City went to the voters and asked them to remove the cap on items over $5,000 and this proposal was rejected. Vice Mayor Dennis agreed that the proposed projects will depend upon the voters' desire to expand services and recreation.

Mayor Weise commented that residents responded in great numbers to the desire for a trail system.

4. ADJOURNMENT

There being no further business before the Council, Vice Mayor Dennis moved to adjourn the Work Session 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
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:32 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 7:40 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of Overland Park Police Officer, Mike Mosher.

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 at City Hall 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; Kevin Murphy, Development and Engineering 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: Approximately five 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. Having no requests from Council, motion was made by Council Member Nielson, seconded by Vice Mayor Dennis, to approve the Consent Agenda.

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 March 23, 2020 City Council Meeting Minutes.

b. LIQUOR LICENSE - SERIES 12 (RESTAURANT) - PEI WEI FRESH KITCHEN - CHANGE OF OWNERSHIP
City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Patrick Edward Castle for the sale of alcoholic beverages at Pei Wei Fresh Kitchen located at 1619 North Dysart Road, Suite 101, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

c. LIQUOR LICENSE - SERIES 12 (RESTAURANT) - GYROS AND MORE - NEW LICENSE
City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jesus Orlando Verdy for the sale of alcoholic beverages at Gyros and More located at 1467 North Dysart Road, Suite 107, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

d. DESWEST DEVELOPMENT LLC - RE-PLAT (APPLICATION PL-19-0313)
City Council approved a request by Mark Sidler, Lemme Associates, and approved a Re-Plat of Parcel 3 on the Minor Land Division Lot Split for DesWest Development LLC, dividing an existing 0.46 gross acre parcel into two (2) lots located at approximately 107 feet north of the northwest corner of 4th Street and Mountain View Drive.

e. REAL SOLUTION PROPERTIES RE-PLAT (APPLICATION PL-20-0004)
City Council approved a request by Dennis Keogh, Keogh Engineering, and approved a Re-Plat of Parcel A, Ordonez Minor Land Division; Real Solution Properties Re-Plat, dividing an existing 0.38 gross acre parcel into two (2) lots and dedicates a 20’ by 20’ right-of-way triangle located at the southeast corner of Florence Street and 125th Avenue.

f. RESOLUTION 1027-0520 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND TRELLIS
City Council adopted Resolution 1027-0520 approving an Intergovernmental Agreement with Maricopa County and Trellis, a Community Housing Development Organization relating to the construction of two single-family homes and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

g. CONTINGENCY FUNDING FOR PARK NETWORK CONNECTIVITY
City Council authorized a budget amendment in the amount of $175,000 from the General Fund Contingency to the Fiber Optic Connectivity in Parks project for network connectivity throughout various parks.

3. REGULAR AGENDA

a. PUBLIC HEARING - RESOLUTION 1028-0520 - 2020 - 2024 CONSOLIDATED PLAN, 2020 - 2021 ANNUAL ACTION PLAN, AND 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

City Council held a public hearing and consider a request to adopt Resolution 1028-0520 approving the 2020 -2024 Consolidated Plan, the 2020 - 2021 Annual Action Plan, and the 2020 Analysis of Impediments to Fair Housing Choice and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Mr. Montoya noted that contingency funding was added for the Cares Act. It must be put forth for Council to add into the budget as part of the regular program.

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.

Vice Mayor Dennis noted that the CARES Act is divided into two areas: small business assistance, and homeless services and eviction prevention. She asked whether the homeless services and eviction prevention would include financial assistance towards mortgage or rent payments. Chris Lopez, Neighborhood and Family Services Director, stated that these were placed in the budget as a placeholder at this time. Staff will return to Council for direction upon receipt of regulations from HUD. It is possible that the funding will include financial assistance for housing.

Vice Mayor Dennis asked if there are CAP dollars available to help with eviction prevention. Mr. Lopez stated that some funding is available, not necessarily CAP dollars, but funds received from Maricopa County. It is anticipated that there will be a significant increase in need across the community.

Council Member Kilgore said he spoke at a previous Council meeting, asking if the City had received any Fair Housing requests or complaints. Staff have indicated that no such submissions have been received. He would like to see the Fair Housing allocation of $500 increased in the future as well as added funding to educate residents about these initiatives. In response, Mr. Lopez said staff will take a look at this, explaining the plan provided a good starting point to develop the materials for public education.

Council Member Malone asked if the funding for the CARES program is targeted only to Avondale or whether services have to be expanded to other communities being served in surrounding areas. Mr. Montoya said this funding is dedicated to residents of the City of Avondale. However, they have been approached by another community to see if Avondale would consider taking their funding but until they receive a formal request, they will not present this to Council. In response to a follow-up question by Council Member Malone, Mr. Montoya explained staff will let Council know if the mentioned formal request is received. Council Member Malone expressed interest in keeping the funding solely for Avondale residents.

Council Member Malone asked how the City is tracking the homeless population, specifically in regard to the IHELP program. The program is popular and attract people from other communities. Mr. Lopez stated that staff is exploring databases that could be used for verification. They are exploring methods of tracking individuals from intake throughout their progress and residency. Proposed plans will be brought to Council for review, but staff was unavailable to provide a date in which the plan will be presented.
Council Member Malone moved to adopt Resolution 1028-0520 approving the 2020 -2024 Consolidated Plan, the 2020 - 2021 Annual Action Plan, and the 2020 Analysis of Impediments to Fair Housing Choice and authorize the Mayor or City Manager and City Clerk to execute the necessary documents; Vice Mayor Dennis 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

4. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the Regular Meeting; Vice Mayor Dennis 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 7:54 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 4th day of May 2020. I further certify that the meeting was duly called and held, and that the quorum was present.

_____
Marcella Carrillo, City Clerk

Item Number: 3.b.

CITY COUNCIL REPORT

SUBJECT: Council Meeting Schedule for 2021

MEETING DATE: 6/15/2020

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 2020 City Council Meeting Schedule and authorize the City Clerk to add, move, or cancel meetings as-needed at the direction of the City Manager. The Council will take the appropriate action.

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

DISCUSSION:
The 2021 City Council meeting calendar provides for breaks in the spring, summer, and winter. To allow for such breaks, there is one meeting date in July. Since the City Charter requires two meetings per month, the meeting in July will include a work session and a regular meeting with a scheduled dinner break in-between. The dinner break is to provide a clear separation of the two meetings.

The stand-alone Work Session meetings are not included on the schedule but may be added throughout the year on an as-needed basis.

All scheduled meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting may begin at either 6:00 p.m. or 7:00 p.m. depending on the need on the agenda. The official meeting start time will be posted on the agenda.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
Staff is recommending City Council approve the presented 2020 City Council Meeting Schedule.

2021 COUNCIL CALENDAR

DRAFT CALENDAR

with holidays and conferences

Jan-2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

Jan 1 - New Year's Day
Jan 4 - TBD - Meeting As Needed
Jan 18 - Martin Luther King Jr. Day
Jan 27-29 - ACMA Winter Conference

Feb-2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Feb 15 - President's Day

Mar-2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Mar 7-10 - National League of Cities Conf.

Apr-2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Apr 27-30 - TLG - Innovation Conf.

May-2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 31 - Memorial Day

Jun-2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jul-2021						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 4 - Independence Day
July 21-23 - ACMA Summer Conf.
July 26 - Two separate mtgs with break

Aug-2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug 30 - Sept 4 - League Annual Conference

Sep-2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Aug 30 - Sept 4 - League Annual Conference
Sept 6 - Labor Day

Oct-2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Oct 4 - Telephonic Meeting (Consent Items)
Oct 3-6 - ICMA Annual Conference

Nov-2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov 11 - Veterans' Day
Nov 25 - Thanksgiving
Nov 17-20 - National League of Cities Summit

Dec-2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec 6 - Tentative Budget Retreat
Dec 13 - TBD - Meeting As Needed
Dec 25 - Christmas

	Conferences
	Council Meeting
	Holidays

NOTE: All City Council Meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting *may* begin at 6:00 p.m. or 7:00 p.m. (please check the posted meeting agenda for official meeting start time).
Additional Work Sessions will be scheduled on an as-needed basis.

CITY OF AVONDALE
2021 COUNCIL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN to the general public that the following is the schedule of City Council meetings for the 2021 calendar year. Agendas are available 24 hours in advance of each meeting in the Office of the City Clerk, at 11465 West Civic Center Drive, Avondale, Arizona, Monday through Thursday, between the hours of 7:00 a.m. to 6:00 p.m. or online at www.avondaleaz.gov/councilmeeting.

Note: All meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting may begin at either 6:00 p.m. **or** 7:00 p.m. Please check the posted agenda for official meeting start time.

Month	2021 City Council Meeting Schedule Work Sessions & Regular Meetings
January	January 4, 2021 (As Needed)
	January 19, 2021
February	February 1, 2021
	February 16, 2021
March	March 1, 2021
	March 22, 2021
April	April 5, 2021
	April 19, 2021
May	May 3, 2021
	May 17, 2021
June	June 7, 2021
	June 21, 2021
July	n/a
	July 26, 2021
August	August 9, 2021
	August 23, 2021
September	September 7, 2021
	September 20, 2021
October	October 4, 2021
	October 18, 2021
November	November 1, 2021
	November 15, 2021
December	December 6, 2021 (Tentative Budget Retreat)
	December 13, 2021 (As Needed)

Council Members of the City of Avondale will attend either in person or by telephone conference call. Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Accommodations for Individuals with Disabilities. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting. **Alojamiento para Personas incapacitadas.** Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Approved: June 15, 2020

Item Number: 3.c.

CITY COUNCIL REPORT

SUBJECT: Series 12 Liquor License (Restaurant) - Zeta's Grill (Change of Ownership)

MEETING DATE: 6/15/2020

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 recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amin Mohamed Sadek for the sale of alcoholic beverages at Zeta's Grill located at 2935 North Dysart Road, Suite 105, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Zeta's Grill, a restaurant specializing in Lebanese cuisine, has operated in the Dysart Commons shopping center located at the northeast corner of Dysart Road and Thomas Road since 2014.

The restaurant is located in the corner endcap suite of the center's primary inline shops building, south of EoS Fitness. The restaurant has operated with a Series 12 (Restaurant) Liquor License since it opened in 2014. Because of a recent change in the restaurant's ownership structure, issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales to continue on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Local Commercial and the current zoning is Planned Area Development (PAD). Restaurant uses are compatible with both the Local Commercial General Plan designation and the Palm Valley PAD zoning.

DISCUSSION:

Staff has received an application from Amin Mohamed Sadek for a Series 12 (Restaurant) Liquor License to sell, alcoholic beverages at Zeta's Grill located at 2935 N Dysart Road, Suite 105, in Avondale. As required by state law and city ordinance, the application was posted for the required period of time at 2935 N Dysart Road, Suite 105, beginning on May 18, 2020. The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

BUDGET IMPACT:

The fees in the amount of $1,050 have been paid in full.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Amin Mohamed Sadek for the sale of alcoholic beverages at Zeta's Grill located at 2935 North Dysart Road, Suite 105, in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 05/08/2020 @ 04:05:39 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	ZETA'S GRILL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	2935 N DYSART ROAD #105 AVONDALE, AZ 85392 USA		
Mailing Address:	2935 N DYSART ROAD #105 AVONDALE, AZ 85392 USA		
Phone:	(623)547-4612		
Alt. Phone:	(602)910-0823		
Email:	ASADEK@ZETAGRILL.COM		

AGENT

Name:	AMIN MOHAMED SADEK
Gender:	Male
Correspondence Address:	2935 N DYSART ROAD #105 AVONDALE, AZ 85392 USA
Phone:	(602)910-0823
Alt. Phone:	
Email:	ASADEK@ZETAGRILL.COM

OWNER

Name:	FLAVORS OF THE PHOENICIAN CUSINE LLC		
Contact Name:	AMIN MOHAMED SADEK		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1942808	State of Incorporation:	AZ
Incorporation Date:	01/31/2019		
Correspondence Address:	2935 N DYSART ROAD #105 AVONDALE, AZ 85392 USA		
Phone:	(602)910-0823		
Alt. Phone:			
Email:	ASADEK@ZETAGRILL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
AMIN MOHAMED SADEK	Member/stockholder	100.00

FLAVORS OF THE PHOENICIAN CUSINE LLC - Member/stockholder

Name:	AMIN MOHAMED SADEK
Gender:	Male
Correspondence Address:	2935 N DYSART ROAD #105 AVONDALE, AZ 85392 USA
Phone:	(602)910-0823
Alt. Phone:	
Email:	ASADEK@ZETAGRILL.COM

APPLICATION INFORMATION

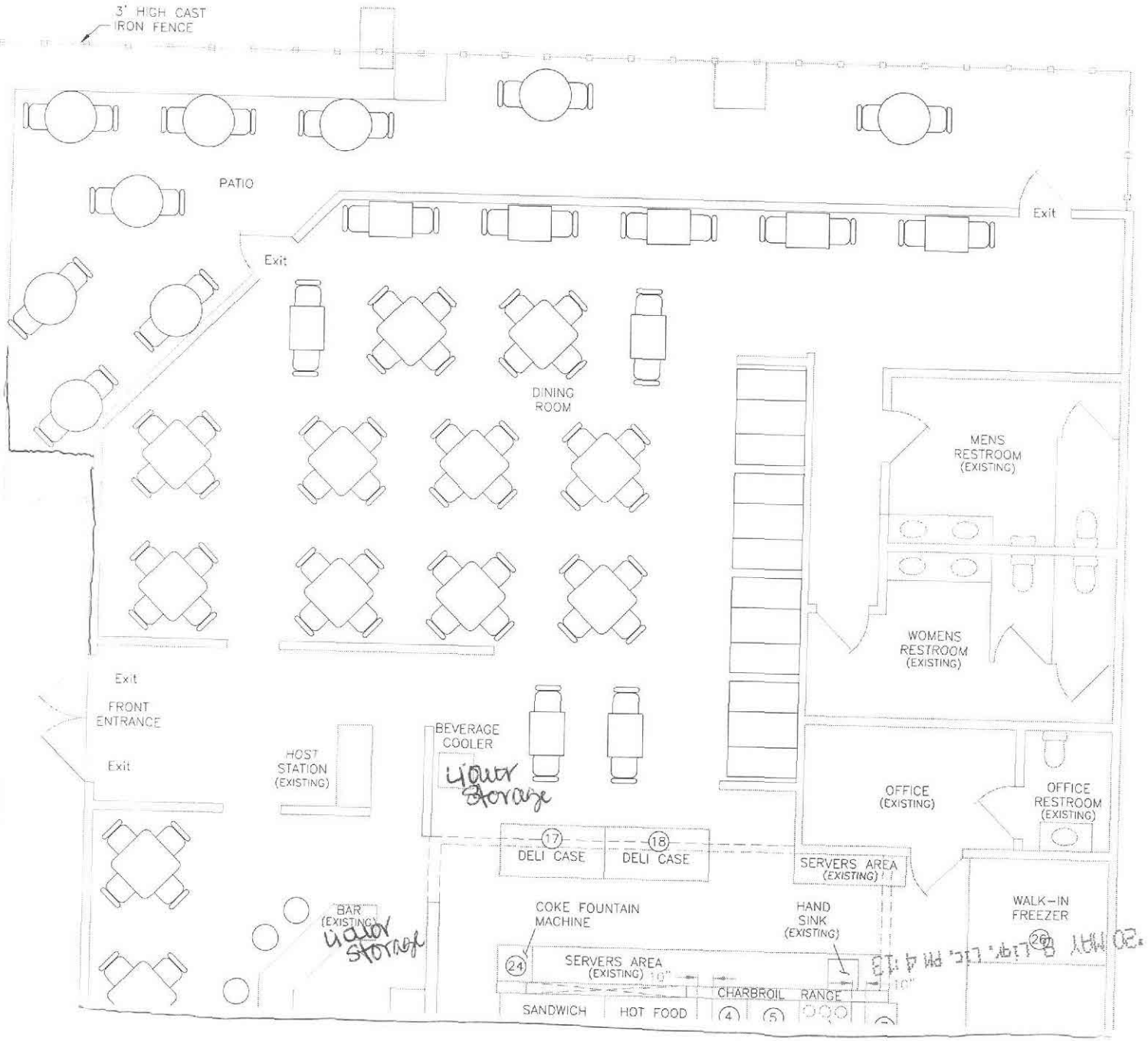
Application Number: 109664
Application Type: New Application
Created Date: 05/08/2020

Selene

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tennant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   DEFAULT
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0.00
6) Is there a drive through window on the premises?
   No
7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No



TOTAL SQUARE FOOTAGE: 3087sf

20 MAY 8 L.19, L.1C, PM 4:13

'20 MAY 4 Liq. Lic. PM12:54

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 109664

RESTAURANT OPERATION PLAN

AMENDMENT

1. Name of restaurant (Please print): Zeta's Grill

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

'20 MAY 8 Liq. Lic. PM 4:13

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [ ]

   b. Bar area of your premises: [+]

   c. Total dining and bar seating capacity of your premises: [=]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☐ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☐ No

   (If yes, what percentage of the public floor space does this area cover?) _____%

7. What percentage of your public premises is used primarily for restaurant dining?

   (Do not include kitchen, bar, hi-top tables, or game area.) _____%

Individuals requiring ADA accommodations call (602) 542-9027.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 109664

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): _____

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	36" CHAR BROILER/SCB-36 105,000 BTU
Oven	RANGE 36", 6 open Burners/Imperial
Freezer	walk IN FREEZER 2.0 hp Compressor
Refrigerator	walk IN Cooler 1.0 hp Compressor
Sink	3 Compartment SS SINK
Dish Washing Facilities	DISHWASHER MACHINE
Food Preparation Counter (Dimensions)	2 SS Tables
Other	See attached Equipment

'20 MAY 8 Liq. Lic. PM 4:13

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [133]

   b. Bar area of your premises: [+ 24]

   c. Total dining and bar seating capacity of your premises: [= 157]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☒ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

   (If yes, what percentage of the public floor space does this area cover?) 10 %

7. What percentage of your public premises is used primarily for restaurant dining?

   (Do not include kitchen, bar, hi-top tables, or game area.) 100 %

Individuals requiring ADA accommodations call (602) 542-9027.

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 TV'S

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Fill this out

Position	How many
Cooks	2
Bartenders	ϕ
Hostesses	2
Managers	1
Servers	3
Other (Bussers)	1
Other (Dishwasher)	2
Other (Prep)	2

No change

I, AMIN SADEK, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [redacted]
(Signature of APPLICANT)

NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14th day of 01 [redacted] 2020
Year

My Commission Expires on: 10/11/2023
Date **Signature of Notary Public**

ANGELICA MURILLO Notary Public State of Arizona Maricopa County Comm. Expires Oct 11, 2023 Commission # 570146

Individuals requiring ADA accommodations call (602) 542-9027.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

'20 MAY 5 Liqr. Lic. PM12:56

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
        A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
        B. Income Tax Return - city, state and federal (copies)
        C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
        A. Copies of all reports required by the State and Federal Government
        B. Employee Log (A.R.S. §4-119)
        C. Employee time cards (actual document used to sign in and out each work day)
        D. Payroll records for all employees showing hours worked each week and hourly wages

'20 MAY 8 Liqr. Lic. PM 4:13

Individuals requiring ADA accommodations please call (602)542-9027

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) Ann M Sadek, have read and understand all aspects of this statement

X (Signature) [redacted]
Controlling Person / Agent

State of ARIZONA County of MARICOPA
the foregoing instrument was acknowledged before me this

5TH of MAY 2020
Day Month Year

My commission expires on: 09/24/2021

[redacted]
Signature of NOTARY PUBLIC

Oscar Diaz
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-24-2021

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'20 MAY 4 Liq. Lic. PM1254

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S.§4-202, 4-210
Type or Print with Black Ink

AMENDMENT

The fees allowed by R19-1-102 will be charged for all dishonored checks. 804.877

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 109664

'20 MAY 8 Liq. Lic. PM1413

1. **Check the Appropriate Box** →

☐ Controlling Person ☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Sadek (Last) Amin (First) Mohamed (Middle) Birth Date: ___/___/___ (NOT a public record)

3. Social Security #: _____ Driver License#: _____ State: _____

4. Place of birth: _____ (City / State / COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Name of current/most recent spouse: _____ (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 2001

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: Zeta's Grill Business Phone: ___/___/___

9. Business Location Address: _____ (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2014	CURRENT	Manager	Zeta's Grill; 2935 N Dysart Road; ste 105; Avondale, AZ 85392

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

'20 APR 21 PM 3:48 AZDLLC

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

'20 MAY 8 AM 11:45

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. 804.877

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Amin

Liquor License#: 109664

1. **Check the Appropriate Box** →

☒ Controling Person	☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: SADEK (Last) AMIN (First) MOHAMED (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Name of current/most recent spouse: N / A (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: 602 910 0823 E-mail address: ~~A~~sadek@zetagrill ~~SadekGlobal~~.com

8. Business Name: FLAVOR OF THE PHOENICIAN CUISINE (ZETA GRILL) Business Phone: 623/547 4612

9. Business Location Address: 2935 N. DYSART RD (Street (do not use PO Box)) AVONDALE #105 (City) AZ (State) MARICOPA (County) 85392 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/2014	CURRENT	MANAGER	ZETA'S GRILL 2935 N. DYSART RD

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

'20 MAY 5 Liq. Lic. PM 8:23

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
Jan/2003	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

AMENDMENT

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☐No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☐No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☐No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☐No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☐No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☐No

'20 MAY 8 Liq. Lic. PM 4:14

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** _____ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ _____ Day of _____, _____
Date Day Month Year

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)* '20 MAY 4 Liq. Lic. PM1254

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
2003	CURRENT	[redacted]

AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☐No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☐No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☐No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☐No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☐No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☐No

'20 MAY 8 Liq. Lic. PM 4:14

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NOTARY

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Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ _____ Day of _____, _____
Date Day Month Year

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(B)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
2003	CURRENT	[redacted]
		Goodyear (AP)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ANSWER ALL THESE Q"

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☒ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☒ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** Amin M Sadek hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [redacted] State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10/11/2023 (Date) 14th Day of 01 (Month), 2020 (Year)

[redacted]

Signature of Notary

ANGELICA MURILLO Notary Public STATE OF ARIZONA Commission # 570148 My Comm. Expires Oct. 11, 2023 MARICOPA COUNTY, ARIZONA

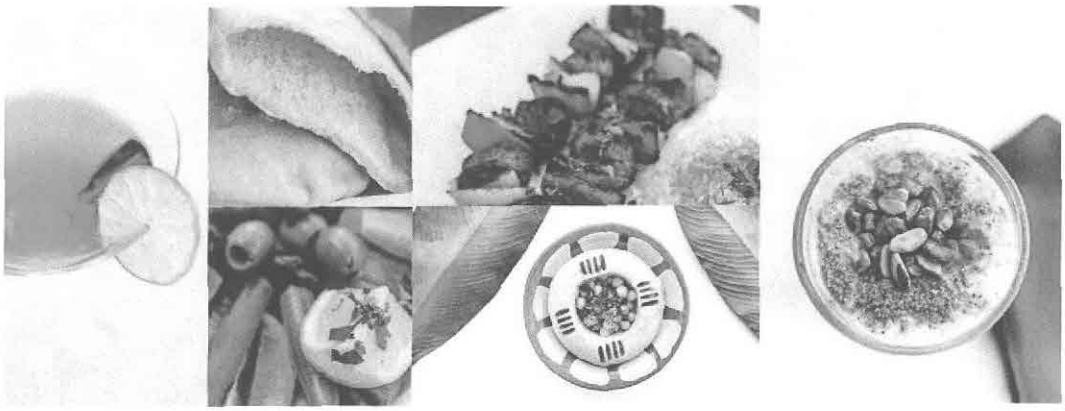
The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999

ZETA'S GRILL

623.547.4612



Thank you for dining with us
Eat in Good Health (Sahtain)

'20 MAY 8 Liq. Lic. AM 4:13

Zeta's Grill

Healthy Lebanese Cuisine

To-go orders: (623)-547-4612

Lunch Menu (11 am- 3 pm)

VG **Falafel Pita**

A mixture of freshly prepared fava beans and chickpeas w/ fresh vegetables, deep fried and topped with sesame oil sauce. Contains sesame 5.95

Chicken Kabob Pita
Marinated grilled boneless breast chicken kabob in fresh pita. Served with tomatoes, pickles and cream of garlic sauce. Contains gluten 7.50

Lamb Kabob Pita w/ Hummus
Tender grilled lamb kabob in pita with hummus, pickles, tomatoes, and onion. Contains gluten 7.75

Kafta Kabob Pita w/ Hummus
Minced beef and lamb grilled kafta kabob, served in pita w/ hummus, pickles, tomatoes, and onion. Contains gluten 7.50

Gyro Pita
Marinated Lamb and beef grilled on up-spit, served in pita w/ tatziki sauce, onion, and tomatoes. Contains gluten 5.95

Lebanese Sausage Pita (Maanek)
Mini stuffed sausage with marinated minced beef, sauteed in lemon or pomegranate sauce, served inside fresh pita, tomatoes, and pickles. Contains gluten 6.95

(Sujok) Spicy Arminian Sausage Pita (Mild or Hot)
Well prepared mild or spicy Armenian jumbo sausage, sauteed in olive oil lemon sauce, served in pita with tomatoes, and pickles . Contains gluten 7.95

Beef Kabob Pita w/Hummus
Freshly prepared tender grilled beef kabob in a pita with hummus, pickles, tomatoes, and onion. Contains gluten 7.75

Chicken Shawarma Pita
Marinated chicken in a white vinegar lemon garlic sauce, served w/ FF inside our fresh village thin bread, tomatoes, pickles and topped with cream of garlic. Contains gluten 7.75

Meat Shawarma Pita
Marinated beef and lamb in a red vinegar lemon garlic sauce, served in Fresh Village thin bread w/ tomatoes, pickles and topped with tahini sauce. Contains gluten . 7.95

Zeta's Lunch Combo
Hummus, tabouleh salad, falafel and a choice of one stick of either chicken, beef, kafta or lamb kebob. Contains gluten, wheat and sesame 10.95

Salads (Lunch and Dinner)

VG V **Fattoush Salad**
Romaine-Iceberg Lettuce w/ cucumber, tomatoes, green onion, radish, mint, bell peppers, and toasted pita bread, topped with olive oil & lemon dressing. Contains gluten
Lunch 7.95
Dinner Portion 10.95

VG V GF **Chick Peas Salad**
Chick peas with spring onion; tomatoes, red & green bell pepper, parsley, and mint topped with our house; lemon olive oil and garlic dressing. 7.95
Dinner Portion 10.95

VG V **Tabouleh Salad**
Traditional Lebanese salad with chopped parsley, diced tomatoes, onion, mint, crushed wheat, and fresh lemon olive oil dressing. Contains wheat 6.95

VG GF **Cucumber, Yogurt Salad**
Diced cucumber mixed with yogurt, mint, and garlic. Contains dairy 5.95

All our dishes prepared fresh daily

18% gratuity will be added on parties of 8 persons or more

VG V GF **Mediterranean Salad**
Romaine and iceberg lettuce with tomatoes, cucumber, green onion, red and green bell peppers, fresh mint, and topped with fresh beets and our house dressing. 7.95
Dinner Portion: 10.95

VG GF **Greek Salad**
Feta cheese mixed with lettuce, tomato, cucumber, red onion, black olive, red bell pepper, topped with our homemade Greek vinaigrette dressing. Contains dairy 7.95
Dinner Portion 10.95

VG **Caesar Salad**
Traditional Caesar Salad Lunch 7.95
Dinner Portion 10.95

VG V GF **Priest Salad (Al Raheb Salad) New**
Roasted eggplant mix with green bell pepper, tomatoes, red onion, parsley, garlic and topped with our house olive oil lemon dressing 8.95
Dinner Portion 10.95

Adds On to any of the salads
Chicken Kebob 4.50 Beef Kabob 4.95
Chicken Shawarma 4.50 Beef Shawarma 4.95
Gyro Meat 3.95

Cold Appetizers (Lunch and Dinner)

All our dishes served with hot homemade pita bread from our brick oven to your table.
Our frying oil is gluten free and zero trans-fat.

VG V GF **Hummus**
Freshly prepared in house chickpea puree, mixed with sesame paste (Tahini), lemon, and garlic. Contains sesame. 5.95

VG V GF **Baba Ghanouj (Grilled Eggplant)**
Charcoal grilled eggplant, blended with sesame paste (Tahini), garlic, and lemon. Contains sesame. 6.95

VG 🌶 V GF **Spicy Hummus**
Chickpeas puree mixed with cayene pepper, parsely, garlic, and sesame paste (Tahini). Contains sesame. 6.75

VG V GF **Stuffed Vine leaves**
Freshly prepared vine leaves stuffed with gluten free rice, tomatoes, green onion, mint, and herbs, cooked with olive oil lemon sauce. 6.95

RAW **Steak Tartar (Kibbeh Nayeh)**
Prime cut of raw lamb blended with crush wheat, onion an kibbeh flavor spices. topped with pine nuts an olive oil 10.95

VG V GF **Mediterranean Pickles**
A selection of seasonal pickles. 5.95

VG V **Vegeterian Kibbeh (New)**
Fresh Tomatoes blended with crushed wheat, onion, and kibbeh flavored spices, topped with pine nuts and olive oil. 9.95

VG V **Zeta's Vegie Combo Platter**
Hummus; Baba Ghanouj; Falafel & Tabouleh . Contains Sesame and wheat 10.95

VG GF **Tzatziki Dip**
Our homemade Tzatziki dip served with fresh Greek Pita. Contains gluten & dairy 7.50

Hot Appetizers (Lunch and Dinner)

GF **Hummus Shawarma Chicken**
Hummus with marinated chicken in our house sauce, then grilled on up-spit to perfection and served with sesame sauce (Tahini) . Contains Sesame 8.50
with beef-lamb shawarma 8.95

GF **Hummus Awarma**
Hummus topped with minced ground lamb and pine nuts. Contains sesame 6.95

Zeta's Stuffed Kibbeh Shell (Kibbeh Shameyieh)
Three shells of lamb puree, mixed with cracked fine wheat (Burgul) stuffed with ground meat, pine nuts, onion and light spices and deep fried.
Contains Wheat 6.95

VG V GF **Falafel**
Freshly prepared, crispy deep- fried chickpeas, fava beans, spring onion, ginger, cilantro, parsley w/ mix house herbs, served with pickled salad and tahini sauce. Contain Sesame in the sauce only 7.50

VG V GF **Broad Beans (Foul Moudamas)**
Boiled chickpeas & fava beans seasoned with parsley, garlic, and lemon sauce, topped with virgin olive oil. 6.95

VG 🌶 V GF **Spicy Potatoes (Batata Harra)**
Cubes of freshly cut potatoes sauteed with garlic, coriander and cayenne pepper. 4.95

Gift Certificates Available: $20; $30; $40; $50; $100

GF **Grilled Chicken Wings (Jawaneh)**
6 Charcoal- grilled marinated chicken wings served with cream of garlic or lemon cilantro sauce. 6.95

GF **Lebanese Sausage (Makanek)**
Homemade Lebanese sausages sauteed in olive oil with lemon or pomegranate sauce. 6.95

GF **Armenian Spicy Sausage (Sujok)**
Homemade hot spicy sausages, sauteed with diced tomatoes in lemon olive oil sauce. 7.50

Fried Calamari
Sea squid lightly breaded and deep fried and served with our house cocktail sauce 8.95

VG V **Spinach Pastry (Fatayer be-Sabeneg)**
Baked homemade triangular shaped pastry stuffed with fresh spinach, red onions mixed with lemon olive oil. Contain gluten 5.95

Sanbousek Meat
homemade pastry stuffed with ground meat and onion, deep fried. Contain gluten 6.95

VG **Sanbousek Cheese**
Deep fried homemade pastry stuffed with feta and akawi cheese, mixed with fresh herbs, deep fried.Contain gluten 6.50

Lebanese Meat Pizza (Lahm Bel-Ajine)
Baked Homemade pita with fresh lamb, tomatoes, onions, pine nuts and tomato sauce. Contain gluten 6.95

VG V **Lebanese Thyme Pizza (Manakish Zaatar)**
Baked homemade pizza with dried wild oregano and sesame seeds, mixed with olive oil. Contain gluten 3.95

Meat Rolls (Rkakat)
4 deep fried crispy filo dough rolls stuffed with ground beef, onion and flavored with our 7 spiced mix. 6.95

Fried Cauliflower
Lightly fried cauliflower topped with our house Tahini sauce. Contains sesame oil in the sauce. 6.95

Musakkaa
Eggplant sauteed with onion, potatoes, tomato, chickpeas, garlic and cilantro in tomato sauce. 9.95

Dinner Menu Entrees (Ask our Wait Staff for the Daily Dinner Specials)

All entrees served with fresh house salad and your choice of either french fries, spicy potatoes, rice, or fresh sauteed mixed vegetables.

Lamb or Beef Kabob (Lahm Meshwi)
Charcoal- grilled tender cubes of specially prepared lamb or beef served w/ grilled vegetables . 14.95

Marinated Chicken Kabob (Shish Tawook)
Charcoal- grilled skewers of marinated cubes of chicken breast in our special lemon garlic sauce. 12.95

Mixed Grill
A combination of charcoal- grilled skewers of: lamb or beef, chicken, and minced lamb-beef kafta kabob. 16.95

Kafta Kabob
Charcoal- grilled skewers of minced lamb and beef served with grilled tomatoes and onions. 12.95

GF **Spicy Kafta Kabob (Khosh- Khash)**
Charcoal- grilled skewers of minced lamb and beef served with spicy tomato sauce. 13.95

Grilled Chicken Shawarma
Homemade marinated chicken grilled on an up-spit, served with our house garlic sauce. 12.95

Grilled Beef/Lamb Shawarma
Homemade marinated beef & lamb grilled on an up-spit, served with our house sesame lemon garlic sauce (Tahini Sauce). Contains Sesame 13.95

GF **Lamb Cutlet (Castaleta Ghanam)**
Tender charcoal- grilled Newzealand lamb cutlets served with grilled tomatoe, bell peppers and onion. 19.95

GF **Zeta's Grilled Chicken**
Grilled boneless chicken breasts marinated with lemon, garlic, and fresh thyme, served with our house garlic sauce. 12.95

GF **Ribeye Kabob**
10-oz grilled black Angus ribeye kabob served with grilled onion and bell peppers. 16.95

GF **Filet Mingnon Kabob**
Grilled 7 oz black Angus tenderloin filet kabob, charcoal-grilled to perfection served with grilled onion & bell peppers. 21.95

Gyro Platter
Combination of both Beef and Lamb grilled on an up spit served with special tzatziki sauce and Greek salad. 10.95

GF **Zeta's Signature Platter (Lamb Shank)**
Lamb shank slowly cooked in our special in house tomato sauce and served with potatoes, celery and carrots on top, and your choice of saffron or white rice . 16.95

Zeta's Dinner Combo
Hummus, baba ghanouj, tabouleh with a choice of one skewer of either chicken or kafta Kabob. Contains Sesame and wheat 12.95
Beef of Lamb Kabob 13.95

Zeta's Family Platter
Four Mix Grills (Chicken; lamb or beef; and Minced Kafta Kabob)
4 persons 59.80 6 persons 89.70 8 persons 119.60

VG **Vegetarian Lasagna**
Homemade vegetable lasagna with bushemel Sauce baked in our brick oven and topped with fresh parmesan cheese. Contain gluten and dairy 10.95

Seafood

GF **Salmon Kabob**
Freshly prepared Alaskan grilled salmon kabob sauteed in cilantro, garlic and lemon sauce. 14.95

GF **Shrimp Kabob**
Grilled gulf shrimp kabob sauteed in our lemon cilantro sauce. 15.95

Fish & Chips
Breaded filet of Cod deep fried, served with FF and tartar sauce. Contain Wheat 10.95

Jim's Fish & Chips
Breaded filet of Cod with wheat flour, deep fried, served with sweet potato FF and tartar sauce. Contain Wheat 10.95

Samakeh Harrah (Spicy Fish)
Sauteed in cilantro, garlic, cayenne and tahini sauce. Contains Sesame 14.95

GF **Salmon & Shrimp Kabob**
A skewer of each fresh alaskan salmon and gulf shrimp grilled and sautéed in our cilantro, garlic lemon sauce. 15.95

Sides

GF VG V **White Basmati Rice** *2.75*

GF V VG **Saffron Basmati Rice** *2.95*

French Fries *2.49*

VG V GF **Mixed Veggies**
Sauteed bell peppers, onion, yellow squash; zucchini 2.95

VG GF V **Garlic Sauce** *1.25*

VG GF V **Tahini Sauce** *1.25*

VG GF **Greek Fries**
FF mixed with garlic, feta cheese, parsley, and olive oil sauce 3.95
Add Gyro 3.95

VG GF **Jim Sweet Fries**
Sweet Potato FF 2.95

Kids Menu

Cheese Pizza
Zeta's homemade cheese pizza. Contains gluten 4.95

Hamburger & French Fries
Contains gluten 4.95

Chicken Nuggets & French Fries
Contains gluten 4.95

Desserts

Assorted Baklava *3.95*

Assorted Cakes
Ask your server on our daily selection 4.95

Zeta Signature Dessert
A choice of pistachio or vanilla Ice Cream with a selection of our house baklava topped with house syrup or chocolate syrup 5.95

Zeta's Homemade Cheese Cakes *4.95*

Our main meat entrees topped with thin pita bread. For Gluten free diners ask the wait staff to keep the bread off the entree

'20 MAY 4 Liq. Lic. PM1254

Beverages

Fountain Drink (Coca- Cola, Sprite, Diet Coke, Dr. Pepper, Fanta, Hi- C. 2.79
20 oz bottle 2.89

Jallab (Date juice syrup mixed w/ water and crashed ice and topped with pine nuts) *2.99*

Sweet/ Unsweet Tea 2.49
Peach flavor 2.89 Granberry flavor 2.89
Cherry flavor 2.89

Mint Tea- Hot *2.75*

Coffee
Regular or Decaf 2.49

Turkish Coffee *2.95*

Kids Drink *1.49*

Freshly Squeezed Juices

Orange Juice *4.0*
Freshly Squeezed

Carrot Juice *4.0*

Apple Juice *4.50*
Freshly Squeezed

Power Juice *7.0*
Freshly Squeezed : Apple; Kiwi; Pineapple; Celery

Lemonade *2.95*

Ayran Yogurt Drink *2.95*

Sparkling Water *2.50*

Bottle water *1.50*

Perrier Water 2.25

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Amin Mohamed Sadek
Business Name	Zeta's Grill
Business Address	2935 N Dysart Road Suite #105
Department Comments	

☑ **Police Department** ☐ **Fire Department**

☐ **Development Services** ☐ **Finance Department**

☑ **Approved** ☐ **Denied**

Jonathon Martin	Lieutenant
E-Signature	**Title**
Jonathon Martin	05/19/20
Name	**Date**

This license is scheduled for the City Council Meeting on: June 15, 2020

Please email form back to the City Clerk's Office by: May 27, 2020

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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Amin Mohamed Sadek
Business Name	Zeta's Grill
Business Address	2935 N Dysart Road Suite #105

Department Comments

No comments

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ☑ **Approved**
- ☐ **Denied**

Jason Napier	Fire Marshal
E-Signature	**Title**
Jason Napier	5-19-2020
Name	**Date**

This license is scheduled for the City Council Meeting on: June 15, 2020

Please email form back to the City Clerk's Office by: May 27, 2020

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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Amin Mohamed Sadek
Business Name	Zeta's Grill
Business Address	2935 N Dysart Road Suite #105

Department Comments

No concerns.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☐ **Development Services**
- ☑ **Finance Department**

- ☑ **Approved**
- ☐ **Denied**

Daniel Vazquez	Privilege Tax Auditor
E-Signature	**Title**
Daniel Vazquez	5/26/2020
Name	**Date**

This license is scheduled for the City Council Meeting on: June 15, 2020

Please email form back to the City Clerk's Office by: May 27, 2020

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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Amin Mohamed Sadek
Business Name	Zeta's Grill
Business Address	2935 N Dysart Road Suite #105

Department Comments

See attached memorandum.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ☑ **Approved**
- ☐ **Denied**

Ken Galica	Division Lead Planner
E-Signature	**Title**
Ken Galica	May 19, 2020
Name	**Date**

This license is scheduled for the City Council Meeting on: June 15, 2020

Please email form back to the City Clerk's Office by: May 27, 2020

Development Services & Engineering Department

DATE: May 19, 2020

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner

SUBJECT: Series 12 (Restaurant) Liquor License
Zeta's Grill
2935 North Dysart Road, Suite 105

Zeta's Grill, a restaurant specializing in Lebanese cuisine, has operated in the Dysart Commons shopping center located at the northeast corner of Dysart Road and Thomas Road since 2014. The restaurant is located in the corner endcap suite of the center's primary inline shops building, south of EoS Fitness. The restaurant has operated with a Series 12 (Restaurant) Liquor License since it opened in 2014. Because of a recent change in the restaurant's ownership structure, issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales to continue on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

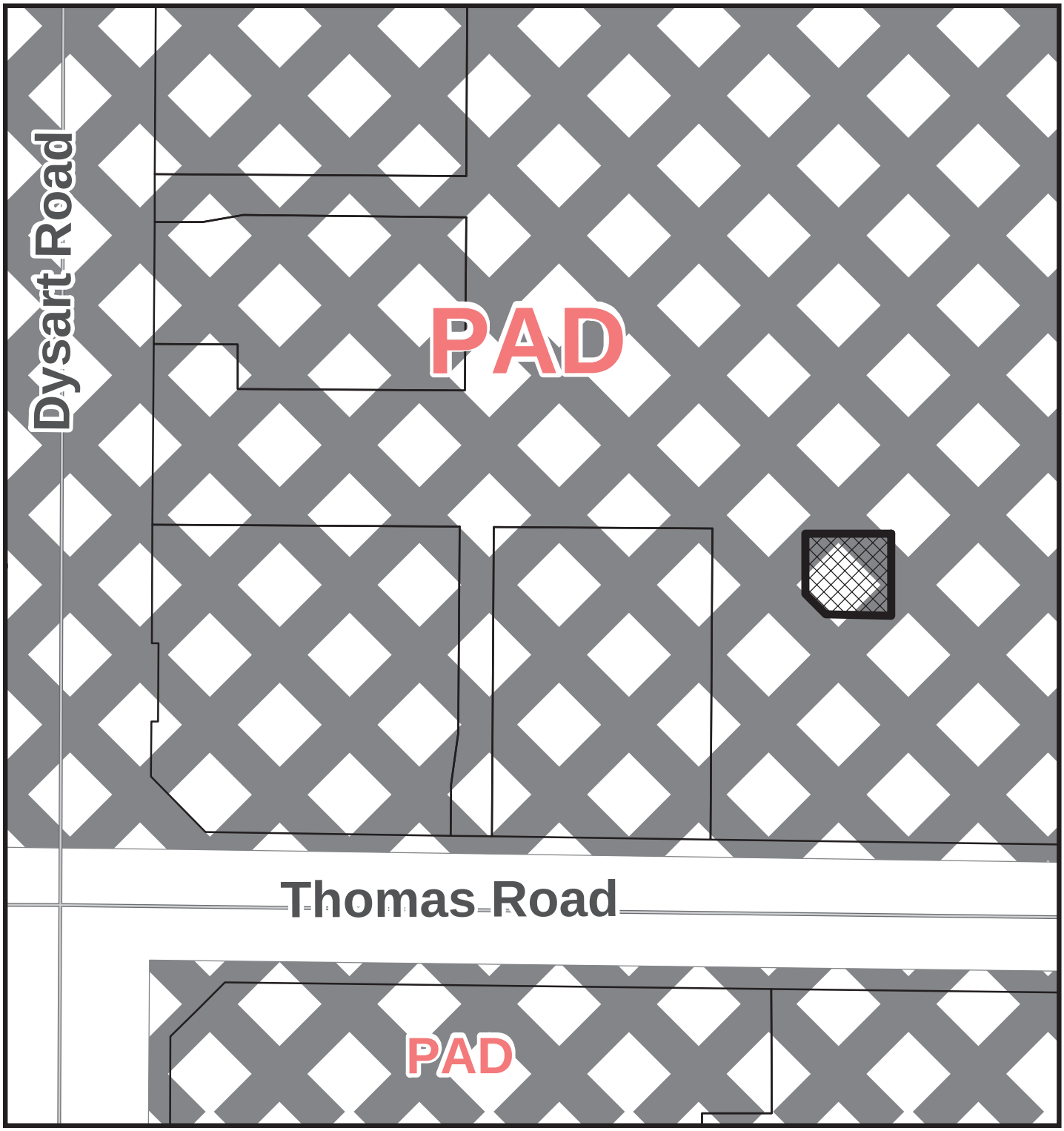
The General Plan designates the property as Local Commercial and the current zoning is Planned Area Development (PAD). Restaurant uses are compatible with both the Local Commercial General Plan designation and the Palm Valley PAD zoning.

Staff recommends approval of this request.

Attachment: Aerial Photograph
Zoning Vicinity Map

Aerial Photograph

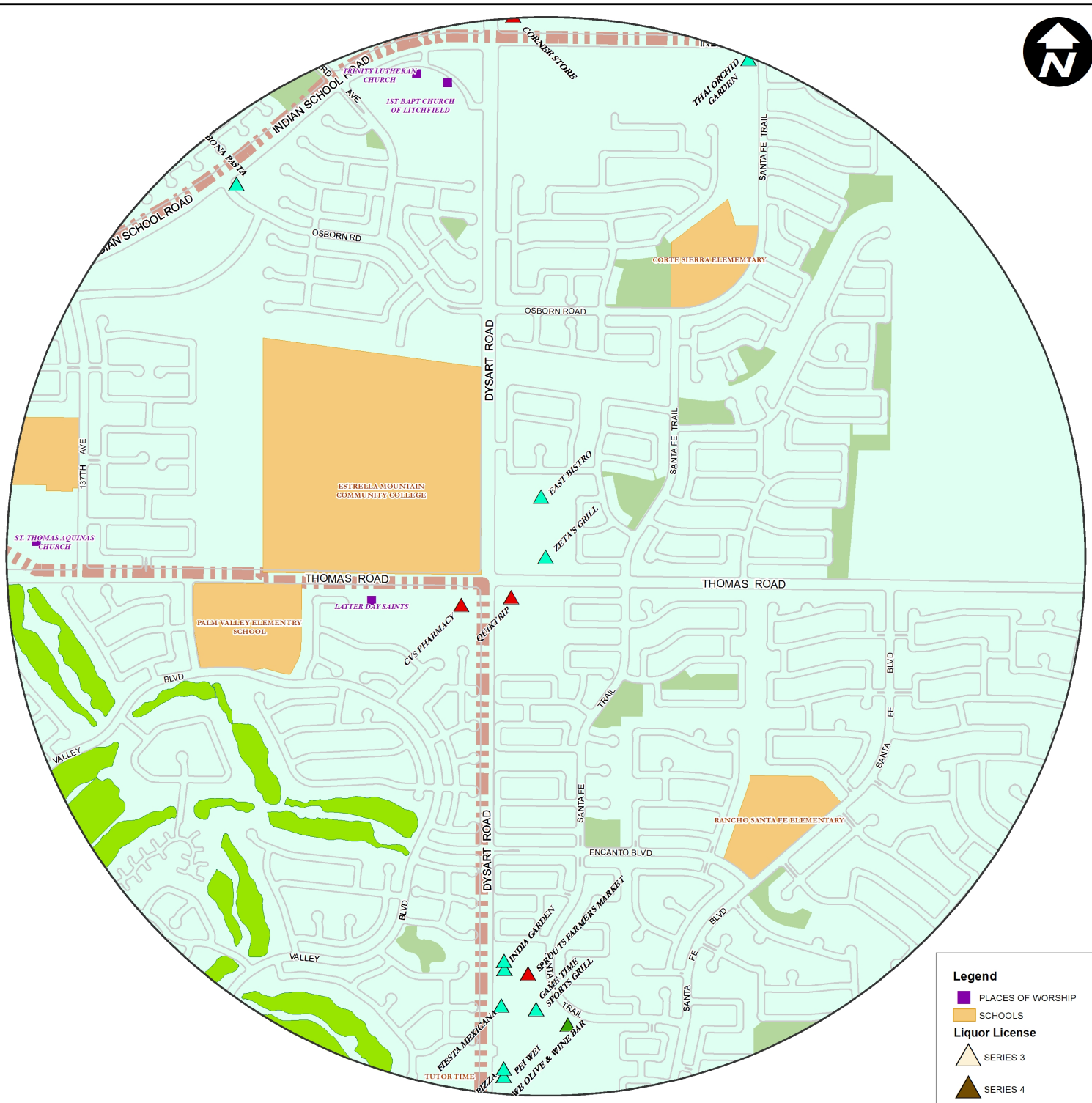
Business Location



Zoning Vicinity Map

Avondale

Business Location



ZETA'S GRILL
2935 N DYSART RD #106
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Information Technology

Zeta's Grill
GRUBHUB
We deliver with Postmates.
Open During COVID-19
PICK-UP & DELIVERY Available
REVIEW US
BOOK US
PEOPLE LOVE US
RECOMMENDED
PULL
PULL
NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MAY 18, 2020
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BY THE AVONDALE CITY COUNCIL
LOCATION:
AVONDALE CITY HALL
CITY COUNCIL CHAMBERS
11465 W CIVIC CENTER DR, AVONDALE
DATE: JUNE 15, 2020
AT 7:00 PM
"SERIES 12 RESTAURANT"
ANN MOHAMED SADIK
2020 N DYSART ROAD #100
AVONDALE, AZ 85392

GRUBHUB
PICK-UP
&
DELIVERY
Available
NOTICE

Item Number: 3.d.

CITY COUNCIL REPORT

SUBJECT: Contributions Assistance Program Fiscal Year 2020-2021 Funding Recommendations

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, (623) 333-2711

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

PURPOSE:
City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $110,000 Contributions Assistance Program fund. The Council will take appropriate action.

BACKGROUND:
The Contributions Assistance Program was established by City Council to provide a supplemental funding source to organizations providing services to the residents of the City of Avondale. The adopted budget for fiscal year 2020-2021 allocates $110,000 for the Contributions Assistance Program. City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2020-2021 includes Councilmember Conde, Councilmember Malone and Councilmember Nielson.

This program continues to be in demand by organizations serving Avondale residents. For fiscal year 2020-2021, applications were received from 29 non-profit agencies requesting a total amount of $237,900.

DISCUSSION:
The Subcommittee reviewed applications on June 2, 2020 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents
- Current, timely and accurate reports from previous recipients
- Ability to generate revenue from other sources
- Services and initiatives that support and address City Council goals
- Services provided at the Care1st Avondale Resource Center

The Subcommittee has made the following funding recommendations:

- A New Leaf, Inc. Siemer- $4,500
- A New Leaf - VITA - $5,600
- Agua Fria Food Bank- $7,000
- Arizona Service Project - $10,000
- AZ Burn Foundation- $2,500
- Benevilla- $2,500

- Boys and Girls Clubs of Metropolitan Phoenix- $5,000
- Community Bridges- $8,500
- Diana Gregory Outreach- $3,000
- Helping Families in Need- $8,000
- Homeless Youth Connection- $5,000
- Jobs for Arizona Graduates- $3,000
- Lutheran Social Services- $7,500
- Maricopa Community College District Foundation - $4,000
- Mission of Mercy- $5,000
- Mutts on a Mission- $1,400
- New Life Center- $7,500
- Pendergast Elementary Community Foundation-$3,500
- Southwest Human Development-$3,000
- Southwest Lending Closet - $3,500
- Southwest Valley YMCA- $5,000
- Trellis-$5,000

10 percent was included in each of these amounts to support the administrative cost associated with each project.

BUDGET IMPACT:

The budget for fiscal year 2020-2021 allocates $110,000 for the Contributions Assistance Program. Funding for the Program is in the non-departmental fund, 101-5300-00-6200.

RECOMMENDATION:

Staff recommends that City Council approve the funding recommendations made by the Council subcommittee for distribution from the Contributions Assistance Program Fund for fiscal year 2020-2021.

Item Number: 3.e.

CITY COUNCIL REPORT

SUBJECT: Resolution 1045-0620 - Designation of Chief Financial Officer for the Annual Expenditure Limitation Reporting System (AELR)

MEETING DATE: 6/15/2020

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 1045-0620 designating the Finance and Budget Director as the Chief Financial Officer for the submittal of the annual expenditure limitation report. The Council will take appropriate action.

BACKGROUND:

The city is required to complete an annual expenditure limitation report (AELR) using the state Auditor General's uniform expenditure reporting system. This reporting system demonstrates the city's compliance with the statutory expenditure limitation.

DISCUSSION:

The city is required to designate an individual as the Chief Financial Officer who is responsible for the submission of the required reports to the Auditor General’s Office. This action names the city's Finance and Budget Director, Lindsey Duncan, as the Chief Financial Officer for these purposes.

BUDGET IMPACT:

There is no budgetary impact associated with this action.

RECOMMENDATION:

Staff recommends Council adopt a Resolution designating the Finance and Budget Director as the Chief Financial Officer for the submission of the annual expenditure limitation report.

RESOLUTION 1045-0620

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DESIGNATING THE CHIEF FINANCIAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

RECITALS:

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, Mayor and Council desires to designate Lindsey Duncan, as the City's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

NOW, THEREFORE, LET IT BE 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. That Lindsey Duncan is hereby designated as the City of Avondale's Chief Fiscal Officer for purposes of submitting the fiscal year 2021 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

CITY OF AVONDALE, an Arizona municipal corporation

_____

Kenneth N. Weise, Mayor

ATTEST:

_____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____

Nicholle Harris, Acting City Attorney

Item Number: 3.f.

CITY COUNCIL REPORT

SUBJECT: Resolution 1039-0620 - First Amendment to Funding Agreement for the Military and Veterans Success Center - West Valley

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, (623) 333-1612

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

PURPOSE:

City Council will consider a request to adopt Resolution 1039-0620 approving the First Amendment to the funding agreement with the Maricopa County Community Colleges District Foundation for the Veterans Success Project. The Council will take appropriate action.

BACKGROUND:

This is a request for City Council to approve the First Amendment to the funding agreement with the Maricopa County Community Colleges District Foundation for the Veterans Success Project.

DISCUSSION:

The City of Avondale, along with other West Valley Communities, supports the Military and Veteran's Success Center. Opened in 2017 and housed at Luke Air Force Base, the mission of the Center is to support transitioning service members, veterans, and their families as the move from military life to civilian life. The purpose of the Center is to support those seeking assistance in providing support with employment, education, housing and other related services.

In January 2018, the City Council approved an intergovernmental agreement with Maricopa Community Colleges providing funding for $20,000 annually through December 2022 for a total of $100,000. This funding was requested to establish an endowment which was to generate interest to be used toward the operations of the center. The Veteran's Success Center staff requested permission to use the funding toward operations rather than the endowment. The IGA amendment allows the center to use the funding in the manner.

BUDGET IMPACT:

Funds for the $20,000 contribution were included in 101-5100-00-6990 in the FY2020 budget.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the funding agreement with the Maricopa County Community Colleges District Foundation for the Veterans Success Project. The City has appropriated $60,000 to date.

RESOLUTION 1039-0620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH MARICOPA COMMUNITY COLLEGES FOUNDATION TO PROVIDE FUNDING FOR THER OPERATION OF THE MILITARY AND VETERAN'S SUCCESS CENTER – WEST VALLEY.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa Community Colleges Foundation (the "MCCF"), apolitical subdivision of the State of Arizona, changing the amount of funding from the County to provide funding for operations of the Military and Veteran's Success Center – West Valley, (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager 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 Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION 1039-0620

[First Amendment]

See following pages.

FIRST AMENDMENT
TO
FUNDING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COMMUNITY COLLEGES FOUNDATION
FOR THE
MILITARY AND VETERANS SUCCESS CENTER – WEST VALLEY

THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT ("First Amendment") is made as of June 15, 2020 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Maricopa County Community College District Foundation d/b/a the Maricopa Community Colleges Foundation, a 501(c)3 institutionally related Foundation for the Maricopa County Community College District (who is a political subdivision of the State of Arizona ("MCCF"). The City and MCCF are also sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City and MCCF entered into a Funding Agreement, dated May 21, 2018, to establish funding by the City to MCCF for the Military and Veteran's Success Center – West Valley. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined it is necessary that funding to the MCCF for the Military and Veteran's Success Center – West Valley, be utilized for operations costs that support the Military and Veteran's Success Center – West Valley.

C. The City and MCCF desire to enter into this First Amendment to amend the purpose of the funding to include operations costs.

AGREEMENT

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

1. **Purpose of Agreement**. The purpose of the Agreement is hereby amended to add funding for operations costs that will provide long term financial support to MCCF for the Veterans Success Protect.

2. **Use of Funds Received from City; Endowment Fund.** In addition to all prior purposes recited in the Agreement, the Agreement is hereby amended to allow funds received by

MCCF from the City, to be utilized for operations to maintain MCCF's Military and Veterans Success Center – West Valley.

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

3. **Non-Default**. By executing this First Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement. Additionally, MCCF affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. **Conflict of Interest**. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles A. Montoya, City Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

"**MCCF**"

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT FOUNDATION
D/B/A MARICOPA COMMUNITY
COLLEGES FOUNDATION

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared _____ _____, the _____ of MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION D/B/A MARICOPA COMMUNITY COLLEGES FOUNDATION, 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 corporation.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

APPROVED AS TO FORM:

By:_____

Name:_____

Title:_____

Item Number: 3.g.

CITY COUNCIL REPORT

SUBJECT: Resolution 1040-0620 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director

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

PURPOSE:

City Council will consider a request to adopt Resolution 1040-0620 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for FY 2020 relating to public transportation services, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. City Council will take the appropriate action.

BACKGROUND:

In 2010, the Maricopa Association of Governments (MAG), on behalf of the City of Avondale (the City), conducted a feasibility study and determined that the operation of a local circulator would benefit the City and the southwest valley region. The City began the Zoom neighborhood circulator service in July 2011 and has seen continued success and increased ridership since its inception. The Zoom runs bi-directionally (clockwise and counterclockwise) around the City of Avondale, as well as into the cities of Tolleson and Goodyear, providing connectivity to fixt routes and greater access to Estrella Mountain Community College and other activity centers.

The Regional Public Transportation Authority (RPTA) is legislatively mandated to implement the transit element of the Regional Transportation Plan developed by MAG, which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan also known as the Transit Life Cycle Program (TLCP). In addition to Council representation at the board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

As part of the TLCP, seven percent of Proposition 400 is required to be used for ADA Paratransit Service. These funds are used to provide paratransit service in Avondale. The funds are also used to provide regional paratransit trips.

DISCUSSION:

The amended and restated agreement outlines the City's costs for operating transportation services.

<u>Zoom Neighborhood Circulator:</u>

Total FY 2021 costs for the Zoom neighborhood circulator service is $2,684,540. Federal Transit Administration funds, CARES Act Funding and fares in the amount of $2,684,540 are applied, leaving the City's share at $0.

Dial-a-Ride:
Valley Metro operates Avondale's Dial-a-Ride service as well as the Regional Dial-a-Ride service to ensure that ADA certified residents are able to make trips in a safe, comfortable manner by providing a door to door service for eligible residents. Valley Metro estimates making 7,701 Dial-a-Ride trips during FY2021 at a cost of $457,375. FTA Funds and Fares are anticipated in the amount of $30,806, CARES Act funds in the amount of $287,342, and Public Transportation Funds (PTF) are anticipated in the amount of $139,277, leaving Avondale's share at $0.

RideChoice:
RideChoice allows ADA certified riders a non-shared ride option, however, the number of rides permitted each month is capped. The average cost of a RideChoice trip is cheaper to both the rider and the City. Valley Metro anticipates making 8,768 trips during FY21 at a cost of $203,699. Fares are anticipated in the amount of $26,100, PTF funds are anticipated in the amount of $57,966, and CARES Act funding in the amount of $119,633 leaving Avondale's share at $0.

Express Service:
The 562 and 563 Express service runs from the City's transit center to downtown Phoenix and provides four trips into Phoenix and four return trips to the transit center. Total cost for the Express service is $273,671 covered by funds from fares and the CARES Act.

Regional Routes:
Routes 3 (Van Buren) and 17 (McDowell) also run through the City of Avondale. The total cost for these routes is $1,170,507 is covered by fares and funds from the CARES Act. The cost to the City is $183,200.

STRATEGIC PLAN ALIGNMENT
Strategic Initiative:
Foster Sustainable Community Development

Strategic Goal:
Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

BUDGET IMPACT:
The total estimated cost to the City of Avondale for Fiscal Year 2021 for Zoom and Paratransit services combined is $183,200. Funding for these services are available in the Transit Contractual Obligations Fund 215-5113-00-6251.

RECOMMENDATION:
Staff recommends adoption of a Resolution to approve an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for FY 2021 relating to public transportation services, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 1040-0620

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2021 (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1040-0620

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT

BETWEEN

THE CITY OF AVONDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 106-75-2021

This Amendment dated July 1, 2020, amends the following items of the Transit Services Agreement Contract #106-75-2020 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1 2016, as amended by that certain Amendment dated July 1, 2017, as amended July 1, 2018, as amended March 19, 2019, as amended July 1, 2019, and as amended August 28, 2019 (collectively, the "Agreement").

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2019.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2019.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2019.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2019.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2019.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2019.

All other terms of the Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael J. Minnaugh, General Counsel

CITY OF AVONDALE

By: _____

Kenneth Weise, Mayor

By: _____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____

Nicholle Harris, Acting City Attorney

SCHEDULE "A" <u>REGIONALLY FUNDED FIXED ROUTE BUS SERVICE</u>

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$183,200.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY21 Fixed Route Bus Estimate						
RPTA Operated in the City of Avondale						
PTF Funded						
Funding	**RPTA**					
Level	**Route**	**Annual Miles**	**Gross Cost**	**Fares**	**CARES Act**	**Net Cost**
W	562	9,395	$74,478	-	($74,478)	-
W	563	25,128	199,193	(3,824)	(195,369)	-
Grand Total		**34,523**	**$273,671**	**($3,824)**	**($269,847)**	**$0**

FY21 Fixed Route Bus Estimate						
Phoenix Operated in the City of Avondale						
PTF Funded						
Funding	**RPTA**					
Level	**Route**	**Annual Miles**	**Gross Cost**	**Fares**	**CARES Act**	**Net Cost**
W	3	76,144	$591,319	($19,675)	($480,098)	$91,546
W	17	61,012	473,807	(14,319)	(384,688)	74,799
S	3	7,764	60,291	(1,452)	(48,951)	9,888
S	17	5,806	45,089	(1,515)	(36,608)	6,966
Grand Total		**150,725**	**$1,170,507**	**($36,962)**	**($950,345)**	**$183,200**

SCHEDULE "B" – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2020 to June 30, 2021 the City of Avondale will pay the Regional Public Transportation Authority **$0.00** for local share of bus service on the Zoom Route in Avondale. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY21 Fixed Route Bus Estimate							
RPTA Operated in the City of Avondale							
Avondale Funded							
Funding	**Avon**						
Level	**Route**	**Annual Miles**	**Gross Costs**	**Fares**	**Op Assist**	**CARE$ Act**	**Net Cost**
W	ZOOM	348,610	$1,992,991	($16,749)		($1,976,241)	-
S	ZOOM	57,183	326,914	(4,416)		(322,498)	-
H	ZOOM	63,781	364,635	(942)		(363,693)	-
Grand Total		**469,575**	**$2,684,540**	**($22,108)**	**$0**	**($2,662,432)**	**$0**

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICE

Section 1: Sources of Project Operating Budget

For the period from July 1, 2020 through June 30, 2021, the Member will pay RPTA a total of **$0.00** for the provision of ADA mandated paratransit services. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY21 Paratransit Service
Funded by City of Avondale

	Paratransit
Trips	
Paratransit Trips	7,701
Total	7,701
Cost:	
Contractor Transportation Cost	$432,707
RPTA Salaries, Fringes & OHD	$13,658
Contract Contingency	$11,010
Total Gross Program Cost	**$457,375**
Total Fare Revenue	($30,806)
CARES Act Federal funding	($287,342)
Total Net Program Cost Before PTF	**$139,227**
Cost for ADA Service	$139,227
Cost for Non-ADA Service	$0
Net Program Cost	**$139,227**
PTF Balance Available	$265,905
PTF Applied	$139,227
Member City Contributions:	
ADA-Costs	$0
Non-ADA Costs	$0
Total Member City Contribution	**$0**

SCHEDULE "D" – RIDE CHOICE

The City of Avondale agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2020-2021. The City of Avondale shall fund this project in the amount of **$0.00** for the period July 1, 2020 to June 30, 2021. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY21 RideChoice Service
Funded by City of Avondale

	RideChoice
Trips:	
Ride Choice Trips	8,768
Total Trips	8,768
Cost:	
Gross Contractor Transportation Cost	$186,268
RPTA Salaries, Fringes & OHD	$17,431
Total Gross Program Cost	**$203,699**
Total Fare Revenue	($26,100)
CARES Act Federal funding	($119,633)
Total Net Program Cost before PTF	**$57,966**
PTF Available	$126,679
PTF Applied	$57,966
Member City Contributions:	
RideChoice Costs	$0
Member City Contribution	**$0**

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ACT) PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2020 to June 30, 2021 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **$265,905.00.** The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$265,905.00**

Item Number: 3.h.

CITY COUNCIL REPORT

SUBJECT: Resolution 1041-0620 - Second Amendment to the Intergovernmental Agreement with the City of Glendale for Landfill Services

MEETING DATE: 6/15/2020

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 1041-0620 approving the second amendment to the Intergovernmental Agreement with the City of Glendale relating to landfill disposal services and authorize the Mayor, or City Manager and the City Clerk to execute the necessary documents. The City Council will take appropriate action.

BACKGROUND:

The City of Avondale currently utilizes the City of Glendale landfill to dispose of refuse. The Glendale landfill is located on Glendale Avenue, approximately three miles north of the City of Avondale boundary. This proximity is advantageous for the City, keeping fuel costs low and allowing for quick turnaround for sanitation routes.

City Council approved Contract Number C-9156, dated August 12, 2014, authorizing an Intergovernmental Agreement (IGA) with the City of Glendale for landfill disposal services. The original term of the IGA was through June 30, 2018. The IGA was extendable for an additional three years if agreed upon by both parties and executed in writing. On November 20, 2017, Avondale and Glendale entered into a Letter of Agreement increasing the rate for evacuating Freon containing units from $12.00 a unit to $15.00 per unit effective November 1, 2017. On July 31, 2019 the term of the Agreement was officially extended through June 30, 2021 and the tipping fees per ton were updated with specific annual increases through June 30, 2020. The increase for the final term was to be determined. The tipping fee for the final term is the second amendment to the IGA before City Council tonight.

DISCUSSION:

This second amendment sets the tipping fee for the final term of the agreement. All other terms and conditions of the IGA remain unchanged. The IGA tipping fees and the fees negotiated under the amendments are as follows:

TIPPING FEES ORIGINAL IGA
July 1, 2014 through June 30, 2015 --- $25.00 per ton
July 1, 2015 through June 30, 2016 --- $25.00 per ton
July 1, 2016 through June 30, 2017 --- $25.50 per ton
July 1, 2017 through June 30, 2018 --- $26.00 per ton

TIPPING FEES FIRST AMENDMENT
July 1, 2018 through June 30, 2019 --- $27.50 per ton
July 1, 2019 through June 30, 2020 --- $28.25 per ton
July 1, 2020 through June 30, 2021 --- TBD

TIPPING FEES SECOND AMENDMENT
July 1, 2020 through June 30, 2021 --- $29.25 per ton

BUDGET IMPACT:

The increase in tipping fees was incorporated in the fiscal year 2020/21 budget recommendation. Funding for this item is in line Item 6150 - Landfill Fees; and are subject to annual budget authority.

- 520-6800-00-6150, Solid Waste - Contained
- 520-6820-00-6150, Solid Waste - Uncontained
- 201-6600-00-6150, Streets

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving the second amendment to the Intergovernmental Agreement with the City of Glendale relating to landfill disposal services and authorize the Mayor, or City Manager and the City Clerk to execute the necessary documents

RESOLUTION 1041-0620

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO LANDFILL DISPOSAL SERVICES.

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

SECTION 1. The Amendment No. 2 to the Intergovernmental Agreement with the City of Glendale relating to landfill disposal services (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION 1041-0620

[Amendment No. 2]

See following pages.

AMENDMENT NO. 2
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES
(Contract No. C-9156)

This Amendment No. 2 ("Amendment") to the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE AND THE CITY OF GLENDALE FOR LANDFILL DISPOSAL SERVICES ("Agreement") is made this _____ day of _____, 20 , ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("Glendale") and City of Avondale , an Arizona municipal corporation authorized to do business in Arizona ("Avondale").

RECITALS

A. Glendale and Avondale previously entered into an Intergovernmental Agreement for Landfill Disposal Services, Contract No. C-9156, dated August 12, 2014 ("Agreement"); and

B. Glendale and Avondale entered into a Letter of Agreement increasing the rate for evacuating Freon containing units from $12.00 a unit to $15.00 a unit effective November 1, 2017; and

C. Under Section 4.1 of the original IGA, the Agreement remained in effect until June 30, 2018. The IGA could be extended on terms and conditions acceptable to both Glendale and Avondale for an additional term of three years, if the extension was contained in a written agreement signed by both of the parties;

D. On July 31, 2019, the term of the Agreement was extended through June 30, 2021 and the tipping fee was increased.

E.. Glendale and Avondale wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Glendale and Avondale hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged.

3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The Tipping Fees contained in Section 3.3 of the original IGA are amended as follows:

4.1 Tipping Fees.

A. The Tipping Fee for disposal services at the Glendale Landfill shall be as follows:

Tipping Fee	Effective Date
$29.25	July 1, 2020 through June 30, 2021

B. This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

5. **Insurance Certificate. The insurance requirements of the IGA are unchanged.**

6. **Non-discrimination.** Avondale must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Avondale will require any Sub-contractor to be bound to the same requirements as stated within this section. Avondale and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel**. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) (if applicable to this agreement) is unenforceable and Glendale will take no action to enforce it.

8. **Attestation of PCI Compliance.** When applicable, Avondale will provide Glendale annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Avondale with oversight responsibility.

9. **Ratification of Agreement.** Glendale and Avondale hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

_____

Kevin R. Phelps, City Manager

ATTEST:

_____

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

CITY OF AVONDALE, an Arizona municipal corporation

_____

By: Charles A. Montoya

Its: City Manager

ATTEST:

_____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____

Nicholle Harris, Acting City Attorney

Item Number: 3.i.

CITY COUNCIL REPORT

SUBJECT: Resolution 1042-0620 - Third Amendment to the Intergovernmental Agreement with the City of Phoenix for Recycling Services

MEETING DATE: 6/15/2020

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 1042-0620 authorizing the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

The City of Avondale provides once a week curbside recycling service to over 22,000 households. Annually, the city collects approximately 5,000 tons of recycling materials. Through an Intergovernmental Agreement (IGA) originally adopted on June 20, 2016, the recycling materials are delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed at the facility they are sold on the open market. The agreement provided for revenue and expense sharing based on a blended recyclables market rate.

The IGA was originally amended effective July 1, 2018 to update the processing fee and revenue sharing formulas to adjust to the changing recyclables market. A major shift occurred after China's "National Sword" Policy was enacted on January 1, 2019. Under this policy, China enforced bans on 24 types of solid waste and recyclables, including various plastics and unsorted mixed papers, and set a much tougher standard for contamination levels.

As a result of the market shift, on June 22, 2019, City Council approved Resolution 3517-119 for an Amendment to the Intergovernmental Agreement with the City of Phoenix for Processing Recyclable Materials. The City of Phoenix requested the adjustment as the cost of processing materials was exceeding the price for which they could be sold on the open market. Staff negotiated the new terms agreeing on a rate that was fair for both parties and would allow the partnership to continue. The agreement had an initial three-year term through June 30, 2019 and was renewable in one-year increments through June of 2021.

DISCUSSION:

The recycling markets continue to be volatile. Commodity prices for cardboard, plastics, metals and paper have all continued to fall over the last five years. The paper markets have seen an uptick in the last few months, slightly increasing the blended rate in the last quarter of the fiscal year.
Over the last year some cities have suspended or discontinued their recycling program. However, the majority of cities are still offering recycling. Staff has carefully considered these options and recommends

continuing the relationship with Phoenix through the IGA. We believe that continuing to provide recycling and consistent service is very important to our citizens in these very uncertain times.

Staff believes keeping our program operational is in the best interest of both parties and keeps Avondale's options open. However, we do realize that the program must be financially viable. Staff has been monitoring the cost of the program over the last fiscal year. The following indicates the per ton price paid by quarter and the related cost for processing recyclables.

	Rate	Cost	
Q1	$ 8.74	$ 10,699.68	
Q2	$21.82	$ 27,818.32	
Q3	$37.82	$ 48,357.41	
Q4	$30.41	$ 41,053.50	(estimated)
		Total $127,928.91	

Although the per ton price in Q3 & Q4 exceeded the landfill price of $28.25 per ton, overall the fiscal year expenses of $127,928.91 are estimated to be $17,000 less than what would have been paid if we diverted the recyclables to the landfill for the year. This third amendment to the IGA, continues the revenue and expense sharing agreement. The amendment reflects an increase in the processing fee from $70 to $77 per ton through the final term. The blended rate will continue to be updated quarterly reflecting the commodities market rates.

Staff has been in discussions with the City of Phoenix staff considering the future predictions for the commodities market. Predictions currently indicate an improvement in the commodities market. However, with cyclical economic/residential growth patterns and unknown long-term economic impacts of the pandemic, accurately predicting the recyclable market is very difficult. The recycling industry has been making adjustments to try and keep recycling programs viable throughout the country. Staff will continue to closely manage the recycling program, not only on an operational level but also analyzing how the ebbs and flows of the commodities market are affecting program expenses.

A review of sanitation rates is planned for this fall which will include an analysis of the long-term fiscal viability of recycling services. Staff will work closely with the Finance Department during this process to analyze how the program costs will affect sanitation rates. When the rate study is complete and as the agreement reaches the end of the final term, staff will return to Council to discuss the recycling program and a continued recycling partnership with Phoenix.

BUDGET IMPACT:

Council approved funding for the recycling processing fees in the fiscal year 2020/2021 budget. Costs associated with these charges will be paid from Solid Waste account 520-6830-00-6151, Recycling Fees.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the Third Amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

RESOLUTION 1042-0620

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

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

SECTION 1. The Amendment No. 3 to the Intergovernmental Agreement with the City of Phoenix relating to processing of recyclable materials (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION 1042-0620

[Amendment No. 3]

See following pages.

	CONTRACT AMENDMENT	**CITY OF PHOENIX** Public Works/Procurement 200 W. Washington St. 7th Floor Phoenix, AZ 85003

Date	May 11, 2020
City Clerk Contract No.	143194
Ordinance # and Date	S-42735 – 06/22/2016 S-45572 – 04/17/2019
Amendment No.	3
Contract Title	Avondale for Processing of Recyclable Materials
With	City of Avondale
Contact Info	Javier Machuca, jmachuca@avondaleaz.gov
City Contact Name	Eduardo Rodriguez
Telephone No.	602-495-5362
Email	Eduardo.rodriguez@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. In accordance with Intergovernmental Agreement (Section 2, Term, Page 3), the contract term is extended from July 1, 2020 through June 30, 2021.

   There are no more options to extend.

2. In accordance with Intergovernmental Agreement (Section 13, 13.1, Charge or Rebate) The following updated Price Schedule replaces the existing Price Schedule, with an effective date of July 1, 2020.

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	$77.00 per ton	07/01/2020-6/30/2021
Item 2	Average Quarterly Outbound Blended Rate	$34.59 per ton	Q3 07/01/2020-09/30/2020
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	20% $5.00 Credit Per Ton	07/01/2020-6/30/2021

3. Changes to Compensation. Section 13, 13.1, Charge or Rebate, paragraph four is deleted it in its entirety and replaced with the following:

   The Processing Fee is based on a negotiated amount between the MRF Operator and the City of Phoenix which is in addition to Phoenix expenses. The Processing Fee will be adjusted by amending this Agreement whenever the negotiated amount between the MRF Operator and Phoenix increases or decreases. Below is a sample table to be used as a reference to illustrate calculation of potential future charges and rebates:

	CONTRACT AMENDMENT	**CITY OF PHOENIX** Public Works/Procurement 200 W. Washington St. 7th Floor Phoenix, AZ 85003

SAMPLE SCENARIO			
Quarterly Outbound Blended Rate per Ton	Audited Reject Credit	Less Recycling Plant Processing Fee	Rebate = + Charge = -
$77.00/ton	$0.00/ton (Audited Reject Content 20% to 35%)	$-77.00/ton	No Rebate No Charge
$28.18/ton	$0.00/ton (Audited Reject Content 20% to 35%)	$-77.00/ton	$-48.82/ton Charge
$80.00/ton	$5.00/ton (Audited Reject Content 0% to 19%)	$-77.00/ton	$+8.00/ton Rebate (50/50 Revenue Share)

4. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME

City of Avondale

_____
Signature

_____
Printed Name

_____
Title

_____
Date:

_____
City Clerk

City of Phoenix, a municipal corporation
Ed Zuercher, City Manager

By:_____
Director Name: Ginger Spencer
Director Title: Public Works Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Acting City Attorney

Item Number: 3.j.

CITY COUNCIL REPORT

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

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director, (623) 333-2218

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

PURPOSE:

City Council will consider a request to approve the Judicial Advisory Board's recommendation of reappointment of Craig L. Jennings as the Presiding Judge and approve a Professional Services and Employment Agreement for an additional two-year appointment and authorize the Mayor and the City Clerk to execute the agreement. The Council will take appropriate action.

BACKGROUND:

On July 7, 2014, City Council initially appointed Craig L. Jennings as the Presiding Judge of the Municipal Court. Judge Jennings was then reappointed by City Council on August 8, 2016 and August 13, 2018.

As required in Article II of the City Code, the Judicial Advisory Board met on 05/04/2020 and 05/18/2020 to conduct the required reappointment evaluation. The Board has unanimously recommended reappointment of Craig L. Jennings as the Presiding Judge of the Municipal Court.

DISCUSSION:

The employment agreement with Judge Jennings covers the period from August 14, 2020 through August 13, 2022, providing for the two-year term required by the City Charter. Because the City is not allowed to modify the Judge's compensation during his term, any increases that City Council intends to apply to the Judge must be in the contract at the beginning of the term. The proposed employment agreement provides for an increase in his base compensation to $188,451.37 annually and a $15,000 annual contribution on his behalf to the City's 457 deferred compensation plan.

BUDGET IMPACT:

Funding for this agreement is in the Courts Budget in Fund 101-6200-00-5000 Personnel Services.

RECOMMENDATION:

Staff recommends approval of the attached employment agreement with Craig L. Jennings for a two-year appointment as Presiding Judge and authorize the Mayor and City Clerk to execute the agreement documents.

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAIG L. JENNINGS
(Effective August 14, 2020)

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on June 1, 2020, by and between the City of Avondale, an Arizona municipal corporation (the "City") and Mr. Craig L. Jennings ("Employee").

RECITALS

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

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

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

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

AGREEMENT

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

1. Term. This Agreement shall be effective on August 14, 2020 and shall remain in full force and effect through August 13, 2022 unless sooner terminated for cause as set forth in Section 5 below. After commencing his official duties, and thereafter during the term of this Agreement, Employee shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than the position of Presiding Judge unless authorized to do so by the City Council, in writing, prior to Employee engaging in such other activity; provided, however, that any such additional duties shall be conducted outside of regular work hours or on Employee's vacation time and without the use of City resources or equipment.

2. Compensation.

2.1 Base Salary. Employee shall be paid $188,451.37 annually (in 26 equal installments, paid every two weeks) ("Base Salary") for each 12-month period between August 14, 2020, and August 13, 2022 unless increased pursuant to this Subsection. In the event that the City's FY 2021-2022 annual budget includes a cost-of-living increase for all unrepresented employees (a "COLA"), the Employee shall be entitled to an increase in Base Salary equal to the percentage of the COLA, beginning with the first pay period of FY 2021-2022. Employee expressly agrees and understands that no adjustment to his Base Salary shall occur relative to any merit increases provided to City employees as part of the FY 2020-2021 or the FY 2021-2022 annual budgets.

2.2 Deferred Compensation. In addition to any amounts contributed by Employee, the City shall contribute $15,000 for each 12-month period between August 14, 2020, and August 13, 2022, into an account on Employee's behalf for a 457 plan offered by the City. Such contributions shall be in 26 equal bi-monthly installments. Any catch-up amounts permitted by the plan shall be made separately by Employee. The City further agrees to transfer ownership of Employee's 457 plan account to any succeeding employer in the event of Employee's termination from the City, for any reason.

2.3 Employee Benefits. Employee shall accrue and exercise benefits at the rate of a department head under Chapter 6 of the City of Avondale Personnel Policies and Procedures Manual (the "Policy Manual").

2.4 Cellular Telephone Stipend. The City shall pay Employee a monthly cell phone stipend consistent with other management employees of the City and according to the current Policy Manual and/or Administrative Policies.

2.5 Reduction of Benefits. Employee agrees and understands that changes to employee benefits affecting all City department heads shall not be deemed a reduction in benefits.

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

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

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

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

3.4 Court Administration. Employee shall, through the Court Administrator, act as the Chief Administrative Officer over the City Court and shall abide by the rules and regulations of the City, including the City's adopted Policy Manual and any administrative policy or procedure required by the City Manager. Employee shall, through the Court Administrator, be responsible for administering the budget of the City Court and for preparing and submitting for approval an annual budget in accordance with established City procedures.

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

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

5. Termination. During the term of this Agreement, Employee may be removed from office by the City Council for cause, including violation of this Agreement. Notice of removal of office shall be delivered in writing to Employee, and Employee shall have the right to request a hearing before the City Council. Employee may terminate this Agreement and resign his appointment as Presiding Judge upon 30 days' written notice to the City Mayor and the City Manager.

6. Professional Development.

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

the City Court.

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

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

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

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Susan Segal
If to Employee:	To the then-current address on file with the City's Human Resources Department.

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

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

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

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

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

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

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

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

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

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

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

this Agreement.

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

21. Counsel Assistance; Fair Interpretation.

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

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

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

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

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

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

EMPLOYEE:

_____

Craig L. Jennings

CITY:

CITY OF AVONDALE, an Arizona municipal corporation

_____

Kenneth N. Weise, Mayor

ATTEST:

_____

Marcella Carillo, City Clerk

Item Number: 3.k.

CITY COUNCIL REPORT

SUBJECT: Water Storage Agreement - Central Arizona Water Conservation District - Tonopah Desert Recharge Project

MEETING DATE: 6/15/2020

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 Tonopah Desert 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 Tonopah Desert Recharge Project (TDRP), an underground storage facility that is located in the Hassayampa Sub-basin of the Phoenix Active Management Area in western Maricopa County. The Arizona Department of Water Resources issued a permit which authorizes the underground storage of a maximum of 150,000 acre-feet annually at the TDRP.

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 approved two similar Water Storage Agreements with CAWCD on March 18, 2020 for the Hieroglyphic Mountain and the Agua Fria Recharge Project storage facilities. This third agreement will expand our options and the storage capacity available to Avondale for capturing Long Term Storage Credits.

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 Tonopah Desert 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
TONOPAH DESERT 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 has constructed and is responsible for operating the Tonopah Desert Recharge Project (the “TDRP”), an underground storage facility that is located in the Hassayampa Sub-basin of the Phoenix Active Management Area in western Maricopa County.

2.2 ADWR has issued CAWCD a Constructed Underground Storage Facility Permit (Permit No. 71-593305.0003) for the TDRP. The permit authorizes the underground storage of a maximum of 150,000 acre-feet of water for the first four years and 87,500 acre-feet per year for the next 16 years at the TDRP. The TDRP 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 TDRP and CAWCD agrees to make available unused storage capacity at the TDRP 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 TDRP: The constructed underground storage facility, constructed and operated by CAWCD pursuant to the Permit, which is located in portions of Sections NW ¼ of the NE ¼; SW ¼ of the NE ¼ and the W ½ of Section 33, T. 3N, R. 7W and the NW ¼ of Section 4, T. 2N, R. 7W, GSRB&M, Maricopa County, Arizona.

3.4 TDRP TURNOUT STRUCTURE: The point at which Avondale Water is diverted from the CAP canal for delivery into the TDRP.

3.5 AVONDALE WATER: CAP water scheduled by Avondale under the terms of its Excess Water Contract and/or CAP Water Service Subcontract.

3.6 PARTY/PARTIES: Either one or both of the parties to this Agreement.

3.7 PERMIT: The Constructed Underground Storage Facility Permit issued by the ADWR for the TDRP, Permit No. 71-593305.0003.

4. SCOPE:

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

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

6.3 CAWCD's storage of Avondale Water at the TDRP 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 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 TDRP 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 TDRP 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 TDRP 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 TDRP 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 the use of TDRP 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 TDRP.

9.2 CAWCD shall retain sole responsibility and authority for decisions relating to the TDRP 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 TDRP or the rights of Avondale.

10. DESTRUCTION/RECONSTRUCTION OF THE TDRP:

In the event of destruction of all or part of the TDRP, CAWCD may repair or reconstruct the TDRP, 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 TDRP 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 TDRP. 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 TDRP using the method indicated in the Permits or using actual measurements, when available. Any other losses in the TDRP shall be calculated using generally accepted engineering practices.

11.4 All losses that occur at the TDRP, other than by evaporation, will be calculated using generally accepted engineering practices and water-level readings from the gages in the basins.

11.5 CAWCD shall prepare a monthly water accounting report of water stored at the TDRP 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 TDRP 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 TDRP 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 use of the TDRP, 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. Section 45-898.01; and provided, further, however, that Avondale indemnification shall only extend to the

percentage of degradation attributable to the water stored on behalf of Avondale at the TDRP under the terms of this Agreement. Avondale retains the right to claims over or against any other entity, including CAWCD, storing water in the TDRP 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 TDRP, 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 TDRP as measured at the TDRP Turnout 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 TDRP.

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 TDRP 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 TDRP.

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

15.4 Liability, as described in Section 12 related to water stored in the TDRP 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 TDRP 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 required by Arizona State law, and Employer’s 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 TDRP. 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 failure by Avondale or CAWCD to adhere to 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 Avondale or CAWCD, then, within thirty (30) days following notice of such default either Party may cure the 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, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, 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:

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, and Article 1. In the event of a conflict between this Agreement and the 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 LAW:

The laws of the State of Arizona shall govern this Agreement.

22. BINDING OBLIGATIONS:

All of the obligations set forth in this 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 TDRP capacity use rights hereunder of Avondale be used by another party. CAWCD retains the right to sell, lease, assign or otherwise convey its ownership of the TDRP 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 leasing of TDRP 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.

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By:_____
Lisa A. Atkins, President

Attest: _____
Sharon B. Megdal, Secretary

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

CITY OF AVONDALE

By:_____

Its:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Item Number: 3.I.

CITY COUNCIL REPORT

SUBJECT: Fifth Amendment to the Office Lease With the University of Medical Sciences Arizona

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Ken Chapa, Economic Development Director (623) 333-1411

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

PURPOSE:

City Council will consider a request to approve the Fifth Amendment to the Office Lease with the University of Medical Sciences Arizona to remain in the space on a month to month lease until December 31, 2020 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

September 11, 2013 the City of Avondale acquired the property at 125 S. Avondale Boulevard and assumed the lease dated February 27, 2013 between LB CMT 2007-C3 Office 125, LLC (Landlord) and University of Medical Sciences, an Arizona non-profit corporation (Tenant). The lease has been amended four separate times to extend the lease term. The Fourth Amendment signed September 17, 2018 extended the lease for a total of 87 months after the Commencement Date.

DISCUSSION:

The Fifth Amendment to the Office Lease will extend the lease until December 31st, 2020. The lease will be month to month and either party may cancel with a 30 days written notice.

The Amendment will allow the University of Medical Sciences of Arizona time to locate a replacement property while providing ongoing revenue to the City of Avondale.

The City desires to expand the facility in the near future for the Information Technology Department therefore will not be leasing the space to another tenant.

BUDGET IMPACT:

City will receive monthly rental income of $4,897.50.

RECOMMENDATION:

Staff recommends Approval of the Fifth Amendment to extend the Office Lease to December 31, 2020.

FIFTH AMENDMENT
TO
OFFICE LEASE
BETWEEN
THE CITY OF AVONDALE
AND
UNIVERSITY OF MEDICAL SCIENCES ARIZONA

THIS FIFTH AMENDMENT TO OFFICE LEASE (this "Fifth Amendment") is entered into as of the Effective Date by and between the City of Avondale, an Arizona municipal corporation ("Landlord"), and University of Medical Sciences Arizona, an Arizona nonprofit corporation ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties." The "Effective Date" shall be the date upon which the last of the Landlord and Tenant execute this Amendment.

RECITALS

A. Landlord, as successor in interest, and Tenant entered into that certain Office Lease dated February 27, 2013, as amended (collectively, the "Lease"), regarding that certain Premises more particularly described in the Lease. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Lease.

B. The Parties desire to amend the Lease as set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the faith full performance thereof and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Amendment to Lease. The Lease is hereby amended as follows:

(a) Paragraph 1.6, "Expiration Date," is hereby deleted in its entirety and replaced as follows:

"Expiration Date: The last day of the eighty-seventh (87th) full calendar month after the Commencement Date"

(b) The parties agree that the lease may be extended on a month to month basis commencing on the first day of the 88th month after the Commencement Date and expiring on

December 31, 2020. Either party may terminate the lease upon giving the other party thirty (30) days written notice of its intent to terminate the lease.

(c) Paragraph 1.9, "Base Rent," is hereby deleted in its entirety and replaced as follows:

Lease Year/Months	Annual Base Rent	Monthly Base Rent
1	$47,342.50	$3,945.21
2	$48,975.00	$4,081.25
3	$50,607.50	$4,217.29
4	$53,872.56	$4,489.38
5 (months 52 through 87 from and after the Commencement Date)	$58,770.00	$4,897.50

The Base rent shall remain the same as for the year 5 period above.

4. Memorandum of Lease Acknowledgment. Tenant hereby acknowledges that in accordance with ARIZ. REV. STAT. § 42-6202(C), Landlord will record a memorandum of the Fifth Amendment in the Maricopa County Recorder's Office.

5. Right of First Offer. The Right of First Offer paragraph shall be deleted.

6. Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation of this Fifth Amendment. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Tenant. The foregoing indemnities shall survive the expiration or earlier termination of the Lease.

7. Effect of Amendment. Except as specifically modified by this Fifth Amendment, the Lease remains in full force and effect and is in all events ratified, confirmed and approved.

8. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Fifth Amendment and the Lease, the documents shall govern in the order listed herein.

9. Non-Default. By executing this Fifth Amendment, Tenant affirmatively asserts that (i) Landlord is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Lease and (ii) any and all claims, known and unknown, relating to the Lease and existing on or before the date of this Fifth Amendment are forever waived.

10. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment as of the last date set forth under the signatures of the Parties below.

"LANDLORD"

CITY OF AVONDALE, an
Arizona municipal corporation

_____
Charles Montoya, City Manager

Date: _____

ATTEST:

_____
Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2020, by _____, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"TENANT"

UNIVERSITY OF MEDICAL SCIENCES ARIZONA,
an Arizona nonprofit corporation

By: [redacted]

Name: Kenneth Pitts

Title: CFO

Date: June 4th 2020

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on June 4, 2020, by Kenneth Pitts, as CFO of UNIVERSITY OF MEDICAL SCIENCES ARIZONA, an Arizona nonprofit corporation, on behalf of the corporation.

DOLORES MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 4, 2020

(affix notary seal here)

[redacted]

Notary Public in and for the State of Arizona

Item Number: 3.m.

CITY COUNCIL REPORT

SUBJECT: Wired Telecommunications license and right-of-way use agreement with Crown Castle Fiber LLC

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Kevin Murphy, PE, Director of Development and Engineering Services, (623) 333-4011

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

PURPOSE:

City Council will consider a request to approve a new Wired Telecommunications License and Right of Way Use Agreement with Crown Castle Fiber LLC to allow the placement of fiber telecommunication infrastructure in the City right of way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Crown Castle Fiber LLC provides telecommunications services use for high-speed or large corporations. With recent West Valley expansion, Crown Castle desires to install and construct fiber telecommunication infrastructure within the City's right-of-way to provide telecommunications services to businesses within the region. This is part of a currently planned project Crown Castle Fiber LLC has to place infrastructure within Avondale along with other West Valley Cities.

DISCUSSION:

This wired telecommunications license and right-of-way use agreement will:

- Allow Crown Castle Fiber LLC to occupy the City ROW with conduit and fiber, as well as lease fiber and telecommunication services to businesses in the West Valley.

- Allow for the possibility of the City to receive and use in-kind dark fiber from Crown Castle Fiber LLC for City purposes.

- Require Crown Castle Fiber LLC to provide as-built drawings of any conduit located within the ROW to the City electronically in a format compatible with our GIS system.

Crown Castle Fiber LLC shall be responsible for maintenance and repair of all fiber installed. The agreement includes performance bond and security fund requirements that must be met by Crown Castle to guarantee that they observe, fulfill and perform all terms of the Agreement. Standard Insurance requirements are outlined as well.

City staff is planning to work with Crown Castle Fiber LLC to help add to the City's fiber resources.

The initial term of the agreement is five (5) years, with a renewal term of an additional five (5) years.

STRATEGIC PLAN ALIGNMENT:

Initiative
Encourage and Support Creative Innovation in Development & Service Delivery

Goal
Encourage a Flexible Environment Responsive to Market Trends

Objective
Allow for Crown Castle Fiber LLC to install fiber optic telecommunications within the City's right-of-way, achieving better connectivity and service for their users.

BUDGET IMPACT:

The City will charge an application fee of $750, plan review and permit fees in accordance with the City Fee Schedule, and will assess an annual right-of-way use fee, or receive in-kind dark fiber, once fiber is leased to third parties.

RECOMMENDATION:

Wired Staff recommends that the City Council approve a new Telecommunications License and Right-of-Way Use Agreement with Crown Castle Fiber LLC to allow the placement of fiber telecommunication infrastructure in the City right-of-way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

WIRED TELECOMMUNICATIONS
LICENSE AND RIGHT-OF-WAY USE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CROWN CASTLE FIBER LLC

This Wired Telecommunications License and Right-of-Way Use Agreement (this "Agreement") is effective as of June 15, 2020 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") and Crown Castle Fiber LLC, a New York limited liability company ("Crown Castle").

RECITALS

A. Crown Castle obtained from the Arizona Corporation Commission a certificate of convenience and necessity by Decision No. 77074, dated January 8, 2019 (the"CC&N").

B. Crown Castle desires the ability to be able to install its Facilities (defined below) within the City's rights-of-way and/or operate, maintain and repair such Facilities within a portion of the City's rights-of-way, subject to the requirements of this Agreement.

C. Crown Castle seeks an agreement and permits to occupy the rights-of-way with telecommunications infrastructure as permitted under state and federal law and in accordance with the lawful requirements of the City.

D. The City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of such Facilities within the City's boundaries pursuant to the Avondale City Charter, Avondale City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over public rights-of-way, and its other governmental powers and authority.

E. The City desires to receive fair value for the use of its right of way assets to the extent permitted by state and federal law and to meet the prohibition against gifting public assets to a private party.

F. The City desires to reserve rights to construct and use and allow others to construct and use all manner of additional improvements in the rights-of-way.

G. Crown Castle agrees to provide and maintain accurate maps showing the location of all Facilities owned or used by Crown Castle on public rights-of-way within the corporate limits of the City, and to comply with reasonable mapping requirements as City may establish from time to time.

H. Crown Castle will secure the appropriate licenses, encroachment and other permits required by the City Code for the placement of its Facilities placed in the City's boundaries.

I. Crown Castle has agreed to comply with public property use requirements that City has established and may reasonably establish from time to time in accordance with State and Federal laws.

J. There may be portions of the right-of-way (the "Third Party Areas") upon which the Crown Castle Facilities may not be built without permission (the "Third Party Permission") from one or more third parties (the "Third Parties"). The Third Party Areas include canal crossings or other areas that have limited right-of-way dedications or that have regulatory use restrictions imposed by a Third Party.

K. The City retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules and regulations as may be deemed necessary by the City to protect and promote the property, health, safety and welfare of the City's inhabitants.

AGREEMENT

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

1. Definitions.

ACC means the Arizona Corporation Commission.

A.R.S. means Arizona Revised Statutes.

Backbone means a high-speed network that interconnects smaller, independent networks and is the through-portion of a transmission network (not the spurs that branch off).

Call means the operations required to set up or establish, maintain, and terminate or release a connection through a telephone network in support of a communication between two or more stations. A call comprises a sequence of events that begins when an end user at an originating station initiates a call request to a switch that may work in conjunction with other switches to establish a connection to an end user at a destination station and concludes when one party (user) terminates the connection.

Claim(s) means and includes losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees incurred through all appeals.

Commercial Mobile Radio Services means two-way voice commercial mobile radio service as defined by the FCC in 47 U.S.C. § 157.

Common Carrier means a private company offering interstate or foreign communication by wire

or radio or the interstate or foreign transmission of energy to the general public on a non-discriminatory basis.

Conduit means a pipe of either metal, ceramic or plastic that protects buried cables.

Conduit System means any combination of Ducts, Conduits, manholes and handholes joined to form an integrated whole.

Contractor means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that performs services or provides goods relating to this Agreement. Contractor shall include any subcontractor hired and/or used by Crown Castle Contractors for the performance of services or provision of goods relating to this Agreement.

Dark Fiber means fiber optic strands that are not connected to transmission equipment or that are not otherwise part of an operating Fiber Optic Network.

Duct means a single enclosed tube, pipe or channel for enclosing and carrying cables, wires, innerduct and other facilities.

Equipment means any tangible asset used to install, repair, or maintain Facilities in any ROW.

Facilities means the plant, equipment, and property used in the provision of communication and telecommunication services and not owned by the City, including but not limited to poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances placed in, on, or under Public Highways.

FCC means the Federal Communications Commission.

Fiber Optic Network is a communication system consisting of an optical transmitter to convert an electrical signal into an optical signal to send into the optical fiber, a cable containing bundles of multiple optical fibers that is routed through conduits and buildings, multiple kinds of amplifiers, and an optical receiver to recover the signal as an electrical signal.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications.

Inner-Duct means a pathway created by subdividing a Duct into smaller channels.

Intrastate Call means a call in a conventional circuit-switched network that originates and terminates in a single state.

Interstate Call means a call in a conventional circuit-switched network that originates in one state and terminates in a different state (or country).

Interstate Telecommunications Services Provider means a Telecommunications Corporation that places underground or above ground Facilities in the Public Highway for interstate telecommunications services.

Interstate Traffic means a communication or transmission that originates in any state, territory, possession of the United States, or the District of Columbia and terminates in another state, territory, possession, or the District of Columbia.

Manhole means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating and maintaining cable and fiber in a Conduit.

Multichannel Video System includes:

A. A "cable system," as the term is defined in Title VI of the Federal Communications Act of 1934, providing service within the City.

B. An "Open Video System," as the term is defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 573 and implementing regulations (47 CFR § 76.1500), providing service within the City.

C. Any other system providing Multichannel Video Programming Services within the City, where the service is transmitted in whole or in part via wires or lines that are in or cross any ROW within the City. The preceding sentence shall apply whether the provider owns, leases or otherwise obtains the right to use the wires or lines, including wires or lines of a telecommunications provider used pursuant to tariff or otherwise for that purpose.

D. Any other system providing Multichannel Video Programming Services within the City where a license or similar permission or approval from the City is required under applicable law.

For purposes of this Agreement and the license granted herein, "Multichannel Video Programming Services" means multiple channels of video programming where some or all of the video programming is generally considered comparable to programming provided by a television broadcast station or by a direct to home satellite service. Multichannel Video Programming Services specifically includes, but is not limited to, "cable service" as the term is used in Title VI of the Federal Communications Act of 1934.

Parties shall collectively mean the City of Avondale, and Crown Castle.

Provider means a Telecommunications Corporation that constructs, installs, operates or maintains telecommunications Facilities in the City Public Highways.

Public Emergency means any condition which, in the opinion of City officials, poses an immediate threat to the lives or property of the citizens of Avondale or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

Public Highway means all the roads, streets and alleys and all other dedicated public rights-of-way and public utility easements of the City.

Public Service Corporation means a corporation engaged in furnishing gas, oil, or electricity for light, fuel, or power; or in furnishing water for irrigation, fire protection, or other public purposes; or in furnishing, for profit, hot or cold air or steam for heating or cooling purposes; or engaged in collecting, transporting, treating, purifying and disposing of sewage through a system, for profit; or in transmitting messages or furnishing public telegraph or telephone service, and all corporations other than municipal, operating as common carriers. However, a message transmitting company is only a public service corporation if it is a common carrier.

Public Utility Easement means an easement or other real property right that is granted dedicated, reserved or otherwise conveyed for the use of utility facilities, regardless of the language used in creating such right, and regardless of the inclusion of other authorized uses.

Right-of-way ("ROW") means an area of land, which by deed, conveyance, agreement, easement, dedication, usage or process of law, is reserved or dedicated to the City for public purposes, including, but not limited to, street, highway, alley, public utility, pedestrian walkway, bikeway, or drainage.

Service Lateral means an underground facility that is used to transmit, distribute, or furnish communications from a larger route to a smaller route.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. **However, the term does not include commercial mobile radio services, pay phone services, cable services.**

Telecommunications Corporation means any Public Service Corporation to the extent that it provides telecommunications services in this state.

Telecommunications Services means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used.

2. Permission to Use Right-of-Way.

2.1 Grant of License. Subject to the provisions of this Agreement, the Avondale City Code, the Avondale Charter, and Arizona and federal law, City hereby grants to Crown Castle permission through a telecommunication license to use the designated Use Area portions of the right-of-way ("ROW") subject to and conditioned upon Crown Castle's full, timely, complete and faithful performance of all obligations to be performed or required hereunder by Crown Castle, and Crown Castle hereby accepts the terms and conditions of this Agreement.

2.1.1 Use Areas Defined. The Use Areas are the portion of the public utility easements and ROW within the City's corporate boundaries as shown on Exhibit A, attached hereto and incorporated herein by reference. The ROW is limited to the public street and alley

rights-of-way and public utility easements that are owned by City from time to time comprising City's public utility easement network. The land comprising the ROW will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in City's public utility ROW network inventory. This Agreement shall not allow Crown Castle to use ROW that is abandoned, condemned, removed from the City's corporate boundaries, or is otherwise no longer part of the City's public utility easement network.

2.1.2 Non-Use Areas. Crown Castle shall not use or occupy any portion of the Use Areas other than as permitted pursuant to this Agreement. The Facilities shall be confined to the Use Areas. The Use Areas do not include any Third Party areas. Crown Castle agrees that its use of the Third Party Areas is dependent upon Third Party Permission, which permission is outside of the control of the City.

2.2 Conditions of Grant; Permitted Uses. Crown Castle's use and occupation of the ROW shall in all respects conform to all and each of the following provisions:

2.2.1 Permitted Uses. Crown Castle shall use the portions of the ROW solely for the uses allowed under this Agreement and shall conduct no other activity at or from those designated portions of the ROW where it has permission to be. The permitted uses are limited to the following:

A. Constructing, maintaining, repairing and operating the Facilities as described in this Agreement.

B. Such additional related uses for which City may give consent from time to time. Such additional uses may only be conducted following City's giving to Crown Castle written notice of such consent. City may terminate or impose conditions and limitations on such consent from time to time in City's sole and absolute discretion.

2.3 Prohibited Uses. All uses of the ROW other than as specifically described in Section 2.2.1 above are prohibited. Crown Castle may not allow third parties to use the Facilities for any use that Crown Castle itself does not have the authority under this Agreement. The license granted by this Agreement does not allow Crown Castle to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission that may be subject to a cable television or video services system license or franchise. The license does not allow a Multichannel Video System and/or the providing of Multichannel Video Programming Services; the Parties agree that a separate agreement would be needed in order to have such a system or to provide such services.

2.4 Facilities Limited. The authority to install and construct any Conduit System and/or Fiber Optic Networks on City property granted herein authorizes Crown Castle only to install such Fiber as is necessary to construct and operate the infrastructure described in this Agreement in order to provide the authorized Services and does not authorize Crown Castle to install or construct any Facilities not expressly provided for in this Agreement.

2.5 Empty Conduit. To the extent that Crown Castle occupies the ROW with solely empty

conduit and/or Dark Fiber and/or uses the City's ROW to provide services other than the telecommunication services as defined by A.R.S. § 9-581, such use and/or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits and laws.

2.6 Compliance with Applicable Law. Crown Castle shall comply with all applicable laws as amended from time to time, including but not limited to, the Avondale City Code and City Charter, and Arizona and federal law, in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Crown Castle to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Crown Castle shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement; provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the Telecommunications Services Crown Castle may provide under this Agreement without a written modification to this Agreement. Such law or regulation by the FCC or ACC must be final and not subject to any further review by a court of competent jurisdiction.

3. Non-Exclusive Rights/Priority Rights.

3.1 Non – Exclusive Grant. This grant is not exclusive and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation, or construed to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

3.2 Subject to City's Use or Occupancy. Any and all rights granted to Crown Castle shall be subject to the prior and continuing right of City to use the ROW exclusively or concurrently, with any other person or persons, and to manage City's own facilities. Any and all rights to occupy the ROW granted to Crown Castle shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create or vest a perpetual real property interest in land to Crown Castle, including any fee or leasehold interest, easement, or any franchise rights.

3.3 Subject to Others' Use or Occupancy. Any right or privilege claimed pursuant to this Agreement by Crown Castle for any use of any public ROW shall be subordinate to: (A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (B) any prior lawful occupancy or use thereof by any other person; and (C) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.

3.4 City's Modification Rights. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Crown Castle, at no expense to the City, to remove, relocate or abandon in place Crown Castle's Facilities in order to accommodate the reasonable activities of the City. The City shall not be liable for lost revenues sustained by Crown Castle, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations and do not result

due to the City's gross negligence or willful misconduct.

3.5 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

3.6 Rights Reserved to City. There is hereby reserved to City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful code ordinance, resolution, regulation, standard or requirement of any kind imposed by the City; Crown Castle by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of City. The reserved rights include the right to use and allow other Competing Users (defined in Subsection 3.6.1 below) to conduct Competing Activities (defined in Subsection 3.6.2 below) at any location upon the Use Areas.

3.6.1 Competing Users. Water/waste/storm pipes, pavement, fiber, telephony, electric lines, cable and other facilities may all be located within the same segment of ROW with portions of the Facilities. Crown Castle accepts the risk that the City and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations that make parts of the ROW unavailable for Crown Castle's use. The Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

3.6.2 Competing Activities. Crown Castle accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include, without limitation, any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land:

A. All manner of streets, alleys, signs, sidewalks, trails, ways, traffic control devices, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

B. All manner of pipes, fiber, wires, cables, vaults, cabinets, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, anchors, access points and guys of every description, and all manner of other utility facilities and their appurtenances.

C. All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances.

D. All other uses of the ROW that the City may permit from time to time.

3.6.3 City's Rights Cumulative. All of the City's reserved rights under various provisions of this Agreement shall be cumulative to each other.

3.6.4 Use Priorities. This Agreement does not grant to Crown Castle or establish for Crown Castle any exclusive rights or priority in favor of Crown Castle to use the Use Areas. Crown Castle's use of the Use Areas shall be subordinate to all Competing Activities. Crown Castle shall not obstruct, impede, disrupt or interfere with or prevent any Competing User from using the Use Areas.

3.6.5 Regulation. The City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Crown Castle to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Use Areas:

A. All timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities.

B. All other factors the City may consider relevant, whether or not mentioned in this Agreement.

C. Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

3.6.6 Disruption by Competing Users. The City and its agents, contractors or employees shall not be liable to Crown Castle, its customers or third parties for any service disruption or for any other harm caused them or the Facilities due to Competing Users or Competing Activities.

3.6.7 Emergency Disruption by City. The City may remove, alter, tear out, relocate or damage portions of the Facilities in the case of fire, disaster, or other emergencies if the City Manager or designee deems such action to be reasonably necessary under the circumstances. In such event, the City and its agents, contractors or employees shall not be liable to Crown Castle or its customers or third parties for any harm so caused to them or the Facilities. When practical, the City shall consult with Crown Castle in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Facilities. In any event, the City shall inform Crown Castle after such actions. Crown Castle's work to repair or restore the Facilities shall be Relocation Work as set forth in Section 11 below.

3.6.8 Public Safety. If the Facilities or any other Crown Castle equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to the City, to other improvements or activities within or without the Use Areas, or to the City's ability to safely and conveniently operate the ROW or perform the City's utility, public safety and other public health, safety and welfare functions, then Crown Castle shall immediately

remedy the hazard, comply with the City's requests to secure the Use Areas, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment. Crown Castle's work crews shall report the Use Areas within two hours of any request by the City under this subsection.

4. Notice of Other Users.

4.1 Third Party Contracts. Crown Castle may enter into contracts with unrelated third parties ("Users") in the ordinary course of Crown Castle's business for use of the Crown Castle Facilities within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

4.1.1 User Contract Required. No person shall transmit voice, video or data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Crown Castle; the identity of such Users must be disclosed to the City upon request but such information will be considered Confidential and Proprietary under Section 30.3.2. All User Contracts shall prohibit such Users from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Networks or Conduit System(s), unless such Users have an agreement with the City.

4.1.2 User Work in ROW. Such Users shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Networks or Conduit System(s) unless: (A) the User Contract provides for the User to construct, install, operate or maintain any portion of the Fiber Optic Networks or Conduit System(s) within the route in the ROW; and (B) the User has entered into an Agreement with the City for use of the City's ROW.

4.2 Crown Castle Responsible for Third Party Users. Crown Castle shall cause to comply with this Agreement all persons using the ROW through or under Crown Castle or this Agreement. Crown Castle is responsible for any violations of this Agreement by persons using the ROW through or under Crown Castle or this Agreement.

4.3 Dark Fiber Leases. Should Crown Castle lease Dark Fiber or Conduit to a User within the ROW, Crown Castle shall inform the City within 45 business days of the location and length of the Dark Fiber or Conduit route that is being leased through an indefeasible right of use agreement or similar contractual arrangement. Provided that Crown Castle is paying a per foot ROW use fee or has provided the City in-kind services for the leased line no additional ROW fee shall be charged. If no ROW fee is being paid by Crown Castle and no-in kind services are being provided to the City, then the leased line shall be subject to the ROW Fee Identification of the Dark Fiber lessee will be kept confidential to the extent allowed by law. If there is a public records request for such information, City will contact Crown Castle to allow it an opportunity to seek judicial relief to prevent the disclosure of the lessee's identity.

5. Intentionally Left Blank.

6. Regulatory Conditions Relating to Right-of-Way Usage. For purposes of this Agreement, whenever work is done in the ROW relating to any of the Facilities, Crown Castle agrees that it is

solely responsible for the acts, errors, omissions, and any negligence of any or all of its Contractors and that the obligations of Sections 6 and 7 are imposed on both Crown Castle and any of its Contractors, who will be considered Crown Castle's agents and for whom Crown Castle will be responsible. Crown Castle will ensure that Crown Castle and its agents comply with Public ROW use requirements as follows:

6.1 Registration. Crown Castle agrees to register with the City by completing an application or renewal application form and paying the applicable application fee.

6.2 Notice of Changes. Crown Castle shall file a proposed amendment to the registration before it makes any change that would render the registration information incomplete or inaccurate. A change of Crown Castle's name or address must be filed at least 10 days prior to the date the change becomes effective; a change in the telephone number must be filed 10 days before the change becomes effective.

6.3 Facilities Construction. Crown Castle is completely responsible for ensuring that its Facilities are constructed, installed, operated and/or maintained in accordance with the Avondale City Code and established practices with respect to such public ROW and easements. The

proper permits must be applied for prior to commencing any work, and the terms and conditions of such permits must be strictly followed.

6.4 Plan Approval. Crown Castle's use of the public ROW and easements under the control of the City shall be according to plans approved by the City Engineer, provided that such approval shall not be unreasonably withheld or delayed.

6.5 Interference Minimized. The Facilities to be constructed, installed, operated, maintained, upgraded and removed hereunder, shall be so located or relocated as to interfere as little as possible with traffic or other authorized uses within said public ROW and easements, including Competing Activities. Any phases of construction and/or installation relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of said Facilities shall be subject to regulation by the City.

6.6 City's Reserved Powers. Crown Castle and its agents shall be subject to the City's exercise of such police, regulatory and other powers as it now has or may later obtain, and Crown Castle may not waive the application of the same. City shall have continuing jurisdiction and supervision over any Facilities located within or on public ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this Agreement.

6.7 Signs. All signage is prohibited except in compliance with the following requirements:

6.7.1 Signs Required. Crown Castle shall install and thereafter maintain all signs and markings that the Facilities and Crown Castle's activities may make necessary for safe use of the Use Areas by the public, the City, Crown Castle and other persons who may be at the Use Areas at any time for any reason.

6.7.2 Signs Covered. This Section 6.7 shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

6.8 Lighting. Lighting is prohibited except as this Agreement may specifically allow for construction activities.

6.9 Noise. Except during approved construction, noise at the Use Areas is subject to the following limitations:

6.9.1 No Amplified Sound. Except for vehicle backup alarms and other safety devices, outdoor loud speakers, sirens or other devices for making noise are prohibited.

6.9.2 Sound Control Devices. All equipment must be equipped with appropriate mufflers and other sound control devices.

6.10 Governmental and Neighborhood Relations. Crown Castle shall conduct its activities in coordination with the City as necessary to maintain good relations with all third parties, governmental and other entities having jurisdiction over the Use Areas, all other occupants of the Use Areas, and the occupants of surrounding real property. Crown Castle shall immediately notify the City in writing of any actual or threatened dispute, violation or other disagreement with other utilities or users relating to the Use Areas. Without limitation, such entities (who are not third party beneficiaries to this Agreement) include (to the extent that such entities have jurisdiction over the Use Areas): (i) State of Arizona (ii) Maricopa County (iii) Bureau of Reclamation (iv) Central Arizona Water Conservation District, (v) Salt River Project. Notwithstanding Crown Castle's obligations under this Section 6.10, Crown Castle is not an agent for the City.

6.11 Crown Castle's Agent. Crown Castle shall at all times retain on call available to the City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Facilities and who shall be authorized to represent and act for Crown Castle in matters pertaining to all emergencies and the daily operation of the ROW and all other matters affecting this Agreement. Crown Castle shall also provide notice to the City of the name, street address, electronic mail address, and regular and after-hours telephone numbers of a person to handle Crown Castle's affairs and emergencies related to the ROW. Any change shall be given in writing in the manner stated for notices under this Agreement.

6.12 Coordination Meetings. Crown Castle shall meet with the City and other ROW users from time to time as requested by the City to coordinate and plan construction on the ROW and all matters affected by this Agreement.

6.13 Regulatory Approval Process. The building permit processes, ROW management and similar regulatory requirements that apply to Crown Castle's Facilities are completely separate from the requirements of this Agreement. Crown Castle's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Crown Castle's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Crown Castle must make all submittals and communications regarding the requirements of this Agreement through the City's contract administrator for this Agreement, and not through planning, building safety or other staff. Crown Castle must obtain all

approvals in accordance with all present and future City codes, policies and procedures.

6.14 Relationship of Plans Approval to Regulatory Processes. Crown Castle's submission of plans under this Agreement, the City's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement and its approvals. Building permits, zoning clearances, or any other governmental reviews or actions do not constitute approval of any plans for purposes of this Agreement.

7. Plan Approval, Permits, and Inspection.

7.1 Required Approvals. No Facilities shall be installed, constructed, located on, or attached to any property within the corporate limits of the City until Crown Castle has applied for and received approval for permits from the City. Crown Castle shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractor(s) who are involved in the installation, construction, maintenance, repair, location, relocation and any other activity involving Crown Castle's Facilities subject to this Agreement. Additionally, Crown Castle and its Contractor(s) shall comply with all other provisions of the Avondale City Code, including but not limited to Chapter 21 regarding streets and sidewalks, and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Crown Castle's use of the public ROW as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the public ROW.

7.2 Permits; Licenses. Crown Castle shall submit the applicable Permit Application(s) together with the details, plans and specifications for City review and approval, and pay all applicable application, review and inspection fees prior to any and all construction work performed pursuant to the rights granted under this Agreement. Crown Castle and/or its Contractor(s) shall abide by all stipulations of all licenses and permits issued. If Crown Castle desires to change the location of any portion of the Conduit System(s) and/or Fiber Optic Network(s), including any related Facilities or equipment, from that set forth in the initial Permit Application, Crown Castle shall apply for and obtain approval for an amendment to the permit prior to installation or construction.

7.3 Multiple Permit Policy. The City may issue reasonable policy guidelines to all licensees/users to establish procedures for determining how to control issuance of engineering permits to multiple licensees/users for the same one-mile segments of their Facilities. Crown Castle agrees to cooperate with the City in establishing such policy and comply with the procedures established by the City to coordinate the issuance of multiple engineering permits in the same one-mile segments.

7.4 Approval; Denial. City will approve or deny such applications based on the availability of space at the location sought by Crown Castle, safety and other considerations in accordance with the City Code, applicable ROW construction regulations and other applicable law. Crown Castle and/or its Contractor(s) agree to comply with the terms of any City-issued

licenses and permits.

7.5 Construction Standards. Any new Conduit or other Facilities placed in the ROW will be constructed using industry standard horizontal directional drilling and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Crown Castle and/or its Contractor(s) will install any new Conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specifications"), the City's supplements to the MAG Specifications, and the City of Avondale General Engineering Requirements.

7.6 System Component Changes. If Crown Castle desires to change the components of any of the Fiber Optic Network and such would require Crown Castle to obtain a permit, written approval of such change must be obtained from the City.

7.7 Specifications. The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to meet City standards as set forth in the City of Avondale General Engineering Requirements and the MAG Specifications and the City of Avondale Supplements thereto, and to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

7.8 New System Installation. Any new Conduit system(s) and/or Fiber Optic Network(s) shall be installed as agreed upon by Crown Castle and the City. If portions of this project will take place on the major arterial streets in City, Crown Castle and City will work to minimize the inconvenience to the citizens of City and others who use those major arterial streets impacted by the project by developing segments of the project to be completed in sequence.

7.9 Minimal Interference with City Uses. Any Conduit systems and/or Fiber Optic Network(s) to be constructed, installed, operated and maintained under this Agreement shall be located or relocated so as to interfere as little as possible with traffic, existing utilities or other authorized uses over, under or through said streets and public ways. Crown Castle shall not install, operate, or allow the use of equipment, methodology or technology that may or would unreasonably interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such unreasonable interference should occur, Crown Castle shall immediately discontinue using the equipment, methodology or technology that causes the interference until Crown Castle takes corrective measures to alter the Fiber Optic Network(s) to eliminate such interference. Any such corrective measures shall be made at no cost to City. Crown Castle shall be responsible to ensure compliance with this Agreement by all persons using the ROW through or under Crown Castle or this Agreement.

7.10 Co-location. Crown Castle's installation of the Facilities shall be reasonably coordinated with other utilities and City to accommodate opportunities for common installation

along with Crown Castle's route as set forth in this Agreement. All installations of cable and/or fiber shall be in Conduit or Inner-duct as reasonably approved by the City Engineer or authorized designee; provided, however, nothing herein shall require Crown Castle to incur any additional expense to accommodate common installations.

7.11 Facility Location Street Opening. Although the exact placement and location of any additional Facilities shall be determined by City through the permit process, Crown Castle has expressed its intent and City has expressed its desire to have any Facilities installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of Crown Castle for the Conduit System to be placed by horizontal directional drilling under such streets when feasible and reasonable; bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall be bored unless approved by the City Engineer or authorized designee.

7.11.1 Street Opening Surcharge. In the event that a street opening in new pavement or resurfaced pavement cannot be avoided, Crown Castle agrees to pay a reasonable surcharge fee to cover damages and early deterioration will be assessed for cutting new or resurfaced pavements less than seven years old.

7.11.2 Closure Requests. Whenever Crown Castle or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets, or public places, the opening or alteration shall be completed and restored with due diligence within seven business days or such time as allowed by the City Engineer. Crown Castle shall, upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Crown Castle or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

7.12 Crown Castle Representative. Crown Castle shall also provide and identify a representative, such as a project manager, who shall be the contact person for the City during any construction periods.

7.13 Neighbor Notification. Prior to the start of any construction work, Crown Castle shall provide written notice to the businesses and/or residences adjacent to the work being done. If an emergency requires activity without such written notice, Crown Castle shall use reasonable best efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property. Upon request, Crown Castle shall promptly furnish to City documentation of such permission from such other affected property owner.

7.14 Traffic Control.

7.14.1 Regulatory Requirements. All traffic shall be regulated in accordance with: MAG Specifications; the City of Phoenix Barricade Manual, latest edition; the Manual on Uniform Traffic Control Devices; and any special provisions included herein or as part of a permit issued according to this Agreement.

7.14.2 Traffic Representatives. At the time of the pre-construction conference,

Crown Castle shall designate an American Traffic Safety Services Association certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents. At the same time, the City shall designate a representative who will be responsible to see that all traffic control and traffic control alterations are implemented per these traffic control specifications.

7.14.3 Traffic Control Plan. Crown Castle shall have the full responsibility and liability for traffic control for work performed by Crown Castle or its Contractors. Crown Castle shall submit a Traffic Control Plan to the City's Traffic Engineer for approval at least one week prior to beginning work under this Agreement. It shall be noted that traffic under this Agreement shall include all motor vehicles, bicyclists, and pedestrians. Crown Castle shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; the City may cause Crown Castle to cease construction until the Traffic Control Plan is provided.

7.14.4 Plan Alternatives. During construction it may be necessary to alter traffic control as approved by the City's Traffic Engineer. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices: "Traffic Control for Streets and Highway Construction and Maintenance Operations"; the latest edition of the City of Phoenix Barricade Manual, latest edition. The most restrictive manual shall apply. Crown Castle shall pay any and all applicable barricade fees.

7.14.5 Plan Costs. City will make no payment for traffic control. The cost for any fees shall be Crown Castle's responsibility.

7.14.6 Damage to City Traffic Control Devices. In the event Crown Castle or its Contractor(s) damages any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, it shall have them repaired immediately at its expense by an electrical Contractor that has had traffic signal experience and that is pre-approved by the City. Any damage caused by Crown Castle or its Contractor(s) or subcontractors that is repaired by the City will be billed to Crown Castle at two times the cost.

7.14.7 Neighbor Notifications. Crown Castle shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

7.14.8 Pedestrian Access. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City's Traffic Engineer.

7.14.9 Speed Limits. Speed limits shall be strictly enforced.

7.15 Clean Up. Crown Castle and/or its Contractor(s) shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused

materials provided for in the work, and shall maintain the work and public ROW in a safe, neat and clean condition.

7.16 Safety. Crown Castle and Crown Castle's Contractor(s) shall be solely and completely responsible for the conditions of any job site where the infrastructure is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Crown Castle's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Crown Castle from compliance with these provisions.

7.17 Blue Stake. Crown Castle and its Contractor(s) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Crown Castle's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

8. Hazardous Substances.

8.1 Applicable Law. Crown Castle's and its Contractor(s)' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.* or the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.* or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances").

8.2 Toxic Substance Restrictions. Crown Castle and/or its Contractor(s) shall not produce, dispose of, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

8.2.1 Vehicle Use. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

8.2.2 Batteries. Electric backup batteries.

8.3 Disposal. Crown Castle and/or its Contractor(s) shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by City.

8.4 Use Restriction. Crown Castle and/or its Contractor(s) shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality,

or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

8.5 City Held Harmless. In addition to and without limitation of any other indemnities or obligations, Crown Castle shall pay, indemnify, defend and hold City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or directly caused by Crown Castle, its Contractor(s) or anyone using the ROW under this Agreement.

8.6 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Crown Castle shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Crown Castle shall cause the contractor or other person performing such work to give to Crown Castle notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold the City harmless against any disturbance in such materials in the course of the contractor's or other person's work. Crown Castle shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Crown Castle upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Crown Castle shall promptly deliver to the City copies of all reports or other information regarding Toxic Substances.

8.7 Notice to City. Crown Castle and/or its Contractor(s) shall immediately notify City of any Toxic Substance at any time discovered or existing upon the ROW, whether or notsuch existence is a result of a violation of this Section 8. Crown Castle is not responsible for Toxic Substances that may exist at the ROW as long as Crown Castle's Contractors and/or any other persons using the ROW under this Agreement did not do any of the following: (A) participate in the Toxic Material coming to the ROW; (B) fail to immediately report the Toxic Material to City; (C) participate in spreading or otherwise disturbing the Toxic Material; (D) exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

8.8 Acknowledgment of Potential Toxic Substances. Crown Castle understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Crown Castle acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic-Substances containing-materials.

9. On-Call Assistance. Crown Castle shall be available to staff employees of any City department having jurisdiction over Crown Castle's activities 24 hours per day, 7 days per week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. The City may contact by telephone the network operations center operator at the following phone number 888-632-0931 regarding such problems or complaints and may use that number in order to reach Crown Castle at any time for any emergency matter. Crown Castle shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Crown Castle shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence.

10. Mapping Requirement.

10.1 As-Built Drawings. Crown Castle shall maintain As-Built Drawings of its Facilities located within the ROW and shall furnish a copy both electronically in an ESRI-compatible mapping format (or in a mapping format compatible with the current City electronic mapping format as specified by the City) and in hard copy form on an annual basis or upon reasonable request by the City. Crown Castle shall create and maintain maps of any of its Conduit System and/or Fiber Optic Network routes, new routes, and any above ground equipment located in the ROW and precise and verifiable horizontal and vertical location information and will make this information available to the City. Crown Castle will also provide surface-location marking of any of Crown Castle's Facilities that are located underground within any public ROW within 10 business days of installation. The information provided by Crown Castle under this section will be accurate to the best of Crown Castle's knowledge. Crown Castle shall make every reasonable effort to provide accurate and useful information, and the City acknowledges that the information will be provided on an "as-is" and "as-available" basis. Crown Castle shall be permitted to remove any information from the drawings provided hereunder that is not required for the City's purposes or is otherwise confidential to Crown Castle.

10.2 Failure to Provide Updates. If complete updates are not provided in a compatible format, Crown Castle shall pay the actual, reasonable costs, plus 15% administrative mark-up, the City incurs to update the City's electronic mapping format due to the location or relocation of Crown Castle's Facilities.

10.3 Incorrect Format Records. In the event Crown Castle fails to supply records in the City specified format and there is a cost to the City in converting Crown Castle provided files, Crown Castle will be responsible for the conversion costs and will pay such costs within 30 days of the date of the bill from the City invoicing the amount due.

10.4 Confidentiality. The files and drawings provided by Crown Castle to the City shall be considered confidential and subject to the restrictions in Section 30 below and disclosed as a public record only to the extent required by A.R.S. § 39-126.01.

11. Relocation.

11.1 Relocation Costs. Crown Castle shall relocate at no expense to the City, any Facilities or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose for any City project whenever directed to do so by City. However, to the extent that the City receives funds from any third parties or government entities for a project that requires the relocation of Facilities owned, operated and/or maintained by the Crown Castle, and subject to multiple licensee relocations, as described in this Section 11.1, the City shall allocate the portion of such funds earmarked for relocating Facilities to reimburse Crown Castle for the actual cost to relocate its Facilities. If more than one licensee is required to relocate for the same project, and is eligible for reimbursement, any such funds shall be distributed on a pro rata basis based on the total relocation costs of each of the licensees eligible for such reimbursement. However, to the extent that the City receives funds from any third parties or government entities for a project that requires the relocation of Facilities owned, operated and/or maintained by the Crown Castle, and (i) subject to multiple licensee relocations, as described in this Section 11.1; and (ii) provided that the funding includes a specific allocation for the relocation of utilities in addition to roadway improvements, the City shall allocate the portion of such funds

earmarked for relocating Facilities to reimburse Crown Castle for the actual cost to relocate its Facilities. If more than one licensee is required to relocate for the same project, and is eligible for reimbursement, any such funds shall be distributed on a pro rata basis based on the total relocation costs of each of the licensees eligible for such reimbursement. Crown Castle shall not hold the City liable for failure to request or file a claim for any funds for the relocation of the Crown Castle's Facilities. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Crown Castle shall comply with any and all requirements of the Avondale City Code. Within 90 days after service of notice by the City, Crown Castle shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the 90-day period, Crown Castle shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City. City agrees to cooperate with Crown Castle to identify alternate locations where available within the ROW.

11.2 Relocation Permits. Crown Castle agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating or reconstructing of any portion of its Conduit System(s) or Fiber Optic Network(s) on public property or ROW. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Crown Castle is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Crown Castle will maintain any annual permits required by the City for such maintenance and emergency repairs. Crown Castle will notify City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

11.3 City Self- Help. If the City needs to perform any part of the necessary relocation or removal work that has not been done by Crown Castle within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 24 below.

11.4 Crown Castle Consent. Except as otherwise provided herein, City shall not, without the prior, written approval of Crown Castle, intentionally alter, remove, relocate or otherwise interfere with any portion of Crown Castle's Facilities. Any written approval required shall be promptly reviewed and processed by Crown Castle and shall not be unreasonably withheld.

12. Damage to Public Property.

12.1 Duty to Restore Damage. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Crown Castle's Facilities is required or permitted under this Agreement, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or the public improvement located thereon, therein, or thereunder, however such damage or disturbance was caused, Crown Castle, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, to as good a condition as before, in accordance with applicable laws, normal wear and tear excepted; such work shall be completed in a manner reasonably satisfactory to the City Engineer. If Crown Castle does not repair the damage or disturbance as just described, then City shall have the option, upon 10 days prior, written notice to

Crown Castle, to perform or cause to be performed such reasonable and necessary work on behalf of Crown Castle and to charge Crown Castle for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates, plus a 15% administrative mark-up.

12.2 Emergency Restoration. Notwithstanding the notice provision above, in the event of a Public Emergency, the City shall have the right to immediately perform, without prior, written notice to Crown Castle, such reasonable and necessary work on behalf of Crown Castle to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted; such work shall be completed in a manner reasonably satisfactory to the City Engineer. The City shall provide written notice to Crown Castle of the repairs as soon as practicable after the work has begun. Crown Castle agrees that any severed City-owned Conduit and/or fiber must be completely repaired or replaced to the nearest splice point. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs, relocation and/or removal costs from Crown Castle and may draw upon a bond and/or letter of credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Crown Castle as required by Section 12.3 below.

12.3 Pavement Restoration Costs. For any pavement cuts by Crown Castle, Crown Castle agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 21 of the Avondale City Code and the fees established by the City pursuant thereto. Crown Castle agrees to pay amount owed within 30 days from the date of issuance of an invoice from City. Failure to do so shall entitle City to draw upon the letter of credit or security fund and/or performance bond.

12.4 Payment Deadline. Upon the receipt of a demand for payment by City, Crown Castle shall, within 30 days, reimburse City for any undisputed costs.

13. Public Emergency Disruption by City. City shall have the right, because of a Public Emergency, to take reasonable action, including severing, disrupting, removing, tearing out, digging-up or otherwise damaging and/or destroying Crown Castle's Facilities without any prior notice to Crown Castle, if the action is deemed necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, or Public Works Director, or designees. In such event, the City and its agents, contractors or employees shall not be liable to Crown Castle, its Contractors or its customers or third parties for any harm so caused to them or the Facilities, unless such damages are caused by City's gross negligence or willful misconduct. When practical and if possible, City will consult with Crown Castle in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Crown Castle of any actions taken. Crown Castle shall be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City.

14. Public Safety/Hazard Disruption. If any of Crown Castle's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other improvements or activities within or outside of the route area(s), or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety and/or other public health, safety and welfare functions, then Crown Castle shall immediately remedy the hazard, comply with City's request

to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. In the event of a response to a hazard, the City and its agents, contractors or employees shall not be liable to Crown Castle or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in responding to such hazard, unless such damages are caused by City's gross negligence or willful misconduct. When practical and if possible, City will consult with Crown Castle in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Facilities involved.

15. Contractors.

15.1 City Approval. The specific independent Contractors and/or subcontractors identified and used by Crown Castle for the construction activities to construct or expand Crown Castle's Facilities and service area will need to be approved by the City Engineer or designee prior to issuance of each construction permit, such approval shall not be unreasonably withheld, delayed, conditioned or denied. Any Contractors performing construction work within the ROW or public easements shall comply with all applicable licensing requirements for general contractors in Arizona.

15.2 Crown Castle Representation Regarding Independent Contractors. Crown Castle represents and warrants all independent Contractors maintain coverages the same as all the requirements stated herein for Crown Castle.

16. Legal Workers. If, and to the extent A.R.S. § 41-4401 is applicable to this Agreement, Crown Castle shall comply with laws regarding workers as follows:

16.1 Warranty of Compliance. Crown Castle warrants to City that Crown Castle and all of its Contractors will comply with all federal immigration laws and regulations that relate to their employees and that there is compliance with the E-Verify Program under A.R.S. § 23-214(A).

16.2 Breach of Warranty. A breach of the foregoing warranty by Crown Castle shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

16.3 Inspection of Records. City retains the legal right to inspect the papers of any employee of Crown Castle Contractor who works pursuant to this Agreement to ensure that they are complying with the warrant given above.

16.4 Crown Castle Warranty of Violations. Crown Castle shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

17. Validity of Agreement. Crown Castle hereby acknowledges that, as a condition of acceptance of this Agreement, Crown Castle was required to be represented throughout the negotiations of the Agreement by its own attorneys and Crown Castle had the opportunity to consult with its own attorneys about its rights and obligations regarding the Agreement. Crown Castle has reviewed

City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Crown Castle acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

18. Term of Agreement. The initial term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until 12:00 a.m. on the date that is the fifth annual anniversary of the Effective Date (the "Initial Term"), unless sooner terminated as set forth in this Agreement.

19. Modification, Renewal, Extension.

19.1 Renewal Process. If Crown Castle has complied with the Agreement's terms and conditions at the end of the Initial Term, this Agreement shall be renewed for an additional five years (the "Extension Term"), unless either party provides written notice of non-extension to the other party at least 90 days prior to the expiration of the Initial Term. The Initial Term and the Extension Term are referred to collectively as the "Term". Such Extension Term would expire at 12:00 a.m. on the date that is the tenth anniversary of the Effective Date.

19.2 Renewal Fee. Crown Castle shall pay to City the applicable fee at the time of the submission of the application.

19.3 Agreement Changes. City shall have the right to renegotiate any of the terms from the Agreement that may be required by applicable federal, state or local law or regulations. Crown Castle understands that the City may adopt future code amendments and/or fee schedules relating to Facilities located within the ROW, which may replace in their entirety the current fees and other costs imposed upon Crown Castle under this Agreement. Crown Castle acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

19.4 Holdover Term. If Crown Castle's Facilities remain in the ROW, and Crown Castle continues to use such Facilities beyond the expiration of this Agreement and continues to pay the annual fees, Crown Castle shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed 60 days beyond the expiration of the Term or until the date of the first City Council meeting scheduled immediately after the expiration of the Term and no permits covered by or otherwise within the scope of this Agreement will be issued to Crown Castle by the City until a new Agreement has been approved by the City Council.

19.5 Expiration of Holdover Term. Failure by Crown Castle to have a valid Agreement to use the ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Crown Castle and the liquidated damages amount set forth in Section 32 shall apply. If, however, Crown Castle has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may in its discretion, grant, extend, or take no action on permits issued to Crown Castle prior to the expiration of the Agreement.

20. Payments.

20.1 No Rights Waived. By entering into this Agreement, neither party waives any current or future rights reserved under the Telecommunications Act of 1996, including but not limited to, those rights set forth in Sections 253(c), reserving the City's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation from Crown Castle for use of the public ROW.

20.2 Payments to City. Crown Castle shall be solely responsible for payments to City as follows:

20.2.1 Application Fee. Crown Castle shall pay City an application fee of $750.00 or the current application fee, whichever is greater for the administrative costs involved in the issuance of a telecommunications license, which shall be due at the time of the submittal of the application.

20.2.2 Annual Fee. Where applicable, Crown Castle shall pay the City an annual per linear feet of trench fee for the placement of Crown Castle Facilities in the ROW. The fee shall be no less than $0.89 per lineal foot.

20.2.3 Fee for Recoupment of City Costs. Subject to state and federal law and Section 19.3, the Parties agree that the City is entitled to recoup actual costs for processing and granting permits to place Crown Castle Facilities in the ROW. Actual cost includes all costs incurred by the City, including processing a permit, or permits, and inspecting work during and after construction, but does not include such costs as large-scale valuations not directly connected to the permit request, consultant engagements, or other non-customary direct permit costs. Fees shall be paid within thirty (30) days of permit approval.

20.2.4 In-Kind Payment. At the time of a Crown Castle permit application, and subject to the determination of the City, the Parties agree that Crown Castle may install conduit and fiber for the City's use in consideration for treatment of the value of such conduit and fiber as an in-kind payment in lieu of part or all of the fees set forth in Section 20.2.2 ("In-Kind Payment"). In-Kind Payment may consist of an indefeasible right of use in conduit or dark fiber or both ("In-Kind Facilities"), as requested by the City and shall not exceed an amount greater than the fees under Section 20.2.2. The value of In-Kind Payment shall be determined by Crown Castle's then-current market fees in the area for conduit or dark fiber and shall be applied as payment for the fees under Section 20.2.2 for the duration of the Term. If the value of such conduit and fiber equals or exceeds the amount of fees under Section 20.2.2 then such fees shall be deemed to be paid in full. The City reserves the right to audit any valuation of In-Kind Payment to determine accuracy, but shall not delay issuance of permits during such audit.

20.2.5 In-Kind Facilities. The In-Kind Facilities shall be outlined as part of **Exhibit A**, "In Kind Facilities." Exhibit A may be modified by the Parties pursuant to future requests for access to the ROW.

20.3 Damage Fees. Crown Castle shall pay any reasonable costs associated with any damage caused to the ROW or public property. Such Damage Fees shall be due to the City not later than 30 days after the City's written notice to Crown Castle of such amounts.

20.4 Late Fees. Payment is deemed paid only when the City actually receives a good cash payment. Should any payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of 1% of the amount due, or $100, whichever is greater. Furthermore, any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and 1.5% per month from the date the amount first came due until paid. Crown Castle expressly agrees that the foregoing represent fair and reasonable estimates by the City and Crown Castle of the City's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delayed payment. The City shall have the right to allocate payments received from Crown Castle among Crown Castle's obligations.

20.5 City Obligations/Rights to Municipal Fiber.

20.5.1 Lease of Fiber. The City shall not sell or lease In-Kind Facilities to third parties or resell or otherwise assign its rights and privileges contained in this Agreement to third parties. The City may use the In-Kind Facilities for the City's own internal use and to transmit data to and receive data from a political subdivision of the state pursuant to an intergovernmental agreement.

20.5.2 Connection to Fiber. The City shall be permitted to (i) connect dark fiber to the In-Kind Facilities only at mutually-agreed-upon access points in the ROW, and (ii) use the In-Kind Facilities only for the use and benefit of the City and all of City's affiliated entities. Crown Castle shall connect dark fiber City facilities to the In-Kind Facilities at the agreed-upon ROW access points at no cost to the City; provided, however, if the City requests, Crown Castle will construct and build the connection from the ROW access point into any City facility in exchange for City's payment of the sum of Crown Castle's actual, verified construction costs, plus an administrative charge equal to 15% of the construction costs.

20.6 CROWN CASTLE Obligations:

20.6.1 Maintain Fibers. Crown Castle shall maintain and repair the In-Kind Facilities so as to ensure continuing conformity of the In-Kind Facilities with their respective operating specifications. Crown Castle shall also provide the following special maintenance on the In-Kind Facilities at no cost to the City: maintenance, repair, restoration, removal, relocating, conditioning and activation of the In-Kind Facilities and any other work that may be performed to accommodate the existing or future infrastructure, so long as work does not involve maintenance of City-owned or City-controlled facilities beyond the In-Kind Facilities.

20.6.2 Repair Fibers. Crown Castle shall respond and make good faith efforts to repair within 12 hours of notification from the City any interruption of service or failure of the In-Kind Facilities to operate. Provided Crown Castle acts in good faith to make repairs under this subsection, failure to repair within such 12 hour time period shall not be a breach of this Agreement.

20.6.3 Access Points. Crown Castle shall provide the City with access to the In-Kind Facilities at splice points specified by the City and agreed upon by Crown Castle.

21. Taxes. Crown Castle shall pay any applicable City, county and state transaction privilege and use tax. Such taxes are in addition to any non-tax amounts owed by Crown Castle pursuant to Section 20. Crown Castle consents to the disclosure of any and all information reported on Crown Castle's transaction privilege tax returns by authorizing and allowing the City's tax collector to

release such information to the City Manager or authorized designee.

22. Performance Bond.

22.1 Bond Requirements. Prior to receiving any permit to construct, install, maintain or perform any work on public property that requires a permit from the City pursuant to applicable City codes, Crown Castle shall cause to be filed and maintain until either completion of the construction or termination of this Agreement as determined by Crown Castle, a faithful performance bond in favor of City in the sum of $100,000 or the amount of the construction costs (whichever is greater) to guarantee that Crown Castle shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Crown Castle, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. City and Crown Castle agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund and/or letter of credit.

22.2 Bond Release. If Crown Castle has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

23 Security Fund.

23.1 Deposit Required. Upon application for continued use of the ROW, but no later than five business days before this Agreement is submitted to the City Council for approval, Crown Castle shall provide either a cash deposit, domestic irrevocable standby letter of credit to the City, in a form acceptable to the City Attorney or a faithful performance bond in the initial amount of $75,000 as a security fund. Said cash deposit or letter of credit shall be maintained with the City for the term of this Agreement as security for the faithful performance by Crown Castle of all the provisions of this Agreement, and compliance with all lawful orders, permits and directions of any department or office of the City having jurisdiction over its acts or defaults under this Agreement and any permit issued pursuant thereto, and the payments by Crown Castle of any fees, claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Facilities. Upon material default that remains uncured (after written notice) for greater than 30 days, the City shall have the full power of withdrawal of funds from the cash deposit put into the security fund account or letter of credit, except that all interest accrued on any cash deposit shall be payable to Crown Castle on demand. No withdrawals shall be made from the security fund account without the prior, written approval of the City Manager and 60 days prior, written notice of intent to withdraw to Crown Castle.

23.2 Withdrawal. If Crown Castle fails, within 10 business days of a notice of intent to draw on either the security fund account or on the letter of credit, to either dispute the notice in writing, or pay City any taxes or fees due and unpaid, or fails to repay to City, within such 10 business days of such notice, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Crown Castle in connection with this Agreement, or fails,

within 30 days of such notice of failure by City to dispute the notice in writing, or comply with any provision of this Agreement that the City reasonably determines can be remedied by an expenditure of funds from the cash deposit in the security fund account or letter of credit, City may immediately withdraw the amount thereof, with interest from the security fund account. Upon such withdrawal, City shall notify Crown Castle of the amounts and date thereof.

23.3 Restoration of Deposit Amounts. Within 20 days after notice to Crown Castle that any amount has been withdrawn by City from the security fund account or letter of credit, Crown Castle shall deposit a sum of money sufficient to restore such security fund account to the original amount or present to the City an additional irrevocable letter of credit in said amount so that the total amount of funds available to the City is $50,000.

23.4 Erroneous Withdrawal. Any funds that City erroneously or wrongfully withdraws shall be returned to Crown Castle, with interest of 1.0% per month, with such interest beginning 30 business days after such a determination.

23.5 Rights Reserved. The rights reserved to City, with respect to the security fund account and/or letter of credit, are in addition to all other rights of City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund account or letter of credit shall affect any other right City may have.

24 Insurance.

24.1 General.

24.1.1 Insurer Qualifications. Without limiting any obligations or liabilities of Crown Castle, Crown Castle shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms reasonably satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

24.1.2 No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Crown Castle. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so, provided that such review be subject to the following restrictions: (1) the City shall execute a nondisclosure agreement in a form reasonably acceptable to Crown Castle prior to reviewing any policy or endorsements; and (2) any review shall be completed at a time and location reasonably selected by Crown Castle, which location shall be in the office of Crown Castle's attorney. Notwithstanding the foregoing, Crown Castle may redact the following information from disclosed policies and/or endorsements in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the City: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Crown Castle financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity

which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Crown Castle from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

24.1.3 Additional Insured. All insurance coverage except Workers' Compensation and Employers liability insurance and Professional Liability insurance, if applicable, and Builder's Risk insurance shall include, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

24.1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all responsibilities or obligations required under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

24.1.5 Primary Insurance. Crown Castle's insurance shall be primary insurance with respect to Crown Castle's obligations under this Agreement and in the protection of the City as an Additional Insured.

24.1.6 Waiver. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its representatives, officials, officers and employees for any claims arising out of the work or services of Crown Castle. Crown Castle shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

24.1.7 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Crown Castle shall be solely responsible for any such deductible or self-insured retention amount.

24.1.8 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Crown Castle shall execute written agreements with its subcontractors containing the indemnification provisions set forth in Section 26 and insurance requirements set forth herein protecting the City and Crown Castle. Crown Castle shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

24.1.9 Evidence of Insurance. Prior to commencing any work or services under this Agreement, Crown Castle will provide the City with suitable evidence of insurance in the form of certificates of insurance. The City also reserves the right to review, upon request, a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Crown Castle's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect, provided that such review of any declaration page shall be subject to the following restrictions: (1) the City shall execute a

nondisclosure agreement in a form reasonably acceptable to Crown Castle prior to reviewing any declaration page; and (2) any review shall be completed at a time and location reasonably selected by Crown Castle, which location shall be in the office of Crown Castle's attorney. Notwithstanding the foregoing, Crown Castle may redact information from the declaration page in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the City:

(1) premium amounts including surcharges, taxes and assessments;

(2) references to other additional insureds or persons or entities waiving subrogation;

(3) any entity specific endorsements relating to other additional insureds;

(4) any information identifying a Crown Castle financial obligation to its insurer or its insurance broker; or

(5) or any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. The City shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the responsibilities or obligations and the City's acceptance of the Crown Castle's work in the ROW and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Crown Castle's responsibility to forward renewal certificates to the City within 30 days of the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

A. The City, its representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or substantial equivalent.

(ii) Auto Liability – Under ISO Form CA 20 48 or substantial equivalent.

(iii) Excess Liability – Follow Form to underlying insurance as applicable.

B. Crown Castle's insurance shall be primary insurance as respects Crown Castle's performance of the Agreement.

C. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, waive rights of recovery (subrogation) against the City, its representatives, officers, officials and employees for any claims arising out of work performed by Crown Castle under this Agreement.

D. ACORD certificate of insurance form 25 (2016-03) is preferred.

24.2 Required Insurance Coverage.

24.2.1 Commercial General Liability. Crown Castle shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000.00 for each occurrence and $2,000,000.00 General Aggregate Limit, together with a $10,000,000 umbrella policy. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as the current ISO policy form CG 00 01 or substantial equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its representatives, officers, officials and employees shall be included as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or substantial blanket equivalent, and if form CG 20 10 03 97 is used, it shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. The commercial general liability policy maintained by Crown Castle shall contain a provision that the City, although an additional insured, shall nevertheless be entitled to recover under said policies for loss occasioned to it, its servants or employees, by reason of the negligence of Crown Castle.

24.2.2 Vehicle Liability. Crown Castle shall maintain Business Automobile Liability insurance with a combined single limit of $5,000,000.00 each occurrence covering all of Crown Castle's owned, hired and non-owned vehicles assigned to or used in the performance of the Crown Castle's responsibilities or obligations under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its representatives, officers, directors, officials and employees shall be included as an Additional Insured code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

24.2.3 Professional Liability. If this Agreement is the subject of any professional services or work, or if the Crown Castle engages in any professional services or work adjunct or residual to performing the work under this Agreement, Crown Castle shall maintain (or, if applicable, cause its contractors or subcontractors to maintain) Professional Liability insurance covering negligent errors and omissions arising out of any professional services or obligations performed by Crown Castle, or anyone employed by the Crown Castle, with a limit of $5,000,000.00 each claim and aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services, and the Crown Castle shall be required to submit certificates

of insurance evidencing proper coverage is in effect as required above.

24.2.4 Workers' Compensation Insurance. Crown Castle shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Crown Castle's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than$500,000.00 for each accident, $500,000.00 disease for each employee and $1,000,000.00 disease policy limit.

24.3 Cancellation and Expiration Notice. Upon receipt of notice from its insurer, the Crown Castle shall provide the City notice of cancellation of any insurance policy required under this Agreement.

24.4 Alternative to Required Forms. The requirements for the use of specific ISO or ACORD insurance forms and/or compliance with their specific provisions set forth in this Section 25 shall be deemed satisfied in the event Crown Castle (A) provides such certificates and endorsements on published ISO or ACORD forms or their substantial equivalents, and (B) maintains a net worth in excess of $55,000,000.00 during the term of this Agreement, with evidence of such net worth provided in a form acceptable to the City Manager.

25. Indemnity.

25.1 Generally. Crown Castle acknowledges that it has liability for any and all of its Facilities installed in the public ROW and for its use of the ROW and for its exercise of its rights under this Agreement directly or through its Contractor(s), except to the extent of intentional acts or gross negligence on the part of the City. To the fullest extent permitted by law, Crown Castle, shall defend, indemnify and hold harmless the City, or its officials, boards, commissions, agents or employees, individually and collectively, for, from and against any and all Claims (as defined in Section 1) arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, omissions of Crown Castle, its employees, agents, or any tier of Contractors or any other person for whose acts, errors, mistakes, or omissions Crown Castle may be legally liable and from any Claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Crown Castle, its agent, employees or representatives to fulfill Crown Castle's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this paragraph shall survive termination of this Agreement. This indemnification applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

25.2 Defense Costs. Crown Castle further agrees to indemnify and hold harmless the City, its officers and its employees from and against all costs, damages, and expenses incurred by the City, its officers and its employees in the defense of any litigation brought by third parties challenging the right of the City to enter into this Agreement with Crown Castle under City or other applicable law.

25.3 Tender of Defense. In the event that any notice of claim is served or litigation is commenced, City shall tender the defense of the litigation to Crown Castle, who shall immediately defend the litigation. Crown Castle shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Crown Castle (and, where such terms directly obligate or affect City, acceptable to City). Crown Castle agrees to keep the Avondale City

Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Crown Castle or its insurance carrier.

25.4 Notice. The Parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all relevant accident reports, incident reports, statements or other documents relevant to or which may lead to relevant materials or information, in the possession of the other party, its employees, agents, subcontractors, and/or others, promptly upon request.

25.4.1 Relevant Information. Both Parties agree to make their employees, agents, and Contractors available to the other party to gather any relevant information relating to an incident in which claims, demands, or lawsuits arise from.

26. Construction of Interpretation. It is the purpose of this Section 26 to provide maximum indemnification to City under the terms and conditions expressed and, in the event of a dispute, this Section 26 shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Crown Castle against any and all Claims. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose only from City's sole gross negligence or intentional acts. Only in this event may Crown Castle then commence an action against City for damages related to that portion judicially determined to be City's fault.

26.1 Survival. The provisions of this Section 26 shall be and remain a binding right and obligation of the City and Crown Castle. It is the intent of Crown Castle and the City upon the Effective Date of this Agreement that this Section 26 serves as any such declaration and shall be a binding obligation of and inure to the benefit of Crown Castle and the City and their respective successors and assigns, if any. Any failure by Crown Castle to indemnify the City as required under this Section 26 shall be considered a material breach of this Agreement. Notwithstanding anything to the contrary herein, Crown Castle shall not be obligated to indemnify the City on any provision of this Agreement that is later determined to be invalid.

26.2 Insurance No Limit. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 25.

26.3 Reformation. As a condition to the City's executing this Agreement, Crown Castle specifically agrees that, to the extent any provision of this Section 26 is not fully enforceable against Crown Castle for any reason whatsoever, this Section 26 shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

27. Limitation of Liability.

27.1 Limited to Gross Negligence. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Crown Castle or to its affiliates or customers for any interference with or disruption in the operations of Crown Castle 's Fiber Optic Networks or the provision of services, or for any damages arising out of or materially related to Crown Castle's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials,

employees, departments, boards and commissions.

27.2 No Liability for Agreement Enforcement. Crown Castle also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

27.3 Crown Castle Assumption of Risk. Crown Castle shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this license.

28. Transferability of License and Agreement.

28.1 Personal to Crown Castle. This license is personal to Crown Castle.

28.2 Transfer to Related Entity. Notwithstanding the foregoing, Crown Castle may transfer or assign this Agreement to any affiliate entity under common corporate control, or to the surviving entity in the event of a merger or acquisition of Crown Castle without City's prior consent. Crown Castle shall, however, give notice to the City of any such transfer or assignment.

28.3 Transfer Conditions. In making a determination as to whether to approve a transfer or assignment, the City may consider the following:

28.3.1 Required Application Information. The same information required on an original application for the license.

28.3.2 Crown Castle Compliance. Whether Crown Castle is in compliance with its license and Avondale City Code and if not, the proposed transferee's commitment to cure such noncompliance.

28.3.3 Contract Impairment. Whether the proposed transfer or assignment would result in an evasion of other applicable provisions of law or impair lawful contracts.

28.3.4 Effect on City's Interests. The effect of the transfer or assignment on the City's interests.

28.4 Acceptance by Assignee. No application for a transfer of a license shall be granted unless the proposed transferee or assignee agrees in writing that it will abide by and accept all terms of this Agreement and the Avondale City Code, and that it will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of Crown Castle under this Agreement for all purposes, including renewal.

28.5 Approval not Waiver. Approval of the City of a transfer or assignment of this Agreement does not constitute a waiver or release of any of the rights of the City, whether arising before or after the date of the transfer or assignment.

28.6 Transfer Remedies. When consent is required, any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Crown Castle and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

28.7 Transfer Fee. Crown Castle shall pay to City in advance the sum of $2,000 as a nonrefundable fee for legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, whether or not City grants such request.

29. No Third Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Crown Castle's construction of improvements, Crown Castle's negligence, Crown Castle's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Crown Castle), or otherwise as a result of the existence of this Agreement.

30. Crown Castle's Records.

30.1 Recordkeeping. During the entire term of this Agreement, Crown Castle shall keep records and provide information to City regarding the following:

30.1.1 Facility Status. The status of the construction, repair, location or relocation of Crown Castle's Facilities.

30.1.2 Fiber Optic Networks. Information relating to any Fiber Optic Networks on portions of the route that are not exempt from a fee imposed for occupation of the ROW.

30.1.3 Obligations of Agreement. Information relating to this Agreement and/or to City's or Crown Castle's rights or obligations under this Agreement.

30.2 Record Form. Crown Castle shall make available to City the requested reports or records in the formats in which they are customarily prepared by Crown Castle. Crown Castle reserves the right to object to any request made under this Section 30 as unnecessary, unreasonable or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to City.

30.3 Inspection. If necessary for the City to determine Crown Castle's compliance with the terms of this Agreement or other applicable law, Crown Castle shall provide relevant documentation as requested by the City and respond to questions in a format and time period to be decided by the Parties based on the nature of the request. Such records shall be available to City at Crown Castle's offices in Maricopa County, Arizona or delivered electronically as may be

appropriate. Crown Castle shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with City's access to such records.

30.3.1 Service Documentation. Such documentation can include information on the type of services Crown Castle is offering its customers (but not necessarily information disclosing any particular service being provided to a specific customer) and/or the financial information used in calculating any payments or taxes due to the City under this Agreement. If Crown Castle determines that in order to respond to City's request for documentation, it must reasonably provide Proprietary Information, Crown Castle shall so mark such documentation as "Confidential" and state the reason it believes the information is proprietary.

30.3.2 Proprietary Documentation. Proprietary Information disclosed by Crown Castle to the City or its constituent departments shall be regarded as Proprietary as to third parties. If the City receives a request to disclose such information, the City shall notify Crown Castle of such request and allow Crown Castle a reasonable opportunity to defend its information from disclosure.

30.3.3 Public Domain Documentation. Information that is already in the public domain shall not be considered Proprietary Information. If public domain information is included with Proprietary Information on the same document, the City shall only disclose those portions within the public domain.

30.3.4 Disclosure Required by Law. Notwithstanding any provision in this Agreement, Crown Castle acknowledges and understands that the City is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. § 39-121 *et seq.*).

30.4 Reports. Upon request and subject to any necessary confidentiality requirements, Crown Castle shall provide to City copies of any communications and reports submitted by Crown Castle to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

31. Penalties for Violation of Terms.

31.1 Cumulative Remedies. City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Crown Castle complies with the terms of this Agreement or the applicable law. Such remedies are cumulative and may be pursued in the alternative.

31.2 No Special Damages. Neither Party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the Party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy. This limitation will not apply to any breach of obligations related to confidentiality.

32. Liquidated Damages for Violations.

32.1 No Reduction of Indemnity or Insurance. Crown Castle's obligation to pay

liquidated damages does not in any way detract from Crown Castle's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Crown Castle's obligation to pay liquidated damages.

322 Liquidated Damages Calculated. Crown Castle understands and agrees that failure to comply with any time and performance requirements in this Agreement or the requirements of the Avondale City Code will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the Parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the security fund for the following concerns:

32.2.1 ROW Restoration. Each failure to properly restore the public ROW or to correct related violations of specifications, code ordinance or standards within 15 business days of having been notified by the City to correct such defects – $500 per day. Such amount in addition to any cost the City may incur to restore the ROW or correct the violation.

32.2.2 Records Availability. Each failure to make Crown Castle's books and records available as required by this Agreement and such failure continues for 15 business days after receipt of notice of failure to provide from the City – $250 per day.

32.2.3 Unauthorized Transfer. Any unauthorized partial or total transfer of this Agreement –$4,000 per transfer.

32.2.4 Material Action. Each material instance of any action or non- action by Crown Castle contrary to the terms of this Agreement that is not cured after 30 days' notice –$500 per day.

32.2.5 Insurance Certificate. Failure to provide a valid Certificate of Insurance as required by Section 25.1.9 that is not cured after five days' notice –$50 per day.

323 Assessment. If the City concludes that Crown Castle may be liable for liquidated damages, the City shall issue to Crown Castle a Notice of Intention to Assess Liquidated Damages and allow Crown Castle an opportunity to cure in the time period specified in Section 33.2 through 33.5. The Notice shall set forth the nature of the violation and the amount of the proposed assessment. Crown Castle shall pay the liquidated damage amount within 10 business days of receipt or the City shall deduct the amount from the security fund. If, however, the liquidated damages exceed $5,000, then the following shall apply:

32.3.1 Extended Payment Period. Crown Castle shall have 30 days of receipt of such notice to pay the liquidated damage amount or give City notice contesting the assertion of noncompliance.

32.3.2 Contest of Assessment. In the event that Crown Castle contests the City's assertion of violation or fails to respond to the City's notice of intent to assess liquidated damages, City shall schedule a hearing before a neutral hearing officer to determine whether the liquidated damages were properly assessed. The City shall provide Crown Castle with at least 10 business days' notice of such hearing, which shall specify the time, place and purpose of the hearing.

At the hearing, Crown Castle will be given the opportunity to be heard and present evidence. If the result of the hearing is that Crown Castle is responsible for the liquidated damage amount, then the amount determined at the hearing will be due 10 days after the hearing decision is announced. The hearing officer's determination shall be final and conclusive.

33. Revocation/Termination.

33.1 Early Termination. The license granted hereunder may be revoked and/or the Agreement terminated prior to its date of expiration by the City for the following reasons:

33.1.1 Material Failure. Crown Castle fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, letter of credit, and/or a performance bond.

33.1.2 Failure to Pay. Crown Castle fails to make payments in the amounts and at the time specified in this Agreement after a final determination that the payments were owed.

33.1.3 Cessation of Business. Crown Castle ceases doing business in the City.

33.1.4 Map Failures. Crown Castle fails to provide current, accurate as-built plans and maps showing the location of all Facilities installed or constructed in the City.

33.1.5 Bankruptcy. Crown Castle is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Crown Castle as a going concern, or if there is any similar action that affects Crown Castle's capability to perform its obligations under this Agreement.

33.1.6 Lack of License. Crown Castle fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

33.1.7 Court Order. A court has issued an injunction that in any way prevents or restrains Crown Castle's use of any portion of the ROW and remaining in force for a period of at least 30 consecutive days.

33.2 Cure Period. Before terminating the Agreement under Sections 33.1.1, 33.1.2, 33.1.4, or 33.1.6, the City Manager or a designee, shall give prior written notice to Crown Castle of the defect in performance and give Crown Castle 60 days within which to cure the defect in performance.

33.3 Cure Period Waived for Misconduct. The City need not provide a 60 day cure period prior to termination if the City finds that the defect in performance under the Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Crown Castle has already had notice and opportunity to cure.

33.4 Manager Authority. The City Manager has the authority to terminate Agreement, subject to Crown Castle's right to notice and cure where provided.

33.5 Hearing Prior to Revocation of License. If requested by Crown Castle not later than 10 days prior to end of the applicable cure period, the City will hold a hearing prior to termination of this Agreement. Such hearing will be held in the same manner as set forth in Subsection 31.5.2 above.

33.6 Termination by Mutual Agreement. This Agreement may be terminated prior to its date of expiration by Crown Castle by providing the City with 90 days written notice and only upon making arrangements satisfactory with the City Manager to remove all Crown Castle's Facilities from public property and the ROW, unless the City Manager agrees in writing to allow Crown Castle to abandon part or all of its Facilities in place. If the City Engineer agrees to allow Crown Castle to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Crown Castle shall cooperate to execute any documents necessary to accomplish such transfer within 30 days of such allowance of abandonment.

33.7 Equipment Removal. Notwithstanding anything in Section 33.6 above, upon termination of this Agreement, Crown Castle shall remove all of its optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment within 90 days.

34. Non-use/Abandonment of the Facilities.

34.1 Removal on Abandonment. An "Abandoned Facility" will mean a Facility no longer in service or physically disconnected from a portion of the operating Facility or from any other Facility that is in use or still carries service. If Crown Castle ceases to provide services or abandons use of any of its Facilities, upon cancellation or termination of the Agreement, Crown Castle shall notify the City and may, subject to the City's approval, permanently abandon the Facilities in place. In such event, the City, at its option, may acquire ownership of the Facilities. In lieu of permanent abandonment, the City may require Crown Castle, to the reasonable satisfaction of the City and without cost or expense to the City, to promptly remove the Facilities and to restore the public property and ROW to a reasonable condition under the supervision of the City.

34.2 City Property. Upon permanent abandonment, if the City does not require removal, Crown Castle shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities, which are not removed as required by the City within 90 days of either such date of termination or cancellation or of the date the City issued a permit authorizing removal, whichever is later, automatically shall become the property of the City. Crown Castle will notify the Arizona Blue Stake Center to record the Facilities that have been abandoned.

34.3 Title to Property. Title to any and all personal property installed by Crown Castle upon the ROW that is not removed during the period set forth in Section 34.2 shall automatically vestin City.

34.4 On-going Use. Nothing in Section 34.1 shall be deemed to require Crown Castleto remove Facilities that the Crown Castle uses for the provision of services other than

Telecommunications Services or Interstate Telecommunications Services, so long as such use of Facilities for the provisions of the ongoing other services is authorized by the City pursuant to this Agreement.

35. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when Crown Castle receives written notice of the cancellation, unless the notice specifies a latertime.

36. Gratuities. City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a gratuity was offered or made by Crown Castle or a representative of Crown Castle to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including making any determination or decision about Agreement performance. City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by Crown Castle.

37. Condemnation.

37.1 Generally. The following shall govern any condemnation of any part of or interest in the area used and/or occupied by Crown Castle and any conveyance to City or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

37.1.1 Termination for Condemnation. This Agreement shall terminate as to the portion taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

37.1.2 Power to Condemn. Crown Castle acknowledges that City and others from time to time may use the power to condemn the area used by Crown Castle or any interest therein or rights thereto.

A. City reserves the right of condemnation or eminent domain over the area used and/or occupied by Crown Castle. City does not warrant that it will not condemn the area(s) used and/or occupied by Crown Castle during the term of this Agreement, but City does not presently have intentions to condemn such area(s).

B. City also reserves the right through its powers of eminent domain to acquire all or any portion of the Facilities owned by Crown Castle in accordance with the applicable conditions set forth in the Arizona Revised Statutes. However, under no circumstances shall any valuation be made for any right or privilege granted by this Agreement should the City acquire the property of Crown Castle.

38. Notice.

Notices and Requests. Any notice or other communication required or permitted

to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Dr. Avondale, Arizona 85323 Attn: Charles Montoya, City Manager <u>With copy to:</u> City of Avondale City Attorney's Office 11465 West Civic Center Dr. Avondale, AZ 85323 Attn: Nicholle Harris, Interim City Attorney
If to Crown Castle:	Crown Castle Fiber LLC Attn: Ken Simon, General Counsel 2000 Corporate Drive Canonsburg, PA 15317
With a copy to:	Crown Castle Fiber LLC Attn: SCN Contracts Management 2000 Corporate Drive Canonsburg, PA 15317

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

39. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within Maricopa County, Arizona.

40. Partial Invalidity. If any one or more of the provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or

constitutionality of the remaining portions of this Agreement.

41. No Warranty.

41.1 As to License. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

41.2 As to ROW. Crown Castle acknowledges and agrees that City does not warrant the condition or safety of its row or the premises surrounding the same, and Crown Castle hereby assumes all risks of any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any City ROW.

42. Non-Waiver. Neither Party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

43. Remedies Not Exclusive. The remedies set forth in this Agreement are not exclusive. Election of one remedy does not preclude the use of other remedies.

44. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Crown Castle, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Crown Castle and is beyond its reasonable control.

45. Dispute Resolution. In the event of a dispute between the Parties to this Agreement regarding a provision of this Agreement, a Party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the Parties will meet in good faith to attempt to resolve the dispute. If the Parties fail to resolve the dispute, then the Parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing Parties, the disputing Parties shall mutually agree upon the services of one mediator whose fees and expenses shall be borne equally by the disputing Parties. If the dispute is not resolved within a reasonable time, the disputing Parties shall be free to use other remedies such as nonbinding arbitration or litigation to resolve the dispute.

46. Exhibits. All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement as if fully set forth herein

47. Survival of Liability. All obligations of Crown Castle and City hereunder and all warranties and indemnities of Crown Castle hereunder shall survive termination of this Agreement.

48. Complete Agreement. This Agreement, including any Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the

Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral.

49. Modification or Amendment. This Agreement cannot be modified or amended except in writing signed by both Parties.

50. Israel. Crown Castle certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

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

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles Montoya, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On_____, 2020, before me personally appeared_____, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

"Crown Castle"

CROWN CASTLE FIBER LLC,
a New York limited liability company

By: [redacted]

Name: ANGELA McINTYRE

Title: DIRECTOR, WEST REGION

(ACKNOWLEDGMENT)

STATE OF Arizona)
)ss
COUNTY OF Maricopa

On June 9th, 2020, before me personally appeared Angela McIntyre, the director of CROWN CASTLE FIBER LLC, a New York limited liability company, 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 Crown Castle Fiber LLC.

[redacted]

Notary Public

(Affix notary seal here)

OFFICIAL SEAL
ASHLEY ALGIEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 30, 2021

EXHIBIT A
TO
WIRED TELECOMMUNICATIONS LICENSE
AND
RIGHT-OF-WAY USE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CROWN CASTLE LLC

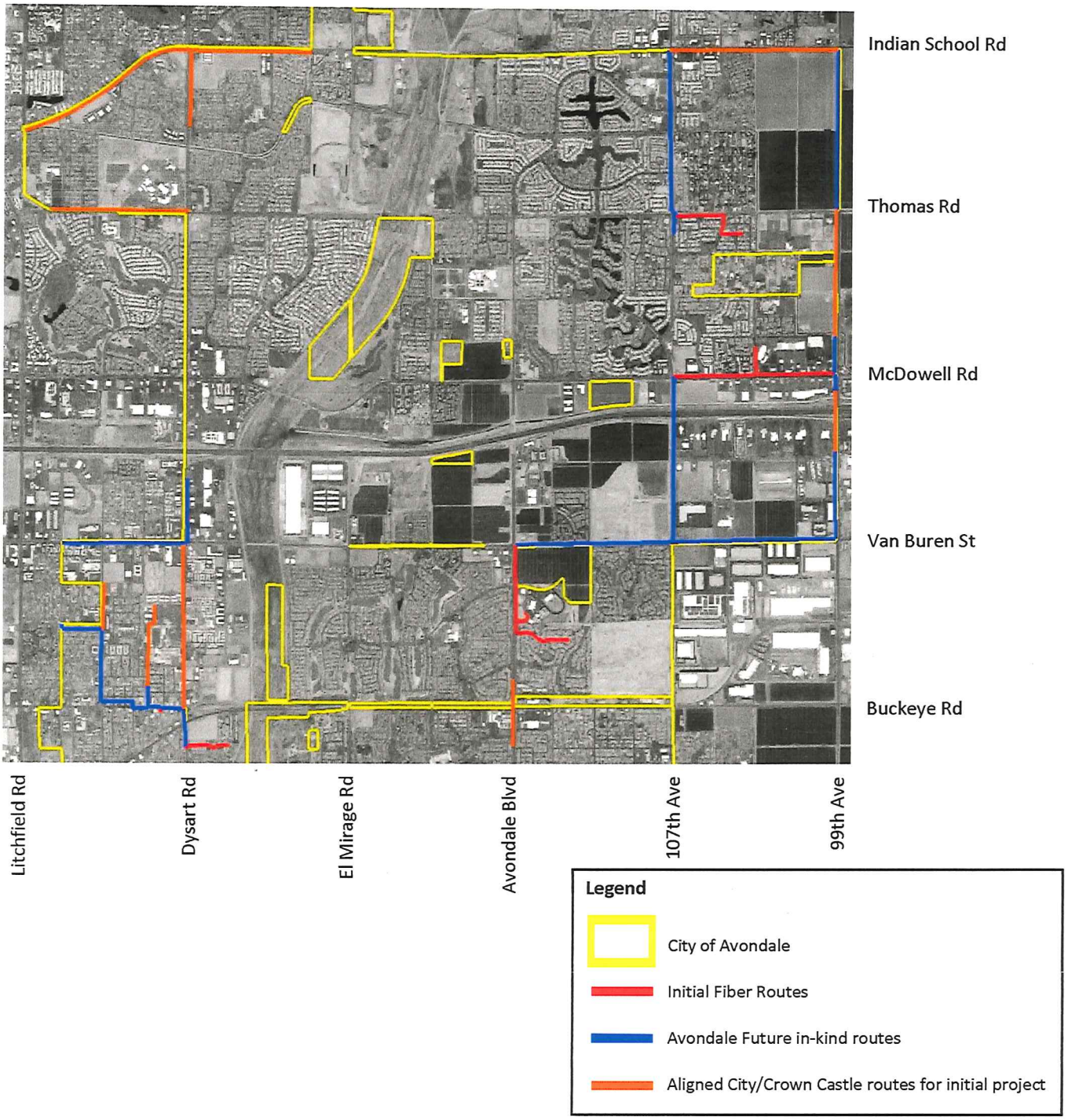
[Map of Use Areas and City In-Kind Locations]

See following page.

The map contained within this exhibit is considered confidential and proprietary by Crown Castle. The map will be kept on file in the City's Development Services and Engineering Department and will be released publicly only pursuant to Section 30 of this Agreement.

Exhibit A

Initial Fiber Routes & future deployments within all legal limits of Avondale ROW



Item Number: 3.n.

CITY COUNCIL REPORT

SUBJECT: Re-Plat of BioLife Avondale Lots 1B and 1C - Application PL-20-0057

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director (623) 333-4011

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

PURPOSE:

City Council will consider a request by Mr. Joe Cirone, JMC Engineering, for approval of a Re-Plat of BioLife Avondale Lots 1B and 1C, approximately 2.46 net acres of property located at the northeast corner of McDowell Road and 107th Avenue. The proposed Re-Plat combines two existing lots, 1.93-acre Lot 1B and 0.53-acre Lot 1C, into a single 2.46-acre parcel to accommodate future commercial development in accordance with the property's Planned Area Development (PAD) zoning. The Council will take appropriate action.

BACKGROUND:

The 2.46 net acre subject property (Exhibits A and B) is located at the northeast corner of McDowell Road and 107th Avenue. The property consists of 1.93-acre Lot 1B and 0.53-acre Lot 1C of the BioLife Avondale subdivision that was approved by the City Council in January 2020. The property is vacant and undeveloped.

The property was annexed into the City's corporate limits in February 1985 and rezoned to Planned Area Development (PAD) in May 1985 as part of the 113.1-acre Harbor Shores PAD. The Harbor Shores PAD, twice amended, allows for 25.1-acres of commercial development at the intersection of McDowell Road and 107th Avenue. This commercial sub-area, of which the subject property is a part, is to be developed with uses and development standards of the City's C-2 (Community Commercial) zoning district. The Harbor Shores PAD also allows for 88.0-acres of single-family residential development expanding out from the southeast corner of 107th Avenue and Encanto Boulevard.

Approximately 13.2 of the PAD's 25.1 commercial acres have been developed with C-2 uses including a behavioral health hospital, medical offices, and a mini-storage facility. Additionally, the 2.8-acre parcel immediately north of the subject site is under construction with a plasma center, BioLife Plasma Services. The remaining 9.1 acres, inclusive of the subject property, are undeveloped with no approved plans for development.

The property is designated by the General Plan 2030 Land Use Map as Local Commercial (Exhibit C) and is located within the boundaries of the North Avondale Specific Plan (NASP). The Local Commercial land use designation provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. The North Avondale Specific Plan furthers goals, policies and objectives of the General Plan 2030 to ensure that the existing residential character of North Avondale is protected through implementation of

compatible design. The site is also located within the Avondale Health-Tech Corridor, a City initiative to create a medically-oriented employment center along McDowell Road from 99th Avenue to the Agua Fria River.

Existing uses and zoning of surrounding properties include:

North: A 2.48-acre parcel upon which BioLife Plasma Services, a plasma center, is currently under construction. The BioLife property is zoned Harbor Shores PAD.

East: Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned Harbor Shores PAD.

South: Vacant, undeveloped property zoned Park 10 PAD. The Park 10 PAD allows for commercial and office uses.

West: Multiple uses occur west of the property across 107th Avenue. From north to south:

- Desert Lakes Professional Plaza, a fully developed 6-acre site consisting of seven office buildings that have been divided into a total of ten office condominiums. The property is zoned Crystal Gardens PAD, which allows for C-2 (Community Commercial) uses within the office condominiums.

- A 2.0-acre parcel developed with a Walgreens retail pharmacy. The property is zoned Crystal Gardens PAD.

SUMMARY OF REQUEST:
The applicant is requesting approval of a Re-Plat of BioLife Avondale Lots 1B and 1C (Exhibit E). The proposed Re-Plat combines two (2) existing lots, 1.93-acre Lot 1B and 0.53-acre Lot 1 C, into a single 2.46-acre parcel to accommodate future commercial development as permitted by the Harbor Shores Planned Area Development.

Due to a pending real estate transaction, these parcels were not able to be combined as intended on the original BioLife Re-Plat that was approved by the Council in January 2020. This proposed Re-Plat fulfills the stipulation of the January 2020 Council approval that requires Lots 1B and 1C be combined through approval and recordation of a subsequent Re-Plat before development of the site can occur.

All required right-of-way and easements have been previously dedicated to the City; no new right-of-way or easements are dedicated with this Re-Plat.

Before the site can be developed, administrative approval of a Site Plan/Design Review application is required. No Site Plan/Design Review applications have been submitted for the property as of April 30, 2020.

PUBLIC PARTICIPATION:
Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:
The Planning Commission does not review Re-Plat applications.

ANALYSIS:

- The proposed Re-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 Re-Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Harbor Shores Planned Area Development (PAD)

- All required rights-of-way have been dedicated to the City by previously approved and recorded Minor Land Divisions, Final Plats, and Re-Plats. No additional right-of-way is required with this Re-Plat.

DISCUSSION:

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Re-Plat is in conformance with the Harbor Shores PAD, including conditions of approval.

3. 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: Encourage & Support Creative Innovation in Development & Service Delivery

- STRATEGIC GOAL: Encourage a Flexible Environment Responsive to Market Trends

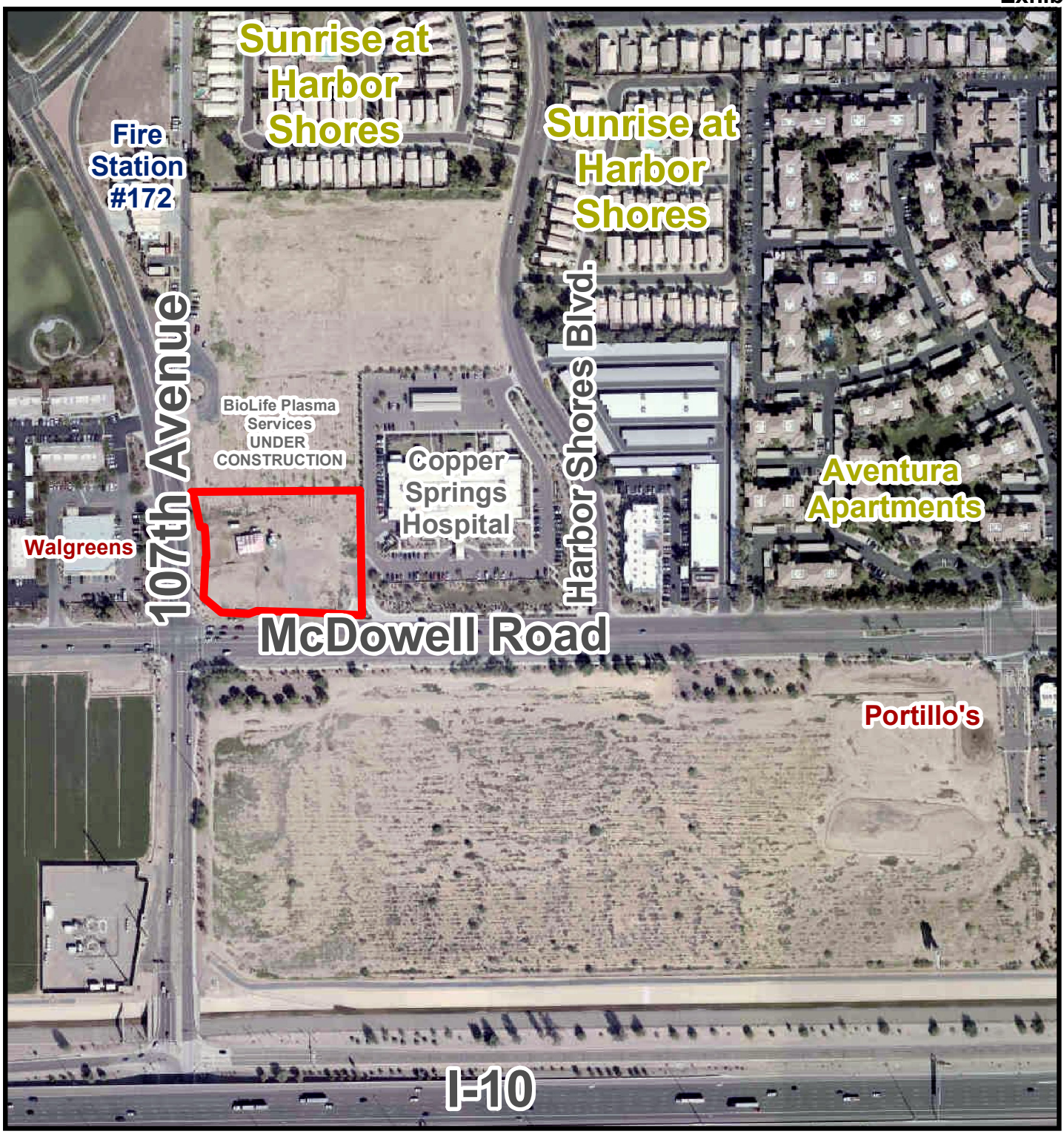
BUDGET IMPACT:
No budget impacts.

RECOMMENDATION:
No public hearing is required. The City Council will **APPROVE** Application PL-20-0057, a request for a Re-Plat of BioLife Avondale Lots 1B and 1C, combining the lots into a single parcel, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat of BioLife Avondale Lots 1B and 1C date stamped April 28, 2020.

PROPOSED MOTION:
I move that City Council **APPROVE** Application PL-20-0057, a request for a Re-Plat of BioLife Avondale Lots 1B and 1C, combining the lots into a single parcel, subject to one (1) recommended condition of approval as listed in the staff report.

Exhibit A

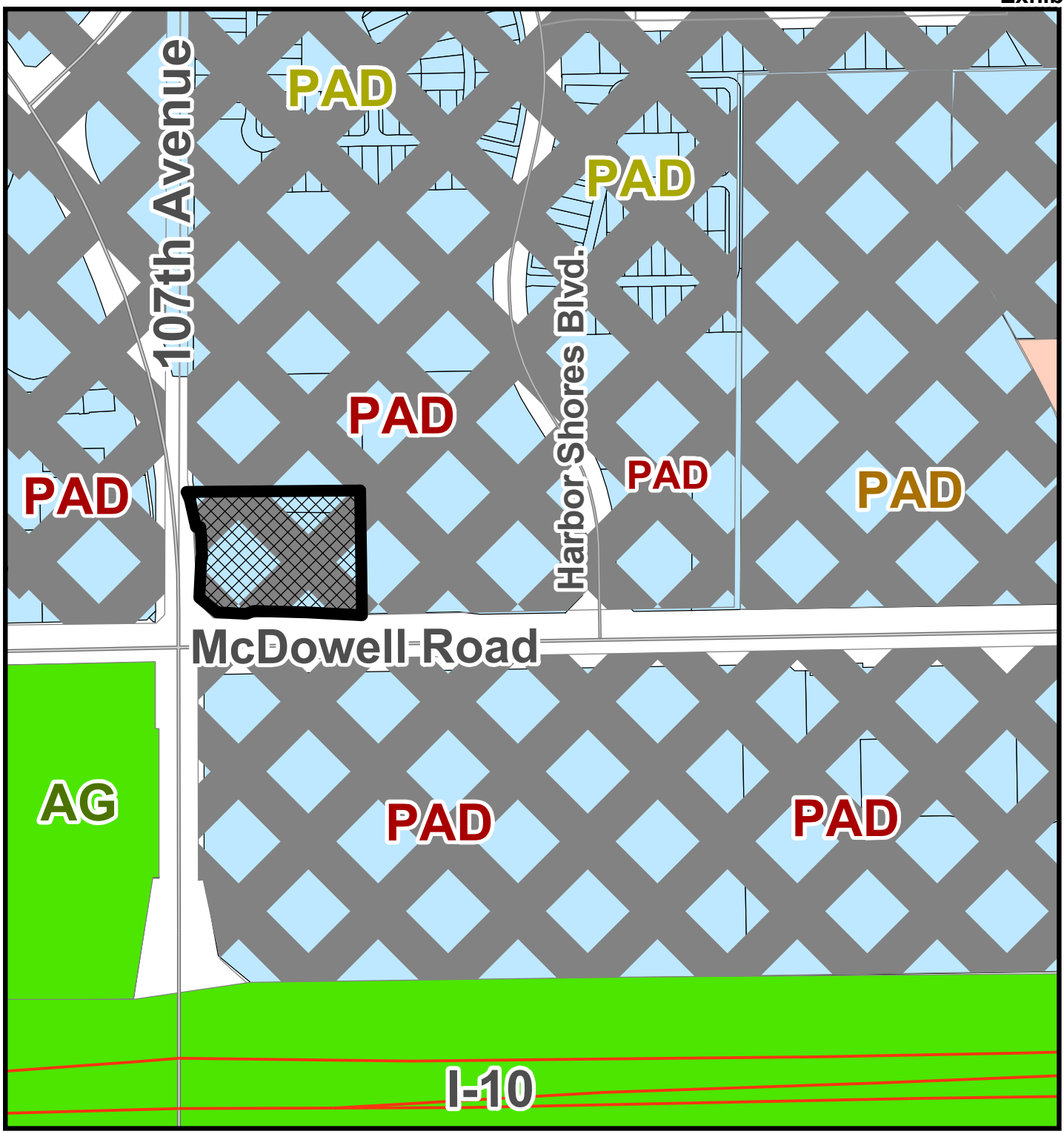


Aerial Photograph

Avondale

Subject Property

Exhibit B

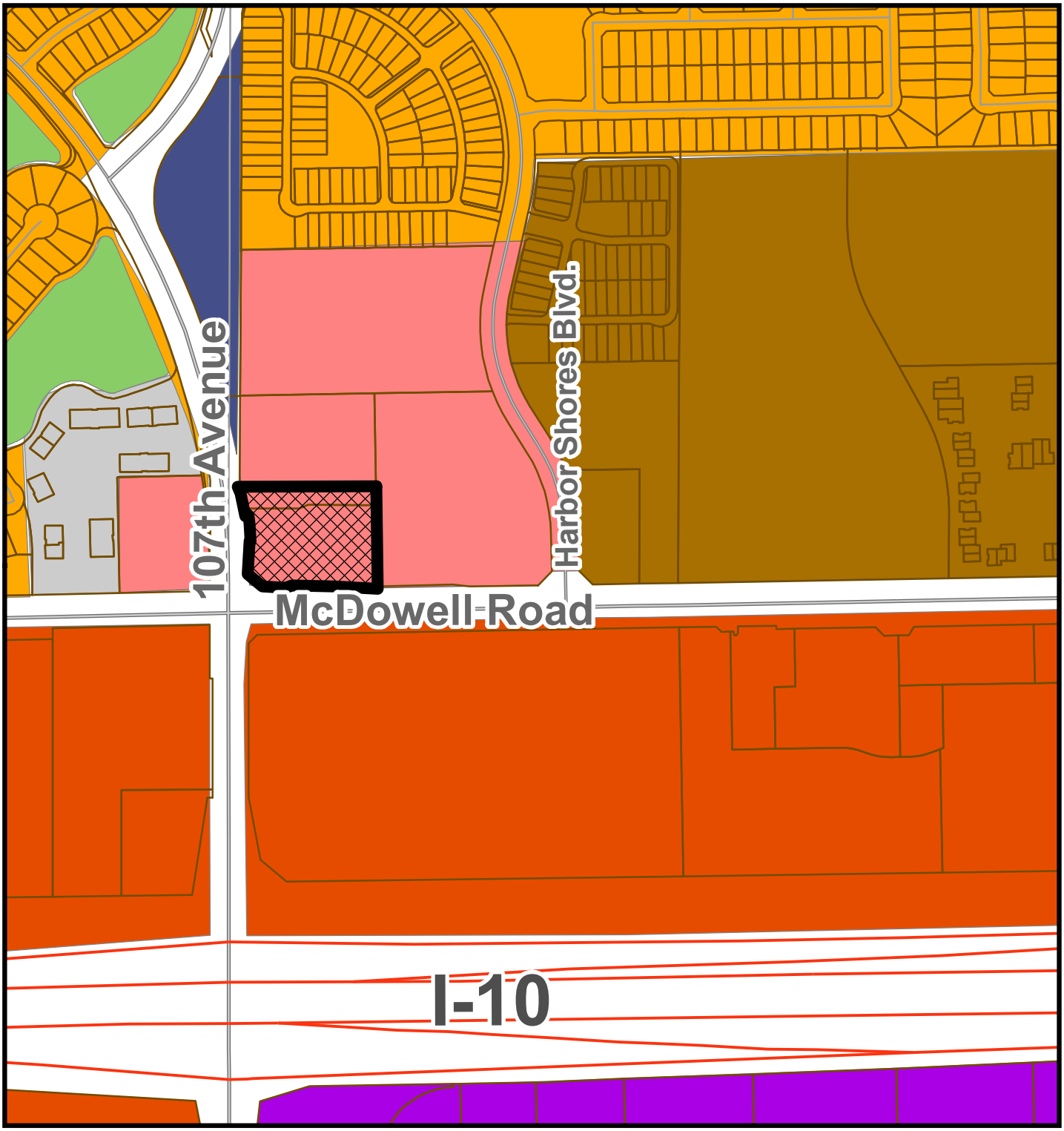


Zoning Vicinity Map

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

- Freeway Commercial
- Business Park
- Local Commercial
- Subject Property
- High Density Residential
- Medium Density Residential
- Public/Civic
- Office/Professional
- Open Space and Parks

Avondale

SUMMARY OF RELATED FACTS
APPLICATION PL-20-0057

THE PROPERTY	
PROPERTY SIZE	Approximately 2.46 net acres
LOCATION	Northeast corner of McDowell Road and 107th Avenue
PHYSICAL CHARACTERISTICS	The property is vacant and undeveloped.
GENERAL PLAN LAND USE DESIGNATION	Local Commercial
EXISTING ZONING	Harbor Shores Planned Area Development (PAD)
ZONING HISTORY	The property was annexed into the City of Avondale in February 1985 and rezoned to Planned Area Development (PAD), as part of the 113.1-acre Harbor Shores PAD, in May 1985. The PAD permits development of the subject parcel with C-2 (Community Commercial) uses and development standards.

SURROUNDING ZONING AND LAND USE	
NORTH	A 2.48-acre parcel upon which BioLife Plasma Services, a plasma center, is currently under construction. The BioLife property is zoned Harbor Shores PAD.
EAST	Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned Harbor Shores PAD.
SOUTH	Vacant, undeveloped property zoned Park 10 PAD. The Park 10 PAD allows for commercial and office uses.
WEST OF 107TH AVENUE	From north to south: • Desert Lakes Professional Plaza, a fully developed 6-acre site consisting of seven office buildings that have been divided into a total of ten office condominiums. The property is zoned Crystal Gardens PAD, which allows for C-2 (Community Commercial) uses within the office condominiums. • A 2.0-acre parcel developed with a Walgreens retail pharmacy. The property is zoned Crystal Gardens PAD.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Desert Mirage K-8
HIGH SCHOOL	Westview High School

STREETS
107th Avenue

Classification	Minor Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	55 feet with additional ROW width at turn/deceleration lane locations
Existing half-street improvements	2 paved travel lanes, ½ center turn lane, curb, gutter, sidewalk, and street lights.
Standard half-street improvements	2 paved travel lanes, landscaped center median with left turn lanes, curb, gutter, sidewalk, streetlights, landscaping.
McDowell Road	
Classification	Major Arterial
Existing half street ROW	65 feet with additional ROW width at turn/deceleration lane locations
Standard half street ROW	65 feet with additional ROW width at turn/deceleration lane locations
Existing half street improvements	2 paved travel lanes
Standard half street improvements	3 paved travel lanes, landscaped center median with left turn lanes (full length), curb, gutter, sidewalk, streetlights, landscaping, and two bus shelters.

UTILITIES
Domestic water service will be provided to this site via an existing 16" water line in 107th Avenue. Sewer service will be provided via an existing 18" sewer main in McDowell Road. Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

Proposed Re-Plat

BioLife Avondale Lots 1B and 1C

RE-PLAT OF "BIOLIFE AVONDALE"

A RE-PLAT OF LOTS 1B AND 1C OF "BIOLIFE AVONDALE", RECORDED IN BOOK 1504 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS;
AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, AND WM INVESTMENT L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS RE-PLAT OF "BIOLIFE AVONDALE", AS AND FOR THE REPLAT OF LOTS 1B AND 1C OF "BIOLIFE AVONDALE", RECORDED IN BOOK 1504 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID LOT COMBINATION SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, STREET RIGHT OF WAY AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON THIS MAP.

IN WITNESS WHEREOF: AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, AND WM INVESTMENT L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICES, THEREUNTO DULY AUTHORIZED THIS THE _____ DAY OF _____, 2020.

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS LOT COMBINATION. THE PERSON SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____
BY: DATE

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS LOT COMBINATION. THE PERSON SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

WM INVESTMENT L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

_____
BY: DATE

ACKNOWLEDGEMENT:

STATE OF _____)
) ss
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2020 BY _____, THE _____ OF AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT:

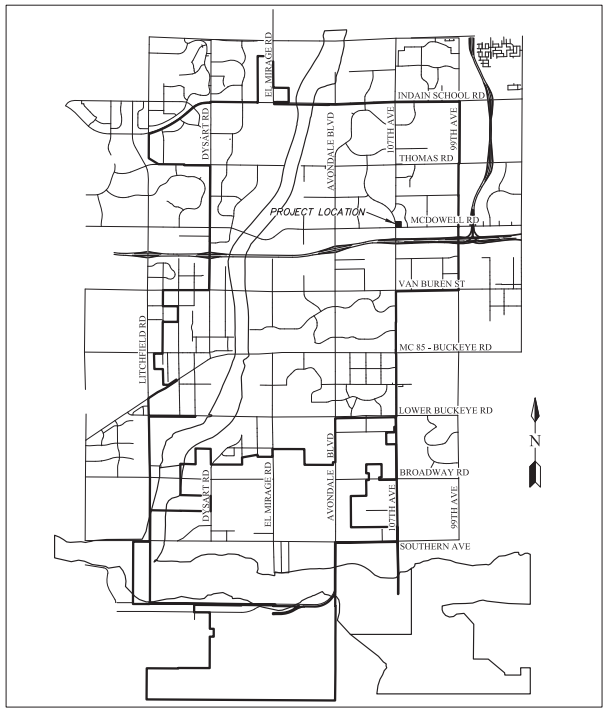
STATE OF _____)
) ss
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2020 BY _____, THE _____ OF WM INVESTMENT L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Received April 28, 2020



KEY MAP
N.T.S.

SHEET INDEX:

SHEET 1 – COVER SHEET
SHEET 2 – PLAT MAP

LAND AREA TABLE:

LOT 1B	83,850 SQ. FT. / 1.925 AC.
LOT 1C	23,386 SQ. FT. / 0.537 AC.
TOTAL	107,236 SQ. FT. / 2.462 AC.

100 YEAR ASSURED WATER SUPPLY:

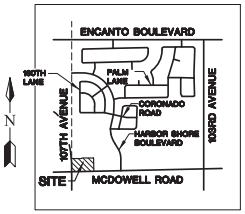
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45–576 ARIZONA REVISED STATUTES.

OWNER/DEVELOPER

AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
WM INVESTMENT L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
CONTACT PERSON: JOE CIRONE
ADDRESS: 7333 E. DOUBLETREE RANCH ROAD, SUITE 140
SCOTTSDALE, AZ 85258
PHONE: (480) 376–8750

SURVEYOR

SUPERIOR SURVEYING SERVICES, INC.
CONTACT PERSON: JAMES WILLIAMSON
ADDRESS: 2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623) 869–0223



VICINITY MAP

NOTES:

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT–OF–WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS, EXCLUDING MEDIANS ON ARTERIAL STREETS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARRIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

8. ALL UNDERGROUND STORM DRAIN IN THE PUBLIC RIGHT–OF–WAY SHALL BE MAINTAINED BY OWNER.

9. THE DEDICATED BLANKET CROSS ACCESS EASEMENT FOR PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS PER BOOK 1504 OF MAPS, PAGE 50, M.C.R., IS STILL VALID.

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION POINT 23105–1, UNIQUE POINT ID 3629, BEING THE SOUTH QUARTER CORNER OF SECTION 32, MARKED BY A 3–INCH CITY OF PHOENIX BRASS CAP IN HANDHOLE, LOCATED IN THE INTERSECTION OF 103RD AVENUE AND MCDOWELL ROAD, HAVING AN ELEVATION OF 1019.593 FEET (NAVD 88).

BASIS OF BEARING:

THE BASIS OF BEARING IS THE MONUMENT LINE OF MCDOWELL ROAD, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, USING A BEARING OF SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, PER THE FINAL PLAT OF BIOLIFE AVONDALE, RECORDED IN BOOK 1504 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA.

APPROVALS AND ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
THIS_____ DAY OF _____, 2020.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2020. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

–FOR REVIEW–
NOT FOR
CONSTRUCTION
OR RECORDING

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42137 DAVID S. KLEIN 4/16/2020 ARIZONA U.S.A.

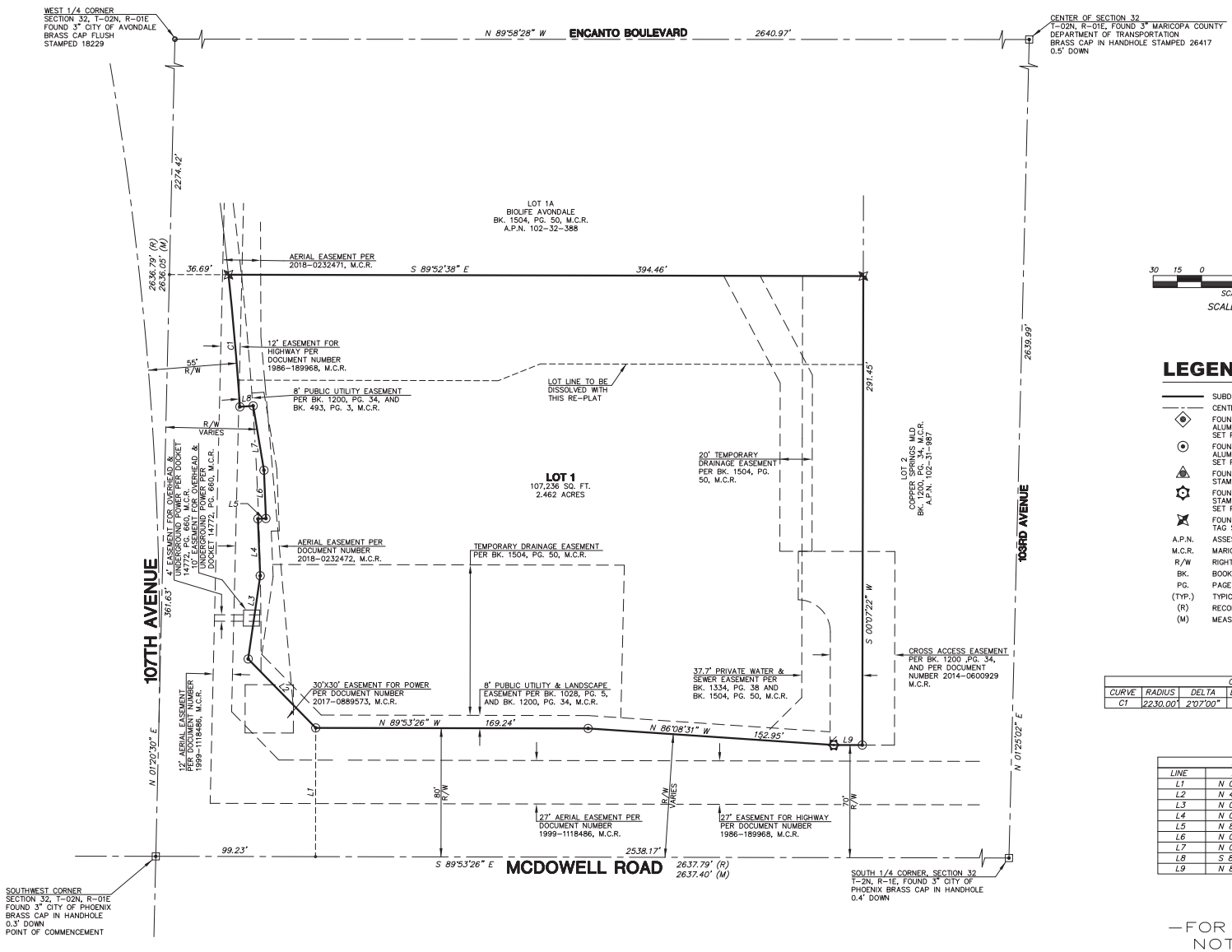
_____
REGISTERED LAND SURVEYOR DATE

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623–869–0223 (office) 623–869–0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR SURVEYING SERVICES, INC.

DEVELOPER/OWNER: AVALON MCDOWELL & WM INVESTMENT
PROJECT NAME: "BIOLIFE AVONDALE"
PLAN TYPE: RE-PLAT

DRAWING PLAN DATE: 4/16/2020
LATEST REVISION DATE:
SHEET NUMBER: 1 OF 2
PROJECT NUMBER: 202001076



30 15 0 30 60 90

SCALE IN FEET

SCALE : 1" = 30'

LEGEND:

- SUBDIVISION LINE
- CENTER LINE OR MONUMENT LINE
- FOUND 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" SET PER BK. 1504, PG. 50, M.C.R.
- FOUND 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" SET PER BK. 1483, PG. 16, M.C.R.
- FOUND 1/2" CAPPED REBAR STAMPED 17632
- FOUND NAIL IN WASHER STAMPED "KLEIN 42137" SET PER BK. 1483, PG. 16, M.C.R.
- FOUND 1/2" REBAR WITH TAG STAMPED "33881"

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
(TYP.)	TYPICAL
(R)	RECORD PER BK. 1334, PG. 38, M.C.R.
(M)	MEASURED

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2230.00'	2°07'00"	82.38'	N04°57'06"W	82.38'

LINE TABLE

LINE	BEARINGS	LENGTH
L1	N 00°06'34" E	80.00'
L2	N 44°24'36" W	60.00'
L3	N 08°14'43" E	52.26'
L4	N 02°20'59" W	35.40'
L5	N 87°39'01" E	5.00'
L6	N 02°20'59" W	30.00'
L7	N 09°30'29" W	40.56'
L8	S 86°07'50" W	8.26'
L9	N 89°53'26" W	17.76'

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
4/16/2020
EXPIRES 12/31/2021
ARIZONA, U.S.A.

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

SUPERIOR SURVEYING SERVICES, INC.

DEVELOPER/OWNER: AVALON MCDOWELL & WM INVESTMENT

PROJECT NAME: "BIOLIFE AVONDALE"

PLAN TYPE: RE-PLAT

DRAWING PLAN DATE: 4/16/2020

LATEST REVISION DATE:

SHEET NUMBER: 2 OF 2

PROJECT NUMBER: 202001076

Item Number: 3.o.

CITY COUNCIL REPORT

SUBJECT: Authorization to Proceed with Annexation - Entrada – Application PL-19-0227

MEETING DATE: 6/15/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director (623) 333-4011

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

PURPOSE:

City Council will consider a request by Ms. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of property owner Avondale Entrada, L.L.C., to begin the annexation process of approximately 203.86 acres generally located at the northwest corner of 107th Avenue and Broadway Road. The properties within the proposed annexation boundary are inclusive of some, but not all, unincorporated land located north of Broadway Road, west of 107th Avenue, south of Miami Avenue, and east of Avondale Boulevard. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes ten (10) parcels of land totaling approximately 203.86 acres generally located at the northwest corner of 107th Avenue and Broadway Road (Exhibit A). The boundary of the annexation includes some, but not all, unincorporated land located north of Broadway Road, west of 107th Avenue, south of Miami Avenue, and east of Avondale Boulevard, inclusive of the following parcels:

- ***Parcels owned by Avondale Entrada LLC, including APNs 101-24-004B, 101-24-005, 101-24-008B, 101-24-001B, 101-22-001B, 101-24-002, 101-22-004, and 101-23-004B:*** Located at the northwest corner of 107th Avenue and Broadway Road, these eight parcels totaling approximately 186.4 acres are anticipated to develop with the “Entrada” master planned community for which a Major General Plan Amendment was approved by City Council in December 2019. Rezoning of these parcels to Planned Area Development (PAD) is scheduled for the June 17, 2020 Planning Commission hearing and the August 24, 2020 City Council hearing; the proposed Entrada PAD would allow for development of 191.1 acres with 624 single-family residential lots consisting of three different minimum lot sizes (45’x110’, 50’x115’, and 55’x120’) at a density of 3.5 dwelling units per acre, 18 percent open space including parks, trails, and a centralized open air community center, and a ten (10) acre Neighborhood Commercial (C-1) site at the intersection of Broadway Road and 107th Avenue. These parcels are currently being farmed.

- ***Parcel 101-21-003B, owned by Littleton Elementary School District:*** The Littleton Elementary School District owns the 15.0-acre parcel located at the southwest corner of Miami Avenue and the 111th Avenue alignment. It is expected that this parcel will be developed by the District with an elementary school serving families within the planned new developments in this portion of Avondale, including Entrada and Verde Trails. No time frame for development of the school is known. This parcel

is currently being farmed.

- ***Parcel 101-23-003D, owned by the City of Goodyear:*** In April 2019, the City of Goodyear purchased approximately 2.4 acres located adjacent to Avondale Boulevard, approximately one-quarter (1/4) mile north of Broadway Road, to develop with a raw water pump station (RWPS) that will supply Goodyear's planned new municipal water treatment facility. Though owned by the City of Goodyear, the parcel is located within the City of Avondale planning boundary and is eligible for annexation into Avondale. The parcel is currently undeveloped and not in agricultural use.

The request also includes portions of public rights-of-way, including the east half of Avondale Boulevard directly adjacent to the City of Goodyear parcel and the north half of Broadway Road from 107th Avenue west to the current City limit established with the 2007 Hillcrest/Verde Trails. The south half of Miami Avenue and the west half of 107th Avenue are not included in the proposed annexation, as it is planned for both of these streets to remain in Maricopa County's jurisdiction to reduce maintenance cost to the City.

Approximately 110 acres subject to the annexation request is zoned Maricopa County Residential Unit Plan of Development (R1-6/RUPD), which allows for development of 6,000 square foot single-family residential lots within the County (Exhibit B). The remainder of the land is zoned Maricopa County Rural-43 (RU-43), a district that allows for agricultural and large lot single-family residential uses. As noted previously, upon annexation, it is anticipated that approximately 191 acres will be rezoned to Planned Area Development to accommodate the proposed Entrada master planned community. The remainder of land would be given City zoning equivalent to the existing County zoning. As such, parcels currently zoned Maricopa County RU-43 would be assigned Avondale RR-43 (Rural Residential) zoning while those parcels with County R1-6/RUPD zoning would be given Avondale R1-6 (Urban Residential) zoning.

Multiple General Plan Land Use Categories are designated over the subject property (Exhibit C), as follows (from most prevalent to least prevalent): 181 net acres of Medium Density Residential (2.5 to 4 dwelling units per acre), 18 net acres of Estate Low Density Residential (1 to 2.5 dwelling units per acre), and 10 net acres of Local Commercial.

Existing uses and zoning of adjacent properties that are not included in the annexation request are:

North: Multiple uses are occurring along the property's northern edge. From east to west:

- Multiple parcels, one to three acres in size, located within the City of Avondale, zoned R1-6 (Urban Residential). These parcels are mostly developed with single-family residences and related accessory structures.
- Multiple unincorporated parcels, two to three acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).

East: Multiple uses are occurring east of the property across 107th Avenue. From north to south:

- A 37.4-acre property, owned by the Flood Control District of Maricopa County (FCDMC), to be developed by the FCDMC as a large stormwater retention facility related to the future Durango Regional Conveyance Channel (DRCC). The property is located within the City of Phoenix and is zoned S-1 (Suburban Ranch or Farm Residence).

- Lions Gate, a 39.6-acre, 96-lot single-family residential community, located within the City of Phoenix, zoned R1-10 (Single-Family Residence).

- An undeveloped 33.9-acre parcel located within the City of Phoenix, zoned PCD (Planned Community

District). Development plans for this property are unknown.

South: Multiple uses are occurring along the property's southern edge. From east to west:

- Verde Trails I and II, a planned 248-acre, 891-lot single-family residential subdivision located within the City of Avondale, zoned PAD (Planned Area Development). Permits for the Verde Trails development are approved but construction has not yet commenced.

- Multiple unincorporated parcels, three to five acres in size, mostly developed with single-family residential and related accessory structures. These properties are zoned County RU-43 (Rural-43).

West: A 113.7-acre property located within the jurisdiction of Maricopa County currently in agricultural production. The property is zoned County R1-6/RUPD (Residential Unit Plan of Development), which allows for development of 6,000 square foot residential lots.

SUMMARY OF REQUEST:
The project applicant, Carolyn Oberholtzer, Bergin, Frakes, Smalley, & Oberholtzer, PLLC, is requesting that the City Council provide City Staff with an "authorization to proceed" with the proposed annexation of 203.86 acres as described in the legal description and map exhibit attached to this report as Exhibit E.

At this time, Staff expects that the required public hearing will be held during the July 27, 2020 City Council meeting, with adoption of the annexation Ordinance anticipated at the August 24, 2020 City Council meeting.

DISCUSSION:
Receiving "authorization to proceed" from City Council is the first step in the annexation of properties. Once authorized, Staff will begin completing all statutorily mandated steps towards annexation of property, including obtaining property owner and valuation information from the Maricopa County Assessor and State of Arizona Department of Revenue, scheduling the annexation for a required public hearing before City Council and a separate City Council meeting for adoption, recording a blank petition, completing all required notifications, obtaining property owner signatures, and preparing an Ordinance for the proposed Annexation.

Providing authorization to proceed does not obligate the City Council to approve the proposed annexation if and when the item does come back to a future Council meeting for adoption.

STRATEGIC PLAN:
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Ensure City has financial capacities to support development.

BUDGET IMPACT:
The annexation application included the required $6,000.00 fee that will be used towards costs related to the processing of the annexation. As noted previously, providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting.

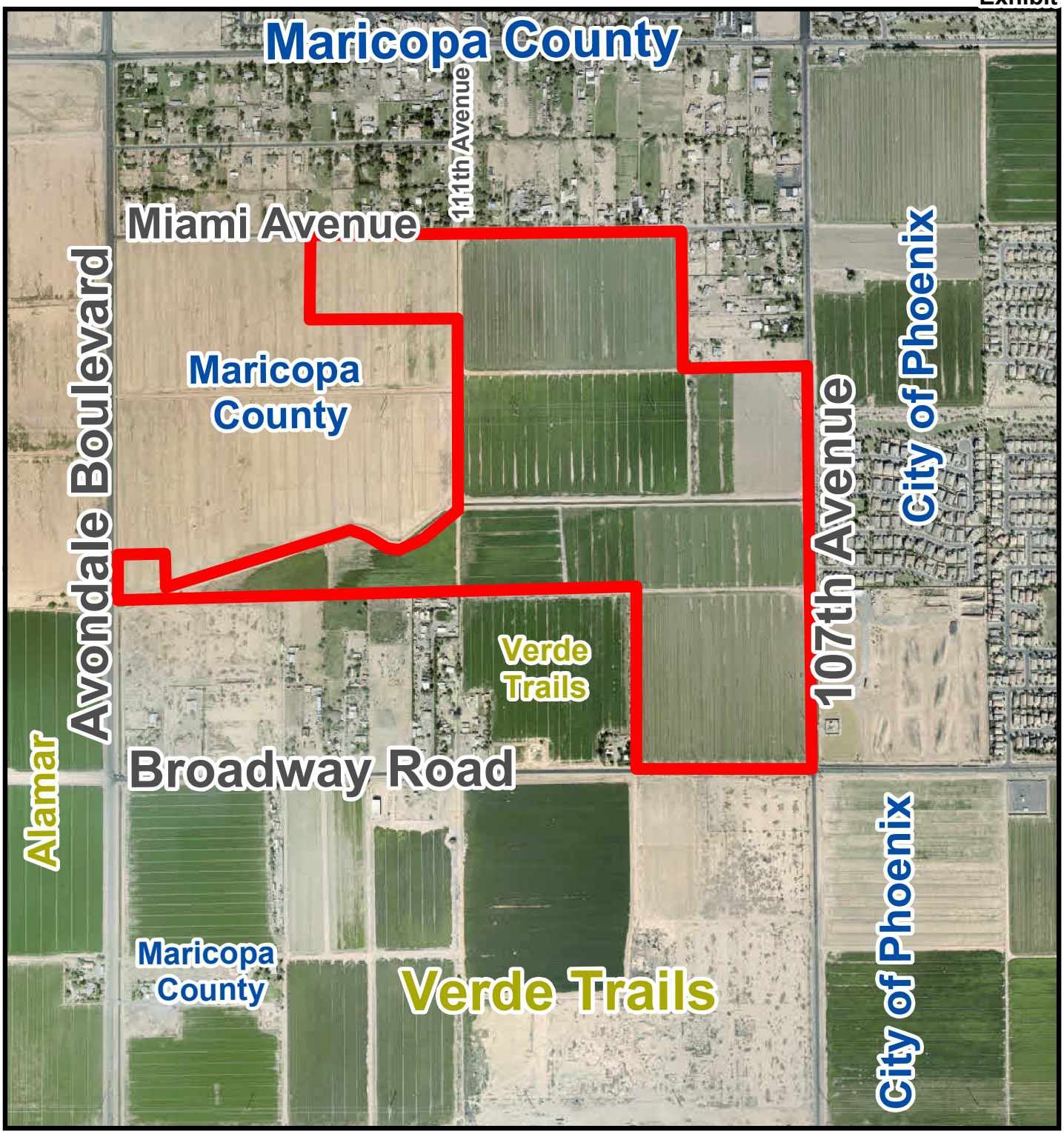
If the proposed annexation is approved at a future meeting and the properties are developed within the City, revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development impact fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

City Council will **AUTHORIZE** City Staff to proceed with the process of annexing approximately 203.86 acres generally located at the northwest corner of 107th Avenue and Broadway Road.

PROPOSED MOTION:
I move that City Council **AUTHORIZE** City Staff to proceed with the process of annexing approximately 203.86 acres generally located at the northwest corner of 107th Avenue and Broadway Road.

Exhibit A

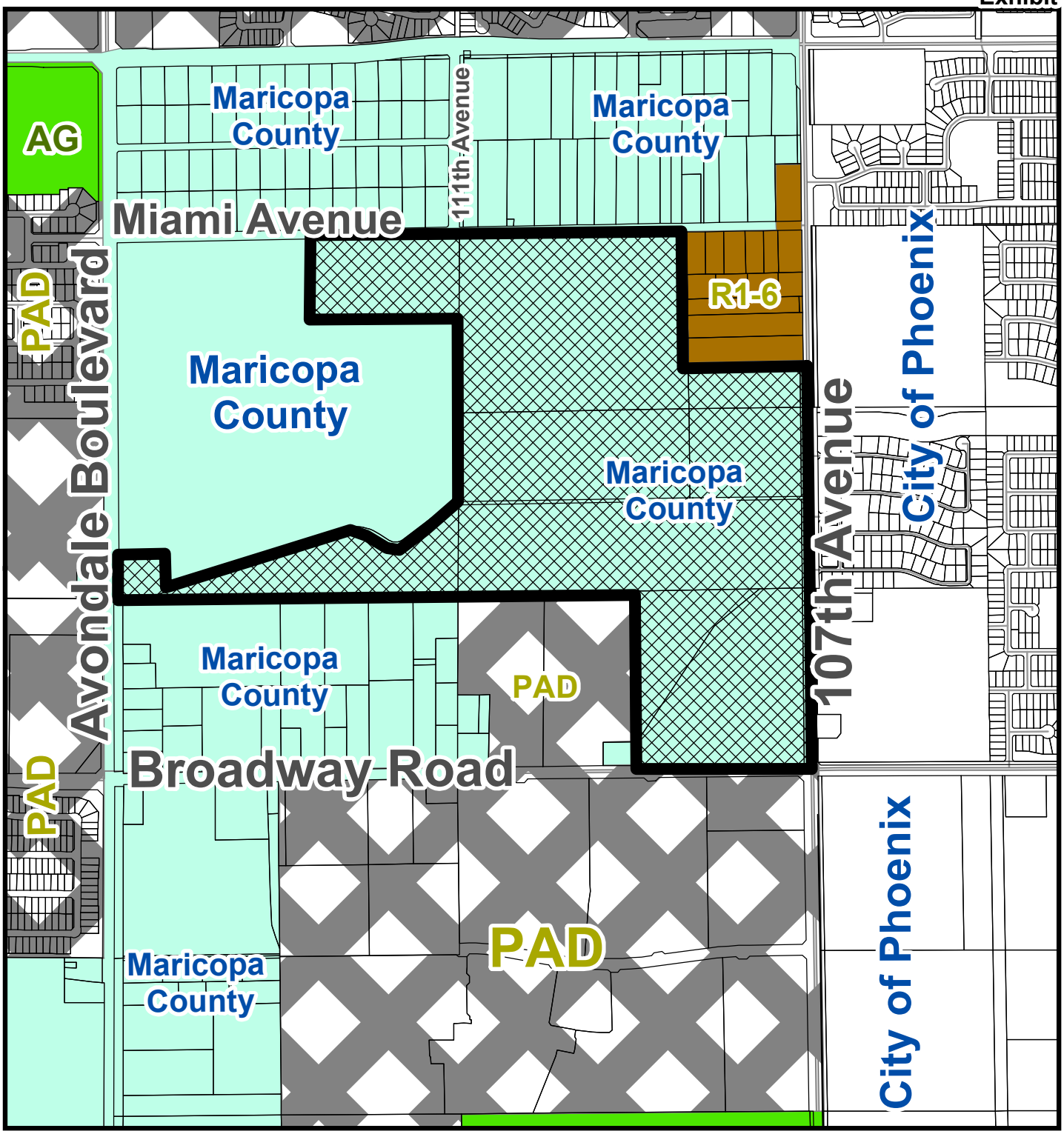


Aerial Photograph

Avondale

Subject Property

Exhibit B

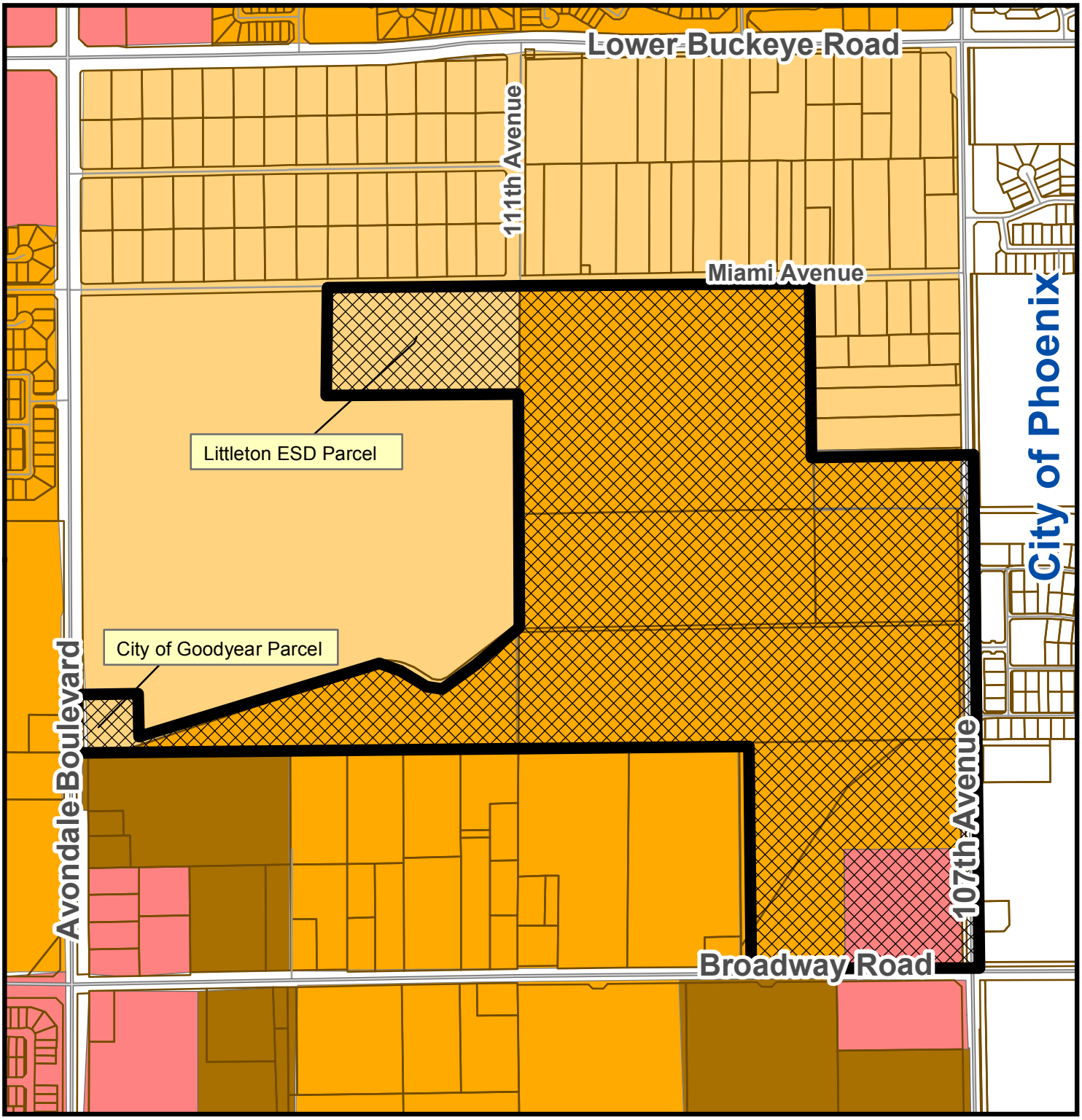


Zoning Vicinity Map

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

Avondale

- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential
- Local Commercial

Subject Property

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-19-0227

THE PROPERTY	
PARCEL SIZE	Approximately 203.86 acres
LOCATION	Northwest corner of 107th Avenue and Broadway Road, inclusive of some, but not all, unincorporated land located north of Broadway Road, west of 107th Avenue, south of Miami Avenue, and east of Avondale Boulevard
JURISDICTION	Maricopa County
PHYSICAL CHARACTERISTICS	Relatively flat with frontage on 107th Avenue, Broadway Road, Miami Avenue, and a small segment of Avondale Boulevard. Several irrigation canals, including a regional SRP irrigation ditch, bisect the properties. Above-ground utilities run along Broadway Road and 107th Avenue.
EXISTING ZONING	The northern and western portions of the property to be annexed, approximately 110 acres, is zoned Maricopa County Residential Unit Plan of Development (R1-6/RUPD), which allows for development of 6,000 square foot single-family residential lots within the County. The remainder of the land is zoned Maricopa County Rural-43 (RU-43), a district that allows for agricultural and large lot single-family residential uses.
EXISTING LAND USE	The majority of the property subject to the annexation request is in active agricultural use (farming).

SURROUNDING ZONING AND LAND USE	
NORTH	From east to west: • Multiple parcels, one to three acres in size, located within the City of Avondale, zoned R1-6 (Urban Residential). These parcels are mostly developed with single-family residences and related accessory structures. • Multiple unincorporated parcels, two to three acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).
EAST	From north to south: • A 37.4-acre property, owned by the Flood Control District of Maricopa County (FCDMC), to be developed by the FCDMC as a large stormwater retention facility related to the future Durango Regional Conveyance Channel (DRCC). The property is located within the City of Phoenix and is zoned S-1 (Suburban Ranch or Farm Residence). • Lions Gate, a 39.6-acre, 96-lot single-family residential community, located within the City of Phoenix, zoned R1-10 (Single-Family Residence). • An undeveloped 33.9-acre parcel located within the City of Phoenix, zoned PCD (Planned Community District). Development plans for this property are not known.

SOUTH	Multiple uses are occurring along the property's southern edge. From east to west, these include: • Verde Trails I and II, a planned 248-acre, 891-lot single-family residential subdivision located within the City of Avondale, zoned PAD (Planned Area Development). Permits for the development are approved but construction has not yet commenced, and the property is still being actively farmed. • Multiple unincorporated parcels, three to five acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).
WEST	A 113.7-acre property located within the jurisdiction of Maricopa County, currently in agricultural production. The property is zoned County R1-6/RUPD (Residential Unit Plan of Development), which allows for development of 6,000 square foot residential lots.

GENERAL PLAN
Multiple General Plan Land Use Categories are designated over the subject property, as follows (from most prevalent to least prevalent): 177.4 acres of Medium Density Residential (2.5 to 4 dwelling units per acre), 17.6 acres of Estate Low Density Residential (1 to 2.5 dwelling units per acre), and 8.9 acres of Local Commercial.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is Quentin Elementary, located at the northwest corner of Whyman Avenue and 110th Drive within the Sanctuary community.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard.

STREETS	
Broadway Road	
Classification	Minor Arterial
Existing half-street ROW	40 feet
Standard half-street ROW	50 feet
Existing half-street improvements	1 travel lane
Standard half-street improvements	2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
107th Avenue	
Classification	Maricopa County Arterial
Existing half-street ROW	33 feet
Standard half-street ROW	65 feet
Existing half-street improvements	1 travel lane and ½ center turn lane

Standard half-street improvements	2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, and landscaping.
Avondale Boulevard	
Classification	Minor Arterial
Existing half-street ROW	70 feet
Standard half-street ROW	65 feet
Existing half-street improvements	2 travel lanes and ½ center turn lane.
Standard half-street improvements	2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.

UTILITIES
Future development of the annexation parcels will receive City water service through an existing 8" water line in Miami Avenue and a proposed 16" water line in 107th Avenue, to be partially constructed by the developer of Verde Trails. Sewer service will be provided to the annexation parcels via a proposed 12" sewer line in Broadway Road, to be constructed by the developer of Verde Trails. An additional connection to the existing 36" sewer trunk main in Avondale Boulevard may be required for parcels north of the bisecting power line corridor.

Exhibit E

Legal Description and Map Exhibit

Proposed Entrada Annexation

ENTRADA
ANNEXATION BOUNDARY
LEGAL DESCRIPTION

A portion of land being situated within Section 19, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 4 inch Maricopa County Engineering Department brass cap in hand hole accepted as the Southeast corner of said Section 19, from which a found 3 inch Maricopa County Department of Transportation brass cap flush accepted as the East quarter corner thereof bears North 00°37'32" West, 2653.70 feet;

Thence South 89°26'07" West, 58.00 feet along the south line of the Southeast quarter of said Section 19, to the west line of the east 58.00 feet thereof, also being the **POINT OF BEGINNING;**

Thence continuing South 89°26'07" West, 1450.46 feet along said south line;

Thence North 00°12'18" West, 40.00 feet to the north line of the south 40.00 feet of said Southeast quarter;

Thence along said north line, North 89°26'07" East, 208.70 feet to the east line of the Southwest quarter of said Southeast quarter,

Thence along said east line of the Southwest quarter of the Southeast quarter,
North 00°12'18" West, 1282.76 feet to the northeast corner of said Southwest quarter of the Southeast quarter;

Thence South 89°15'08" West, 1290.05 feet along the north line of said Southwest quarter of the Southeast quarter;

Thence South 88°59'57" West, 2484.63 feet along the south line of the north half of the Southwest quarter of said Section 19 to a point on the east line of the west 70.00 feet of said Section 19;

Thence North 00°13'45" West, 329.66 feet along the east line of the west 70.00 feet of the southwest quarter of said Section 19;

Thence leaving said east line, South 89°59'58" East, 334.94 feet along the north line of the Special Warranty Deed as described in Document No. 2019-0226874, records of Maricopa County, Arizona;

Thence South 00°00'02" West, 283.55 feet along the east line of said Special Warranty Deed;

Thence leaving said east line, North 71°45'37" East, 1369.12 feet to the beginning of a tangent curve, concave southerly, having a radius of 300.00 feet;

Thence easterly along said curve, through a central angle of 51°03'16", an arc length of 267.32 feet to a non-tangent line;

Thence South 57°11'08" East, 82.73 feet to the beginning of a tangent curve, concave northerly, having a radius of 125.00 feet;

Thence easterly along said curve, through a central angle of 70°10'33", an arc length of 153.10 feet to a non-tangent line;

Thence North 52°38'23" East, 482.10 feet;

Thence North 00°13'06" East, 1357.68 feet along the north-south mid-section line of said Section 19;

Thence leaving said mid-section line, South 88°59'38" West, 1100.00 feet along the south line of the Special Warranty Deed, as recorded in Document No. 2019-0209048, Records of Maricopa County, Arizona;

Thence North 00°13'06" East, 601.99 feet along the west line of last said Special Warranty Deed to a line that is parallel with and 33.00 feet south of the north line of the south half of the Northwest quarter of said Section 19;

Thence along said parallel line, North 88°59'38" East, 1100.00 feet;

Thence North 88°59'45" East, 1664.78 feet along a line that is parallel with and 33.00 feet south of the north line of the south half of the Northeast quarter of said Section 19;

Thence leaving said parallel line, South 00°41'57" East, 964.81 feet;

Thence North 88°52'30" East, 817.25 feet;

Thence South 00°41'57" East, 332.19 feet along a line that is parallel with and 58.00 feet west of the east line of said Northeast quarter;

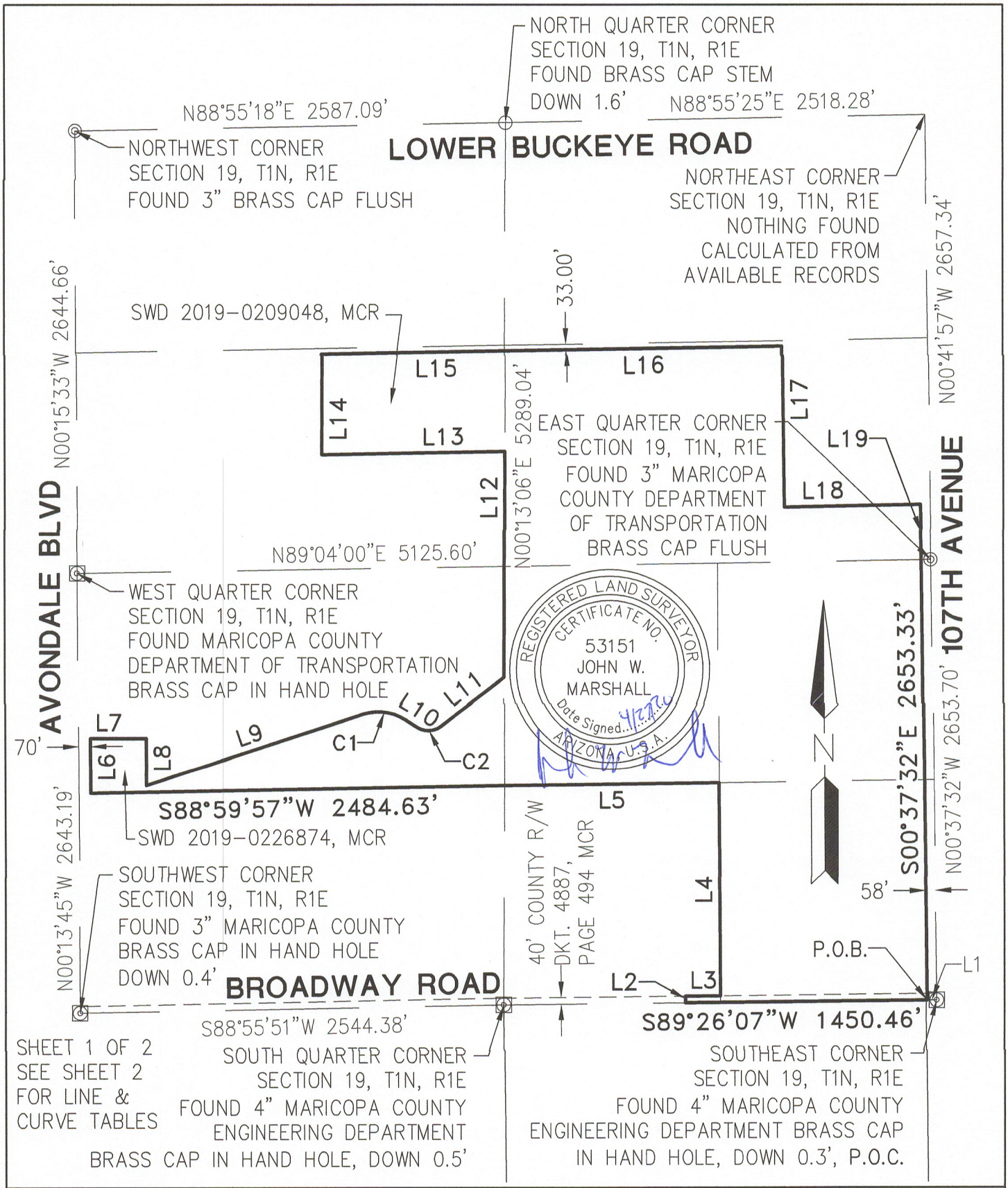
Thence South 00°37'32" East, 2653.33 feet along a line that is parallel with and 58.00 feet west of the east line of the Southeast quarter of said Section 19 to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 8,880,482 sq. ft. (203.8678 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1934
Date: April 2020

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed 4/27/20
ARIZONA, U.S.A.



PROJ.NO.:	1934	ENTRADA ANNEXATION BOUNDARY MARICOPA COUNTY, ARIZONA	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE:	APRIL 2020		
SCALE:	N.T.S.		
DRAWN BY:	JDL/JHVD	EXHIBIT	
CHECKED BY:	JWM		

©2020, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°26'07"W	58.00'
L2	N00°12'18"W	40.00'
L3	N89°26'07"E	208.70'
L4	N00°12'18"W	1282.76'
L5	S89°15'08"W	1290.05'
L6	N00°13'45"W	329.66'
L7	S89°59'58"E	334.94'
L8	S00°00'02"W	283.55'
L9	N71°45'37"E	1369.12'
L10	S57°11'08"E	82.73'
L11	N52°38'23"E	482.10'
L12	N00°13'06"E	1357.68'
L13	S88°59'38"W	1100.00'
L14	N00°13'06"E	601.99'
L15	N88°59'38"E	1100.00'
L16	N88°59'45"E	1664.78'
L17	S00°41'57"E	964.81'
L18	N88°52'30"E	817.25'
L19	S00°41'57"E	332.52'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	300.00'	51°03'16"	267.32'
C2	125.00'	70°10'33"	153.10'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed 4/27/20
ARIZONA, U.S.A.

SHEET 2 OF 2

PROJ.NO.:	1934
DATE:	APRIL 2020
SCALE:	NONE
DRAWN BY:	JDL/JHVD
CHECKED BY:	KJP

ENTRADA
ANNEXATION BOUNDARY
MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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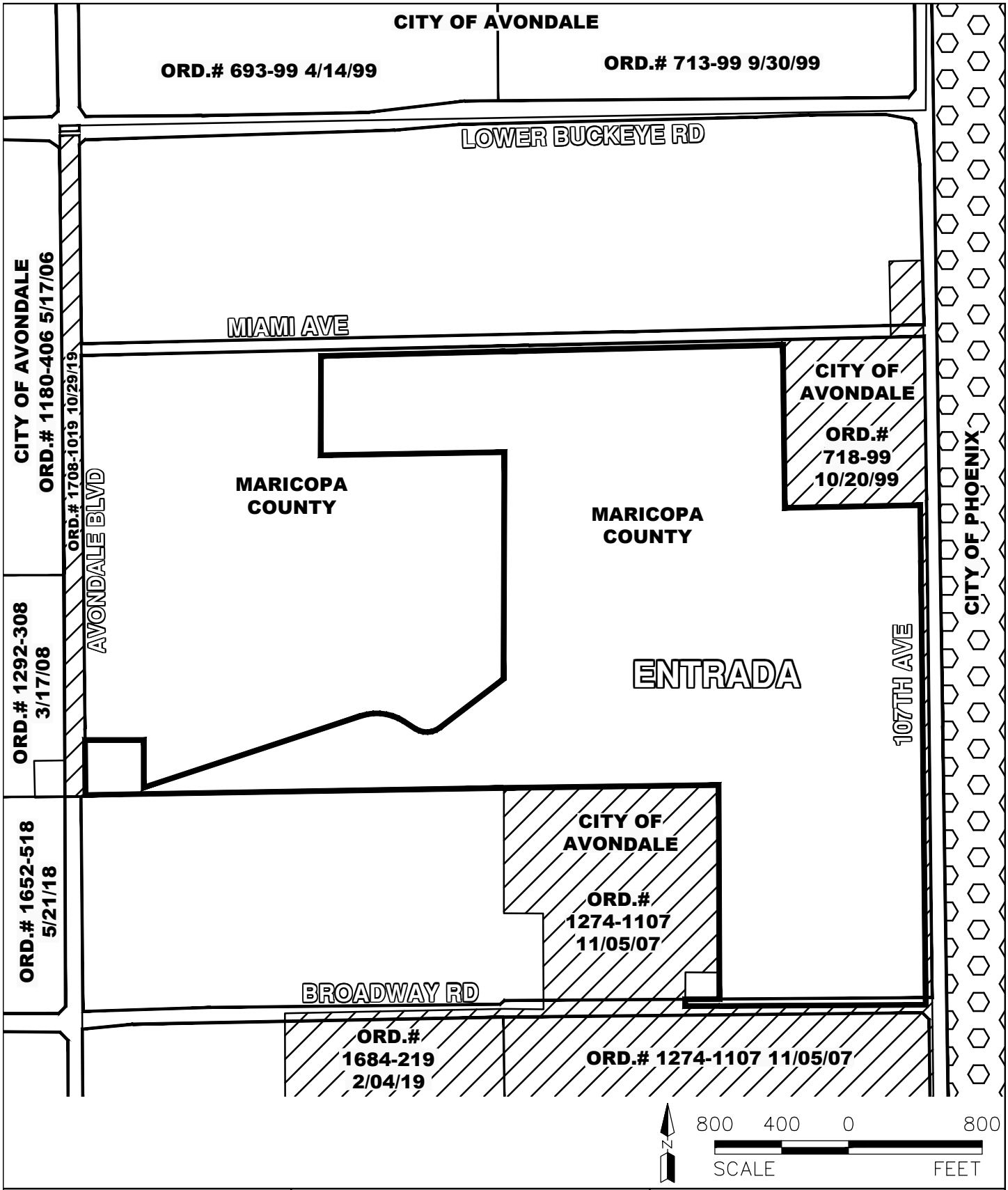

PROJ.NO.: 1934	ENTRADA	HILGARTWILSON
DATE: APRIL 2020		2141 E. HIGHLAND AVE., STE. 250
SCALE: 1"=800'		PHOENIX, AZ 85016
DRAWN BY: DD	AVONDALE CITY LIMITS	P: 602.490.0535 / F: 602.368.2436
CHECKED BY: TB		

Item Number: 4.a.

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Fiscal Year 2020-2021 Final Budget

MEETING DATE: 6/15/2020

TO: Mayor and Council

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

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

PURPOSE:
City Council will hold a public hearing to receive comment on the final budget for fiscal year 2020-2021 (FY2021) in the amount of $280,109,400. No Council action is required.

BACKGROUND:
The tentative budget for fiscal year FY2021 was adopted on May 18, 2020 and a summary of the budget was published in the May 20th and May 27th editions of the Southwest Valley edition of the Arizona Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website. A public hearing must be held and a special meeting convened for adoption of the final budget after the close of the public hearing. A public hearing is also required on the property tax levy, which is scheduled for June 15.

DISCUSSION:
The FY2021 expenditure limitation of $280,109,400 has not changed in total from the tentative budget adopted on May 18, 2020.

The following changes have been made since the tentative budget adopted on May 18: design for the Thomas Road bridge has been moved up in the budget to FY2021 in the unfunded category and budget for a Police substation at the McDowell Road retail corridor has been added. The Thomas Road bridge design may move forward if additional resources are identified.
The Tentative Budget sets the maximum budget appropriation, so to add budget capacity for police substation at the McDowell Road retail corridor, the General Fund contingency amount was lowered from the Tentative Budget.

BUDGET IMPACT:
This public hearing is a necessary step in the budget adoption process, allowing residents to comment on the FY2021 final budget.

RECOMMENDATION:
Staff recommends the City Council hold a public hearing to receive comment on the final budget for FY2021.

Item Number: 4.b.

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Truth in Taxation Hearing and Resolution 1044-0620 Setting Forth the Intent to Raise the the Property Tax Levy

MEETING DATE: 6/15/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1044-0620 setting forth the City's intent to levy primary property taxes in the amount of $0.6808 per hundred dollars ($100) of assessed valuation and secondary property taxes in the amount of $0.7434 per one hundred dollars ($100) of assessed valuation and set the property tax adoption for July 27, 2020. The Council will take appropriate action.

BACKGROUND:

This agenda item satisfies several statutory requirements for the formal adoption process of the FY2021 budget.

Per Arizona Revised Statute 42-17104 the City is required to hold a public hearing on proposed expenditures and tax levy (the final budget) in which any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy.

Per Arizona Revised Statute 42-17107, an increase in the primary property tax levy, exclusive of new construction, requires the City conduct a Truth in Taxation hearing on or before final budget adoption.

The resolution adopting the FY2021 final budget is scheduled for Council action later in this special meeting. After the public hearing, a roll call vote to direct staff to prepare the enacting property tax resolutions is requested. The resolution to establish the FY2021 tax levies is scheduled for adoption at the July 27, 2020 City Council meeting.

DISCUSSION:

The public hearing will serve to fulfill the requirements of state statute with respect to property tax levies and truth in taxation public hearing requirements. Notice of the hearing was published May 29th and June 5 in the Arizona Republic in compliance with state statute.

For FY2021, the primary property tax rate will decrease from $0.7003 per $100 of assessed valuation to $0.6808 per $100 of assessed valuation. The primary property tax levy is projected to increase from $2,914,679 to $3,039,967. Per Arizona Revised Statute 42-17051, the primary property tax levy (the total dollar amount raised by the levy) may only increase 2% year to year, excluding new construction. If property values increase more than 2% in a year, then the rate will decrease while the levy increased by the 2%. The percent increase of valuation in Avondale due to appreciation was 4.9% and the increase in valuation due to

new growth was 1.5%.

The secondary property tax levy is determined by the amount of principal and interest on general obligation debt in a given year. For FY2021, the secondary property tax rate will decrease from $0.9540 per $100 of assessed valuation to $0.7434 per $100 of assessed valuation. The levy will decrease from $4,141,443 in FY2020 to $3,435,086 in FY2021.

BUDGET IMPACT:

There is not direct budget impact for the Truth in Taxation public hearing and the intent to levy property taxes; however, this public hearing continues the process which will result in the adoption of the final budget for the upcoming fiscal year. The primary and secondary property tax levies are included as a part of the FY2021 final budget which is scheduled for adoption in a special council meeting later this evening.

RECOMMENDATION:

Staff recommends the City Council hold a public hearing to receive comment on the primary and secondary property tax levies. After the public hearing, adopt a Resolution setting forth the intention to increase the primary property tax levy for FY2021.

RESOLUTION 1044-0620

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THEIR INTENT TO RAISE THE PRIMARY PROPERTY TAX LEVY.

WHEREAS, in accordance with the provisions of Arizona Revised Statutes Title 42, Sections 17104 and 17107, the City Council did, on June 15, 2020 hold a hearing regarding the intent to assess a primary property tax rate of $0.6808 per $100 of assessed valuation; and

WHEREAS, in accordance with said sections of said Code, and following due public notices, given in the manner and within the time provided by law, the Council met on June 15, 2020, at which meeting any taxpayer was privileged to appear and be heard in favor of or against the proposed tax levies; and

WHEREAS, notification has been duly made as required by law, through advertisements in a newspaper of general circulation, that the City Council intends to meet on July 27, 2020 in the City Council Chamber for the purpose of considering tax levies as set forth in said estimates; and giving notice that the City Council intends to adopt its tax levy resolution on July 27, 2020; and

WHEREAS, State Statute Section 42-17107 requires the City to notify its property taxpayers of an increase to the primary property tax levy should the stated tax rate generate additional taxes on existing properties.

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

That the City Council, by roll call vote, approve said resolution notifying its property taxpayers of its intention to raise its primary property tax levy on existing properties over last year's level by $61,919, or 2%.

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

Item Number: 4.c.

CITY COUNCIL REPORT

SUBJECT: Resolution 1043-0620 - Comprehensive Financial Policies

MEETING DATE: 6/15/2020

TO: Mayor and Council

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

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

PURPOSE:
City Council will consider a request to adopt Resolution 1043-0620, adopting Comprehensive Financial Policies, replacing a previous Fund Balance Policy therein, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The City has applied its financial policies for operational guidance in its Finance and Budget operations over the course of a number of years. The policies have been published in the annual budget document to inform and provide context to the City's budget development process. They have not, however, been formally adopted by the Council.

The Council adopted a Fund Balance Policy in June, 2011 to formalize its economic stabilization reserve commitments in the City's General Fund and to outline the fund balance classifications in accordance with the Governmental Accounting Standards Board (GASB) Statement 54. The Council has also adopted financial policies for specific applications: a Pension Funding Policy on 06/03/2019; and an Investment Policy on 11/18/2019. Staff recommends that the broader policy document, encompassing these and a number of other areas outlined below, be considered for formal adoption.

The policies will provide guidance in the following key areas of the City's financial management:

- Fund balance commitments and reserve policies for the General Fund and the City's enterprise funds.
- The establishment, review and objectives of City rates, fees and taxes along with designated levels.
- The City's Capital Planning process and guidelines and objectives for the development of the program.
- The City's annual budget development process guidelines and the policy controls used to monitor the adopted budget.
- An overview of the City accounting, auditing and investment practices and policies.
- The application and appropriate use of City debt financing mechanisms along with financial coverage requirements.

DISCUSSION:
Financial Planning best practices recognized by the Government Finance Officers Association (GFOA) include the adoption of formalized financial policies as a central element to a government's effective long-term financial planning. Effective financial policies provide the guidance and policy framework for both the

governing body and staff to address recurring issues and challenges in a consistent manner.

The adoption of strong and thoughtful financial policies demonstrates to stakeholders that the City takes this responsibility seriously and is favorably viewed by outside rating agencies as a commitment of the City's leadership in this important area. While the policies express the City's present approach to challenges and strategic financial goals, the policies should be reviewed and updated periodically as the City's needs and/or position changes. Therefore, staff may bring revisions and/or additions for the Council's future consideration as necessary.

BUDGET IMPACT:

There is no budget impact to adopting these policies.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution, adopting the Avondale Comprehensive Financial Policies.

RESOLUTION 1043-0620

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING COMPREHENSIVE FINANCIAL POLICIES AND REPLACING PREVIOUS FUND BALANCE POLICY.

RECITALS:

WHEREAS, the Council has previously adopted a Fund Balance Policy on June 20, 2011 in compliance with City Charter Article VI, Section 9 and Government Accounting Standards Board (GASB) Statement 54; and

WHEREAS, Mayor and Council desires to update the fund balance and financial policies contained therein to provide more comprehensive direction in financial matters and policies; and

WHEREAS, the national Government Finance Officers Association (GFOA) has recommended that municipalities formally adopt financial policies as a central component to strategic, long-term financial management.

NOW, THEREFORE, LET IT BE RESOLVED, by the Council of the City of Avondale, as follows:

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

SECTION 2. The City of Avondale Comprehensive Financial Policies are hereby adopted in the form attached thereto as Exhibit A and incorporated herein by reference.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the City of Avondale Comprehensive Financial Policies adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

CITY OF AVONDALE, an Arizona municipal corporation

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION 1043-0620

(City of Avondale Comprehensive Financial Policies)

See following pages.

EXHIBIT A

City of Avondale Comprehensive Financial Policies

I. Introduction

Comprehensive financial, budgetary and accounting principles that are coupled with thoughtful economic principles help create a resilient structure for the City's strong, long-term financial planning. Financial policies contribute to increased stakeholder confidence and trust and provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Policies that are formally adopted show our residents, visitors, businesses, credit rating agencies, and bond investors the City's commitment to financial resiliency and thoughtful management.

Avondale incorporates the following short and long-term financial policies and guidelines for managing revenues, expenditures, fund balance, capital planning, and debt management in its annual budget planning and in ongoing operations throughout each year. In addition, proper accounting practices complement budget development and internal controls to enable the implementation of the City's long-term objectives.

Importantly, the responsibility for applying these policies does not rest solely with Finance & Budget Department staff, but involves the entire City organization of staff, management, and elected officials to ensure Avondale adheres to, and collaborates in the application of these policies.

II. Fiscal Planning

Fiscal planning is a key element in ensuring that positive financial outcomes can be achieved and will be sustained over a long-term period. The City expresses its planning objectives through the adoption and monitoring of the annual budget. These policies will aid in developing that annual plan and related controls, but more importantly, should provide a longer-term perspective to the City's financial position and planning. To be effective over a longer-term, these policies must constantly be re-evaluated and updated to ensure the goals and objectives are applicable and achievable over the long-term.

The City Council conducts budget planning work sessions to communicate policy direction for development of the annual budget and other fiscal priorities and goals. Staff incorporate these policy statements into the annual budget development process.

Staff will identify the City's revenue sources and provide their best estimates of the anticipated level of funding during the forecast period. Staff will also prepare realistic estimates of the likely costs of current and proposed city programs, costs of city staffing and benefit costs, and related supporting

costs. Management will prepare recommendations to balance the two and set priorities for the planning period to accomplish the Council's policy direction. The principles outlined below help to ensure these goals can be operationalized and sustained from year-to-year.

Staff will evaluate revenues sources to determine if they should be considered recurring or one-time in nature and can be depended upon to fund the City's on-going operations. One-time revenues will not be used to fund recurring expenses, debt, or other on-going costs.

III. Fund Balance and Reserves

Maintaining reserves is a prudent financial practice and fund balance is an important indicator of the City's financial health and stability. Fund balances and reserves are maintained to allow the city to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

The City classifies and reports fund balances in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. The Council has the authority to set aside funds for a specific purpose. Any funds set aside as committed fund balance requires the passage of a resolution by a simple majority vote of the Council prior to the conclusion of the annual audit for the applicable fiscal year.

The Finance & Budget Department Director has the authority to assign funds (not otherwise assigned by Council action) for specific purposes. Any funds set aside as assigned fund balance in this manner must be documented in writing to the City Manager. Such assignments will be identified and incorporated in the City's annual budget planning process.

The City utilizes a two-tier stabilization arrangement as committed fund balance in the General Fund of no less than 35 percent (35%) of budgeted General Fund expenditures from the prior fiscal year to provide a comfortable margin of safety to address potential natural disasters, unexpected economic events, revenue shortfalls, or other budget contingencies.

The first-tier commitment consists of a 25% Emergency Reserve that may only be used for the following reasons:

- Mitigate damage and expenditures caused by natural disasters or declared public emergency for which no reasonable budget adjustments are available to continue or restore essential services.
- Address emergency events that jeopardize the public safety.
- Provide and maintain essential services to the public during natural disasters or emergency events.

The second-tier commitment consists of a 10% Rainy-Day Reserve that may only be used under the following circumstances:

- The City experiences sudden and/or unexpected declines in ongoing revenues (taxes or shared revenues) or charges for service that is greater than 10% of General Fund operating revenues from the prior year.
- The City experiences sudden and/or unexpected declines in state-shared revenues that is greater than 10% of General Fund operating expenditures from the prior year.
- Provide and maintain essential services to the public during natural disasters or emergency events.

Once the City Manager, or his/her designee, has determined that it is necessary to spend down stabilization reserves, the City Manager shall provide written communication to the Council explaining the nature of the event/occurrence necessitation their use for Council approval. If the reserves are reduced below the minimum required levels, the City staff shall develop a plan for Council approval to restore the reserves to the appropriate balances.

The City shall replenish the emergency and rainy-day reserves within two (2) fiscal years and five (5) fiscal years following the fiscal year of the event, respectively. If the depletion occurs during an ongoing economic downturn, the City shall restore the funds within two (2) years of revenue stabilization, as applicable. The progress of replenishment shall be reported in the City's Annual Budget.

The Council has established two dedicated one-half cent sales tax funds for designated purposes approved by Avondale voters. These funds will be recorded and expended separately in accordance with their enabling ordinances. The City shall develop guidelines and monitoring mechanisms to ensure the funds are sustainable and can address the City's funding requirements for the approved uses over the City's forecasting period.

A. The city maintains a separate One Half-Cent Sales Tax Fund to fund capital improvement projects related street maintenance, sidewalk improvements, constructing and maintaining residential streets, constructing traffic signals and installing streetlights, construction of water infrastructure and wastewater treatment infrastructure to increase capacity. Uses of the fund were expanded by voter approval to include transportation projects and services.

B. The city maintains a separate One Half-Cent Sales Tax Fund to fund needs of its public safety operations that includes: sworn personnel additions, command and support staff personnel, additional support costs related to added or existing positions; code enforcement personnel and support costs; and, personnel and/or services to support the City Court.

IV. Revenues, Collections and Fees

Management will strive to develop a diverse and sustainable revenue base to support city operations and future objectives.

When appropriate, and in the determination of the Finance & Budget Department Director, user fees will be adopted to reflect the costs of delivering services to customers who directly benefit. Services provided for the community's general welfare may be provided without user service fees for the general good.

Property tax levies will be set at a level to minimize the impact on Avondale property owners. The combined primary and secondary City property tax rates will be set at an amount that will not be more than $2.00 per $100 of assessed valuation. Tax rates set by Community Facility Districts (CFDs) within the City are excluded from the rate ceiling.

Rates, fees, and charges will be evaluated regularly for appropriate recovery levels based on the purpose of the fee or charge.

Rates and fees that are not set within the Avondale Municipal Code will be reviewed and established through Council action or as part of the budget adoption.

Staff will identify and adopt Development Impact Fees to assist in the funding of necessary public infrastructure that will benefit future city growth. These fees will be adopted, managed, and accounted for in compliance with Arizona Revised Statutes (A.R.S.) 9-463.05. These fees will be updated as needed or as required by state statutes.

V. Expenditure and Budget Control

Management must ensure compliance with the legally adopted budget and establish policies and procedures that provide for appropriate controls in the application and monitoring of the City's fiscal operations. Purchases and expenditures must comply with legal requirements and policies and procedures set forth by the state and the City.

A structurally balanced operating and capital budget will be presented annually for Council review and adoption no later than July 1st of the fiscal year and in accordance with the requirements of A.R.S. §42-17105. These plans should reflect on-going communications with Council and stakeholders and reflect the City's current needs and future strategic goals and priorities.

The budget shall be considered structurally balanced when all sources of funds (revenue, transfers in, and fund balances) are greater than or equal to all uses of funds (expenditures, transfers out, and contingencies) for each fund.

As part of the budget, staff will present forecasts of the City's major funds over a five-year period.

Supplemental funding will be used only for the purposes authorized. The Finance & Budget Department will establish mechanisms to report on the utilization of these amounts to ensure timely expenditure. If the funding is not utilized for the stated purpose in a reasonable timeframe, funds may be reverted with the authorization of the City Manager.

A system will be used to manage position control that coordinates human resource information with budgeted position information. The number of full-time and regular part-time employees on the payroll shall not exceed the total number of positions authorized by the City Council for the budget year. The budget will identify the resources required to support the authorized staffing.

Mid-year budget requests that require commitment of ongoing resources will be kept to a minimum to minimize the impact on future budgets. If unexpected resources are secured after budget adoption, departments must not expend any of the funds without appropriation.

All departments are responsible for ensuring that expenditures do not exceed their approved budget. Department heads are obligated to communicate potential over-expenditures of their amended budgets to the Finance & Budget Department as soon as they become known.

The budget is adopted by the City Council by department and by fund. Budget amendments may be executed throughout the year when the adopted purpose varies from operational needs identified during the fiscal year pursuant to the following guidelines. Amendments must be fully executed before the authorization of or expenditure of funds.

Operating Budget Transfer Guidelines:

- Use of contingency fund appropriation requires City Council approval.
- Transfers of appropriation between funds require City Council authorization.
- Transfers of appropriation to / from personal services (salaries, wages, and benefits) line items within the same department require City Manager approval and must be one-time in nature so as not to impact the department's authorized FTE counts. Savings in personal services will not be used to offset deficits in department operating budgets without written authorization from the City Manager.
- Department heads are authorized for all other transfer types between divisions and category of expenditures within the same fund.

Continuation (or carryover) of one-time appropriations into the next fiscal year require Council approval and are to be adopted as part of the annual budget. Departments will identify these anticipated amounts as part of the annual budget process. Finance & Budget Department staff will evaluate and recommend requests for consideration as part of the budget adoption process.

The City will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the City's procurement code, purchasing policies, guidelines, procedures, and applicable state and federal laws. The city will endeavor to obtain supplies, equipment, and services that provide the best value through cooperative purchase agreements and competitive selections.

A system of appropriate internal controls and procedures using best practices shall be maintained for the City's payment processes to ensure vendor and contractor invoices are paid in a timely manner and in accordance with A.R.S. §34-221.

The State of Arizona sets a limit on the expenditures of local jurisdictions. The city will comply with these expenditure limitations and will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. §41-1279.07) along with audited financial statements to the State Auditor General within the prescribed timelines.

The City Council will pursue local override of the State expenditure limitation as provided by the State Constitution if the projected expenditures within two years are anticipated to exceed the expenditure limitation. This override will use one of the alternative expenditure options as defined in Article IX, Section 20 of the Arizona Constitution.

City staff will develop policies for the administration of grant awards. The City will evaluate potential grants to ensure that they further the goals and objectives of the City without unduly obligating or leveraging current or future City funds. Grants will be reviewed and approved by Finance & Budget Department Director or his/her designee prior to their application.

All grant awards require the approval of City Manager or his/her designee for acceptance before appropriation of funds. Grant funding may not be obligated in advance of acceptance by the City Manager or his/her designee. Personnel paid for in whole or in part by grant funding are considered temporary without certainty of employment beyond the grant funding's life unless otherwise authorized by Council.

VI. Capital Planning and Asset Management

Management will plan and manage the City's capital infrastructure and assets in a fiscally sound and sustainable manner to ensure they support City operations, goals for quality of life, and future growth.

A Capital Improvement Plan (CIP) shall be developed for a five-year period to allow for appropriate planning. The CIP shall be considered structurally balanced when all sources of funds (revenue, transfers in, and fund balances) are greater than or equal to all uses of funds (expenditures, transfers out, and contingencies) by year for each fund in the capital program .

The CIP shall be reviewed each year by the Capital Improvement Plan Citizen's Committee prior to Council review and approval.

Projects will only be approved with funding from designated sources that are known – or considered reasonably likely during the project's plan – and meet the project's estimated development costs and costs to support.

Changes to the approved CIP in terms of material individual project changes in scope, proposed transfer of funds between approved projects require City Council review and authorization.

Transfers of available appropriation in the CIP of under $50,000 within projects of the same department and fund may be approved by the City Manager or designee. Such amendments will be communicated quarterly to the Council.

The performance and continued use of capital infrastructure is essential to delivering public services. Deferring essential maintenance and/or asset replacement can negatively impact service delivery and increase long term costs. As such, the city will periodically assess the condition of assets and infrastructure and appropriately plan for required major maintenance and replacement needs. Efforts will be made to allocate sufficient funds in the multi-year capital plan and operating budgets for condition assessment, preventative and major maintenance, and repair and replacement of critical infrastructure assets.

The City will record the acquisition and disposition of capital assets in a timely manner and in accordance with accepted accounting practices and will maintain appropriate control over their location and condition. Finance & Budget Department staff will establish a system of controls that ensures departments maintain stewardship and control of their non-capital assets.

VII. Debt Management and Investments

The City will prudently utilize debt to fund long-term objectives without over-committing the City's current or future resources. Likewise, the City's investments will be managed to balance returns with safety, ensuring the City has flexibility to fund its current and long-term requirements.

Long-term debt shall not be issued to finance ongoing operations. Short-term borrowing or lease purchase contracts should only be considered for financing major operating capital equipment when it is determined to be in the City's best financial interest as determined by the Finance & Budget Department Director or his/her designee.

The City's capacity to issue new General Obligation (G.O.) debt will be projected annually with the budget process. General obligation debt will not be issued if the secondary property tax rate when combined with the primary rate will exceed $2.00 per hundred dollars of assessed valuation.

Bonds which pledge excise taxes will be issued only when actual annual excise tax collections are at least three (3) times the maximum annual debt service.

The City shall maintain and comply with a written Investment Policy that has been approved by the City Council. The Finance & Budget Department Director, as Chief Investment Officer, or his designee shall invest all funds of the city according to the approved Investment Policy.

Ownership of the City's investment securities will be protected through third party custodial safekeeping. The City will conduct its treasury activities with financial institution(s) based upon written contracts.

The City will project the cash needs of the city to optimize the efficiency of the City's investment and cash management program. The City will collect, deposit, and disburse all funds on a schedule that ensures optimum cash availability for investment. In order to obtain higher yields from its overall portfolio, the City will consolidate cash balances from various funds for investment purposes, and will allocate investment earnings to participating funds according to policies and procedures maintained by the Finance & Budget Department.

Investment performance will be measured using metrics specified in the City's written investment policy. At a minimum and in accordance with the Investment Policy, the Finance & Budget Department Director will make annual investment reports available to the City Council for review.

The City shall maintain and comply with a written pension funding policy for its Public Safety Personnel Retirement System plan that has been approved by the City Council. The City will ensure that the plan has sufficient assets to meet actuarial requirements. In funding the plan, the City will balance member pension benefits and taxpayer funds in an equitable manner.

VIII. Accounting, Auditing & Reporting

Staff will apply best practices and recognized standards for local governments in the accounting and reporting of the City's finances to ensure ease of understanding and financial transparency.

The City will prepare and publish an annual Comprehensive Annual Financial Report (CAFR) to provide information on the City's financial condition by February 1st following the close of the prior fiscal year.

The City will conform to Generally Accepted Accounting Principles (GAAP) adopted by the Governmental Accounting Standards Board and will remain abreast of current policies and changes in approach.

Management will ensure appropriate internal controls are in place across the City to ensure funds are safeguarded and utilized according to stated objectives and governing policies. Finance & Budget Department staff may develop guidance or policies to assist departments with proper internal control protocols and procedures.

All city bank accounts shall be reconciled and reviewed on a monthly basis and no later than 45 days after the end of the calendar month.

Bond funds will be segregated from all other funds for arbitrage and accounting purposes.

IX. Enterprise and Internal Service Funds

The City's enterprise funds are established to provide services to the community and are to be self-supporting from the revenues generated by their user charges and fees. These funds will pay an appropriate amount of overhead costs for services received from central service departments. Revenues from ratepayers will not be used to subsidize the operations of non-enterprise functions.

The Water and Wastewater Operating Funds will maintain an operating reserve as assigned fund balance greater than, or equal to six (6) months of operating expenditures that includes debt service payments but excludes depreciation expense.

The Water and Wastewater Development and Equipment Replacement Funds are excluded from the above operating reserve calculations, but the funds may reserve separate amounts for capital replacements in accordance with any bond covenant requirements.

All other Enterprise Funds shall be maintained at a minimum of four (4) months of operating expenditures plus the amount required to meet the annual debt service requirements.

The Water and Wastewater Operating Funds will maintain operating debt coverage ratios that are at least 1.5 times the fund's maximum annual debt service requirement over a prospective five-year period. The operating debt coverage ratio represents the utilities' revenues less operating and maintenance expense (without debt service) compared to annual debt service obligations.

User rates and fees for enterprise operations will be reviewed and updated periodically to ensure they recover the costs of operations, capital investments, debt obligations, and required reserve requirements to ensure stability and financial sustainability. The City will endeavor to set charges that are competitive, as affordable as possible, and recognize customer value. Enterprise funds will pay appropriate internal service costs for central city functions as outlined in the City's indirect cost allocation plan. These will be separate from any assessments to the City's Water and Wastewater utilities for payments-in-lieu-of-property tax (PILOT) agreements.

Internal service funds will be established to provide internal city services that are competitive and cost-effective to city departments and delivered in manners that meet customer requirements.

Internal service funds should equitably recoup their costs of providing services to other City funds. A system to allocate costs to recipient funds will be established and updated annually to ensure user fees and charges keep pace with costs and potential future liabilities. Balances in these funds will be monitored to ensure they are adequate to address current and future liabilities.

Glossary

Fund – is a fiscal and accounting entity with a self-balancing set of accounts recording financial resources, together with all related liabilities and residual equities or balances which are segregated to identify specific activities or attaining certain objectives.

Fund balance – the difference between a fund's total assets and liabilities. Balances may be further segregated within each fund in the following five classifications as outlined in GASB Statement 54:

Non-spendable fund balance – includes amounts that cannot be spent because they are in either a) non spendable form (illiquid) such as physical assets or b) legally or contractually required to remain intact.

Restricted fund balance – represents funds that are restricted for purposes that are imposed by external covenants, laws, regulations, grantors, other government regulations, or enabling legislation.

Committed fund balance – identifies an amount within a fund that are to be used only for specific purposes or under constraints formally set by Council action. Once established, commitment amounts may only be removed or changed by subsequent Council action.

Assigned fund balance – represents funds that are constrained by the City's intent to be used for specific purposes, but are neither restricted or committed. The assignment may be made by the Council or official given the authority to assign funds.

Unassigned fund balance – represents funds remaining after the above three classifications are applied. Funds in this category are available to be spent for any legal authorized use.

Contingency appropriation – represents appropriation authority within a fund that is not designated for a specific purpose or use, but is reserved for unexpected needs should they arise during the fiscal year. When the need becomes known, the amount necessary for the contingency will then be identified. The level of contingent appropriation will be re-established each fiscal year.

One-time revenues – represent revenue sources that are expected to occur as a result of unique, non-frequent events or sources. To the extent these may be planned, the City will estimate the timing and amounts based on reasonable causes.

Recurring revenues -represent revenues sources that may reasonably be expected to recur over time at levels that may increase or decrease based on likely causes.

Excise tax – is an indirect tax placed by a government on the transaction of goods or services to include City sales tax, state-shared taxes, and franchise fees.

Carryover – represents obligated expenditure authority that has been moved from one fiscal year to another to align with the timing of the expenditures.
General Obligation (GO) Debt – represents debt issued by the City in the form of bonds that are backed by the credit and taxing power of the City as security.

Supplemental funding – refers to requests to fund additional departmental resources that are to be considered during the annual budget process that can be limited to a single fiscal year (one-time) or on a continuing (recurring) basis.

Item Number: 2.

CITY COUNCIL REPORT

SUBJECT: Resolution 1038-0620 - Setting forth the Final Budget for Fiscal Year 2020-2021

MEETING DATE: 6/15/2020

TO: Mayor and Council

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

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

PURPOSE:
City Council will consider a request to adopt Resolution 1038-0620 approving the final budget for fiscal year 2020-2021 (FY2021) in the amount of $280,109,400. The Council will take appropriate action.

BACKGROUND:
The tentative FY2021 budget was adopted on May 18, 2020 and was published in the May 20th and May 27th editions of the Southwest Valley edition of the Arizona Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website.

A public hearing was held on June 1st, 2020 as required by A.R.S. §42-17104 and continued to June 15, 2020. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

DISCUSSION:
The final budget for FY2021 of $280,109,400 has not changed in total from the tentative budget adopted on May 18, 2020. The following changes have been made since the tentative budget adopted on May 18: design for the Thomas Road bridge has been moved up to FY2021 in the unfunded category and budget for a Police substation at the McDowell Road retail corridor has been added. The Thomas Road bridge design may move forward if additional resources are identified. The Tentative Budget sets the maximum budget appropriation, so to add budget capacity for police substation at the McDowell Road retail corridor, the General Fund contingency amount was lowered from the Tentative Budget.

The final adopted budget for FY2021 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

Included with the final budget is a schedule specifying certain budgeted items in excess of $50,000. The Avondale Procurement Code specifies that for budgeted line items in excess of $50,000 that were considered during the budget process, the procurement agent or authorized designee may approve the award for these items. This schedule is intended to provide greater transparency into these budgeted line items. Any items where the award is greater than what is indicated on the schedule will return to City Council for consideration.

Also included with the final budget is a schedule of interfund transfers for FY2021 and a schedule of interfund loans for FY2021. These schedules are intended to set the maximum amounts for these interfund transfers/loans and actuals may be lower than the schedule indicates. Any transfers/loans in excess of these amounts will return to council for consideration.

BUDGET IMPACT:
This will establish the formal expenditure limit and annual budget for FY2021.

RECOMMENDATION:
Staff recommends the Mayor and Council adopt a resolution setting forth the final budget for FY2021.

RESOLUTION 1038-0620

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE FINAL BUDGET 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 an annual budget for the City of Avondale (the "City"); and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2020 and ending June 30, 2021; and

WHEREAS, on May 18, 2020, the City Council approved Resolution 1032-0520, adopting (i) an expenditure limitation and (ii) the estimates of expenditures for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as the tentative budget for the City; and

WHEREAS, Resolution 1032-0520 also directed the City Manager or designee to: (i) publish in the official City newspaper once per week for two consecutive weeks, (a) the official tentative budget and (b) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places; and (ii) not later than seven business days following consideration of Resolution 1032-0520 by the City Council, (a) 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 (b) post the tentative budget on the City's website; and

WHEREAS, due notice has been given by the City Clerk as required by law that the City Council would meet on June 15, 2020, at the City Council Chambers for the purposes of adopting the tentative budget as final; and

WHEREAS, on June 15, 2020, the City Council held a public hearing on the final budget as required by law; and

WHEREAS, the City of Avondale Procurement Code 25-6 specificies that budgeted line items approved by the City Council in the review and adoption of the Annual Budget of City, and for which an award is within the allocated expenditure, may be approved by the procurement agent or authorized designee.

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 hereto as Exhibit A and incorporated herein by reference, is hereby formally adopted as the official final budget for the City for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the statements and schedules or fee schedule incorporated herein by reference are for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The statements and schedules hereto as Exhibit B and incorporated herein by reference are hereby identified as specifically budgeted line items greater than $50,000 for the City of Avondale, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

SECTION 5. The statements and schedules hereto as Exhibit C and incorporated herein by reference are hereby idenfied as the scheduled Interfund Transfers and scheduled Interfund Loans for the City of Avondale, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2020.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, Acting City Attorney

EXHIBIT A
TO
RESOLUTION 1038-0620

[Statements and Schedules]

See following pages.

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

Fiscal Year		Sch		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	71,196,100	46,708,000	32,000	3,316,000	3,000	35,251,700	4,317,300	160,824,100
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	4,682,000	1,481,200	5,652,000	16,339,000	0	9,030,000	0	37,184,200
2021	Interfund Transfers (Out)	D	10	(16,956,200)	(9,930,000)	0	(208,000)	0	(10,087,000)	(3,000)	(37,184,200)
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	105,120,987	67,009,482	17,192,438	99,325,579	303,649	125,295,599	12,191,786	426,439,520
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	2020	2021
1	Budgeted expenditures/expenses	$ 236,699,249	$ 280,109,400
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	236,699,249	280,109,400
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 236,699,249	$ 280,109,400
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$ 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

	2020	2021
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 3,039,967	$ 3,145,875
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	$ 3,039,967	$ 3,145,875
B. Secondary property taxes	4,141,443	3,435,086
C. Total property tax levy amounts	$ 7,181,410	$ 6,580,961
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 3,039,967	
(2) Prior years' levies	0	
(3) Total primary property taxes	$ 3,039,967	
B. Secondary property taxes		
(1) **Current** year's levy	$ 4,141,443	
(2) Prior years' levies		
(3) Total secondary property taxes	$ 4,141,443	
C. Total property taxes collected	$ 7,181,410	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.7003	0.6808
(2) Secondary property tax rate	0.9540	0.7434
(3) Total city/town tax rate	1.6543	1.4242

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 0 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	195,900
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	$ 71,196,100

* 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	$ 160,824,100

* 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 SOURCES	OTHER FINANCING 2021 (USES)	INTERFUND TRANSFERS 2021 IN	INTERFUND TRANSFERS 2021 (OUT)
GENERAL FUND				
Operating Transfers	$	$	$ 1,057,000	$ (5,106,200)
Capital Transfers			0	(11,850,000)
Interfund Loans	0	(6,789,000)		
Economic Opportunities - from General Fund			3,625,000	0
Total General Fund	$ 0	$ (6,789,000)	$ 4,682,000	$ (16,956,200)
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)	$ 37,184,200	$ (37,184,200)

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	11,960,000
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
Police				40,000
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

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
Regional Family Advocacy				
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

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
Fire Construction				
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 2019				
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 2019				
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

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
Public Works	4,910,182	(11,600)	4,788,347	4,304,800
Indirect Costs		0		916,400
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

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 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 2019	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

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 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 2019	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

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 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
Economic Opportunities Fund	0	0	0	40,000
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 2019	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	$ 39,665,300
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 2019	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	$ 11,960,000
Highway User Revenue Fund	250,000	0	0	0

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2021

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
Other Grants	5,000,000	5,367,639	0	15,000,000
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	$ 31,086,800
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

FUND	Full-Time Equivalent (FTE) 2021	Employee Salaries and Hourly Costs 2021	Retirement Costs 2021	Healthcare Costs 2021	Other Benefit Costs 2021	Total Estimated Personnel Compensation 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

EXHIBIT B
TO
RESOLUTION NO. 1038-0620

[Specifically Budgeted Line Items Greater Than $50,000 for]

See following pages.

CAPITAL			
FY2021 Items Over $50K			
City Administration			
Reference	Project Number	Project Description	Amount
21000	1409	Sustain Existing Building Infrastructure	$ 507,000
21001	1504	Courts and Finance Dept. Improvements	$ 312,000
21002	1560	American Sport Center Turf Replacement	$ 150,000
Development and Engineering Services			
Reference	Project Number	Project Description	Amount
21041	1007	Street Drainage Issues: Roadway Improvements - including Design and Engineering Services	$ 389,000
21042	1012	Bridge Repairs: Bridge Improvements - including Design and Engineering Services	$ 183,000
21043	1020	Preventative street maintenance	$ 1,195,000
21044	1125	Avondale Blvd - McDowell to Encanto	$ 2,062,000
21045	1164	Streetlight Replacement Program	$ 530,000
21046	1170	Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye	$ 250,000
21047	1187	Traffic Signal - 119th Ave and McDowell	$ 675,000
21048	1220	Pedestrian Ramp/Sidewalks Program	$ 288,000
21049	1224	107th Avenue/McDowell Widening	$ 6,412,000
21050	1275	Western - Central to 4th Ave - Improvements	$ 75,000
21051	1294	Communication Conduit and Fiber Backbone Program	$ 423,000
21052	1336	Fairway Drive Improvements - Van Buren Street to Garfield Street	$ 3,806,000
21053	1365	Dysart/Rancho Santa Fe Intersection Improvements	$ 638,000
21054	1371	Gateway Program	$ 100,000
21055	1374	Bike Retrofit Program	$ 50,000
21056	1380	Intersection Improvements - Roosevelt St & 99th Ave	$ 285,000
21057	1381	Traffic Signal at Maricopa St. and Avondale Blvd	$ 269,000
21058	1382	McDowell Road & 107th Avenue - Dual Left-Turn Lanes	$ 500,000
21059	1395	Avondale Boulevard Landscape and Median Improvements	$ 650,000
21060	1459	El Mirage Rd & Buckeye Rd - Install NBR Turn Lane	$ 238,000
21061	1460	Wayfinding Signage	$ 120,000
21062	1465	Dysart Road Median Improvements - I-10 to Indian School	$ 379,000
21063	1500	Historic Avondale, Cashion and Las Ligas Improvements - Streets	$ 3,397,000
21064	1509	Palm Lane Road Extension - 116th Avenue to 118th Avenue	$ 374,000
21065	1510	Thomas Road Bridge	$ 284,000
21066	1516	Glen Arm Farms Geotechnical Analysis and Pavement Design	$ 100,000
21067	1517	Street Light Infill Program	$ 50,000
21068	1520	9th Street Roadway Improvements	$ 400,000
21069	1533	Civic Center Annex Building	$ 11,941,000
21070	1543	Dysart Road Median Improvements from I-10 to Van Buren	$ 150,000
21071	1544	Dysart Road ROW Improvements	$ 500,000
21072	1546	Proof of concept for public Wi-Fi at business locations	$ 75,000
21073	1547	Dysart Road Traffic Flow Improvement Project	$ 500,000
21074	1549	Tenant Improvements to Phoenix Raceway Building	$ 100,000
21075	1552	Transportation Safety Enhancement	$ 500,000
21076	1554	Traffic Signal Replacements	$ 300,000
Fire & Medical			
Reference	Project Number	Project Description	Amount
21101	1505	Replace Training Facility Support Building	$ 319,000
21102	1536	Fire Equipment Replacement	$ 221,000
21103	1998	Command Vehicle	$ 200,000
21104	1562	Firefighting Equipment & Self Contained Breathing Apparatus	$ 495,000
Information Technology			
Reference	Project Number	Project Description	Amount
21121	1534	Technology Infrastructure and Communication Systems	$ 1,164,000
21122	1535	Technology Equipment Replacement	$ 322,000
21123	1545	City Fiber Infrastructure	$ 300,000
21124	1550	Security Cameras and Equipment	$ 100,000
21125	1551	Enterprise Asset Management Software System	$ 170,000
Neighborhood and Family Services			
Reference	Project Number	Project Description	Amount
21141	1363	Civic Center Library	$ 100,000
21142	1410	Resource Center	$ 10,470,000
21143	1503	Community Center Repurposing	$ 225,000

CAPITAL FY2021 Items Over $50K			
Parks and Recreation			
Reference	Project Number	Project Description	Amount
21141	1027	Friendship Park Enhancements	$ 595,000
21142	1338	Future Community Park - Alamar Development	$ 4,000,000
21143	1387	Goodyear Farms Cemetery Gate	$ 245,000
21144	1462	Crystal Gardens Trail Improvements	$ 419,000
21145	1464	Sport Field Lighting	$ 175,000
21146	1512	Neighborhood Park Enhancements	$ 774,000
21147	1542	Agua Fria Trail Phase II (Pedestrian Bridge)	$ 200,000
21148	1553	Agua Fria Trail Phase I	$ 1,091,000
21149	1555	Festival Fields Restroom and Fence Renovation	$ 200,000
Police Department			
Reference	Project Number	Project Description	Amount
21161	1161	Property Room and Police Department Expansion and Rem	$ 8,409,000
21162	1548	Secured Parking Facility for Police Department	$ 430,000
21163	1561	Detention Center and Police Substation Study	$ 100,000
21164	1999	Command Vehicle	$ 800,000
Public Works			
Reference	Project Number	Project Description	Amount
21171	1047	City Wide Sewer Improvements	$ 250,000
21172	1090	Well #26 - South of I-10/East of Agua Fria	$ 104,000
21173	1108	10th Street Lift Station - Force Main Improvements	$ 300,000
21174	1131	Well 22 and Transmission Line	$ 290,000
21175	1142	The BLVD Well (#33) & Transmission Line	$ 900,000
21176	1169	Rio Vista Waterline Replacement	$ 12,000
21177	1214	Well at 107th Avenue & Encanto Boulevard - Shared Well	$ 1,631,000
21178	1285	White Mountain Apache Tribe Water Settlement	$ 2,356,000
21179	1298	Well 7 Site Development	$ 1,575,000
21180	1339	Water Reclamation Facility Upgrades	$ 486,000
21181	1343	Water System Line Replacements and Expansions	$ 1,866,000
21182	1344	Distribution Pressure Improvements	$ 370,000
21183	1356	Large Diameter Sewer Line Repair	$ 3,395,000
21184	1367	Garden Lakes Sewer Improvement Project	$ 1,708,000
21185	1368	Lift Station Security Upgrades	$ 125,000
21186	1369	Secondary Clarifier at Water Reclamation Facility	$ 584,000
21187	1372	Reservoir Coating Repairs and Rehabilitation	$ 1,503,000
21188	1378	Lift Station Rehabilitation Program	$ 1,126,000
21189	1389	Dysart Road Sewer Replacement - Riley to Corral	$ 2,166,000
21190	1391	Relocate Riley Lift Station	$ 591,000
21191	1414	Garden Lakes Nitrate Equipment Replacement	$ 500,000
21192	1467	Water Reclamation Facility Odor Control System Improvements	$ 230,000
21193	1468	McDowell Road 16-inch Waterline - Avondale to 99th	$ 500,000
21194	1469	North Avondale Water Supply	$ 6,702,000
21195	1472	Northside Booster Well Site - Land Purchase & DCR	$ 75,000
21196	1473	Gateway Nitrate Treatment Equipment Replacement	$ 3,000,000
21197	1474	McDowell Recharge Basin Improvements	$ 85,000
21198	1475	Well and Booster Station Metering Upgrades	$ 564,000
21199	1477	Northside Arsenic Treatment System Rehabilitation	$ 1,000,000
21200	1506	Water Reclamation Facility Operation Building Improvements	$ 750,000
21201	1507	Crystal Gardens Treatment Cells Assessment	$ 250,000
21202	1508	16-inch Waterline El Mirage, Elwood to Illini	$ 500,000
21203	1538	Vehicle Replacement	$ 3,605,000
21204	1539	Rancho Santa Fe Reservoir Coating Repairs and Rehabilitation	$ 750,000
21205	1541	119th Avenue Road Connection	$ 150,000
21206	1540	Water Reclamation Facility Grit System	$ 750,000

OPERATING FY2021 Line Items for Administrative Award			
City Administration			
Reference	Description		Amount
21300	Professional Services - Federaly Lobbying	$	85,000
21301	Guard Service	$	74,700
21302	Equipment Maintenance Service	$	61,300
21303	Janitorial Services	$	534,600
21304	Pest Control	$	60,000
21305	Security Installations and Repairs	$	60,000
21306	Landscaping	$	305,900
21307	Heating, Ventilation, and Cooling (HVAC) Contract	$	139,500
21308	Memberships	$	101,200
21309	Training and Travel	$	56,700
21310	Building Repairs & Maintenance	$	222,900
21311	Repair & Maintenance Parks Supplies	$	97,500
City Attorney			
Reference	Description		Amount
21321	Outside Legal Services and Attorney Fees	$	627,000
21322	City Prosecutor	$	154,000
City Clerk			
Reference	Description		Amount
21331	Citywide Postage	$	275,000
21332	Professional Services - 2020 Election Expenses	$	54,500
City Court			
Reference	Description		Amount
21341	Interpretor Services	$	79,800
21342	Public Defender	$	62,800
Development and Engineering Services			
Reference	Description		Amount
21351	Professional Services - Project Management	$	175,000
21352	Professional Services - Abatement	$	62,500
21353	Professional Services - Other	$	149,000
21354	Professional Services - Contract Plans Review	$	117,900
21355	Professional Services - Engineering Plan Review	$	95,000
21356	Traffic Signal Supplies and Maint.	$	84,000
21357	Traffic Signs and Supplies	$	95,000
21358	Streetlight Supplies and Replacements	$	91,000
21359	Transit Services	$	1,374,100
21360	Americans with Disabilities Act (ADA) Medical Taxi/Paratransit	$	50,000
21361	Sidewalks - El Mirage Rd: Calle Hermosa to Lower Buckeye Road	$	50,000
Economic Development			
Reference	Description		Amount
21371	Graphic Designer Services	$	50,000
21372	Re-Grand Opening Business Event	$	50,000
21373	PD Temporary Space - McDowell Road	$	80,000
21374	WIFI Pilot / Smart City	$	75,000
21375	Avondale Road Businesses - Roadway Improvements	$	100,000
21376	Tourism Strategic Plan/Advertising	$	100,000
21377	Trade Shows, Conferences, and Events	$	135,000
21378	Economic Development Strategic Plan	$	150,000
21379	BLVD Design, Civils, & Infrastructure Improvements	$	185,000
21380	Historic Avondale	$	200,000
21381	The BLVD Tenant Improvements	$	200,000

OPERATING FY2021 Line Items for Administrative Award			
21382	Creation of a 501-C-6	$	400,000
21383	The BLVD Improvements	$	400,000
21384	Contractual Maint/Bldg & Grounds	$	165,000
21385	Marketing	$	223,200
Finance & Budget			
Reference	Description		Amount
21391	Professional Services - Accounting/Audit	$	65,000
21392	Finance, Banking and Financial Management Fees	$	451,000
21393	TPT Collection Fees	$	225,100
21394	Contractual Services - Water Billing	$	50,000
Fire & Medical			
Reference	Description		Amount
21401	Medical Fees	$	84,000
21402	Dispatch Fees	$	479,500
21403	Vehicle	$	73,000
21404	Vehicle Maintenance and Repair	$	190,500
21405	Uniforms	$	151,300
21406	Safety Equipment and Apparel	$	401,300
21407	Fire/Medical Supplies	$	99,800
Human Resources			
Reference	Description		Amount
21411	Training Services	$	76,900
21412	Tuition Reimbursement	$	82,300
21413	Attorney Fees	$	95,000
21414	Professional Services - Broker Services	$	65,000
21415	Insurance Premiums/Claims	$	3,530,000
21416	Professional Services - HR specific	$	65,000
Information Technology			
Reference	Description		Amount
21421	Training Services	$	71,600
21422	CAD Software Support & Maintenance	$	110,500
21423	ERP Upgrade	$	1,570,000
21424	Payroll Services	$	201,000
21425	Telephone Services	$	388,100
21426	Regional Wireless Cooperative (RWC) participation	$	264,300
21427	Copier/Printer Maintenance	$	147,000
21428	Asset Mgmt Software Services	$	80,500
21429	Computer Software Licensing	$	318,500
21430	Cybersecurity Software & Services	$	90,000
21431	Permit & Application System	$	103,200
21432	Document Mgmt System	$	50,000
21433	Budget Software	$	50,000
21434	CRM License and SWM	$	100,000
21435	Risk Mgmt Software & Maintenance	$	140,000
21436	Technology Software	$	111,000
21437	Technology Hardware	$	206,000
21438	Contractual Maintenance	$	878,000
21439	Cloud Based Technology Services	$	552,600
21440	Technology Hardware Equipment	$	150,000

OPERATING FY2021 Line Items for Administrative Award			
Marketing & Public Relations			
Reference	Description		Amount
21451	Promotion and Publicity	$	135,000
21452	Printing Services	$	80,000
21453	Artwork	$	197,000
Neighborhood and Family Services			
Reference	Description		Amount
21461	Emergency Rehabilitation	$	733,600
21462	Substantial Rehabilitation	$	726,400
21463	Substantial Home Repair Program (ADOH)	$	500,000
21464	First Time Homebuyer Match	$	99,600
21465	Summer Youth Employment	$	73,200
21466	Small Business Revitalization	$	547,300
21467	VISTA cost share and mortgage/rental assistance	$	66,000
21468	Redevelopment	$	359,500
21469	Homebuyer Assistance	$	411,700
21470	Homeless Emergency Rental	$	178,200
21471	Nurishment	$	86,400
21472	Library Materials	$	234,200
21473	Security Services	$	71,500
21474	Public Safety Housing Incentive	$	120,000
Parks and Recreation			
Reference	Description		Amount
21481	Holiday Lighting	$	75,000
21482	Move from restricted appropriations	$	90,000
21483	Special Events Contractual	$	172,000
21484	Special Events	$	305,000
21485	Sports Program Services	$	61,400
21486	Security Services	$	68,800
21487	American Sports Center (ASC) Covenant Payments	$	104,000
21488	Tall tree trimming/pruning	$	75,000
21489	Mowing	$	164,000
21490	Park Maintenance Equipment	$	75,000
21491	Crystal Gardens Landscaping	$	140,000
21492	Park Maintenance supplies	$	218,500
Police Department			
Reference	Description		Amount
21501	Contracted Jail Per Diem and Housing Services	$	224,000
21502	False Alarm Contract - Revenue Share Payment	$	52,500
21503	Glendale Regional Public Safety Training Center (GRPSTC)	$	60,800
21504	Contractual Maint./Radio&Comm.	$	80,800
21505	Family Advocacy Center Lease	$	368,700
21506	Computer Equipment	$	52,400
21507	Firearm Training Supplies	$	103,800
21508	Uniform Purchase	$	248,800
21509	Safety Apparel/Equipment	$	55,300
21510	CompStat Dashboard Module	$	65,000
21511	Car Radio	$	82,500
21512	Multiple Interactive Learning/Training Objectives (MILO)	$	75,000
21513	Handheld radio	$	112,000
21514	Radio License/Console	$	60,000
21515	Vehicles	$	1,131,000

OPERATING FY2021 Line Items for Administrative Award			
Public Works			
Reference	Description		Amount
21521	Landfill Fees	$	938,000
21522	Professional Services - Wastewater - Planning, Communications, Security, Safety, and Rate Modeling	$	67,000
21523	Professional Services - Water - Planning, Engineering, Modeling, and Communications	$	146,400
21524	Professional Services - Water Production - Engineering, Planning, Assessments and Analysis for Well & Booster Station Condition Assessments	$	250,000
21525	Professional Services - Arsenic/Nitrate Brine Disposal	$	385,000
21526	Professional Services - Household Hazardous Waste Events	$	75,200
21527	Professional Services - Sludge and Biosolids Hauling	$	205,000
21528	Professional Services - Granular Activated Carbon (GAC)	$	50,000
21529	Professional Services - Granular Activated Carbon (GAC)	$	50,000
21530	Licenses & Fees	$	88,400
21531	Security Services	$	76,100
21532	R&M ROW	$	217,200
21533	R&M Machinery and Equipment	$	69,500
21534	Memberships	$	112,700
21535	Training Services	$	81,900
21536	Laboratory Fees	$	151,000
21537	NAUSP Fees	$	60,000
21538	C.A.P. Fees	$	1,905,700
21539	R&M Wells	$	239,600
21540	R&M Communication Equipment	$	60,700
21541	R&M Wastewater Treatment Equipment	$	155,000
21542	Special Events - Houshold Hazardous Waste	$	75,200
21543	Vehicle Maintenance and Repair	$	98,000
21544	R&M Street Supplies	$	100,500
21545	Chemicals	$	1,176,600
21546	Water System Supplies	$	557,200
21547	Wastewater Collection Parts/Supplies	$	68,600
21548	Fleet Parts	$	356,000
21549	Fuel	$	842,000
21550	Tires, Tubes and Batteries	$	140,000

EXHIBIT C
TO
RESOLUTION NO. 1038-0620

[Schedule of Interfund Transfers and Interfund Loans]

See following pages.

Schedule of Interfund Transfers
FY2021

Transfer From:	General Fund 101	Highway Users 201	Advocacy Center 229	Dedicated Sales Tax 230	Public Safety Sales Tax 235	Environmental 245	Library Development 344	Water Operations 501	Sewer Operations 503	Sanitation 520	Risk Management 605	Total
Transfer to Operating Funds												
101 General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 601,000	$ 456,000	$ -	$ -	$ 1,057,000
102 Economic Opportunities	$ 3,625,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,625,000
202 Senior Nutrition	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
203 Community Action Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
205 HOME Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
215 Transit Fund	$ 1,082,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,082,200
229 Regional Family Advocacy	$ 349,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 349,000
246 Public Arts	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Total Transfers to Operating	$ 5,106,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 601,000	$ 456,000	$ -	$ -	$ 6,163,200
Transfer to Debt Funds												
430 Dedicated Sales Tax Debt	$ -	$ -	$ -	$ 4,675,000	$ -	$ -	$ 208,000	$ -	$ -	$ -	$ -	$ 4,883,000
431 2019 PRO Debt	$ -	$ -	$ -	$ 769,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 769,000
Total Transfer to Debt Service	$ -	$ -	$ -	$ 5,444,000	$ -	$ -	$ 208,000	$ -	$ -	$ -	$ -	$ 5,652,000
Transfer to Capital Funds												
304 Street Construction	$ 3,950,000	$ 3,550,000	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000,000
310 Park Construction	$ 5,950,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,950,000
311 Library Development	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000
322 One Time Capital	$ 700,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 700,000
513 Sewer Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,600,000	$ -	$ -	$ 2,600,000
514 Water Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500,000	$ -	$ -	$ -	$ 4,500,000
524 Sanitation Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000
530 Water Equipment Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 419,000	$ -	$ -	$ -	$ 419,000
531 Sewer Equipment Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 245,000	$ -	$ -	$ 245,000
532 Sanitation Equip. Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,216,000	$ -	$ 1,216,000
601 Vehicle Replacement	$ 600,000	$ 252,000	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 855,000
603 Equipment Replacement	$ 500,000	$ 19,000	$ 41,000	$ -	$ 119,000	$ 2,000	$ -	$ -	$ -	$ -	$ 3,000	$ 684,000
Total Transfers to Capital Funds	$ 11,850,000	$ 3,821,000	$ 44,000	$ 500,000	$ 119,000	$ 2,000	$ -	$ 4,919,000	$ 2,845,000	$ 1,266,000	$ 3,000	$ 25,369,000
Total Transfers	$ 16,956,200	$ 3,821,000	$ 44,000	$ 5,944,000	$ 119,000	$ 2,000	$ 208,000	$ 5,520,000	$ 3,301,000	$ 1,266,000	$ 3,000	$ 37,184,200

***Schedule sets projected maximum amount. Actual transfer may be less**

Schedule of Interfund Loans
FY2021

Loan From:	General Fund 101	Police Development 308	Fire Development 319	Water Development 514	Total
Loan to Funds					
340 Street Development Impact Fee	$ 5,454,000	$ -	$ -	$ -	$ 5,454,000
341 Police Development Impact Fee	$ -	$ 226,000	$ -	$ -	$ 226,000
343 Parks Impact Fee	$ 1,335,000	$ -	$ -	$ -	$ 1,335,000
342 Fire Impact Fee	$ -	$ -	$ 1,066,000	$ -	$ 1,066,000
540 Water Impact Fee	$ -	$ -	$ -	$ 6,690,000	$ 6,690,000
Total Transfers	$ 6,789,000	$ 226,000	$ 1,066,000	$ 6,690,000	$ 14,771,000

***Schedule sets projected maximum amount. Actual loan may be less**